

**AUTHORIZATION TO LEASE PROPERTY**

In consideration of services rendered and to be rendered by Avenue One, LCC ("Agent"), in connection with the lease or rental of real property, see address on addendum 1.

The Owner grants to the Agent the exclusive right to enter, offer, show, and lease or rent the described real estate for a period of 60 days, then will continue indefinitely until property is leased or notice to terminate contract is issued by either party. Once Agent leases property, owner agrees to pay a commission of one month's rent, to be paid the first month of the tenancy. If Owner cancels this agreement prior to the initial 60 days, Owner shall pay Agent a cancellation fee of \$500.

Owners agree, as mandated by the Federal Fair Housing Act and State and Local law, that Avenue One, LLC. and its Agents shall not discriminate against any person or refuse to rent or impose different rent terms on a person because of race; color; sex; marital status; parental status; sexual orientation; political ideology; age; creed; religion; ancestry; national origin; possession or use of a Section 8 certificate; or the presence of a sensory, mental or physical handicap.

Services of Avenue One LLC, as Agent, are limited to showing prospective tenants the premises, screening tenants, processing paperwork, securing signed leases, coordinating turn over work in the unit if requested by client, depositing funds in Agent's trust account and delivering lease and funds to Owner. Agent is not responsible for any management functions whatsoever. See separate Authorization to Manage.

Owner will indemnify, defend and hold Agent harmless from all claims, proceedings and liability, relating to the property, including, without limitation, claims relating to or arising out of: construction defects, environmental liability, mold or moisture related claims, claims of non-compliance of the property with any law, regulation, ordinance or code provision, claims of property tenants, invitees or vendors, or claims of employees of Owner hired by Agent pursuant to this Agreement. This indemnification includes, without limitation, such claims for personal injury or wrongful death and property damage, as well as reasonable attorney's fees and costs. However, this indemnity requirement will not apply to the extent a claim arises from the gross negligence or willful misconduct of Agent. Agent's liability will, in any event, be limited to the amount of fees earned by Agent pursuant to this Agreement. Defense of Agent will be through counsel retained by Owner or Owner's insurance carrier that is reasonably acceptable to Agent.

**Governing Law and Dispute Resolution.** This Agreement is governed by the laws of the State of Washington. Any dispute about the terms hereof or the implementation thereof shall be presented to and be decided according to the King County Rules of Mandatory Arbitration (MAR). The prevailing party in any action taken to resolve any matter involving the enforcement of the terms of this Agreement shall be entitled to an awarded of attorney fees and costs from the non-prevailing party or parties, with the amount to be determined by the Arbitrator.

Agent shall not be responsible or liable for any loss, damage, or injury to said property, or any articles of the property located therein due to any cause whatsoever, including but not limited to any loss, damage, or injury due to: acts of God; the elements; the freezing or bursting of pipes; defective heating systems; or the negligence or carelessness of any employee, agent, or contractor. Agent shall not be liable or responsible for the performance or nonperformance of any persons hereof or any requirements imposed by any law or ordinance.

Agent recommends that owner carries injury, property damage and personal injury public liability insurance in limits of not less than \$1,000,000 combined single limit coverage or \$500,000/\$500,000

bodily injury and personal injury and property damage insurance. Owner acknowledges that their insurance policy for said property is primary and is a “landlord policy”.

Acknowledgement of Terms. By signature below all applicants acknowledge their understanding of the terms as outlined above, and on addendum 1.

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Owner

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Agent

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Date