

COMMERCIAL EXCLUSIVE RIGHT-TO-LEASE LISTING AGREEMENT

FOR OFFICE USE ONLY

ML#

To: _____
(Real Estate Company, hereinafter referred to as BROKER)

1. In consideration of your agreement to use your efforts to find a Tenant willing to lease that property legally described as:

Also known as:

Address _____ City of _____ County of _____

Specific Space _____

2. I, the LANDLORD, hereby give you the exclusive right and authority to find a Tenant for the above referenced property at the following rate and terms, or at any other rate and terms acceptable to me, and this exclusive right and authority shall be in effect for a period of _____ months commencing on this _____ day of _____, 20____.

Rental Terms

As a consideration for the services to be rendered by the BROKER, I, the LANDLORD will pay the BROKER's brokerage in accordance with the following schedule:

- A. _____ % of the gross rent to be paid under the lease (the brokerage rate) for the base term of the lease.
- B. _____ % of the gross rent to be paid under the lease during any elected option period contained in the lease, or any lease renewal thereafter between the parties.
- C. The brokerage rate(s) set forth above shall apply to the initial space occupied by the Tenant and to any additional space leased to the Tenant during the base term, option or lease renewal.
- D. All brokerage that is due will be paid in full to the BROKER for the base term upon execution of the base lease. Upon election of any option periods of the lease, LANDLORD shall pay full brokerage for option period. Right to brokerage shall not be affected because of the failure of the parties to complete the occupancy(s) contemplated. LANDLORD must advise BROKER of election of option within five (5) days of such election.
- E. If during the term of this AGREEMENT, or _____ days immediately thereafter or during any lease procured as a result of it, the landlord shall enter into a contract for sale of the above referenced property, or any part thereof, to a Tenant secured by the BROKER, BROKER shall be entitled to a brokerage of _____ % of the selling price, or \$_____.
- F. If during this LISTING AGREEMENT or _____ days immediately thereafter, LANDLORD shall enter into a lease agreement with any person to whom space in the property or information about such space had been submitted during the term of this AGREEMENT, either by the BROKER or by any Cooperating Broker, the LANDLORD shall forthwith be obligated to pay the brokerage herein provided.
- G. The brokerage(s) provided for herein are to be paid to BROKER whether the Tenant is procured through the services of the BROKER, through the services of the LANDLORD, or through the services of any third person.
- H. For all purposes hereof, the leasing of the property shall be deemed to have occurred, thus resulting in the brokerage being earned and payable, when (1) LANDLORD and Tenant have executed a lease document; (2) without an executed lease document, Tenant has possession and has paid rent to LANDLORD for that month of possession; (3) LANDLORD and Tenant enter into joint venture agreement, or a partnership, whereas the above listed property becomes a part of the above joint venture or partnership agreement.
- I. The parties recognize (and the LANDLORD approves the fact) that the BROKER is acting in a similar capacity with respect to other properties in the subject marketplace.
- J. In the event LANDLORD fails to make payment within the time limits called for herein, then from the date due until paid, the delinquent payment shall bear interest at the maximum legal rate of the state.

Landlord [] [] Salesperson [] []

3. IN CONSIDERATION OF THIS EXCLUSIVE LISTING, YOU AGREE:

- A. To process my property through the Multiple Listing Service of the South Broward Board of REALTORS[®], Inc. and to disseminate all information regarding the subject property to any Cooperating Broker.
- B. To inspect my property and obtain information regarding it.
- C. Provide a good faith effort to bring about a lease.
- D. To publicize my property as you deem advisable.
- E. To take all reasonable precautions to prevent damage to the property in the process of showing the property or permitting others to show the property, but to accept no responsibility for damage or loss either to property or personalty therein.
- F. To furnish at all times additional information requested by a cooperating real estate Broker, and to assist cooperating Brokers in closing a lease on my property when requested to do so.

4. BROKER and/or the Leasing Office are authorized to accept, receipt for and hold in escrow all funds paid or deposited as a binder. If such deposit shall be forfeited by the buyer, BROKER may retain one-half of such deposit, together with all expenses incurred by BROKER arising out of Tenant's breach of Contract. If a Contract for Lease is entered into and the Contract is mutually rescinded without BROKER's consent, LANDLORD shall pay BROKER the professional service fee in full.

5. LANDLORD does understand that this AGREEMENT does not guarantee the rental of the property, but it does guarantee that the BROKER will make an earnest effort to lease the property during the term of this AGREEMENT.

6. LANDLORD warrants that he is the owner of record of the property, or is the agent of said owner, or is a Tenant or Sublessee of the Property under a lease agreement with the Owner of record of the Property, and has the legal authority to execute this AGREEMENT. If LANDLORD is a corporation, the office of the corporation signing this AGREEMENT agrees to provide BROKER (within one week of signing said AGREEMENT) with a corporate resolution authorizing such signing.

7. LANDLORD agrees to defend and hold BROKER harmless from any liability or damages arising from incorrect information supplied by LANDLORD or any information which LANDLORD fails to supply. LANDLORD agrees to make FULL DISCLOSURE regarding said property to the BROKER and prospective Tenant.

8. In the event the interest of the LANDLORD in the Property shall subsequently be sold, transferred or assigned to any third party, the LANDLORD shall remain liable to the BROKER for the payment of any sums hereafter becoming due under the terms of this AGREEMENT.

9. It is illegal for either BROKER or LANDLORD to refuse to display, lease or sell to any person because of Race, Color, Religion, Sex, National Origin, Marital Status or Disability.

10. This AGREEMENT shall be binding upon all parties hereto, their principals, respective heirs, personal representatives, successors and assigns. If there is more than one LANDLORD then all liabilities, obligations and undertakings of LANDLORD shall be the joint and several liabilities, obligations and undertakings of all Owners.

11. All singular nouns and pronouns shall be construed as plural nouns and pronouns where the content dictates; and all personal pronouns shall be construed as neuter pronouns where the context dictates.

12. In connection with any litigation, arbitration or other legal proceedings, including appeals, arising out of this AGREEMENT, the prevailing party shall be entitled to the award of reasonable attorney's fees and court costs, plus costs of executing, enforcing and collecting any judgments and awards arising out of this AGREEMENT.

13. Governing Law: This AGREEMENT shall be governed by, construed and enforced in accordance with the Laws of the State of Florida.

14. BROKER IS HEREBY AUTHORIZED TO PLACE "FOR LEASE" SIGNS ON SAID PROPERTY.

I have read this AGREEMENT in full, understand same and intend to be bound by it. I have studied the information shown in this AGREEMENT and to the best of my knowledge it is true and correct.

Prepared by	_____	_____	_____	_____
	Salesperson	Date	Landlord	Date
Accepted by	_____	_____	_____	_____
	REALTOR	Date	Landlord	Date