



VIRGINIA REGIONAL LISTING AGREEMENT - EXCLUSIVE RIGHT TO LEASE

This Agreement is made on \_\_\_\_\_, \_\_\_\_\_) by and between \_\_\_\_\_ ("Owner" or "Landlord") and Jobin Realty ("Broker").

In consideration of providing the services and facilities described herein, the Broker is hereby granted the exclusive right to lease the Property known as: \_\_\_\_\_

Legal Description \_\_\_\_\_, Virginia \_\_\_\_\_ ("Property") 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:

Table with 3 columns: Provides "As Is" (YES NO YES), Provides "As Is" (YES NO YES), Provides "As Is" (YES NO YES). Lists various fixtures and appliances like Stove, Refrigerator, Washer, etc.

- 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" 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 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.  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. A) The Owner shall pay the Broker compensation of \_\_\_\_\_ in cash if, during the term of this Agreement, anyone produces a tenant ready, willing and able to lease the Property. In addition to the Broker's compensation, an additional fee of \_\_\_\_\_ will be collected from



the Owner payable to the Broker, at the time the Tenant takes possession of the property. Compensation will be paid to Broker upon ratification of the Lease Agreement, and Owner grants to the Broker the authority to deduct compensation due to Broker from earnest money deposit funds Broker may be holding on Owner's behalf in connection with this listing. Broker shall disburse to leasing broker, if applicable, within 30 days of Broker's receipt of funds. The compensation is also earned if within \_\_\_\_\_ days after the expiration or termination of this Agreement, a lease is ratified with a ready, willing and able tenant to whom the Property has been shown during the term of this Agreement; provided, however, that the compensation need not be paid if a lease is ratified on the Property while the Property is listed with another real estate company.

B) The Broker acknowledges receipt of a retainer fee in the amount of \_\_\_\_\_, which  shall, OR  shall not be subtracted from any compensation due the Broker under this Agreement. The retainer is non-refundable and is earned when paid.

C) The Broker shall offer compensation as indicated:

Landlord Representative Compensation \_\_\_\_\_ Tenant Representative Compensation \_\_\_\_\_ Non Agency Compensation \_\_\_\_\_

Note: Compensation shall be shown by a percentage of one month's gross lease price, a percentage of the total gross rental amount, a definite dollar amount or "N" for no compensation. No Multiple Listing Service or Association of REALTORS is a party to this Agreement and no Multiple Listing Service or Association of REALTORS sets, controls, recommends or suggests the amount of compensation for any brokerage service rendered pursuant to this Agreement. 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 keysafe 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 and 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 Acknowledgment 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. 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 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.

\_\_\_\_\_ Date \_\_\_\_\_ Owner

\_\_\_\_\_ Date \_\_\_\_\_ Owner

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

\_\_\_\_\_ (Owner's Mailing Address)

\_\_\_\_\_ (City, State, and Zip Code)

Phone (0) \_\_\_\_\_

Phone (H) \_\_\_\_\_

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

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

**Jobin Realty**



Office # \_\_\_\_\_ FAX # \_\_\_\_\_

Date: \_\_\_\_\_ By: \_\_\_\_\_  
(Broker/Sales Manager)

\_\_\_\_\_  
(Designated Representative)

Office # \_\_\_\_\_ FAX # \_\_\_\_\_

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

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