

**EXCLUSIVE RIGHT TO LEASE LISTING AGREEMENT**

This Exclusive Right to Lease Listing Agreement (“Agreement”) is made on \_\_\_\_\_ (Date) by and between \_\_\_\_\_ (“Landlord”) and (insert Firm Name) \_\_\_\_\_ (“Broker”).

**1. APPOINTMENT OF BROKER.** In consideration of the services provided by Broker and described in Agreement, Landlord hereby appoints Broker as Landlord’s sole and exclusive listing agent and grants Broker the exclusive right to lease the real property described below (“Premises”).

**2. PREMISES.**

Street Address \_\_\_\_\_ Unit # \_\_\_\_\_  
City \_\_\_\_\_, Virginia ZIP Code \_\_\_\_\_  
Subdivision or Condominium \_\_\_\_\_ County/Municipality \_\_\_\_\_  
TAX Map/ID # \_\_\_\_\_  
Parking Space # \_\_\_\_\_ Storage Unit # \_\_\_\_\_ Mailbox # \_\_\_\_\_

**3. NOTICES.** All notifications and amendments under Agreement will be in writing and will be delivered using the contact information below.

**Landlord**

Mailing Address: \_\_\_\_\_  
City, State, and ZIP Code: \_\_\_\_\_  
Phone: (H) \_\_\_\_\_ (W) \_\_\_\_\_ (Cell) \_\_\_\_\_  
Email: \_\_\_\_\_

**Broker (Firm)**

Mailing Address: \_\_\_\_\_  
City, State, and ZIP Code: \_\_\_\_\_  
Phone: (H) \_\_\_\_\_ (W) \_\_\_\_\_ (Cell) \_\_\_\_\_  
Email: \_\_\_\_\_

**4. AGREEMENT TERM AND LISTING TERM.**

**A. Agreement Term.** Agreement will run for the period commencing after signature by all parties and expiring at 11:59 p.m. on \_\_\_\_\_ (“Agreement Term”) (if left blank, Agreement automatically terminates 90 days after Agreement Date).

**B. Listing Term.** The Listing Term begins when Landlord instructs Broker to allow any potential tenant(s) to learn about Property. Listing Term shall go into effect on or before \_\_\_\_\_, with the expiration date coinciding with the expiration date of Agreement Term. Listings shall be entered into the MLS within two (2) days of the start of Listing Term, or as MLS rules require. It is understood that Listing Term effective date may or may not coincide with Agreement Date.

Upon ratification of a lease for Premises, Landlord releases Broker from any further responsibility regarding Premises and the lease, including but not limited to performance by the tenant, unless Landlord has entered into a property management agreement with Broker.

**5. LEASE TERMS.** Landlord instructs Broker to offer Premises for lease for a minimum of \_\_\_\_\_ months, but not to exceed \_\_\_\_\_ months, for a monthly rental price of \$ \_\_\_\_\_, or such other price as later agreed upon by Landlord. (Note: Broker does not guarantee that Premises will rent at the stated price or terms stated herein). The Premises will be available for occupancy on \_\_\_\_\_.

As of Date, Landlord (i) owns more than four rental dwelling units in the Commonwealth or (ii) owns, individually or through a business entity, more than a 10% interest in more than four rental dwelling units in the Commonwealth:  Yes **OR**  No. If "Yes", Landlord must consider applications from prospective tenants who qualify for the Housing Choice Voucher Program (Section 8). If "No", Landlord  will **OR**  will not consider applications from prospective tenants who qualify for the Housing Choice Voucher Program (Section 8).

Landlord will allow smoking:  Yes **OR**  No

Landlord will allow pets:  Yes **OR**  No. Restrictions: \_\_\_\_\_

The following deposits will be required from the tenant: \_\_\_\_\_

Landlord agrees that Landlord and Tenant will sign a lease agreement enforceable in the Commonwealth of Virginia.

## 6. BROKER COMPENSATION.

**BROKER COMPENSATION AND TENANT'S BROKER COMPENSATION ARE FULLY NEGOTIABLE AND ARE NOT FIXED, CONTROLLED, RECOMMENDED, OR SUGGESTED BY LAW OR ANY MULTIPLE LISTING SERVICE OR ASSOCIATION OF REALTORS®.**

**A. Broker Compensation.** Landlord will pay Broker **total** compensation of  \_\_\_\_% of the first full month's rent,  \$ \_\_\_\_\_,  **and**  **or** (other) \_\_\_\_\_ ("Broker Compensation") if, during the term of this Agreement, anyone produces a tenant ready, willing and able to lease Premises.

Broker Compensation is also earned if, within \_\_\_\_ days after the expiration or termination of this Agreement, an application is accepted with a ready, willing, and able tenant to whom Premises had been shown during the term of this Agreement; provided, however, that Broker Compensation need not be paid if the Premises are listed with another real estate company. Landlord authorizes Broker to collect the first full month's rent from the tenant and to credit it towards the Landlord's obligation to pay Broker Compensation.

**B.  Tenant's Broker Compensation.** Tenant's Broker Compensation is **optional** and is an amount taken from Broker Compensation and paid to any broker(s) representing tenant in this transaction ("Tenant's Broker"). Landlord authorizes Broker to collect the first full month's rent from the tenant and to disburse any portion thereof to Tenant's Broker in accordance with below and/or any written agreement between Landlord and Tenant's Broker. Broker and Landlord agree that Tenant's Broker Compensation, if any, will be:

Tenant's Broker Compensation:  \_\_\_\_% of the first full month's rent, **OR**  \$ \_\_\_\_\_, **OR**  (other) \_\_\_\_\_.

**C.  Additional Listing Broker Compensation for Unrepresented Tenant.** If anyone produces a tenant ready, willing, and able to lease Premises, and such tenant is not represented by a broker at the time of ratification of the lease, Landlord will pay Broker the following (in addition to Broker Compensation):  \_\_\_\_% of first full month's rent,  \$ \_\_\_\_\_,  **and**  **or** (other) \_\_\_\_\_.

**D.  Broker Service Fee.** Landlord will pay Broker an additional flat fee of \$ \_\_\_\_\_ as Broker Service Fee if, during the term of Agreement, anyone produces a tenant ready, willing, and able to lease Property.

**E. Retainer Fee.** Broker acknowledges receipt of a retainer fee in the amount of \$ \_\_\_\_\_ which  will OR  will not be subtracted from Broker Compensation. The retainer is non-refundable and is earned when paid.

**F. Early Termination.** In the event Landlord wishes to terminate Agreement prior to the end of Agreement Term, without good cause, Landlord will deliver written notice to terminate the Agency Relationship between the Parties. Landlord will then pay Broker \$ \_\_\_\_\_ as an early termination fee. Upon satisfactory payment of this fee (if any), the Parties will execute a Release of Brokerage Representation Agreement to terminate the Brokerage Relationship between the Parties.

**7. UTILITIES; MAJOR SYSTEMS.** Check all that apply. (Check "Yes" ONLY if included in rent.)

- Water Supply:  Public  Private Well  Community Well  Yes
- Sewage Disposal:  Public  Septic # BR: \_\_\_\_\_  Yes
- Type of Septic:  Community  Conventional  Alternative  Experimental
- Hot Water:  Oil  Gas  Electric  Other \_\_\_\_\_ Number of Gallons \_\_\_\_\_  Yes
- Air Conditioning:  Oil  Gas  Elec.  Heat Pump  Other \_\_\_\_\_  Zones \_\_\_\_\_  Yes
- Heating:  Oil  Gas  Electric  Heat Pump  Other \_\_\_\_\_  Zones \_\_\_\_\_  Yes
- Trash Removal/Recycling:  County/City  Private  Yes
- Cable: \_\_\_\_\_  Yes
- Internet: \_\_\_\_\_  Yes

**8. PROVIDED FIXTURES AND EQUIPMENT.**

**A. Personal Property and Fixtures.** Landlord will provide, as part of Premises any existing built-in heating and central air conditioning equipment, plumbing, and lighting fixtures, storm windows, storm doors, screens, installed wall-to-wall carpeting, exhaust fans, window shades, blinds, window treatment hardware, smoke and heat detectors, TV antennas, sump pumps, exterior trees and shrubs, electric vehicle charging stations, and solar panels.

The items marked YES below are currently installed or offered. (If more than one of an item will be provided, the number of items is noted):

Yes #	Items	Yes #	Items	Yes #	Items
<input type="checkbox"/>	___ Alarm System	<input type="checkbox"/>	___ Freezer	<input type="checkbox"/>	___ Satellite Dish
<input type="checkbox"/>	___ Built-in Microwave	<input type="checkbox"/>	___ Furnace Humidifier	<input type="checkbox"/>	___ Storage Shed
<input type="checkbox"/>	___ Ceiling Fan	<input type="checkbox"/>	___ Garage Opener	<input type="checkbox"/>	___ Stove or Range
<input type="checkbox"/>	___ Central Vacuum	<input type="checkbox"/>	___ w/ remote	<input type="checkbox"/>	___ Wall Oven
<input type="checkbox"/>	___ Clothes Dryer	<input type="checkbox"/>	___ Gas Log	<input type="checkbox"/>	___ Water Treatment System
<input type="checkbox"/>	___ Clothes Washer	<input type="checkbox"/>	___ Hot Tub, Equip & Cover	<input type="checkbox"/>	___ Window A/C Unit
<input type="checkbox"/>	___ Cooktop	<input type="checkbox"/>	___ Intercom	<input type="checkbox"/>	___ Window Fan
<input type="checkbox"/>	___ Dishwasher	<input type="checkbox"/>	___ Playground Equip	<input type="checkbox"/>	___ Window Treatments
<input type="checkbox"/>	___ Disposer	<input type="checkbox"/>	___ Pool, Equip, & Cover	<input type="checkbox"/>	___ Wood Stove
<input type="checkbox"/>	___ Electronic Air Filter	<input type="checkbox"/>	___ Refrigerator		
<input type="checkbox"/>	___ Fireplace Screen/Door	<input type="checkbox"/>	___ w/ ice maker		

Other: \_\_\_\_\_

**B. As-Is Items.** Landlord will not warrant the condition or working order of the following items and/or systems: \_\_\_\_\_

**C. Repair Deductible:** \_\_\_\_\_

**9. VIRGINIA RESIDENTIAL LANDLORD TENANT ACT (VRLTA).** Premises are subject to VRLTA and Broker will only provide a VRLTA lease.

**10. BROKER DUTIES.** Broker will perform, and Landlord hereby authorizes Broker to perform, the following duties. In performing these duties, Broker will exercise ordinary care, comply with all applicable laws and regulations and treat all parties honestly.

**A.** Broker will protect and promote the interests of Landlord and will 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<sup>®</sup>, the Code of Virginia, and the Regional Rules and Regulations for the electronic lockbox system.

**B.** Broker will 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 will 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 will not be obligated to continue to market Premises after Landlord has accepted an application.

**D.** Broker will 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 will not continue to market, show and/or permit showings after Premises is subject to a ratified lease, unless otherwise instructed by Landlord in writing.

**F.** Broker will 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 will show Premises during reasonable hours to prospective tenants and will 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  will **OR**  will not install an electronic lockbox on Premises to allow access and showings by persons who are authorized to access Premises.

**Broker agrees that the showing instructions to be shared with other real estate licensees and their prospective tenants are as follows:** \_\_\_\_\_

**H.** Broker  will **OR**  will 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.

**11. MARKETING/MLS/INTERNET ADVERTISING.**

**A. MLS Marketing.**  Landlord **authorizes OR**  Landlord **does not authorize** Broker to market Premises via the Multiple Listing Service ("MLS").

**1. If Landlord authorizes Broker to market Premises in MLS,** Broker will disseminate, via MLS, information regarding Premises, including rental price(s), final rental price, all permissible

terms, and all status updates during and after the expiration of Agreement. Broker will enter the listing information into MLS within two (2) days of Listing Term, or as MLS rules require.

**2. If Landlord does not authorize Broker to market Premises via MLS,** Broker will instead market Premises as an Office Exclusive Listing unless and until Landlord desires to market Premises via MLS. “Office Exclusive Listing” means Landlord instructs Broker to restrict marketing of Premises only to Broker’s network. For each Office Exclusive Listing, Landlord will sign and deliver concurrently with Agreement an MLS-required form certifying that Landlord does not authorize Broker to publicly market the listing via MLS or any syndicated websites. Broker will enter the listing information into MLS within two (2) days of Listing Term, or as MLS rules require.

**B. Third Party Websites.**  Landlord **authorizes OR**  Landlord **does not authorize** Broker marketing Premises through MLS or other means to also make the listing data available to third party websites. Landlord understands that the listing data may get disseminated to third party websites through means other than MLS regardless of the selection above. Landlord acknowledges that the accuracy of the listing data is controlled by the third-party websites and is outside of Broker’s control. The parties agree and understand that third party websites include: 1) Broker’s internet website; 2) The internet websites of licensed real estate salespersons or associate real estate brokers affiliated with Broker or other brokers participating in MLS; 3) Any other internet websites (such as syndicated websites) in accordance with applicable MLS rules and regulations; and/or 4) social and printed media.

**C.** In the event Landlord has opted into marketing Premises in the MLS in subparagraph A above, Broker is hereby authorized by Landlord to submit and market Premises as follows:

- Landlord **authorizes OR**  Landlord **does not authorize** the display of Premises address on any internet website. In the event Landlord does not authorize the display of the Premises address, only the ZIP code will be displayed.
- 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. This provision does not control the display of such comments on third-party websites such as syndicated websites.
- 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. This provision does not control the display of such estimated value of Premises on third-party websites such as syndicated websites.
- Landlord **authorizes OR**  Landlord **does not authorize** the display of Tenant’s Broker Compensation, if any, on any third-party website.

**D. Coming Soon:**  Landlord **authorizes OR**  Landlord **does not authorize** Broker to market Premises under “Coming Soon” status in MLS. If Landlord authorizes Broker to list Premises under “Coming Soon” status in MLS, Broker will list Premises under “Coming Soon” status in MLS within two (2) days of Listing Term, or as MLS rules require. Broker may engage in pre-marketing activities prior to the date that Premises is marketed in MLS under “Active” status including, but not limited to: 1) placing a “Coming Soon” sign on Premises; 2) notifying agents with other firms that Premises is “Coming Soon”; and 3) placing advertisements and conduct other marketing activities at Broker’s discretion. Broker will not show Premises to prospective buyers or tenants and/or their agents while under “Coming Soon” status.

E. During the term of Agreement, Landlord may, by written notice to Broker, authorize Broker to enable or disable use of any feature as described above. Broker agrees to update MLS database accordingly.

## **12. TYPES OF REAL ESTATE REPRESENTATION - DISCLOSURE AND INFORMED CONSENT.**

**Landlord representation** occurs by virtue of this Agreement with Landlord's contract to use Broker's services and may also include any brokers representing tenants who act on behalf of Landlord as 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.

**Designated representation** occurs when a tenant and landlord in one transaction are represented by different sales associate(s) affiliated with the same broker. Each of these sales associates, known as a designated representative, represents fully the interests of a different client in the same transaction. Designated representatives are not dual representatives if each represents only the tenant or only the landlord in a specific real estate transaction. In the event of designated representatives, each representative will be bound by client confidentiality requirements, set forth in the CONFIDENTIAL INFORMATION paragraph. The Broker remains a dual representative.

- Landlord does not consent to designated **representation**; thus Landlord does not allow Premises to be shown to a tenant represented by this Broker through another designated representative associated with the firm **OR**
- Landlord consents to designated representation and allows Premises to be shown to a tenant represented by this Broker through another designated representative associated with the firm.

**Dual representation** occurs when the same broker and the same leasing associate represent both the tenant and landlord in one transaction. In the event of dual representation, the broker will be bound by confidentiality requirements for each client, set forth in the CONFIDENTIAL INFORMATION paragraph.

- Landlord does not consent to dual representation; thus, Landlord does not allow Premises to be shown to a tenant represented by this Broker through the same representative **OR**
- Landlord consents to dual representation and consents to allow Premises to be shown to a tenant represented by this Broker through the same representative.

**An additional disclosure is required before designated or dual representation is to occur for a specific transaction.**

Broker will notify other real estate licensees via the MLS of whether Landlord consents to designated representation and/or dual representation.

## **13. CONFIDENTIAL INFORMATION.** Broker will maintain the confidentiality of all personal and financial information and other matters identified as confidential by the client which were obtained by Broker during the brokerage relationship, unless the client consents in writing to the release of such information or as otherwise provided by law. The obligation of Broker to preserve confidential information continues after termination of the brokerage relationship. Information concerning material adverse facts about Premises is not considered confidential information.

**14. AUTHORIZATION TO DISCLOSE OTHER APPLICATIONS.** In response to inquiries from tenants or brokers representing tenants, Broker may not disclose, without Landlord's authorization, the existence of other written offers on Premises. If Landlord does give such authorization, Landlord acknowledges that Broker and leasing associate(s) must disclose whether the offers were obtained by the listing agent, another member of the listing Broker's firm, or by a broker representing tenant. Landlord  **does** OR  **does not** authorize Broker and sales associate to disclose such information to tenants or their brokers.

**15. COMPLIANCE WITH FAIR HOUSING LAWS.** Premises will be shown and made available without regard to all classes protected by the laws of the United States, the Commonwealth of Virginia, and applicable local jurisdictions, or by the REALTOR® Code of Ethics.

**16. RELOCATION PROGRAM.**

Landlord is participating in any type of relocation program:  **Yes** OR  **No**. If "Yes", (a) the program is named: \_\_\_\_\_

Contact name: \_\_\_\_\_ Contact info: \_\_\_\_\_

and (b) terms of the program are: \_\_\_\_\_

If "No", or if Landlord has failed to list a specific relocation program, then Broker will have no obligation to cooperate with or compensate any undisclosed program.

**17. NONRESIDENT LANDLORD.** Landlord  **is** OR  **is not** a resident of Virginia. Any individual nonresident of Virginia who owns and leases residential real property in Virginia will have and continuously maintain a Resident Agent who is a resident of Virginia and maintains a business office in Virginia. The nonresident Landlord must also register the name and office address of Resident Agent with the State Corporation Commission. Landlord designates as Resident Agent:

Name: \_\_\_\_\_

Address: \_\_\_\_\_ VA, \_\_\_\_\_

Phone: ( ) \_\_\_\_\_ Email: \_\_\_\_\_

**18. CONDOMINIUM OR PROPERTY ASSOCIATION.** In the event that there is a condominium or property owners' association for the Premises, Landlord agrees to provide  **to Broker** at the commencement of Agreement OR  **to the tenant prior** to lease execution copies of current rules & regulations pertaining to Premises. This package will be provided  **at Landlord's cost** OR  **at the tenant's cost**. Fees in addition to regular monthly charges are:  Move-In  Parking  Pool  Tennis  Other \_\_\_\_\_

Landlord is responsible for all association dues and fees. Landlord represents that Landlord  **is** OR  **is not** current on all association dues and/or special assessments.

**19. LEAD-BASED PAINT DISCLOSURE.** Landlord represents that the residential dwelling(s) at Premises  **were** OR  **were not** constructed before 1978. If the dwelling(s) were constructed before 1978, Landlord is subject to federal law concerning disclosure of the possible presence of lead-based paint at Premises, and Landlord acknowledges that Broker has informed Landlord of Landlord's obligations under the law. If the dwelling(s) were constructed before 1978, unless exempt under 42 U.S.C. 4852(d), Landlord has completed and provided to Broker the form, "Rental: Disclosure and Acknowledgment of Information on Lead-Based Paint and/or Lead-Based Paint Hazards" or equivalent form.

**20. CURRENT LIENS.** Landlord represents to Broker that the below information is true and complete to the best of Landlord's information, knowledge, and belief:

*Check all that are applicable:*

- A.  Premises are not encumbered by any mortgage or deed of trust (*If box is checked, skip to 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.
- E.  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 Agreement, or subsequent Lease Term.

During the term of Agreement, should any change occur with respect to answers A through F above, Landlord will immediately notify Broker and Leasing Associate/Listing Agent, in writing, of such change.

## 21. MISCELLANEOUS PROVISIONS.

**A. Landlord Duties.** Landlord will: (a) work exclusively with Broker during the term of Agreement; (b) pay Broker, directly or indirectly, the compensation set forth above; (c) timely comply with the reasonable requests of Broker to supply any pertinent financial or personal data needed to fulfill the terms of Agreement; (d) cooperate with Broker and facilitate Broker's duties, including, but not limited to, marketing the property, reviewing applications, and showing the property; and (e) comply with local, state, and federal law(s) pertaining to this transaction.

**B. 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  are OR  are not currently tenant-occupied.
6. Premises  have OR  do not have an audio and/or video recording system ("Surveillance System") on-site. In the event there is a Surveillance System on Premises, Landlord understands that use of such Surveillance System may result in violation of state and/or federal law if consent to record is not given in accordance with the law. Landlord hereby releases and holds harmless Broker, Broker's designated agents, sub-agents, sales associates, and employees from any liability which may result from the listening/recording of audio and/or video on Premises.

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



**D. Landlord Assumption of Risk.**

1. Landlord retains full responsibility for Premises, including all utilities, maintenance, physical security, and liability during the term of 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 Agreement Term, 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<sup>®</sup>, 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 Agreement Term. 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 Agreement Term.

**E. 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.

**F. 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.

**G. 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.

**H. Governing Law.** The laws of the Commonwealth of Virginia will govern the validity, interpretation, and enforcement of Agreement, without regard to the application of conflict of laws.

**I. 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.

**J. Severability.** In the event any provision in Agreement is determined to be unenforceable, the remaining terms and provisions of Agreement shall not in any way be affected, impaired, or invalidated thereby.

**22. LANDLORD DEFAULT.**

**A. Landlord Default.** In the event of Landlord breach as set forth herein, such shall constitute Landlord default and will serve as good cause for Broker to terminate Agreement. Upon such breach, Broker may, at Broker's option, provide Landlord a Notice to Terminate Brokerage Representation Agreement. Upon Delivery of Notice, the Agency Relationship between the Parties

will cease. Both parties will subsequently and immediately execute a Release of Brokerage Representation to terminate the Brokerage Relationship between the Parties and all respective rights and obligations of the Parties arising under Agreement will terminate, exclusive of Broker's duties in this Paragraph. If the Landlord refuses to execute the Release when requested to do so in writing and a court finds that Landlord should have executed the Release, Landlord will pay the expenses, including, without limitation, reasonable attorney's fees and costs, incurred by Broker in any litigation regarding this matter.

**B. Broker Duties Upon Termination.** In the event Broker terminates Agreement prior to the expiration of Agreement, Broker will promptly deliver to Landlord copies of all leases and other instruments entered into on behalf of Landlord, remove Property from any listing services, and return to the Landlord any keys to Property, if applicable. Broker may retain copies of such contracts and instruments for Broker's records.

**23. ATTORNEY'S FEES.** If any Party breaches Agreement and a non-breaching Party retains legal counsel to enforce its rights hereunder, the non-breaching Party will be entitled to recover 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 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 Agreement, then all such breaching Parties will 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 will 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 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.

**24. DEFINITIONS.**

- A. "Agency Relationship" means the relationship in which a real estate licensee acts for or represents a person as an agent by such person's express authority in a real estate transaction.
- B. "Brokerage Relationship" means the contractual relationship between a client and a real estate licensee based on the terms, provisions, conditions, duties, and responsibilities of Agreement.

**25. ADDITIONAL TERMS.** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_/\_\_\_\_\_  
Date Landlord

\_\_\_\_\_/\_\_\_\_\_  
Date Broker

\_\_\_\_\_/\_\_\_\_\_  
Date Landlord

\_\_\_\_\_/\_\_\_\_\_  
Date Landlord

\_\_\_\_\_/\_\_\_\_\_  
Date Landlord

\*\*\*\*\*

**Leasing Associate Contact Information**

Leasing Associate (Listing Agent): \_\_\_\_\_

Team Name (if applicable): \_\_\_\_\_

Phone: (W) \_\_\_\_\_ (Cell) \_\_\_\_\_

Email: \_\_\_\_\_ Fax: \_\_\_\_\_

**Supervising Broker Contact Information**

Broker Name: \_\_\_\_\_

Phone: (W) \_\_\_\_\_ (Cell) \_\_\_\_\_

Email: \_\_\_\_\_ Fax: \_\_\_\_\_

EDUCATIONAL VERSION

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