



VIRGINIA REALTORS®
EXCLUSIVE AUTHORIZATION TO LEASE
OWNER AUTHORIZATION REGARDING INTERNET

Internet advertising is one of the ways information concerning real property offered for rent is disseminated to real estate agents and brokers as well as the general public. The property owner has the right to determine whether or not their property information is displayed on the Internet and if so the manner in which it is presented.

Section 9(e) of the Virginia Realtors® Exclusive Authorization to Lease allows the property owner to authorize or prohibit the display of the property on the Internet. If authorized, it also permits the property owner to limit the display of property reviews and automated estimates of market value on the Internet.

Owners must initial beside the appropriate responses in Section 9(e). The OPT OUT OF THE INTERNET section should **only** be completed if the Owner does not wish to have their property address displayed on the Internet or does not wish to have ANY information concerning the property and its availability for lease published on the Internet. **Otherwise Option A and B should be left blank.**

Terms and Definitions:

Property Reviews/Blogging – Some web sites allow third parties to publish public commentary or feedback related to a particular property. This type of public online journaling is sometimes referred to as a blog.

Automated Estimate of Market Value – Also known as AVM or Automated Valuation Model. An AVM is a computer generated estimate of residential property value that is calculated using computer software models and recent sales of similar homes.

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VIRGINIA REALTORS®
EXCLUSIVE AUTHORIZATION TO LEASE



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

THIS AGREEMENT made as of _____, by and between _____ ("Owner"); and _____ ("Broker"), provides:

1. In consideration of services rendered by Broker to Owner, Owner grants to Broker the EXCLUSIVE and irrevocable right to lease or rent certain real estate, and all improvements thereon which is owned by Owner and which is hereafter described (the "Property"), during the period commencing on _____, and expiring at midnight on _____, (the "initial period of time").

2. REAL PROPERTY: The Property is located in the City or County of _____ and is described as follows: _____ and more commonly known as _____ (i.e., street, town, village, etc.).

3. UTILITIES: (Check all that apply) Included in Rent?
Water Supply: [] Public [] Private Well [] Community Well [] Yes [] No
Sewage Disposal: [] Public [] Septic # BR: _____ [] Yes [] No
Hot Water: [] Oil [] Gas [] Elec. [] Other _____ Number of Gallons _____ [] Yes [] No
Air Conditioning: [] Oil [] Gas [] Elec. [] Heat Pump [] Other _____ [] Zones _____ [] Yes [] No
Heating: [] Oil [] Gas [] Elec. [] Heat Pump [] Other _____ [] Zones _____ [] Yes [] No

4. LEASE TERMS:
(a) Owner offers to lease the Property to a qualified tenant for a term of not less than _____ 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 ("Listing Price").
(b) The Property shall be available for occupancy by a tenant on _____
(c) The following deposits shall be required from a tenant: _____
(d) Any lease or form(s) provided by Broker will be subject to the Virginia Residential Landlord Tenant Act ("VRLTA").

5. BROKER FEE:
(a) If Broker, or Owner with or without the assistance of Broker, produces a tenant willing and able to lease the Property on terms and conditions set forth in this Agreement, within the initial period of time or any extension thereof, Owner agrees to pay Broker: [] _____ % of the gross monthly rent OR [] _____ % of the first year's rent OR [] the flat sum of \$ _____ OR [] other _____, paid in cash at the time of lease execution (the "Fee"). If within _____ days after the expiration of the initial period of time or any extension thereof, the Property is rented or leased by Broker, by Owner, or by any other person, to a tenant or tenants to whom the Property was shown, offered, or introduced by Broker, or by any licensed broker or salesperson employed by or affiliated with Broker, Owner agrees to pay Broker the Fee. Broker will pay cooperating brokers a leasing fee of _____ when a tenant has been procured and the lease agreement is executed, or as otherwise agreed by the parties. Notwithstanding the foregoing, Owner shall not be obligated to pay the Fee to Broker if, after the expiration of the initial period of time or any extension thereof, Owner enters into an exclusive authorization to rent or lease the Property with a licensed broker or salesperson, other than Broker or a licensed broker or salesperson employed or affiliated with Broker, and the Property is rented or leased pursuant to such exclusive authorization. For purposes of the Agreements, if an application is presented to Owner within the initial period of time or any extension thereof, but (i) is accepted by Owner after expiration of the initial period

of time or any extension thereof, or (ii) Owner make a counteroffer which is accepted by the tenant after the expiration of the initial period of time or any extension thereof, the Owner shall pay Broker the Fee as if the Property had been leased or rented during the initial period of time or any extension thereof.

- (b) Broker has advised Owner of Broker's firm policy regarding cooperating with and compensating other real estate licensees. Owner authorizes Broker to cooperate with and compensate other brokers via the following **[select one]**: _____ % of the gross monthly rent OR the sum of \$ _____. Such compensation shall be paid at lease signing. Owner acknowledges that the cooperating fee set forth in this paragraph represents an obligation of Broker to a leasing broker per MLS rules, and agrees that Owner is responsible to pay this amount to Broker as part of the Fee, which will then be paid to the cooperating broker. Owner understands the responsibility for the payment of a cooperating broker's compensation may be determined as a result of civil action or arbitration, or in a separate agreement between Broker and a cooperating broker claiming such fee; provided however, such fee shall not exceed the amount set forth in this paragraph 3(b) without consent of Owner. Owner agrees to participate fully, at Owner's sole expense, in any legal action or arbitration proceedings that may arise with respect to the compensation due to a cooperating broker. Owner shall indemnify and hold Broker harmless from any monetary loss suffered by Broker due to any award against Broker arising from Owner's nonpayment of compensation that is due to a cooperating broker as a result of the sale of the Property. Owner agrees not to negotiate Broker's Fee or any tenant agent/representative's compensation in a real estate sales contract for the Property. This obligation shall survive expiration or earlier termination of this Agreement and lease of the Property.
- (c) If Owner should withdraw the Property from the market during the initial period of time or any extension thereof, without written agreement from Broker, or otherwise prevents Broker from renting or leasing the Property during the initial period of time or any extension thereof, such action shall constitute a breach of this Agreement, and Owner agrees to pay Broker the Fee set forth in paragraph 5 as liquidated damages, and not as a penalty. If the Fee is expressed as a percentage of the rental amount of the Property, the price, for the purposes of computing the Fee, shall be Listing Price.
- (d) If, after a valid contract for the rental of the Property is executed by Owner and a tenant or tenants, there is a default by such tenant or tenants which prevents performance of such contract through no fault of the Owner, Broker agrees that Owner will not be liable for the Fee of Broker and that Broker shall look to such defaulting tenant or tenants for compensation relating to such contract. Owner agrees if such a default occurs, this Agreement shall remain in effect until its expiration and that payment of the Fee by such defaulting tenant or tenants shall not satisfy any obligation that may arise if, after to such default, another valid contract for the lease of the Property is brought about by Broker.
- (e) If after a valid lease is executed by Owner and a tenant or tenants, there is a default by Owner which prevents performance of such contract through no fault of Broker, or if Owner fails to fully perform the obligations of Owner set forth herein, Owner shall be liable to Broker for the Fee, as compensation for its services hereunder, and the reasonable attorney's fees and expenses incurred by Broker, if any, in enforcing the terms and conditions hereof. In any action brought by Broker or Owner under this Agreement, the prevailing party or parties in such action shall be entitled to receive from the non-prevailing party or parties, jointly and severally, in addition to any other damages or awards, reasonable attorneys fees and costs expended or incurred in prosecuting or defending such action.

6. AGENCY RELATIONSHIP:

- (a) In accordance with the Virginia Real Estate Board ("VREB") regulations, Broker hereby discloses to Owner that Broker and Broker's salespeople are representing Owner as a standard agent in connection with marketing the Property under this Agreement and owe Owner the duties set out in this Agreement and under Section 54.1-2133 of the Code of Virginia. At the same time, brokers and their salespeople are required to treat all parties to a transaction honestly. Without breaching their duties to Owner, Broker and its salespeople may provide prospective tenants with information about the Property and may assist a prospective tenant in preparing an offer to lease the Property. Broker and its salespeople have a duty to respond accurately to a prospective tenant's questions and to submit Owner all offers to lease the Property.
- (b) If the Property is shown to a prospective tenant who is represented by Broker and such tenant client of Broker wishes to make an offer to lease the Property, and Broker has not designated representatives to represent Owner and tenant, the Broker will be acting as a representative for both Owner and tenant in the transaction. In such a transaction, Broker will remain impartial to Owner and tenant. Owner understands that Broker shall not be liable to either party for refusing or failing to disclose information which, in the sole discretion of Broker, would harm one party's bargaining position and would benefit the other party. However, Broker shall not be prevented from disclosing to the tenant any known material defects in the Property or any other matter that must be disclosed by

law and/or regulation. Broker will not disclose (i) to the tenant information about what price Owner will accept other than the Listing Price, or (ii) to Owner information about what price the tenant will pay other than the written offered price. If Owner and tenant do not enter into an agreement for the lease of the Property such dual representation shall terminate.

- (c) Because of such dual representation, Owner understands that Owner and tenant have the responsibility of making their own decisions as to what terms are to be included in any rental agreement. Owner should be aware of the implications of Broker's dual representation including the limitation on Broker's ability to represent Owner or the tenant fully and exclusively. Owner understands that Owner may seek independent legal counsel in order to assist with any matter relating to a leasing agreement or to the transaction that is the subject matter of a lease agreement. Provided Broker has acted in accordance with its obligations under this Agreement, Broker shall not be liable for any claims, damages, losses, expenses or liabilities arising from Broker's role as a dual representative. Owner shall have the duty to protect its own interests and should read any lease agreement carefully to insure that it accurately sets forth the terms Owner wants included in the lease agreement.
- (d) When acting as a dual representative, Broker: will treat Owner and tenant honestly; will disclose material facts about Property that are known to Broker as required by law and/or regulation.
- (e) When acting as a dual representative, Broker may not: disclose confidential information that Broker may know about either Owner or the tenant (including but not necessarily limited to motivation to lease or rent, price, terms and/or conditions of lease which are acceptable, and negotiating strategy) without written permission of the relevant party; disclose the price Owner will accept other than Listing Price without written permission of Owner; disclose the price the tenant is willing to pay other than contained in any offer without written permission of the tenant; recommend or give advice regarding the price the tenant should offer or pay for the Property; recommend or give advice regarding the terms and conditions of lease the tenant should offer for the Property; recommend or give advice regarding the price Owner should accept or that should form the basis of a counteroffer; or recommend or give advice regarding the terms and conditions of lease Owner should accept or that should form the basis of a counteroffer.

7. OWNER'S DUTIES:

- (a) Owner shall: work exclusively with Broker during the term of this Agreement; comply with the reasonable requests of Broker to supply any pertinent information or personal data needed to fulfill the terms of this Agreement; pay Broker the compensation set forth in this Agreement; make the Property available during reasonable hours for potential tenants to view properties; and inform all tenants and licensees whom Owner contacts of Owner's brokerage relationship with Broker.
- (b) If there is a condominium or cooperative unit owners' association or any homeowners' association for the Property or any restrictions on the use of the Property, the Owner agrees to provide Broker, upon the 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.

- 8. BROKER DUTIES:** Broker agrees to make commercially reasonable efforts to obtain a tenant for the Property during the initial period of time and any extension thereof. Owner acknowledges that Broker shall disclose to potential tenant of the Property all material adverse facts pertaining to the physical condition of the Property actually known by Broker.

9. ADVERTISING:

- (a) Owner agrees that during the initial period of time or any extension thereof Broker is authorized to place "FOR RENT" signs on the Property, to remove any other "FOR RENT" signs and to take all appropriate action to bring about a rental of the Property. Owner agrees to make the Property available to Broker and real estate brokers and salespersons employed or affiliated with Broker at all reasonable hours for showing to prospective tenants. Owner also agrees to refer to Broker all inquiries or offers which Owner may receive regarding the Property.
- (b) Unless otherwise provided herein, Broker agrees to submit pertinent information concerning the listing of the Property (including information which may be provided on a separate form or document) to any Multiple Listing Service ("MLS") serving the geographic area in which the Property is located of which Broker is a member to distribute such information to other brokers, and to solicit the cooperation of other brokers in securing a tenant or tenants for the Property. Owner understands that the listing data may get disseminated to third party websites through means other than the MLS. Owner acknowledges that the accuracy of the listing data is controlled by the third party websites and is outside of Broker's control.

- (c) Broker shall have the right to advertise the Property in commercially reasonable ways, and unless otherwise provided herein, shall have the right to place advertisements of the Property on the Internet communications network and in any Internet Data Exchange program in which Broker participates.
- (d) Owner authorizes the dissemination of Property/rental information to MLS participants, including electronic format, magazines and other media. 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. In the event Owner does not authorize the display of the Property address, only the street address will not be displayed, other data such as zip code, county, etc. may be displayed.

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 (**select one**) authorizes OR 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. In the event Owner does not authorize the display of the Property address, only the street address will not be displayed, other data such as zip code, county, etc. may be displayed.

_____ / _____ Owner (**select one**) authorizes OR 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. This provision does not control the display of such estimated value of the Property on third party websites such as syndicated websites.

_____ / _____ Owner (**select one**) authorizes OR does not authorize Broker to advertise on social media, understanding that there may be third-parties comments or reviews about the Property. In the event Owner does not authorize the display of the Property address, only the street address will not be displayed, other data such as zip code, county, etc. may be displayed.

10. LOCKBOX: Owner hereby does OR does not authorize Broker to place a lock box on the Property.

11. INDEMNIFICATION:

- (a) Owner acknowledges and agrees that in consideration of the use of the services and facilities of Broker or the MLS identified in paragraph 9(b), neither Broker, its officers, directors and employees, nor any real estate broker or salesperson employed by or affiliated with Broker showing the Property to tenants or prospective tenants, nor the MLS, nor the directors, officers and employees thereof, including officials of any parent 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 period of time and any extension thereof, and Owner waives any and all rights, claims, and causes of action against any of them and hold 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 period of time and any extension thereof, but excluding property damage or personal injury arising out of the negligence of Broker or its officers, directors and employees or any real estate broker or salesperson employed by or affiliated with Broker.

- (b) If Owner has provided to Broker relevant information about the Property, Owner represents and warrants that to the best of Owner's knowledge and belief such information is true and correct as of the date given, and that Owner will update such information promptly in the event of a material change in such information. The parties agree that such information is incorporated into and constitutes a part of this Agreement.
- (c) 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 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.

12. RECORDINGS WITHIN THE PROPERTY:

- (a) In the event Owner has a recording system in the Property which records or transmits audio, Owner understands that recording or transmitting of audio may result in violation of state and/or federal wiretapping laws. Owner hereby releases and indemnifies Broker, Broker's designated agents, sub-agents, sales associates and employees from any liability which may result from any recording or transmitting in the Property.
- (b) Owner understands that while potential purchasers viewing the Property should not engage in photography, videography or videotelephony in the Property without prior written permission, such recordings or transmissions may occur. Owner should remove any items of a personal nature Owner does not wish to have recorded or transmitted. Owner hereby releases Broker, listing sales associates and employees from any liability which may result from any recording or transmission in the Property.

13. MISCELLANEOUS:

- (a) Owner is advised that because some tenants may employ the services of tenant agents or representatives, Owner should not disclose any confidential information to prospective tenants or to real estate licensees other than Broker.
- (b) This Agreement is intended solely to define the relationship between Owner and Broker. It is not intended to be an offer to lease to a third party, nor may any third party rely upon it as such an offer. Further, this Agreement does not confer upon Broker the power or authority to either make or accept an offer or counteroffer to lease the Property. The Property may be leased only by a written agreement executed by Owner, or by an attorney-in-fact for Owner under a written power of attorney. Broker's authority hereunder shall be limited to marketing the Property for lease and such activities as are necessary or incidental thereto, including without limitation accepting and holding a security deposit in accordance with the VREB regulations.
- (c) 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/or assigns of the parties.
- (d) Owner understands that Owner has the right to choose an attorney to prepare the lease for the Property or otherwise to represent Owner in connection with the rental of the Property.
- (e) In the sale, purchase, exchange, rental or lease of real property, Broker has the responsibility to offer equal service to all clients and prospects and shall not discriminate on the basis of any protected class under Federal, state or local law or the REALTOR® Code of Ethics.

14. ELECTRONIC SIGNATURES: _____ / _____ **If this paragraph is initialed by both parties, then in accordance with the Uniform Electronic Transactions Act (UETA) and the Electronic Signatures in Global and National Commerce Act, or E-Sign, regarding electronic signatures and transactions, the parties do hereby expressly authorize and agree to the use of electronic signatures as an additional method of signing and/or initialing this Agreement and any addenda or amendments. The parties hereby agree that either party may sign electronically by utilizing an electronic signature service.**

15. OTHER TERMS: (Use this space for additional terms not dealt with elsewhere in this Agreement.) _____

Witness the following duly authorized signatures:

OWNER

BROKER

Date / Owner

Date / Owner

By: _____
Name: _____

Date / Owner

Date: _____

Date / Owner

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