



Block & Associates Realty
EXCLUSIVE LANDLORD ASSISTANCE AGREEMENT

This Exclusive Landlord Assistance Agreement is entered into by and between (Owner) and Block & Associates Realty (BLOCK).

IN CONSIDERATION of the mutual covenants and promises set forth herein, Owner hereby contracts with BLOCK, and BLOCK hereby contracts with Owner, to lease the property described below in accordance with all applicable laws and regulations, upon the terms and conditions contained herein:

Street City Zip County

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

This agreement, other than Part F (below) of this agreement, shall be enforced for a term of ninety (90) days. This agreement shall commence on and continue until 11:59 p.m. on. Owner agrees that if upon the expiration or termination of this agreement, Owner accepts a rental offer originally presented by BLOCK during the term of this agreement or a rental offer presented by a prospect introduced to the property by BLOCK during the term of this agreement, Owner will pay BLOCK the full commission as outlined on page 1.

BLOCK will show the property, receive Rental Offer/application, negotiate rental terms, 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.

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 be 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.
D. Should Owner fail to complete the transaction once a written agreement has been established, or once all parties sign the Rental Contract, BLOCK's full commission is due and payable.
E. A marketing fee of \$500.00 shall be due and payable should the Owner withdraw the above property prior to BLOCK's securing an approved tenant or before the expiration of this agreement.
F. If the tenant enters into a contract with the Owner to purchase the above property, the Owner agrees to pay a commission of five percent (5%) of the gross sales price to BLOCK, and said commission shall be due and payable upon the closing of the property.

Owner Initial (s) for this sale provision:



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" or a centralized showing service. 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.

Lease Renewals: Should Owner and tenant wish to renew/extend the Residential Rental Contract at the end of the initial term, or any subsequent renewal thereof, "BLOCK" will negotiate renewal terms, and upon Owner's approval draft the renewal Residential Rental Contract and obtain signatures. The fee for this service is \$400.00, payable in advance, and includes a property inspection by an independent third-party inspection service ("Inspector"). If property is managed by "BLOCK", see the Block & Associates Realty Exclusive Property Management Agreement.

Owner may request an interim inspection at any time at a cost of \$150.00 per inspection, including a Move-Out Inspection. All inspections must be paid for in advance. If property is managed by "BLOCK", see the Block & Associates Realty Exclusive Property Management Agreement.

"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.

Use of Tenant Personal Information; Indemnification; Non-Verification of Tenant Insurance.

- A. Owner acknowledges and understands that state and federal laws regulate the maintenance, dissemination, and disposal of certain personal information of consumers, such as Date of Birth, Social Security Number, Driver License Number, Account Numbers and other numbers that may be used to assess a person's financial resources. As part of its receipt of a rental application from tenant, "BLOCK" may receive and maintain certain personal, nonpublic information (hereinafter "private information") from tenant, and such private information may include, but is not limited to, the tenant's birth date, social security number, driver's license number, banking account information, employment information, prior addresses, and contact information regarding tenant's family members. Owner understands and agrees the need for such private information to be kept in the strictest of confidence; as such, Owner agrees that Owner shall never ask "BLOCK" to disclose such private information to the Owner or to any third party without the express, written consent of the tenant, though upon Owner's written request, "BLOCK" agrees to provide such private information to Owner's attorney relating to a pending lawsuit, or to Owner's licensed collection company, if any. Notwithstanding the foregoing, Owner agrees that "BLOCK" shall not, under any circumstances, provide Owner or any other party with a copy of any background report or credit report absent a subpoena or similar court order compelling the production of such documents. In consideration of "BLOCK's" disclosure of any such private information to either Owner's attorney or Owner's licensed collection company, Owner agrees to indemnify and hold "BLOCK" harmless from any and all claims that may arise from Owner's use or misuse of such private information.
- B. Should Owner require the tenant to obtain insurance coverage of any kind pursuant to a lease or addendum, Owner specifically agrees that "BLOCK" shall not, under any circumstances, be required to confirm the existence of such coverage or to verify the form, type, or amount of any coverage. Owner understands and agrees that any verification of insurance shall be performed by Owner personally (or via some other person acting on Owner's behalf, other than "BLOCK") and that Owner shall never request "BLOCK" to perform such verifications on Owner's behalf.

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"). Further, REALTORS® have an ethical duty to conduct such activities without respect to the sexual orientation or gender identity of any party or prospective party to this agreement. 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).

Marketing: Owner authorizes "BLOCK" to advertise the Property in such manner as may be appropriate in "BLOCK's" opinion, including, but not limited to, the authority to:

1. 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;
2. Place "For Rent" signs on the Property (where permitted by law and relevant HOA covenants) and to remove other such signs;
3. Submit pertinent information concerning the Property to any listing service of which "BLOCK" is a member or in which any of "BLOCK's" associates participate and to furnish to such listing service notice of all changes of information concerning the Property authorized in writing by Owner. Owner authorizes "BLOCK", upon execution of a rental contract for the Property, to notify the listing service of the rental, and to disseminate rental information, including rental price, to the listing service, appraisers and real estate brokers;
4. Display information about the Property on the Internet either directly or through a program of any listing service of which the "BLOCK" is a member or in which any of "BLOCK's" associates participate to display information about the Property on the Internet in accordance with the listing service rules and regulations. Owner specifically authorizes

the display of the address of the Property, automated estimates of the market value of the Property, and third-party comments about the Property;

5. Use any listing service of which "BLOCK" is a member or in which any of "BLOCK's" associates participate, to use, license or sell to others information about the Property entered into the listing service; and
6. To use the exterior photograph of the home in future advertising.

Pets: Tenants shall not shall be allowed to bring Pets onto the Property in accordance with "BLOCK's" company policy, a copy of which shall be provided to Owner and made a part of any rental agreement. Owner acknowledges and understands that whether or not pets are allowed, a person who has a demonstrated need for an assistance animal which alleviates one or more of the identified symptoms or effects of an existing disability has the legal right to be accompanied by an assistance animal in the Property, that no pet fee may be charged to such person, but that such person would be liable for any damage done by the assistance animal to the Property.

Pet Occupied Property: To ensure that the property is being properly cared for, the Owner requires that tenants with pets submit to an initial 6-month "Pet Inspection." This inspection is to assure the Owner that the property is being well maintained and that the pet living at the property is not causing damage. This report will be completed by the Inspector. The cost for this inspection is paid for and collected from the tenant prior to the beginning date of the Lease. Tenant will remit a minimum (at Owner's discretion) non-refundable pet fee of \$300.00. This fee will be dispersed as follows: \$125.00 to "BLOCK" to coordinate and/or order the initial 6-month Pet inspection from Inspector; \$175.00 to Owner.

Sewage Disposal: Owner represents that the Property is served by (check one): public sewer septic tank. If served by a septic tank, Owner understands and acknowledges that occupancy will be limited to the number of bedrooms permitted by the septic permit.

Occupancy Limits: Owner understands and acknowledges that whether the Property is served by public sewer or septic system, occupancy of the Property shall generally be limited to two persons per bedroom, but that other factors, including local occupancy limits and **State and Federal Fair Housing laws**, may affect maximum occupancy of the Property.

Owner represents that any known defects (including, but not limited to, mold, any alleged environmental or habitability issue, or the failure of any equipment or electrical or plumbing system, or any structural defects) in the property, or any limits or restrictions imposed by any Homeowner's Association, 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 that Owner is permitted by the Homeowner's Association to rent the property to tenant(s). Owner agrees to adhere and abide by any City, County and/or State ordinances.* Owner to provide working utilities during the marketing term.

Immediately upon signing this Agreement, Owner shall notify BLOCK if the Property is part of a Homeowners' Association (HOA), and in the event the Property is part of an HOA, the Owner shall investigate with HOA and verify that the HOA permits Owner to lease the Property. Owner understands and agrees that BLOCK has no duty whatsoever to ensure that the HOA will permit Owner to lease the Property.

Owner/Condo Association

Name of association / Community: _____

Name of association property manager: _____

Property manager phone number: _____

Association website address, if any: _____

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 "BLOCK" 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 "BLOCK" procures any such services at the request of Owner, Owner agrees that "BLOCK" shall incur no liability or responsibility in connection therewith.

Use of Electronic Means; Notice. The parties agree that electronic means may be used to sign this Agreement or to make any modifications the parties may agree to, and that any written notice, communication or documents may be transmitted to any mailing address, e-mail address, cell phone number or fax number used by the parties to communicate during the course of this Agreement. Either party may change the address to which any notice or documents should be sent by written notification to the other party in a manner permitted by this paragraph.

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: _____ (Seal) _____
Print Name Signature Date
I am I am not a foreign investor.

ENTITY OWNER (Name of LLC/Corporation/Partnership/Trust/etc.) Owner/Officer/Manager/Trustee (Seal) Date
Entity is domiciled in _____ (city, state, and country).

Print Name of Owner/Officer/Manager/Trustee Title

PERMANENT/NEW MAILING ADDRESS:

Primary/ Cell Home Work Alt 1/ Cell Home Work Alt 2/ Cell Home Work
E-Mail: _____

OWNER 2: _____ (Seal) _____
Print Name Signature Date
I am I am not a foreign investor.

PERMANENT/NEW MAILING ADDRESS:

Primary/ Cell Home Work Alt 1/ Cell Home Work Alt 2/ Cell Home Work
E-Mail: _____

TENANT SECURITY DEPOSIT WILL BE DEPOSITED AT:

Name of Bank City _____, NC
If Block manages the property, Block will hold tenant security deposit.

BLOCK & ASSOCIATES REALTY

By: _____ License # _____ DATE: _____
Agent Signature