



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. Should problems arise regarding ownership of the Property, which necessitate legal proceedings, Owner agrees to indemnify and hold Broker harmless of any claims of wrongdoing or neglectful actions made by anyone.
- 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. Monthly rent is defined as that charged for a thirty (30) day period, and is agreed that "months rent" includes amounts charged to resident for use of Owner's furniture and any other items Owner may provide for any charge in the monthly rental rate. Broker's right to the commission provided herein shall be perfected and payable in Dallas County, Texas upon signing of the lease or when Broker obtains a signed Application Form and security deposit from a prospective resident who is ready willing and able to lease said Property at the above rental amount and lease term or at any other rental amount and terms Owner has agreed to accept. Or the Broker may elect to deduct the commission provided herein or a portion thereof from the deposit and the initial rent paid to the Broker by the resident. If the prospective resident is approved by Owner but fails to enter into the contemplated lease within three (3) days after verbal notice of such approval from Broker, the security deposit shall be forfeited to Broker, one-half of which shall be paid to Owner as liquidated damages. In the event there is less than ninety (90) days occupancy by resident, the Broker agrees to make a pro-rate refund of the commission if notified in writing ten (10) days by Owner.
- 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. Broker can provide Owner with a rental application and lease form for use by Owner. Broker can verify to the best of his/her ability the credit information provided by the prospective resident; however, Broker in no way is certifying the information obtained. The commission due Broker, as set forth in paragraph three apply, however, whether Owner elects to follow these procedures or not with no alteration of the due date specified above.
- 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. Broker shall not be responsible in any manner for loss or damage to personal o real property due to vandalism, theft, freezing water pipes, or any other damage or loss whatsoever. Owner is advised to notify his insurance company and request a "vacancy clause" to cover the property.
- 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. It is agreed that the enforcement of the contact shall be in Dallas County, Texas. Signature below constitutes acceptance of the terms hereto and acknowledges the entire agreement of the parties and that there are no other existing agreements or conditions other than as set forth herein.
- 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** \_\_\_\_\_