



# AGENCY AGREEMENT FOR COMMERCIAL PROPERTY (PROPERTIES FOR LEASE)



1. **CONSIDERATION AND TERM OF CONTRACT.** In consideration of your agreement to use your best effort to find a Tenant for the real property described below, I hereby grant \_\_\_\_\_, the Broker, from \_\_\_\_\_ (date) to 12:00 midnight on \_\_\_\_\_ (date) the exclusive irrevocable right to lease the property (the "Property") located in the  City  Township  Village of \_\_\_\_\_, \_\_\_\_\_ County, Michigan, commonly known as: \_\_\_\_\_ and legally described as: \_\_\_\_\_

PP# \_\_\_\_\_. I understand that real estate agents who show the Property may not be acting as my agent; therefore, I understand that I should not disclose confidential information to other real estate agents that I would not disclose to a tenant.

Approx. lot size and/or acreage: \_\_\_\_\_;

Approx. building square footage offered: \_\_\_\_\_.

2. **PRICE, TERMS AND BROKERAGE FEE.** Landlord agrees to make the Property available for lease during the period of this listing and to lease the Property for a term of \_\_\_\_\_ months and for the sum of \$ \_\_\_\_\_ per month (\$ \_\_\_\_\_ per sq. ft. per year) or, with my consent, for a lesser or greater number of months or amount.

Landlord agrees to pay Broker a brokerage fee of \_\_\_\_\_ of the aggregate rent due and payable under the term of the lease if: the Property is leased by Broker or by Landlord or anyone else during the listing period; or a prospective Tenant ready, willing and able to lease the Property on the terms specified herein or other terms acceptable to Landlord is produced by Broker or any agent or person during the listing period; or the Property is leased within \_\_\_\_\_ months after expiration of the listing period to a Tenant who had been introduced to or provided information regarding the Property during the listing period by Broker or Landlord or any other agent or person, except that this provision shall not apply if the Property is leased pursuant to a valid listing agreement entered into with another member of an Association of REALTORS® subsequent to the expiration of the listing period of this agreement. The total brokerage fee shall be paid promptly upon execution of the lease of the Property, and shall not be affected by later breaches or termination of lease by Landlord or Tenant. If the Tenant shall expand the amount of space occupied, a commission based on this expanded square footage shall be paid at the time that the expansion occurs at the same rate or amount as agreed to in this contract for the original space. If a Tenant, anyone on its behalf, its heirs, personal representative, successors or assigns shall exercise an option in the original lease to renew or extend the original term, or extends the Tenant's occupancy in any manner, or shall negotiate any renewal, including month to month extensions of term, whether or not the renewal is made on the same terms as contained in the original lease, the above brokerage fee, based on the then agreed lease rates for the total renewal term shall also be paid at the beginning of each new or extended term of the original lease. Landlord shall notify Broker whenever such expansions, renewals, or extensions occur. Landlord agrees that the brokerage fee may be shared by the Broker with any cooperating broker who participates in the lease per the following compensation schedule:

Subagent (of the Landlord) \_\_\_\_\_ of the aggregate rent; Tenant's Agent \_\_\_\_\_ of the aggregate rent; Transaction Coordinator \_\_\_\_\_ of the aggregate rent.

Landlord represents and warrants that: (i) there are no obligations to pay brokerage fees to any person or entity except as specified in this Agreement; and (ii) there are no rights of first refusal or options to lease or purchase applicable to the Property. If these representations and warranties prove to be inaccurate, no such obligation shall diminish the obligation to pay the brokerage fee specified herein. Landlord and Broker agree that Broker shall be entitled to payment of reasonable attorney's fees and costs incurred by Broker to collect any commission owed under the terms of this Agreement. Seller agrees that interest shall accrue, and be paid to Broker, at the highest rate allowed by law on any unpaid balance, compounded monthly until paid.

If the Property is purchased in whole or in part by the Tenant or anyone acting on the Tenant's behalf at any time during and up until \_\_\_\_\_ months after the termination of the term of the lease, or any renewals, extensions or options thereof, including, but not limited to month-to-month renewals and holdover tenancies, a brokerage fee of \_\_\_\_\_ of the selling price shall be payable except that the sale commission shall be reduced in amount by that portion of the lease commission paid which is equal to the portion of the lease term or lease extension not completed by reason of the sale. Said brokerage fee shall be due and payable promptly after it is earned and in no event later than the closing of the transaction. Further, in the event said Property is sold by any form of conveyance or optioned to be sold by anyone before this listing agreement expires, I agree to pay you a brokerage fee of \_\_\_\_\_ of the sale price at the closing of the transaction.

Exceptions:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- 3. **REFERRAL.** Landlord agrees to refer to Broker all inquiries received concerning the Property during the period of this listing.
- 4. **SHOWINGS/DUAL AGENCY.** Landlord agrees that Broker can show the Property to, and obtain offers from, all prospective Tenant(s), including Tenant(s) with whom Broker has an agency relationship. In the event a Tenant with whom Broker has an agency relationship shall become interested in the Property, Broker shall notify Landlord and Tenant of its intention to represent both and obtain both parties' consent to the dual agency. Broker will preserve any confidential information obtained during any other agency relationship and Landlord agrees that such preservation of confidential information shall not constitute a breach of fiduciary duty owed by Broker to Landlord. Landlord also understands and agrees that Broker may show potential Tenant(s) properties other than the Property and provide potential Tenant(s) with general information on rents in the area.
- 5. **INDEMNIFICATION.** Landlord shall indemnify and hold Broker and Broker's agents and subagents harmless from any and all liability for any reason as a result of injury to person(s) or damage or loss to property arising out of a showing of the Property pursuant to this listing.
- 6. **POSSESSION.** Possession to be given \_\_\_\_\_, subject to rights of tenant(s), if any.
- 7. **MARKETING.** Broker is hereby authorized to photograph the Property and publish pictures, place a marketing sign on said Property and to remove all other marketing signs. Broker is also authorized to have access to said Property and all parts thereof for the purposes of showing same at reasonable hours, and to promote Property in any media it deems necessary.
- 8. **ADDITIONAL OFFERS.** In the event Landlord shall enter into a lease, Broker shall not be obligated to present any other offers to Landlord unless otherwise agreed to in writing with Broker.
- 9. **PRICE AND TERMS.** Landlord acknowledges that the lease terms may be disclosed by Broker to members of Associations of REALTORS®, multiple listing services and/or commercial property information exchanges.
- 10. **NON-DISCRIMINATION.** It is agreed by the Broker and Landlord, parties to this agreement, that discrimination because of religion, race, color, national origin, age, sex, marital status, disability, or familial status in connection with the offer, sale or lease of real estate is prohibited by law.
- 11. **HEIRS AND SUCCESSORS.** This contract binds Landlord, Broker, their personal representatives and heirs, and anyone succeeding to their interest in the Property.
- 12. **COST OF SERVICES OF PRODUCTS OBTAINED FROM OUTSIDE SOURCES.** Broker will not obtain or order products or services from outside sources (e.g. surveys, environmental tests, title insurances, inspections, etc.) without the prior written consent of Landlord. Landlord agrees to pay all costs of products or services obtained by Broker on Landlord's behalf.

13. **OTHER TERMS:**  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

14. **MISCELLANEOUS.** This contract contains all of the terms and conditions of the agreement between the parties with respect to its subject matter, and there are no representations, warranties, conditions, or promises except those expressly set forth in this contract. This contract may be modified only by a writing signed by the parties. If the Landlord is an entity, the undersigned represents and warrants that he/she has legal authority to execute this instrument on behalf of the Landlord and that the Landlord has full power and authority to enter into and perform this contract including the transactions as specified above. Landlord hereby acknowledges receipt of a completed copy of this contract. This contract shall be governed by Michigan law.

Listed by: \_\_\_\_\_ Entity: \_\_\_\_\_  
 Broker

through: \_\_\_\_\_ By: \_\_\_\_\_  
 Agent (Please sign name as you wish it to appear on final documents.)

Printed Name of Signatory: \_\_\_\_\_

Its: \_\_\_\_\_

Type of ownership if not an entity:

Sole  Joint  Other

Disclaimer: This form is provided as a service of the Michigan Association of REALTORS®. Please review both the form and details of the particular transaction to ensure that each section is appropriate for the transaction. The Michigan Association of REALTORS® is not responsible for use or misuse of the form, for misrepresentation, or for warranties made in connection with the form.

Landlord's Initials