MULTIPLE LISTING AGREEMENT FORM (LEASE)

REALTORS® Association Of Jamaica

MLS #

The Landlord hereby solely lists with HICKEY GRANT PROPERTY MASTERS

the Listing Broker/Listing Agency, the property (herein the "Property") known as:

Address _____

Property Description _____

■ Volume # _____ ■ Folio _____

To offer the Property for lease at _____

(herein the "Listed Price") in the Multiple Listing Service ("MLS") of the REALTORS® Association Of Jamaica ("RAJ") where the Property will be open to all member agents of RAJ to attempt to procure its lease. The Property may include a leasehold interest, a business and the goodwill and assets of it, an interest, partnership or share in a business or in the goodwill and assets of it or a mobile home, plus any other property designated by the Landlord in the MLS Data Input Form.

1. The Landlord hereby gives the Listing Broker for the period set forth herein, the sole right, power and authority to act as the Landlord's real estate agency for the listing, of the Property. This agreement prohibits the listing and marketing of the property with any other broker or salesperson during the period set forth herein. The Landlord agrees to direct all inquiries concerning this property from whatever source to the Listing Broker during the period of this Agreement, which shall include inquiries from the general public and all other real estate agents. Any failure to do so shall constitute a substantial breach of this Agreement.

2. The Landlord hereby agrees to cooperate fully with the Listing Broker in the marketing of the Property and the Landlord authorizes and directs the Listing Broker:

i. to cooperate with all other RAJ members acting for a prospective Tenant ("Cooperating members");
ii. to obtain information concerning the Property from any person, corporation or governmental authority;
iii. to advertise the Property on the Internet and elsewhere; and
iv. to show the Property either personally or through a Cooperating member to prospective Tenants during reasonable hours.

3. The Landlord agrees to pay the Listing Broker a commission in the amount of 100 % of the lease price or $ _____ , plus GCT at the prevailing rate. The Landlord agrees to pay the Listing Broker the above commission if, during the term of this Agreement, the Property is rented or the Landlord enters into an agreement for the rental of the Property and all conditions to be performed by the Tenant under such agreement are satisfied in accordance with the terms thereof. In addition, if, prior to the Expiration Date of this Agreement, the Listing Broker presents an offer at or above the Listed Price, with no conditions, that provides for a completion within a reasonable period of time from the date of the offer, the Landlord will pay the full commission set forth herein whether or not the Landlord accepts that offer.

The parties agree that to assist in procuring a Tenant for the Property, the Listing Broker shall offer to all Cooperating members a portion of the Listing Broker's commission in the amount of 50 % of the lease price of the Property or $ _____ , plus GCT at the prevailing rate.

The intent of the clause is to set out the circumstances under which the landlord is obligated to pay the Broker where the broker presents an offer and the offer is not accepted by the Landlord. These circumstances are:

i. The offer is at or above the Listed Price
ii. The offer has no conditions (meaning an unconditional offer)
iii. The offer provides for a completion within a reasonable period of time from the date of the offer.

4. The Landlord also agrees to pay the full commission due under this Agreement if, within SIX (6) months after the Expiration Date of this Agreement, the Landlord leases or agrees to lease the Property directly or indirectly to anyone who has made an oral or written offer to Lease the Property and whose names the Listing Broker shall have submitted in writing to the Landlord within ten (10) days after the expiration of this Agreement or with whom the Listing Broker has negotiated prior to the Expiration Date provided the Listing Broker has given the Landlord written notification of such negotiation prior to the Landlord's rent of the property to such person or to a person or entity with whom such person is associated or affiliated. The negotiation with such person need not be over the price of the Property or any specific term or condition of rental. The Landlord will not be obligated to pay the Listing Broker the commission if, at the time of such lease or agreement to lease, the Landlord has entered into a valid, bona fide Multiple Listing Agreement relating to the Property with any other RAJ member.

5. The Landlord does (☐) does not (☑) grant the Listing Broker permission to place and maintain a "For Rent" sign upon the Property.

6. The Landlord does (☐) does not (☑) grant Listing Broker permission to display the property on the Multiple Listing Service (MLS) public website.

7. The Landlord does (☐) does not (☑) agree for this listing to be displayed, through the MLS feed, on other members website.

8. **Listing Broker's Agency Duties and Authority.** The Listing Broker agrees to list the property immediately in the MLS and to maintain an active listing for the Property in the MLS while the Property is for lease under this Agreement; and the Listing Broker agrees to fully cooperate with all Cooperating members to effect the lease of the property. The Landlord authorizes the Listing Broker to advertise, show and market the Property as the Listing Broker deems appropriate, to negotiate for offers on the Property and to present all written offers to the Landlord up to and including the Expiration Date of this Agreement.

The Landlord understands that, during the term of this Agreement, the Listing Broker will be marketing other properties that may be of the same general nature as the Landlord's property. The Landlord consents to the Listing Broker representing other Landlords or Tenants of other properties and marketing other properties during the term of this Agreement. The Listing Broker is not required to disclose to the Landlord confidential information obtained through any agency relationship with other persons.

The decision to accept any Tenant's offer that may be presented is the Landlord's exclusive decision. The Listing Broker has no authority to accept or agree to any offers on the Landlord's behalf. The Landlord reserves the right to change the Listed Price by a written and signed notice to the Listing Broker.

Any change in the Listed Price becomes effective only upon delivery to the Listing Broker of the written Listed Price change notice signed by all Landlords. The Listing Broker agrees to act only as the agent for the Landlord with respect to the Property except where the Landlord consents to the Agent representing the Tenant also, and the Listing Broker agrees to accept no form of remuneration from the Tenant without the knowledge and consent of the Landlord. However a Cooperating member acting only for a Tenant does not owe any agency duties to the Landlord.

9. **Assistance of Sub-agents.** The Landlord Authorizes the Listing Broker to enter into agreements to engage as sub-agents the services of other licensed brokers or salespersons as part of the Listing Broker's marketing efforts; and the term "Listing Broker" as used herein shall include all licensed sub-agents working for the Listing Broker.

10. **Marketing.** The Landlord and the Listing Broker acknowledge that the Listing Broker may represent an exclusive international real estate franchise and/or may be an affiliate of an international real estate network. By signing this agreement, the Landlord authorizes the Listing Broker to submit the Property for inclusion in the worldwide marketing program of that franchise or affiliation at no additional cost to the Landlord.

11. **Forfeit of Tenant's contract deposit.** In the event a contract Tenant forfeits any contract deposit, the Listing Broker shall be entitled to receive, as a liquidated and agreed upon sum, as a percentage of the deposit, together with any interest accrued thereon to which the Landlord is entitled, provided the total amount paid to the Listing Broker shall not exceed the full commission which would otherwise be due under this Agreement.

12. **Information Concerning the Property.** The Landlord has furnished the Listing Broker with all of the information about the Property contained in this Agreement, in any attachment or addendum hereto, and in the MLS Data Input Form. The Landlord represents to the Listing Broker that, to the best of The Landlord's knowledge, such information is complete, correct and accurate and does not leave out any material information about the Property. The Landlord agrees to indemnify and hold the Listing Broker, harmless from any and all loss, damage, claim or liability, including attorney's fees, arising out of any inaccurate, misleading or undisclosed information or facts about the property whether made by the Landlord in this agreement or made by the Landlord during the course of the Listing Broker's marketing efforts. The provisions of this paragraph shall apply to and include information in any Landlord's property information report.

The Landlord further warrants and represents that this Agreement contains the signatures of all owners of the Property or other persons legally authorized to lease the property.
All information relating to the Property may be disclosed to persons interested in the Property including prospective Tenants, Cooperating members, and other authorized users of the MLS. The Listing Broker may enter into the MLS, the information contained in this Agreement, the information contained in the MLS Data Input Form, and the lease price of the Property once there is an unconditional accepted offer. In consideration of RAJ disseminating information about the Property through the MLS, the Landlord and the Listing Broker each hereby assign to RAJ all of their rights and interests in and to the information about the Property contained in the MLS.

13. **Counterparts**. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same Agreement.

14. **Mediation/Arbitration.** The Listing Broker endorses and recommends the use of a dispute resolution by mediation or arbitration as an alternative to litigation in the event of any dispute or claim arising out of or relating to this Agreement. In the event of any litigation or lawsuit between the Landlord and the Listing Broker arising out of or relating to this Agreement, the prevailing party will be entitled to the costs and expenses thereof, including reasonable attorney's fees.

15. **Term of Agreement/Binding Effect/Severability.** This Agreement shall not be for a period in excess of twelve (12) months and cannot be cancelled or terminated prior to the Expiration Date unless the Landlord and the Listing Broker mutually agree in writing to such cancellation or termination. This Agreement is binding upon and shall inure to the benefit of the parties hereto, their heirs, executors, personal representatives and assigns. If any provision of this Agreement shall be determined by a court to be invalid or unenforceable, the validity and enforceability of all other provisions of this Agreement shall not be affected thereby.

16. **All Amendments to Be In Writing.** All modifications, additions, amendments or deletions with respect to the price, commission, term or chattels of this Agreement shall be effective only if set forth in a written document signed by the Seller and an authorized representative of the Listing Service.

17. **Governing Laws.** This Agreement and all of its terms, conditions and provisions shall be construed in accordance with and governed by the laws of Jamaica.

THE LANDLORD SPECIFICALLY ACKNOWLEDGED HAVING READ AND DISCUSSED WITH THE LISTING AGENT ALL PROVISIONS OF THIS AGREEMENT HEREOF PRIOR TO SIGNING THIS AGREEMENT.

Commencement Date: ____/____/20____ (mm/dd/yy) **Expiration Date:** ____/____/20____ (mm/dd/yy) **(at midnight)**

UNDERSTOOD AND AGREED

For Realtor	For Landlord
Listing Broker _____	By: _____ (Print Name) _____ (Signature of Landlord)
By: _____ (Signature of Authorized Broker)	By: _____ (Print Name) _____ (Signature of Landlord)
By: _____ (Signature of Listing Member)	By: _____ (Print Name) _____ (Signature of Landlord)
Address Shop # 25. Princeville Plaza,	**Address to which all notices to owner under this agreement shall be sent:**
Address 95-97 Constant Spring Rd, Kgn	Address _____
Telephone _____	Address _____
Email _____	Address _____
	Res. Tel. _____ Bus. Tel _____
	Email _____