Exclusive Right to Lease – Commercial

This Exclusive Right to Lease Agreement ("Agreement") is made between ___________________________________ ("Owner") and ___________________________________ ("Broker").

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1. AUTHORITY TO LEASE PROPERTY:
Owner grants Broker the **exclusive right to secure a tenant** for the real and personal property ("Property") described below. This right begins on __________ and ends at 11:59 p.m. on __________ ("Leasing Period"). If the Property becomes vacant during the Leasing Period, both Owner and Broker remain bound by this Agreement until the Leasing Period expires. Owner confirms that he/she is legally authorized to lease the Property.

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2. PROPERTY DESCRIPTION:
(A) Street Address: ____
Legal Description: ____

(B) Personal Property (including equipment, inventory, supplies, or machinery):
____

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

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3. RENTAL TERMS:
(A) Rental Rate: $ __________ per ________ square foot at terms acceptable to Owner.
(B) Additional Terms: ____

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4. BROKER RESPONSIBILITIES:
Broker agrees to make reasonable efforts to lease the Property, which includes providing information, negotiating lease terms, coordinating with attorneys when needed, preparing lease renewals, and promoting the Property. Broker is authorized to take the following actions if selected by Owner (check applicable):

☐ Place appropriate signage, including "For Rent," on the Property.
☐ Advertise the Property through cooperative marketing systems or other media.
☐ List the Property on the Internet.
☐ Install a lock box to allow access for showings.
☐ Conduct direct marketing at Broker's expense (Broker makes no guarantee regarding the character, reliability, or financial stability of any prospective tenant).
☐ Execute leases on Owner's behalf (requires a Special Power of Attorney).
☐ Accept compensation for the transaction, unless otherwise restricted by Owner or by law.
☐ Withhold Owner's name in advertising.
☐ Conduct inspection and inventory of the Property at lease conclusion.
☐ Other: ____

Advertising: Broker agrees to use reasonable efforts to market the Property, including online advertising, unless limited by the Owner's selections below:

☐ (i) Broker may advertise the Property online, but the street address will not be displayed.
☐ (ii) Broker may not advertise the Property online at all. (Owner understands that if option (ii) is chosen, the Property will not appear in online searches.)

____________ Initials of Owner

5. OWNER RESPONSIBILITIES

In return for the Broker's services, the Owner agrees to:

(A) Work with Broker to fulfill this Agreement, including providing all necessary documents requested by potential tenants (such as financial statements, appraisals, records, or property/business documents). Owner guarantees the accuracy of all information supplied and accepts full responsibility for any errors, omissions, or undisclosed details.

(B) Direct all inquiries about leasing the Property immediately to the Broker.

(C) Provide Broker with reasonable access to the Property during agreed-upon times, including keys, access codes, or any other necessary entry devices.

(D) Notify Broker if any lease on the Property is terminated before its expiration date.

(E) Inform Broker prior to transferring ownership of the Property.

(F) Protect and indemnify Broker, as well as its officers, agents, and employees, from any claims, damages, legal fees, or expenses caused by the Owner's misstatements, negligence, or failure to comply with this Agreement or related obligations. This responsibility continues even after the Agreement ends.

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6. COMPENSATION

Brokerage fees are not fixed by law and are fully negotiable. Broker earns a commission when the Owner agrees to lease, sell, or transfer the Property to a qualified party under this Agreement or other acceptable terms.

(A) Compensation Structure
The Owner agrees to pay Broker one of the following:

- ___% of net aggregate rent
- ___% of gross rent ☐ including ☐ excluding sales tax
- ___% of ___ month's rent ☐ including ☐ excluding sales tax
- Flat fee of $___ ☐ including ☐ excluding sales tax
- ___% of the total purchase price
- See attached custom commission rider.
- Other: ______________________________

(B) Payment Terms
Broker's commission is due as follows:

- ☐ Full payment upon execution of lease, sales contract, or transfer agreement
- ☐ 50% upon execution, with the remaining 50% due at ☐ commencement/closing ☐ occupancy
- ☐ As outlined in the attached commission rider
- ☐ Other: ____________________________

(C) Renewal/Extension
Owner will also pay Broker a commission equal to ___% of net rent or ___% of gross rent (or ___% of ___ month's rent) for all renewals or extensions of the Lease.

(D) Expansion

 If the Lease is amended to include additional space, Owner will pay Broker a commission based on ___% of the rent for the expanded area, or as otherwise agreed.

(E) Protection Period
 If, within ___ days after the Leasing Period ends, the Owner leases the Property to a party Broker (or its representatives) negotiated with, Broker is entitled to the commission. Upon request, Broker must provide Owner with a written list of those parties. If the Owner enters into another exclusive listing after the Leasing Period, this clause will not apply.

(F) Florida Leasing Commission Lien Act
 This Act grants the Broker lien rights to secure commission payments agreed upon in this Agreement.

(G) Florida Sales Commission Lien Act
 This Act also grants the Broker lien rights to protect agreed sales commissions. The broker may claim a lien against the sales proceeds until paid. If the Owner plans to use sales proceeds as loan collateral, the Broker will release the lien in exchange for an escrow agreement where sufficient proceeds are held with the closing agent to cover 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:** Broker will cooperate with other brokers whenever it is considered advisable and in the Owner's best interest.

8. **DISPUTE RESOLUTION:** This Agreement is governed by Florida law. Any disputes between Broker and Owner related to this Agreement or its breach will first be submitted to mediation under the rules of the American Arbitration Association or another mutually acceptable mediator. If mediation does not resolve the dispute, the matter will be arbitrated under the rules of the American Arbitration Association or another mutually acceptable arbitrator. If arbitration does not bring resolution, either party may pursue legal action as permitted by law. Mediation fees will be shared equally. The prevailing party in any legal or arbitration proceedings may recover reasonable attorney's fees and costs. If the parties cannot agree on a mediator within 14 days after notice of the dispute, the mediator will be appointed in accordance with the arbitration rules. By initialing below, Owner (**)(**) and Broker/Authorized Associate (____**)(**____) agree that unresolved disputes will be settled by binding arbitration in the county where the Property is located. Each party will be responsible for its own legal fees, costs, and expenses, while arbitration and administrative fees will be divided equally.

9. **MISCELLANEOUS:** This document constitutes the complete and final agreement between Broker and Owner. No prior or current agreements or representations will be binding unless included in this Agreement. Signatures, initials, referenced documents, counterparts, and modifications communicated either electronically or in writing will be valid and enforceable.

10. **ADDITIONAL CLAUSES:**

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Notice: Broker recommends that Owner seek advice from qualified professionals regarding legal, tax, property condition, environmental, or foreign reporting matters, as well as other specialized concerns.

Date: _______________ Owner: ____ Tax ID: __________________
 Date: _______________ Owner: ____ Tax ID: __________________

Cellular Phone: __________________________ Work Phone: ___________________________
 Address: ____
 Email: ____

Date: _______________ Broker/Authorized Associate: _______________________________________
 Cellular Phone: __________________________ Work Phone: ___________________________
 Address: ____

Email: ____