

EZCLUSIVE RIGHT TO LEASE LISTING AGREEMENT

This Exclusive Right to Lease Listing Agreement ("Agreement") is made on _____ by and between _____ ("Landlord")

And _____ ("Broker").

1. **APPOINTMENT OF BROKER** In consideration of the services provided by the Broker as outlined in this Agreement, the Landlord hereby appoints the Broker as the Landlord's sole and exclusive listing agent and grants the Broker the exclusive right to lease the real property described below ("Property").

2. **PROPERTY**

Street Address _____ Unit# _____

City _____ County _____ West Virginia, Zip _____

Tax Map/ ID#: _____ Parking Space Number(s) _____

3. **NOTICES** All notifications and amendments under this Agreement must be made in writing and delivered using the contact information provided below.

Landlord:

Mailing address _____

City, State and Zip Code _____

Phone: (H) _____ (W) _____ (Cell) _____ (Fax) _____

Email: _____

Broker:

Mailing Address _____

City, State and Zip Code _____

Telephone: _____ (Fax) _____

Email: _____

4. **TERM OF AGREEMENT**

This Agreement shall commence upon signature by all parties and will expire at 11:59 PM on (the "Listing Period"). If a Lease Agreement for the Property is ratified during the Listing Period, with a settlement date beyond the Listing Period, this Agreement will automatically be extended until the final disposition of the Lease Agreement.

5. **LEASE TERMS**

LEASE TERMS. Landlord instructs Broker to offer the Premises for lease for a minimum of ___ months, but not to exceed ___ months, for a monthly rental price of \$___, or such other price as may be later agreed upon by the Landlord. (Note: Broker does not guarantee that the Premises will rent at the stated price). The Premises shall be available for occupancy on___.

Landlord will allow smoking: ☐ Yes OR ☐ No

Landlord will allow pets: ☐ Yes OR ☐ No Restrictions/Case by Case _____

Landlord _____ / _____ Broker: _____

The following deposits shall be required from the tenant: _____
 Landlord agrees that both the Landlord and Tenant shall sign a lease agreement that is enforceable under the laws of the State of West Virginia.

6. PROVIDED FIXTURES AND EQUIPMENT

A. Personal Property and Fixtures.

Landlord shall provide, as part of the Premises, any existing 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, sump pumps, and exterior trees and shrubs. The items marked "YES" below are currently installed or offered. (If more than one of any item is provided, the quantity is noted):

Yes	No	#	Items	Yes	No	#	Items	Yes	No	#	Items
☐	☐	___	Alarm System	☐	☐	___	Freezer	☐	☐	___	Satellite Dish
☐	☐	___	Built-in Microwave	☐	☐	___	Furnace Humidifier	☐	☐	___	Storage Shed
☐	☐	___	Ceiling Fan	☐	☐	___	Garage Opener	☐	☐	___	Stove or Range
☐	☐	___	Central Vacuum	☐	☐	___	w/ remote	☐	☐	___	Trash Compactor
☐	☐	___	Clothes Dryer	☐	☐	___	Gas Log	☐	☐	___	Wall Oven
☐	☐	___	Clothes Washer	☐	☐	___	Hot Tub, Equip & Cover	☐	☐	___	Water Treatment System
☐	☐	___	Cooktop	☐	☐	___	Intercom	☐	☐	___	Window A/C Unit
☐	☐	___	Dishwasher	☐	☐	___	Playground Equipment	☐	☐	___	Window Fan
☐	☐	___	Disposer	☐	☐	___	Pool, Equip, & Cover	☐	☐	___	Window Treatments
☐	☐	___	Electronic Air Filter	☐	☐	___	Refrigerator	☐	☐	___	Wood Stove
☐	☐	___	Fireplace Screen/Door	☐	☐	___	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: _____

7. UTILITIES (Check all that apply)

Water Supply: ☐ Public ☐ Private Well ☐ Community Well
 Sewage Disposal: ☐ Public ☐ Septic approved for #BR
 Type of Septic System: ☐ Community ☐ Conventional ☐ Alternative ☐ Experimental
 Hot Water: ☐ Oil ☐ Gas ☐ Elec. ☐ Other
 Air Conditioning: ☐ Oil ☐ Gas ☐ Elec. ☐ Heat Pump ☐ Other _____ ☐ Zones
 Heating: ☐ Oil ☐ Gas ☐ Elec. ☐ Heat Pump ☐ Other _____ ☐ Zones

8. BROKER DUTIES

Broker shall perform, and Landlord hereby authorizes Broker to perform, the following duties. In carrying out these duties, Broker shall exercise ordinary care, comply with all applicable laws and regulations, and treat all parties honestly and fairly.

A. Broker shall protect and promote the interests of the Landlord and provide services that meet the standards of practice and competence reasonably expected of licensees engaged in the real estate brokerage business. Landlord acknowledges that the Broker is bound by the bylaws, policies, and procedures, as well as the rules and regulations governing the MLS and the Regional Rules and Regulations for the electronic lockbox system.

Landlord _____ / _____ Broker: _____

- B. Broker shall use reasonable efforts and act diligently to seek Tenants for the Property at the price and terms stated herein or at other terms acceptable to the Landlord. Broker will negotiate on behalf of the Landlord and assist in the successful consummation of the lease of the Property.
- C. Broker shall market the Property at Broker's discretion, including, but not limited to, the use of the Property address, description, and interior and exterior photographs in appropriate advertising media such as publications, mailings, brochures, and Internet sites. However, Broker shall not be obligated to continue marketing the Property once the Landlord has accepted a lease.
- D. Broker shall present all tenant application results to the Landlord in a timely manner until the Landlord accepts a tenant applicant, unless otherwise agreed to in writing.
- E. Broker shall account for all money received in trust in a timely manner, ensuring that any funds in which the Landlord has or may have an interest are properly handled. Landlord instructs Broker to accept the first month's rent from the tenant to satisfy Landlord's compensation as outlined in paragraph 11.
- F. Broker shall show the Property 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 the Property, to facilitate and/or consummate the lease of the Property. Broker shall or shall not install an electronic lockbox on the Property to allow access and showings by persons authorized to access the Property.

Showing Instructions:

- G. Broker ☐ shall OR ☐ Broker shall not install "For Lease" signs on the Property, unless 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.

9. MARKETING/MLS/INTERNET ADVERTISING

- A. Landlord ☐ authorizes Landlord ☐ does not authorize Broker to market Property via the Multiple Listing Service ("MLS").

- 1) If **Landlord authorizes Broker to market Property in MLS**, Broker shall disseminate, via MLS, information regarding the Property, including lease price(s), final lease terms, and all status updates during and after the expiration of this Agreement.

Broker shall enter the listing information into the MLS within two (2) calendar days of the commencement of the Listing Period **OR** ☐ on or before: _____

In either case, Broker shall enter the listing information into the MLS within one (1) business day of the Public Marketing of the Property. "Public Marketing" includes, but is not limited to, displaying flyers in windows, yard signs, digital marketing on public-facing websites, brokerage website displays (including internet data exchanges and virtual office websites), digital communications marketing (such as email blasts), multi-brokerage listing sharing networks, and applications accessible to the general public.

Landlord _____ / _____ Broker: _____

2) If Landlord does not authorize Broker to market the Property via MLS, Broker shall instead market the Property as an Office Exclusive Listing. "Office Exclusive Listing" refers to any listing where Landlord has prohibited Broker from Public Marketing. For each Office Exclusive Listing, Landlord shall sign and deliver concurrently with this Agreement a "Waiver of Broker Submission to MLS" form or other acceptable certification confirming that Landlord does not authorize Broker to publicly market the listing via MLS or otherwise. Broker shall submit such waiver or certification to MLS within three (3) business days of the execution of this Agreement.

B. Landlord _____ authorizes **OR** _____ Landlord does not authorize Broker to market the Property through MLS in a way that makes listing data available to third-party websites. Landlord understands that listing data may still be disseminated to third-party websites through means other than MLS, regardless of the selection made above. Landlord acknowledges that the accuracy of the listing data is controlled by the third-party websites and is beyond Broker's control. The parties agree and understand that third-party websites include: 1) Broker's internet website; 2) the internet websites of licensed real estate salespersons or associate real estate brokers affiliated with Broker or other brokers participating in MLS; 3) any other internet websites (such as syndicated websites) in accordance with applicable MLS rules and regulations; and/or 4) printed media.

C. In the event Landlord has chosen to market the Property through MLS as outlined in subparagraph A above, Landlord hereby authorizes Broker to submit and market the Property in the following manner:

☐ Landlord authorizes **OR** ☐ Landlord does not permit the display of the Property address on any internet website. In the event Landlord denies authorization for the display of the Property address, only the ZIP code will be shown.

☐ Landlord authorizes **OR** ☐ Landlord does not authorize the display of unedited comments or reviews of the Property (or the display of a hyperlink to such comments or reviews) on MLS participants' internet websites. This provision does not apply to the display of such comments on third-party websites, such as syndicated websites.

☐ Landlord authorizes **OR** ☐ Landlord does not authorize the display of an automated estimate of the market value of the Property (or a hyperlink to such an estimate) on the MLS.

D. Landlord ☐ authorizes **OR** ☐ Landlord does not authorize Broker to list Property under "coming soon" status in MLS. If Landlord authorizes Broker to list Property under "coming soon" status in MLS, Broker shall list Property under "coming soon" status in MLS within three (3) business days of commencement of the Listing Period OR on or before the specified date: _____. Property may be listed in the MLS under "coming soon" status for no more than 21 days from the date the listing is entered in MLS. Broker may engage in pre-marketing activities prior to the date that Property is entered in MLS under "active" status, including, but not limited to: 1) placing a "coming soon" sign on Property; 2) notifying agents with other firms that Property is "coming soon"; and 3) placing advertisements and conducting other pre-marketing activities at Broker's discretion. Broker shall not show Property to prospective tenants and/or their agents while under "coming soon" status.

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 above. Broker agrees to update the MLS database accordingly.

10. TYPES OF REAL ESTATE REPRESENTATION -DISCLOSURE AND INFORMED CONSENT

A. **Landlord Representation** This Agreement acknowledges that Broker's services are provided under contract with Landlord and may also extend to cooperating brokers who act on behalf of Landlord as subagents of Broker. (Note: Broker may assist a Tenant or prospective Tenant by performing ministerial acts, provided such acts are not inconsistent with Broker's duties as Landlord's listing agent under this Agreement.)

Landlord _____ / _____ Broker: _____

- B. Tenant Representation** Happens when a Tenant hires their own broker, referred to as a Tenant representative, to represent them in utilizing the services.
- C. Disclosed Dual Representation** Takes place when a Licensee from the same Broker represents both the Tenant and the Landlord in a single transaction. In cases of Dual Representation, the Broker must adhere to confidentiality obligations for each client, as outlined in the CONFIDENTIAL INFORMATION section.

If the Landlord refuses to agree to Dual Representation, the Property will not be shown to a buyer represented by this Broker. The Broker will inform other real estate licensees through the MLS regarding the Landlord's consent or lack thereof to Dual Representation.

- ☐ Landlord does not consent to Dual Representation **OR**
- ☐ Landlord consents to Dual Representation.
- ☐ Broker/Listing Agent discloses the following relationship to Landlord
-

A West Virginia Real Estate Commission Notice of Agency accompanies this document.

11. BROKER COMPENSATION

- A. Payment.** The Landlord agrees to pay the Broker a total compensation in cash of _____ if, during the term of this Agreement, someone finds a buyer who is ready, willing, and able to purchase the Property.

Compensation is also considered earned if, within [number] days after the expiration or termination of this Agreement, a contract is signed with a ready, willing, and able buyer to whom the Property was shown during the term of this Agreement. Furthermore, the brokerage fee will be due if the Property is sold by the Landlord within [number] months after the termination or expiration of this Listing Agreement or any extension thereof, to any individual or entity who, with the knowledge of the Landlord or the Landlord's agent, inspected or inquired about the Property, or negotiated to purchase or exchange the Property during the term of this Listing Agreement or any extension thereof. However, the Landlord is not obligated to pay the brokerage fee if the Property is sold or exchanged by another licensed real estate broker after the expiration of this Listing Agreement or any extension thereof, or following its termination, unless such termination was made by the Landlord with the intent of avoiding the obligation to pay the brokerage fee to the Broker. Any amount owed to the Broker under this agreement shall be a lien against the Property. The law does not regulate the amount or rate of real estate brokerage fees; the rate is determined individually by each Broker and is not set by any membership organization to which the Broker may belong..

- B. Leasing Broker.** The Broker shall offer a portion of the Compensation to another Broker as specified: Sub-Agency Compensation:

Tenant Agency Compensation: _____ **OR**

Non-Agency Compensation: _____

Note: Compensation may be shown by a percentage of the gross selling 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 _____ which ☐ shall **OR** ☐ shall not be subtracted from the Compensation. The retainer is non-refundable and is earned when paid.

Landlord _____ / _____ Broker: _____

D. Early Termination. If the Landlord wishes to terminate this Agreement before the end of the Listing Period without valid cause, the Landlord shall pay the Broker an "Early Termination Fee" of [amount] prior to the Broker signing a written release.

E. Purchase by Tenant. If a tenant purchases the Property during their occupancy of the Premises or within [number] days after vacating the Premises, the Landlord agrees to pay the Broker a compensation of [amount] in cash at the time of settlement.

12. BROKER WILL COLLECT The Tenant shall provide a Deposit and First Month's rent payment, both of which are acceptable to the Landlord. The Landlord-approved applicant's Deposit shall be made payable to the Landlord and transferred to the Landlord to be held in accordance with legal requirements. The First Month's rent payment shall be made payable to the Broker and retained by the Broker to fulfill the "BROKER COMPENSATION" section of this agreement. The Landlord directs the Broker to collect all funds via Cashier's Check or Money Order. Additionally, the Broker will collect and retain an application fee from each adult applicant processed.

13. TENANT APPLICATION PROCESS, shall be processed through ☐ Bright MLS RentSpree, ☐ Broker Portal, or ☐ Other _____

14. CONFIDENTIAL INFORMATION The Broker shall keep all personal, financial, and other information identified as confidential by the client, which was obtained during the brokerage relationship, confidential, unless the client provides written consent to release such information or unless otherwise required by law. The Broker's duty to maintain the confidentiality of this information persists even after the termination of the brokerage relationship. However, information regarding material defects of the Property is not deemed confidential.

15. AUTHORIZATION TO DISCLOSE OTHER APPLICATIONS In response to inquiries from the Tenant or cooperating brokers, the Broker may not disclose the existence of other written offers on the property without the Landlord's consent. If the Landlord grants such authorization, the Landlord acknowledges that the Broker and sales associate(s) are required to disclose whether the offers were obtained by the listing agent, another member of the listing Broker's firm, or a cooperating broker.
☐ Landlord does OR ☐ The Landlord does not authorize the Broker and sales associate to disclose such information to buyers or cooperating brokers.

16. COMPLIANCE WITH FAIR HOUSING LAWS The Property shall be shown and made available without discrimination based on race, color, religion, sex, handicap, familial status, national origin, or any other protected classes under the laws of the United States, the state of West Virginia, applicable local jurisdictions, or the REALTOR® Code of Ethics.

17. EMPLOYEE RELOCATION PROGRAM Landlord is involved in an employee relocation program some kind:

☐ Yes OR ☐ No

If "Yes"

The program is named: _____

Contact# _____

AND

(a) Terms of the program are _____

If "No" or If the Landlord has not specified a particular employee relocation program, the Broker shall have no obligation to cooperate with or compensate any undisclosed program.

Landlord _____ / _____ Broker: _____

18. PROPERTY OWNER'S ASSOCIATION Landlord represents that Property ☐ is OR ☐ The Property is not situated within a development that has a Property Owners' Association. If the Property is located within such a development, the Landlord is responsible for paying the applicable fees until the closing.

The Property Owners Association dues are \$_____ per _____ (frequency of payment).

Special Assessment \$_____ for _____

Property Owners Association Name: _____

Management Company: _____

Phone#: _____

Landlord represents that Landlord ☐ is OR ☐ is not current on all Property Owners Association dues and/or special assessments.

19. LEAD BASED PAINT DISCLOSURE Landlord represents that the residential dwelling(s) at Property ☐ were OR ☐ The dwelling(s) were not built before 1978. If the dwelling(s) were constructed before 1978, the Landlord is subject to Federal regulations regarding the disclosure of potential lead-based paint hazards on the Property. The Landlord acknowledges that the Broker has informed them of their legal responsibilities under these regulations. If the dwelling(s) were built before 1978, and are not exempt under 42 U.S.C. 4852d, the Landlord has completed and provided the Broker with the form "Sale: Disclosure and Acknowledgment of Information on Lead-Based Paint and/or Lead-Based Paint Hazards" or an equivalent form.

A. Renovation, Repair, and Painting of the Property: In compliance with the Lead Renovation, Repair, and Painting Rule ("RRP") set by the Environmental Protection Agency ("EPA"), effective April 22, 2010, if the Property's improvements were built before 1978, any contractor(s) hired by the Owner to renovate, repair, or paint the Property must be EPA-certified if the work will disturb more than six square feet of lead-based paint per room for interior projects, more than 20 square feet for exterior projects, or involve window replacement or demolition ("Covered Work"). Prior to and during any Covered Work, the contractor(s) must adhere to all RRP requirements.

B. An Owner who personally performs any Covered Work on a rental property must be certified by the EPA before undertaking such work. No certification is required for an Owner who performs Covered Work on their principal residence. However, the Owner is ultimately responsible for ensuring the safety of their family or children while conducting such work. For more detailed information about the RRP, the Owner should visit www.epa.gov/lead/pubs/renovation.htm.

20. CURRENT LIENS The Landlord assures the Broker that the information provided below is true and complete to the best of the Landlord's knowledge, information, and belief:

A. Property is security for a first mortgage or Deed of Trust loan held by:

Lender Name: _____ Account # _____

with an approximate balance of \$_____ Lender Phone: _____

B. Property is security for a second mortgage or Deed of Trust loan held by:

Lender Name: _____ Account# _____

with an approximate balance of \$_____

C. *Check all that are applicable:*

☐ Property is not encumbered by any mortgage or Deed of Trust.

☐ The Landlord is up to date on all payments for the loans listed in items A, B, and C above.

Landlord _____ / _____ Broker: _____

- ☐ The Landlord is not in default and has not received any notice from the holder(s) of any loan listed in items A, B, and C above, or from any other lien holder, regarding a default, threatened foreclosure, notice of foreclosure, or the filing of a foreclosure.
- ☐ There are no liens on the Property for Federal, State, or local income taxes, unpaid real property taxes, or unpaid condominium or homeowners' association fees.
- ☐ There are no judgments against the Landlord (including any co-owners of jointly held property). The Landlord is not aware of any circumstances that could lead to a judgment that might impact the Property.
- ☐ The Landlord has not filed for bankruptcy protection under United States law and is not considering doing so during the term of the Listing Agreement.
- ☐ Landlord is only partly vested with ownership title, as checked below:
- ☐ Probate, other heirs
- ☐ Domestic Partners
- ☐ Corporation/LLC./Partnership
- ☐ Other, please explain _____

If, during the term of the Listing Agreement, any change occurs with respect to the answers provided in items A through I above, the Landlord shall promptly notify the Broker and Sales Associate/Listing Agent in writing of such change.

21. MISCELLANEOUS PROVISIONS

A. Landlord Representations and Warranties. The Landlord is aware that they may be held responsible for failing to disclose information and/or misrepresenting the condition of the Property. Landlord warrants that:

The Landlord has the capacity to convey a good and marketable title to the Property by general warranty deed and represents that the Property is insurable by a licensed title insurance company without the need for an additional risk premium.

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

B. Access to Property. The Landlord shall provide the Broker with keys to access the Property in order to carry out the Broker's duties under this Agreement. If the Property is currently tenant-occupied, the Landlord shall provide the Broker with any existing lease documents and the contact information for the current tenant, and shall make best efforts to secure full cooperation of the tenants for showings and inspections of the Property.

C. Landlord Assumption of Risk.

- 1) The Landlord retains full responsibility for the Property, including all utilities, maintenance, physical security, and liability until the lease is finalized. The Landlord is advised to take all necessary precautions to safeguard valuables and to maintain adequate property and liability insurance through their own insurance provider. The Broker is not responsible for the security of the Property or for conducting periodic inspections of the Property.
- 2) If the listed Property is equipped with surveillance recording equipment, the Landlord must disclose the presence of such equipment by providing clear visual notice inside the Property. This notice should be placed at a visible entry point. It is illegal to record video using hidden cameras in areas where individuals have a reasonable expectation of privacy, such as bathrooms, etc.
- 3) If the Property becomes or is vacant during the Listing Period, the Landlord is advised to inform their homeowner's insurance company and request a "Vacancy Clause" to ensure coverage for the Property.

- 4) In exchange for the use of the Broker's services and facilities, as well as the facilities of any Multiple Listing Service, the Landlord and the Landlord's heirs and assigns hereby release the Broker, the Broker's designated agents, sub-agents, sales associates, employees, any Multiple Listing Service, and the Directors, Officers, and employees thereof, including officials of any parent Association of REALTORS®, from any liability for vandalism, theft, or damage of any kind to the Property or its contents during the Listing Period, except in cases of malfeasance. The Landlord waives all rights, claims, and causes of action against these parties and agrees to hold them harmless for any property damage or personal injury resulting from the use or access to the Property by any individuals during the Listing Period.
- 5) The Landlord hereby waives, acquits, and forever releases the Broker, the Broker's agent(s), the multiple listing service, the Association of REALTORS®, and any person(s) associated with or employed by the aforementioned individuals, organizations, or entities, from any responsibility or liability related to the Broker's marketing activities. This includes, but is not limited to, the installation, use, and/or any loss resulting from the installation of a lockbox on the Owner's property.

There ☐ is **OR** ☐ is not a tenant lockbox authorization attached.

- D. Appropriate Professional Advice.** The Broker can provide guidance on real estate matters; however, if the Landlord requires legal advice, Landlord is advised to consult with legal counsel. Additionally, the Landlord is encouraged to seek professional advice regarding property, tax, insurance, and other related matters.
- E. Subsequent Offers After Contract Acceptance.** Once a sales contract has been ratified on the Property, the Broker recommends that the Landlord seek legal counsel before accepting any subsequent offers.
- F. Governing Law.** The laws of the state of West Virginia shall govern the validity, interpretation, and enforcement of this Agreement.
- G. Binding Agreement.** This Agreement shall be binding upon the parties and their respective heirs, executors, administrators, successors, and permitted assigns. The provisions of this Agreement will survive the sale of the Property and will not be merged into the sale. This Agreement, unless amended in writing by the parties, constitutes the final and complete agreement between the parties, and they will not be bound by any terms, conditions, oral statements, warranties, or representations not expressly contained herein.

22. FARMLAND PRESERVATION EASEMENT

☐ The Landlords acknowledge that the Property is subject to a Farmland Preservation Easement.

23. WEST VIRGINIA WITHHOLDING TAZ The Landlord acknowledges that they are non-residents of West Virginia and are subject to West Virginia withholding tax at the time of settlement.

24. ADDITIONAL TERMS

Landlord:

Signature Date

Signature Date

Broker/Representative Date

“LOCK BOZ” ADDENDUM TO LISTING AGREEMENT

ADDRESS OF PROPERTY: _____ DATE: _____

☐ Electronic

☐ Manual

☐ Both

1. The undersigned Owners recognize that it is both beneficial and advantageous to them and may help expedite the sale or rental of their property to have a key available in a convenient location on the property. This allows authorized real estate brokers and their agents to access the property for showing it to prospective buyers or renters and enables authorized inspectors to conduct necessary inspections, as negotiated by the Owners and prospective buyers. The "Lock Box" is a secure storage device commonly used to store keys on the premises. By executing this agreement, the Owners authorize the Broker named below to place a "Lock Box" on the Property, where the key to the Owner's premises will be stored. This "Lock Box" can be accessed either by a separate lock box key or an electronic access card.
2. The Owners acknowledge that there is a possibility that an individual may misuse the "Lock Box," gain unauthorized access to the premises, and unlawfully remove, damage, or destroy personal property located on the property. In light of this, the Owners hereby agree as follows:
 - A. The Owners acknowledge that they are responsible for taking all necessary steps to safeguard and/or remove any valuables and other personal property currently located on the premises.
 - B. The Owners acknowledge that allowing the use of a "Lock Box" is not a requirement of the Eastern Panhandle Board of REALTORS, Inc. or the Broker. The Owners further acknowledge that they have authorized the use of a "Lock Box" for the purpose outlined in Paragraph 1 above.
 - C. If a Tenant occupies the Owner's property where the "Lock Box" will be placed, the Owners warrant that they have obtained the Tenant's consent for the installation and use of the "Lock Box" and for entry onto the property by individuals authorized by the Owners, in accordance with Paragraph 4 of the Agreement.
 - D. The Owners acknowledge that neither the listing Broker, nor the licensee(s) or subagent(s) of the listing Broker, nor the Buyer's or Tenant's agents, nor the Multiple Listing Service of the Eastern Panhandle Board of REALTORS, Inc., nor the Eastern Panhandle Board of REALTORS, Inc., act as insurers against damage to or loss of the Owner's premises, personal property, or valuables. The Owners further acknowledge that they have been advised to verify the existence of insurance coverage for personal property located within the premises or to obtain such insurance through the Owner's insurance agent.
3. The Owners hereby authorize the Broker named below to place, or cause to have placed, a "Lock Box" on the Owner's property.
4. In connection with the authorization to place a "Lock Box" on the Owner's property, the Owner further authorizes:
 - A. The Owner authorizes the Broker, licensees affiliated with or employed by the Broker, and other authorized participants of the Multiple Listing Service of the Eastern Panhandle Board of REALTORS, Inc., along with licensees affiliated with or employed by such participants, whether acting as agent(s) of the Owner or as prospective buyer(s) or tenant(s), to use the "Lock Box" for access to the Owner's property during the term of the Listing Agreement between the Owner and Broker.

Landlord _____ / _____

B. The Owner authorizes the use of the "Lock Box" for access to the Owner's property during the term of the Listing Agreement, solely for the purpose of conducting home inspections, environmental inspections, appraisals, wood-destroying insect inspections, and well and septic inspections, in accordance with any written Contract of Sale entered into by the Owners.

5. In connection with the authorization to place a "Lock Box" on the Owner's property, the Owners further authorize: In consideration of the Broker's undertaking to place or cause a "Lock Box" to be placed on the property, the Owners hereby covenant and agree to hold harmless and indemnify the Broker, the Broker's licensees and subagents, the Buyer's and Tenant's agents, the Multiple Listing Service of the Eastern Panhandle Board of REALTORS, Inc., and their respective officers, directors, agents, servants, and employees (collectively, the "Indemnified Parties") from any and all liability, direct or indirect, for any loss, theft, or damage to the Owner's property or personal property sustained by the Owners or others (except in cases where such loss or damage is caused by the willful, wanton, reckless misconduct or gross negligence of the Indemnified Parties).

It is agreed by all parties to this Agreement that any singular words or terms used herein shall be interpreted as plural when necessary, and any plural terms shall be interpreted as singular as required.

Landlords hereby acknowledge the receipt of copy of this addendum.

Signature Date

Signature Date

AUTHORIZED REPRESENTATIVE

TENANT(S): The Tenant(s) and Owner(s) have discussed the safeguarding and insurance of personal property and valuables located within the premises during the listing period. The undersigned Tenant(s) have read and understand the above provisions and hereby authorize and consent to the placement and use of a "Lock Box" on the premises.

The receipt of a copy of the Addendum is hereby acknowledged by Tenant(s):

Signature Date

Signature Date

This form has been prepared for the exclusive use of the Eastern Panhandle Board of REALTORS, Inc. and its members. The Board, its members, and employees assume no responsibility if this form does not adequately protect the interests of any party. Each party is advised to seek their own legal, tax, financial, or other professional advice.