_____
Listing Company

_____
Address

_____
Phone Numbers

LISTING CONTRACT FOR LEASE OF COMMERCIAL PROPERTY

The undersigned owner, its successors and assigns (hereinafter referred to as "Lessor") hereby engages _____ (hereinafter referred to as "Broker"), its successors and assigns, as Lessor's exclusive agent and grants to Broker the sole and exclusive right, irrevocably for a period of _____ (____) months after the date hereof, to offer for rent or lease the following described property:

_____

_____

_____

_____(hereinafter the "Property")

for a term of _____and price of _____

($_____) *per month* - _____, or for such other period or at such other rental as may hereafter be acceptable to Lessor. The lease covering the Property shall be on the standard form currently used by Lessor in leasing of property of the above type.

Broker is authorized to place its "For Lease" (subject to Lessor's approval) signs on the Property, at its expense. Broker shall determine, in its discretion, the extent to which the Property shall be advertised for lease, at Broker's cost, and the Lessor shall pay for the cost of all other advertising desired by Lessor.

Lessor agrees to refer all prospects for the leasing to Broker and Broker shall conduct all negotiations for the leasing of the Property.

Broker designates and Lessor accepts Listing Agent named below (Lessor's Designated Agent) as the only legal Lessor Designated Agent of Lessor. Broker reserves the right to name additional designated agents when in Broker's discretion it is necessary. If additional designated agents are named, Lessor will be informed in writing within a reasonable time. Any additional agent so designated shall be included in the term Lessor's Designated Agent as used in this agreement. Lessor acknowledges that Lessor's Designated Agent may from time to time have another sales associate who is not an agent of the Lessor to provide support in the marketing of Lessor's Property.

Lessor understands and agrees that this agreement is a contract for Broker to market Lessor's property and that Lessor's Designated Agent is the only legal agent of Lessor and that neither Broker nor any other sales associates affiliated with Broker will be acting as legal agent of the Lessor. Lessor's Designated Agent will be primarily responsible for the direct marketing and leasing of the Lessor's Property.

Lessor hereby agrees that if any agent designated by Broker as Lessor's Designated Agent is acting as a Lessees Designated Agent with any potential lessee of Lessor's Property, Lessor concurs for such agents to act as a dual agent in dealing with the potential lessee.

Lessor further acknowledges that the Broker's Designated Agent is an independent contractor of the Broker.

Broker agrees to make all reasonable efforts to find tenants for the Property.

If a Lease of the Property or any part thereof is executed during the term of this contract Lessor agrees to pay Broker a commission as set forth in paragraphs A and B below.

Lessor and Broker agree that the owner may elect either of the following paragraphs (method of commission payment), at his sole discretion, at execution of lease.

A) A cash commission of _____ (_____ %) percent of the scheduled gross lease value under the lease, to be paid in full upon execution of the lease. Lessor also agrees to pay a commission of _____ (_____ %) percent on any extensions, renewals or expansions on any new leases made by the Lessor with lessee, its sub-lessee, assigns, successors, affiliates, subsidiaries or any party related to the lessee.

B) A cash commission of _____ (_____ %) percent of the annually scheduled gross rentals under the lease, to be paid annually in advance. Lessor also agrees to pay a commission of _____ (_____ %) percent on any extensions, renewals or expansions on any new leases made by the LESSOR with lessee, its sub-lessee, assigns, successors, affiliates, subsidiaries or any party related to the lessee.

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In the event lessee purchases all or part of the above-described Property (or a majority of the ownership of the entity which owns the Property). Lessor agrees to pay Broker a real estate commission of **_____ (_____ %) percent of the gross sales price** of the Property (including cash, notes and any other consideration), such commission being payable in cash at the closing of the Act of Sale for the Property. The term "lessee" shall include any affiliate, assignee, successor, subsidiary or party related to the above referenced lessee.

Lessor has notified Broker, that to his knowledge, the Property _____ does _____ does not contain asbestos and other hazardous or ultra hazardous materials including but not limited to the underground storage tanks, PCB Transformers, etc.

Lessor acknowledges that except for the price the Lessor will take, confidential information includes only information designated in writing as being confidential or information the disclosure of which could materially harm the position of the Lessor. Lessor also acknowledges that information about the physical condition of the Property cannot be considered confidential. Lessor further acknowledges that Lessor's Designated Agent may disclose confidential information to the Broker for the purpose of seeking advice or assistance.

Lessor agrees to indemnify Broker against all liability, loss and expense that Broker may incur as a result of any claim or suit against Broker by any person, firm, corporation or other entity for personal injury or property damage sustained by such person, firm, corporation or other entity while on or about the herein above described Property, due to the condition of the Property or to Lessor's negligence.

Lessor agrees to hold Broker harmless from all claims, disputes, litigation, and judgments and all costs and reasonable attorney's fees incurred by Broker in connection therewith, arising from any incorrect information supplied by Lessor, or from any material fact known by Lessor concerning the Property which Lessor fails to disclose. Lessor represents that it is the owner of the Property and that there are no other owners of the Property.

Lessor agrees to indemnify and hold harmless Broker from any claims, demands, expenses, losses, damages or injuries (including death) to persons or the property that arise due to violations of fire

protection/prevention laws or other similar safety laws where such losses, damages or injuries are not caused by Broker's negligence or willful misconduct in acting as Broker with respect to the Property.

If an attorney is engaged to enforce its rights under this contract, Lessor agrees to pay the reasonable fee of such attorney, which fee is hereby fixed, if the collection of money is involved, at 15% of the amount thereof, and such fee in no event shall be less than $100.00. Lessor also agrees to pay all costs including but not limited to court costs and other expenses expended by Broker.

The policy of _____ is to do business in accordance with the Federal Fair Housing Law. It does not discriminate against any person because of race, color, religion, national origin, sex, marital status or physical disability. _____ will not refuse to rent or sell or negotiate for the rental or sale of the above property because of race, color, religion, national origin, sex, martial status or physical disability.

Date: _____

Owner(s):

Owner/Lessor's Designated Agent(s)

_____
By: Date

_____

_____
By: Date

_____

Expiration of Contract: _____

_____ hereby agrees to and accepts the foregoing

Listing Contract this _____ day of _____ 20__.

Broker

_____
By: Date