



# LISTING FOR RENT CONTRACT (LANDLORD AGENCY CONTRACT) EXCLUSIVE RIGHT TO RENT REAL PROPERTY

**XLR**

This form recommended and approved for, but not restricted to use by, the members of the Pennsylvania Association of Realtors® (PAR).

Broker (Company) Kurfiss Sotheby's International Realty  
Company License # RB50068C  
Company Address 1631 Locust St, Ste 300, Philadelphia, PA 19103  
Company Phone (215)735-2225  
Company Fax \_\_\_\_\_

Licensee(s) Name Juliana Martell  
State License # RS323549  
Direct Phone(s) \_\_\_\_\_  
Cell Phone(s) (856)366-0224  
Fax \_\_\_\_\_  
Email julianamartell@gmail.com

Owner Stephen J Boerner & Melissa A Bemer

Owner's mailing address \_\_\_\_\_

Phone \_\_\_\_\_ Cell \_\_\_\_\_  
E-mail \_\_\_\_\_ Fax \_\_\_\_\_

1 **Owner understands that this Listing Contract is between Broker and Owner.**

2 **Does Owner have a listing contract (for sale or for rent) for this Property with another broker?** (☐ Yes) (☒ No)

3 **If yes, explain:** \_\_\_\_\_

4 **1. PROPERTY**

5 Address 244-248 N 3rd St, Unit 4CD Philadelphia PA ZIP 19106  
6 Unit(s) (if applicable) 4CD  
7 Municipality (city, borough, township) Philadelphia  
8 County Philadelphia School District The School District of Philadelphia  
9 Currently Occupied By Owners  
10 Identification (For example, Tax ID #, Parcel #, Lot, Block, Deed Book, Page, Recording Date) 888053477, 888053476

12 **2. MONTHLY RENT AND SECURITY DEPOSIT**

13 Monthly rent \$ 2600, plus \$450 optional parking fees Security Deposit \$ 2600, plus \$450 optional parking deposit

14 **3. STARTING & ENDING DATES OF LISTING CONTRACT (ALSO CALLED "TERM")**

- 15 (A) No Association of Realtors® has set or recommended the term of this contract. Broker and Owner have discussed and agreed upon the term of this Contract.
- 16 (B) **Starting Date:** This Contract starts when signed by Broker and Owner, unless otherwise stated here: October 16, 2024
- 17 (C) **Ending Date:** This Contract ends at 11:59 PM on April 16, 2025. By law, the term of a listing contract may not exceed one year. If the Ending Date written in this Contract creates a term that is longer than one year, the Ending Date is automatically 364 days from the Starting Date of this Contract.
- 18 (D) This contract does not end at the execution of a lease for this Property. Owner is hiring Broker to find a tenant for the Property at any time there is a vacancy during the term of this Contract.

23 **4. BROKER'S DUTY**

- 24 (A) Owner is hiring Broker to market the Property, review all submitted applications, evaluate applicants, and consult with Owner to find an acceptable tenant for the Property. Broker's responsibilities are limited to finding a tenant for the Property and do not include other duties, such as property management. If Owner would like Broker to perform any other duties, those duties should be agreed upon in a separate agreement.
- 25 (B) Broker is acting as Owner's Agent, as described in the Consumer Notice. Broker's rental agents, salespeople, employees, officers or partners are acting as agents only and will not be legally responsible for damages or repairs to the Property or for a tenant's failure to meet the terms of a lease.

31 **5. BROKER'S FEE**

- 32 (A) No Association of Realtors® has set or recommended the Broker's Fee. Owner and Broker have negotiated the fee that Owner will pay Broker.
- 33 (B) The Broker's Fee is 1 month's rent
- 34 Owner agrees to pay the same fee to Broker for renewals, extensions or additional leases where the original lease resulted from Broker's services or any other broker's services where the tenant was procured during the term of this Contract.
- 35 (C) Paragraph 5(B) will survive this Contract.

38 **Owner Initials:** SJB MAB

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**Broker/Licensee Initials:** DS JM

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**6. COOPERATION WITH OTHER BROKERS**

Licensee(s) has explained Broker's company policies about cooperating with other brokers. Broker and Owner agree that Broker will pay **from Broker's Fee** a fee to another broker who procures the tenant, is a member of the Multiple Listing Service (MLS) in which the Property is listed, and who:

- (A) ☐ **Represents Owner (SUBAGENT).** Broker will pay \_\_\_\_\_
- (B) ☒ **Represents the tenant (TENANT'S AGENT).** Broker will pay 1/2 month's rent  
A tenant's Agent, even if compensated by Broker for Owner, will represent the interests of the tenant.
- (C) ☐ **Does not represent either Owner or a tenant (TRANSACTION LICENSEE).**  
Broker will pay \_\_\_\_\_

**7. PAYMENT OF BROKER'S FEE**

- (A) **Owner will pay Broker's Fee if Property is rented during the term of this Contract by Broker, Broker's agents, Owner, or by any other person or broker at a rent acceptable to Owner.**
- (B) Owner will pay Broker's Fee if negotiations that are pending at the Ending Date of this Contract result in a lease, sale, or other tenancy.
- (C) Owner will pay Broker's Fee after the Ending Date of this Contract IF:
1. Property is rented within 30 days of the Ending Date of this Contract, or the Ending Date of the lease (or any renewals or extensions), AND
  2. The tenant was shown, made an offer on or negotiated to rent the Property during the term of this Contract.
- (D) Broker is authorized to instruct tenants to make rental payments equal to the amount of \$ 2600 or 3050 w/ parking directly to Broker, who may keep this amount as payment of Broker's Fee. If a tenant submits payment(s) to Broker that exceeds the amount in this paragraph, Broker will distribute the remainder to Owner. All other payments of rents and fees will be paid directly to the Owner, unless otherwise agreed in writing. Broker may not keep any money from the Security Deposit, which must be paid directly to the Owner.

**8. BROKER'S FEE IF TENANT BUYS PROPERTY**

- (A) The Broker's fee is 3% of/from the sale price and paid by Owner at settlement, if the tenant procured during the term of this Contract buys the Property.
- (B) Paragraph 8(A) will survive this Contract.

**9. BROKER'S FEE IF PROPERTY IS NOT RENTED**

Owner will pay Broker's Fee if a ready, willing, and able tenant is found by Broker or by anyone, including Owner, during the term of this Contract, even if a lease is not signed. A ready, willing and able tenant is a tenant who is willing to pay the listed rent or another amount that is acceptable to Owner, during the term of this Contract; has met the standards established by the Owner through the application process; has tendered the required deposits, fees and/or security deposit; and is prepared to take possession as of the start date that is set forth in a lease.

**10. DUAL AGENCY**

Owner agrees that Broker and Broker's Licensees may also represent the tenant(s) of the Property. A Broker is a Dual Agent when a Broker represents both a tenant and Owner in the same transaction. A Licensee is a Dual Agent when a Licensee represents a tenant and Owner in the same transaction. All of Broker's licensees are also Dual Agents UNLESS there are separate Designated Agents for a tenant and Owner. If the same Licensee is designated for a tenant and Owner, the Licensee is a Dual Agent. Owner understands that Broker is a Dual Agent when a tenant who is represented by Broker is viewing properties listed by Broker.

**11. DESIGNATED AGENCY**

Designated Agency is applicable, unless checked below. Broker designates the Licensee(s) above to exclusively represent the interests of Owner. If Licensee is also the tenant's agent, then Licensee is a DUAL AGENT.

☐ **Designated Agency is not applicable.**

**12. DUTIES OF OWNER**

- (A) Some municipalities require various licenses and permits for landlords and/or properties. If required for this property, Owner represents that Owner has obtained, or will obtain by the signing of the lease, the required licenses and permits, will provide copies to Broker and will keep all necessary licenses and permits up to date. Landlord is responsible to pay or reimburse Broker for fines to Broker that are a result of Owner non-compliance.
- (B) If part of a Condominium or Homeowner Association, copies of all relevant rules and regulations regarding rentals and approval of tenants will be made available to Broker within 5 days of the execution of this Listing Contract.
- (C) Owner must promptly notify Broker if the Property becomes vacant before the Ending Date of this Listing Contract.

**13. OTHER PROPERTIES**

Owner agrees that Broker may list other properties for rent and sale, and that Broker may show other properties to prospective tenants.

**14. SECURITY DEPOSIT**

- (A) Owner will keep all security deposits, which will be paid by the tenant directly to the Owner in cash or by check, unless otherwise stated here: \_\_\_\_\_
- (B) Owner agrees that Broker may wait to deposit any uncashed check that is received as deposit money until Owner has accepted an offer.

Owner Initials:

DS  
SJB MAB

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Broker/Licensee Initials:

DS  
M

- (C) Owner agrees that if Owner names Broker or Broker's licensee(s) in litigation regarding security deposits, the attorneys' fees and costs of the Broker(s) and licensee(s) will be paid by Owner.

# 15. MARKETING OF PROPERTY

## (A) Multiple Listing Services (MLS)

1. An MLS is a subscription service used by real estate licensees to market properties to other subscribers. If marketed in an MLS, Broker will make an offer of cooperating compensation to another participant who procures a tenant for the Property (See Paragraph 6). MLS marketing is governed by specific rules and policies, which may differ depending on the MLS used.
2. Owners have the right to decide whether their Property will be marketed in an MLS, but should understand that opting out of MLS marketing may restrict Broker's ability to market the Property in other ways.

- ☐ Broker **will not** use an MLS to advertise the Property. Owner understands and agrees that the listing may be reported to an MLS, but will not be marketed for sale via an MLS. Further, Owner understands and agrees that any and all public marketing of the Property through the use of other means such as yard signs, social media, and public-facing websites may be prohibited. Owner may be required to sign an additional waiver or release to comply with MLS rules and policies.
- ☒ Broker will use an MLS to advertise the Property to other real estate brokers and salespersons. Listing broker shall communicate to the MLS all of Owner's elections made below. Owner agrees that Broker and Licensee, and the MLS are not responsible for mistakes in an MLS or advertising of the Property.

## (B) Virtual Office Website (VOW) and Internet Data Exchange (IDX)

1. Some brokers may use a VOW or IDX, which are governed by specific rules and policies. Owners have the right to control some elements of how their property is displayed on a VOW and/or IDX websites.
2. Owner elects to have the following features disabled or discontinued for VOW and IDX websites (check all that apply):
  - ☐ Comments or reviews about Owner's listings, or a hyperlink to such comments or reviews, in immediate conjunction with Owner's listing.
  - ☐ Automated estimates of the market value of Owner's listing, or a hyperlink to such estimates, in immediate conjunction with the Owner's listing.

## (C) Other

1. Where permitted, Broker, at Broker's option, may use: for rent sign, lock box, key in office, open houses and advertising in all media, including print and electronic, photographs and videos, unless otherwise stated here: \_\_\_\_\_
2. ☐ Owner does not want the listed Property to be displayed on the Internet.
2. ☐ Owner does not want the address of the listed Property to be displayed on the Internet.
3. Owner understands and acknowledges that, if the listed Property is not displayed on the Internet, consumers who conduct searches for listings on the Internet will not see information about the listed Property in response to their search.

## (D) Owner understands and acknowledges that, if an open house is scheduled, the property address may be published on the Internet in connection to the open house.

## (E) While the Property is leased, Broker is not required to continue marketing the Property. If Broker is notified that the Property will be vacant, Broker may again market the Property, including entering the Property in the MLS again.

## (F) Other

# 16. RECORDINGS ON THE PROPERTY

## (A) Owner understands that potential tenants viewing the Property may engage in photography, videography or videotelephony on the Property. Owner should remove any items of a personal nature Owner does not wish to have photographed or recorded, such as family photos, important or confidential paperwork (including any information relating to the listing or communications with Broker or Licensee) and all other personally identifiable information such as birthdates, social security numbers, telephone numbers, etc. Owner is responsible for providing this same notification to any occupants of the Property.

## (B) Any person who intentionally intercepts oral communications by electronic or other means without the consent of all parties is guilty of a felony under Pennsylvania law. Owner understands that recording or transmitting audio may result in violation of state or federal wiretapping laws. **Owner hereby releases all BROKERS, their LICENSEES, EMPLOYEES and any OFFICER or PARTNER of any one of them, and any PERSON, FIRM or CORPORATION who may be liable by or through them, from any claims, lawsuits and actions which may arise from any audio or video recordings occurring in or around the Property.**

# 17. RECOVERY FUND

Pennsylvania has a Real Estate Recovery Fund (the Fund) to repay any person who has received a final court ruling (civil judgment) against a Pennsylvania real estate licensee because of fraud, misrepresentation, or deceit in a real estate transaction. The Fund repays persons who have not been able to collect the judgment after trying all lawful ways to do so. For complete details about the Fund, call (717) 783-3658.

# 18. COPYRIGHT

In consideration of Broker's efforts to market Owner's Property as stated in this Contract, Owner grants Broker a non-exclusive, world-wide license (the "License") to use any potentially copyrightable materials (the "Materials") which are related to the Property and pro-

Owner Initials:

DS  
SJB MAB

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Broker/Licensee Initials:

DS  
M

vided by Owner to Broker or Broker's representative(s). The Materials may include, but are not limited to: photographs, images, video recordings, virtual tours, drawings, written descriptions, remarks, and pricing information related to Owner's Property. This License permits Broker to submit the Materials to one or more multiple listing services, to include the Materials in compilations of listings, and to otherwise distribute, publicly display, reproduce, publish and produce derivative works from the Materials for any purpose that does not conflict with the express terms of this Contract. The License may not be revoked by Owner and shall survive the ending of this Contract. Owner also grants Broker the right to sub-license to others any of these rights granted to Broker by Owner. Owner represents and warrants to Broker that the License granted to Broker for the Materials does not violate or infringe upon the rights, including any copyrights, of any person or entity. Owner understands that the terms of the License do not grant Owner any legal right to any works that Broker may produce using the Materials.

**19. NOTICE TO PERSONS OFFERING TO SELL OR RENT HOUSING IN PENNSYLVANIA**

Federal and state laws make it illegal for Owner, Broker, or anyone to use RACE, COLOR, RELIGION or RELIGIOUS CREED, SEX, DISABILITY (physical or mental), FAMILIAL STATUS (children under 18 years of age), AGE (40 or older), NATIONAL ORIGIN, USE OR HANDLING/TRAINING OF SUPPORT OR GUIDE ANIMALS, or the FACT OR RELATIONSHIP OR ASSOCIATION TO AN INDIVIDUAL KNOWN TO HAVE A DISABILITY as reasons for refusing to sell, show, or rent properties, loan money, or set deposit amounts, or as reasons for any decision relating to the sale or rental of property. The municipality in which the Property is located may have enacted an ordinance or other law that extends the protections for access to housing to additional classes of individuals, such as gay, lesbian, bisexual and transgender individuals and couples. Broker and Owner are advised to check with your local municipality, representative from the Pennsylvania Human Relations Commission, or your own attorney for further guidance.

**20. IF PROPERTY WAS BUILT BEFORE 1978**

The Residential Lead-Based Paint Hazard Reduction Act says that any Owner of property built before 1978 must give the Tenant an EPA pamphlet titled *Protect Your Family from Lead in Your Home*. The Owner also must tell the Tenant and the Broker what the Owner knows about lead-based paint and lead-based paint hazards that are in or on the property being rented. Owner must tell the Tenant how the Owner knows that lead-based paint and lead-based paint hazards are on the property, where the lead-based paint and lead-based paint hazards are, the condition of the painted surfaces, and any other information Owner knows about lead-based paint and lead-based paint hazards on the property. Any Owner of a pre-1978 structure must also give the Tenant any records and reports that the Owner has or can get about lead-based paint or lead-based paint hazards in or around the property being rented, the common areas, or other dwellings in multi-family housing. The Act does not require the Owner to inspect for lead paint hazards or to correct lead paint hazards on the property. The Act does not apply to housing built in 1978 or later.

**21. TRANSFER OF THIS CONTRACT**

- (A) Owner agrees that Broker may transfer this Contract to another broker when:
1. Broker stops doing business, OR
  2. Broker forms a new real estate business, OR
  3. Broker joins his business with another.
- (B) Broker will notify Owner immediately in writing if Broker transfers this Contract to another broker. Owner will follow all requirements of this Contract with the new broker.

**22. FORECLOSURE**

\_\_\_\_\_ (Owner initials) Owner will notify Broker immediately if Owner receives a notice of foreclosure. Owner has not received a foreclosure notice, unless otherwise stated here: \_\_\_\_\_

**23. NO OTHER CONTRACTS**

Owner will not enter into another rental listing contract for the Property with another broker that begins before the Ending Date of this Contract.

**24. ADDITIONAL OFFERS**

- (A) Once Owner enters into a lease, Broker is not required to present other offers from tenants.
- (B) Broker's obligation to present all offers for the Property begins again when Broker puts the Property back on the market.
- (C) Unless prohibited by Owner, if Broker is asked by a potential tenant or another licensee(s) about the existence of other offers on the Property, Broker will reveal the existence of other offers and whether they were obtained by the Licensee(s) identified in this Contract, by another Licensee(s) working with Broker, or by a by a licensee(s) working for a different Broker.

**25. CONFLICT OF INTEREST**

It is a conflict of interest when Broker or Licensee has a financial or personal interest in the property and/or cannot put Owner's interests before any other. If Broker, or any of Broker's licensees, has a conflict of interest, Broker will notify Owner in a timely manner.

**26. ENTIRE CONTRACT**

This Contract is the entire agreement between Broker and Owner. Any verbal or written agreements that were made before are not a part of this Contract.

**27. CHANGES TO THIS CONTRACT**

All changes to this Contract must be in writing and signed by Broker and Owner.

211 Owner Initials: 

Broker/Licensee Initials: 

28. SPECIAL INSTRUCTIONS

The Office of the Attorney General has not pre-approved any language added by any parties. Any special conditions or additional terms in this Contract must comply with the Pennsylvania Plain Language Consumer Contract Act.

29. SPECIAL CLAUSES

(A) The following are part of this Listing Contract if checked:

- ☐ Property Description Sheet for Rental (PAR Form XLRA)  
☐ Single Agency Addendum (PAR Form SA)  
☐  
☐

(B) Additional Terms:

6 month lease term

Owner has received the Lead-Based Hazards Disclosure Form and agrees to complete and return to Listing Broker in a timely manner, if required.

Owner has read the Consumer Notice as adopted by the State Real Estate Commission at 49 Pa. Code §35.336.

Owner has read the entire Contract before signing. Owner must sign this Contract.

Owner gives permission for Broker to send information about this transaction to the fax number(s) and/or e-mail address(es) listed.

Return of this Contract, and any addenda and amendments, including return by electronic transmission, bearing the signatures of all parties, constitutes acceptance by the parties.

This Contract may be executed in one or more counterparts, each of which shall be deemed to be an original and which counterparts together shall constitute one and the same Agreement of the Parties.

NOTICE BEFORE SIGNING: IF OWNER HAS LEGAL QUESTIONS, OWNER IS ADVISED TO CONSULT A PENNSYLVANIA REAL ESTATE ATTORNEY.

OWNER Melissa A Bemer DATE 10/17/2024

DocuSigned by:

8B95B746B2E944E...

OWNER Stephen J Bemer DATE 10/16/2024

DocuSigned by:

3E08DC9E565F44A...

OWNER \_\_\_\_\_ DATE \_\_\_\_\_

BROKER (Company Name) Kurfiss Sotheby's International Realty

ACCEPTED BY Juliana Martell DATE 10/16/2024

DocuSigned by:

Juliana Martell