



CONTRACT EMPLOYING REAL ESTATE BROKER FOR LEASE OF PROPERTY

This agreement dated _____, is made by and between _____, whose address is _____, referred to as "owner", and _____, whose address is _____, referred to as "Broker".

1. PROPERTY: _____ are owners of the following real estate: _____
2. EMPLOYMENT OF BROKER: Owner gives the broker the sole right to rent space in the above property to prospective tenants.
3. COMMISSION: Owner agrees to pay the Broker a commission of **the equivalent of one half of one month's rent** for services in obtaining the tenants and in negotiating and closing each lease. Owner reserves the right to reject any such lease and will not be responsible for any commission unless and until Owner accepts the lease and receive payment therefore. A commission of **7% (seven percent)**, will be payable monthly if Owner requires Broker to collect monthly rents and forward rents to Owner or deposit rents into bank account set up by Owner. Included in this fee the Broker will be the local contact for tenant for any issues regarding upkeep of the property, excluding lawn care which the owner or tenant will be responsible for.
4. SOLE AGENCY: I agree to refer all inquiries from prospective tenants or their agents to the Broker. The Broker agrees to use his or her best efforts to lease the property to such prospects.
5. OTHER BROKERS: The Broker agrees to obtain the assistance of other Brokers, as required, and to pay same out of the aforesaid commissions provided for in this agreement. In no event shall Owner be liable for additional commissions due to the efforts of any other Broker.
6. ADVERTISEMENT: The Broker and all other Brokers as notes above shall be entitled to advertise the rental of this property and take all necessary steps in accordance with this agreement.
7. SIGNS: The Broker will provide suitable sign or signs to be placed on the property, subject to owner's approval.
8. TERM OF AGREEMENT: This agreement shall remain effective until _____, unless terminated prior thereto.
9. TERMINATION: Either party may terminate this contract on twenty (20) days notice. Such termination shall not limit the Broker's right to commissions resulting from pending negotiations and pending leases. However, no commissions shall be paid from rents received three (3) months after the termination of this agreement.
10. SECURITY DEPOSIT: The security deposit collected by the Broker will be the responsibility of the Owner after collection.
11. BROKERAGE: To recognize the Agent as the exclusive broker for the sale of the property during the term of this agreement and to pay the Agent a commission at the rate of 6%. Upon and after the termination a commission shall be paid to the Agent, such fee shall be paid if the property is sold or exchanged within 30 days after the expiration of this listing contract or any extensions thereof to anyone with whom Brokerage has had negotiations prior to expiration.
12. SIGNATURES: Both the Broker and the Owner agree to the above:

OWNER: _____

BROKER: _____
Nina Masseria, Carriage Trade Realty, Inc.