

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) Mars Hill Realty Group ("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 shall be in writing and shall 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: 1627 Williams Drive

City, State, and Zip Code: Georgetown, TX 78628

Phone: (W) (512) 942-0024 (Cell) _____

Email: Edward@MarSHillRealty.com Fax: _____

4. TERM OF AGREEMENT. This Agreement shall run for the period commencing after signature by all parties and expiring at 11:59 p.m. on _____ ("Listing Period").

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 12 months, but not to exceed 24 months, for a monthly rental price of \$ TBD, 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 shall be available for occupancy on TBD.

Landlord will accept applications from tenants who qualify for the Housing Choice Voucher Program (Section 8): Yes **OR** No

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

Landlord will allow pets: Yes **OR** No Restrictions: case-by-case

The following deposits shall be required from the tenant: security, pet (if applicable)

Landlord: _____ / _____ Broker: _____

Landlord agrees that Landlord and tenant shall sign a lease agreement enforceable in the Commonwealth of Virginia.

6. PROVIDED FIXTURES AND EQUIPMENT.

A. Personal Property and Fixtures.

Landlord shall provide, as part of Premises: any 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, exterior trees and shrubs.

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

Yes	No	#	Items	Yes	No	#	Items	Yes	No	#	Items
<input type="checkbox"/>	<input type="checkbox"/>	___	Alarm System	<input type="checkbox"/>	<input type="checkbox"/>	___	Freezer	<input type="checkbox"/>	<input type="checkbox"/>	___	Satellite Dish
<input type="checkbox"/>	<input type="checkbox"/>	___	Built-in Microwave	<input type="checkbox"/>	<input type="checkbox"/>	___	Furnace Humidifier	<input type="checkbox"/>	<input type="checkbox"/>	___	Storage Shed
<input type="checkbox"/>	<input type="checkbox"/>	___	Ceiling Fan	<input type="checkbox"/>	<input type="checkbox"/>	___	Garage Opener	<input type="checkbox"/>	<input type="checkbox"/>	___	Stove or Range
<input type="checkbox"/>	<input type="checkbox"/>	___	Central Vacuum	<input type="checkbox"/>	<input type="checkbox"/>	___	w/ remote	<input type="checkbox"/>	<input type="checkbox"/>	___	Trash Compactor
<input type="checkbox"/>	<input type="checkbox"/>	___	Clothes Dryer	<input type="checkbox"/>	<input type="checkbox"/>	___	Gas Log	<input type="checkbox"/>	<input type="checkbox"/>	___	Wall Oven
<input type="checkbox"/>	<input type="checkbox"/>	___	Clothes Washer	<input type="checkbox"/>	<input type="checkbox"/>	___	Hot Tub, Equip & Cover	<input type="checkbox"/>	<input type="checkbox"/>	___	Water Treatment System
<input type="checkbox"/>	<input type="checkbox"/>	___	Cooktop	<input type="checkbox"/>	<input type="checkbox"/>	___	Intercom	<input type="checkbox"/>	<input type="checkbox"/>	___	Window A/C Unit
<input type="checkbox"/>	<input type="checkbox"/>	___	Dishwasher	<input type="checkbox"/>	<input type="checkbox"/>	___	Playground Equipment	<input type="checkbox"/>	<input type="checkbox"/>	___	Window Fan
<input type="checkbox"/>	<input type="checkbox"/>	___	Disposer	<input type="checkbox"/>	<input type="checkbox"/>	___	Pool, Equip, & Cover	<input type="checkbox"/>	<input type="checkbox"/>	___	Window Treatments
<input type="checkbox"/>	<input type="checkbox"/>	___	Electronic Air Filter	<input type="checkbox"/>	<input type="checkbox"/>	___	Refrigerator	<input type="checkbox"/>	<input type="checkbox"/>	___	Wood Stove
<input type="checkbox"/>	<input type="checkbox"/>	___	Fireplace Screen/Door	<input type="checkbox"/>	<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: \$25 (\$50 if over \$3000 rent)

7. UTILITIES AND SERVICES. (Check all that apply)

	<u>Included in Rent?</u>
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
Type of Septic: <input type="checkbox"/> Community <input type="checkbox"/> Conventional <input type="checkbox"/> Alternative <input type="checkbox"/> Experimental	
Hot Water: <input type="checkbox"/> Oil <input type="checkbox"/> Gas <input type="checkbox"/> Electric <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"/> Electric <input type="checkbox"/> Heat Pump <input type="checkbox"/> Other _____ <input type="checkbox"/> Zones _____	<input type="checkbox"/> Yes <input type="checkbox"/> No
Trash Removal/Recycling: <input type="checkbox"/> County/City <input type="checkbox"/> Private	<input type="checkbox"/> Yes <input type="checkbox"/> No

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

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

- A.** Broker shall protect and promote the interests of Landlord and shall provide Landlord with services consistent with the standards of practice and competence that are reasonably expected of licensees engaged in the business of real estate brokerage. Landlord acknowledges that Broker is bound by the bylaws, policies and procedures, and rules and regulations governing the MLS, the Code of Ethics of the National Association of REALTORS®, the Code of Virginia, and the Regional Rules and Regulations for the electronic lockbox system.
- B.** Broker shall use reasonable efforts and act diligently to seek tenants for Premises at the price and terms stated herein or otherwise acceptable to Landlord, to negotiate on behalf of Landlord, to establish strategies for accomplishing Landlord's objectives, to assist in satisfying Landlord's contractual obligations and to facilitate the consummation of the lease of Premises.
- C.** Broker shall market Premises, at Broker's discretion, including without limitation, description, interior and exterior photographs in appropriate advertising media, such as publications, mailings, brochures and internet sites; provided, however, Broker shall not be obligated to continue to market Premises after Landlord has accepted an application.
- D.** Broker shall present all written applications or counteroffers to and from Landlord, in a timely manner, even if Premises is already subject to an approved application, unless otherwise instructed by Landlord in writing.
- E.** Broker shall account, in a timely manner, for all money and property received in trust by Broker, in which Landlord has or may have an interest.
- F.** Broker shall show Premises during reasonable hours to prospective tenants and shall accompany or accommodate, as needed, other real estate licensees, their prospective tenants, inspectors, appraisers, exterminators and other parties necessary for showings and inspections of Premises, to facilitate and/or consummate the rental of Premises. Broker shall **OR** shall not install an electronic lockbox on Premises to allow access and showings by persons who are authorized to access Premises.
- G.** Broker shall **OR** shall not install "For Rent" signs on Premises, as permitted. Landlord is responsible for clearly marking the location of underground utilities, equipment or other items that may be damaged by the placement of the sign.

10. MARKETING/MLS/INTERNET ADVERTISING.

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

Broker shall enter the listing information into the MLS database:

Within 48 hours (excluding weekends and holidays) of commencement of Listing Period **OR** On or before: 7 days after photos

- B.** Landlord authorizes **OR** Landlord does not authorize Broker to conduct pre-marketing activities. If Landlord authorizes Broker to conduct pre-marketing activities, a Pre-Marketing (Coming Soon) Addendum to the Listing Agreement is attached and made part of this Agreement.

C. The parties agree and understand that internet advertising includes:

- 1) Broker's internet website;
- 2) The internet websites of licensed real estate salespersons or associate real estate brokers affiliated with Broker;
- 3) Any other internet websites in accordance with applicable MLS rules and regulations;
- 4) Printed media; and/or
- 5) Any available MLS program(s) that enable participants to display aggregated MLS active listing information on other such participants' and authorized users' public websites.

D. Landlord agrees and understands that Broker has provided an opportunity to Landlord to opt-out of any of the following four provisions which govern the display of information on Virtual Office Websites (VOW) and that Broker is thus hereby authorized by Landlord to submit and market Premises as follows.

PART I:

Landlord authorizes **OR** Landlord does not authorize Broker to submit and market Premises by and through the display on any internet websites.

If Landlord selects the second option, consumers who conduct searches for listings on the internet will not see the corresponding information about Premises in response to a search.

PART II:

Landlord authorizes **OR** Landlord does not authorize the display of Premises address on any internet website.

PART III:

Landlord authorizes **OR** Landlord does not authorize the display of unedited comments or reviews of Premises (or display a hyperlink to such comments or reviews) on MLS participants' internet websites.

PART IV:

Landlord authorizes **OR** Landlord does not authorize the display of an automated estimate of the market value of Premises (or a hyperlink to such estimate) on MLS participants' internet websites.

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 in 10.C. above. Broker agrees to update the 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 shall 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 shall 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 shall pay Broker in cash total compensation of 100% of one 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 30 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. Leasing Broker. Broker shall offer a portion of Compensation to a cooperating broker as indicated:

Tenant Agency Compensation: 25% **OR**

Other Compensation: 0%

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

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

D. Early Termination. In the event Landlord wishes to terminate this Agreement prior to the end of the Listing Period, without good cause, Landlord shall pay Broker _____ before Broker's execution of a written release.

E. Purchase By Tenant. If a tenant purchases Premises during tenant's occupancy of Premises or within 60 days of vacating Premises, Landlord agrees to pay Broker compensation of _____ in cash at settlement.

13. CONFIDENTIAL INFORMATION. Broker shall 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 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, or by the REALTOR® Code of Ethics.

16. RELOCATION PROGRAM.

Landlord is participating in any type of employee relocation program: Yes **OR** No.

If "Yes": (a) the program is named: _____ ,
Contact Name _____ Contact Information _____ and
(b) terms of the program are: _____

If "No" or if Landlord has failed to list a specific employee relocation program, then Broker shall 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 shall 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 item D).
- B. Landlord is current on all payments for all loans secured by Premises.
- C. Landlord is not in default and has not received any notice(s) from the holder(s) of any loan secured by Premises, or from any other lien holder of any kind, regarding a default under any loan, threatened foreclosure, notice of foreclosure, or the filing of foreclosure.
- D. There are no liens secured against Premises for Federal, State or local income taxes; unpaid real property taxes; or unpaid condominium or homeowners' association fees.
- 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 shall immediately notify Broker and Leasing Associate/Listing Agent, in writing, of such change.

20. MISCELLANEOUS PROVISIONS.

A. Landlord Representations and Warranties.

Landlord is aware that Landlord may be responsible for failing to disclose information and/or misrepresenting the condition of Premises. Landlord warrants that:

- 1) Landlord is not a party to a listing agreement with another broker for the sale, exchange or lease of Premises.
- 2) No person or entity has the right to purchase, lease or acquire Premises, by virtue of an option, right of first refusal or otherwise.
- 3) Landlord is **OR** is not a licensed (active/inactive) real estate agent/broker.
- 4) Landlord has **OR** has no knowledge of the existence, removal or abandonment of any underground storage tank on Premises.
- 5) Premises are **OR** are not currently tenant-occupied.

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

C. Landlord Assumption of Risk.

- 1) Landlord retains full responsibility for Premises, including all utilities, maintenance, physical security and liability during the term of this Agreement. Landlord is advised to take all precautions for safekeeping of valuables and to maintain appropriate property and liability insurance through Landlord's own insurance company.

Broker is not responsible for the security of Premises or for inspecting Premises on any periodic basis. If Premises are or becomes vacant during the Listing Period, Landlord is advised to notify Landlord's homeowner's insurance company and request a "Vacancy Clause" to cover Premises.

2) In consideration of the use of Broker's services and facilities and of the facilities of any Multiple Listing Service, Landlord and Landlord's heirs and assigns hereby release Broker, Broker's designated agents, sub-agents, sales associates and employees, any Multiple Listing Service and the Directors, Officers and employees thereof, including officials of any parent Association of REALTORS®, except for malfeasance on the part of such parties, from any liability to Landlord for vandalism, theft or damage of any nature whatsoever to Premises or its contents that occurs during the Listing Period. Landlord waives any and all rights, claims and causes of actions against them and holds them harmless for any property damage or personal injury arising from the use or access to Premises by any persons during the Listing Period.

D. Appropriate Professional Advice. Broker can counsel on real estate matters, but if Landlord desires legal advice, Landlord is advised to seek legal counsel. Landlord is advised further to seek appropriate professional advice concerning, but not limited to, property or tax and insurance matters.

E. Service Provider Referrals. Broker or one of Broker's sales associates may refer a service provider to assist Landlord in this transaction. This referral is not an endorsement, guarantee or warranty as to the quality, cost and/or timeliness of the services to be provided. Landlord is advised to independently investigate all options for service providers and consider whether any service provider will work effectively with Landlord. Landlord is free to reject any referred service provider for any or no reason.

F. Subsequent Offers After Application Acceptance. After a rental application has been accepted for Premises, Broker recommends Landlord obtain the advice of legal counsel prior to acceptance of any subsequent application to rent.

G. Governing Law. The laws of Virginia shall govern the validity, interpretation and enforcement of this Agreement.

H. Binding Agreement. This Agreement, unless amended in writing by the parties, contains the final and entire agreement and the parties will not be bound by any terms, conditions, oral statements, warranties or representations not herein contained.

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

22. ADDITIONAL TERMS. Property Manager will require at least 7 days between tenant transitions to conduct proper walkthroughs, cleanings and make-ready work.

All terms in the Mars Hill Owner Handbook supercede the terms of the contract. Owner agrees to all terms in the Mars Hill Landlord Handbook.

_____/_____
Date Landlord

_____/_____
Date Broker
Edward W. Lui

_____/_____
Date Landlord

_____/_____
Date Landlord

_____/_____
Date Landlord

Leasing Associate Contact Information

Leasing Associate (Listing Agent): **Mars Hill Realty Group**

Phone: (W) **(512) 942-0024** (Cell) _____

Email: **Edward@MarsHillRealty.com** (Fax) _____

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