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**EXCLUSIVE LANDLORD ASSISTANCE AGREEMENT**

BLOCK & ASSOCIATES REALTY hereinafter referred to as "BLOCK" agrees to lease the Owner property located at:

\_\_\_\_\_ Street \_\_\_\_\_ City \_\_\_\_\_ Zip \_\_\_\_\_ County

for the monthly rental amount of \$\_\_\_\_\_ by marketing the property to prospective tenants through our company marketing program and relocation services and through the Triangle Multiple Listing Service (TMLS).

"BLOCK" will show the property, acquire a credit report, collect and hold a security deposit equal to one month's rent from the prospective Tenant. Information on any prospective Tenant will be provided to Owner and acceptance of the Tenant will be at Owner discretion. Upon Owner approval, "BLOCK" will draw up a Rental Contract and collect the first month's rent, (in addition to the security deposit), before the prospective tenant takes possession. All monies collected will be held in "BLOCK'S" Trust Account until all parties sign the Rental Contract, and "BLOCK" closes file. At that time, "BLOCK" will disburse the security deposit to Owner to be held as a deposit for the duration of the Rental Contract term. When "BLOCK" disburses the security deposit to Owner, "BLOCK" will disburse the appropriate portion of the first month's rent to our Operating Account as payment, or partial payment, of the commission due. In the event that a pro-rated amount of rent is collected as the first month's rent, it is possible that the commission due could exceed the pro-rated rent amount. In such an event, the balance of the commission shall be due and payable upon the tenant's move-in.

The fees and commissions due to "BLOCK" from Owner are as follows:

- A. Commission for a Rental Contract of one (1) to seven (7) months shall eighty percent (80%) of one month's rent.
- B. Commission for a Rental Contract over seven (7) months and up to, and including, twenty three (23) months shall be equal to one full month's rent.
- C. Commission for a Rental Contract over twenty three (23) months shall be one and one half month's rent. In this case commissions equal to one month's rent shall be due and payable upon the tenant's move-in. The balance of the commission due, (one half of one month's rent), shall be due and payable from the 2nd month's rent.
- D. A marketing fee of \$300.00 shall be due and payable should the Owner withdraw the above property prior to "BLOCK" completing this transaction.
- E. If the tenant secured by "BLOCK" purchases the above property during any Rental Contract term or within six (6) months of the initial Rental Contract term expiration or any renewal term thereof, the Owner agrees to pay a commission of five percent (5%) of the gross sales price to "BLOCK", which shall be due and payable upon the closing of the property.

Should Owner fail to complete the transaction once a verbal agreement has been established, or once all parties sign the Rental Contract, "BLOCK'S" full commission is due and payable. Should Owner fail to complete the transaction once a ready, willing, and able prospective tenant has been found, "BLOCK'S" full commission is due and payable. In the event of a breach of this agreement by Owner, Owner shall be liable to "BLOCK" for all monies owed to "BLOCK" under this agreement, as well as any other damages, including, but not limited to, attorney fees, incurred by "BLOCK" in the collection of such amounts.

Should Owner and Tenant wish to renew the rental agreement at the end of the initial term of the Rental Contract, "BLOCK" will inspect the property on Owner's behalf and draft a Rental Contract Extension with the Tenant for the specified renewal term for a fee of \$400.00. The renewal fee is waived provided the property is under a Property Management Agreement with "BLOCK".

"BLOCK" is not responsible for any lost rents or any damage done by the Tenant once possession is delivered, nor is "BLOCK" responsible for any actions by the Tenant.

"BLOCK" is a full service real estate brokerage company that represents buyers, sellers, landlords, and tenants. Should "BLOCK" receive moneys from more than one party in a transaction, "BLOCK" shall act as a Dual Agent and a Dual Agency Agreement will be included with the Residential Rental Agreement at the signing of the Rental Contract. By executing this agreement in the spaces provided below Owner hereby acknowledge receipt of a copy of the North Carolina Real Estate Commission's Agency Relationship Description of Agent Duties and Relationships form and approve in advance "BLOCK'S" policy of representing both landlords and tenants through Dual Agency when applicable.

Owner Initial \_\_\_\_\_

Owner Initial \_\_\_\_\_

Owner agrees to cooperate with their "BLOCK" Agent to facilitate the leasing of the above property. The property may be shown through appointments made through "BLOCK". The Owner shall require that all inquiries or offers received regarding the above property be directed to their "BLOCK" agent. All negotiations shall be conducted through "BLOCK". "BLOCK" shall be identified as the contact firm with all agencies being notified of the property's availability.

**Fair Housing Compliance:** "BLOCK" AND THE BELOW SIGNED Owner(s) understand that "BLOCK" shall conduct all brokerage activities in regard to this agreement without respect to race, color, religion, sex, national origin, handicap or familial status of any tenant, prospective tenant, landlord, buyer, or seller, pursuant the applicable state and federal Fair Housing laws (hereinafter collectively referred to as "FHA"). By signing this Agreement, the undersigned Owner(s) agrees to adhere strictly to the terms of the FHA throughout the Owner(s)' relationship with "BLOCK," including but not limited to the duration of any lease term or renewal term as well as any time period in which "BLOCK" is marketing the property for sale or lease on behalf of the Owner(s).

This agreement shall be enforced for a term of ninety (90) days from the date the last signature is affixed below. This agreement shall run from the signing of this agreement on \_\_\_\_\_ to 11:59 p.m. on \_\_\_\_\_. Owner agrees that if upon the expiration or termination of this agreement, Owner accepts a rental offer presented by "BLOCK" or a rental offer presented by a prospect introduced to the property by "BLOCK", Owner will pay "BLOCK" the full commission as outlined on page 1.

Authority to use a combination Lock Box on the subject property is given for the benefit of the Owner and does not subject the Triangle Multiple Listing Service (TMLS) and/or "BLOCK" and/or its Agents to any liability whatsoever in connection with the publishing and/or dissemination of the listing information and the use of the combination Lock Box on the subject property. Furthermore, the undersigned owner understands and agrees that "BLOCK" shall not be held liable for any damages that are in any way related to the unauthorized entry (whether negligent and/or criminal) into the premises by other parties.

Owner represents that any known defects in the property have been disclosed to "BLOCK". Owner represents that Owner is current, and will remain current throughout the Rental Contract term, on any and all mortgages or other debts, including, but not limited to, homeowner association dues, taxes and insurance, tied to the property. Owner agrees to adhere and abide by any City, County and/or State ordinances. Owner to provide working utilities during the marketing term.

North Carolina Real Estate Law provides that any security deposit held on behalf of a Tenant, must be held in a bank account within the State of North Carolina (**Credit Unions of any kind are prohibited**). Owner acknowledges their understanding of this requirement.

Owner acknowledges that Agent is being retained solely as a real estate professional, and understands that other professional service providers are available to render advice or services to Owner at Owner's expense, including but not limited to an attorney, insurance agent, tax advisor, engineer, home inspector, environmental consultant, architect, or contractor. If Agent procures any such services at the request of Owner, Owner agrees that Agent shall incur no liability or responsibility in connection therewith.

If a dispute arises out of or related to this Agreement or the breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation before resorting to arbitration, litigation, or some other dispute resolution procedure, including, but not limited to, complaint filed with North Carolina Real Estate Commission. If the need for mediation arises, the parties will choose a mutually acceptable mediator and will share the costs equally.

Owner hereby acknowledges receipt of a signed copy of this Landlord Assistance Agreement. Owner further acknowledges and agrees that verbal negotiations are binding and enforceable.

**Agreed and Accepted:**

OWNER 1: \_\_\_\_\_ OWNER 2: \_\_\_\_\_  
Print Name Print Name

OWNER: \_\_\_\_\_ (Seal) OWNER: \_\_\_\_\_ (Seal)  
Signature Signature

DATE: \_\_\_\_\_ DATE: \_\_\_\_\_

PERMANENT/NEW MAILING ADDRESS \_\_\_\_\_  
Street

City State Zip

HM PHONE: \_\_\_\_\_ WK PHONE 1: \_\_\_\_\_ WK PHONE 2: \_\_\_\_\_

CELL 1: \_\_\_\_\_ CELL 2: \_\_\_\_\_ FAX: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

TENANTS SECURITY DEPOSIT WILL BE DEPOSITED AT: \_\_\_\_\_, NC  
If Block manages the property, Block will hold Tenant security deposit. Name of Bank City

**BLOCK & ASSOCIATES REALTY**

By: \_\_\_\_\_ License # \_\_\_\_\_ (Date)