MISTER NEW YORK REAL ESTATE

Exclusive Right to Rent Agreement

Residential · Landlord / Owner

Important: This is a legally binding agreement. Read it carefully. You may wish to have your attorney review it before signing. Commission rates and terms are not set by law and are negotiable.

1. Parties

This Agreement is made on _____, 20_____ between _____ ("Landlord"), whose address is _____, and **Bradley Poster, Licensed Real Estate Broker, d/b/a Mister New York Real Estate** ("Broker"), 516-451-1776, info@misternewyork.com, broker office address _____.

2. Property

Landlord gives Broker the exclusive right to rent the residential property at _____, unit _____ (the "Property"): [ ] Apartment [ ] House [ ] Condo unit [ ] Co-op unit [ ] Other _____; bedrooms _____; bathrooms _____.

3. Term

This Agreement begins on _____ and ends at 11:59 p.m. on _____ (the "Term").

4. Rental Terms

Asking rent: $_____ per month; lease length _____; available on _____; pets [ ] allowed [ ] not allowed [ ] case by case; utilities included _____. Landlord may accept other terms in Landlord's sole discretion.

5. Broker's Services

Broker will use reasonable efforts to rent the Property, including: advising on asking rent based on current market information; photographing and marketing the Property online, including on nycapartmentsrental.com and misternewyork.com; arranging showings by appointment; collecting rental applications and passing them to Landlord, who decides whom to rent to; presenting all offers; negotiating terms on Landlord's behalf; and keeping Landlord updated until the lease is signed.

6. Commission

Landlord will pay Broker a commission of [ ] _____ month(s)' rent [ ] _____% of the first year's rent [ ] $_____ flat fee, if during the Term the Property is rented to anyone, whether found by Broker, Landlord or anyone else. The commission is payable when the lease is fully signed, unless otherwise stated here: _____.

Lease renewals or extensions with the same tenant: [ ] Commission of _____ [ ] No commission.

7. Tenant Fees

If the Property is in New York City, Broker will not charge the tenant any broker fee for this rental, and all fees a tenant must pay will be shown in the listing and given to the tenant in writing before the lease is signed, as New York City's FARE Act requires. Outside New York City, Broker will not charge the tenant a broker fee unless written here, disclosed to the tenant before the tenant applies, and allowed by law: _____.

8. Protection Period

If within _____ days after the Term ends the Property is rented to anyone who saw the Property or applied for it during the Term, the commission above is due. Broker will give Landlord a written list of those people within 10 days after the Term ends. This does not apply if Landlord has signed an exclusive agreement with another licensed broker after the Term.

9. Landlord's Duties

Landlord will refer all inquiries to Broker; give Broker reasonable access to show the Property (lockbox [ ] allowed [ ] not allowed); give accurate information about the Property; confirm that the Property is a legal rental with any rental permit or certificate of occupancy the town or city requires; and follow New York law, including: a security deposit of no more than one month's rent; a background and credit check fee of no more than $20; return of the deposit (or an itemized list of deductions) within 14 days after the tenant moves out; and, for homes built before 1978, the federal lead-based paint disclosure. Landlord will not refuse a tenant because of a lawful source of income, including housing vouchers.

10. Required Notices

Broker will give Landlord the New York State agency disclosure form and the New York State Housing and Anti-Discrimination Disclosure Form. These are separate documents and are not part of this Agreement.

11. Cooperation with Other Brokers

Broker may work with other licensed brokers. Any commission due to a cooperating broker will be paid by Broker out of the commission in this Agreement, unless Landlord agrees otherwise in writing.

12. Agency and Dual Agency

Broker represents Landlord in this transaction. Broker will not act as agent for the other party in the same transaction (dual agency) unless Landlord gives informed written consent. Landlord consents to dual agency: [ ] Yes [ ] No Initials _____

13. Equal Opportunity

Broker and Landlord will comply with all federal, New York State and local anti-discrimination laws. Broker will not take part in any discrimination based on any characteristic protected by law.

14. Information Provided

Landlord confirms that information given to Broker is true to the best of Landlord's knowledge, and will tell Broker promptly of any changes. Broker may rely on that information. Broker does not give legal, tax, engineering, environmental or appraisal advice; Landlord should consult the appropriate professionals.

15. General

This is the entire agreement between the parties and may only be changed in writing signed by both. It is governed by the laws of the State of New York. If any part is found unenforceable, the rest remains in effect. Signatures delivered electronically or by PDF are valid. Broker will give Landlord a copy of this Agreement once signed.

16. Additional Terms

_____

_____

_____

LANDLORD

_____

Signature

_____

Print name and title (if signing for a company)

_____

Company name (if any)

_____

Date

BROKER

_____

Bradley Poster, Licensed Real Estate Broker

Mister New York Real Estate

_____

Date

516-451-1776 · info@misternewyork.com · misternewyork.com

Sample agreement provided by Mister New York Real Estate. It is not legal advice. Have your attorney review it before signing. Form version 11/2026.