

## EXCLUSIVE RIGHT TO RENT AGREEMENT

This Exclusive Right to Rent Agreement (“AGREEMENT”) provides for the exclusive engagement of Daniel Gale Sotheby’s International Realty (“BROKER”) by the undersigned Landlord(s) (“LANDLORD”) to market and rent the property (“PROPERTY”) described below. **This is a legally binding contract.**

PROPERTY:

Street Address: 40-14 83rd Street Apt/Unit #: Commercial

City, County, State, Zip: Elmhurst, NY 11373

LANDLORD(S):

F & F Elmhurst LLC c/c Dmitry-Daniel Figotin

LANDLORD hereby grants BROKER the **Exclusive Right to Rent** the PROPERTY during the time period below. When used in this AGREEMENT, the term “BROKER” includes the licensed real estate agent(s) associated with BROKER.

1. **LENGTH OF AGREEMENT.** This AGREEMENT begins on 05/08/2026, and ends at 11:59 pm on 08/14/2026, or upon the execution of a lease, delivery of possession of the PROPERTY, or condominium or co-op board approval, whichever is later (the “TERM”).
2. **RENTAL AMOUNT.** The PROPERTY will be offered for rent at \$ 14,000 /month.

Any adjustment to the listed rental price will be agreed upon in writing between LANDLORD and BROKER.

3. **BROKER’S FEE.**

**NOTICE: REAL ESTATE BROKER COMPENSATION IS NOT SET BY LAW OR BY ANY ASSOCIATION, BOARD, MLS OR LISTING SERVICE. IT IS SET BY EACH BROKERAGE AND IS FULLY NEGOTIABLE.**

LANDLORD agrees to pay BROKER a total fee (the “BROKER FEE”) equal to 3- months rent for professional real estate services in the marketing and rental of the PROPERTY. The BROKER FEE is due and payable as set forth in paragraph 4.

**Note: The New York City Fairness in Apartment Rental Expenses Act (“FARE Act”) significantly impacts how residential rental listings in New York City and the boroughs are marketed and how broker fees are disclosed and charged. It (a) prohibits the broker hired by the landlord from collecting a broker fee from the tenant; (b) requires full disclosure of all tenant fees – costs to lease the property; (c) provides for enforcement through fines and private legal action; and (d) presumes that a broker publishing a listing (even passively via the Internet or other media) works for the landlord and therefore cannot seek a broker fee from the tenant. For this reason, as of August 1, 2025, rental listings will not be syndicated via the MLS or RLS to other broker sites, unless the landlord is paying the commission of a tenant’s broker.**

4. **BROKER FEE DUE AND PAYABLE.** The BROKER FEE is earned, due and payable: (a) if BROKER procures a tenant ready, willing and able to rent the PROPERTY on such terms and conditions acceptable to LANDLORD; (b) if through BROKER’S efforts a tenant and LANDLORD reach an agreement on all essential terms of a transaction; (c) if the PROPERTY is rented or LANDLORD delivers possession to a tenant or occupant during the term of this AGREEMENT, whether or not the rental or delivery of possession is a result of BROKER’S efforts and even if the PROPERTY is rented as a result of the efforts of LANDLORD or any other person, broker or agent; or (d) if the PROPERTY is rented by BROKER, or through any other person, including LANDLORD, on the above terms or any other price and terms acceptable to LANDLORD during the Term or any extension of the Term. Payment of the BROKER FEE shall be made by LANDLORD at the time the lease is signed and delivery by the tenant of the first month’s rent and security deposit (if any) to LANDLORD. Once paid, the BROKER FEE is non-refundable, even if the tenant later defaults under the lease or the lease is canceled before the expiration of the lease term.

If within <sup>60</sup> days after the expiration or termination of this AGREEMENT LANDLORD enters into a lease for the PROPERTY to, or otherwise delivers possession to, any person to whom the PROPERTY was shown prior to the expiration of the TERM,

LANDLORD shall pay BROKER the full commission set forth in this AGREEMENT. Within five (5) days following expiration of this AGREEMENT, BROKER shall provide LANDLORD with a list of prospective tenants to whom the PROPERTY was shown during the TERM.

If LANDLORD terminates this AGREEMENT prior to the end of the TERM, BROKER shall retain its contract rights (including but not limited to recovery of its BROKER FEE, advertising expenses and/or any other damages incurred) by reason of LANDLORD's termination, unless agreed otherwise by BROKER in writing and in its sole discretion.

5. **MARKETING.** LANDLORD grants BROKER full discretion to determine the appropriate marketing approach for the PROPERTY. Subject to the requirements and limitations of the FARE Act, BROKER will engage in marketing activity which may include all legally permissible forms of advertising.

LANDLORD and BROKER agree that no marketing, promotion, rental activity, or showing of the PROPERTY shall take place unless and until the LISTING CONTENT (defined below) is entered into the MLS system, or for New York City properties, the RLS system.

Date PROPERTY will be entered into the MLS or RLS: 05/15/2026.

**Initial here** if the PROPERTY is to remain an MLS Office Exclusive/Private Listing, or an RLS Owner Opt-Out Listing and will not be publicly listed at all. LANDLORD has signed either the OneKey MLS Office Exclusive Disclosure or the REBNY Owner Opt-Out form (as applicable), acknowledges the benefits of publicly marketing the PROPERTY, and chooses to forego public marketing in favor of renting the PROPERTY as an Office Exclusive/Private Listing.

6. **PROPERTY SHOWING AND ACCESS.** LANDLORD shall promptly refer all inquiries concerning the PROPERTY to BROKER, and all appointments and negotiations will be conducted through BROKER.

BROKER  (is) /  (is not) authorized to place a "For Rent" sign on the PROPERTY. **(Check one)**

BROKER  (is) /  (is not) authorized to use a lockbox. **(Check one)**

LANDLORD  (gives permission) /  (does not give permission) to BROKER to share keys or access codes to the PROPERTY with other licensed real estate professionals to show the PROPERTY. **(Check one)**

7. **SALE OF THE PROPERTY.** LANDLORD represents that the PROPERTY  is /  is not for sale. If the PROPERTY is currently for sale, the name of the listing sales broker, if any, is Daniel Gale Sotheby's International Realty. LANDLORD represents that if the PROPERTY is placed on the market for sale at any time during the TERM or any extension hereof, LANDLORD will promptly notify BROKER of the identity of the listing broker and BROKER may elect to terminate this AGREEMENT at such time, in BROKER's sole discretion. If the PROPERTY is sold by LANDLORD to anyone with whom BROKER is or was negotiating during the TERM of this AGREEMENT or any extension hereof BROKER shall be entitled to a sales commission from LANDLORD in the amount of 5% of the sales price. This commission shall also be earned and payable if the tenant procured by BROKER purchases the PROPERTY during the TERM with or without the existence of a written lease agreement. The commission shall be earned and payable to BROKER when the PROPERTY is sold and title is transferred and conveyed by LANDLORD to the tenant, or, if not to the tenant, to any other person with whom BROKER is or was negotiating during the TERM of this AGREEMENT. LANDLORD will not be obligated to pay such commission if after the expiration of this AGREEMENT LANDLORD in good faith enters into a valid listing agreement with another New York State licensed real estate broker who receives a commission pursuant to such subsequent agreement, provided that at the time LANDLORD enters into such agreement there are no ongoing negotiations or offers pending with BROKER.
8. **LANDLORD REPRESENTATIONS/OBLIGATIONS.** LANDLORD represents that all legal requirements including, but not limited to, rental permits, certificates of occupancy, or other governmental permits required to maintain and rent the PROPERTY have been obtained by LANDLORD and are currently valid. LANDLORD agrees to act in good faith at all times to assist BROKER in the performance of BROKER's obligations and to fully cooperate with BROKER in its efforts to find a tenant for the property and complete the transaction contemplated by this AGREEMENT.



9. **COPYRIGHT NOTICE.** LANDLORD acknowledges and agrees that all photographs, images, graphics, audio and video recordings, virtual tours, drawings, written descriptions, remarks, narratives, pricing information, and other copyrightable elements relating to the PROPERTY whether taken by the BROKER, supplied by LANDLORD, or otherwise ("LISTING CONTENT") may be placed on BROKER's website, and circulated through social media. **If the PROPERTY is to be submitted to and listed on the MLS or RLS,** the LISTING CONTENT will be submitted to one or more MLS's or listing services, included in compilations of listings and otherwise distributed, publicly displayed and reproduced, aggregated with other properties listed in an MLS or listing service, computer online networks and websites. LISTING CONTENT becomes copyrightable data pursuant to agreements with BROKER and such other third parties. MLS's and listing services in turn may license, rent, lease, and commercially utilize their compilations. If any LISTING CONTENT is delivered by LANDLORD to the BROKER for use in the listing of the PROPERTY, by virtue of such delivery and the execution of this AGREEMENT, the LANDLORD represents that the LANDLORD either: (1) holds all intellectual property rights including the copyrights to the LISTING CONTENT; or (2) has a nonexclusive, perpetual, royalty-free, worldwide license to copy, distribute, display, create derivative works, and publicly perform the LISTING CONTENT and the right to grant sublicenses through multiple tiers.
10. **MAINTENANCE OF THE PROPERTY.** LANDLORD is responsible for the condition, maintenance and utilities of the PROPERTY, including lawn maintenance and snow removal. LANDLORD agrees to indemnify and hold BROKER harmless from any claims arising out of personal injuries incurred by any person injured on the PROPERTY, unless caused by the negligence or willful misconduct of BROKER.
11. **CREDIT REPORTS.** LANDLORD  does /  does not authorize BROKER to obtain credit reports, if permitted by law, with respect to any prospective tenant and to provide such reports to LANDLORD.
12. **EQUAL OPPORTUNITY IN HOUSING.** LANDLORD and BROKER agree that the PROPERTY is to be offered for rent and marketed in compliance with all Federal, State, Municipal and Local fair housing, human rights and civil rights laws concerning discrimination in the sale of real property.
13. **INDEMNITY.** If a claim or action is commenced against BROKER as a result of BROKER's lawful actions in obeying the instructions of LANDLORD, LANDLORD agrees to indemnify and hold BROKER harmless from all liability, damages, fees and costs in connection with such claim or action, including reasonable attorneys' fees and costs.
14. **AUDIO RECORDING DEVICES.** LANDLORD is advised that it is a violation of NYS law to mechanically overhear a conversation by having any device or devices recording, streaming or otherwise documenting the conversation of an individual or individuals during real estate related activities at the PROPERTY (open houses, showings, etc). If such a device is present and will be operating at any time a potential tenant or agent is viewing the property, LANDLORD understands that BROKER must disclose the presence of the device to consumers and their agents. The PROPERTY does , does not  have a device that can mechanically overhear a conversation (**check one**).
15. **ADDITIONAL TERMS (IF ANY).** \_\_\_\_\_  
\_\_\_\_\_
16. **LANDLORD ACKNOWLEDGMENT.** LANDLORD has read and understands this AGREEMENT. This AGREEMENT states the entire agreement between LANDLORD and BROKER with respect to the sale of the PROPERTY. This AGREEMENT may not be changed, amended, terminated or modified except in writing, signed by both parties. LANDLORD shall refer to each and all parties who have ownership interest in the PROPERTY, and the undersigned LANDLORD represents that he/she/they is/are the sole owners and/or duly authorized signatory(ies) of the owner(s) of the PROPERTY, with full authorization to enter into this AGREEMENT and to rent the PROPERTY.
17. **DISPUTE RESOLUTION.** LANDLORD and BROKER agree that any dispute concerning the terms and conditions of this AGREEMENT that cannot be reasonably resolved between them may be submitted to voluntary mediation proceedings conducted in accordance with the rules of the local REALTOR® association or real estate board in which the PROPERTY is located. Mediation fees and costs, if any, shall be divided equally among the parties involved. In any action, proceeding or arbitration to enforce any provision of this AGREEMENT, or for damages caused by default, the prevailing party shall be entitled to reasonable attorney fees, costs and related expenses.

18. **INITIAL.**

\_\_\_\_ \_\_\_\_ An "Exclusive Right to Rent" listing means that if you, the LANDLORD, find a tenant for the PROPERTY, or if another broker finds a tenant, you, the LANDLORD, must pay the BROKER FEE as set forth in this AGREEMENT. An "exclusive agency" means that if you, the LANDLORD, find a tenant, you will not have to pay a fee to BROKER, but if another broker finds a tenant, you will owe a commission to both BROKER and the other broker.

The "Effective Date" of this AGREEMENT is the date it is fully signed by all parties.

LANDLORD 1: \_\_\_\_\_ Date: \_\_\_\_\_

(Signature)

\_\_\_\_\_  
 \_\_\_\_\_  
 (Print Name)

LANDLORD 2: \_\_\_\_\_ Date: \_\_\_\_\_

(Signature)

\_\_\_\_\_  
 \_\_\_\_\_  
 (Print Name)

DANIEL GALE SOTHEBY'S  
 INTERNATIONAL REALTY:

By:

(Authorized Broker Representative)

Date: \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_  
 (Print Auth Broker Rep Name)

LISTING AGENT:

(Signature)

Date: \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_  
 (Print Name)

