

EVERLY REAL ESTATE

Office ~ Retail ~ Industrial ~ Land

COMMERCIAL AND INDUSTRIAL-NON-MANAGEMENT EXCLUSIVE RIGHT TO SELL or LEASE LISTING AGREEMENT

This Agreement is made on _____, by and between _____
" Owner's" or "Landlord" and Everly Real Estate LLC, "Broker".

In consideration of providing the services and facilities described herein. The Broker is hereby granted the exclusive right to sell the property know as _____, containing approximately _____ Gross square feet.

Property" Legal Description
Tax ID # _____

1. The Owner offers the property for SALE for a price of \$_____ per square foot, \$_____.

2. The Broker and the Sales Associate shall promote the interests of the Owner by: (a) performing the terms of this Agreement; (b) seeking a purchaser/tenant(s) at a price and terms agreed upon herein or otherwise acceptable to the Owner, however, the Broker and the Sales Associate shall not be obligated to seek additional offers to lease the property while the property is subject to a lease agreement or a letter of intent to lease under which the purchaser/tenant has not yet taken possession unless stated below in Paragraph 19. "Other Terms" or as the letter of intent to lease so provides; (c) presenting in a timely manner all written offers or counter-offers to and from the Owner even when the Property is already subject to a sales/lease agreement or a letter of intent to sell/lease; (d) disclosing to the Owner all material facts related to the Property or concerning the transaction of which the Broker and Sales Associate have actual knowledge; (e) accounting for in a timely manner all money and property received in which the Owner has or may have an interest. Unless otherwise provided by law or the Owner consents in writing herein or elsewhere to the release of the information, the Broker and the Sales Associate shall maintain the confidentiality of all personal and financial information and other matters identified as confidential by the Owner, if that information is received from the Owner during the brokerage relationship. In satisfying these duties, the Broker and the Sales Associate shall exercise ordinary care, comply with all applicable laws and regulations and treat all prospective buyers honestly and not knowingly give them false information; and the Broker and Sales Associate shall disclose to prospective buyer/tenant all material adverse facts pertaining to the physical condition of the Property which are actually known by them. In addition, the Broker and the Sales Associate may provide assistance to a purchaser/tenant or prospective purchaser/tenant by performing ministerial acts that are not inconsistent with the Broker's and the Sales Associate's duties under this Agreement. The Owner acknowledges that the Broker and Sales Associate and any cooperating brokers and sales associates may act on behalf of the Owner as the Owner's representatives.

Buyer/Tenant representation occurs when buyers/tenants elect to use the services of their own broker known as a buyer/tenant representative to act on their behalf.

Dual Representation occurs when a landlord and buyer/tenant in one transaction are represented by the same Broker and the same Sales Associate, When the parties agree to dual representation, the ability of the Broker and the Sales Associate to represent either party fully and exclusively is limited. The confidentiality of all information of all clients shall be maintained as above.

Designated representation occurs when a landlord and buyer/tenant in one transaction are represented by different Sales Associates 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 buyer/tenant or only the owner in a specific real estate transaction. Except for disclosure of confidential information to the Broker. Each Designated Representative is bound by the confidentiality requirements as above. The Broker remains a dual representative.

Dual representation: The Owner consents to dual representation ____ The Owner does not consent to dual representation ____ which means the Owner does not allow the Property to be shown to a tenant listed with the Broker through the same Sales Associate.

Designated representation: The Owner consents to designated representation ____ . The Owner does not consent to designated representation ____ which means the Owner does not allow the Property to be shown to a tenant represented by the Broker through another Designated Representative associated with the firm.

The Broker will notify other associates within the firm whether the Owner consents or does not consent by selecting "Y" (Yes) or "N" (No) at the Designated Representation prompt when entering listing date into the MLS.

3. Broker shall indemnify Owner against any and all claims resulting from the errors, omissions and/or negligence of Broker, Broker's Agents, employees or sub contractors. Broker shall not enter into any lease or sale agreement that may be binding on Owner, or obligate Owner, without Owner's signature on such agreement or the written authorization of Owner to enter into a lease or sale agreement.

4. (a). The Owner shall pay the Broker compensation of six percent (6 %) of the total initial lease/sale revenue, in cash if, during the term of this Agreement the Broker produces a Tenant who is also represented by another Broker, ready willing and able to lease/purchase the Property. If the Broker produces a Tenant/Buyer that is not represented by another Broker, The Owner shall pay the Broker compensation of four and 1/2 percent (4.5%), (but not less than one month's rent) of the total initial lease/sale revenue. Compensation shall be payable to Broker at the time of lease ratification or closing settlement by Landlord and Tenant/ Seller and Buyer. The compensation is also earned if within sixty (60) days after the expiration or termination of this Agreement, a lease/purchase agreement is ratified with a ready, willing and able Tenant/Buyer to whom the Property was shown by Everly Real Estate LLC during the term of this Agreement, provided, however, that the compensation need not be paid if a lease agreement is ratified on the Property while the Property is listed with another real estate company, unless such lease agreement was under negotiation during the term of this Agreement and Broker notified Owner in writing, within twenty-four hours after the expiration of this Agreement, to exclude such

Tenant from any subsequent listing agreement.

(b). The Broker acknowledges receipt of a retainer fee in the amount of n/a , which shall OR shall not be subtracted from any compensation due the Broker under this Agreement. The retainer fee is non-refundable and is earned when paid.

(c). The Broker shall offer compensation as indicated: 50% Cooperating Tenant/Buyer Representative Compensation and 50% Cooperating Landlord/Seller Representative Compensation

Note: Compensation shall be shown by a percentage of gross sale or lease price. The Broker has authority to revise cooperating compensation amounts upon written notice to the Owner: Yes X
 No

5. The Owner retains full responsibility for the Property, including all utilities, maintenance, physical security and liability during the term of the Agreement, unless otherwise agreed to in writing.

6. This Property shall be shown and made available without regard to race, color, religion, sex, handicap, familial status or national origin as well as all classes protected by the laws of the United States, the Commonwealth of Virginia and applicable local jurisdictions.

7. No Multiple Listing Service or Association of REALTORS is a party to this Agreement and no Multiple Listing Service or Association of REALTORS sets, controls, recommends or suggests the amount of compensation for any brokerage service rendered pursuant to this Agreement, whether by the listing broker or by any other broker.

8. In consideration of the use of the Broker's services and facilities and of the facilities of any REALTORS Multiple Listing Service, the Owner and Owner's heirs and assigns hereby release the Broker, all associates accompanying tenants or prospective tenants, any REALTORS 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 liability to the Owner for vandalism, theft, or damage of any nature whatsoever to the Property or its contents during the term of this Agreement. During the term and any extensions of this listing agreement, Owner agrees to refer all inquiries about the leasing of space in the Property to Broker. Owner waives any and all rights, claims, and causes of action against those named above and holds them harmless for any property damage or personal injury arising from the use or access to the Property by any person during the term of this Agreement, except for malfeasance on the part of such parties.

9. Virginia licensed real estate salespersons and appraisers, inspectors or other persons may require access to the Property to facilitate and/or consummate a sell agreement. Authorization is granted to the Broker to show the Property during reasonable hours. In the event anyone produces a tenant ready, willing and able to lease the Property, the Owner will sign a lease agreement, and any other documents deemed to be necessary, enforceable in the Commonwealth of Virginia.

10. Broker is authorized to accept a deposit from any prospective buyer. Provided Broker has not been compensated pursuant so Paragraph 3. herein, any deposits held in escrow for the

Owner which are forfeited due to default or other reasons, shall be divided between the Owner and Broker, 50 % to Owner and 50 % to Broker except that Broker's portion thereof shall not exceed the compensation provided for herein.

11. The Owner, and not Broker, shall be responsible for making all disclosures, if any, required by the Virginia Horizontal Property Act at Vs. Code 55-79.39 et.seq., the Virginia Real Estate Cooperative Act at Vs. Code 55-424 et seq., and the Virginia Property Owners Association Act Va. Codes 55-508 through 55-516.

12. The Owner agrees to hold Broker harmless from any liability or damages arising from any incorrect information supplied by the Owner or any information, which the Owner fails to supply.

13. The Property shall be available for occupancy by sixty (60) days after execution of purchase agreement.

14. The following tenant deposits shall be required: Intentionally Omitted

15. This Exclusive Right to Lease will expire at midnight on _____.

16. The Broker shall make a blanket unilateral offer of cooperation and compensation to other brokers in any Multiple Listing Service that the Broker deems appropriate, The Broker shall disseminate information regarding the Property, including the entry date, rent amounts, final rent amount and all terms, end expired or withdrawn status, by printed form and/or electronic computer service during and after the expiration of this Agreement.

17. Authority is granted to the Broker to place a "For Lease"/ "For Sale" sign or signs on the Property and to remove all other such "For Sale" signs and (b) place a common key safe on the Property if deemed necessary and/or provide all keys necessary to obtain full access so the Property.

18. If action is instituted on this Agreement to collect compensation or commissions, Owner agrees to pay such sum as the Court may award as reasonable attorney's fees and costs.

19. The Owner is ___ OR is not ___ a real estate licensee active/inactive. The terms and conditions of this Agreement must be used as a basis for presenting the Property to prospective buyers, and, unless amended in writing, contain the final and entire Agreement between the parties hereto. The parties shall not be bound by any terms, conditions, oral statements, warranties or representations not herein contained. Seen and agreed and receipt of a signed copy of this Agreement is hereby acknowledged.

Owner's

Owner: _____

Owner: _____

Date: _____

Broker: Everly Real Estate

Date: _____