

# EXCLUSIVE AUTHORIZATION TO LEASE AGREEMENT

THIS FORM FOR USE  
IN CALIFORNIA ONLY

Real Estate Forms  
Since 1966



The undersigned Owner irrevocably GRANTS the undersigned Broker the EXCLUSIVE AUTHORIZATION and RIGHT, for a period commencing (date) \_\_\_\_\_, and terminating at midnight (date) \_\_\_\_\_, to lease the real property commonly known as \_\_\_\_\_

(Street Address)

City/State/Zip

together with the following personal property \_\_\_\_\_  
at a rental of \$ \_\_\_\_\_, per \_\_\_\_\_, for a period of not less than \_\_\_\_\_, and not more than \_\_\_\_\_, upon the following terms \_\_\_\_\_

or at such other price and terms acceptable to Owner.

**NOTICE: The amount or rate of real estate commissions is not fixed by law. They are set by each Broker individually and may be negotiable between the Seller and Broker.**

**1. COMPENSATION TO BROKER.** Owner agrees to pay Broker as compensation for services rendered a fee of \_\_\_\_\_, **IF:**

- a. Broker procures a tenant during the above listing period, or any written extension, on the terms specified or on any other terms acceptable to Owner.
- b. The property is rented or leased during the above listing period, or any written extension, by Owner or through any other source.
- c. The property is withdrawn from the market, sold, conveyed, or otherwise transferred, in which event the Broker will be entitled to a fee of \_\_\_\_\_.
- d. An agreement to lease, sell, or exchange the property is made by Owner **within ninety (90) days** after the termination of this Agreement to persons with whom Broker has had negotiations during the listing period; provided that the names of such persons are submitted in writing to the Owner prior to the Owner entering into a new listing agreement with another broker or **within five (5) days** after the termination of this Agreement, whichever occurs first. Presentation of a written offer during the term of the listing constitutes sufficient notice of such persons.

**SALE:** In the event that (1) Broker procures a purchaser during the term of this Agreement or any written extension, or (2) in the event that Broker procures a tenant, and the Tenant or any member of the Tenant's family purchases the property during the term of the tenant's lease, or any extension of the Tenancy, or within 180 days after termination of occupancy, Owner agrees to pay the Broker from the proceeds of the sale at close of escrow a sales commission of \_\_\_\_\_% of the sale price or exchange value.

**2. AGENCY.** Broker is authorized to cooperate with other brokers in the marketing of the property and may divide the above compensation with the other brokers in any manner acceptable to them. It is understood that Broker is acting as the agent for the Owner. It may also be appropriate for the Broker to act as agent for a prospective tenant or buyer. In such event, Broker will, as soon as practicable, disclose the proposed dual agency relationship to the Owner and obtain the Owner's consent as required by law. Owner has been provided with any required statutory disclosures regarding agency relationships.

**3. OWNER'S OBLIGATIONS AND WARRANTIES.**

- a. Owner agrees to make available to Broker and prospective tenants or buyers all data, records, and documents pertaining to the property or premises.
- b. Owner agrees to allow Broker and cooperating brokers to show the property at reasonable times and upon reasonable notice.
- c. Owner agrees not to obstruct the Broker's performance in any way.
- d. Owner warrants the accuracy of the information furnished with respect to the property and agrees to hold the Broker harmless from any liability or damage arising out of incorrect or undisclosed information.
- e. Owner warrants that he or she is the owner of record of the property or has the written authority to execute this Agreement on behalf of the owner(s) of record.

**4. OWNER'S INSTRUCTIONS AND AUTHORIZATIONS.**

- a. Owner instructs Broker to list the property with the local MULTIPLE LISTING SERVICE and comply with the rules of that service, including the reporting of the terms of the lease to MLS if the rules so provide ..... (Initial) Yes (\_\_\_\_/\_\_\_\_) No (\_\_\_\_/\_\_\_\_)
- b. Owner authorizes Broker to market the property on the INTERNET ..... (Initial) Yes (\_\_\_\_/\_\_\_\_) No (\_\_\_\_/\_\_\_\_)

Owner [\_\_\_\_] [\_\_\_\_] and Broker [\_\_\_\_] [\_\_\_\_] have read this page

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Property Address: \_\_\_\_\_

**NOTICE: BY INITIALING IN THE ["agree"] SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN COURT OR JURY TRIAL. BY INITIALING IN THE ["agree"] SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.**

**WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION TO NEUTRAL ARBITRATION.**

- 8. FAIR HOUSING.** Owner understands that the state and federal housing laws prohibit discrimination in the sale, rental, appraisal, financing or advertising of housing on the basis of race, color, religion, sex, sexual orientation, marital status, national origin, ancestry, familial status, source of income, age, mental or physical disability, immigration or citizenship status. In addition, California Civil Code §1940.3 prohibits a landlord from making any inquiry regarding the immigration or citizenship status of any tenant or prospective tenant.
- 9. ATTORNEY FEES.** In any action, arbitration or proceeding, to recover compensation as provided in this Agreement, the prevailing party will be entitled to recover reasonable attorney fees, expert witness fees, and costs to be Determined by the court or arbitrators.
- 10. ENTIRE AGREEMENT.** This document contains the entire agreement of the parties and supersedes all prior agreements or representations with respect to the property which are not expressly set forth. All modifications must be in writing signed and dated by both parties. **Owner acknowledges that he or she has not relied on any statements of the real estate Agent or Broker which are not expressed in this Agreement.**
- 11. PROVISIONS TO BE INITIALED.** The following items must be "agreed to" by both parties to be binding on either party.  
**Item 6. MEDIATION** **Item 7. ARBITRATION**

**LIMITATION OF AGENCY: Real estate brokers and agents are not qualified to give legal, tax, accounting, or insurance advice. For these questions, you should consult with your attorney, accountant, or insurance broker.**

Owner \_\_\_\_\_ Date \_\_\_\_\_

Owner \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

Broker \_\_\_\_\_

By (Agent) \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

**Owner acknowledges receipt of a completely filled in copy of this Agreement. Owner's initials [\_\_\_\_\_] [\_\_\_\_\_]**

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