

**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 this 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 this 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: \_\_\_\_\_ Fax: \_\_\_\_\_

**Broker (Firm)**

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

**4. TERM OF AGREEMENT.** This Agreement will run for the period commencing after signature by all parties and expiring at 11:59 p.m. on \_\_\_\_\_ (“Listing Period”) (if left blank, Agreement automatically terminates 90 days after 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 hereunder). 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. 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"/> ___	Trash Compactor
<input type="checkbox"/> ___	Clothes Dryer	<input type="checkbox"/> ___	Gas Log	<input type="checkbox"/> ___	Wall Oven
<input type="checkbox"/> ___	Clothes Washer	<input type="checkbox"/> ___	Hot Tub, Equip & Cover	<input type="checkbox"/> ___	Water Treatment System
<input type="checkbox"/> ___	Cooktop	<input type="checkbox"/> ___	Intercom	<input type="checkbox"/> ___	Window A/C Unit
<input type="checkbox"/> ___	Dishwasher	<input type="checkbox"/> ___	Playground Equip	<input type="checkbox"/> ___	Window Fan
<input type="checkbox"/> ___	Disposer	<input type="checkbox"/> ___	Pool, Equip, & Cover	<input type="checkbox"/> ___	Window Treatments
<input type="checkbox"/> ___	Electronic Air Filter	<input type="checkbox"/> ___	Refrigerator	<input type="checkbox"/> ___	Wood Stove
<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:** \_\_\_\_\_

**7. UTILITIES; MAJOR SYSTEMS.** (Check all that apply)

Included in Rent? (Check Yes)

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

**10. MARKETING/MLS/INTERNET ADVERTISING.**

- A.  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 terms, and all status updates during and after the expiration of this Agreement. Broker will enter the listing information into MLS  within two (2) days of commencement of the Listing Period **OR**  on or before: \_\_\_\_\_ . In either event, Broker will enter the listing information into MLS within one (1) business day of Public Marketing of Premises. "Public Marketing"

includes, but is not limited to, displaying flyers in windows, yard signs, digital marketing on public facing websites, brokerage website displays (including internet data exchanges and virtual office websites), digital communications marketing (email blasts), multi-brokerage listing sharing networks, and applications available to the general public.

- 2. If Landlord does not authorize Broker to market Premises via MLS**, Broker will instead Publicly Market Premises by such other methods as Broker deems appropriate in accordance with MLS rules and regulations, Virginia law and this Agreement. Landlord will sign and deliver concurrently with this Agreement a “Waiver of Broker Submission to MLS” form or other acceptable certification that Landlord does not authorize Broker to Publicly Market the listing via MLS. Broker will submit such waiver or other certification to MLS within two (2) days of execution of this Agreement.

**B.  Landlord authorizes OR  Landlord does not authorize** Broker marketing Premises through MLS 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) 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.

**D.  Landlord authorizes OR  Landlord does not authorize** Broker to list 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 commencement of the Listing Period **OR  on or before: \_\_\_\_\_**. Premises may be listed in the MLS under “coming soon” status for no more than 21 days from the date the listing is entered in MLS, except when a longer period is permitted by applicable MLS rules and regulations. Broker may engage in pre-marketing activities prior to the date that Premises is entered 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 this 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.

## 11. 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 cooperating brokers 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.

## 12. BROKER COMPENSATION.

**A. Payment.** Landlord will pay Broker in cash total compensation of  \_\_\_\_% of the first full month's rent, **OR**  \$\_\_\_\_\_, **OR**  \_\_\_\_% of the first full month's rent + \$\_\_\_\_\_ ("Compensation") if, during the term of this Agreement, anyone produces a tenant ready, willing and able to lease Premises. 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 Compensation need not be paid if the Premises are listed with another real estate company.

**B.  Broker's Service Fee.** Landlord will pay Broker in cash an additional flat fee of \$ \_\_\_\_\_ as Broker's Service Fee ("Broker's Service Fee") if, during the term of Agreement, anyone produces a tenant ready, willing, and able to lease Property.

**C. Leasing Broker.** Broker will offer a portion of Compensation to a cooperating broker as indicated:

Tenant Agency Compensation:  \_\_\_\_\_% of the first full month's rent, **OR**  \$ \_\_\_\_\_, **OR**  \_\_\_\_\_% of the first full month's rent + \$ \_\_\_\_\_.

*Broker's compensation and the sharing of compensation between brokers are not fixed, controlled, recommended, or suggested by any Multiple Listing Service or association of REALTORS®.*

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

**E. Early Termination.** In the event Landlord wishes to terminate this Agreement prior to the end of Listing Period, Landlord will deliver written notice to terminate the Agency Relationship between the Parties. The Parties will then execute a Release of Brokerage Representation Agreement to terminate the Brokerage Relationship between the Parties. Should termination be without good cause, Landlord will pay Broker \$ \_\_\_\_\_ as an early termination fee prior to executing the Release of Brokerage Representation Agreement, in addition to any compensation otherwise due pursuant to Agreement.

**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 cooperating brokers, 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 cooperating broker. Landlord  **does** **OR**  **does not** authorize Broker and sales associate to disclose such information to tenants or cooperating 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. 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.

**18. 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.

**19. 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 this Agreement, or subsequent Lease Term.

During the term of this 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.

**20. 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.

**C. Access to Premises.** Landlord will provide keys to Broker for access to Premises to facilitate Broker's duties under this 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 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.

**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 this Agreement.

**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.

## **21. 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.

**22. 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 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 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 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 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.

## **23. 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 this Agreement.

**24. 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: \_\_\_\_\_



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