

**COMMISSION AGREEMENT FOR
LEASE TO NAMED TENANT**

Notice: The amount or rate of real estate commission is not fixed by law. They are set by each Broker individually and may be negotiable between the Owner and Broker.

This Agreement is made between _____, Owner,
and _____, Broker, concerning property located at
_____.

DISCLOSURE OF BROKER'S AGENCY

It is agreed that Broker is representing the named Tenant exclusively and is not acting as a dual agent, and has no agency or fiduciary relationship with the Owner. If Owner needs assistance in preparing or responding to any offer, counter-offer, or notice, or if Owner needs assistance at any time through completion of the lease, Owner should seek such assistance from another licensed Broker or the Owner's attorney, and not Tenant's Broker. Owner should direct any questions about any offer, counter-offer, or any contractual obligation to the other Broker or Owner's attorney and not to Tenant's Broker.

1. Commission Agreement on Lease. In the event Owner enters into an agreement within _____ days from the date of this Agreement to **lease** the above referenced property to _____, or his or her assigns, Owner agrees to pay Broker compensation of \$_____ for services rendered. Owner authorizes Broker to deduct said sum from the deposit received from Tenant.

2, Extension of Lease. In the event the Lease is extended for a definite period of time or on a month-to-month basis after expiration of the original term, Owner will pay to Broker an additional commission of _____% of the total rental for the extended period. This commission will be due and payable at the commencement of the extended period if for a fixed term or, if on a month-to-month basis, at the termination of Tenant's occupancy or one year, whichever is earlier.

3. Commission Agreement on Sale. If a sale or exchange of the real property subject to the Lease is made to the Tenant or any member of Tenant's family during the term of the Lease, or any extension of the term, or within 180 days after termination of occupancy, Owner agrees to pay Broker named above a commission of _____% of the sale price or exchange value; provided, however, that in order for the commission to be payable, said sale or exchange must occur on or before (date) _____. This Agreement will not limit any other rights of the Broker provided for in any listing or other agreement which may be in effect between Owner and Broker.

4. Attorney Fees. In any action for commission or compensation, the prevailing party will be entitled to reasonable attorney fees and costs to be awarded by the court or arbitrator, whether or not the action is brought to trial or final judgment.

Owner _____ Date _____ Owner _____ Date _____

Address _____

Phone _____ Fax _____ E-Mail _____

Broker _____ By (Agent) _____ Date _____

Address _____

Phone _____ Fax _____ E-Mail _____

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