



945 MCKINNEY STREET #343  
HOUSTON, TEXAS 77002  
TELEPHONE NO. (281) 738-2648  
TELECOPIER NO. (281) 957-5357

### Service Agreement – Flat Fee Lease Listing Plan

This “Service Agreement-Flat Fee Lease Listing Plan”, referred to as “This Agreement”, is being entered into by the Landlord of the Property set forth below to be listed in the HAR MLS system for purposes of leasing their Property themselves, and Memorial First Realty, later referred to as “MFR”. This Agreement refers to the “Flat Fee Lease Listing Plan” referenced and explained at the MFR website-[www.memorialfirstrealty.com](http://www.memorialfirstrealty.com), and does not pertain to any other listing plan. By signing This Agreement the Landlord acknowledge that the fee of \$149.00 is consideration for performing the following services, known as “Basic Services”, and does not constitute a level of service outside these listed services. **Once the Landlords listing has been entered in the MLS the fee of \$149.00 for this “Flat Fee Lease Listing” will not be refunded to Landlord for any reason, unless an authorized MFR Broker has decided to cancel the listing for whatever reason, and then the fee of \$149 will be refunded. Any fee paid above the \$149 basic services fee shall be considered a “cost of doing business” and will not be refunded to Landlord for any reason.**

The Landlord further acknowledges that he/she are entering into an Exclusive Agency Lease Listing Agreement with MFR, and that it is the responsibility of the Landlord to find potential Tenants, other than the leads that will be automatically forwarded to Landlord designated phone number through MFR’s automated phone system. The details of this Exclusive Agency Lease Listing Agreement are explained in a separate contract, and MFR is not being compensated with a broker’s commission at the time of lease signing. The compensation of \$149.00 paid to MFR is tied to the services outlined in This Agreement, also explained at the MFR website within the Flat Fee Lease Listing Plan page, and is not paid as compensation under an Exclusive Right to Lease contract, but instead as compensation and consideration only for the following basic services set forth below.

#### **Basic Services**

1. Landlord’s property listed in the [www.HAR.com](http://www.HAR.com) Houston Association of Realtors (HAR) MLS. The MLS is the database used by all Realtors to search for homes for buyers they represent.
2. Landlord’s property listed in the National Association of Realtors (NAR) website - [www.Realtor.com](http://www.Realtor.com).
3. Landlord’s property listed in website - [www.Homes.com](http://www.Homes.com), a real estate search engine with tens of thousands of member sites, mostly real estate agents and real estate office web sites.
4. Landlord’s property listed in the following websites: [www.Move.com](http://www.Move.com), [www.MSN.com](http://www.MSN.com), [www.WSJ.com](http://www.WSJ.com) (Wall Street Journal), [www.Netscape.com](http://www.Netscape.com), [www.Excite.com](http://www.Excite.com), [www.NetZero.com](http://www.NetZero.com), [www.Iwon.com](http://www.Iwon.com), [www.CompuServe.com](http://www.CompuServe.com), [www.Juno.com](http://www.Juno.com), and this website [www.MemorialFirstRealty.com](http://www.MemorialFirstRealty.com).
5. Landlord’s property listed in an additional 75 local websites, including [www.Click2Houston.com](http://www.Click2Houston.com), [www.Click2Weather.com](http://www.Click2Weather.com), [www.NBC5i.com](http://www.NBC5i.com), [www.Telemundodallas.com](http://www.Telemundodallas.com), [www.KSAT.com](http://www.KSAT.com), and [www.KFOXTV.com](http://www.KFOXTV.com), plus many others.
6. Access to the Landlord Resources page within this website. This page contains useful information and downloads of Texas Real Estate Commission (TREC) and Texas Association of Realtor (TAR) standard real estate forms and disclosures needed to lease your property. An example of one of these forms is the “Residential Lease Agreement”; used Landlord and tenant to enter a binding lease. Once we have received payment we will send an email including your userid and password to access this page.
7. Landlord will be set up in MFR’s automated IVR phone system to receive leads from prospective Tenants. You will also receive an automated email confirming that the lead was forwarded to Landlords phone number. Even though the phone system is very dependable, MFR does not promise or warrant 100% “up time”, and from time to time there may be system outages that are unavoidable (e.g., act of god) and MFR shall not be held liable for such outages.
8. Forwarding of leads MFR received on your property from the HAR.com website to Landlords email address.
9. Easily and conveniently submit required listing forms online using our MLS entry tool; however, if you prefer, you could download all forms directly to your PC and mail them back to us. Submitting the forms online is easier because most fields have dropdown selections that allow picking from a list of valid choices that speeds up the entry process.
10. MFR will post up to 32 pictures of Landlords property if pictures are supplied to MFR by Landlord. MFR is not liable for taking pictures of Landlords property for purposes of this listing.
11. If Landlord has questions, Landlord will be directed to the Landlord Resources page of MFR’s website for answers. If Landlord cannot find an adequate answer at the Landlord Resources page their MFR agent will be available to answer questions via email or fax.
12. Although it is Landlords responsibility to execute all contracts and handle all aspects of Landlords real estate transaction with Tenant or Tenants Agent, MFR will forward all e-mails directly to Landlord, should we receive them. The e-mail address used for forwarding will correspond to the information collected in the “Contact Information” Form that Landlord completed as part of our Flat Fee Lease Listing Plan.
13. Unlimited MLS changes. If you want to change the lease price of your rental send MFR an email.



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14. Access to download a “FOR LEASE” yard sign template from our Landlord Resources page. The sign includes our corporate logo and name, Realtor logo, and an open place to insert your contact phone number for those tenants not represented by an agent. Save the template on a flash drive and take to Kinko's, or other print vendor, to have your sign made. You pay the cost to make the sign.
15. A listing period of 6 months with an option to extend that period for another 6 months. You can cancel your listing anytime but the fee(s) paid MFR are non refundable. If MFR notices that ownership of the listed home changes during the listing term, our staff will terminate the listing automatically.
16. MFR will attempt to get Landlords listing up and running within 24 hours of receiving payment but shall not be held liable if not able to do so.
17. The flexibility to decide how much to compensate the tenants agent. Most listing brokerages will insist you compensate the tenants' broker a fee equal to ½ of one months rent for bringing the tenant. We let you decide how much to compensate the tenants broker.

**For an additional fee of \$200 the Landlord will receive these “Premium Services” beyond and separate from Basic Services 1 through 17 outlined above.**

#### **Premium Services**

18. Rental of a SUPRA Lockbox during your listing period. A SUPRA will allow buyer's REALTORS access to your home for showings without you needing to be there.
19. Installation and pickup of the SUPRA Lockbox after your home sells. One of our agents will arrange a time convenient for you to get the house key(s) to be placed in the lockbox.
20. Contract with CSS (Centralized Showing Services) to professionally schedule all showing appointments. CSS offers an extra level of security because they verify the identity of all Realtors when making showing appointments. CSS will call you prior to accepting a showing appointment to ensure the time is fine with you. If the time is not acceptable, CSS will call the prospective tenants Realtor back and reschedule another time that is acceptable with you.
21. A password and userid to log into the CSS website to get feedback from showings. This feature is nice because it allows you to track all access to you rental and receive showing feedback to understand what prospective tenants liked about your property and what they may not have liked. MFR grants you full access to the CSS site so Landlord can change showing instructions if needed and get all Realtor contact information for Realtors that have shown Landlords rental.

**For an additional fee of \$100 the Landlord will receive these “Other Premium Services” beyond and separate from Basic Services 1 through 17 and Premium Services 18 though 21.**

#### **Other Premium Services**

22. Rental of one of our professional yard signs to use during your listing period. Landlords contact number will be added to the sign so that prospective tenants not represented by agents will know how to contact Landlord. If Landlord opted for the CSS service, agents desiring to schedule showings will know that they must call CSS to set up a showing appointment since CSS will be entered as the showing contact in a special MLS field that only agents can see.
23. Installation and pickup of the yard sign after Landlords property leases. One of MFR's agents will drive to Landlords home and install the yard sign.

**For the incremental fees noted below Landlord will receive these “Additional Services” beyond and separate from Basic Services 1 through 17 and “Premium Services” 18 though 21, and “Other Premium Services” 23 and 24.**

#### **Additional Services**

24. \$125 to renew Landlords listing services for another 6 months.



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- 25. \$50 to prepare a Comparative Market Analysis (CMA) indicating recent leases in your area within the last six months. Leased prices on all comparables and an average leased price per square foot is provided in this report which gives Landlord a clear picture of true market value, at the current time, in Landlords particular area.
- 26. \$50 to switch out a SUPRA keybox should the battery fail. Even though this is not likely since SUPRA batteries are designed to last for years on a single charge, MFR must mention this in the unlikely case it should happen and in order to cover MFR’s costs.
- 27. \$50 to switch out a rented yard sign that has been weather worn.

Landlord realizes that MFR does not warrant, give direction to, or take responsibility for any use of the material, forms, instructions, or comments, outlined in the Landlord Resources page of MFR’s website, and that this page is only being provided as an aid for Landlord in consummating their deal with any potential Tenant, Tenants Agent. In the state of Texas it is legal to lease your own home, as you are acting as your own agent under the context of This Agreement.

Landlord also understands that every attempt will be made to answer questions **via Fax and E-mail**, and that the Landlord will have no grounds for suit, refund, or otherwise claim, against MFR, or their agents, for what is considered poor or inaccurate responses or service made by MFR. The Landlord further acknowledges that the responsibility of leasing their home and closing their real estate transaction lies solely with Landlord, and that Landlord will hold MFR, and MFR’s agents, harmless in the event Landlords home does not lease, or complications arise during the closing of the transaction with the Tenant, or Tenants Agent.

Landlord also represents that the Landlord has fee simple title to and peaceable possession of the Property and all it’s improvements and fixtures, unless rented, and the legal capacity to lease the Property. Landlord is not bound by a listing agreement with another broker for the sale, exchange, or lease of the Property that is or will be in effect during this listing. Landlord represent that any pool or spa and any required enclosures, fences, gates, and latches, comply with all applicable laws and ordinances, and that no person or entity has the right to purchase, lease, or acquire the Property by an option, right of refusal, or other agreement, and that there are no delinquencies or defaults under any deed of trust, mortgage, or other encumbrance on the Property, and the Property is not subject to the jurisdiction of any court. The Landlord further represents that all information regarding the Property, which Landlord provide to Broker, is true and correct to the best of the Landlord knowledge.

MFR, it’s agents, and Broker, are not responsible for or liable in any manner, for personal injury to any person or for loss or damage to any person’s real or personal Property resulting from any act or omission not caused by MFR’s negligence, including but not limited to injuries or damages caused by: other brokers, their associates, inspectors, appraisers, and contractors, acts of third parties, freezing water pipes, dangerous condition on the Property, the properties non-compliance with any law or ordinance.

Landlord further agree to protect, defend, indemnify, and hold MFR, its agents, and Broker, harmless from any damage, costs, attorney’s fees, and expenses that are caused by Landlord, negligently or otherwise, that arise from Landlord failure to disclose any material or relevant information about the Property, or caused by Landlord giving incorrect information to any person.

MFR advises Landlord to remove or secure jewelry, prescription drugs, and other valuables. MFR cannot give legal advice, so read this statement of understanding carefully. If you do not understand the effect of this agreement consult an attorney before signing.

If you agree with everything stated in **This Agreement**, sign, date, and return this form with your lease listing package.

Landlord Signature \_\_\_\_\_ Date \_\_\_\_\_

Landlord Signature \_\_\_\_\_ Date \_\_\_\_\_

Property Address \_\_\_\_\_