



Date 1/20/2016

Owner Leibish Jakowbewitz
Address 155 South 2nd
City State Zip Brooklyn N.Y. 11211

RE: Property Address (the "Property") 155 South 2nd Unit #12

Dear Owner:

You have agreed to employ THE REAL ESTATE GROUP N.Y. INC dba MNS ("MNS", "we", or "us") as a real estate broker with the exclusive right to rent the Property on the following terms and conditions:

1. You represent that you are the owner of the Property and have the authority to enter into this agreement (the "Agreement"). You authorize us to offer the Property for rent at the price set forth below or subsequently authorized by you. You agree that we may rely on any information you provide to us about the Property.
2. We are authorized to offer the Property for rent at a price of \$2650 per month. You may change the asking price of the Property at any time.
3. This Agreement shall be effective and continue in full force and effect from the date you sign this Agreement and for 180 days from the date you authorize us to disseminate the listing information through the RLS (the "Listing Date"). At the end of the exclusive term, the listing will automatically convert to an open, non-exclusive listing with us unless you advise us to the contrary.
4. We are authorized by you to invite, at our own discretion, the cooperation of other licensed real estate brokers (each, a "Cooperating Broker") and to work with them on a cooperating basis for the rental of the Property. In the event another licensed real estate broker solicited by us is involved in the transaction, we shall pay the cooperating broker a commission by separate agreement with such broker. You understand that we represent you except if another MNS agent represents the renter. In that case, MNS will be a dual agent and will represent both you and the renter. In all instances, MNS treats all parties fairly and honestly.
5. You agree to provide us with a copy of the most recent rental application documents required by your condominium or coop before we list the Property on the RLS.
6. If the Property is rented pursuant to this Agreement, our commission to be paid by the renter shall be fifteen (15%) percent of the first year's rent.
7. If at any time up to 180 days following the later of (i) the expiration of the last renewal or extension

of the lease or (ii) the renter vacating the Property, the renter signs a contract to purchase the Property and subsequently closes on the Property, MNS will be recognized as the procuring broker of the sale and our commission to be paid by you shall be six (6%) percent of the total sale price of the Property, including, without limitation, any amounts paid on account of garage or storage space or any other property sold in connection therewith (the "Sale Price"). If the sale is consummated through a Cooperating Broker, at our request, you agree to pay the Cooperating Broker as directed by us. In no event shall the total commission you pay exceed 6% of the Sale Price. You further agree that said commission shall be paid by certified or attorney's check(s) at the closing of such sale. If you willfully fail to close on the Property, after a contract of sale is fully executed, then we shall be entitled to our full commission.

At the time of closing, you may be required to deposit the broker's commission with the county clerk in the event that you do not pay the broker his or her commission as set forth herein. Your obligation to deposit the broker's commission with the county clerk may be waived by the broker.

8. In the event that you become legally entitled to retain and, in fact, retain, any deposit or any portion therewith paid to you by a person introduced to you during the term of this Agreement pursuant to a contract of sale, you agree to pay us ten (10%) percent of that amount.
9. During the term of this Agreement, you agree to refer to us all inquiries, proposals and offers received by you regarding the Property, including, but not limited to those from principals and other brokers, and you agree to conduct all negotiations with respect to the rental or other disposition of the Property solely and exclusively through us.
10. If the Property is rented or sold to a person or entity you did not refer to us as required by this Agreement, you agree to recognize us as the procuring broker in connection therewith and to pay us a commission equal to fifteen (15%) percent of the first year's rent or six (6%) percent of the Sale Price, as the case may be.
11. During the term of this Agreement, all operating expenses of the Property shall be the responsibility of you as owner, and not the responsibility of MNS.
12. If the Property consists of one or more residential Units, then our right to offer the Property shall include the right to offer one or more of such Units and references to "Property" hereunder shall be deemed to include any such Unit.
13. Within three (3) business days of the expiration date of this Agreement, we shall deliver to you, in writing, a list of no more than six (6) prospective renters who inspected the Property during the term of this Agreement. If the Property consists of one or more residential Units, then we will deliver to you, in writing, lists for each residential Unit. If within ninety (90) days after the expiration date, a lease is signed with a renter on said list(s), we shall be entitled to the commission provided for in this Agreement. This list is confidential and for your personal use only.



14. You hereby acknowledge that we have informed you of your obligations under the Lead Paint Disclosure Law (42 U.S.C. 4852(d)) and that you are aware of your responsibility to ensure compliance therewith.
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15. This Agreement shall bind and benefit the personal representatives, successors or assigns of the parties, and may not be changed, rescinded, or modified except in writing, signed by both of us. This Agreement shall be governed by the internal laws of the State of New York.
16. This Agreement may be executed in one or more counterparts, any of which may be executed and transmitted by facsimile or other electronic method, and each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
17. In the event any action is commenced to interpret or enforce this Agreement or any provision thereof, the prevailing party in such action shall be entitled to an award of reasonable attorneys' fees and costs, including any fees and costs incurred in enforcing any judgment.

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If the foregoing meets with your approval, please sign and return the enclosed copy of this Agreement. We look forward to working with you towards the successful sale of the Property.

Sincerely,

THE REAL ESTATE GROUP N.Y. INC dba MNS

By: Wilson Perry
Name
Managing Director- (Office Branch)

By: David Meisels
Name
Licensed Real Estate Salesperson

AGREED TO AND ACCEPTED:

By: [Signature]
Name
Landlord

Date: 1/20/2016

By: _____
Name
Landlord

Date: _____