



# AROUND THE CLOCK, INC. CRMC<sup>®</sup>

a certified residential management company

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## Exclusive Rental Listing Agreement

**THIS AGREEMENT** dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_ hereinafter designated as "OWNER" and "Around The Clock, Inc.", hereinafter designated as "AGENT" and who represents the Owner in all transactions specific to this property.

**WITNESSETH:** In consideration of the mutual promises and covenants herein contained, the Owner and the Agent agree as follows:

**1. EXCLUSIVE AGENCY:** The Owner hereby exclusively grants the Agent the right to enter, offer, show and rent or lease the property known as: \_\_\_\_\_  
City \_\_\_\_\_ WA, Zip \_\_\_\_\_ for the period of one hundred and eighty (180) days beginning on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. Should the Owner prior to its ending date give written Termination Notice during the one hundred and eighty (180) day period, a cancellation fee of \$500.00 shall be due to the Agent immediately.

**2. AGENCY DISCLOSURE:** Washington State law requires Real Estate Licensees to disclose to all parties to whom the Licensee renders Real Estate Brokerage services whether the Licensee represents the Owner/Lessor, the Tenant/Lessee, both the Owner/Lessor and the Tenant/Lessee, or neither. You are advised that the Agent signed on this document represents the Owner/Lessor. The Owner acknowledges receiving the pamphlet entitled, "The Law of Real Estate Agency."

**3. RENTING OF PREMISES:** The agent shall use best efforts to rent vacant space. Owner understands the agent is responsible for marketing the property which includes signage, advertising and featuring it on our website. Owner agrees not to advertise or compete with Agent for tenant leads. The Owner authorizes the Agent to enlist the services of other Real Estate Brokers to aid in renting of said premises. The Agent is authorized to adjust the schedule of rent payments for efficient office operations. The Owner authorizes the Agent to adjust rent amount accounting to current market conditions.

**4. AGENT AUTHORITY REGARDING LEASES:** The Agent shall, in cooperation with the owner, have full authority to negotiate, execute, sign, renew, cancel, terminate, settle, compromise, release or reinstate any Lease or Rental Agreement concerning the subject property. The Owner shall receive copies of current Lease/Rental Agreements. Expenses, in conjunction with these actions, shall be the responsibility of the owner.

**5. CONDITION OF PROPERTY:** The Owner warrants and assumes the responsibility that all structural components of the premises are in good repair, and are in conformity with Washington State laws

and local regulations. The Owner hereby discloses all information about the property that would substantially adversely affect the value of said property. \_\_\_\_\_

**6. LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS DISCLOSURE:** Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and lead-based paint hazards in the dwelling. Tenants must also receive a federally approved pamphlet on lead poisoning prevention.

**Lessor's Disclosure (initial)**

a. Presence of lead-based paint or lead-based paint hazards (check one below):

\_\_\_\_\_  Known lead-based and/or lead-based paint hazards are present in the housing (explain).

\_\_\_\_\_  Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

b. Records and reports available to the lessor (check one below):

\_\_\_\_\_  Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

\_\_\_\_\_  Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

If property is built before 1978, Agent will provide Lessee(s) with the above information and a copy of the pamphlet "Protect Your Family From Lead In Your Home".

**7. OWNER'S RESPONSIBILITIES:** The Owner is responsible for doing the Move-In/Move-Out inspection with the Tenant and for changing the utilities. The Residential Landlord Tenant Act requires that a copy of the inspection be given to the Tenant. The Agent is not authorized to perform any maintenance or repairs on the property; this is the Owner's responsibility.

**8. SEPARATION OF OWNER'S MONIES:** All money received by the Agent for, or on behalf of the Owner, less any sums properly deducted by the Agent pursuant to any of the provisions of this agreement, shall be deposited in a trust account maintained by the Agent for the deposit of monies for the Owners, and shall not be co-mingled with the funds of the Agent. The Agent will not be held liable in event of bankruptcy or failure of a depository.

**9. LEASE COMMISSION:** The Owner agrees to pay the Agent a commission of one month's rent for a lease, or month-to-month tenancy. This commission includes all of the advertising expenses. The Owner acknowledges that should an approved applicant forfeit his/her holding fee after being approved as a Tenant, said holding fee shall be split 50/50 between the Owner and the Agent. The Agent's portion shall be divided between the Managers involved in the transaction and the Agent to cover actual costs.

**10. SCREENING FEES:** All screening fees charged to any prospective Tenant for the purpose of accessing credit reports and investigative information are retained by the Agent. The Agent retains this money to recover actual cost.

**11. SECURITY/DAMAGE AND CLEANING DEPOSIT:** The Owner understands that the Tenant's Security/Damage deposit must remain in the State of Washington according to the Residential Landlord Tenant Act. The Security/Damage Deposit shall be held in Tenant's name, in Owner's trust and will be held at \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**12. LANDLORD-TENANT ACT OF WASHINGTON STATE:** The Owner acknowledges awareness of the basic provisions of the statute, and understands that the Agent will act according to the statute.

**13. INDEMNITY:** The Owner agrees to indemnify, defend and hold harmless said Agent against any and all claims arising from the condition of the premises, act of the Owner to third parties on or about the premises acts of the Agent and or employees performed with the express or implied consent of the Owner, and costs incurred, legal arrangements or supervising maintenance and/or repairs.

**14. ATTORNEY FEES:** Should legal action or arbitration be instituted by either party herein, to enforce or interpret the provisions of this agreement, the prevailing party in such action shall be entitled to any costs, and reasonable attorney fees incurred.

**15. ADDENDUM ATTACHED:** Addendum is attached hereto, it shall become apart of this Agreement.  Property Description Addendum,  Multiplex Addendum  Pet Addendum  
Other \_\_\_\_\_.

THIS AGREEMENT shall be binding on the parties hereto, their heirs, executors, administrators, successors and/or assigns. Any changes to this Agreement must be in writing and signed by all parties concerned.

**AGENT SIGNATURE:** \_\_\_\_\_ **DATE** \_\_\_\_\_

**DESIGNATED BROKER SIGNATURE:** \_\_\_\_\_ **DATE** \_\_\_\_\_

**OWNER SIGNATURE:** \_\_\_\_\_ **DATE** \_\_\_\_\_

ADDRESS (CITY, STATE, ZIP): \_\_\_\_\_

WORK PHONE: \_\_\_\_\_ HOME PHONE: \_\_\_\_\_ CELL PHONE: \_\_\_\_\_

SS#: \_\_\_\_\_ EMAIL: \_\_\_\_\_

**OWNER SIGNATURE:** \_\_\_\_\_ **DATE** \_\_\_\_\_

ADDRESS (CITY, STATE, ZIP): \_\_\_\_\_

WORK PHONE: \_\_\_\_\_ HOME PHONE: \_\_\_\_\_ CELL PHONE: \_\_\_\_\_

SS#: \_\_\_\_\_ EMAIL: \_\_\_\_\_

REFERRING AGENT: \_\_\_\_\_

REPRESENTATIVE: \_\_\_\_\_