



Authorization to Rent

This Agreement by and between Housing Urban Management LLC hereinafter known as “the Broker” having an office at 1629 K St NW Suite 300, Washington, DC 20006 and the Housing Provider (hereinafter known as “the Customer”).

1. **TERM OF AGREEMENT.** This Agreement is open-ended and shall remain in full force and effect unless and until terminated in writing by either party. Termination shall not relieve Customer of any commission obligations arising from renters introduced, referred, sourced, or shared by Broker prior to such termination.
2. **LEASING COMMISSION.** The Leasing Commission shall be equal to one hundred percent (100%) of one month’s rent. Payment of the Leasing Commission is due on the Lease Start Date.
3. **APPLICABILITY TO ALL PROPERTIES.** This Agreement shall apply to any and all rental units now owned or hereafter acquired, controlled, or managed by Customer.
4. **PAYMENT METHOD.** The Broker accepts payment by check or electronic funds transfer (EFT). Checks may be processed electronically in accordance with applicable banking regulations. Credit card payments, *if accepted*, are subject to a processing fee of five percent (5%).
5. **DEPOSIT.** The Customer shall deliver to Broker, by check or electronic funds transfer (EFT), a Good Faith Deposit equal to 100.00% of one month’s rent upon approving the Tenant, and in all events no later than one (1) business day prior to submission of the Request for Tenancy Approval (“RFTA”) or Landlord Lease-Up Packet (“LLP”) to the applicable Housing Subsidy Provider. Checks may be processed electronically in accordance with applicable banking regulations.
 - A. The Deposit shall be held in Broker’s escrow/trust account in accordance with applicable District of Columbia brokerage regulations. The funds shall not be commingled with Broker’s operating funds.
 - B. The Deposit shall be recalculated based on the final approved rent, and any excess portion shall be returned to Customer within three (3) business days of rent determination.
 - C. The Deposit shall be credited toward the Leasing Commission at Lease Signing.

Broker’s continued lease-up coordination and processing may be paused until the Deposit is received.



6. **EARNED COMMISSION AND PAYMENT ACCELERATION.** The Leasing Commission is earned upon Tenant Approval; however, payment is due on the Lease Start Date.
 - A. If the Managing Broker determines that Customer is obstructing the transaction from progressing, Broker shall issue written notice identifying such conduct. Obstruction may include, but is not limited to:
 - i. being unresponsive
 - ii. failing required re-inspections after receipt of an inspection report identifying Housing Quality Standards (HQS) violations;
 - iii. failing to comply with requests from the U.S. Department of Housing and Urban Development (HUD) or the applicable Housing Subsidy Provider as communicated by Broker; or
 - iv. failing to act in good faith in furtherance of the transaction.
 - B. If Customer fails to cure such obstruction within twenty-one (21) days after written notice, the Leasing Commission shall become immediately due and payable.
7. **PROCURING CAUSE.** The Broker will issue a written notice requesting commission payment due immediately if the Managing Broker discovers that the Customer has contacted and approved an applicant sent by the Broker whom the Customer declined within the last 180 days.
8. **NON-PAYMENT REMEDIES.** The Broker will begin collection activities on the thirtieth day after lease signing in the event that the commission is not paid. Legal/administrative fees of \$2,500 will be assessed to the outstanding balance with the enforcement of this agreement.
9. **AUTOMATIC DEFAULT JUDGMENT.** The Broker will be entitled to an automatic default judgment for the leasing commission, legal fees and administrative costs in the applicable court.
10. **AGREEMENT PERIOD.** This is an open-end agreement without an end date. This includes any and all rentals leased by the Broker.
11. **TERMINATION.** Either party may terminate this Agreement at any time and for any reason prior to **Tenant Approval**, which means the customer's approval of a prospective tenant following review of the rental application and any associated screening reports, whether communicated verbally or in writing (including email or other electronic confirmation), as reasonably documented by the Broker.
12. **SUBSIDY PAYMENTS AND TIMELINES.** Customer acknowledges that the initial subsidy payment, including the security deposit and first month's rent, is typically received within fifteen (15) to thirty (30) days following lease signing and move-in. Release of such payment is contingent upon completion of



lease execution, tenant move-in, and submission of required documentation to the applicable Housing Subsidy Provider.

- A. The security deposit is often paid through a Housing Assistance Program (HAP) or other Emergency Rental Assistance Program (ERAP). Application for such assistance is typically initiated by the Tenant at the time of Tenant Approval; however, approval of such assistance is not guaranteed.
 - B. **The leasing commission is not contingent upon receipt of the first month's rent or security deposit.**
 - C. Initial subsidy payments are generally made via direct deposit from the applicable Housing Subsidy Provider ("HSP") to Customer on or about the 3rd and 17th of each month.
 - D. To receive payment on or about the 3rd of a given month, all required leasing documentation must typically be submitted to the HSP between the 11th and 24th of the preceding month.
 - E. If required leasing documentation is submitted between the 25th of the preceding month and the 10th of the current month, payment is typically received on or about the 17th of the current month.
 - F. All payment timelines are estimates only and remain subject to the HSP's processing schedules and administrative procedures.
13. **LOSS PREVENTION AND INSURANCE.** The Broker shall not be responsible for vandalism, theft, or damage to the Property or to any personal property left on the Property. The Customer shall, at its own expense, maintain appropriate fire and extended coverage insurance, including coverage for vandalism and malicious mischief, as well as reasonable property damage and personal liability coverage, whether the Property is vacant or occupied. The Customer is solely responsible for confirming with its insurance provider that such coverage is in place and adequate.
14. **SEVERABILITY.** If any provision of this Agreement shall be held or made invalid by a court decision, statute or rule, or shall be otherwise rendered invalid, the remainder of this Agreement shall not be affected thereby.
15. **NON-AGENCY BROKERAGE RELATIONSHIP.** The Customer acknowledges that the Broker is acting as a Transactional Broker under a non-agency relationship. The Broker does not represent or advocate for either the Landlord or the Tenant, but facilitates the transaction and assists the parties in completing the leasing process.
16. **AUTHORIZED SIGNATORY.** By signing this Agreement, Customer represents that he or she is the Owner of the property or is duly authorized to act on behalf of the Owner and has full authority to bind the Owner to this Agreement.



Customer

Name

Title

Signature

Date

Broker

Housing Urban Management LLC

Principal Broker

BR98367124

Name

Title

License #

Signature

Date