Commission Agreement

________________________ ("Seller/Landlord") and ________________________ ("Broker") agree that ________________________ ("Brokerage") may market and make reasonable efforts to (check one) ☐ sell ☐ lease the Seller's/Landlord's property located at ________________________ ("Property") to ________________________ ("Consumer").

(Name optional, complete if applicable.)

Brokerage commissions are negotiable and not fixed by law.

If the Property is (check one) ☐ sold, placed under option, or under contract to sell ☐ leased to the Consumer, or any other prospect introduced by Broker, on ________________________ (date) or within ______ days (default 180 days if left blank), the Seller/Landlord agrees to pay Broker:

☐ $__________
☐ ______% of the Property's gross purchase price.
☐ ______% of the gross lease value for the executed lease of the Property.
☐ Other (specify): ________________________

The Seller/Landlord agrees to pay the Broker's fee upon closing of the sale or at the time of lease execution. The Broker's fee will still be owed if the Seller/Landlord defaults on a signed sales contract or lease with the Consumer, or if the Seller/Landlord mutually agrees with the Consumer to cancel such contract or lease. If legal action is required to enforce this agreement, the prevailing party will be entitled to recover reasonable attorney's fees, costs, and related expenses from the non-prevailing party.

For commercial real estate as defined in Section 475.701, Florida Statutes, the Florida Commercial Real Estate Sales Commission Lien Act allows a broker who has earned a commission under a brokerage agreement to place a lien against the Seller's net sales proceeds for the commission owed. These lien rights cannot be waived prior to the commission being earned.

For commercial real estate as defined in Section 475.801, Florida Statutes, the Florida Commercial Real Estate Leasing Commission Lien Act allows a broker who has earned a commission under a brokerage agreement to place a lien against the Seller's interest in the Property for the commission owed. These lien rights cannot be waived prior to the commission being earned.

Additional Terms: ____

Seller/Landlord

Date

Seller/Landlord

Date

Broker or Authorized Associate

Date