

Commission Agreement



_____ ("Seller/Landlord")
agrees that brokerage _____
("Broker")
may show and will use diligent effort to (Check as applicable) sell lease **Seller's/Landlord's** Property located at _____ ("Property")
to _____
("Prospect Consumer"). (Name optional, complete if applicable.)

Brokerage commissions are not set by law and are fully negotiable.

In the event the Property is (Check as applicable) sold, optioned, or contracted to be sold leased
to Prospect Consumer, or any other prospect procured by **Broker**, on _____ [date] or within _____
days (180 days if blank) thereafter, **Seller/Landlord** agrees to pay **Broker**:

- \$ _____
- _____ % of the gross purchase price of the Property.
- _____ % of the gross lease value of a lease executed regarding the Property.
- other (specify) _____

Seller/Landlord will pay **Broker's** fee in the event of sale, at time of closing the sale; or in the event of lease, at time of lease execution. **Broker's** fee is due if **Seller/Landlord** defaults on an executed sales contract or lease with **Prospect Consumer** or if **Seller/Landlord** agrees with **Prospect Consumer** to cancel an executed sales contract or lease. In any litigation arising out of this agreement, the prevailing party will be entitled to recover from the non-prevailing party reasonable attorney's fees, costs, and expenses.

If the Property is commercial real estate as defined by Section 475.701, Florida Statutes, the following disclosure will apply: The Florida Commercial Real Estate Sales Commission Lien Act provides that when a broker has earned a commission by performing licensed services under a brokerage agreement with you, the broker may claim a lien against your net sales proceeds for the broker's commission. The broker's lien rights under the act cannot be waived before the commission is earned.

If the Property is commercial real estate as defined by Section 475.801, Florida Statutes, the following disclosure will apply: The Florida Commercial Real Estate Leasing Commission Lien Act provides that when a broker has earned a commission by performing licensed services under a brokerage agreement with you, the broker may claim a lien against your interest in the property for the broker's commission. The broker's lien rights under the act cannot be waived before the commission is earned.

Additional Terms: _____

Seller/Landlord

Date

Seller/Landlord

Date

Authorized Broker or **Authorized Associate**

Date

DO NOT COPY