

EXCLUSIVE RENTAL LISTING AGREEMENT

THIS AGREEMENT dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between \_\_\_\_\_ hereinafter designated as "OWNER" and "Bell-Anderson & Associates, LLC, Property Management" hereinafter designated as "AGENT".

WITNESSETH: In consideration of the mutual promises and covenants herein contained, Owner/Agent agrees as follows.

1. EXCLUSIVE AGENCY: The Owner hereby exclusively appoints Agents to rent the property known as \_\_\_\_\_ for the period of ninety (90) days beginning on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. Should agreement be terminated by Owner prior to its ending date, a cancellation fee of \$250 shall be due to Agent immediately.

2. RENTING OF PREMISES: Agent shall use best efforts to rent vacant space. The Owner authorizes the Agent to enlist the services of other Real Estate Brokers to aid in renting of said premises.

3. CONDITIONS OF PROPERTY: 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. Owner acknowledges that Agent has made no representation regarding conditions of property unless specifically set forth herein.

4. OWNER RESPONSIBILITY: Owner is responsible for doing the Move-In/Move Out Inspection with the Tenant and for changing the utilities.

5. SEPARATION OF OWNERS MONIES: All money received by Agent for; or on behalf of the Owner, less any sums properly deducted by Agent pursuant to any of the provisions of this agreement shall be deposited in a Trust Account maintained by Agent for the deposit of monies of Owners, and shall not be co-mingled with the funds of the Agent. Agent will not be liable in the event of bankruptcy or failure of a depository.

6. LEASE COMMISSION: Owner agrees to pay Agent a commission of **(This section has been omitted for anti-trust purposes. Please contact Bell-Anderson directly for information on rates)**. The commission will be deducted from the Move-In funds collected by Agent from the Tenant. The Owner acknowledges that should an approved applicant forfeit his/her deposit after being approved as a Tenant, said deposit 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.

7. OTHER CHARGES: All the fees charged to any prospective tenant for the purpose of accessing credit reports are retained by the Agent. The Agent does make a small profit from the credit report fees.

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

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

10. INDEMNITY: Owner agrees to indemnify, defend and hold harmless said Agent against any and all claims arising from the premises, act of Owner to third parties on or about the premises, acts of Agent and/or employees performed with the express or implied consent of Owner, any costs incurred, attorney fees and expenses incurred by Agent in connection with any such claim. Agent shall not be responsible for arranging or supervising maintenance and/or repairs.

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

12. LEAD BASED PAINT 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 and owners must disclose the presence of known lead based paint.

**Owner's Acknowledgement relating to the property (INITIAL IF APPLICABLE)**

- Known lead based paint/hazards are present
- Has no knowledge of lead based paint/hazards
- Has provided lead based paint/hazard records
- Has no records pertaining to lead based paint/hazards

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**AGENCY DISCLOSURE**: Washington State Law requires all Real Estate Licensees disclose to all parties whom they represent. You are hereby advised that all Brokers of Bell-Anderson & Associates, LLC, are Brokers of the Property Owner. Owner acknowledges receipt of Agency Law Pamphlet.

**INITIALS** \_\_\_\_\_/\_\_\_\_\_

13. SIGNAGE/ADVERTISING: The Owner will incur charges for posting any signs and advertising (newspaper and internet) of property. These charges are to be reimbursed to the Agency

14. PROPERTY DESCRIPTION: Please see attached Property Information Sheet.

15. ADDENDUM ATTACHED: Yes: \_\_\_\_\_ No: \_\_\_\_\_ If Addendum is attached hereto, it shall become a part of this Agreement.

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

AGENT (or DESIGNEE) SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

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

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

DESIGNATED BROKER: \_\_\_\_\_ DATE: \_\_\_\_\_

SAMPLE

**BELL-ANDERSON PROPERTY MANAGEMENT**

**NEW ACCOUNT SET-UP SHEET**

Owner Name \_\_\_\_\_

Owner Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Cell # \_\_\_\_\_ Work # \_\_\_\_\_

E-Mail Address \_\_\_\_\_

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Rental Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Rent \_\_\_\_\_ Deposit \_\_\_\_\_

Utilities and Expenses Paid \_\_\_\_\_

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Property Manager \_\_\_\_\_ Property Management Fee% \_\_\_\_\_

Reserve \$ \_\_\_\_\_ Commission \$ \_\_\_\_\_

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**Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards**

**Lead Warning Statement**

*Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.*

**Lessor's Disclosure**

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

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

\_\_\_\_\_

(ii) \_\_\_\_\_ 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 (i) or (ii) below):

(i) \_\_\_\_\_ 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).

\_\_\_\_\_

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

**Lessee's Acknowledgment (initial)**

(c) \_\_\_\_\_ Lessee has received copies of all information listed above.

(d) \_\_\_\_\_ Lessee has received the pamphlet *Protect Your Family from Lead in Your Home*.

**Agent's Acknowledgment (initial)**

(e) \_\_\_\_\_ Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

**Certification of Accuracy**

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

_____ Lessor	_____ Date	_____ Lessor	_____ Date
_____ Lessee	_____ Date	_____ Lessee	_____ Date
_____ Agent	_____ Date	_____ Agent	_____ Date

## Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type  
See Specific Instructions on page 2.

Name (as shown on your income tax return)	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ..... <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code	
List account number(s) here (optional)	

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number	
or	
Employer identification number	

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

#### Definition of a U.S. person.

For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

#### Special rules for partnerships.

Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,