

SCHEDULE OF LEASING AGENT'S FEE

NOTE: This form is used by a leasing agent as an addendum when entering into a listing agreement or preparing a letter of intent (LOI), offer to lease or lease agreement, to set their fee due on the lease agreement and on any modification, extension or renewal of the lease agreement or purchase of the premises by the tenant.

DATE: _____, 20_____, at _____, California.
Items left blank or unchecked are not applicable.

FACTS:

1. This is an addendum to the following agreement:

- Lease Agreement [See **RPI** Form 550 and 552] Rental Agreement [See **RPI** Form 551]
 Offer to Lease [See **RPI** Form 556] Exclusive Authorization to Lease Property [See **RPI** Form 110]
 Exclusive Authorization to Locate Space [See **RPI** Form 111]

- 1.1 dated _____, 20_____, at _____, California,
1.2 entered into between _____, as the Landlord, and
1.3 _____, as the _____.
1.4 regarding real estate referred to as _____.

2. **Fees due and payable** to Broker by Landlord under the above referenced agreement include:

2.1 Leasing agent's fees on the initial lease of the premises in the following amounts:

- a. For leases with a term of five years or less:
1. _____% of the total rent for the first year;
2. _____% of the total rent for the second year;
3. _____% of the total rent for the third year;
4. _____% of the total rent for the fourth year; and
5. _____% of the total rent for the fifth year.
- b. For leases with a term of more than five years:
1. _____% of the total rent for the first five years;
2. _____% of the total rent for the second five years; and
3. _____% of the total rent for the remaining years.

2.2 Leasing agent's fees on any modification, extension, renewal, new lease or other leasehold arrangement for the continuing occupancy by Tenants, or Tenant's successors or agents, of the property or any other property owned or controlled by Landlord or Landlord's successors, in the amounts calculated under the fee schedule in paragraph 2.1 above, as though the occupancy was a continuation of the original lease.

2.3 A brokerage fee on the acquisition of ownership by Tenant, or Tenant's successors or agents, of any property which is the subject of a leasing agent's fee, in the following amounts:

- a. _____% of the first \$_____ of the purchase price paid by Tenant;
b. _____% of the next \$_____ of the purchase price paid by Tenant; and
c. _____% of the balance of the purchase price paid by Tenant.

3. **Fees due and payable** to Broker by Tenant under the above referenced agreement include:

3.1 Fees due Broker under paragraphs 2.2 and 2.3 on Tenant's renewal or extension of their occupancy and acquisition of ownership of the property if Tenant, during Tenant's continuing occupancy of the property, renews or extends their occupancy or acquires ownership of the property from a party other than Landlord or Landlord's successors bound by paragraphs 2.2 and 2.3 above.

4. Buyer's Broker and Seller's Broker, respectively, to share the brokerage fee _____ : _____
or _____.

I agree to the terms stated above.

See attached Signature Page Addendum. [**RPI** Form 251]
Date: _____, 20_____
Landlord's Broker: _____ CalBRE #: _____

Signature: _____
Tenant's Broker: _____ CalBRE #: _____

Signature: _____
Phone: _____ Cell: _____
Email: _____

I agree to the terms stated above.

See attached Signature Page Addendum. [**RPI** Form 251]
Date: _____, 20_____
Landlord: _____

Signature: _____
Tenant: _____

Signature: _____
Phone: _____ Cell: _____
Email: _____