

**VIRGINIA REGIONAL LISTING AGREEMENT
EXCLUSIVE RIGHT TO LEASE**

This Agreement is made on _____ by and between _____
 _____ (“Owner” or “Landlord”)
 and _____ (“Broker”).
 (Firm Name)

In consideration of providing the services and facilities described herein, the Broker is hereby granted the exclusive right to lease the Property known as: _____, Virginia _____ (“Property”)

Legal Description _____
 Tax Map No/ID# _____

1. The Owner offers the Property for lease for a minimum of _____ months, but not to exceed _____ months at a monthly rent of \$ _____.

The Property shall become available for occupancy on _____. In the event of a lease, the Owner will sign a lease agreement enforceable in the Commonwealth of Virginia.

The Owner shall provide as part of the Premises all existing built-in heating and central air conditioning equipment, plumbing and lighting fixtures, sump pump, attic fans, storm windows, storm doors, screens, installed wall-to-wall carpeting, smoke and heat detectors, exterior trees and shrubs and, if so indicated below the following checked fixtures and appliances:

YES	NO	AS IS	ITEM	YES	NO	AS IS	ITEM	YES	NO	AS IS	ITEM	YES	NO	AS IS	ITEM
			Alarm System				Exhaust Fan(s)				Playground Equipment				Trash Compactor
			Attic Fan(s)				Fireplace Screen/Doors				Pool, Equip. & Cover				Wall Oven(s) # _____
			Built-In Microwave				Freezer				Range Hood(s)				Washer
			Ceiling Fan(s) # _____				Furnace Humidifier				Refrigerator(s) # _____				Water Treatment System
			Central Vacuum				Garage Opener(s) # _____				w/ Ice Maker				Whirlpool Tub
			Cooktop				w/ Remote(s) # _____				Satellite dish & Equip.				Window A/C Unit(s) # _____
			Dishwasher				Gas Fireplace(s)				Storage Shed(s) # _____				Window Fan(s) # _____
			Disposer				Hot Tub Equip. & Cover				Stove or Range				Window Treatments
			Dryer				Intercom				Sump Pump				Wood Stove
			Electronic Air Filter												

UTILITIES. (Check all that apply)

Included in Rent?

Water Supply: <input type="checkbox"/> Public <input type="checkbox"/> Private Well <input type="checkbox"/> Community Well	<input type="checkbox"/> Yes <input type="checkbox"/> No
Sewage Disposal: <input type="checkbox"/> Public <input type="checkbox"/> Septic # BR: _____	<input type="checkbox"/> Yes <input type="checkbox"/> No
Hot Water: <input type="checkbox"/> Oil <input type="checkbox"/> Gas <input type="checkbox"/> Elec. <input type="checkbox"/> Other _____ Number of Gallons _____	<input type="checkbox"/> Yes <input type="checkbox"/> No
Air Conditioning: <input type="checkbox"/> Oil <input type="checkbox"/> Gas <input type="checkbox"/> Elec. <input type="checkbox"/> Heat Pump <input type="checkbox"/> Other _____ <input type="checkbox"/> Zones _____	<input type="checkbox"/> Yes <input type="checkbox"/> No
Heating: <input type="checkbox"/> Oil <input type="checkbox"/> Gas <input type="checkbox"/> Elec. <input type="checkbox"/> Heat Pump <input type="checkbox"/> Other _____ <input type="checkbox"/> Zones _____	<input type="checkbox"/> Yes <input type="checkbox"/> No

2. The Broker and the Sales Associate(s) shall promote the interests of the Owner by:
- A. Performing the terms of this Agreement;
 - B. Seeking a tenant at a price and terms agreed upon herein or otherwise acceptable to the Owner; however, the Broker and the Sales Associate(s) shall not be obligated to seek additional offers to lease the Property while the Property is subject to a lease or a letter of intent to lease under which the tenant has not yet taken possession unless stated herein or as the letter of intent to lease so provides;
 - C. Presenting in a timely manner all written offers or counteroffers to and from the Owner even when the Property is already subject to a lease or a letter of intent to lease, unless otherwise instructed by Owner;
 - D. Disclosing to the Owner all material facts related to the Property or concerning the transaction of which the Broker and Sales Associate(s) have actual knowledge;
 - E. Accounting for in a timely manner all money and property received in which the Owner has or may have an interest.

Unless otherwise provided by law or the Owner consents in writing herein or elsewhere to the release of the information, the Broker and the Sales Associate(s) shall maintain the confidentiality of all personal and financial information and other matters identified as confidential by the Owner, if that information is received from the Owner during the brokerage relationship. In satisfying these duties, the Broker and the Sales Associate(s) shall exercise ordinary care, comply with all applicable laws and regulations and treat all prospective tenants honestly and not knowingly give them false information; and the Broker and Sales Associate(s) shall disclose to the prospective tenants all material adverse facts pertaining to the physical condition of the Property which are actually known by them. In addition, the Broker and the Sales Associate(s) may provide assistance to a tenant or prospective tenant by performing ministerial acts that are not inconsistent with the Broker's and the Sales Associate's duties under this Agreement. The Owner acknowledges that the Broker and Sales Associate(s) and any cooperating brokers and sales associates may act on behalf of the Owner as the Owner's representatives.

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 Associates 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. Except for disclosure of confidential information to the Broker, each Designated Representative is bound by the confidentiality requirements as above. The Broker remains a dual representative. The Owner consents to designated representation **OR** The Owner does not consent to designated representation which means the Owner does not allow the Property to be shown to a tenant represented by this Broker through another Designated Representative associated with the firm. The Broker will notify other associates within the firm via the MLS whether the Seller consents or does not consent.

Dual Representation occurs when a tenant and landlord in one transaction are represented by the same Broker and the same Sales Associate(s). When the parties agree to dual representation, the ability of the Broker and the Sales Associate(s) to represent either party fully and exclusively is limited. The confidentiality of all information of all clients shall be maintained as above. The Owner consents to a dual representation **OR**

The Owner does not consent to dual representation which means the Owner does not allow the Property to be shown to a tenant represented by this Broker through the same Sales Associate.

3. This Exclusive Right to Lease will expire at midnight on _____ .
4. This Property shall be shown and made available without regard to race, color, religion, sex, handicap, familial status or national origin as well as all classes protected by the laws of the United States, the Commonwealth of Virginia and applicable local jurisdictions.
5. The Broker shall make a blanket unilateral offer of cooperation and compensation to other brokers in any Multiple Listing Service that the Broker deems appropriate. The Broker shall disseminate information regarding the Property, including the entry date, rental price(s), final rented price and all terms, and expired or withdrawn status, by printed form and/or electronic computer service during and after the expiration of this Agreement. The Broker shall enter the listing information into the MLS data base within 48 hours (unless otherwise instructed in writing by the Owner) after all Owner signatures have been obtained.

6. BROKER COMPENSATION.

A. Payment. The Owner shall pay the Broker in cash total compensation of _____ (Compensation) if, during the term of this Agreement, anyone produces a Tenant ready, willing and able to lease the Property.

The Compensation is also earned if within _____ days after the expiration or termination of this Agreement, a contract is ratified with a ready, willing and able buyer to whom the Property had been shown during the term of this Agreement; provided, however, that the Compensation need not be paid if a contract is ratified on the Property while the Property is listed with another real estate company.

B. Leasing Broker. The Broker shall offer a portion of the Compensation to the Leasing Broker as indicated:

Sub-Agency Compensation: _____
Tenant-Agency Compensation: _____
Non-Agency Compensation: _____

Note: Compensation may be shown by a percentage of the gross rental price, a definite dollar amount or "N" for no compensation.

The 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®.

C. Early Termination. In the event Seller wishes to terminate this Agreement prior to the end of the Listing Period, without good cause, Seller shall pay Broker _____ ("Early Termination Fee") before Broker's execution of a written release.

D. If the tenant purchases this Property during Tenant's occupancy of the Property or within _____ days of vacating the Property, the Owner agrees to pay Broker compensation of _____ in cash at settlement.

7. The Owner is participating in any type of employee relocation program Yes OR No.
If "Yes": (a) the program is named: _____, Contact # _____
and (b) terms of the program are: _____

If "No" or the Owner has failed to list a specific employee relocation program, then the Broker shall have no obligation to cooperate with or compensate any undisclosed program.

8. In consideration of the use of Broker's services and facilities and of the facilities of any REALTOR® Multiple Listing Service, the Owner and Owner's heirs and assigns hereby release the Broker, all Brokers accompanying tenants or prospective tenants, any REALTOR® 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 the Owner for vandalism, theft or damage of any nature whatsoever to the Property or its contents during the term of this Agreement. The Owner waives any and all rights, claims and causes of action against them and holds them harmless for any property damage or personal injury arising from the use or access to the Property by any person during the term of this Agreement except for malfeasance on the part of such parties.
9. The Owner retains full responsibility for the Property, including all utilities, maintenance, physical security and liability during the term of the Agreement unless otherwise agreed to in writing. Virginia licensed real estate salespersons and appraisers, inspectors and other persons shall be given access as needed to the Property to facilitate and/or consummate a lease. Authorization is granted to the Broker to show the Property during reasonable hours. Authority is granted to the Broker to:
 - A. Place a "For Rent" sign on the Property and to remove all other such signs;
 - B. Place a common key safe on the Property containing keys and information necessary to obtain full access to the Property.
10. In the event there is a Condominium or Property Owners' Association for the Property, the Owner agrees to provide to the Broker at the time of this Agreement **OR** to the tenant prior to lease execution, copies of current Rules & Regulations pertaining to the Property shall be provided at Owner's cost at tenant's cost. Additional fees are Pool Parking Move-In Elevator Tennis Other:

11. The Owner represents that the residential dwelling(s) at the Property were, **OR** were not constructed before 1978. If the dwelling(s) were constructed before 1978, the Owner is subject to Federal law concerning disclosure of the possible presence of lead-based paint at the Property, and the Owner acknowledges that the Broker has informed the Owner of the Owner's obligations under the law. If the dwelling(s) were constructed before 1978, unless exempt under 42 U.S.C. 4852d, the Owner has completed and provided to the Broker the form, "Rental: Disclosure And Acknowledgement Of Information On Lead-Based Paint And/Or Lead-Based Paint Hazards" or equivalent form.

12. The Owner will allow pets. No Yes. Restrictions _____

13. The following deposits shall be required from the tenant: _____

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

15. **VIRGINIA RESIDENTIAL LANDLORD TENANT ACT.** Landlord has an ownership interest in _____ residential leased properties in Virginia. Landlord's properties are are not required to be covered under this Act. If not required, Landlord wishes does not wish Leases to be administered under the Virginia Residential Landlord Tenant Act.

16. The Owner is OR is not a real estate licensee (active/inactive).

17. OTHER TERMS: _____

The terms and conditions of this Agreement must be used as a basis for presenting the Property to prospective tenants, and, unless amended in writing, contain the final and entire Agreement between the parties hereto. The parties shall not be bound by any other terms, conditions, oral statements, warranties or representations not herein contained. Seen and agreed and receipt of a signed copy of this Agreement is hereby acknowledged.

SIGNATURES:

OWNERS:

BROKER:

_____/_____
Date Signature

_____/_____
Date Signature

_____/_____
Date Signature

(Owner's Mailing Address)

(Firm Address)

(City, State and Zip Code)

(City, State and Zip Code)

Designated Representative (print name)

Phone (O) _____

Phone (O) _____

Phone (C) _____

Phone (C) _____

Phone (H) _____

Phone (H) _____

Fax _____

Fax _____

Email _____

Email _____

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