



RESIDENTIAL PROPERTY LEASE ONLY AGREEMENT

This AGREEMENT, made this _____ day of _____ 20____, between _____, hereafter designated as "Owner" and 5 Star Property Management, LLC hereinafter designated as "Broker".

EXCLUSIVE AGENCY: The Owner hereby appoints Broker to rent the property known as:

From: _____ **to:** _____. All inquiries for any lease shall be referred to Leasing Broker, and all negotiations connected therewith shall be conducted solely by or at the discretion of the Leasing Broker.

LEASING COMMISSION: Owner agrees to pay Broker a commission equivalent to one half month's rent if a tenant acceptable to Owner is found during this contract. Broker may retain the fee from any funds collected.

MARKETING: The Broker is authorized to advertise the property, or portions thereof, for rent, using periodicals, signs, brochure, or other such mean as Broker may deem proper and advisable. Broker is authorized to place signs on the property advertising the property for rent, provided such signs comply with applicable laws. The cost of such advertising will be paid by the Owner. Owner agrees to Broker's periodic review and adjustment of rental amount to respond to current market conditions.

DUTIES AND RESPONSIBILITIES OF OWNER

1. **Indemnifications for all acts or non-actions by Owner:** To indemnify, defend and save the Broker harmless from all claims, suits, investigations and litigations arising from actions or failures to act of the Owner, regardless of the nature or character of the claim. Further, the Owner agrees that his actions and activities shall comply fully with all applicable state, federal and local laws, statutes, ordinances, regulations and agreement. And the Owner shall indemnify and hold the Broker harmless against any claims, suits or litigation, including legal expenses, resulting from the Owner's non-compliance or violation.
2. **Owner to pay Broker's defense expense:** To pay all expenses by the Broker including, but not limited to reasonable attorney's fees and Broker's costs and time in connection with any claim, proceeding or suit involving an alleged violation by the Broker or Owner or both, provided however, that the Owner shall not be responsible for Broker for any such expenses in the event the Broker is finally adjudicated to have personally, and not in a representative capacity, violated the law. Nothing contained herein shall obligate the Broker to employ counsel to represent the Owner in any such proceeding or suit. The Owner also agrees to pay reasonable expenses incurred by the Broker in obtaining legal advice regarding compliance with any law affecting the premises or activities related thereto. A billing from an attorney giving such advice to Broker shall be conclusive evidence of reasonable attorney's fees.

3. **Indemnities to remain in force:** All indemnities covenanted by Owner in this agreement shall remain in force beyond the termination of this agreement, whether termination is by expiration of time, operation of law, or otherwise.

SCREENING: Broker shall submit application to a screening agency for background check. The background checks generally include a credit report, criminal history check and telephone contact of listed references. The Broker will also collect paystubs, verify employment and previous rental history. The results of the screening process are generally provided to the leasing Broker by a screening agency and the information is generally deemed reliable but cannot be guaranteed. The Owner should understand that interviews, screening and proper documentation will not completely eliminate the possibility of an inferior tenant. Rental Research, Inc. will use its best efforts to place a quality tenant, but does not guarantee the performance of the tenant. The screening summary will be provided to the Owner at the time the prospective tenant is presented to the Owner. Broker may collect from tenants a charge for credit report/tenant screening fees and Broker need not account to Owner of such charges. Owner understands and accepts the fact that tenant-screening reports may be accomplished by firms or individuals associated with the Broker, but in all situations charges shall be competitive with those charges in the state.

CANCELLATION: In the event the property is withdrawn by the Owner during the term of this Agreement, Owner agrees to promptly pay the Broker 50% of the value of one month's rent plus costs associated with the promotion of the property incurred by the Broker during the period, plus the cost of advertising and signage.

MANAGEMENT: This agreement is a "lease only agreement" and shall not include any property management services whatsoever for the Owner or tenants. Owner further agrees to satisfy necessary requirements determined by Broker pursuant to attachments

LANDLORD TENANT ACT OF WASHINGTON STATE: Owner acknowledges awareness of this statute and understands Broker will act according to its provisions. Broker recommends Owner obtain a copy of the Washington State Landlord Tenant Act for reference to their rights and their tenant's rights. Broker will act according to any local laws and ordinances.

FAIR HOUSING /DISCRIMINATION LAWS: Owner acknowledges awareness of these statutes and understands Broker will act according to their provisions.

COLLECTION AND ATTORNEY'S FEES: The prevailing party in disputes concerning this agreement shall be entitled to the cost of collection and enforcement, including but not limited to reasonable attorney's fees, court costs and all necessary expenses.

SMOKE ALARMS AND DEADBOLTS: Washington state law requires that all rental houses have operating smoke alarms and deadbolts. Broker requires that all deadbolts have "flippers" on the interior of all exterior doors, with exception of doors with windows.

RIDERS: Riders, if any, attached hereto are made a part of this agreement by reference.

AGENCY DISCLOSURE: Broker and 5 Star Property Management shall act as Owner's Brokers. Owner authorizes other licensed Brokers (licensed agents) to be appointed to represent Owner in which event follow-up written notice will be provided. Other licensed Brokers affiliated with Broker may support Broker's marketing efforts by seeking tenants or otherwise promoting the lease of the property. Such activities will not create an agency relationship with the Owner. Commission equivalent to 25% of the first month's rent will be paid to the leasing office per this Lease Only Agreement. Owner also acknowledges receipt of the pamphlet entitled "The Law of Real Estate Agency".

Property Type: Single Family Home _____ Duplex _____ Tri-plex _____ Four-plex _____

Number of units: _____

One bedroom	_____	Rental Amount	_____	Lease Term	_____
Two Bedroom	_____	Rental Amount	_____	Lease Term	_____
Three Bedroom	_____	Rental Amount	_____	Lease Term	_____
Four Bedroom	_____	Rental Amount	_____	Lease Term	_____

Deposit Amount: _____

Last month's rent required: YES NO

Year Built: _____

Smokers: YES NO

Pets: YES NO

Security Deposit: _____

Account Number: _____

SMOKERS: YES NO

PETS: YES NO

This agreement shall be binding on the parties hereto, their heirs, executors, administrators, successors, assigns, and contains the final and entire agreement between the parties hereto and neither they nor their Brokers be bound by any terms, conditions, statements, warranties, or representations, oral or written, not herein contained and may not be changed orally but only in writing signed by the party to be changed thereby. If any owner should have any special requests of the Broker, it is required to be attached to this agreement in writing.

By: _____
5 Star Property Management, LLC

By: _____
Property Owner

Date: _____

By _____
Property Owner

Attachments: