

Commission Agreement



_____ ("**Seller/Landlord**")
 agrees that _____ ("**Broker**")
 may show and will use diligent effort to (**Check as applicable**) sell lease **Seller's/Landlord's** Property located at
 _____ ("**Property**")
 to _____ ("**Prospect**").

In the event the Property is (**Check as applicable**) sold, optioned, or contracted to be sold leased
 to Prospect, or any other prospect procured by **Broker**, on _____ [date] or within _____ days (180
 days if blank) thereafter, **Seller/Landlord** agrees to pay **Broker**:

- \$ _____
- _____% of the gross purchase price of the Property.
- _____% of the gross lease value of a lease executed regarding the Property.
- other (specify) _____

Seller/Landlord will pay **Broker's** fee in the event of sale, at time of closing the sale; or in the event of lease, at time of
 lease execution. **Broker's** fee is due if **Seller/Landlord** defaults on an executed sales contract or lease with Prospect or if
Seller/Landlord agrees with Prospect to cancel an executed sales contract or lease. In any litigation arising out of this
 agreement, the prevailing party will be entitled to recover from the non-prevailing party reasonable attorney's fees, costs,
 and expenses.

If the Property is commercial real estate as defined by Section 475.701, Florida Statutes, the following disclosure will
 apply: The Florida Commercial Real Estate Sales Commission Lien Act provides that when a broker has earned a
 commission by performing licensed services under a brokerage agreement with you, the broker may claim a lien against
 your net sales proceeds for the broker's commission. The broker's lien rights under the act cannot be waived before the
 commission is earned.

If the Property is commercial real estate as defined by Section 475.801, Florida Statutes, the following disclosure will
 apply: The Florida Commercial Real Estate Leasing Commission Lien Act provides that when a broker has earned a
 commission by performing licensed services under a brokerage agreement with you, the broker may claim a lien against
 your interest in the property for the broker's commission. The broker's lien rights under the act cannot be waived before
 the commission is earned.

Additional Terms: _____

Seller/Landlord

 Date

Seller/Landlord

 Date

 Authorized **Broker** or Associate

 Date

