This Exclusive Right to Rent Listing Agreement ("Agreement") is a legally binding contract. If not understood, seek competent legal advice.

1. KEY DATES AND INFORMATION

1.1. Effective Date: This Agreement is effective as of __________ **("Effective Date").**

1.2. Listing Start Date: __________

1.3. Listing End Date: __________ **at 11:59 PM.**

2. PARTIES

2.1. Landlord: __________ (print name(s)), an individual or entity, with a mailing address of __________, phone number __________, and email address __________ ("Landlord").

2.2. Broker: __________ (print firm name), a licensed real estate brokerage in Virginia, with a business address of __________, phone number __________, and email address __________ ("Broker"). The Broker's designated agent for this Agreement is __________ (print agent name), License #: __________.

3. PROPERTY

3.1. Description: Landlord hereby grants Broker the exclusive right to rent the real property located at ____________ (Street Address), City of ____________, County of ____________, Virginia, ZIP Code ____________, and further described as Tax Parcel ID #: ____________, and/or legally described as ____________ (the "Property").

3.2. Included Items: The Property shall include all improvements, fixtures, and appurtenances thereto, including but not limited to: ____________.

4. LISTING TYPE AND TERM

4.1. Grant of Exclusive Right: Landlord grants Broker the exclusive and irrevocable right to act as Landlord's sole agent to market, show, and secure a tenant for the Property for the period commencing on the Listing Start Date and expiring on the Listing End Date ("Listing Term").

4.2. Listing Type: ☐ Exclusive Right to Rent Listing: Landlord agrees to pay Broker the Commission if the Property is leased during the Listing Term by anyone, including Landlord.

5. RENTAL TERMS

5.1. Monthly Rent: The Property is offered for lease at a monthly rent of $ ____________ **("Monthly Rent").**

5.2. Lease Term: The desired lease term is ____________ **months ("Lease Term").**

5.3. Security Deposit: The required security deposit is $____________.

5.4. Utilities: The party responsible for payment of utilities shall be as follows:

Electricity: ☐ Landlord ☐ Tenant
Gas/Oil: ☐ Landlord ☐ Tenant
Water: ☐ Landlord ☐ Tenant
Sewer: ☐ Landlord ☐ Tenant
Trash Removal: ☐ Landlord ☐ Tenant
Landscaping/Lawn Care: ☐ Landlord ☐ Tenant
Other: ____________: ☐ Landlord ☐ Tenant

5.5. Pets:

☐ Pets are not permitted.

☐ Pets are permitted, subject to the following conditions: ______. An additional pet deposit of $______ is required.

5.6. Occupancy: Occupancy is limited to ______ **persons.**

6. BROKER'S AUTHORITY AND DUTIES

6.1. Broker shall use professional diligence to market the Property and secure a qualified tenant.

6.2. Broker is authorized to: (a) place signage on the Property; (b) install a lockbox; (c) photograph and videotape the Property; (d) advertise the Property as described in Section 7; (e) cooperate with and offer compensation to other licensed real estate brokers; (f) present all lease applications and offers to Landlord; and (g) assist in lease negotiations.

6.3. Broker shall not execute a lease agreement on behalf of Landlord without Landlord's express written consent.

7. LANDLORD'S REPRESENTATIONS AND OBLIGATIONS

7.1. Authority: Landlord represents and warrants that Landlord is the legal owner of the Property or has the legal authority to enter into this Agreement and any subsequent lease.

7.2. Information: Landlord agrees to provide Broker with accurate information regarding the Property and to complete any required disclosure forms. Landlord is responsible for the accuracy of all information provided.

7.3. Access: Landlord shall provide Broker and prospective tenants with reasonable access to show the Property.

7.4. Referrals: Landlord agrees to refer all inquiries concerning the rental of the Property to Broker during the Listing Term.

7.5. Compliance: Landlord agrees to comply with all applicable local, state, and federal laws, including fair housing laws and the Virginia Residential Landlord and Tenant Act (VRLTA).

8. MARKETING AND ADVERTISING AUTHORIZATION

Landlord authorizes Broker to market and advertise the Property as follows:

8.1. Multiple Listing Service (MLS):

☐ Yes, Landlord authorizes Broker to submit information about the Property to any Multiple Listing Service(s) Broker deems appropriate. Landlord authorizes Broker to report the final lease terms to the MLS for publication and dissemination.

☐ No, Landlord does not authorize Broker to submit information about the Property to any MLS. Landlord understands this may limit the Property's exposure.

8.2. Internet Advertising:

☐ Yes, Landlord authorizes Broker to advertise the Property on the internet via Broker's website, other real estate websites, and social media platforms.

☐ No, Landlord does not authorize internet advertising.

8.3. Signage:

☐ Yes, Landlord authorizes Broker to place a "For Rent" sign on the Property.

☐ No, Landlord does not authorize a sign on the Property.

9. SHOWINGS AND ACCESS

9.1. Showing Instructions:

____

9.2. Lockbox Authorization:

☐ Yes, Landlord authorizes Broker to place a key-holding lockbox on the Property for access by licensed real estate professionals. Landlord acknowledges that Broker, its agents, and the MLS are not insurers against theft, loss, or damage arising from the use of the lockbox.

☐ No, Landlord does not authorize the use of a lockbox.

10. COMMISSION

10.1. Compensation: In consideration of Broker's services, Landlord agrees to pay Broker a commission ("Commission") as follows (select one):

☐ A fee equal to ________________ % of the total gross rent for the initial Lease Term.

☐ A flat fee of $ ________________ .

☐ The first full month's rent.

☐ Other: ________________ .

10.2. Payment: The Commission is earned and shall be paid to Broker upon the execution of a lease agreement for the Property by Landlord and a tenant. Broker is authorized to deduct the Commission from the first month's rent or other funds received from the tenant.

10.3. Protection Period: If within ______ days after the expiration or termination of this Agreement, Landlord leases the Property to any person to whom the Property was shown by Broker or any cooperating broker during the Listing Term, Landlord agrees to pay Broker the Commission specified above. This provision shall not apply if Landlord has entered into a valid listing agreement with another licensed real estate broker.

11. TENANT SCREENING AUTHORIZATION

☐ Yes, Landlord authorizes Broker to screen prospective tenants, which may include ordering credit reports, criminal background checks, eviction history, and verifying employment and rental history. The cost of such screening, not to exceed $______ per applicant, shall be paid by:

☐ Landlord

☐ Tenant Applicant.

☐ No, Landlord does not authorize Broker to conduct tenant screening. Landlord will be solely responsible for screening and approving any tenant.

12. SECURITY DEPOSIT

Upon execution of a lease, the security deposit shall be handled as follows:

☐ Broker shall collect the security deposit and transfer it to Landlord. Landlord shall be solely responsible for holding the deposit in accordance with the VRLTA.

☐ Broker shall collect and hold the security deposit in Broker's escrow account in accordance with Virginia law.

13. LANDLORD DISCLOSURES

13. LANDLORD REPRESENTATIONS

Landlord represents that, to the best of Landlord's knowledge:

13.1. The Property is not subject to any pending litigation, foreclosure, or bankruptcy proceedings.

13.2. Landlord has provided or will provide all legally required disclosures, including but not limited to any known lead-based paint hazards, defective drywall, or if the Property is located in a military air installation zone or noise zone.

13.3. Landlord will provide the tenant with a copy of the Statement of Tenant Rights and Responsibilities as required by the VRLTA.

14. FAIR HOUSING

The Property will be offered, shown, and made available to all persons without regard to race, color, religion, sex, disability, familial status, national origin, elderliness, or any other class protected by the Virginia Fair Housing Law.

15. INDEMNIFICATION AND LIMITATION OF LIABILITY

Landlord agrees to indemnify and hold Broker harmless from any and all claims, damages, costs, and expenses, including reasonable attorney's fees, arising from (a) any inaccurate information supplied by Landlord, (b) any material facts concerning the Property that Landlord failed to disclose, or (c) any injury or damage occurring at the Property, except to the extent caused by Broker's gross negligence or willful misconduct. Broker's liability to Landlord for any damages arising from this Agreement shall be limited to the amount of the Commission paid or payable.

16. DISPUTE RESOLUTION

Any dispute arising out of this Agreement shall be resolved by one of the following methods:

- ☐ **Mediation:** The parties agree to first attempt to resolve the dispute through mediation with a mutually agreeable mediator. The cost of mediation shall be shared equally.
- ☐ **Litigation:** The parties may pursue any remedies available at law or in equity in a court of competent jurisdiction.

17. DEFAULT

If Landlord defaults under this Agreement, Landlord shall be liable to Broker for the full amount of the Commission as if a lease had been executed. If Broker defaults, Landlord may terminate this Agreement and pursue available legal remedies. The non-prevailing party in any legal action shall pay the prevailing party's reasonable attorney's fees and costs.

18. NOTICES

All notices required under this Agreement shall be in writing and shall be deemed delivered when sent by one of the following methods to the addresses listed in Section 2:

- ☐ Email
- ☐ Certified Mail, Return Receipt Requested
- ☐ Personal Delivery

19. GENERAL PROVISIONS

19.1. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia.

19.2. Entire Agreement: This Agreement constitutes the entire agreement between the parties and supersedes all prior discussions, negotiations, and agreements. This Agreement may only be amended in a writing signed by both parties.

19.3. Electronic Signatures: The parties agree that this Agreement may be executed by electronic signatures, which shall be considered as originals.

19.4. Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

19.5. Authority of Signatories: Each signatory represents that they have the legal authority to bind the respective party to this Agreement.

20. ADDENDA AND DISCLOSURES

The following addenda and disclosures are attached and made a part of this Agreement:

- ☐ Lead-Based Paint Disclosure
- ☐ Virginia Residential Property Disclosure Act Statement
- ☐ Military Air Installation Disclosure
- ☐ Defective Drywall Disclosure
- ☐ Pet Addendum
- ☐ Other: ______________________

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written below.

LANDLORD:

LANDLORD: 1

LANDLORD SIGNATURE:

PRINTED NAME:

DATE:

LANDLORD: 2

LANDLORD SIGNATURE:

PRINTED NAME:

DATE:

BROKER:

BROKER

BROKERAGE FIRM NAME:

BY (AUTHORIZED AGENT SIGNATURE):

PRINTED NAME:

TITLE:

DATE:

This form is provided as a courtesy to My State MLS members and is open-source for use by any real estate professional who wishes to use it. **THIS IS A LEGALLY BINDING CONTRACT. IF YOU DO NOT FULLY UNDERSTAND ITS TERMS, SEEK COMPETENT LEGAL ADVICE BEFORE SIGNING.**