



418 East Savannah Road
Lewes DE 19958

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EXCLUSIVE RENTAL LISTING AGREEMENT

- 1. This Listing Agreement will run for a 12-month period beginning October 1, . This agreement may be cancelled by either party hereto 30 days after written receipt of cancellation, but all confirmed reservations up to and including the date of cancellation, for the current year, will be honored by the Landlord.
2. Landlord authorizes Rental Agent to execute leases or subleases on his or her behalf on standard lease forms supplied by Rental Agent under the terms of this agreement or under any other terms mutually agreed to in writing. Landlord agrees that all present or future regulations, of local, state or federal authorities covering zoning, safety, fair-housing, and other requirements must be fully complied with and to that end directs and authorizes Rental Agent to comply with said requirements.
3. Landlord agrees, in order to avoid unnecessary repair and inconvenience during rental periods to have air conditioning and appliances serviced. Landlord also agrees to have unit spring cleaned and carpets and bedspreads, bed pads and throw rugs laundered or dry cleaned at owner's expense by March 1st and monthly, if needed.
4. Commission rates are % of gross rentals, deductible from the first payment or deposit. Landlord hereby acknowledges that the relationship of Landlord-Tenant is created through the offices and services of Lewes Realty, Agent, acting as agent of the Landlord to whom the Landlord is hereby bound to pay for such services a commission equal to the above per centum of the total rent herein agreed upon. If at any time during the two (2) calendar years beginning January 1st after the termination hereof, the Landlord should re-lease the property to the Tenant for a future term, there shall be due and payable to said Agent from the Landlord a further commission of the total rent fixed in any such release.
5. All such leases will be honored by the Landlord whether or not the Landlord has been notified. Agent is specifically authorized to sublet the premises where the tenant is in default, either because of his / her absence, or for other reasons set forth below.
6. Agent is authorized to terminate any lease if, in his/her discretion, the tenant is objectionable, and the tenant is in breach of his/her lease.
7. Agent is authorized to terminate any lease and refund any deposit or rent, or any portion thereof in the event that, in his/her discretion, the premises are unfit for tenancy or are not adequately furnished.
8. Agent is authorized to expend such sums as in his/her discretion may be necessary to make the premises habitable, including but not limited to, reasonable repairs and cleaning and to deduct such sums from rental payments. Agent is specifically authorized to make adjustments in any rent when, in the agent's discretion, a mechanical failure occurs (not resulting from an act of the Tenant) including but not limited to, air conditioning, heating, plumbing and major appliances which cannot be repaired within a reasonable period of time. A reasonable period of time for the repair of water supply, hot water supply, heat or sewerage system failures shall be 48 hours. In the event the repairs cannot be made within 48 hours, and shall go unrepaired for the entire term of the lease, then the Tenant shall be entitled to a rebate equal to 25% of the total rent. In the event that repairs are made during the term of the lease, but not within the prescribed 48 hours, the amount of the rebate shall be pro-rated accordingly. A reasonable period of time for the repair of central air conditioning and major appliances failures shall be 48 hours and rebates shall be made as described above. The amounts of rebate shall be as follows:
Central Air Conditioning - 20% Refrigerator - 15% Washer - 5% Dryer - 5% Dishwasher - 5% Range - 15%
9. Agent will furnish the Landlord with a copy of all leases. Agent will process and remit all deposits and rent payments, subject to the above conditions, as soon as possible after the close of the calendar month in which said sums are collected, allowing a reasonable time for personal checks to clear the bank and the necessary accounting process. Receipts are processed through Lewes Realty Money Market or a cash management account. Agent will submit upon request a complete accounting for all receipts and disbursements.
10. Unless otherwise provided, utilities, trash collections and outside maintenance including lawn or yard care, will be included in rent. Telephone toll charges, if any, will be collected by the Landlord.
11. IN THE EVENT THE LANDLORD DESIRES TO OCCUPY THE PROPERTY HIMSELF/HERSELF, HE/SHE WILL FIRST DETERMINE FROM THE AGENT THAT THE PROPERTY IS NOT RENTED, NOR HAVE ANY COMMITMENTS OR LEASES BEEN MADE FOR THE RENTAL THEREOF. IN THE EVENT THAT SUCH COMMITMENTS OR LEASES HAVE BEEN MADE, THEY WILL BE HONORED BY THE OWNER. IN THE EVENT THE OWNER OCCUPIES THE PROPERTY AFTER THE FIRST CHECK-IN, THE UNIT WILL BE CLEANED PRIOR TO THE NEXT TENANTS OCCUPANCY.
12. The Landlord authorizes the Agent to display a "For Rent" sign on the property wherever allowed.
13. Landlord acknowledges that he/she has read this Agreement in its entirety prior to execution thereof, and further acknowledges that he/she understands the terms of said agreement and that he/she fully agrees hereto.
14. LANDLORD WILL FURNISH THE AGENT WITH NO LESS THAN SIX KEYS, or Agent will have them made and charge Landlord's account. Number of keys received . Furthermore, a complete inventory of items in the unit must be furnished by Landlord.
15. Agent's acceptance of this Agreement is subject to satisfactory inspection of the property within ten days from date herein and periodic inspection of said property thereafter for the purpose of compliance of Paragraph 3 above.
16. Landlord authorizes Agent to engage, on Landlord's behalf, other suppliers to clean, service and make repairs to the property at such times as Agent in its discretion deems necessary or appropriate. Agent will use due care in selection of such other suppliers but shall not be responsible for their performance of the services they are engaged to supply. Landlord agrees to pay the charges for the services rendered by such suppliers.
17. For emergency reasons, all weekly rentals must have working telephone & number during summer rental season. In the event the owner fails to install a local phone, Lewes Realty will have a working phone installed and deduct from owners income all fees applicable for installation and service.
THIS IS A RENTAL LISTING AGREEMENT AND NOT A PROPERTY MANAGEMENT AGREEMENT. Landlord agrees that Agent shall be responsible only for the performance of those duties expressly agreed to herein by Agent and shall not be responsible for the performance of others acts or duties, even though Agent may perform other acts or duties from time to time. Agent shall be fully responsible for all duties and acts which it has expressly agreed to perform in this agreement and Landlord hereby waives all other claims arising either directly or indirectly from any act of omission or commission of Agent.
18. It is mutually agreed that Lewes Realty is acting as Agent only and has no liability to Landlord or Tenant for the performance of any term or covenant of the Lease Agreement; and has no liability to the Tenant or anyone else if for some unknown reason it should later be determined that the premises do not meet with requirements of governmental authorities.
19. This agreement is binding on the parties hereto, their heirs, executors, administrators, successors and assigns, as the case may be.
20. DISCLOSURE: Lewes Realty and its agents are representing the Landlord's interest and have fiduciary responsibilities to the Landlord, but are obligated to treat all parties fairly, without breaching the fiduciary responsibilities to the Landlord, Lewes Realty and its agents may provide a potential Tenant with information about properties, show properties, and have the duty to respond accurately and honestly to a potential Tenant's questions, disclose material facts about properties, and offer properties without unlawful discrimination.

Address of Property \_\_\_\_\_ Unit #: \_\_\_\_\_
Property Owner(s) \_\_\_\_\_ Home Phone: \_\_\_\_\_
Home Address \_\_\_\_\_ Office Phone: \_\_\_\_\_
\_\_\_\_\_ Rental Phone: \_\_\_\_\_
Tax ID. \_\_\_\_\_ Social Security No. \_\_\_\_\_ e-Mail \_\_\_\_\_
Fri. \_\_\_\_\_ Sat. \_\_\_\_\_ Sun. \_\_\_\_\_ Full Season \_\_\_\_\_ Year-Round \_\_\_\_\_ Key # \_\_\_\_\_

- Landlord agrees to supply the following items and services. PLEASE CHECK
\_\_\_\_\_ Bedrooms \_\_\_\_\_ Dishwasher \_\_\_\_\_ TV (#) \_\_\_\_\_ Coffee Pot \_\_\_\_\_ Blankets \_\_\_\_\_ ScreenPorch \_\_\_\_\_ Pool \_\_\_\_\_ Stereo/CD
\_\_\_\_\_ Baths \_\_\_\_\_ Washer/Dryer \_\_\_\_\_ CATV /SAT \_\_\_\_\_ Toaster \_\_\_\_\_ Iron \_\_\_\_\_ Deck (#) \_\_\_\_\_ Tennis \_\_\_\_\_ O/S Shower
\_\_\_\_\_ AC Central \_\_\_\_\_ Microwave \_\_\_\_\_ Phone \_\_\_\_\_ Vacuum \_\_\_\_\_ Iron Board \_\_\_\_\_ Heat \_\_\_\_\_ Fireplace \_\_\_\_\_ Garage (# Car)
\_\_\_\_\_ AC Units \_\_\_\_\_ Grill \_\_\_\_\_ DVD (#) \_\_\_\_\_ VCR

Please fill in bed sizes:
Bedroom: \_\_\_\_\_
#1 \_\_\_\_\_
#2 \_\_\_\_\_
#3 \_\_\_\_\_
#4 \_\_\_\_\_
#5 \_\_\_\_\_
#6 \_\_\_\_\_
Living Room \_\_\_\_\_
Den \_\_\_\_\_
Other \_\_\_\_\_
Miscellaneous Info:
\_\_\_\_\_ Parking Spaces
\_\_\_\_\_ Elevator
\_\_\_\_\_ Boat Dock
\_\_\_\_\_ Circuit Breaker (s) Location
Occupancy Limit \_\_\_\_\_

Lewes Realty is hereby authorized to have property cleaned before each tenant. Property will be cleaned on a weekly basis unless specifically authorized.

Owner's Repair Service:
Cleaning \_\_\_\_\_
Gen. Maint. \_\_\_\_\_
Plumber \_\_\_\_\_
Appliance \_\_\_\_\_
Air Cond. \_\_\_\_\_

Table with 3 columns: Dates, Rates, Owner Occupancy Dates. Multiple empty rows for data entry.

Accepted by \_\_\_\_\_
Landlord \_\_\_\_\_ Date \_\_\_\_\_ Agent for Lewes Realty \_\_\_\_\_ Date \_\_\_\_\_