

Free Find A Rental

EXCLUSIVE RIGHT TO REPRESENT CONTRACT
California DRE Lic. #01342323
714-421-1499

Tenant(s) _____ / _____ [hereinafter called "Client(s)"]
Hereby retains Free Find A Rental [hereinafter called "Broker"]
Represented by Matthew Miller - Broker ["Salesperson/Associate Broker"] to assist Client in locating and/or negotiating for the Rental / Lease or Purchase of real property, a general description which is provided below. The terms and conditions of this Agreement are as follows.

1. AGREEMENT PERIOD

This Agreement begins upon signing and ends at midnight on _____, 20____ or upon the closing of a property Rented / Leased in accordance with this Agreement.

2. BROKER'S OBLIGATIONS

Broker agrees to: [a] Use diligence in locating a property listed in SoCAL MLS on price and terms acceptable to Client; [b] Use professional knowledge and skills to negotiate for Client's Rental / Lease of the property; [c] Assist Client throughout the transaction and act in Client's best interest at all times;

3. CLIENT'S OBLIGATIONS

During the term of this Agreement, Client agrees:

- [a] To provide to Broker upon request:
[i] the general nature, location requirements and preferred terms and conditions, which Client is seeking in connection with the acquisition of desired property; and
[ii] relevant personal and financial information to assure Client's ability to obtain property;
[iii] Client agrees to work **exclusively** with Broker and not with other real estate brokers, salespersons or owners, with respect to viewing, locating or attaining properties and agrees to refer to Broker all inquiries in any form from any other real estate broker, salesperson, prospective seller or any other source; and
[iv] Conduct in good faith all negotiations for property, exclusively through Broker.

[b] To compensate Broker(Liquidated Damages) if through no fault of Broker, Client directly or indirectly breaches this contract, IE: buys, exchanges for, obtains an option on, rents or leases any real property outside of this contract, or uses any services of any other broker, and / or SOCALMLS. The compensation due broker shall be \$ _____ or 8.333 % of the Annual Lease Amount of the property so leased / rented etc., or 8.333 % of the aggregate rental of the lease and all options as exercised or \$ _____, which sum shall become due and payable when:

- 1- Broker brings about a meeting of the minds between Client and the Seller/Lessor as indicated by a fully executed lease / rental agreement. Or
- 2- Immediately upon clients breach of any term or condition of this contract.

Broker will accept a fee equal to the fee being offered to cooperating agents as per SoCal MLS as payment in full. Properties not listed on the SoCal MLS will not be offered, shown, included or represented in any property searches.

[c] Client acknowledges that if within 2 months of the termination of this Agreement, with or without the services of a licensed agent, Client buys, exchanges for, obtains an option on, leases or rents real property shown to Client by Broker during the term of this Agreement, compensation as set forth in this Agreement shall be applicable, due and payable and Client shall pay any and all such fee's due Broker.

4. EARLY CONTRACT CANCELLATION:

Client may request in writing voluntary early cancellation of this contract by payment of a \$500.00 Early Cancellation Fee. All correspondence to be mailed to Free Find A Rental, 6122 Kelley Circle, H.B. CA, 92647. Agreement and granting acceptance to cancel this contract shall remain at the sole discretion / permission of the broker. Broker shall not withhold reasonable consent to cancel upon clearing of funds.

5. ADVICE ON TECHNICAL MATTERS

Broker will not counsel Client on legal matters, home inspections, public health, surveying, tax, financial or other technical matters which are outside of the scope of the Broker's expertise. Broker has recommended to Client that Client seek the advice and counsel of qualified experts in connection with the physical condition of the property, its state of repair, water, termite, radon, lead and similar tests and as to legal matters with respect to the property. Client hereby acknowledges that it is Client's sole responsibility for obtaining such services and for retaining any experts whom Client chooses to obtain.

6. FAIR HOUSING

Broker is committed to compliance with all laws as well as the philosophy of fair housing for all people. Broker will present properties to Client in full compliance with local, State and Federal Fair Housing laws against discrimination on the basis of race, color, religion, sex, national origin, handicap, age, marital status and/or familial status, children or other prohibited factors.

7. OTHER POTENTIAL CLIENTS / TENANTS

Client understands that other potential Client / Tenants may consider, make offers on or acquire through Broker, the same or similar properties as Client / Tenant is seeking to acquire. Client consents to Broker's representation of such other potential Clients / Tenants before, during and after the expiration of this Agreement.

8. ADDITIONAL TERMS


- [a] Upon request by Broker, Client agrees to provide a signature acknowledgement to a listing of properties shown to Client by Broker during the term of this Agreement.
[b] This document and any Addendum hereto, contains the entire agreement of the parties and supersedes all prior agreements or representations which are not expressly set forth herein between these parties.
[c] This agreement may be modified only in writing, signed and dated by both parties. Client acknowledges that Client has not relied on any statements of Broker which are not herein expressed.

9. TYPE OF PROPERTY DESIRED:

[]..Single Family Residence []..Townhome []..Condo []..Commercial,[].. Vacant Land []..Other _____
BEDROOMS:_____ BATHROOMS:_____ GARAGE:_____ YARD:_____ LAUNDRY:_____ MAX RENT: _____ PETS: _____
MONTH TO MONTH:_____ LEASE:_____ PRICE RANGE:_____ REQUIRED POSSESSION DATE: _____
PREFERRED CITY(S): _____
OTHER REQUIREMENTS: _____

The undersigned Client acknowledges that [he] [she] has thoroughly read and approved each of the provisions contained herein and acknowledges receipt of a copy hereof.

THIS IS A LEGAL AND BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, PLEASE CONSULT YOUR ATTORNEY

Date: _____, 20____ By: _____ SSN _____-_____-_____ [Client 1] By: _____ SSN _____-_____-_____ [Client 2]	Date _____, 20____ By: _____ [Broker]	
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When completed please fax to 714-274-2021 or Email to: atozfinancial@gmail.com