

EXCLUSIVE LEASE / RENTAL LISTING AGREEMENT

_____ ("Lessor") hereby grants to 1

_____ ("Listing Firm" or "Firm") from date hereof until midnight of 2

_____ ("Listing Term"), the sole and exclusive right to lease the real property 3

("the Property") commonly known as _____; Unit No. _____; 4

City _____, County _____, WA, Zip _____; and legally described on Exhibit A. 5

Lessor intends to lease the Property for the following terms: 6

Term of Lease _____ Possession Date _____ 7

Rental Amount \$ _____ Deposit Amount \$ _____ 8

Items included in rent: furnished; water; sewer; garbage; electricity; other _____ 9

1. **DEFINITIONS.** For purposes of this Agreement: (a) "MLS" means the Northwest Multiple Listing Service; and 11
(b) "lease" includes a lease; a rental agreement; and/or an option to purchase. 12

2. **AGENCY/DUAL AGENCY.** Lessor authorizes Listing Firm to appoint _____ 13
as Lessor's Listing Broker. This Agreement creates an agency relationship with Listing Broker and any of Firm's 14
brokers who supervise Listing Broker's performance as Lessor's agent ("Supervising Broker"). No other brokers 15
affiliated with Firm are agents of Lessor, except to the extent that Firm, in its discretion, appoints other brokers to act 16
on Lessor's behalf as and when needed. If the Property is leased to a tenant represented by one of Firm's brokers 17
other than Listing Broker ("Listing Firm's Tenant's Broker"), Lessor consents to any Supervising Broker, who also 18
supervises Tenant's Broker, acting as a dual agent. If the Property is leased to a tenant who Listing Broker also 19
represents, Lessor consents to Listing Broker and Supervising Broker acting as dual agents. Lessor consents to 20
Firm receiving compensation from more than one party. Lessor acknowledges receipt of the pamphlet entitled "The 21
Law of Real Estate Agency." 22

3. **LIST DATE.** Firm shall submit this listing, including the Property information on the attached pages and 23
photographs of the Property (collectively, "Listing Data"), to be published by MLS by 5:00 p.m. on 24
_____ ("List Date"), which date shall not be more than 30 days from the effective date of the 25
Agreement. Lessor acknowledges that exposure of the Property to the open market through MLS will increase the 26
likelihood that Lessor will receive fair market value for leasing the Property. Lessor shall not commit any act which 27
materially impairs Firm's ability to market and lease the Property under the terms of this Agreement. 28

4. **COMPENSATION.** If during the Listing Term Lessor leases the Property, Lessor shall pay compensation as 29
follows: 30

a. Listing Firm Compensation: 10% of Rental Amount _____ 31

b. Tenant Brokerage Firm Compensation: _____ to a cooperating member of MLS representing 32
the tenant ("Tenant Brokerage Firm") ("Tenant Brokerage Firm Compensation"), which includes another 33
broker affiliated with Listing Firm who represents the tenant. This offer to pay Tenant Brokerage Firm 34
Compensation shall be paid as set forth above, unless modified by the tenant and Tenant Brokerage Firm in a 35
mutually accepted lease agreement. Tenant Brokerage Firm is an intended third party beneficiary of this 36
Agreement. 37

c. Expiration of the Listing Term. Further, if Lessor shall, within _____ days (180 days if not filled in) after the 38
expiration of the Listing Term, lease the Property to any person to whose attention it was brought through the 39
signs, advertising or other action of the Listing Firm, or on information secured directly or indirectly from or through 40
Firm, during the Listing Term, then Lessor will pay Firm and Tenant Brokerage Firm the above compensation. 41
Provided, that if Lessor pays compensation to a member of MLS or a cooperating MLS in conjunction with a lease, 42
the amount of compensation payable to Firm shall be reduced by the amount paid to such other listing firm and the 43
compensation payable to Tenant Brokerage Firm shall be reduced by the amount payable to such other tenant 44
brokerage firm. Provided further, that if Lessor cancels this Agreement without legal cause, Lessor may be liable 45
for damages incurred by Firm as a result of such cancellation, regardless of whether Lessor pays compensation to 46
another MLS member or licensed brokerage firm that is not a member of MLS. 47

Lessor Date Lessor Date

EXCLUSIVE LEASE / RENTAL LISTING AGREEMENT

- 5. PROPERTY ACCESS AND KEYBOX.** Listing Firm shall install a keybox on the Property that holds a key to the Property. Such keybox may be opened by a key held by members of MLS, their brokers, and affiliated appraiser members of MLS. Unless otherwise agreed in writing or as set forth in the attached Listing Input Sheets, Firm and other members of MLS shall be entitled to show the Property at all reasonable times.
- Property Access for Non-Member Brokers. Listing Firm may be contacted by licensed brokers who are not members of MLS and do not have access to the keybox on the Property. Lessor authorizes; does not authorize (authorizes if not filled in) Firm to provide access to the Property to licensed brokers who are not members of MLS. If authorized, Listing Firm shall; shall not (shall if not filled in) be required to attend any such showing. If authorized, Listing Firm shall; shall not (shall if not filled in) require brokers who are not members of MLS to execute an access agreement prior to any showing.
- 6. MULTIPLE LISTING SERVICE.** Lessor authorizes Listing Firm and MLS to publish the Listing Data and distribute it to other members of MLS and their affiliates and third parties for public display and other purposes. This authorization shall survive the termination of this Agreement. Firm is authorized to report the lease of the Property (including monthly rent and all terms) to MLS and to its members, financial institutions, appraisers, and others related to the lease. Firm may refer this listing to any other cooperating multiple listing service at Firm's discretion or a licensed broker who is not a member of a multiple listing service. Firm shall cooperate with all other members of MLS, members of a multiple listing service to which this listing is referred, and any licensed brokers who are not members of a multiple listing service. MLS is an intended third party beneficiary of this Agreement and will provide the Listing Data to its members and their affiliates and third parties, without verification and without assuming any responsibility with respect to this Agreement.
- 7. PROPERTY CONDITION AND INSURANCE.** Neither Firm, MLS, nor any members of MLS or of any multiple listing service to which this listing is referred shall be responsible for, and Lessor shall indemnify and hold them harmless from, any loss, theft, or damage of any nature or kind whatsoever to the Property, any personal property therein, or any personal injury resulting from the condition of the Property, including entry by the key to the keybox and/or at open houses, except for damage or injury caused by their gross negligence or willful misconduct. Lessor is advised to notify Lessor's insurance company that the Property is listed for lease and ascertain that Lessor has adequate insurance coverage. If the Property is to be vacant during all or part of the Listing Term, Lessor should request that a "vacancy clause" be added to Lessor's insurance policy. Lessor acknowledges that intercepting or recording conversations of persons in the Property without first obtaining their consent violates RCW 9.73.030, and Lessor shall indemnify and hold Firm and other members of MLS harmless from any related claims.
- 8. LESSOR'S WARRANTIES AND REPRESENTATIONS.** Lessor warrants that Lessor has the right to lease the Property on the terms herein. If Lessor provides Firm with any photographs, drawings, or sketches of the Property, Lessor warrants that Lessor has the necessary rights in the photographs, drawings, or sketches to allow Firm to use them as contemplated by this Agreement. Lessor shall indemnify and hold Firm and other members of MLS harmless in the event the foregoing warranties are incorrect. Lessor represents, to the best of Lessor's knowledge, that the Property information on the Listing Input Sheets (attached to and incorporated into this Agreement herein by this reference) is correct and that the Property is free and clear of any encumbrances that would interfere with a lease of the Property. Lessor authorizes Listing Firm to provide the property information in this Agreement and in the attached Listing Input Sheets to prospective tenants, to cooperating members of MLS who do not represent Lessor and, in some instances, may represent the tenant, and to licensed brokers who are not members of MLS, subject to any restrictions imposed by Lessor.
- 9. FAIR HOUSING.** Lessor acknowledges that local, state, and federal fair housing laws prohibit discrimination based on sex, marital status, sexual orientation, gender identity, race, creed, color, caste, national origin, citizenship or immigration status, families with children status, honorably discharged veteran or military status, the presence of any sensory, mental, or physical disability, or the use of a support or service animal by a person with a disability.
- 10. ATTORNEYS' FEES.** In the event either party employs an attorney to enforce any terms of this Agreement and is successful, the other party agrees to pay reasonable attorneys' fees. In the event of trial, the successful party shall be entitled to an award of attorneys' fees and expenses; the amount of the attorneys' fees and expenses shall be fixed by the court. The venue of any suit shall be the county in which the Property is located.

Lessor's Signature

Date

Listing Firm

Lessor's Signature

Date

Broker's Signature

Date

97

98