



EXCLUSIVE AUTHORIZATION TO LEASE

The undersigned Owner hereby grants the undersigned Broker the exclusive authorization and right, for a period commencing this date and terminating at midnight of: _____, to lease the real property situated in the City of **Novato**, County of **Marin**, State of **CALIFORNIA**, described as: _____ consisting of a: **x bedroom, x bathroom single family home** together with the following personal property: **TBD** at a rental of **\$ TBD** for a period of not more than twelve months, upon the following terms:

Please initial if you would like a lawn sign placed on the property. _____ A \$40.00 fee will be charged.

Tenants shall mail their rent to:

IMPORTANT NOTES

- Homeowners who reside outside of California may be subject to tax withholding by the California Franchise Tax Board on the rental income. Please ask for further information.
- The amount or rate of real estate commissions is not fixed by law. They are set by each Broker individually and may be negotiable between the Seller and Broker.
- Homeowner will receive a compact disc containing photographs documenting the move-in condition of the property. These photographs are proprietary and remain the sole property of Dalmon Property Management, Inc., and cannot be published, shared, sold, etc., for any purpose, without express written consent.

Owner agrees to pay Broker as compensation for services rendered a fee of **6.5% of the year's lease**, IF:

1. During the term hereof Broker procures a tenant on the terms specified herein or on any other terms acceptable to Owner.
2. During the term hereof the property is rented or leased by Owner or through any other source.
3. During the term hereof the property is sold, exchanged or otherwise transferred, in which event the Broker shall be entitled to a fee of **\$800.00**.
4. The property is withdrawn from the market or if this authorization is revoked during the term hereof or if the Owner otherwise prevents the performance hereunder by the Broker, in which event the Broker shall be entitled to a fee of **\$800.00**.
5. A lease, sale, exchange or other transfer of the property is made by Owner **within 90 days** after the termination of this agreement or any extension thereof, to persons with whom Broker shall have negotiated during the term hereof and whose names Broker shall have submitted in writing to the Owner **before or upon termination** of this agreement or any extension thereof. However, this provision shall not apply if, during the term of said protection period, a valid exclusive listing agreement is entered into with another licensed real estate broker.

If suit is brought to collect the compensation or if Broker successfully defends any action brought against Broker by Owner arising out of the execution of this authorization or any lease or other transfer relating to the herein described property, Owner agrees to pay all costs incurred by Broker in connection with such action, including a reasonable attorney's fee.



Owner agrees to make available to Broker all data, record, and documents required in connection with the leasing of the property or premises, to allow Broker to show the property at reasonable times and upon reasonable notice, and to commit no act which might tend to obstruct the Broker's performance hereunder.

The undersigned Owner warrants that he is the owner of record of the property or has the authority to execute this agreement.

Receipt of a copy of this authorization is hereby acknowledged.

In consideration of the execution hereof, the undersigned Broker agrees to use diligence in procuring a lessee.

Owner: _____

Date: _____

Agent: _____

Date: _____

Beth Nagy, Broker

Property Address:

SAMPLE