© Commercial Brokers Association
ALL RIGHTS RESERVED

EXCLUSIVE LEASE LISTING AGREEMENT

This Exclusive Lease Listing Agreement ("Agreement") is made between _____ ("Landlord") and _____ ("Firm"). Subject to the terms and conditions set forth in this Agreement, Landlord hereby grants to Firm the exclusive and irrevocable right to lease, and to receive deposits in connection therewith, Landlord's commercial real estate legally described as set forth on attached Exhibit A and commonly described as _____, City of _____, _____ County, Washington ("Property").

1. **DEFINITIONS.** As used in this Agreement, (a) "CBA" shall mean the Commercial Brokers Association; (b) "lease" shall mean a lease, sublease, or sale, or entering into a contract to lease, sublease, or sell the Property; (c) "tenant" shall mean the lessee or tenant leasing or entering into a contract to lease the Property; and (d) "sell" shall mean a transfer of ownership of the Property for valuable consideration or enter into a contract to sell the Property.
2. **DURATION OF AGREEMENT.** This Agreement shall commence on _____, 20_____ and shall expire at 11:59 p.m. on _____, 20_____("Term").
3. **RENT AND OTHER LEASE TERMS.** Landlord agrees to list the Property at a rental of $_____ per _____ and shall consider offers that include the following terms:

   Term of Lease: _____

   Other Lease Terms and Conditions: _____
4. **AGENCY.** Landlord authorizes Firm to appoint _____ as Landlord's Listing Broker. This Agreement creates an agency relationship between Landlord and any of Firm's managing brokers, including Firm's Designated Broker, who supervise Listing Broker ("Supervising Broker") during the Term. No other brokers affiliated with Firm are agents of Landlord.

   Landlord acknowledges receipt of the pamphlet entitled "Real Estate Brokerage in Washington."
5. **LIMITED DUAL AGENCY.**

   a. Listing Broker as Limited Dual Agent. If initialed below, Landlord consents to Listing Broker and Supervising Broker acting as limited dual agents in the leasing of the Property to a tenant that Listing Broker also represents. Landlord acknowledges that, as a limited dual agent, RCW 18.86.060 prohibits Listing Broker from advocating terms favorable to Landlord to the detriment of tenant and further limits Listing Broker's representation of Landlord.

   _____
   Landlord's Initials Date Landlord's Initials Date

   b. Firm Limited Dual Agency. If the Property is rented to a tenant represented by one of Firm's brokers other than Listing Broker ("Tenant's Broker"), Seller consents to any Supervising Broker, who also supervises Tenant's Broker, acting as a limited dual agent.

   If any of Firm's brokers act as a limited dual agent, Firm shall be entitled to the compensation payable under this Agreement plus any compensation Firm may have negotiated with the tenant.
6. **LANDLORD'S REPRESENTATIONS AND WARRANTIES; PROPERTY OWNERSHIP AND INFORMATION.** Landlord represents and warrants that Landlord has the right to lease the Property and all portions thereof on the terms set forth in this Agreement, and that the Property is free and clear of any encumbrances which would interfere therewith. Landlord also represents and warrants that the information provided by Landlord in connection with listing the Property under this Agreement ("Property Information") is true and correct. Landlord understands that Firm and other members of CBA will make (and cause to be made) representations to prospective tenants based

© Commercial Brokers
Association
ALL RIGHTS RESERVED

EXCLUSIVE LEASE LISTING AGREEMENT

solely on the Property Information and agrees to indemnify and hold Firm and other members of CBA harmless in the event the foregoing representations and warranties are incorrect, and in the event Landlord fails to promptly make such representation or warranty correct during the Term of this Agreement.

7. COMPENSATION. Landlord acknowledges that there are no standard compensation rates and the compensation in this Agreement is fully negotiable and not set by law. Firm shall be entitled to compensation if: (a) Landlord leases the Property or procures a tenant for the Property during the Term; (b) Landlord leases the Property within six months after the expiration or sooner termination of this Agreement to a person or entity that: (i) submitted an offer to lease the Property during the term of this Agreement, or (ii) that appears on any registration list provided by Firm pursuant to this Agreement, or (iii) an "Affiliate" (as such term is defined below) of such a person or entity that submitted an offer or that appears on the registration list; (c) the Property is made untenantable by Landlord's voluntary or negligent act or voluntary or negligent failure to act; or (d) Landlord terminates this Agreement except as permitted herein, or otherwise takes any action in violation of this Agreement that prevents Firm from leasing the Property. "Affiliate" means, with respect to any person or entity that submitted an offer for lease during the Term of this Agreement or that appears on the registration list, a person or entity which owns or controls more than a 10% ownership or voting interest in such offering entity.

Firm shall submit any registration list to Landlord within fifteen (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.

Landlord shall pay compensation as follows:

a. Firm Compensation:

Firm's Compensation shall be:

i. ☐ $ _____

☐ _____ % of the gross rent for the first _____ months in which rent is to be paid; plus

_____ % of the gross rent for the next _____ months in which rent is to be paid; plus

_____ % of the gross rent for the next _____ months in which rent is to be paid

☐ _____ % of the base rent for the first _____ months in which rent is to be paid; plus

_____ % of the base rent for the next _____ months in which rent is to be paid; plus

_____ % of the base rent for the next _____ months in which rent is to be paid

☐ $ _____ per square foot per year of the Property for the first _____ years of a lease agreement for a Property; plus

$ _____ per square foot per year of the Property for the next _____ years of a lease agreement for a Property; plus

$ _____ per square foot per year of the Property for the next _____ years of a lease agreement for a Property

© Commercial Brokers Association
ALL RIGHTS RESERVED

EXCLUSIVE LEASE LISTING AGREEMENT

☐ Other _____

or

ii. If the tenant is not represented by a tenant brokerage firm, Firm's compensation shall be _____ (equal to the amount in Section 7(a)(i) if not filled in).

☐ Notwithstanding anything to the contrary contained in this Agreement, Firm shall not be entitled to a commission for procuring a buyer for the sale of, or selling, the Property.

b. Tenant Brokerage Firm Compensation:

i. _____ to a cooperating broker representing the tenant ("Tenant Brokerage Firm") ("Tenant Brokerage Firm Compensation"), which includes another broker affiliated with Firm who represents the tenant; or

ii. If the Listing Broker represents both Landlord and the tenant as a limited dual agent, _____ (equal to the amount in Section 7(b)(i) if not filled in).

Tenant Brokerage Firm Compensation shall be paid as set forth above unless modified by the tenant and Tenant Brokerage Firm in a mutually accepted lease. Tenant Brokerage Firm is an intended third-party beneficiary of this Agreement.

c. Time of Payment: Compensation shall be paid one-half (50%) upon execution and delivery of the lease between Landlord and Tenant and one-half (50%) upon lease commencement, unless otherwise agreed in writing. Any compensation due under this Agreement that is not timely paid shall accrue interest at _____% per annum.

Landlord consents to Firm receiving compensation from more than one party and to sharing compensation between firms, provided that any terms and amounts offered to or by Firm are disclosed as required by RCW 18.86.030.

Landlord acknowledges that offering compensation to Tenant Brokerage Firm is not required.

8. **MULTIPLE LISTING SERVICE; DISCLAIMER OF LIABILITY.** Firm shall cause this listing to be published by the Commercial Brokers Association ("CBA") for distribution to all CBA members through CBA's listing distribution systems. Firm shall use commercially reasonable efforts to cooperate with all other members of CBA in working toward the lease of the Property. Landlord 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 tenants and other cooperating members of CBA who do not represent the Landlord and, in some instances, may represent the tenant or other interested parties. It is understood that CBA is not a party to this Agreement, that its sole function is to furnish the descriptive information set forth in the listing to its members, without duty of investigation or verification and without assuming any responsibility for such information, or dissemination thereof.

9. **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 reasonable attorneys' fees and any costs and expenses incurred as a result of such enforcement. 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.

10. **COUNTERPARTS**. This Agreement may be executed in counterparts, each of which, when combined, shall constitute one single, binding agreement.

11. **ADDITIONAL TERMS.** In addition to the Property Information provided as part of this Agreement and Exhibit A

© Commercial Brokers
Association
ALL RIGHTS RESERVED

EXCLUSIVE LEASE LISTING AGREEMENT

(legal description), the following amendments or addenda (which are also attached hereto) are part of this Agreement: _____.

© Commercial Brokers
Association
ALL RIGHTS RESERVED

EXCLUSIVE LEASE LISTING AGREEMENT

Landlord

_____
Landlord/Authorized Signature

Name: _____
Title: _____
Date: _____

_____
Landlord/Authorized Signature

Name: _____
Title: _____
Date: _____

FIRM

_____, Firm (Company)
(Office)

By: _____
(Authorized Representative)

Date: _____

© Commercial Brokers
Association
ALL RIGHTS RESERVED

EXCLUSIVE LEASE LISTING AGREEMENT

EXHIBIT A

(Legal Description)

_____