



Date: _____

RESIDENTIAL/INDIVIDUAL PROPERTY LISTING AND COMMISSION AGREEMENT

Type Property _____ Address _____
Community _____ City, State, Zip _____
Monthly Rent _____ Lease Term _____
Deposit _____ Restrictions _____
Pet Deposit _____

- I. This exclusive/non-exclusive letter of agreement, when accepted by you, is to set out all the terms and conditions regarding the rental of property owned by you and described above, and any subsequent property which we are given listing information addended hereto.
II. Title and Conveyance: By way of signature below, Owner represents that s/he has fee simple title to and peaceable possession of Property together with all improvements thereon and that Owner has the legal capacity and authority to convey such property.
III. Professional Placement Fee Terms: In consideration of ELLIS HomeSource, Inc. herein referred to as "Broker" securing a resident of the above property, the undersigned Owner agrees to pay Broker a commission equal to 100% { ____% } of the rent collected for one (1) month period.
IV. Rental Procedure: It is recommended that a deposit and a lease be secured on said Property and that a least one (1) month's rental rate be collected on occupancy date.
V. Limitation of Liability: Owner understands and acknowledges that Broker will not assume any management responsibilities; such as, collection of rent or maintenance calls, or any other problems that could arise during the resident's occupancy.
VI. Fair Housing: This property will be offered, shown, and made available for lease to all persons without regard to race, color, religion, national origin, sex, or familial status.
VII. Event of Sale: If the Property is sold by the Owner to the Broker's placement during the term of the lease, or during the term of any further extension or renewal agreement, or any continued occupancy of the property, the Owner agrees to pay Broker three percent (3%) of the gross sales price at closing and funding, deducting from such commission any earned leasing commission previously paid by the owner for that particular resident.
VIII. Miscellaneous: Should the collection or enforcement of Broker's rights under this agreement require legal action, or the filing of claims, in addition to all other sums due Broker hereunder, the Owner agrees to pay Broker's reasonable attorney's fees.
IX. If Owner cancels this agreement before the property is leased, Owner agrees to reimburse ELLIS HomeSource for all advertising expenses incurred in attempting to lease the property.

This agreement shall begin on the _____ day of _____, _____ and continue until thirty (30) days following receipt of written notice sent by Certified Mail by either party.

Accepted by:

OWNER/MANAGER

ELLIS HOMESOURCE, INC. AGENT

MAILING ADDRESS

ATTN: Rick Ells
6230 N. Beltline Road, Suite 318
Irving, TX 75063
(972) 256-7500

CITY, STATE, ZIP

Home telephone number

Agent's telephone number

Work telephone number

Agent's Signature

Owner's Signature

Owner's social security number



Date: _____

**RESIDENTIAL/INDIVIDUAL PROPERTY LISTING AND
COMMISSION AGREEMENT, Attachment Page**

Type of Property _____

Address _____

Community _____

Owner Name _____

EHS Agent _____