





## EXCLUSIVE AGENCY LEASE LISTING AGREEMENT (CONTINUED)

**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) Firm leases the Property or procures a tenant for the Property upon the terms of this Agreement, or upon other terms acceptable to Landlord; (b) Landlord leases the Property directly or indirectly or through any person or entity other than Firm during the Term of this Agreement; (c) 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; (d) the Property is made untenable by Landlord's voluntary or negligent act or voluntary or negligent failure to act; or (e) 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 consisting of the sum of the amounts set forth in Section 7(a) and 7(b) as follows:

a. Firm Compensation:

Firm's Compensation shall be:

i. \_\_\_\_\_

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).

b. Tenant Brokerage Firm Compensation:

Landlord shall pay compensation to a cooperating broker representing the tenant ("Tenant Brokerage Firm") ("Tenant Brokerage Firm Compensation") as follows:

i. \_\_\_\_\_

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



**EXCLUSIVE AGENCY LEASE LISTING AGREEMENT**  
(CONTINUED)

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, 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, 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 pages of this Agreement and Exhibit A (legal description), the following amendments or addenda (which are also attached hereto) are part of this Agreement:

\_\_\_\_\_



**EXCLUSIVE AGENCY LEASE LISTING AGREEMENT  
(CONTINUED)**

**Landlord**

\_\_\_\_\_  
Landlord/Authorized Signature

\_\_\_\_\_  
Landlord/Authorized Signature

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**FIRM**

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

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

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



**EXCLUSIVE AGENCY LEASE LISTING AGREEMENT**  
(CONTINUED)

**EXHIBIT A**

(Legal Description)

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