EXCLUSIVE RIGHT TO LEASE LISTING AGREEMENT

	is Exclusive Right to Lease Listing Agreement ("Ag		
	and between m Name)		ind (Insert
1 11	m (vanic)	(Bloker).	
1.	APPOINTMENT OF BROKER. In consideration described in this Agreement, Landlord hereby appolisting agent and grants Broker the exclusive right to ("Premises").	ints Broker as Landlord's sole and	exclusive
2.	PREMISES.		
	Street Address	Unit #	
	City		<u></u>
	Subdivision or Condominium	County/Municipality	
	TAX Map/ID #		
	TAX Map/ID # Storage Unit #	Mailbox #	
3.			
	Landlord		
	Mailing Address:		
	City, State, and ZIP Code:	~	
	Dhonor (II)	(Cell)	
	Email:	Fax:	
	Broker (Firm)		
	City, State, and ZIP Code:		
	Phone: (W) (C		
	Email:	Fax:	
4.	TERM OF AGREEMENT. This Agreement shall all parties and expiring at 11:59 p.m. on		er signature by
	Upon ratification of a lease for Premises, Landlord regarding Premises and the lease, including but not Landlord has entered into a property management a	limited to performance by the tena	
5.	LEASE TERMS. Landlord instructs Broker to offer months, but not to exceed months, for such other price as later agreed upon by Landlord. will rent at the stated price hereunder). The Premise	or a monthly rental price of \$(Note: Broker does not guarantee the	nat Premises
	Landlord will accept applications from tenants who Program (Section 8):□ Yes OR □ No	qualify for the Housing Choice Vo	oucher

Landlord: _____/ Broker: _____

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	Lar	dlord will allow smoking:	Yes OR □ No		
	Landlord will allow pets: ☐ Yes OR ☐ No Restrictions:				
	The	following deposits shall be a	required from the tenant:		
		dlord agrees that Landlord an mmonwealth of Virginia.	nd tenant shall sign a lease agreement	t enforceable in the	
6.	PR	OVIDED FIXTURES AND	EQUIPMENT.		
	A.	Personal Property and Fixt	tures.		
		equipment, plumbing and lig	art of Premises: any built-in heating and hting fixtures, storm windows, storm ns, window shades, blinds, window tr exterior trees and shrubs.	doors, screens, installed wal	
		The items marked YES below be provided, the number of it	w are currently installed or offered (If tems is noted):	f more than one of an item sh	ıall
Ye	s No	# Items	YesNo # Items	YesNo # Items	
		Alarm System Built-in Microwave Ceiling Fan Central Vacuum Clothes Dryer Clothes Washer	□ □ Freezer □ □ Furnace Humidifier □ Garage Opener □ W/ remote □ Gas Log □ Hot Tub, Equip & Cover	□ □ □ Satellite Dish □ □ Storage Shed □ □ Stove or Range □ □ Trash Compactor □ □ Wall Oven □ □ Water Treatment	
	stem	 Cooktop Dishwasher Disposer Electronic Air Filter Fireplace Screen/Door Other:	□ □	□ □ Window A/C Un □ □ Window Fan □ □ Window Treatme □ □ Wood Stove	
		Other.			
		B. As-Is Items. Landlord w and/or systems:	ill not warrant the condition or worki	ng order of the following ite	ms
		C. Repair Deductible:			
7.	UT	ILITIES AND SERVICES.			
	/	aded in Rent?	(chook an arm affil)		
			rate Well	□ Yes□ No	
			Septic # BR: Septic # BR: Alternative □ H	☐ Yes☐ No	
	Hot Air (Heat	Water: □ Oil □ Gas □ Elec Conditioning: □ Oil □ Gas ing: □ Oil □ Gas □ Electric	ctric	Gallons □ Yes □ No Zones □ Yes □ No □ Zones □ Yes □ No	
	1 ras	h Removal/Recycling: 🗖 Count	y/City - Private	☐ Yes☐ No	

- **8.** VIRGINIA RESIDENTIAL LANDLORD TENANT ACT (VRLTA). Premises are subject to VRLTA unless exempt (see Va. Code Ann. § 55-248.3:1). Broker shall only provide a VRLTA lease. Landlord may retain legal counsel to draft a custom lease if Premises are exempt.
- **9. BROKER DUTIES.** Broker shall perform, and Landlord hereby authorizes Broker to perform, the following duties. In performing these duties, Broker shall exercise ordinary care, comply with all applicable laws and regulations and treat all parties honestly.
 - A. Broker shall protect and promote the interests of Landlord and shall provide Landlord with services consistent with the standards of practice and competence that are reasonably expected of licensees engaged in the business of real estate brokerage. Landlord acknowledges that Broker is bound by the bylaws, policies and procedures, and rules and regulations governing the MLS, the Code of Ethics of the National Association of REALTORS®, the Code of Virginia, and the Regional Rules and Regulations for the electronic lockbox system.
 - **B.** Broker shall use reasonable efforts and act diligently to seek tenants for Premises at the price and terms stated herein or otherwise acceptable to Landlord, to negotiate on behalf of Landlord, to establish strategies for accomplishing Landlord's objectives, to assist in satisfying Landlord's contractual obligations and to facilitate the consummation of the lease of Premises.
 - **C.** Broker shall market Premises, at Broker's discretion, including without limitation, description, interior and exterior photographs in appropriate advertising media, such as publications, mailings, brochures and internet sites; provided, however, Broker shall not be obligated to continue to market Premises after Landlord has accepted an application.
 - **D.** Broker shall present all written applications or counteroffers to and from Landlord, in a timely manner, even if Premises is subject to an approved application, unless otherwise instructed by Landlord in writing.
 - **E.** Broker shall not continue to market, show and/or permit showings after Premises is subject to a ratified lease, unless otherwise instructed by Seller in writing.
 - **F.** Broker shall account, in a timely manner, for all money and property received in trust by Broker, in which Landlord has or may have an interest.
 - **G.** Broker shall show Premises during reasonable hours to prospective tenants and shall accompany or accommodate, as needed, other real estate licensees, their prospective tenants, inspectors, appraisers, exterminators and other parties necessary for showings and inspections of Premises, to facilitate and/or consummate the rental of Premises. Broker □ shall **OR** □ shall not install an electronic lockbox on Premises to allow access and showings by persons who are authorized to access Premises.
 - **H.** Broker □ shall **OR** □ shall not install "For Rent" signs on Premises, as permitted. Landlord is responsible for clearly marking the location of underground utilities, equipment or other items that may be damaged by the placement of the sign.

10. MARKETING/MLS/INTERNET ADVERTISING.

A.	Broker shall make a blanket unilateral offer of cooperation and compensation to other brokers in
	any Multiple Listing Service ("MLS") that Broker deems appropriate. Broker shall disseminate
	information regarding Premises, including the entry date, listing price(s), final price and all
	terms, and expired or withdrawn status, by printed form and/or electronic computer service,
	which may include internet advertising, during and after the expiration of this Agreement.
	Broker shall enter the listing information into the MLS database:

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	☐ Within three (3) business days of commencement of Listing Period OR ☐ On or before:
В.	Landlord authorizes OR □ Landlord does not authorize Broker to conduct pre-marketing activities. If Landlord authorizes Broker to conduct pre-marketing activities, a Pre-Marketing (Coming Soon) Addendum to the Listing Agreement is attached and made part of this Agreement.
C.	The parties agree and understand that internet advertising includes:
	1) Broker's internet website;
	2) The internet websites of licensed real estate salespersons or associate real estate brokers affiliated with Broker;
	3) Any other internet websites in accordance with applicable MLS rules and regulations;
	4) Printed media; and/or
	5) Any available MLS program(s) that enable participants to display aggregated MLS active listing information on other such participants' and authorized users' public websites.
D.	Landlord agrees and understands that Broker has provided an opportunity to Landlord to opt-out of any of the following four provisions which govern the display of information on Virtual Office Websites (VOW) and that Broker is thus hereby authorized by Landlord to submit and market Premises as follows.
	PART I:
	☐ Landlord authorizes OR ☐ Landlord does not authorize Broker to submit and market Premises by and through the display on any internet websites.
	If Landlord selects the second option, consumers who conduct searches for listings on the internet will not see the corresponding information about Premises in response to a search.
	PART II:
	☐ Landlord authorizes OR ☐ Landlord does not authorize the display of Premises address on any internet website.
	PART III:
	☐ Landlord authorizes OR ☐ Landlord does not authorize the display of unedited comments or reviews of Premises (or display a hyperlink to such comments or reviews) on MLS participants' internet websites.
	PART IV:
	☐ Landlord authorizes OR ☐ Landlord does not authorize the display of an automated estimate of the market value of Premises (or a hyperlink to such estimate) on MLS participants' internet websites.
Е.	During the term of this Agreement, Landlord may, by written notice to Broker, authorize Broker to enable or disable use of any feature as described in 10.C. above. Broker agrees to update the MLS database accordingly.
	PES OF REAL ESTATE REPRESENTATION - DISCLOSURE AND INFORMED ONSENT.
	ndlord representation occurs by virtue of this Agreement with Landlord's contract to use oker's services and may also include any cooperating brokers who act on behalf of Landlord as

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subagent of Broker. (Note: Broker may assist a tenant or prospective tenant by performing ministerial acts that are not inconsistent with Broker's duties as Landlord's listing agent under this Agreement.)

Tenant representation occurs when tenants contract to use the services of their own broker (known as a tenant representative) to act on their behalf.

as a tenant representative) to act on their behalf.	
Designated representation occurs when a tenant and different sales associate(s) affiliated with the same be designated representative, represents fully the interest Designated representatives are not dual representative landlord in a specific real estate transaction. In the errepresentative shall be bound by client confidentiality CONFIDENTIAL INFORMATION paragraph. The	roker. Each of these sales associates, known as a sts of a different client in the same transaction. We if each represents only the tenant or only the went of designated representatives, each my requirements, set forth in the
☐ Landlord does not consent to designated represent be shown to a tenant represented by this Broker throwith the firm OR	
☐ Landlord consents to designated representation are represented by this Broker through another designated	
Dual representation occurs when the same broker a tenant and landlord in one transaction. In the event of by confidentiality requirements for each client, set for paragraph.	of dual representation, the broker shall be bound
☐ Landlord does not consent to dual representation; shown to a tenant represented by this Broker through	
☐ Landlord consents to dual representation and conserver represented by this Broker through the same representation.	
An additional disclosure is required before design specific transaction.	nated or dual representation is to occur for a
Broker will notify other real estate licensees via the designated representation and/or dual representation	
12. BROKER COMPENSATION.	
A. Payment. Landlord shall pay Broker in cash tota	-
Agreement, anyone produces a tenant ready, will	pensation") if, during the term of this ling and able to lease Premises.
Compensation is also earned if, within	days after the expiration or accepted with a ready, willing, and able tenant to of this Agreement; provided, however, that
B. Leasing Broker. Broker shall offer a portion of indicated:	Compensation to a cooperating broker as
Tenant Agency Compensation:	OR
Other Compensation:	
Note: Compensation may be shown by a percent amount or "N" for no compensation.	age of the monthly lease price, a definite dollar

Landlord: _____ Broker: ____

		controlled, recommended or suggested by any Multiple Listing Service or association of REALTORS [®] .
	C.	Retainer Fee. Broker acknowledges receipt of a retainer fee in the amount of which \square shall OR \square shall not be subtracted from Compensation. The retainer is non-refundable and is earned when paid.
	D.	Early Termination. In the event Landlord wishes to terminate this Agreement prior to the end of Listing Period, without good cause, Landlord shall pay Broker before Broker's execution of a written release.
	Е.	Purchase By Tenant. If a tenant purchases Premises during tenant's occupancy of Premises or within days of vacating Premises, Landlord agrees to pay Broker compensation of in cash at settlement.
13.	final by suc	ONFIDENTIAL INFORMATION. Broker shall maintain the confidentiality of all personal and ancial information and other matters identified as confidential by the client which were obtained Broker during the brokerage relationship, unless the client consents in writing to the release of the information or as otherwise provided by law. The obligation of Broker to preserve confidential formation continues after termination of the brokerage relationship. Information concerning terial adverse facts about Premises is not considered confidential information.
14.	ten exi ack	THORIZATION TO DISCLOSE OTHER APPLICATIONS. In response to inquiries from ants or cooperating brokers, Broker may not disclose, without Landlord's authorization, the stence of other written offers on Premises. If Landlord does give such authorization, Landlord throwledges that Broker and leasing associate(s) must disclose whether the offers were obtained by listing agent, another member of the listing Broker's firm, or by a cooperating broker.
		adlord \square does OR \square does not authorize Broker and sales associate to disclose such information tenants or cooperating brokers.
15.	wit cla	DMPLIANCE WITH FAIR HOUSING LAWS. Premises shall be shown and made available hout regard to race, color, religion, sex, handicap, familial status, or national origin as well as all sses protected by the laws of the United States, the Commonwealth of Virginia and applicable al jurisdictions, or by the REALTOR® Code of Ethics.
16.	RE	CLOCATION PROGRAM.
	Laı	ndlord is participating in any type of relocation program: ☐ Yes OR ☐ No.
	If " Na	Yes": (a) the program is named:, Contact me Contact Information and
	(b)	terms of the program are:
		No" or if Landlord has failed to list a specific relocation program, then Broker shall have no igation to cooperate with or compensate any undisclosed program.
17.	pro cor reg ten	ONDOMINIUM OR PROPERTY ASSOCIATION. In the event that there is a condominium or operty owners' association for the Premises, Landlord agrees to provide □ to Broker at the immencement of Agreement OR □ to the tenant prior to lease execution copies of current rules & ulations pertaining to Premises. This package shall be provided □ at Landlord's cost OR □ at the ant's cost. Fees in addition to regular monthly charges are: □ Move-In □ Parking □ Pool □ mis □ Other

		ndlord is responsible for all association dues and fees. Landlord represents that Landlord \square is OR is not current on all association dues and/or special assessments.
18.	Prebef lea Lan exe Dis	EAD-BASED PAINT DISCLOSURE. Landlord represents that the residential dwelling(s) at emises □ were OR □ were not constructed before 1978. If the dwelling(s) were constructed fore 1978, Landlord is subject to federal law concerning disclosure of the possible presence of d-based paint at Premises, and Landlord acknowledges that Broker has informed Landlord of indlord's obligations under the law. If the dwelling(s) were constructed before 1978, unless empt under 42 U.S.C. 4852(d), Landlord has completed and provided to Broker the form, "Rental: sclosure And Acknowledgment Of Information On Lead-Based Paint And/Or Lead-Based Paint zards" or equivalent form.
19.		JRRENT LIENS. Landlord represents to Broker that the below information is true and complete the best of Landlord's information, knowledge and belief:
	Ch	eck all that are applicable:
	A.	\square Premises are not encumbered by any mortgage or deed of trust (if box is checked, skip to item D).
	B.	☐ Landlord is current on all payments for all loans secured by Premises.
	C.	☐ Landlord is not in default and has not received any notice(s) from the holder(s) of any loan secured by Premises, or from any other lien holder of any kind, regarding a default under any loan, threatened foreclosure, notice of foreclosure, or the filing of foreclosure.
	D.	☐ There are no liens secured against Premises for federal, state or local income taxes; unpaid real property taxes; or unpaid condominium or homeowners' association fees.
	Е.	☐ There are no judgments against Landlord (including each owner for jointly held property). Landlord has no knowledge of any matter that might result in a judgment that may potentially affect Premises.
	F.	☐ Landlord has not filed for bankruptcy protection under Federal law and is not contemplating doing so during the term of this Agreement, or subsequent Lease Term.
	abo	aring the term of this Agreement, should any change occur with respect to answers A through F ove, Landlord shall immediately notify Broker and Leasing Associate/Listing Agent, in writing, of ch change.
20.	Ml	ISCELLANEOUS PROVISIONS.
	A.	Landlord Representations and Warranties.
		Landlord is aware that Landlord may be responsible for failing to disclose information and/or misrepresenting the condition of Premises. Landlord warrants that:
		1) Landlord is not a party to a listing agreement with another broker for the sale, exchange or lease of Premises.
		2) No person or entity has the right to purchase, lease or acquire Premises, by virtue of an option, right of first refusal or otherwise.
		3) Landlord □ is OR □ is not a licensed (active/inactive) real estate agent/broker.
		4) Landlord □ has OR □ has no knowledge of the existence, removal or abandonment of any underground storage tank on Premises.
		5) Premises \square are OR \square are not currently tenant-occupied.

B. Access to Premises. Landlord shall provide keys to Broker for access to Premises to facilitate Broker's duties under this Agreement. If Premises are currently tenant-occupied, Landlord shall provide Broker with any current lease documents and contact information for current tenant and shall use best efforts to obtain the full cooperation of current tenants, in connection with showings and inspections of Premises.

C. Landlord Assumption of Risk.

- 1) Landlord retains full responsibility for Premises, including all utilities, maintenance, physical security and liability during the term of this Agreement. Landlord is advised to take all precautions for safekeeping of valuables and to maintain appropriate property and liability insurance through Landlord's own insurance company.
 - Broker is not responsible for the security of Premises or for inspecting Premises on any periodic basis. If Premises are or become vacant during the Listing Period, Landlord is advised to notify Landlord's homeowner's insurance company and request a "Vacancy Clause" to cover Premises.
- 2) In consideration of the use of Broker's services and facilities and of the facilities of any Multiple Listing Service, Landlord and Landlord's heirs and assigns hereby release Broker, Broker's designated agents, sub-agents, sales associates and employees, any Multiple Listing Service and the Directors, Officers and employees thereof, including officials of any parent association of REALTORS®, except for malfeasance on the part of such parties, from any liability to Landlord for vandalism, theft or damage of any nature whatsoever to Premises or its contents that occurs during the Listing Period. Landlord waives any and all rights, claims and causes of actions against them and holds them harmless for any property damage or personal injury arising from the use or access to Premises by any persons during the Listing Period.
- **D. Appropriate Professional Advice.** Broker can counsel on real estate matters, but if Landlord desires legal advice, Landlord is advised to seek legal counsel. Landlord is advised further to seek appropriate professional advice concerning, but not limited to, property or tax and insurance matters.
- **E. Service Provider Referrals.** Broker or one of Broker's sales associates may refer a service provider to assist Landlord in this transaction. This referral is not an endorsement, guarantee or warranty as to the quality, cost and/or timeliness of the services to be provided. Landlord is advised to independently investigate all options for service providers and consider whether any service provider will work effectively with Landlord. Landlord is free to reject any referred service provider for any or no reason.
- **F.** Subsequent Offers After Application Acceptance. After a rental application has been accepted for Premises, Broker recommends Landlord obtain the advice of legal counsel prior to acceptance of any subsequent application to rent.
- **G. Governing Law.** The laws of Virginia shall govern the validity, interpretation and enforcement of this Agreement.
- **H. Binding Agreement**. This Agreement, unless amended in writing by the parties, contains the final and entire agreement and the parties will not be bound by any terms, conditions, oral statements, warranties or representations not herein contained.
- **21. ATTORNEY'S FEES.** If any Party breaches this Agreement and a non-breaching Party retains legal counsel to enforce its rights hereunder, the non-breaching Party shall be entitled to recover

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against the breaching Party, in addition to any other damages recoverable against any breaching Party, all of its reasonable Legal Expenses incurred in enforcing its right under this Agreement, whether or not suit is filed, and in obtaining, enforcing and/or defending any judgment related thereto. Should any tribunal of competent jurisdiction determine that more than one Party to the dispute has breached this Agreement, then all such breaching Parties shall bear their own costs, unless the tribunal determines that one or more of the Parties is a "Substantially Prevailing Party," in which case any such Substantially Prevailing Party shall be entitled to recover from any of the breaching Parties, in addition to any other damages recoverable against any breaching Party, all of its reasonable Legal Expenses incurred in enforcing its rights under this Agreement, whether or not suit is filed, and in obtaining, enforcing and/or defending any judgment related thereto. "Party" as used in this paragraph includes any third-party beneficiary identified herein. "Legal Expenses" as used in this paragraph includes attorney fees, court costs, and litigation expenses, if any, including, but not limited to, expert witness fees and court reporter fees.

22. AD	DITIONAL TERMS	•
	/	
Date	Landlord	Date Broker
,	/	
Date	Landlord	
Date	/ Landlord	
Date	Landiord /	
Date	Landlord	
*****	********	*****************
		Leasing Associate Contact Information
		gent):
Team N	Iame (if applicable): _	
Phone:	(W)	(Cell)
Email:		(Fax)
		Supervising Broker Contact Information
Broker	Name:	
Phone:		(Cell)
Email:	7	Fax:



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