



**VIRGINIA ASSOCIATION OF REALTORS®
LISTING AGREEMENT - EXCLUSIVE RIGHT TO LEASE**



(This is a legally binding contract; if not understood, seek competent advice before signing.)

THIS AGREEMENT made as of _____, between _____ (collectively the "Owner"), and Berkeley Realty Property Management, Inc (the "Broker") provides:

1. Owner grants to Broker the EXCLUSIVE right to lease or rent to a tenant the real property and all improvements thereon which is owned by Owner and which is hereafter described (all herein called the "Property") during the period commencing on 90 day agreement, and expiring at midnight on _____ (the "Listing Period") subject to the terms and conditions set forth herein.

2. Broker agrees to make reasonable efforts to obtain a tenant for the Property during the Listing Period and any extension thereof.

3. The Property is located in the City and County of _____, Virginia, and is described as follows: _____

and more commonly known as _____ (street address).

The Owner shall provide as part of the Property all existing built-in heating and central air conditioning equipment, plumbing and lighting fixtures, 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
<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	Alarm System	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	Exhaust Fan(s)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	Playground Equipment	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	Trash Compactor
<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	Attic Fan(s)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	Fireplace Screen/Doors	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	Pool, Equip. & Cover	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	Wall Oven(s) # _____
<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	Built-In Microwave	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	Freezer	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	Range Hood(s)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	Washer
<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	Ceiling Fan(s) # _____	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	Furnace Humidifier	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	Refrigerator(s) # _____	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	Water Treatment System
<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	Central Vacuum	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	Garage Opener(s) # _____	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	w/ Ice Maker	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	Whirlpool Tub
<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	Cooktop	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	w/ Remote(s) # _____	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	Satellite dish & Equip.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	Window A/C Unit(s) # _____

YES	NO	AS IS	ITEM	YES	NO	AS IS	ITEM	YES	NO	AS IS	ITEM	YES	NO	AS IS	ITEM
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Dishwasher	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Gas Fireplace(s)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Storage Shed(s) # _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Window Fan(s) # _____
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Disposer	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Hot Tub Equip. & Cover	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Stove or Range	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Window Treatments
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Dryer	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Intercom	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Sump Pump	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Wood Stove
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Electronic Air Filter	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____

UTILITIES.

(Check all that apply)

Water Supply:	<input type="checkbox"/> Public	<input type="checkbox"/> Private Well	<input type="checkbox"/> Community Well	Included in Rent?	<input type="checkbox"/> Yes	<input type="checkbox"/> No		
Sewage Disposal:	<input checked="" 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

4. Owner offers to lease the Property to a qualified tenant for a term of not less than 12 months, nor more than _____ months (i) at a monthly rental of not less than \$ _____, or (ii) where applicable, at an annual rental of not less than \$ _____ per square foot based on gross or net leasable square footage, payable in equal monthly payments, and on such other terms and conditions as may be set forth herein or in the form of a lease agreement approved by Owner prior to the execution of this Agreement.

5. Use of Listing Content; Intellectual Property Assignment.

Owner acknowledges and agrees that all photographs, images, graphics, video recordings, virtual tours, drawings, written descriptions, remarks, narratives, pricing information, and other copyrightable elements relating to the Property provided by Owner to Broker or Broker's agent, or otherwise obtained or produced by Broker or Broker's agent in connection with this Agreement, and any changes to such information (the "Listing Content"), may be filed with one or more Multiple Listing Services, included in compilations of listings, and otherwise distributed, publicly displayed and reproduced. Owner hereby irrevocably assigns and transfers to Broker any and all copyright rights and other intellectual property rights, and all actions and causes of action related to the foregoing, and all damages, profits, and other recoveries related thereto, which Owner may have or acquire in and to any and all Listing Content. Owner represents and warrants to Broker that the Listing Content and this assignment of rights to Broker does not violate or infringe upon the rights, including any copyright rights, of any person or entity. Owner shall indemnify Broker against all damages, costs, and liabilities, including twenty-five percent (25%) attorney fees, arising from any claim that the Listing Content or any portion of the Listing Content infringes the rights of any third party.

6. Owner's Authorization to Submit Property Information to A Common Source Information Service, including a Multiple Listing Service (hereinafter referred to as "MLS").

The undersigned Owner is aware that the Broker, as a member of MLS, may file the Property and all pertinent information regarding it with MLS for the term of this Agreement. The Owner understands that the primary objective of MLS is to distribute current information about property listings to all of its members. It is understood and agreed that the Broker will

submit pertinent information concerning the Property to MLS. Such information, together with any other information provided to or obtained by the Broker with respect to the Property, may be disclosed to prospective tenants and other brokers and may be included in all listings and other materials distributed by MLS either before or after the term of this Listing or the lease of the Property. It is further understood that the Broker will furnish to MLS notice of all changes of information concerning the Property as agreed by the undersigned Owner, and that upon completion of a fully executed lease agreement on the Property, the Broker will notify MLS of said lease.

7. Owner's Authorization Regarding the Internet and Other Media:

Brokers may publish listings of competing brokers on their web sites. If authorized below, Broker's website may also allow third-parties to (i) write comments or reviews about the Property or display a hyperlink to comments or reviews in immediate conjunction with particular listings, or (ii) display an automated estimate of the market value of the Property (or hyperlink to such estimate) or other listings in immediate conjunction with the Property.

If Owner does not want the Property Listing or address displayed on the Internet, Owner must complete the "OPT OUT OF INTERNET" section below.

OPT-OUT OF INTERNET

Complete this section only if Owner desires to opt out of Internet display

Owner may opt out of having the property Listing or property address displayed on the Internet by selecting Option A or B below.

Option A: [] Owner has advised Broker that Owner does not want the Property displayed on the Internet.

OR

Option B: [] Owner has advised Broker that Owner does not want the address of the Property displayed on the Internet.

Owner understands and acknowledges that if **Option A** has been selected, consumers who conduct searches for Listings on the Internet will not see information about the Property in response to their search. ____ / ____ (**Owner's Initials**)

Owner (**initial one**) authorizes ____ / ____ does not authorize ____ / ____ third-parties to write comments or reviews about the Property or provide hyperlinks to comments or reviews to any property in immediate conjunction with the Property.

Owner (**initial one**) authorizes ____ / ____ does not authorize ____ / ____ an automated estimate of the market value of the Property (or any hyperlink to such estimate) or any property in immediate conjunction with the Listing.

8. Owner and Broker agree that the Property shall be shown and made available to all persons without regard to race, color, religion, national origin, sex, elderliness, familial status or handicap pursuant to all applicable federal, state and local laws and regulations.

9. Owner understands and agrees that in consideration of the use by Owner of the services and facilities of Broker, neither Broker, and its officers, directors and employees, nor any agents of Broker collectively referred to herein as Broker, showing the Property to tenants or prospective tenants, shall be liable for any vandalism, theft or damage of any nature whatsoever to the Property or its contents during the term of this Agreement. Owner waives any and all rights, claims and causes of action against Broker and holds Broker harmless for any property damage or personal injury arising from the use of, or access to the Property by any person during the term of this Agreement, but excluding property damage or personal injury arising out of Broker's negligence.

10. Owner agrees that real estate salespersons and appraisers, inspectors or other persons may have access to the Property during normal business hours to facilitate and consummate a lease and that Broker may show the Property to prospective tenants during reasonable hours.

11. Owner retains full responsibility for the Property, including all utilities, maintenance, physical security and liability, during the term of this Agreement.

12. Owner acknowledges that Broker shall disclose to potential tenants of the Property all material adverse facts pertaining to the physical condition of the Property actually known by Broker.

13. If Broker produces a tenant willing and able to lease the Property on the terms and conditions set forth herein, Owner agrees to execute a lease agreement in the form previously approved by Owner and compensate the Broker as follows: **[Select one]**: _____ % of the gross monthly rent **OR** _____ % of the first year's gross rent **OR** the flat sum of \$ _____, **OR** Other _____, paid in cash at the time of lease execution.

14. Broker has advised Owner of Broker's general company policy regarding cooperating with and compensating other brokers. Broker is authorized to make an offer of cooperation and compensation to other brokers, including all participants of the MLS. Broker is authorized to show the Property and to make access available to cooperating brokers whether they are acting as tenant representatives or in other capacities. Owner authorizes the Broker to cooperate with and compensate cooperating brokers the following: **[Select one]** 10.000 % of the first month's gross monthly rent **OR** _____ % of the first year's gross rent **OR** the flat sum of \$ _____, paid in cash at the time of lease execution.

15. Owner acknowledges that Broker, in the course of its business, may represent tenants, some of whom may wish to see or consider the Property. Owner consents to Broker's showing the Property to Broker's clients who may be interested in leasing the Property. If Broker shows the Property to a client who wishes to propose a lease on the Property, then dual representation by Broker will exist, and either:

(i) Broker may request the consent of Owner and Broker's client to assign different licensees affiliated with Broker as designated representatives to represent, respectively, Owner and Broker's client to the exclusion of all other licensees of Broker. Such designated representatives shall not be considered dual representatives under Virginia law and shall not limit their ability to represent the client to whom they are designated in the transaction. The principal or supervising Broker who is supervising the transaction shall be considered a dual representative of both Owner and Broker's client, and such Broker's ability to represent both clients will be limited. Broker shall not disclose to either client or such client's designated representative any information that has been given to the dual representative by the other client within the confidence and trust of the brokerage relationship, unless the disclosure is required by law or consented to in writing by the affected party. Broker will obtain the written consent of the tenant to the designation of representatives not later than the time an offer to lease the Property is delivered to tenant's representative, and from Owner prior to the time such offer is presented to Owner; or

(ii) In the event Broker does not so designate representative to represent Owner and Broker's client, Broker will be acting as the representative for the tenant and landlord in the same transaction. Broker may act as such a dual representative only with the knowledge and informed written consent of all parties to the transaction. In any such transaction, there is a limitation on Broker's ability to represent either tenant or landlord fully and exclusively. Owner agrees that prior to considering any lease offer on the Property from a tenant client of Broker, Owner will enter into a written acknowledgement of and consent to a dual representation on the part of Broker and will confirm the disclosure of the dual representative described in this Agreement.

16. Owner authorizes Broker to place a "For Lease/Rent" sign on the Property and to remove all other such signs.

17. Owner requests does not request (CHECK ONE) the installation and use of a lockbox on said Property. The Owner is aware and understands that a lockbox is a means by which persons who have authorized access to said lockbox keys may gain entrance. The Owner hereby jointly and severally releases and forever discharges the Broker and all other persons who have authorized access to said lockbox keys from all liability, obligations, causes of action, claims and demands whatsoever which the Owner may have by virtue of the installation and use of such lockbox. Owner agrees to notify tenant, if any, in writing of the intended use of the lockbox.

18. The Property shall be available for occupancy by a tenant on _____.

19. The following deposits shall be required from a tenant: = to 1 month rent

20. Other terms: _____

21. Broker shall not be liable to Owner for any actions, omissions or misrepresentations of any tenant or prospective tenant. Upon execution of a lease agreement, Owner shall be deemed to have released the Broker from any further responsibility for the Property and the lease agreement, including but not limited to performance by the tenant of the terms and conditions thereof, and this Agreement shall terminate.

22. If there is a condominium or cooperative unit owners' association or any homeowner's association for the Property or any restriction on use of the Property, the Owner agrees to provide to Broker, upon execution of this Agreement, copies of any bylaws, rules and regulations and restrictive covenants or any other documents which place such restrictions on the use of the Property.

23. The terms and conditions of this Agreement may 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 statement, warranties or representations not contained herein.

24. If Owner should withdraw the Property from the market during the initial term of this Agreement or any extension thereof, without written consent from Broker, or otherwise prevents Broker from leasing the Property during the initial term or any extension thereof, Owner agrees to pay Broker the compensation set forth in paragraph 13 for its services hereunder.

25. Owner understands and agrees that, in consideration of the use of the services and facilities of Broker or the Common Source Information Service identified in paragraph 6, neither Broker, and its officers, directors and employees, nor any real estate broker or salesperson employed by or affiliated with Broker showing the Property to prospective tenants, nor the Common Source Information Service, nor the directors, officers and employees thereof, including officials of any Association of REALTORS®, shall be liable for any vandalism, theft or damage of any nature whatsoever to the Property or its contents during the initial term and any extension hereof, and Owner waives any and all rights, claims, and causes of action against any of them and holds them harmless for any property damage or personal injury arising from the use of or access to the Property by any person during the initial term and any extension thereof, but excluding property damage or personal injury arising out of their own negligence.

26. This Agreement may not be modified or changed except by written instrument executed by the parties, and it shall be construed, interpreted, and applied according to the laws of the Commonwealth of Virginia. It shall be binding upon and shall inure to the benefits of the heirs, personal representatives, successors, and assigns of the parties.

WITNESS the following duly authorized signatures and seals:

Owner(s):

Broker:

By: _____ (SEAL)

Date: _____

Authorized Firm Broker

Date: _____

Address: 150 Strawberry Plains Road Ste A-1

Williamsburg, VA 23188

Telephone: (757) 229-6810

Email: pblank@berkeley-realty.com

Date: _____

Address: _____

Telephone: _____

Email: _____

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