



TENANT PLACEMENT- RIGHT TO LEASE AGREEMENT
FINDERS FEE ONLY NON-MANAGEMENT AGREEMENT

This Agreement ("Agreement") is entered into this ___ day of ___, between The McGinley Group LLC ("Agent") and ___ ("Owner") who agree as follows:

Agent shall have the RIGHT TO LEASE the real property described below, including any personal property left on site ("collectively, "Property") located at: _____

Property is listed for Sale: [] Yes [] No

If yes, Name of Listing Agent: _____ Phone: _____

1. LEASE TERMS: Owner authorizes and agrees that Agent may offer the Property for lease at the following term: For ___ year. Except as otherwise provided in any lease, Owner requires and agrees to accept a security deposit in the amount of one month's rent prior to tenant's occupancy.

2. TERM OF AGREEMENT: Owner hereby grants to Agent the Exclusive Right to Lease the Property for a term of 30 days from the Signed Date of the Agreement. Owner and Agent shall have the right to immediately terminate this Agreement without cause, upon receiving a 30-day written notice, at any time. Such termination shall not in any way eliminate or otherwise affect Owner's obligation to pay any amounts due Agent under this Agreement.

3. LEASE COMPENSATION: One full month rent. Agent shall earn the fee stated herein upon procuring a ready, willing, and able tenant and shall be payable to Agent upon the date on which all funds due prior to move-in under the applicable lease have been collected in full. A subsequent breach or failure to perform by tenant shall not entitle Owner to a refund of all or any part of the fee stated herein. Agent does not guarantee any tenant's performance under any lease.

4. LOCK BOX Authorization and keys: Owner approves the use of a lock box system to show and access the Property. Owner is advised to secure or remove all valuables. Owner agrees that the lock box is for the Owner's benefit and hereby releases Agent and persons working through Agent from all liability and responsibility in connection with any loss that occurs. Owner agrees to hold Agent harmless from any liability which may arise from damage, theft, negligence or loss which may occur in connection with the delivery of the key to the Property or utilization of a lock box system as stated herein. If Property is tenant occupied, Tenant must also give written approval before a lock box is used.

5. AUTHORITY TO LEASE: Owner agrees to promptly refer to Agent all inquiries concerning the Property during the term of this Agreement. Owner expressly grants to Agent the authority to negotiate leases and lease renewals and agrees to accept a lease that satisfies the Agent's criteria. Prior to making any changes to the lease agreement at the time of renewal, Agent will discuss changes with Owner which will include email confirmation.

Tenant may not take possession of the Property until (1) a fully executed lease has been approved by Agent, (2) security deposit and (3) first months' rent has been collected, (4) BGE account is changed into Tenants name and (5) Proof of Renters Insurance has been received.

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In the event that a prospective tenant places a deposit with Agent and Tenant fails to execute a lease or take possession, said deposit, if retained, shall be disbursed 50% to Owner and 50% to Agent. Agent retains the full right to make any decisions on the return or retention of the deposit if the applicant demands the deposit return and there is a dispute.

Owner certifies and represents that Owner has the legal authority and capacity to lease the property and the Property to be leased is a legal rental unit and rental of same will not violate any laws, ordinances, or rules.

6. AGENT OBLIGATIONS AND AUTHORITY: Agent agrees to make diligent and continued efforts to lease the Property. Owner authorizes Agent to : (a) advertise the Property as it deems advisable, in its sole discretion, in newspapers, publications, computer networks, and other media, (b) place appropriate transaction signs on the Property and remove all other such signs including Owner's sign(s) during the term of this Agreement; and (c) place the Property in a multiple listing service ("MLS") (if available). Such advertising may be general in nature and may not specifically describe the Property.

The Agent is responsible for advertising and marketing the property, fielding phone calls, property showings to prospective tenants, prospective tenant screening, negotiating terms, execution of the lease, collecting security deposit and first month's rent. Owner agrees that all responsibility of the AGENT shall end with the signing of the aforementioned lease agreement. Owner acknowledges that by entering into this Agreement, Agent does not guarantee that the Property will be leased.

Owner acknowledges that this is not a Property Management Agreement and the role of Agent pursuant to this Agreement shall be to list and market the property to find a prospective tenant. Nothing in this Agreement shall be construed as creating a partnership, joint venture, agency, or any other relationship other than facilitator.

7. SECURITY DEPOSIT AND ADVANCE RENT: Owner shall have full responsibility to collect rents, deposit and hold funds received on behalf of tenant as required by the annotated code of Maryland, real property article. Owner shall indemnify Agent in the event Tenant sues Agent over a dispute concerning Owner's disposition of the security deposit or advance rent. The security deposit collected from the Tenant shall be made payable to and turned over to the Owner, thereby, releasing the Agent from all liability for the return of security deposit upon termination of the lease. Owner agrees that all responsibilities of the Agent shall end with the execution of the lease. The owner hereby indemnifies and holds harmless the Agent from any claims or costs incurred by the Agent in defending against any claims arising from the security deposit including actual attorney fees incurred. The suggested amount of security deposit will be equal to one months rent, unless negative findings are discovered during the credit or background check.

8. TENANT HISTORY: Applicants will complete a rental application that allows Agent to run credit and criminal checks, verify income and rental history. Agent will obtain a standard credit and background report (hereafter, "Tenant Report") on all applicants 18 years and older from a credit bureau of Agent's choosing unless otherwise waived by Owner in writing for all tenant applicants for the property. Owner acknowledges and understands that the Tenant Report (i) may not be all inclusive, (ii) may not provide information from all local jurisdictions within the United States, and (iii) will not provide information from jurisdictions outside the United States. Neither the company providing the Tenant Report nor Agent warrant the completeness nor accuracy of the information contained therein. Owner understands and agrees that other than the Tenant Report, Agent will not undertake any additional investigation of any tenant's suitability or creditworthiness unless expressly agreed to in writing. **Due to laws which affect disclosure of private and credit information, LANDLORD shall not be provided with the TENANT'S credit report and/or application as per The Fair Credit Act.**

9. OWNERS OBLIGATIONS: Owner hereby states and affirms that all bills and money due on the premises are paid, current or not in any state of delinquency. These bills or amounts include but are not limited to liability insurance, taxes,

mortgage payments, utilities assessments, liens, condominium and /or homeowner's association fees, assessments, charges and/or any other charges relating to the premises including but not limited to any amount which may be due or owing to providers of goods or services for the home.

10. CONDITION OF PROPERTY: Owner shall have sole responsibility for placing the Property in clean and tenant ready condition prior to occupancy. Owner certifies that all heating, cooling, plumbing, electrical systems, and all appliances are in good working condition and Owner shall be responsible for the maintenance or replacement of same. Owner certifies that the roof is watertight, and that water does not enter living areas either from rain or subterranean sources and Owner shall be responsible for the maintenance or replacement of same. Owner certifies that the Property is in good habitable condition, there is no mold, mildew or any water intrusion on the premises, that there is no insect issue including bedbugs or rodent issue which has not been eliminated or has not been treated, and is in compliance with all applicable laws, ordinances and regulations of all governmental authorities. Owner agrees to maintain lawn and utility services while the property is vacant.

11. INDEMNIFICATION: Owner agrees to and does hereby hold harmless and indemnify Agent, its parent company if any, affiliates, employees, agents, representatives, successors and assigns, from all claims suits, damages, costs, losses, court costs, attorney fees, penalties, taxes, charges, fines and damages of any kind whatsoever and any expenses arising from or relating to (i) an Owner caused booking conflict or Owner's failure or refusal for any reason to deliver possession of the Property; (ii) any claim or loss relating to tenant's failure to perform under any agreement or failure to pay any funds due Owner, (iii) bad or returned checks from any tenant, (iv) any other sums due Owner under the lease, (v) any injury to person or property occurring on or about the Property or (vi) any violation of any federal, state, municipal or homeowner's association law, regulation or ordinance by Agent, including any claims or losses arising from Agent's negligence except as may be caused by Agent's willful gross negligence or illegal acts. The Agent is not responsible for vandalism theft or damage of any nature to the property, management, maintenance, or repairs to the property nor shall the agent be obligated for utility service or lawn care.

12. ATTORNEY'S FEES: In the event of any litigation arising out of or relating to this Agreement, the prevailing party shall be entitled to recover its attorney's fees, actual attorney fees incurred (including in-house attorneys) and costs, including fees and costs incurred on appeal. Both Owner and Agent hereby mutually waive any right to a trial by jury in the event of any litigation.

13. NON-DISCRIMINATION: Owner and Agent agree that the Property is offered for rent in accordance with the CIVIL RIGHTS ACT OF 1968, TITLE VIII FAIR HOUSING, and any amendments thereto, which provides in summary that it shall be unlawful to refuse to rent after making a bona fide offer, or refuse to negotiate for the rental of, or otherwise make unavailable or deny a dwelling to a person because of race, color, age, religion, sex, national origin, familial status or handicap.

14. ENTIRE AND BINDING AGREEMENT: This Agreement, which includes all Addenda attached hereto which is hereby incorporated herein, contains the entire agreement between the parties hereto relating to the transaction and services contemplated between the parties. Notwithstanding any law to the contrary, any modifications will be invalid unless in writing signed by all parties hereto. Owner acknowledges that Agent has not made any representations to, or agreements with, Owner which are not contained in the Agreement. If any provision of the Agreement is or becomes invalid or unenforceable, all remaining provisions shall continue to be fully effective.

15. SUCCESSORS and ASSIGNS: This Agreement shall be binding upon the successors and assigns of Agent and Owner and their respective heirs, administrators, executors, successors and assigns.

16. NOTICES: Whenever notice shall be given to Agent by Owner, or Owner by Agent they should be mailed or emailed to the parties as follows:

Company Name: The McGinley Group, LLC Agent Name: C/O Mary Jo Whelan Email: MaryJo@TheMcGinleyGroup.com	Office Phone: 410-921-3700 Mailing Address: P.O Box 42352 Baltimore, MD 21284
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Owner Name: _____ Email Address: _____ Mailing Address: _____ _____	Home Phone: _____ Cell Phone: _____ SS#/EIN#: _____
Bank Name: _____ Account Number: _____ Routing Number: _____	

By signing below, I / we acknowledge that we have read and understood the terms of this Agreement and agree to abide by them. (All Owners of record must sign.) This is intended to be a legally binding document. If you do not understand any part of this Agreement, you should obtain the advice of an attorney prior to execution. FINAL ACCEPTANCE: When duly signed by Agent or Agent's agent this agreement becomes binding on all parties.

Date: _____
Owner's Signature

Date: _____
Agent or person authorized to sign for Agent

ADDENDUM to TENANT PLACEMENT AGREEMENT

Self-Showing Smart Lockboxes

This is an addendum to the Tenant Placement agreement signed on _____ by Owner and Agent. This document modifies the Tenant Placement agreement as described below.

In response to the COVID-19 pandemic, The McGinley Group has implemented a safer way to show your home, allowing prospects to take a self-guided tour. There is no charge to our clients for using the smart lockboxes.

We use Showing Hero’s electronic smart lockboxes. This secure lockbox system requires prospects to have a valid credit card in addition to their name and phone number. This requirement verifies the prospects identity and ensures your home is protected when the visitor is issued a one-time code to enter the property. Furthermore, we are instantly notified by phone and email when a code is issued, and we have complete control over the days and times a property is available for self-guided tours.

If your property has a security/alarm system installed, it will need to be inactive from 8:00AM – 4:30PM to allow prospects to tour your property.

More information is available at <https://showinghero.com>

The owner agrees to use of the above system, which can be cancelled at any time by owner with a 5-Day written notice by email.

This document represents the entire Agreement between the parties hereto.

IN WITNESS WHEREOF, the said parties have executed this Agreement the day and year as set forth below.

_____(SEAL) _____
SIGNATURE OF AGENT DATE

_____(SEAL) _____
SIGNATURE OF OWNER DATE