

**AGREEMENT TO PROCURE TENANT**  
(To be used only with NCAR Form 101)

**No management services, including but not limited to the conduct of any credit check and/or criminal background check, the preparation of a lease agreement, or the collection or handling of any security deposit and/or rent payments, shall be provided in connection with this Agreement.**

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

The additional provisions set forth below hereby amend the Exclusive Right to Sell Listing Agreement (the "Listing Agreement") for the Property between Seller: \_\_\_\_\_  
and Firm: \_\_\_\_\_,  
effective on the date that this Agreement To Procure Tenant is signed by both parties.

**1. EXCLUSIVE AGENCY TO PROCURE TENANT:** For a period extending until the expiration of the term of the Listing Agreement or the execution of a lease, whichever occurs sooner, Seller hereby grants Firm an exclusive agency to procure a prospective tenant for the Property at the rental rate and on the other terms set forth below, or at such rental rate and upon such other terms as may be agreed upon in writing by Seller with any tenant. **Seller represents that, as of the commencement date of this Agreement to Procure Tenant, Seller is not a party to an agreement to lease the Property with any other firm.**

In the event that Seller enters into a lease agreement for the Property, the Listing Agreement (*check only ONE*):  shall terminate upon the execution of such lease agreement OR  shall continue in full force and effect until the expiration of the term of the Listing Agreement.

**2. SELLER'S RIGHT TO LEASE:** Seller reserves the right to lease the Property during the term hereof, without incurring liability for any compensation to Firm, to any tenant procured by Seller. In the event Seller leases the Property, Seller shall immediately notify Firm in writing, specifying the name of the tenant. Upon the receipt by Firm of such notice, this Agreement to Procure Tenant shall terminate, provided, however, that if the parties have indicated in paragraph 1 above that the Listing Agreement shall continue in full force and effect after Seller enters into a lease agreement, the Listing Agreement shall continue for the balance of its term.

**3. COORDINATION WITH LISTING AGREEMENT:** Except as otherwise set forth herein, all relevant provisions of the Listing Agreement, including but not limited to the "Marketing" provision, shall also apply to this Agreement to Procure Tenant, with appropriate substitutions in wording as the context may require, including but not limited to the substitution of the term "Landlord" for "Seller," the term "Lease" for "Sale," and the term "Tenant" for "Buyer."

**4. LEASE TERMS:**

**RENTAL PERIOD/RATE:**  Yearly \$ \_\_\_\_\_  Monthly \$ \_\_\_\_\_ **SECURITY DEPOSIT:** \_\_\_\_\_

**PETS:**  NOT ALLOWED  ALLOWED **NONREFUNDABLE PET FEE** (if pets allowed): \$ \_\_\_\_\_

**TYPE OF PET PERMITTED** (if pets allowed): \_\_\_\_\_

**PERSONAL PROPERTY (INCLUDING APPLIANCES):** \_\_\_\_\_

**SERVICES/FEES INCLUDED IN RENT**, (if any) (i.e., water, utilities.): \_\_\_\_\_

**POSSESSION DATE:** \_\_\_\_\_ **OTHER TERMS:** \_\_\_\_\_



**5. SERVICES:** In consideration of Seller's agreement to enter into this Agreement to Procure Tenant, Firm agrees to use diligent efforts to locate a prospective tenant for the Property. Firm shall refer any prospective tenants (*check ONE*)  to Seller  to the following property management firm: \_\_\_\_\_.

**This is not a property management services agreement.** In the event that Firm does procure any management services at the request of Seller, it is understood and agreed that Firm shall only be acting in the capacity of procurer for Seller and shall accrue no liability or responsibility in connection with any services so obtained on behalf of Seller. **Any lease shall be entered into in Seller's name, and Seller agrees that Firm shall have no responsibility with respect to such lease, including but not limited to the tenant's performance thereunder.**

**6. COMPENSATION:** Seller agrees to compensate Firm as follows if Seller enters into a lease of the Property during the term of this Agreement to Procure Tenant:

**(a) Amount of Compensation:**

\_\_\_\_\_% of the first full month's rent

\$ \_\_\_\_\_

Other (specify): \_\_\_\_\_

**(b) Time of Payment:** Seller will pay the compensation:

Within \_\_\_\_\_ calendar days after entering into a lease for the Property

Other (specify): \_\_\_\_\_

**7. COOPERATION WITH/COMPENSATION TO OTHER FIRMS:** Firm has advised Seller of Firm's company policies regarding cooperation and the amount(s) of any compensation that will be offered to Cooperating Real Estate Firms in connection with leasing the Property. Seller authorizes Firm to (*Check ALL applicable authorizations*):

Cooperate with subagents representing the Seller and offer them the following compensation: \_\_\_\_\_; and/or

Cooperate with tenant agents representing the tenant and offer them the following compensation: \_\_\_\_\_; and/or

Cooperate with and compensate other Cooperating Real Estate Firms according to the Firm's attached policy.

**8. ADDITIONAL TERMS AND CONDITIONS:** The following additional terms and conditions shall also be a part of this Agreement to Procure Tenant: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

IN THE EVENT OF A CONFLICT BETWEEN THIS ADDENDUM AND THE EXCLUSIVE RIGHT TO SELL LISTING AGREEMENT, THIS AGREEMENT TO PROCURE TENANT SHALL CONTROL.

THE NORTH CAROLINA ASSOCIATION OF REALTORS®, INC. MAKES NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION.

Seller Signature \_\_\_\_\_ Date \_\_\_\_\_

Seller Signature \_\_\_\_\_ Date \_\_\_\_\_

Seller Signature \_\_\_\_\_ Date \_\_\_\_\_

Firm \_\_\_\_\_  
Real Estate Firm Name

By: \_\_\_\_\_ Date \_\_\_\_\_  
Individual agent signature