



# EXCLUSIVE LISTING AGREEMENT

## LEASE OR SUBLEASE

**DITCH THE SPACE, INC.**  
**P.O. BOX 809, NEW YORK, NY 10150**

Re: Rental of: **n/a** square feet (approximate) of residential space

located at: **n/a**

(the "Premises")

**n/a** ("Lessor") desires to employ **DITCH THE SPACE, INC.** ("DTS" or "Agent") to serve as its exclusive agent in order to seek tenants/subtenants ("Tenants") for the above Premises. As exclusive agent, a payment processing fee shall be due Agent for any payment received by Lessor in connection with a lease/sublease of the Premises, regardless of whether Agent, Lessor, or another broker finds a Tenant. Therefore, Lessor and Agent represent and agree as follows:

1. Agent is duly licensed as a real estate broker in the State of New York and hereby agrees to act as a Listing Agent for the Premises.
2. Lessor is the owner of the Premises and/or a Lease for the premises, and is authorized to offer the Premises for lease/sublease and to enter into this Agreement and perform its obligations hereunder. Lessor hereby authorizes Agent to seek Tenants for the Premises.
3. Agent will offer the Premises through its mobile application (the "DTS App") and through its website, <https://www.ditchthespace.com/> (the "DTS Website"). Agent will report to Lessor all material developments.
4. Lessor represents and warrants that to the best of its knowledge, all information it has or will provide Agent regarding the Premises is true and complete, including all descriptions of the Premises and information regarding the presence of hazardous materials, such as asbestos, oil tanks or PCBs. Lessor will defend, indemnify, and hold Agent harmless from all violations of this representation, provided it is timely notified of any claim and with counsel designated by Lessor.
5. Lessor will arrange whatever appointments may be necessary to show the Premises to prospective Tenants.
6. Lessor will handle all negotiations.
7. Lessor will refer all brokers and inquiries concerning the Premises to Agent.

8. In the event that all or a portion of the Premises is subleased, assigned, or surrendered pursuant to an agreement on terms acceptable to Lessor (the "Lease"), Agent agrees to accept and Lessor agrees to pay and/or remit, as compensation for Agent's services rendered in connection with the Lease, a two percent (2%) processing fee (the "Payment Processing Fee") to be assessed on all payments, rent or otherwise, received from Tenant by Lessor in connection with a Lease executed through the DTS platform. If the Lease is extended or the Tenant takes additional space in the building, the Payment Processing Fee shall apply to any payments received by Lessor from Tenant in connection therewith.

9. During the term of this Agreement, Lessor hereby:

(a) agrees not to rent or lease the Premises other than in accordance with the terms of this Agreement; and

(b) authorizes Agent to make and use photographs and promotional material (including any materials or photographs provided by Lessor) of the Premises for advertising as the Agent may deem advisable, and these promotional materials shall be and shall remain the sole property of the Agent.

10. It is understood and agreed that Lessor may refuse to negotiate with any particular subtenant or assignee or withdraw from negotiations at any time without obligation or liability to Agent.

11. It is understood that Agent is not granted any right or authority to assume or create any obligation or liability on Lessor's behalf or to bind Lessor in any manner whatsoever.

12. Lessor will defend, indemnify and hold Agent harmless for any claims, costs or liabilities in connection with this Agreement or the Premises, unless due to Agent's negligence or willful misconduct.

13. In the event Lessor fails to pay or remit any Payment Processing Fee amount within thirty days of the date due, the entire unpaid amounts shall bear interest at the rate of 1% per annum above the prime rate of interest of Citibank.

14. The exclusive right to list the Premises granted to Agent under this agreement shall be effective immediately and shall be terminable at the request of either party upon commercially reasonable notice. In any event, the exclusive right to list the Premises shall terminate at such time that the Premises are no longer listed on the DTS Website and DTS Mobile Application.

15. The rights and obligations to pay and collect a Payment Processing Fee pursuant to Section 8 of this Agreement in connection with a Lease executed through the platform shall survive this Agreement and the exclusive listing arrangement hereunder.

16. The provisions of this Agreement shall bind and inure to the benefit of the parties hereto and their respective heirs, successors and permitted assigns.

17. Lessor hereby acknowledges the receipt of the New York State Disclosure Form for Landlord and Tenant (DOS-1735-a (Rev. 12/10)) (the "Agency Disclosure Form"). Lessor further represents that it has delivered, electronically or otherwise, an executed copy of the Agency Disclosure Form to Agent.

18. Rule 175.24 of the Rules and Regulations under article 12A of the Real Property Law requires the following explanation:

(a) An “Exclusive Right to Rent” listing means that if you, the owner of the property, find a Lease for your property, or if another broker finds a lease, you must pay the agreed commission to the present broker.

19. Any dispute, claim, or controversy, arising out of, or relating to, this agreement, shall be determined by expedited arbitration before a single arbitrator in accord with the arbitration rules of the American Arbitration Association. The decision of the arbitrator shall be final, and may be entered as a judgment in any jurisdiction of competent jurisdiction. The arbitration shall be held in accordance with procedural and substantive laws of the State of New York. The hearing locale of any arbitration shall be New York, New York.

20. Lessor hereby represents that it is relying on its own tax and other counsel and is not relying on DTS or any representation herein with respect to the legality or possible tax consequences of any lease or sublease entered into through the DTS platform.

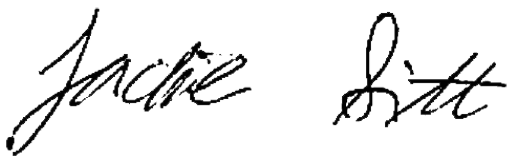
21. The undersigned hereby represents that they have full authorization to sign this agreement to bind the Lessor to all of the terms hereunder.

22. This Agreement represents and embodies the entire agreement between the parties and supersedes any previous oral or written agreements, discussions or understandings. This Agreement may only be amended or modified by a written document signed by the parties.

Please sign a copy of this Agreement as confirmation that Agent may rely upon the representations and agreements contained herein and that Lessor will pay the Payment Processing Fee upon and subject to the terms and conditions indicated.

Very truly yours,

DITCH THE SPACE, LLC

A handwritten signature in black ink, appearing to read "Jack Sitt". The signature is written in a cursive, flowing style.

**By: Jack Sitt**

**ACCEPTED AND AGREED TO :**

**By:**

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**Name: n/a**

**Title: n/a**

**Address: n/a**

**Telephone: n/a**

**Dated: 2018-05-05 17:56:23**