



LANDLORD REPRESENTATION AGREEMENT

Prepared by: Agent _____
Broker _____

Phone _____
Email _____

NOTE: This form is used by a broker when employed by a commercial property landlord as their sole agent, to solicit prospective tenants and negotiate a lease of a specific property.

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

1. RETAINER PERIOD:

1.1 Landlord retains and grants to Broker the exclusive authorization to solicit prospective tenants and negotiate for the lease of the property for the period beginning on _____, 20 _____ and terminating on _____, 20 _____.

2. BROKER'S OBLIGATIONS:

2.1 Broker to use diligence in the performance of this agreement.
2.2 Broker may have or will contract to represent Owners of comparable properties or represent Tenants seeking comparable properties during the retainer period. Thus, a conflict of interest exists to the extent Broker's time is required to fulfill the fiduciary duty owed to others he now does or will represent.

3. ADDENDUMS to this agreement include:

- a. Title Report, or Title Policy
- b. Work Authorization [See **RPI Form 108**]
- c. Occupant's Operating Expense Profile [See **RPI Form 562**]
- d. Criminal Activity and Security Disclosure Statement [See **RPI Form 321**]
- e. _____
- f. _____

4. BROKERAGE FEE:

NOTICE: The amount or rate of real estate fees is not fixed by law. They are set by each Broker individually and may be negotiable between the Client and Broker.

- 4.1 Landlord agrees to pay Broker see attached fee schedule [See **RPI Form 113-1**], or _____ as compensation for services rendered, **WHEN:**
- a. Anyone procures a tenant on the terms stated in this agreement, or any other terms acceptable to Landlord, during the period of the representation;
 - b. The property is withdrawn from the rental market without Broker's consent, which will not be unreasonably withheld, or otherwise made unmarketable by Landlord during the period of the representation;
 - c. The Landlord terminates this employment of the Broker without legal justification during the representation period; or
 - d. Within one year after termination of this agreement, Landlord or their agent commences negotiations which later result in a transaction contemplated by this agreement with a tenant with whom Broker, or a tenant's broker, negotiated during the period of this agreement. Broker to identify prospective tenants by written notice delivered personally or electronically, or mailed to Landlord within 21 days after termination of this agreement. [See **RPI Form 122**]
- 4.2 Landlord agrees to pay Broker a fee of see attached fee schedule, when Broker procures a buyer who acquires the property or a tenant who purchases the property during the term of Tenant's lease or any modification, extension or renewal of the lease or other continuing occupancy of the property, [See **RPI Form 113-1**], or _____.
- 4.3 Landlord agrees to pay Broker the sum of \$_____ per hour of time accounted for by Broker, not to exceed \$_____, when this agreement terminates without Landlord becoming obligated to pay Broker a fee.

5. GENERAL PROVISIONS:

- 5.1 Landlord acknowledges receipt of the Agency Law Disclosure. [See **RPI Form 550-2**]
- 5.2 Broker is authorized to place a For Sale sign on the property, inspect the property's condition, verify any operating income or expenses and publish and disseminate property information to meet the objectives of this employment.
- 5.3 Landlord authorizes Broker to cooperate with other agents and divide with them any compensation due.
- 5.4 Broker is authorized to receive, on behalf of any tenant, an offer and deposit.

- 5.5 The Landlord's acceptance of any tenant's offer to lease to be contingent on approval of the tenant's creditworthiness and management capabilities.
- 5.6 Before any party to this agreement files an action on a dispute arising out of this agreement which remains unresolved after 30 days of informal negotiations, the parties agree to enter into non-binding mediation administered by a neutral dispute resolution organization and undertake a good faith effort during mediation to settle the dispute.
- 5.7 The prevailing party in any action on a dispute is entitled to attorney fees and costs, unless they file an action without first offering to enter into mediation to resolve the dispute.
- 5.8 This agreement is governed by California law.

6. REAL ESTATE:

- 6.1 Type _____
Address _____
Referred to as _____

Vesting _____
- 6.2 Encumbrances of record:
 - a. A first mortgage in the amount of \$ _____, payable \$ _____ per month until paid, including interest at _____%, ARM, type _____, impounds being \$ _____ monthly.
Lender _____
 - b. A second mortgage in the amount of \$ _____, payable \$ _____ per month, including interest at _____%, due _____, 20_____.
Lender _____
 - c. Other encumbrance, bond, assessment or lien in the amount of \$ _____.
 - d. Any defaults _____

7. PERSONAL PROPERTY INCLUDED:

- 7.1 Referred to as _____

_____.

8. CONDITION OF TITLE:

- 8.1 Landlord's interest in the property is:
 - a. Fee simple
 - b. Leasehold
 - c. _____
- 8.2 Landlord warrants there are no unsatisfied judgments or actions pending against them, no condemnation/eminent domain proceedings or other actions against the property, and no unrecorded deeds or encumbrances against the property.

9. LEASE TERMS:

- 9.1 The lease term sought is for a period of _____
- 9.2 Occupancy to be available _____, 20_____.
- 9.3 Initial rent shall be \$ _____, payable on the _____ day of each month, with annual adjustments based on _____.
- 9.4 A total deposit of \$ _____, being \$ _____ advance rents and \$ _____ security deposit.
- 9.5 A late charge of \$ _____ to be incurred _____ days after the rent is due, plus interest at _____% per annum beginning from the due date for the delinquent rent.
- 9.6 Tenant to pay for and maintain:
 - a. Water
 - b. Gas
 - c. Electricity
 - d. Heat/Air Conditioning
 - e. Public liability insurance
 - f. Property damage insurance
 - g. Plate glass insurance
 - h. _____

- 9.7 Landlord to maintain _____
- 9.8 Tenant may not assign, lease or sublet any portion of the property without written consent of the Landlord.
- 9.9 The lease form sought to be used by Landlord is form # _____ published or drafted by _____.
- 9.10 Other terms _____

I agree to employ Broker on the terms stated above.

See attached Signature Page Addendum. [RPI Form 251]

Date: _____, 20____

Landlord: _____

Signature: _____

Address: _____

Phone: _____ Cell: _____

Email: _____

I agree to render services on the terms stated above.

Date: _____, 20____

Broker's Name: _____

Broker's DRE #: _____

Agent's Name: _____

Agent's DRE #: _____

Signature: _____

Address: _____

Phone: _____ Cell: _____

Email: _____