



## EXCLUSIVE LEASE LISTING AGREEMENT

This Agreement is made by and between \_\_\_\_\_  
("Owner") and \_\_\_\_\_ ("Firm"). Owner hereby  
grants to Firm the exclusive and irrevocable right to lease and to receipt for deposit in connection therewith  
Owner's commercial real estate legally described as set forth on attached Exhibit A and commonly described as  
\_\_\_\_\_ City of  
\_\_\_\_\_, \_\_\_\_\_ County, Washington (the "Property").

1. **DURATION OF AGREEMENT.** This Agreement shall commence on \_\_\_\_\_ and shall  
expire at 11:59 p.m. on \_\_\_\_\_.

2. **PRICE AND TERMS.** Owner agrees to list the Property at a lease price of \$ \_\_\_\_\_ per \_\_\_\_\_  
and shall consider offers that include the following terms:

Term of Lease: \_\_\_\_\_

Terms: \_\_\_\_\_

3. **DEFINITIONS.** As used in this Agreement, (a) "CBA" shall mean the Commercial Brokers Association; (b)  
"lease" shall mean lease, sublease, sell, or enter into a contract to lease, sublease, or sell the Property; and  
(c) "lessee" shall include sublessees, if applicable. The phrases "this Agreement" and "during the term hereof"  
include extensions or renewals of this Agreement.

4. **AGENCY / DUAL AGENCY.** Owner authorizes Firm to appoint \_\_\_\_\_  
as Owner's Listing Broker. This Agreement creates an agency relationship with Listing Broker and any of  
Firm's brokers who supervise Listing Broker's performance as Owner's agent ("Supervising Broker"). No other  
brokers affiliated with Firm are agents of Owner, except to the extent that Firm, in its discretion, appoints other  
brokers to act on Owner's behalf as and when needed.

If the Property is leased to a tenant represented by one of Firm's brokers other than Listing Broker ("Tenant's  
Broker"), Owner consents to any Supervising Broker who also supervises Tenant's Broker acting as a dual  
agent. If the Property is leased to a tenant who Listing Broker also represents, Owner consents to Listing  
Broker and Supervising Broker acting as dual agents. Owner has received from Listing Broker the pamphlet  
entitled "The Law of Real Estate Agency."

If any of Firm's brokers act as a dual agent, Firm shall be entitled to the entire commission payable under this  
Agreement plus any additional compensation Firm may have negotiated with the tenant.

5. **PROPERTY OWNERSHIP AND INFORMATION.** Owner warrants that Owner has the right to lease the  
Property on the terms set forth in this Agreement, and that the Property is free and clear of any  
encumbrances which would interfere therewith. Owner also warrants that the information on the Property  
Information pages of this Agreement is correct. Owner understands that Firm and other members of CBA will  
make representations to prospective lessees based solely on the property information in this Agreement and  
agrees to indemnify and hold Firm and other members of CBA harmless in the event the foregoing warranties  
are incorrect. Owner acknowledges receipt of a copy of this Agreement, with the Property Information pages  
of this Agreement fully completed.



**EXCLUSIVE LEASE LISTING AGREEMENT**  
(continued)

6. **COMMISSION.** Firm shall be entitled to a commission if: (a) Firm leases or procures a lessee on the terms of this Agreement, or on other terms acceptable to Owner; (b) Owner leases the Property directly or indirectly or through any person or entity other than Firm during the term of this Agreement; (c) Owner leases the Property within six months after the expiration or sooner termination of this Agreement to a person or entity that submitted an offer to purchase or lease the Property during the term of this Agreement or that appears on any registration list provided by Firm pursuant to this Agreement or an "Affiliate" of such a person or entity that submitted an offer or that appears on the registration list; (d) the Property is made unleaseable by Owner's voluntary act; or (e) Owner cancels this Agreement, or otherwise prevents Firm from leasing the Property. The commission shall be calculated as follows:

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Firm shall submit any registration list to Owner within 15 days after the expiration or sooner termination of this Agreement and shall only include on the registration list persons or entities to whose attention the Property was brought through the signs, advertising or other action of Firm, or who received information secured directly or indirectly from or through Firm during the term of this Agreement. Owner shall provide the registration list to any other brokers that assist the Owner with this Property. "Affiliate" means, with respect to any person or entity that submitted an offer during the term of this Agreement or that appears on the registration list, a person or entity which has more than a 10% ownership or voting interest in such an entity or any entity in which more than 10% of the ownership or voting interests are owned or controlled by such a person or entity.

7. **FIRM/MULTIPLE LISTING.** Firm shall cause this listing to be published by CBA for distribution to all CBA members through CBA's listing distribution systems. Firm shall cooperate with all other members of CBA in working toward the lease of the Property. Owner understands and agrees that all property information contained in this Agreement or otherwise given to CBA becomes the property of CBA, is not confidential, and will be given to third parties, including prospective lessees, other cooperating members of CBA who do not represent the Owner and, in some instances, may represent the lessee and other parties granted access to CBA's listing systems. Owner agrees that Firm may record this Agreement. Regardless of whether a cooperating member is the firm of the lessee, the Owner, neither or both, the member shall be entitled to receive the selling office's share of the commission as designated by the listing office. IT IS UNDERSTOOD THAT CBA IS NOT A PARTY TO THIS AGREEMENT, AND ITS SOLE FUNCTION IS TO FURNISH THE DESCRIPTIVE INFORMATION SET FORTH IN THIS LISTING TO ITS MEMBERS, WITHOUT VERIFICATION AND WITHOUT ASSUMING ANY RESPONSIBILITY FOR SUCH INFORMATION OR IN RESPECT TO THIS AGREEMENT.

8. **ATTORNEY'S FEES.** In the event either party employs an attorney to enforce any terms of this Agreement and is successful, the other party agrees to pay a reasonable attorney's fee and any costs and expenses incurred. In the event of trial, venue shall be in the county in which the Property is located, and the amount of the attorney's fee shall be as fixed by the court.



**EXCLUSIVE LEASE LISTING AGREEMENT**  
(continued)

9. **ADDITIONAL TERMS.** In addition to the Property Information pages of this Agreement and Exhibit A (legal description), the following amendments or addenda (which are also attached hereto) are part of this Agreement:

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**OWNER**

\_\_\_\_\_  
Owner/Authorized Signature  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
Owner/Authorized Signature  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**FIRM**

\_\_\_\_\_, Firm (Company)  
(Office)

By \_\_\_\_\_  
(Authorized Representative)

Date: \_\_\_\_\_



**EXCLUSIVE LEASE LISTING AGREEMENT**  
(continued)

**EXHIBIT A**  
[Legal Description]