

**Early Marketing Agreement  
Louise Beck Properties, Inc**

This Early Marketing Agreement is entered into by and between \_\_\_\_\_ ("Tenant") and Louise Beck Properties, Inc. ("Agent"). IN CONSIDERATION of the mutual covenants and promises set forth herein, Tenant hereby contracts with Agent, and Agent hereby contracts with Tenant, to market the property described below, (the "Property"), in accordance with all applicable laws and regulations, upon the terms and conditions contained herein.

**1. Property:** City: \_\_\_\_\_ County: \_\_\_\_\_, NC  
Street Address: \_\_\_\_\_  
Other Description: \_\_\_\_\_

**2. Duration of Agreement:** This Agreement shall be binding when it has been signed and dated below by Tenant and Agent. It shall become effective on \_\_\_\_\_, \_\_\_\_\_, and shall run concurrent with the existing Residential Rental Contract between Tenant and Agent. Tenant may notify Agent in writing of Tenant's desire to terminate this Agreement, in which case it shall terminate the business day following receipt in Agent's office. In the event a termination notice is received within 1 business day of a new Residential Rental Contract executed for the Property with a new tenant, the termination notice will be deemed void and the new Residential Rental Contract, and this Agreement will remain in full force.

**3. Agent's Fee:** For services performed hereunder, Tenant shall compensate Agent in the following manner:  
(a) A fee equal to five hundred dollars (\$500.00)  
(b) Fifty dollars (\$50.00) per month, or portion thereof, for each month the Property appears in print advertising.  
(c) A fee equal to the total turnover cost to prepare the Property for a new tenant.

The \$500.00 fee is due upon execution of this Agreement. A deposit equal to one hundred and fifty (\$150.00), to cover print advertising costs, and one third (1/3) of the Tenant's current rent is also due upon execution of this Agreement. Funds remaining after advertising costs and turnover costs have been deducted will be returned to Tenant upon termination of this Agreement. If advertising costs and turnover costs exceed the deposit, balance will be due from Tenant immediately upon termination of this Agreement.

**4. Showing Instructions:** Tenant agrees to the following showing procedure for the duration of this Agreement:

Pets: Do you have pets?(circle one) Yes No  
Will pets need to be restrained during showings? (circle one) Yes No  
Where will pets be located during showings? \_\_\_\_\_

Notice: How many hours notice do you require prior to a showing?(circle one) 1hr 2 hrs 4 hrs 12 hrs  
To which phone number would you like to receive notifications? \_\_\_\_\_

What will be your forwarding address?  
\_\_\_\_\_  
\_\_\_\_\_

What date will you vacate the property? \_\_\_\_\_

After you vacate, do you require notification prior to showings?(circle one) Yes No

Tenant understands that a lockbox will be placed at the property and prospective tenants will be shown the property accompanied by a licensed Realtor and/or a member of Agent's staff.

**5. Other Fees:** Agent may charge prospective tenants reasonable administrative fees permitted by law and retain any such fees, including but not limited to, fees to cover the costs of processing tenant rental applications.

**6. Authority and Responsibilities of Agent:** During the time this Agreement is in effect, Agent shall:

- (a) OFFER THE PROPERTY TO THE PUBLIC FOR LEASING IN COMPLIANCE WITH ALL STATE AND FEDERAL HOUSING LAWS, INCLUDING BUT NOT LIMITED TO, ANY STATE AND FEDERAL LAWS PROHIBITING DISCRIMINATION ON THE BASIS OF RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN, HANDICAP OR FAMILIAL STATUS;
- (b) Use Agent's best efforts to solicit and secure tenants, including the authority to negotiate leases which begin any day after the effective date of this Agreement through the current term of Tenant's Residential Rental Contract. Agent, at Agent's sole discretion, will determine if a tenant is qualified to rent the Property.

**7. Marketing:** Tenant authorizes Agent to advertise the Property in such manner as may be appropriate in Agent's opinion, including the authority to:

- (a) Place "For Rent" signs on the Property (where permitted by law and relevant covenants) and to remove other such signs.
- (b) Place information about the Property on the Internet and in print advertising either directly or through a program of any listing service of which the Agent is a member or in which any of Agent's associates participates.
- (c) Permit other firms who belong to any listing service in which the Agent participates to advertise the Property on the Internet in accordance with the listing service rules and regulations.
- (d) Enter Property to conduct showings of Property to prospective tenants.

**8. Responsibilities of Tenant:** During the time this Agreement is in effect, Tenant shall:

- (a) NOT TAKE ANY ACTION OR ADOPT ANY POLICY THE EFFECT OF WHICH WOULD BE TO PREVENT AGENT FROM OFFERING THE PROPERTY FOR RENT IN COMPLIANCE WITH ALL APPLICABLE FEDERAL AND STATE LAWS AND REGULATIONS, INCLUDING BUT NOT LIMITED TO, THOSE LAWS AND REGULATIONS PROHIBITING DISCRIMINATION ON THE BASIS OF RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN, HANDICAP OR FAMILIAL STATUS IN THE LEASING OF THE PROPERTY;
- (b) Indemnify and hold Agent harmless to the extent allowable by law from any and all costs, expenses, attorneys' fees, suits, liabilities, damages or claims for damages, including but not limited to, those arising out of any injury or death to any person or loss or damage to any property of any kind whatsoever and to whomsoever belonging, including Tenant, in any way relating to the marketing of the Property by Agent or the performance or exercise of any duty, obligation or authority set forth herein or hereafter granted to Agent, except to the extent that such may be the result of gross negligence or willful or intentional misconduct by Agent;
- (c) Maintain all utilities, to include electric, gas, and water, for the duration of this Agreement or the existing Residential Rental Contract between Tenant and Agent, whichever is longer.
- (d) Make on time payments of rent per the terms of Tenant's Residential Rental Contract for the duration of this Agreement or the existing Residential Rental Contract between Tenant and Agent, whichever is longer.
- (e) Return to Agent all keys and, when applicable, all mailbox keys and all garage door openers to Property one week prior to the effective date of a Residential Rental Contract entered into with a new tenant.
- (f) Tenant understands that they are financially responsible for preparing the Property for a new tenant. This includes items normally considered as 'normal wear and tear'. Such items include, though are not limited to, touch-up paint, cleaning, and lawn care. Tenant understands that the Agent, at Agent's sole discretion, will determine what improvements will be necessary to prepare the property for a new tenant. Tenant understands that the Agent, at Agent's sole discretion, will choose a contractor and negotiate a price for any and all improvements necessary to prepare the property for a new tenant.**

**11. Duties on Termination:** Upon termination of this Agreement by either party, each shall take such steps as are necessary to settle all accounts between them, including, but not limited to, the following:

(a) Tenant shall promptly pay to Agent any fees or amounts due the Agent under the Agreement and shall reimburse Agent for any expenditures made and outstanding at the time of termination;

**13. Entire Agreement; Modification:** This Agreement contains the entire agreement of the parties and supercedes all prior written and oral proposals, understandings, agreements and representations, all of which are merged herein. No amendment or modification to this Agreement shall be effective unless it is in writing and executed by all parties hereto.

**14. Non-Waiver of Default:** The failure of either party to insist, in any one or more instances, on the performance of any term or condition of this Agreement shall not be construed as a waiver or relinquishment of any rights granted hereunder or of the future performance of any such term or condition, and the obligations of the non-performing party with respect thereto shall continue in full force and effect.

**15. Governing Law; Venue:** The parties agree that this Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina, and that in the event of a dispute, any legal action may only be instituted in the county where the Property is located.

**16. Relationship of Parties:** Although Tenant and Agent agree that they will actively and materially participate with each other on a regular basis in fulfilling their respective obligations hereunder, the parties intend for their relationship to be that of independent contractors, and nothing contained in this Agreement shall be construed to create a partnership or joint venture of any kind.

**17. Exclusivity:** Tenant agrees that Agent shall be the exclusive marketing agent for the Property, and that no other party, including Tenant, shall offer the Property for rent during the time this Agreement is in effect. Any rental contract nevertheless received by Tenant or any third party will be cause for to Agent to receive any fee due Agent as agreed to herein.

**18. Default:** If either party defaults in the performance of any of its obligations hereunder, in addition to any other remedies provided herein or by applicable law, the non-defaulting party shall have the right to terminate this Agreement if, within thirty days after providing the defaulting party with written notice of the default and the intent to terminate, the default remains uncured.

**19. Costs in Event of Default:** If legal proceedings are brought by a party to enforce the terms, conditions or provisions of this Agreement, the prevailing party shall be entitled to recover all expenses (including, but not limited to, reasonable attorney fees, legal expenses and reasonable costs of collection) paid or incurred by such prevailing party in endeavoring to enforce the terms, conditions, or provisions of this Agreement and/or collect any amount owing in accordance with this Agreement.

**20. Authority to Enter into Agreement; Principal Contact:** Tenant represents and warrants to Agent that Tenant has full authority to enter into this Agreement, and that there is no other party with an interest in the Property whose joinder in this Agreement is necessary. Louise Beck Employees shall serve as Tenant's principal contact for purposes of making all decisions and receiving all notices contemplated by this Agreement, and all persons signing this Agreement as Tenant hereby appoint either of said persons as Tenant's agent and attorney-in-fact for the purposes set forth in this section.

**21. Notices:** Any notices required or permitted to be given hereunder shall be in writing and mailed by certified mail to the appropriate party at the party's address set forth below.

**22. Binding Nature of Agreement:** This Agreement shall be binding upon and inure to the benefit of the heirs, legal and personal representatives, successors and permitted assigns of the parties.

**23. Assignments by Agent; Change of Ownership:** Tenant agrees that at any time during the term of this Agreement, Agent may either assign Agent's rights and responsibilities hereunder to another real estate

agency, or transfer to another person or entity all or part of the Ownership of Agent's real estate agency, and that in the event of any such assignment or transfer, this Agreement shall continue in full force and effect; provided, that any assignee or transferee must be licensed to engage in the business of real estate brokerage in the State of North Carolina.

**24. Other Professional Services:** Tenant acknowledges that Agent is being retained solely as a real estate professional, and understands that other professional service providers are available to render advice or services to Tenant at Tenant's expense, including but not limited to an attorney, insurance agent, tax advisor, engineer, home inspector, environmental consultant, architect, or contractor. If Agent procures any such services at the request of Tenant, Tenant agrees that Agent shall incur no liability or responsibility in connection therewith.

**25. Addenda:** Any addenda to this Agreement are described in the following space and attached hereto:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The parties agree that any such addenda shall constitute an integral part of this Agreement. In the event of a conflict between this Agreement and any such addenda, the terms of such addenda shall control.

**THE AGENT SHALL CONDUCT ALL BROKERAGE ACTIVITIES IN REGARD TO THIS AGREEMENT WITHOUT RESPECT TO THE RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN, HANDICAP OR FAMILIAL STATUS OF ANY PARTY OR PROSPECTIVE PARTY TO THE AGREEMENT.**

TENANT:

\_\_\_\_\_  
(SEAL) DATE: \_\_\_\_\_

\_\_\_\_\_  
(SEAL) DATE: \_\_\_\_\_

AGENT: \_\_\_\_\_  
Louise Beck Properties, Inc.

By: \_\_\_\_\_ DATE: \_\_\_\_\_  
[Authorized Representative]

Real Estate Agency: Louise Beck Properties, Inc.  
Address: 319 Providence Rd., Chapel Hill, NC 27514  
Telephone: 919.401.9300 Fax: 919.747.8825 E-mail: [rent@louisebeckproperties.com](mailto:rent@louisebeckproperties.com)

**Tenant:**  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_  
Social Security/Tax ID#: \_\_\_\_\_

**Tenant:**  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_  
Social Security/Tax ID#: \_\_\_\_\_