# Exclusive Right to Lease – Commercial

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

_____ ("**Owner**") and
_____ ("**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 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** 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**
5. **OWNER OBLIGATIONS**: In consideration of the obligations of **Broker**, **Owner** agrees:


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(A) To cooperate with **Broker** in carrying out the purpose of this Agreement, including providing **Broker** with all documents needed by prospective tenant, including but not limited to, financial statements, appraisals, records, and documents pertaining to the property/business. **Owner** warrants the accuracy of the information provided to **Broker** with respect to the Property and agrees to indemnify **Broker** from any liability or damages arising out of incorrect or undisclosed information.

(B) To immediately refer to **Broker** all inquiries regarding leasing of the Property.

(C) To make Property available for **Broker** access during reasonable times and furnish **Broker** with any access devices, including but not limited to keys and access codes.

(D) To notify **Broker** in the event **Owner** or a tenant terminates a lease on the Property prior to lease expiration date.

(E) To inform **Broker** before conveying the Property.

(F) To indemnify and hold harmless **Broker** and Broker's officers, directors, agents and employees from all claims, demands, causes of action, costs and expenses, including reasonable attorneys' fees at all levels, and from liability to any person, to the extent based on **Owner's** misstatement, negligence, action, inaction or failure to perform the obligations of this contract or any lease or agreement with a vendor. This subparagraph will survive **Broker's** performance.

**6. COMPENSATION**: **Broker's** fee is earned when **Owner** agrees to sell, lease or exchange all or part of the Property to anyone ready, willing and able to on the Terms of this Agreement or any other terms acceptable to **Owner** .

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

☐ _____% of the net aggregate rent
☐ _____% of the gross rent, ☐ including ☐ excluding sales tax
☐ _____% of _____ month's rent, ☐ including ☐ excluding sales tax
☐ $_____flat fee, ☐ including ☐ excluding sales tax
☐ _____% of the total purchase price
☐ see attached custom commission rider
☐ other: _____

_____

_____

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

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

_____

_____

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

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

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

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

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


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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** (_____) (_____), **Listing Associate** (_____) and **Listing Broker** (_____) 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: _____ Authorized Associate or Broker: _____

Cellular Telephone: _____ Work Telephone: _____

Address: _____

Email Address: _____



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