

MMETROWEST

EXCLUSIVE RIGHT TO LEASE LISTING AGREEMENT

This Exclusive Right to Lea	ise Listing Agreer	nent ("Agreement") is made on _	03/1	8/2015
(Date) by and between	0	scar E. Ganteaume		("I	Landlord")
and (Insert Firm Name) Ri	chey Property Man	agement LLC (dba N	MetroWest Realt	<u>y)</u> ("E	Broker").
1. APPOINTMENT OF I described in this Agreer exclusive listing agent a described below ("Prem	nent, Landlord he and grants Broker	reby appoints Brok	er as Landlord	's sole	and
2. PREMISES.					
Street Address 9419 I	Black Hawk Court		Uni	it#	
City					
Subdivision or Condom					
TAX Map/ID #		31-2-119	79		
Parking Space #	Storage	e Unit #	Mailbo	x #	6
3. NOTICES. All notifications shall be delivered using	ations and amenda	ments under this Ag			
Landlord					
Mailing Address: 651	8 Kerns Road				
City, State, and Zip Coo					
Phone: (H) 703.532.	1519 (W) 30	3.665. 775	(Cell) <u>70</u>	3,63	5.347
Email: OesBizzE	2 Yohoo. co	m	Fax:		
Broker (Firm)					
Mailing Address: 11870	Sunrise Valley Dri	ve #201			
City, State, and Zip Coo	le:	Reston		VA	20191
Phone: (W)(7					
Email:	info@richeypm.co	m	Fax:(703) 53	7-5722
4. TERM OF AGREEMS signature by all parties a					
Upon ratification of a le responsibility regarding the tenant, unless Landl	Premises and the	lease, including bu	it not limited to	perfor	mance by
5. LEASE TERMS. Land 12 months, but \$, or such of guarantee that Premises available for occupancy	not to exceed other price as late will rent at the st	24 months, r agreed upon by L ated price hereunde	for a monthly andlord. (Note:	rental p Broke	orice of r does not
Landlord will allow smo	oking: Yes OR	⋈ No			
Landlord will allow pet	s: Yes OR	No Restrictions	: Case by Case		
The following deposits					
Landlord agrees that La Commonwealth of Virg		shall sign a lease a	greement enfor	rceable	in the
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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):

No#	Alarm System Built-in Microwave Ceiling Fan Central Vacuum Clothes Dryer Clothes Washer Cooktop Dishwasher Disposer Electronic Air Filter Fireplace Screen/Door	Yes No #	Items Freezer Furnace Humidifier Garage Opener w/ remote Gas Log Hot Tub, Equip & Cover Intercom Playground Equipment Pool, Equip, & Cover Refrigerator w/ ice maker		Items Satellite Dish Storage Shed Stove or Range Trash Compactor Wall Oven Water Treatment System Window A/C Unit Window Fan Window Treatments Wood Stove	
	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. UT	TILITIES AND SERVIC	ES. (Check	all that apply)			
Water	Supply: ⊠ Public □ Priv	ata Wall	Community Well	Inc	luded in Rent? ☐ Yes⊠ No	
Sewage	e Disposal: 🗷 Public 🗆	Septic # BR	S		☐ Yes ☑ No	
Hot Wa Air Con Heating	e of Septic: Community Ater: Oil Gas Electric Community Gas C	etric	er Number of G Heat Pump	allons Zones	☐ Yes ☑ No ☐ Yes ☑ No	
8. VI	RGINIA RESIDENTIAI erest in1 residential are not required to be coveruired, Landlord □ wishes	LANDLO I leased pro	ORD TENANT ACT. Lan operties in Virginia. Landlo he Virginia Residential La	ord's propert indlord Tena	vnership ties □ are OR nt Act. If not	



- 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

TANT	XIXI	RETING/MES/MIERNET ADVERTISING.				
A.	sha pri ele	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.				
	Bro	Broker shall enter the listing information into the MLS database:				
		Within 48 hours (excluding weekends and holidays) of commencement of Listing riod OR ■ On or before:				
B.	Th	e 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:



- 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:

I 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.



		consent to designated re					
		remises to be shown to a tenant represented by this Broker through another designated presentative associated with the firm OR					
t	Landlord consents to the constant represented by the firm.	Landlord consents to designated representation and allows Premises to be shown to a pant represented by this Broker through another designated representative associated with a firm.					
t s	both the tenant and lar shall be bound by con	tal representation occurs when the same broker and the same leasing associate represent the tenant and landlord in one transaction. In the event of dual representation, the broker all be bound by confidentiality requirements for each client, set forth in the DNFIDENTIAL INFORMATION paragraph.					
[b	☐ Landlord does not cope shown to a tenant r	consent to dual represent epresented by this Brok	tation thus Landlo er through the sam	rd does not allow he representative C	Premises to P R		
		o dual representation arthis Broker through the			shown to a		
		ure is required before	designated or du	al representation	is to occur		
	or a specific transac			2 - 2 - 3			
		er real estate licensees vi ion and/or dual represen		ether Landlord cor	isents to		
to in tr	state transaction and a content or reach an agreement, interest of either party raditional duties to either party.	when the real estate licer acts to facilitate the tran as an independent con In the event of non-ag- ther party, but would sti nonwealth of Virginia.	nsaction by assisting tractor and without ency, the real estat	g one or both of the being an advocate licensee would r	ne parties e for the not owe		
12. E	BROKER COMPEN	SATION.					
A		d shall pay Broker in ca					
		e Months Rent					
		yone produces a tenant					
	termination of this tenant to whom Pro	Agreement, an applicate the shown appensation need not be proceed to the shown appensation need not be proceed to the shown appensation need not be proceed to the shown appensation and the shown appensation app	tion is accepted wirduring the term of	th a ready, willing this Agreement;	, and able provided,		
Е	B. Leasing Broker. E indicated:	Broker shall offer a port	ion of Compensati	on to a cooperatin	g broker as		
	Tenant Agency Co	mpensation:	25%	OR			
	Sub-Agency Comp	ensation:	25%	OR			
	Non-Agency Comp	pensation:	0%				
		Note: Compensation may be shown by a percentage of the monthly lease price, a definite dollar amount or "N" for no compensation.					
		ation and the sharing of nended or suggested by					
C	which \(\sigma \) s	ker acknowledges recei hall OR \su shall not be I is earned when paid.					
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	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.					
	Е.	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.				
13.	wh in v of rela	ONFIDENTIAL INFORMATION. Broker shall maintain the confidentiality of all sonal and financial information and other matters identified as confidential by the client ich were obtained by Broker during the brokerage relationship, unless the client consents writing to the release of such information or as otherwise provided by law. The obligation Broker to preserve confidential information continues after termination of the brokerage ationship. Information concerning material adverse facts about Premises is not considered affidential information.				
14.	fro aut aut wh firm Lan	THORIZATION TO DISCLOSE OTHER APPLICATIONS. In response to inquiries in tenants or cooperating brokers, Broker may not disclose, without Landlord's horization, the existence of other written offers on Premises. If Landlord does give such horization, Landlord acknowledges that Broker and leasing associate(s) must disclose either the offers were obtained by the listing agent, another member of the listing Broker's in, or by a cooperating broker. Indlord does OR does not authorize Broker and sales associate to disclose such formation to tenants or cooperating brokers.				
15.	ava ori	MPLIANCE WITH FAIR HOUSING LAWS. Premises shall be shown and made ilable without regard to race, color, religion, sex, handicap, familial status or national gin as well as all classes protected by the laws of the United States, the Commonwealth of ginia and applicable local jurisdictions, or by the REALTOR® Code of Ethics.				
16.	EN	IPLOYEE RELOCATION PROGRAM.				
	If' Co	Addord is participating in any type of employee relocation program: Yes OR No. Yes": (a) the program is named:, Contact Information and terms of the program are:				
		No" or if Landlord has failed to list a specific employee relocation program, then Broker ll have no obligation to cooperate with or compensate any undisclosed program.				
17.	cor cor	NDOMINIUM OR PROPERTY ASSOCIATION. In the event that there is a adominium 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 pies 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 ☐ Move-In ☐ Parking ☐ Pool ☐ Tennis ☐ Other				
		adlord is responsible for all association dues and fees. Landlord represents that Landlord is $\mathbf{OR} \square$ is not current on all association dues and/or special assessments.				
	cor pos has	AD BASED PAINT DISCLOSURE. Landlord represents that the residential dwelling(s) Premises were OR were not constructed before 1978. If the dwelling(s) were astructed before 1978, Landlord is subject to Federal law concerning disclosure of the sible presence of lead-based paint at Premises, and Landlord acknowledges that Broker informed Landlord of Landlord's obligations under the law. If the dwelling(s) were [1281 - rev. 01/13] Page 6 of 9 [Landlord: Broker:				



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.** □ Premises are not encumbered by any mortgage or deed of trust.
- B. E Landlord is current on all payments for all loans secured by Premises.
- C. Example 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.** 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.
 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. Z 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 □ has **OR** has no knowledge of the existence, removal or abandonment of any underground storage tank on Premises.
- 5) Premises \square are **OR** \square 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.



- 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.



3/20151 Cl	rear Souteaux	_	/		
Date Land	dlord Oscar E. Ganteaume		Date	Broker	C - I Dist
/					Sue J. Richey
Date Land	dlord				
/		_			
Date Land	dlord				
/					
Date Land	dlord				
******	********	******	******	*****	******
	Leasing Associ	ate Contact In	formation		
Leasing Associa	ate (Listing Agent):		Craig S. R	ichey	
Phone: (W)	(703) 463-9715	(Cell)			
Email:	info@richevpm	ı.com		(Fax)	(703) 537-5722

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I/We, Oscar E. Ganteaume

RICHEY AMETROWEST

LOCKBOX AUTHORIZATION

Owner(s) of the property local	ed at:			
(Address): 9419 Black Hawk	Court, Manassas Park	, VA 20111		
do hereby authorize Craig S. F	Richey			
a Richey Property Managemedoor of the above mentioned our house to prospective purinterest.	property in order to ass	sist real estate sales per	ople in the showing	of
In consideration of the above, Richey Property Management loss or liability arising from the in the future.	their Agents and all of	ther salespeople and bro	kers from any claim	ı,
Broker or Authorized Repre	sentative Date	Classer State Landlord	Jan 03/2	0/15 Date
		Landlord		Date







RICHEY AMETROWEST

ELECTRONIC SIGNATURE ADDENDUM TO LEASE AGREEMENT

This addendum is made and entered	d into on	to the Lease Agreement date	d:
Between Tenant(s):			
and Landlord(s): Oscar E. Ganteaur	ne		
for property known as: 9419 Black F	lawk Court, Mar	nassas Park, VA 20111	
In accordance with the Uniform Electronic Act, or E-Stand National Commerce Act, or E-Stand Transaction electronic signatures as an additional agree that either party may electronic the event a third-party to the transaction to the transaction be executed with the necessary documents as required.	Sign (the Act), a post, the parties of the parties of the sign ally sign or initial to contemplated the sign contemplated the sign of the	and other applicable local or state lo do hereby expressly authorize and a ling and/or initialing this Agreement. , as appropriate, by utilizing a digital so I by this Agreement requires that any	egislation regarding agree to the use of The parties hereby signature service. In documents relative
All other terms and conditions of this of	contract remain in	n full force and effect,	
Tenant	Date	Clasean Sufference C	Date
Tenant	Date	Landlord	Date



