

**EXCLUSIVE AGENCY AGREEMENT FOR THE SALE  
OR LEASE OF COMMERCIAL OR INDUSTRIAL PROPERTY**

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

It is mutually agreed between the undersigned **OWNER** and **REALTOR** that the below described property is listed by **OWNER** with **REALTOR** on an exclusive agency basis with **REALTOR** having the right to sell or lease the property for a period beginning with the date of this agreement and ending \_\_\_\_\_ , \_\_\_\_\_ .

1. The **REALTOR** agrees to endeavor, by his best efforts, to sell or lease the property at the sale price or at the rental rate and on the terms below stated or later agreed upon and to advertise the property for sale or lease by placing, consistent with the rights of existing tenants, if any, an attractive sign or signs, with the designation "exclusive" thereon, on the premises and any other "For Sale" or "For Lease" signs shall be removed immediately by **OWNER**.

2. The **REALTOR** further agrees to list the property with other industrial and commercial **REALTORS** so that the property will receive maximum exposure and to compensate any cooperating **REALTOR** from the single commission paid by **OWNER**.

3. The **OWNER** agrees to pay the **REALTOR** a commission fee of Six percent of the sale price or Six percent of the total rentals to be received when and if the **REALTOR** produces a prospect ready, willing and able to purchase or lease the property at the sale price or rental rate and the terms stated below or later agreed upon, and the prospect so indicates his intention in writing, with the parties recognizing that **REALTOR** is not authorized to bind **OWNER** to execute a sale contract or a lease unless so empowered by **OWNER**, in writing; and in the event a deposit is made on a sale or a lease and is then forfeited, one-half of the deposit shall be paid to or retained by (as the case may be) the **REALTOR** but said payment shall not be in excess of the fee to which **REALTOR** would have been otherwise entitled to receive. A commission fee of Six per cent of total rentals to be received shall also be paid by **OWNER** to **REALTOR** on all rentals to be received for extensions and renewals of the lease term and for enlargements of the leased premises, when same occur, if ever, during the first 5 years of the tenant's occupancy, and in the event the property is leased and thereafter during the tenant's occupancy or within 90 days after its termination, the property is purchased by the tenant, **OWNER** shall pay to **REALTOR** the above sale's commission fee on said sale.

4. The **OWNER** further agrees to pay **REALTOR** said above commission if the property is sold, exchanged or leased by any person other than **OWNER** during the term of this agreement or if a sale, exchange or lease is made, directly or indirectly, within 180 (one hundred and eighty) days after the expiration of this agreement, to any person with whom the **REALTOR** has negotiated and whose name was disclosed to the **OWNER**, in

writing, by registered, certified, or regular mail within 10 after the expiration of this agreement.

5. The **OWNER** also agrees to refer all inquiries and prospects he may receive from any other broker to the **REALTOR** and **OWNER** does hereby give permission to **REALTOR** to enter the property at reasonable time to show it to prospects.

**6. PROPERTY, SALE PRICE, SALE TERMS, RENTAL RATE AND RENTAL TERMS:**

a. **Property Description:** \_\_\_\_\_

\_\_\_\_\_

b. **Street Address of Property:** \_\_\_\_\_

\_\_\_\_\_

c. **Sale Price:** \_\_\_\_\_

d. **Sale Terms:** \_\_\_\_\_

\_\_\_\_\_

e. **Rental Rate:** \_\_\_\_\_

f. **Rental Terms:** \_\_\_\_\_

\_\_\_\_\_

**REALTOR**

**OWNER**

Beckner & Associates, Inc.

\_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

ADDRESS: 17795 W 106th St

ADDRESS: \_\_\_\_\_

Olathe, KS 66061

\_\_\_\_\_

PHONE: (913) 541-4041

PHONE: \_\_\_\_\_