



Kentucky Commercial Real Estate Alliance

6300 Dutchmans Parkway, Louisville, KY 40205

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LEASE COMMISSION AGREEMENT

This is a legally binding contract. If not understood seek legal advice.

This Lease Commission Agreement ("**Agreement**") is made as of _____, 20____
(the "**Effective Date**") between _____, Leasing Broker
and _____ Listing
Broker.

RECITALS:

WHEREAS, Listing Broker holds a valid and active exclusive listing agreement with
_____ ("**Lessor**") for the leasing of the property located at
_____ (the "**Property**"); and

WHEREAS, Selling Broker is exclusively authorized to represent _____
_____ ("**Lessee**") in negotiating a lease agreement (the "**Lease Agreement**") for the
leasing of the Property.

WHEREAS, Listing Broker and Leasing Broker desire to set out their agreement with regard to the
commission to be received by Leasing Broker if the Lease Agreement is executed between Lessor and Lessee
and the Property is leased to Lessee pursuant to the Lease Agreement.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and other good
and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Leasing Broker
and Listing Broker agree as follows:

1. **Representations and Warranties.** Listing Broker represents and warrants to Leasing Broker that it
has a valid and active exclusive listing agreement with Lessor for the leasing of the Property.
Leasing Broker represents and warrants to Listing Broker that it has exclusive authority to represent
Lessee in negotiating a Lease Agreement for the leasing of the Property.
2. **Commission.** If a Lease Agreement for the Property is executed and delivered by Lessor and
Lessee during the Term (as hereinafter defined) of this Agreement, then upon full execution of
the Lease Agreement by Lessor and Lessee, Leasing Broker shall receive an amount equal to
_____ (the "**Leasing Broker Commission**") as
its sole compensation. All expenses incurred by Leasing Broker in connection with negotiating
the Lease Agreement or otherwise shall be the sole responsibility of Leasing Broker. All expenses
incurred by Listing Broker in connection with negotiating the Lease Agreement or otherwise
shall be the sole responsibility of Listing Broker.

3. **Payment.** The Leasing Broker Commission shall be paid to Leasing Broker by Listing Broker upon full execution of the Lease Agreement by Lessor and Lessee or otherwise or as follows:____
_____.
4. **Term.** This Agreement shall be effective for a period of ninety (90) days from the Effective Date or such longer period as Listing Broker and Selling Broker may agree in writing (the "**Term**").
5. **Consent or Waiver.** No consent or waiver, expressed or implied, by any party hereto of or to any breach or default by any other party hereunder shall be deemed or construed to be a consent or waiver of or to any other breach or default hereunder of the same or any other obligations of such parties.
6. **Entire Agreement.** This Agreement contains the entire understanding of the parties and may not be changed or modified except by written instrument signed by both Listing Broker and Leasing Broker.
9. **No Partnership.** Nothing contained in this Agreement shall constitute or be construed to be, or create, a partnership or joint venture between Listing Broker and Leasing Broker, or their successors and assigns.
10. **Successors and Assigns.** This Agreement shall inure to the benefit of and be binding on the parties hereto and their respective heirs, successors, legal representatives and assigns.
11. **Governing Law.** This Agreement and the obligations of the parties hereunder shall be interpreted, construed and enforced in accordance with the laws of the Commonwealth of Kentucky.

The above is accepted and executed this _____ day of _____, 20_____.

LEASING BROKER

Date/Time

LISTING BROKER

Date/Time