

MMETROWEST

EXCLUSIVE RIGHT TO LEASE LISTING AGREEMENT

Th	is Exclusive Right to Lease Listing Agreement ("Agreement") is made on03/18/2015						
(Da	ate) by and between Oscar E. Ganteaume ("Landlord")						
anc	d (Insert Firm Name) Richey Property Management LLC (dba MetroWest Realty) ("Broker").						
1.	APPOINTMENT OF BROKER. In consideration of the services provided by Broker and described in this Agreement, Landlord hereby appoints Broker as Landlord's sole and exclusive listing agent and grants Broker the exclusive right to lease the real property described below ("Premises").						
2.	PREMISES.						
	Street Address 9419 Black Hawk Court Unit #						
	City Manassas Park , Virginia Zip Code 20111						
	Subdivision or Condominium Blooms Crossing County/Municipality Manassas Park City						
	TAX Map/ID #						
	Parking Space # Storage Unit # Mailbox #						
3.	NOTICES. All notifications and amendments under this Agreement shall be in writing and shall be delivered using the contact information below.						
	<u>Landlord</u>						
	Mailing Address: 6518 Kerns Road						
	City, State, and Zip Code: Falls Church VA 22044						
	Phone: (H) 703.512.1519 (W) 703.665.7259 (Cell) 703.655.3479						
	Email: OegBizze Ychoo.com Fax:						
	Broker (Firm)						
	Mailing Address: 11870 Sunrise Valley Drive #201						
	City, State, and Zip Code: Reston VA 20191						
	Phone: (W) (703) 463-9715 (Cell) Email: info@richeypm.com Fax: (703) 537-5722						
4.	signature by all parties and expiring at 11:59 p.m. on						
	Upon ratification of a lease for Premises, Landlord releases Broker from any further responsibility regarding Premises and the lease, including but not limited to performance by the tenant, unless Landlord has entered into a property management agreement with Broker.						
5.	LEASE TERMS. Landlord instructs Broker to offer Premises for lease for a minimum of						
	Landlord will allow smoking: ☐ Yes OR ☒ No						
	Landlord will allow pets: Yes OR No Restrictions: Case by Case						
	The following deposits shall be required from the tenant: 1st Months Rent, Security Deposit and Pet Deposit						
	Landlord agrees that Landlord and tenant shall sign a lease agreement enforceable in the Commonwealth of Virginia.						
NV	AR - K1281 - rev. 01/13 Page 1 of 9 Landlord: OFG / Broker: G						

6. PROVIDED FIXTURES AND EQUIPMENT.

A. Personal Property and Fixtures.

Landlord shall provide, as part of Premises: any 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, exterior trees and shrubs.

The items marked YES below are currently installed or offered (If more than one of an item shall be provided, the number of items is noted):

		Alarm System Built-in Microwave Ceiling Fan Central Vacuum Clothes Dryer Clothes Washer Cooktop Dishwasher Disposer	Yes No #	Freezer Furnace Humidifier Garage Opener w/ remote Gas Log Hot Tub, Equip & Cover Intercom Playground Equipment Pool, Equip, & Cover		Items Satellite Dish Storage Shed Stove or Range Trash Compactor Wall Oven Water Treatment System Window A/C Unit Window Fan Window Treatments
		Electronic Air Filter Fireplace Screen/Door		Refrigerator w/ ice maker		Wood Stove
	-	Other:				
B. As-Is Items. Landlord will not warrant the condition or working order of the following i systems:				items and/or		
		Repair Deductible:				
	7. 01	FILITIES AND SERVIC	ES. (Check	(all that apply)	Īno	luded in Rent?
	Sewage Typ Hot Wa Air Co	Supply: Description Public Prive Disposal: Public Description Community ater: Oil Gas Description Gas	Septic # BR Convertric Other Elec.	: ntional	Experimenta Sallons Zones	☐ Yes M2 No ☐ Yes M2 No I ☐ Yes M2 No ☐ Yes M2 No
		g: 🗆 Oil 🗹 Gas 🗀 Electric Removal/Recycling: 🖾 Coun			Zones	_ □ Yes⊠ No ☑ Yes□ No
	8. VI	RGINIA RESIDENTIAI erest in residentia are not required to be cove quired, Landlord wishes	LANDLO l leased pro red under t	ORD TENANT ACT. Landeperties in Virginia. Landle he Virginia Residential Landle	ord's propert andlord Tena	ties 🗆 are OR ant Act. If not

Landlord: OEG/ Broker:

- 9. BROKER DUTIES. Broker shall perform, and Landlord hereby authorizes Broker to perform, the following duties. In performing these duties, Broker shall exercise ordinary care, comply with all applicable laws and regulations and treat all parties honestly.
 - A. Broker shall protect and promote the interests of Landlord and shall provide Landlord with services consistent with the standards of practice and competence that are reasonably expected of licensees engaged in the business of real estate brokerage. Landlord acknowledges that Broker is bound by the bylaws, policies and procedures, and rules and regulations governing the MLS, the Code of Ethics of the National Association of REALTORS®, and the Regional Rules and Regulations for the electronic lockbox system.
 - B. Broker shall use reasonable efforts and act diligently to seek tenants for Premises at the price and terms stated herein or otherwise acceptable to Landlord, to negotiate on behalf of Landlord and to assist in the consummation of the lease of Premises.
 - C. Broker shall market Premises, at Broker's discretion, including without limitation, description, interior and exterior photographs in appropriate advertising media, such as publications, mailings, brochures and internet sites; provided, however, Broker shall not be obligated to continue to market Premises after Landlord has accepted an offer.
 - D. Broker shall present all written offers or counteroffers to and from Landlord, in a timely manner, even if Premises is already subject to an approved application, unless otherwise instructed by Landlord in writing.
 - E. Broker shall account, in a timely manner, for all money and property received in trust by Broker, in which Landlord has or may have an interest.
 - F. Broker shall show Premises 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 Premises, to facilitate and/or consummate the rental of Premises. Broker ■ shall OR □ shall not install an electronic lockbox on Premises to allow access and showings by persons who are authorized to access Premises.
 - G. Broker shall OR □ shall not install "For Rent" signs on Premises, as 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.

10. MARKETING/MLS/INTERNET ADVERTISING.

A.	Broker shall make a blanket unilateral offer of cooperation and compensation to other brokers in any multiple listing service ("MLS") that Broker deems appropriate. Broker shall disseminate information regarding Premises, including the entry date, listing price(s), final price and all terms, and expired or withdrawn status, by printed form and/or electronic computer service, which may include internet advertising, during and after the expiration of this Agreement.				
	Broker shall enter the listing information into the MLS database:				
	☐ Within 48 hours (excluding weekends and holidays) of commencement of Listing Period OR ☑ On or before:				
B.	The parties agree and understand that internet advertising includes:				
	1) Broker's internet website:				

- 2) The internet websites of licensed real estate salespersons or associate real estate brokers affiliated with Broker;
- 3) Any other internet website in accordance with applicable MLS rules and regulations; Landlord: OEG / Broker: SP



- 4) Printed media; and/or
- 5) Any available MLS program(s) that enable participants to display aggregated MLS active listing information on other such participants' and authorized users' public websites.
- C. Landlord agrees and understands that Broker has provided an opportunity to Landlord to opt-out of any of the following four provisions which govern the display of information on Virtual Office Websites (VOW) and that Broker is thus hereby authorized by Landlord to submit and market Premises as follows.

PART I:

Landlord authorizes OR □ Landlord does not authorize Broker to submit and market Property by and through the display on any internet websites.

 If Landlord selects the second option, consumers who conduct searches for listings on the internet will not see the corresponding information about Property in response to a search.

PART II:

■ Landlord authorizes OR □ Landlord does not authorize the display of Property address on any internet website.

PART III:

☐ Landlord authorizes **OR** ☑ Landlord does not authorize the display of unedited comments or reviews of Property (or display a hyperlink to such comments or reviews) on MLS participants' internet websites.

PART IV:

- ☐ Landlord authorizes OR ☑ Landlord does not authorize the display of an automated estimate of the market value of Property (or a hyperlink to such estimate) on MLS participants' internet websites.
- **D.** 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 in 10.C. above. Broker agrees to update the MLS database accordingly.

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

Landlord representation occurs by virtue of this Agreement with Landlord's contract to use Broker's services and may also include any cooperating brokers who act on behalf of Landlord as subagent of Broker. (Note: Broker may assist a tenant or prospective tenant by performing ministerial acts that are not inconsistent with Broker's duties as Landlord's listing agent under this Agreement.)

Tenant representation occurs when tenants contract to use the services of their own broker (known as a tenant representative) to act on their behalf.

Designated representation occurs when a tenant and landlord in one transaction are represented by different sales associate(s) affiliated with the same broker. Each of these sales associates, known as a designated representative, represents fully the interests of a different client in the same transaction. Designated representatives are not dual representatives if each represents only the tenant or only the landlord in a specific real estate transaction. In the event of designated representatives, each representative shall be bound by client confidentiality requirements, set forth in the CONFIDENTIAL INFORMATION paragraph. The broker remains a dual representative.

Landlord: OEG Broker: SP



P	Landlord does not consent to designated representation thus Landlord does not allow Premises to be shown to a tenant represented by this Broker through another designated epresentative associated with the firm OR						
te	Landlord consents to designated representation and allows Premises to be shown to a tenant represented by this Broker through another designated representative associated wit the firm.						
b sl	Dual representation occurs when the same broker and the same leasing associate represent both the tenant and landlord in one transaction. In the event of dual representation, the broke shall be bound by confidentiality requirements for each client, set forth in the CONFIDENTIAL INFORMATION paragraph.						
	☐ Landlord does not consent to dual representation thus Landlord does not allow Premises to be shown to a tenant represented by this Broker through the same representative OR						
	Landlord consents to dual representation and consents to allow Premises to be shown to a chant represented by this Broker through the same representative.						
			e designated or dual re	epresentation is to occur			
	or a specific transac			T 11 1			
d	esignated representat	ion and/or dual represe					
e: tc ir tr	Non-Agency occurs when the real estate licensee does not represent either party to the real estate transaction and acts to facilitate the transaction by assisting one or both of the parties to reach an agreement, as an independent contractor and without being an advocate for the interest of either party. In the event of non-agency, the real estate licensee would not owe traditional duties to either party, but would still owe the parties duties imposed on all licensees by the Commonwealth of Virginia.						
	ROKER COMPEN	•					
		-	ach total compensation	of			
• •	. Payment. Landlord shall pay Broker in cash total compensation of						
			t ready, willing and able				
	Compensation is also earned if, within days after the expiration or termination of this Agreement, an application is accepted with a ready, willing, and able tenant to whom Premises had been shown during the term of this Agreement; provided, however, that Compensation need not be paid if the Premises are listed with another real estate company.						
В	. Leasing Broker. E indicated:	Broker shall offer a por	tion of Compensation to	o a cooperating broker as			
	Tenant Agency Co	mpensation:	25%				
	Sub-Agency Comp	ensation:	25%	OR			
	Non-Agency Comp	ensation:	0%	No. 100 SANOT-1978-207-109			
	Note: Compensation may be shown by a percentage of the monthly lease 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	which 🗖 sl	nall OR 🛭 shall not be	ipt of a retainer fee in the subtracted from Comp	he amount of \$0.00 ensation. The retainer is			
N13.1.5		is earned when paid.	AF	G Broker: GW			
NVAR -	-K1281 - rev. 01/13	Page 5 of 9	Landlord: UC	Broker: St			



	D. Early Termination. In the event Landlord wishes to terminate this Agreement prior to the end of Listing Period, without good cause, Landlord shall pay Broker\$250.00 before Broker's execution of a written release.					
I	E. Purchase By Tenant. If a tenant purchases Premises during tenant's occupancy of Premises or within 120 days of vacating Premises, Landlord agrees to pay Broker compensation of 3.0% in cash at settlement.					
F V i c r	CONFIDENTIAL INFORMATION. Broker shall maintain the confidentiality of all personal and financial information and other matters identified as confidential by the client which were obtained by Broker during the brokerage relationship, unless the client consents in writing to the release of such information or as otherwise provided by law. The obligation of Broker to preserve confidential information continues after termination of the brokerage relationship. Information concerning material adverse facts about Premises is not considered confidential information.					
f a a	AUTHORIZATION TO DISCLOSE OTHER APPLICATIONS. In response to inquiries from tenants or cooperating brokers, Broker may not disclose, without Landlord's authorization, the existence of other written offers on Premises. If Landlord does give such authorization, Landlord acknowledges that Broker and leasing associate(s) must disclose whether the offers were obtained by the listing agent, another member of the listing Broker's firm, or by a cooperating broker.					
	Landlord 🗷 does OR 🗆 does not authorize Broker and sales associate to disclose such information to tenants or cooperating brokers.					
a	COMPLIANCE WITH FAIR HOUSING LAWS. Premises shall be shown and made available without regard to race, color, religion, sex, handicap, familial status or national origin as well as all classes protected by the laws of the United States, the Commonwealth of Virginia and applicable local jurisdictions, or by the REALTOR® Code of Ethics.					
16. I	EMPLOYEE RELOCATION PROGRAM.					
1	Landlord is participating in any type of employee relocation program: Yes OR No. If "Yes": (a) the program is named:					
(Contact NameContact Information and					
	If "No" or if Landlord has failed to list a specific employee relocation program, then Broker shall have no obligation to cooperate with or compensate any undisclosed program.					
C C	CONDOMINIUM OR PROPERTY ASSOCIATION. In the event that there is a condominium or property owners' association for the Premises, Landlord agrees to provide ☐ to Broker at the commencement of Agreement OR ☒ to the tenant prior to lease execution copies of current rules & regulations pertaining to Premises. This package shall be provided ☒ at Landlord's cost OR ☐ at the tenant's cost. Fees in addition to regular monthly charges are: ☐ Move-In ☐ Parking ☐ Pool ☐ Tennis ☐ Other					
	Landlord is responsible for all association dues and fees. Landlord represents that Landlord is OR is not current on all association dues and/or special assessments.					
a c F h	LEAD BASED PAINT DISCLOSURE. Landlord represents that the residential dwelling(s) at Premises were OR were not constructed before 1978. If the dwelling(s) were constructed before 1978, Landlord is subject to Federal law concerning disclosure of the possible presence of lead-based paint at Premises, and Landlord acknowledges that Broker has informed Landlord of Landlord's obligations under the law. If the dwelling(s) were Landlord: Compared Compar					

Instan@t

constructed before 1978, unless exempt under 42 U.S.C. 4852(d), Landlord has completed and provided to Broker the form, "Rental: Disclosure And Acknowledgment Of Information On Lead-Based Paint And/Or Lead-Based Paint Hazards" or equivalent form.

19. CURRENT LIENS. Landlord represents to Broker that the below information is true and complete to the best of Landlord's information, knowledge and belief:

Check all that are applicable:

- A. \square Premises are not encumbered by any mortgage or deed of trust.
- B. El Landlord is current on all payments for all loans secured by Premises.
- C. El Landlord is not in default and has not received any notice(s) from the holder(s) of any loan secured by Premises, or from any other lien holder of any kind, regarding a default under any loan, threatened foreclosure, notice of foreclosure, or the filing of foreclosure.
- D. En There are no liens secured against Premises for Federal, State or local income taxes; unpaid real property taxes; or unpaid condominium or homeowners' association fees.
- E. End There are no judgments against Landlord (including each owner for jointly held property). Landlord has no knowledge of any matter that might result in a judgment that may potentially affect Premises.
- F. El Landlord has not filed for bankruptcy protection under Federal law and is not contemplating doing so during the term of this Agreement, or subsequent Lease Term.

During the term of this Agreement, should any change occur with respect to answers A through F above, Landlord shall immediately notify Broker and Leasing Associate/Listing Agent, in writing, of such change.

20. MISCELLANEOUS PROVISIONS.

A. Landlord Representations and Warranties.

Landlord is aware that Landlord may be responsible for failing to disclose information and/or misrepresenting the condition of Premises. Landlord warrants that:

- 1) Landlord is not a party to a listing agreement with another broker for the sale, exchange or lease of Premises.
- 2) No person or entity has the right to purchase, lease or acquire Premises, by virtue of an option, right of first refusal or otherwise.
- 3) Landlord \square is **OR** \square is not a licensed (active/inactive) real estate agent/broker.
- 4) Landlord \square has **OR** \square has no knowledge of the existence, removal or abandonment of any underground storage tank on Premises.
- 5) Premises □ are OR □ are not currently tenant-occupied.
- **B.** Access to Premises. Landlord shall provide keys to Broker for access to Premises to facilitate Broker's duties under this Agreement. If Premises are currently tenant-occupied, Landlord shall provide Broker with any current lease documents and contact information for current tenant, and shall use best efforts to obtain the full cooperation of current tenants, in connection with showings and inspections of Premises.

C. Landlord Assumption of Risk.

 Landlord retains full responsibility for Premises, including all utilities, maintenance, physical security and liability during the term of this Agreement. Landlord is advised to take all precautions for safekeeping of valuables and to maintain appropriate property and liability insurance through Landlord's own insurance company.

Page 7 of 9 Landlord: DEG Broker: G



- Broker is not responsible for the security of Premises or for inspecting Premises on any periodic basis. If Premises are or become vacant during the Listing Period, Landlord is advised to notify Landlord's homeowner's insurance company and request a "Vacancy Clause" to cover Premises.
- 2) In consideration of the use of Broker's services and facilities and of the facilities of any Multiple Listing Service, Landlord and Landlord's heirs and assigns hereby release Broker, Broker's designated agents, sub-agents, sales associates and employees, any Multiple Listing Service and the Directors, Officers and employees thereof, including officials of any parent Association of REALTORS[®], except for malfeasance on the part of such parties, from any liability to Landlord for vandalism, theft or damage of any nature whatsoever to Premises or its contents that occurs during the Listing Period. Landlord waives any and all rights, claims and causes of actions against them and holds them harmless for any property damage or personal injury arising from the use or access to Premises by any persons during the Listing Period.
- D. Appropriate Professional Advice. Broker can counsel on real estate matters, but if Landlord desires legal advice, Landlord is advised to seek legal counsel. Landlord is advised further to seek appropriate professional advice concerning, but not limited to, property or tax and insurance matters.
- E. Subsequent Offers After Application Acceptance. After a rental application has been accepted for Premises, Broker recommends Landlord obtain the advice of legal counsel prior to acceptance of any subsequent offer to rent.
- F. Governing Law. The laws of Virginia shall govern the validity, interpretation and enforcement of this Agreement.
- G. Binding Agreement. This Agreement, unless amended in writing by the parties, contains the final and entire agreement and the parties will not be bound by any terms, conditions, oral statements, warranties or representations not herein contained.
- 21. ATTORNEY'S FEES. If any Party breaches this Agreement and a non-breaching Party retains legal counsel to enforce its rights hereunder, the non-breaching Party shall be entitled to recover against the breaching Party, in addition to any other damages recoverable against any breaching Party, all of its reasonable Legal Expenses incurred in enforcing its right under this Agreement, whether or not suit is filed, and in obtaining, enforcing and/or defending any judgment related thereto. Should any tribunal of competent jurisdiction determine that more than one Party to the dispute has breached this Agreement, then all such breaching Parties shall bear their own costs, unless the tribunal determines that one or more of the Parties is a "Substantially Prevailing Party", in which case any such Substantially Prevailing Party shall be entitled to recover from any of the breaching Parties, in addition to any other damages recoverable against any breaching Party, all of its reasonable Legal Expenses incurred in enforcing its rights under this Agreement, whether or not suit is filed, and in obtaining, enforcing and/or defending any judgment related thereto. "Party" as used in this paragraph includes any third party beneficiary identified herein. "Legal Expenses" as used in this paragraph includes attorney fees, court costs, and litigation expenses, if any, including, but not limited to, expert witness fees and court reporter fees.

22. ADDITIONAL TERMS.

Landlord: OEG Broker: St

NVAR - K1281 - rev. 01/13

Page 8 of 9

Instan@t

03 <u>/30/57</u> Date	<u>Claca</u> Landlord	Oscar E. Ganteaume	- :	3/20/15/ Date	Broker	Sue J. Richey
Date	Landlord		-			
Date /	Landlord		_			
Date	Landlord		_			
*****	*****	*******	*****	*****	*****	*****
		Leasing Associ	ate Contact I	nformation	1	
Leasing A	Associate (L	isting Agent):		Craig S. R	ichey	
Phone: (\	W)	(703) 463-9715	(Cell)			
Email:		info@richevnm	com		(Fax)	(703) 537-5722

© 2013 Northern Virginia Association of REALTORS®, Inc.



This is a suggested form of the Northern Virginia Association of REALTORS®, Inc. ("NVAR"). This form has been created and printed exclusively for the use of REALTOR® and Non-Resident members of NVAR, who may copy or otherwise reproduce this form in identical form with the addition of their company logo. Any other use of this form by REALTOR® and Non-Resident members of NVAR, or any use of this form withatsoever by non-members of NVAR, is prohibited without the prior written consent of NVAR. Notwithstanding the above, no REALTOR® or Non-Resident member of NVAR, or any other person, may copy or otherwise REALTOR reproduce this form for purposes of resale.





AMMETROWEST &

LOCKBOX AUTHORIZATION

I/We, Oscar E. Ganteaume

Owner(s) of the property located at:

(Address): 9419 Black Hawk Court, Manassas Park, VA 20111

do hereby authorize Craig S. Richey

a Richey Property Management, LLC (dba MetroWest Realty) Agent, to install a lockbox on the door of the above mentioned property in order to assist real estate sales people in the showing of our house to prospective purchasers, appraisers, inspectors, contractors and other parties of interest.

In consideration of the above, we agree to completely indemnify, save and hold harmless the said Richey Property Management, their Agents and all other salespeople and brokers from any claim, loss or liability arising from the use of said lockbox that we, our heirs or assigns may have now and in the future.

Broker or Authorized Representative Date Landlord Date

Landlord Date







This addendum is made and entered into on

to the Lease Agreement dated:

ELECTRONIC SIGNATURE ADDENDUM TO LEASE AGREEMENT

Between Tenant(s):					
and Landlord(s): Oscar E. Gan	teaume				
for property known as: 9419 Black Hawk Court, Manassas Park, VA 20111					
In accordance with the Uniform and National Commerce Act, of Electronic Signatures and Transelectronic signatures as an add agree that either party may elect the event a third-party to the trato the transaction be executed necessary documents as require	or E-Sign (the Act isactions, the partilitional method of stronically sign or in insaction contemplayith hand-written), and other applicable local es do hereby expressly auth signing and/or initialing this A itial, as appropriate, by utilizinated by this Agreement require	I or state legislation regarding norize and agree to the use of Agreement. The parties herebying a digital signature service. In the stat any documents relative		
All other terms and conditions of	this contract rema	in in full force and effect,			
Tenant	Date	Second for Landlord	03/30/15- Date		
Tenant	Date	Landlord	Date		



