LANDLORD REPRESENTATION AGREEMENT

Prepared by: Agent _____ **Phone** _____
Broker _____ **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 the real estate.

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 terms and conditions for the conveyance of a leasehold interest in the real estate 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 landlords 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 Broker 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. ☐ _____
g. ☐ _____

4. GENERAL PROVISIONS:

4.1 Landlord acknowledges receipt of the Agency Law Disclosure. [See **RPI** Form 550-2]

4.2 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.

4.3 Landlord authorizes Broker to divide with other brokers any compensation due Broker.

4.4 Broker is authorized to receive, on behalf of any tenant, an offer and deposit.

4.5 The Landlord's acceptance of any tenant's offer to lease to be contingent on approval of the tenant's creditworthiness and management capabilities.

4.6 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.

4.7 This agreement is governed by California law.

5. 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 Landlord and Broker.

5.1 Landlord agrees Broker earns a fee of the amounts calculated under the fee schedules in paragraph 5.2, 5.3 and 5.4, or ☐ _____, as compensation for services rendered, WHEN:

a. Anyone procures a tenant who during the period of the representation acquires, or negotiates to acquire and later acquires, a leasehold or fee interest in the real estate on terms substantially the same as described below, or any other terms acceptable to Landlord;

b. 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 retainer period. Broker to identify the 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];

c. 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 retainer period; or

d. Landlord terminates this employment of Broker without legal justification during the retainer period.

5.2 On Landlord conveyance to Tenant of a leasehold interest in the real estate, the fees due Broker are in the following amounts:

For leaseholds with a term of five years or less:

a. _____% of the total rent for the first year;
b. _____% of the total rent for the second year;
c. _____% of the total rent for the third year;
d. _____% of the total rent for the fourth year; and
e. _____% of the total rent for the fifth year.

For leaseholds with a term of more than five years:

a. _____% of the total rent for the first five years;
b. _____% of the total rent for the second five years; and
c. _____% of the total rent for the remaining years.

5.3 For an extension, renewal or holdover tenancy of the leasehold by Tenant, the fees due are amounts calculated under the fee schedules in paragraph 5.2 above, as though the continued tenancy was part of the original lease agreement.

5.4 On acquisition of fee ownership of the real estate by Tenant or their successors or agents at any time in the future, or by a user of the property resulting from negotiations during the retainer period, the fees due Broker are in the following amounts:

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

5.5 Payments of the fee amounts earned and due Broker under 5.1 are the obligations of Landlord.

5.6 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.

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 on the amount of the delinquent rent accruing from the due date for payment of 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 The lease form sought to be used by Landlord is form #_____ published or drafted by _____.

9.9 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: _____