



Est. 1981

## **RENTAL LISTING AGREEMENT**

In consideration of the covenants contained herein, \_\_\_\_\_ (hereinafter called "Owner") and **John C. Formant Real Estate, Inc.** (hereinafter called "Agent") agree as follows:

1. The undersigned Owner(s) hereby grant(s) the Agent the **EXCLUSIVE** right to list the property located at \_\_\_\_\_, Washington, DC, for rent at a price of \$\_\_\_\_\_ per month plus the following utilities:  
\_\_\_\_\_ % (gas) \_\_\_\_\_ % (elect.) \_\_\_\_\_ (water) \_\_\_\_\_ % (other).  
The property will be available for occupancy as of \_\_\_\_\_.
2. This Rental Listing agreement that shall become effective on \_\_\_\_\_ and shall expire upon notice from owner.
3. Any special provisions are to be listed below (in the space provided). Special provisions which are not listed below may not be included in any sub-sequent Lease Agreement.
4. Owner(s) agree to pay leasing fee when an applicant/tenant is obtained during the term of this Agreement or any extension thereof, who is ready, willing and able to lease property on the terms and conditions set forth herein or any variance from those terms to which the owner(s) may agree. Furthermore, owner(s) agree to pay leasing fee if the property is rented during the term of this Listing Agreement or any renewal or extension thereof, or within 30 days of the expiration thereof, to anyone to whom the property had been shown by Agent, or to anyone to whom the property had been shown by any other persons or firms during the original listing term. Said leasing fee is agreed to be an amount equal to **one month's rent**, due to John C. Formant Real Estate, Inc., unless the Owner(s) sign a Property Management Agreement in which case the leasing commission shall be  $\frac{3}{4}$  of one month's rent, said commission to be deducted from the first month's rent.
5. Agent is authorized to place a "FOR RENT" sign on premises.
6. This property shall be offered in accordance with all Federal and District of Columbia laws, ordinances and regulations governing fair housing as well as other pertinent laws without regard to race, color, religion, natural origin, sex, age, marital status, ancestry, personal appearance, sexual orientation, presence of children, familial status, physical or mental handicap, political affiliation, matriculation, source of income or place of residence/business.
7. Owner(s) do/do not (**circle one**) wish John C. Formant Real Estate, Inc. to act as the Managing Agent for the property during the period for which the property is rented and any extensions or renewals thereof. If John C. Formant Real Estate, Inc. does act as the Managing Agent for the property, Owner(s) agree to sign a Property Management Agreement.
8. Owner(s) agree to clean the premises prior to tenancy and to insure that all appliances and mechanical systems are in working condition.
9. The Agent's sole duty is to affect the rental of the subject property. Neither Agent nor any sub-agents are responsible for vandalism, theft or damage of any nature whatsoever to the property, nor is Agent charged with the custody of the property, its

management, maintenance, upkeep or repair unless a separate Property Management Agreement has been signed by Agent and Owner(s).

10. It is hereby agreed that in the event that any applicant whose application has been approved fails to occupy the rental unit for which he/she has applied, any money forfeited shall be evenly divided between Agent and Owner(s).
11. Owner(s) agree to fully indemnify, defend at owners' expense and hold the Agent harmless from and against all claims, losses, costs and liabilities arising out of damage to property or injury to or death of persons (including the property and persons of the parties hereto and their agents, subcontractors and employees occasioned by or in connection with the use, leasing, management, operation, ownership, maintenance or control of the premises unless caused by the negligence or willful misconduct of the Agent. Owner(s) shall indemnify, defend and save the Agent harmless from and against all legal fees incurred by Agent in protecting the interests of Owner(s) under this contract including but not limited to legal fees incurred in a suit by a tenant over a security deposit or by an applicant over any money deposited.
12. Are pets accepted?      Dogs \_\_\_\_\_      Cats \_\_\_\_\_      Other \_\_\_\_\_
13. Owner(s) agree to provide Agent and prospective Tenant will all information regarding lead-base paint in the property. Owner(s) agree to complete and sign the attached lead-base paint disclosure form, as is required by the Residential Lead-Based Paint Hazard Reduction Act of 1996 (Title X, Section 1018).
14. Special provisions: \_\_\_\_\_

**THIS IS A LEGALLY BINDING CONTRACT. PLEASE READ BEFORE SIGNING.**

\_\_\_\_\_  
John C. Formant Real Estate, Inc. (Agent)      Date

\_\_\_\_\_  
Owner      Date      --      SSN      --

\_\_\_\_\_  
Owner      Date      --      SSN      --

Owner's mailing address:      Owner's phone numbers:

\_\_\_\_\_  
(Home) \_\_\_\_\_

\_\_\_\_\_  
(Work) \_\_\_\_\_

(Fax) \_\_\_\_\_