

Exclusive Right to Lease – Commercial



This Exclusive Right to Lease Agreement ("Agreement") is between

_____ ("Owner") and brokerage
_____ ("Broker")

1. **AUTHORITY TO LEASE PROPERTY:** Owner gives Broker the EXCLUSIVE RIGHT TO SECURE A TENANT for the real and personal property ("Property") described below beginning the _____ and ending at 11:59 p.m. _____ ("Leasing Period"). If the Property becomes vacant during the Leasing Period, Owner and Broker remain obligated to perform under this Agreement until the Leasing Period expires. Owner certifies and represents that he/she is legally entitled to lease the Property.

2. **DESCRIPTION OF PROPERTY:**

(A) Street address: _____
Legal Description: _____

(B) Personal Property (including machinery, inventory, supplies and/or equipment): _____

(C) Occupancy: Property ☐ is ☐ is not currently occupied. If occupied, the lease terms ends: _____

3. **RENTAL RATE AND TERMS:**

(A) Rental Rate: \$ _____ per ☐ square foot for a term acceptable to Owner.

(B) Additional Terms: _____

4. **BROKER OBLIGATIONS:** Broker agrees to use diligent effort to lease the Property; furnish information to and assist cooperating brokers in negotiating leases; furnish information to and assist attorneys when needed to draft leases; negotiate leases and renewals of existing leases in accordance with the rent schedule and terms above; take reasonable precautions to prevent damage to the Property when the Property is being shown by Broker or any other broker or sales associate; and to perform the following activities authorized by Owner (check if applicable):

☐ Display appropriate transaction signs, including "For Rent" sign, on the Property.

☐ Use Owner's name in connection with marketing or advertising the Property.

☐ Use a lockbox system to access and show Property.

☐ Request a credit check on prospective tenants at Owner's expense. Broker makes no representations as to the truth or falsity of information provided by the prospective tenant or as to the financial integrity or fitness and character of the prospective tenant.

☐ Execute lease on behalf of Owner (Owner must execute a Special Power of Attorney authorizing Broker to lease Property on Owner's behalf).

☐ Compensate cooperating brokers in the transaction, except when not authorized by the Owner and/or not in Owner's best interest.

☐ Withhold offers to lease Property once Owner enters into a binding lease agreement.

☐ Make a final inspection and inventory check of Property at conclusion of lease.

☐ Other: _____

(a) Advertising: Broker agrees to use diligent effort to advertise the Property as Broker deems advisable including advertising the Property on the Internet unless limited in 4(a)(i) or 4(a)(ii) below. **Owner and Broker agree to adhere to each local MLS's policies and further agree to execute any applicable forms as necessary.**

(Owner opt-out)(Check one if applicable):

☐ (i) Display the Property on the Internet except the street address of the Property shall not be displayed on the Internet

☐ (ii) Owner does not authorize Broker to display the Property on the Internet. Owner understands and acknowledges that if Owner selects option (ii), consumers who conduct searches for listings on the Internet will not see information about the listed property in response to their search.

_____/_____/_____ Initials of Owner

53 **5. OWNER OBLIGATIONS:** In consideration of the obligations of **Broker**, **Owner** agrees:

- 54 (A) To cooperate with **Broker** in carrying out the purpose of this Agreement, including providing **Broker** with all
55 documents needed by prospective tenant, including but not limited to, financial statements, appraisals,
56 records, and documents pertaining to the property/business. **Owner** warrants the accuracy of the information
57 provided to **Broker** with respect to the Property and agrees to indemnify **Broker** from any liability or damages
58 arising out of incorrect or undisclosed information.
- 59 (B) To immediately refer to **Broker** all inquiries regarding leasing of the Property.
- 60 (C) To make Property available for **Broker** access during reasonable times and furnish **Broker** with any access
61 devices, including but not limited to keys and access codes.
- 62 (D) To notify **Broker** in the event **Owner** or a tenant terminates a lease on the Property prior to lease expiration
63 date.
- 64 (E) To inform **Broker** before conveying the Property.
- 65 (F) To indemnify and hold harmless **Broker** and Broker's officers, directors, agents and employees from all
66 claims, demands, causes of action, costs and expenses, including reasonable attorneys' fees at all levels, and
67 from liability to any person, to the extent based on **Owner's** misstatement, negligence, action, inaction or
68 failure to perform the obligations of this contract or any lease or agreement with a vendor. This subparagraph
69 will survive **Broker's** performance.

70 **6. COMPENSATION: Brokerage Commissions are not set by law and are fully negotiable. Broker's fee is**
71 **earned when Owner agrees to sell, lease or exchange all or part of the Property to anyone ready, willing and able**
72 **to on the Terms of this Agreement or any other terms acceptable to Owner.**

73 (A) **Owner** agrees to compensate **Broker** as follows:

- 74 ☐ ----- % of the net aggregate rent
75 ☐ ----- % of the gross rent, ~~☐ including ☐ excluding sales tax~~
76 ☐ ----- % of _____ month's rent, ~~☐ including ☐ excluding sales tax~~
77 ☐ \$ ----- flat fee, ~~☐ including ☐ excluding sales tax~~
78 ☐ ----- % of the total purchase price
79 ☐ see attached custom commission rider
80 ☐ other: _____
81 _____
82 _____

83 (B) **Broker's fee is due:**

- 84 ☐ in the full amount per paragraph 6(A) upon execution of lease, sales contract or other transfer agreement.
85 ☐ in ½ of the amount per paragraph 6(A) upon execution of lease, sales contract or other transfer agreement
86 with the remaining ½ due upon ☐ commencement or closing of said agreement, ☐ occupancy
87 ☐ see attached custom commission rider
88 ☐ other: _____
89 _____
90 _____

91 (C) **Renewal and/or Extension:** **Owner** shall also pay **Broker** a commission in an amount equal to ☐ _____ % of
92 the net aggregate rent or ☐ _____ % of the gross rent or ☐ _____ % of _____ month's rent on all renewals
93 and/or extensions of such Lease upon exercise of any such renewal and/or extension.

94 (D) **Expansion:** In the event any Lease amendment is executed, expanding the area covered by the Lease, **Owner**
95 shall pay to **Broker** a commission in the amount equal to _____ % of compensation option selected in
96 paragraph 6(A) of this Agreement for such expansion, as additional leasing commission.

97 (E) **Protection Period:** **Owner** agrees to pay **Broker's** fee if, within _____ days after the end of the Leasing Period,
98 **Owner** leases the Property to any prospects with whom **Broker** or any other broker communicated with during
99 the Leasing Period regarding leasing the Property. If requested, **Broker** must provide **Owner** with a list of said
100 prospects, and entitlement to compensation under this subparagraph will be limited to the names on that list.
101 The protection period ceases if **Owner** enters into a good faith exclusive right to lease agreement with another
102 broker after the Leasing Period ends.

103 (F) **Commercial Real Estate Leasing Commission Lien Act:** The Florida Commercial Real Estate Leasing
104 Commission Lien Act provides that when a broker has earned a commission by performing licensed services
105 under a brokerage agreement with you, the broker may claim a lien against your interest in the property for the
106 broker's commission. The broker's lien rights under the act cannot be waived before the commission is
107 earned. F.S. 475.803(6).

108 (G) **Commercial Real Estate Sales Commission Lien Act:** The Florida Commercial Real Estate Sales Commission
109 Lien Act provides that when a broker has earned a commission by performing licensed services under a
110 brokerage agreement with you, the broker may claim a lien against your net sales proceeds for the broker's

commission. The broker's lien rights under the act cannot be waived before the commission is earned. F.S. 475.703(5).

7. **COOPERATION WITH OTHER BROKERS:** It is **Broker's** policy to cooperate with all other brokers as **Broker** deems advisable, except when not in **Owner's** best interest.
8. **DISPUTE RESOLUTION:** This Agreement will be construed under Florida law. All disputes between **Broker** and **Owner** based on this Agreement or its breach will be mediated under the rules of the American Arbitration Association or other mediator agreed upon by the parties. Mediation is a process in which parties attempt to resolve a dispute by submitting it to an impartial mediator who facilitates the resolution of the dispute but who is not empowered to impose a settlement on the parties. The parties will equally divide the mediation fee, if any. In any litigation based on this Agreement, the prevailing party will be entitled to recover reasonable attorneys' fees and costs at all levels, unless the parties agree that disputes will be settled by arbitration as follows:
Arbitration: By initialing in the space provided, **Owner** (____) (____), and **Broker or Authorized Associate** (____) agree that disputes not resolved by mediation will be settled by neutral binding arbitration in the county in which the Property is located in accordance with the rules of the American Arbitration Association or other arbitrator agreed upon by the parties. Each party to any arbitration (or litigation to enforce the arbitration provision of this agreement or an arbitration award) will pay its own fees, costs and expenses, including attorneys' fees at all levels, and will equally split the arbitrators' fees and administrative fees of arbitration.
9. **MISCELLANEOUS:** This Agreement is the entire agreement between **Broker** and **Owner**. No prior or present agreements or representations shall be binding on **Broker** or **Owner** unless included in this Agreement. Signatures, initials, documents referenced in this Agreement, counterparts and modifications communicated electronically or on paper will be acceptable for all purposes and will be binding.
10. **ADDITIONAL CLAUSES:**

Broker advises Owner to consult an appropriate professional for related legal, tax, property condition, environmental, foreign reporting requirements and other specialized advice.

Date: _____ Owner: _____ Tax ID: _____

Date: _____ Owner: _____ Tax ID: _____

Cellular Telephone: _____ Work Telephone: _____

Address: _____

Email Address: _____

Date: _____ Broker or Authorized Associate: _____

Cellular Telephone: _____ Work Telephone: _____

Address: _____

Email Address: _____