

SAMPLE EXCLUSIVE LEASING AGREEMENT

Thursday, April 04, 2013

The undersigned, _____, hereinafter called "Owner," has the right, title and authority to lease the following described property, _____ ll. ("Property") and agrees to do so under the following terms: lease price: \$_____, or such lesser price as Owner may agree to accept.

In consideration of the agreement of ChicagoBroker.com Inc. ("Agent") will use its best effort to lease the Property, Owner hereby appoints Agent as the exclusive Agent and grants Agent the exclusive right to lease the Property during the period from _____ and terminating 365 days thereafter. Agent agrees to list the Property with other commercial real estate brokers and in the listing database that Agent subscribes to. Owner agrees to cooperate fully with Agent, to refer all inquiries to Agent and to conduct all negotiations through Agent.

In the event the Property is leased through the efforts of Agent, or if Agent procures a ready, willing and able individual or entity to lease the Property, or in the event the Property is leased by Owner or anyone else while this Agreement is in full force and effect, Owner agrees to pay Agent a commission in accordance with the schedule contained in this document.

Said commission shall be paid at the time of the closing of the Property or, at the time a lease is fully signed, tenant has taken possession and paid Security Deposit and first month's rent, or in the event Agent procures a credit worthy, ready, willing and able individual or entity to lease the Property, at the time of such refusal by Owner. Agent is authorized to receive advance rent and lease security deposits directly from the tenant and after deducting the commission payments owed, Broker shall remit the balance available to landlord as tenant's first month's rent and lease security. If within 180 days after the termination or expiration of the Term of Agreement: (a) the Property is leased to a person or party whom Agent has submitted the Property prior to the termination or expiration of the Term of the Agreement; (b) the Property is leased to such person or party, or (c) negotiations continue, commence or resume and thereafter continue and lead to either of the foregoing events, Agent is to receive a fee in accordance with this agreement.

Owner authorizes Agent to place a sign on the Property. Agent's sole duty is to effect a lease of the Property, and Agent is not charged with custody of the Property, its management, maintenance, upkeep or repair provided, however, nothing herein contained shall prohibit Agent from entering the Property for the purpose of showing it to prospective Lessees during normal business hours.

Subject to Owner's prior written approval, Owner agrees to reimburse Agent for advertising and promotional costs and expenses incurred under this agreement, provided such costs and expenses shall not exceed \$_____.

COMMISSION SCHEDULE

NEW OFFICE LEASES & OFFICE LEASE RENEWALS: _____ per rentable square foot for each year in the lease term.

NEW RETAIL LEASES & RETAIL LEASE RENEWALS: _____ percent of the total net rental amounts paid during the entire lease term.

In the event a Lease with an option to buy is executed, the stated Lease commission will be due upon the signing of the lease. In the event the option to buy is exercised, then the sales commission will be according to the schedule below, less any unamortized lease commission, will be due at closing.

COMMISSION OVERRIDE

In the event the Tenant is represented by an outside broker, agent shall receive an override commission equal to 150% of the amounts detailed in the commission schedule and the total commission shall be divided between the brokers with the cooperating agent receiving 1 full commission and ChicagoBroker.com Inc. receiving an additional ½ commission. The outside broker shall be offered a commission equal to the commission calculation described above. In the event that outside broker requests a commission that is greater than the commission described above, then agent shall have outside broker present their request in

writing and said request must be approved by owner in writing in order to be acceptable and the commissions will be divided based on the revised calculation with one full commission payable to the cooperating broker and an additional half paid to Agent.

COMMISSION ON SALE

In the event that the property is sold, or a contract for sale is executed by the owner, during the term of the listing agreement, or in the 180 days following the termination of the agreement, Agent shall be entitled to receive at closing, a commission equal to ___% of the total sales price. If there is a cooperating broker representing the buyer in the transaction, the Agent shall pay one-half of the sale commission received, to the cooperating broker at closing. In the event that there are ongoing negotiations and discussions with a prospective buyer after the termination of this agreement and the 180 day period, then Agent shall be entitled to receive the full sales commission if the prospective buyer purchases the property after the 180 days.

This Agreement shall be binding upon and insure to the benefit of Owner and Agent and their respective successors and assigns.

ANTI-DISCRIMINATION CLAUSE

It is illegal for either the owner or the broker to refuse to display or sell to any person because of one's membership in a protected class, e. g: race, color, religion, national origin, gender, ancestry, age, marital status, physical or mental disability, family status or any other class protected by Article 3 of the Illinois Human Rights Act.

DISCLOSURE AND CONSENT TO DUAL AGENCY

ChicagoBroker.com Inc. a licensed real estate broker in the State of Illinois ("Licensee"), may undertake a dual representation (i.e. representing both the Owner or Property owner and the Buyer or Tenant) for the sale or lease of the Property. The undersigned acknowledge (s) being informed of the possibility of this type of representation.

Before signing this document, please read the following:

Representing more than one party to a transaction presents a conflict of interest since both clients may rely upon Licensee's advice and the clients' respective interests may be adverse to each other. Licensee will undertake this representation only with the written consent of ALL clients in the transaction.

Any agreement between the parties as to a final contract price and other terms is a result of negotiations between the parties acting in their own best interests and on their own behalf. You acknowledge that Licensee has explained the implications of dual representation, including the risks involved, and understand that you have been advised to seek independent advice from your advisors or attorneys before signing any documents in this transaction.

WHAT A LICENSEE CAN DO FOR CLIENTS WHEN ACTING AS A DUAL AGENT

1. Treat all clients honestly.
2. Provide information about the property to the buyer or tenant.
3. Disclose all latent material defects in the property that are known to the Licensee.
4. Disclose financial qualification of the buyer or tenant to the Owner or property owner.
5. Explain real estate terms.
6. Help the buyer or tenant to arrange for property inspections.
7. Explain closing costs and procedures.
8. Help the buyer compare financing alternatives.
9. Provide information about comparable properties that have sold, so both clients may make educated decisions on what price to accept or offer.

WHAT A LICENSEE CANNOT DISCLOSE TO CLIENT WHEN ACTING AS A DUAL AGENT

1. Confidential information that Licensee may know about a client, without that client's permission.
2. The price the Owner or property owner will take other than the listing price, without permission of the Owner or property owner.
3. The price the buyer or tenant is willing to pay, without permission of the buyer or tenant.
4. A recommended or suggested price the buyer or tenant should offer.

5. A recommended or suggested price the Owner or property owner should counter with or accept.

If either client is uncomfortable with this disclosure and dual representation, please let Licensee know. You are not required to sign this document unless you want to allow the Licensee to proceed as a Dual Agent in this transaction.

By signing below, you acknowledge that you have read and understand this form and voluntarily consent to the Licensee acting as a Dual Agent (that is, to represent BOTH the Owner or property owner and the buyer or tenant) should that become necessary.

Prior to entering into any lease/sale contract or other document effecting a disposition of the Property, Principal will execute a separate confirmation, which states as follows:

"The undersigned confirm that they have previously consented to ChicagoBroker.com Inc. ("Licensee") acting as a Dual Agent in providing brokerage services on their behalf and specifically consent to Licensee acting Dual Agent in regard to the transaction referred to in this document."

Owner:	CHICAGOBROKER.COM INC.
_____	_____

Address for Notice to Owner:

Name	
Address	
Tel & Fax:	
Email:	

Exclusions to This Agreement:

The following prospects and brokers shall be excluded from this agreement for the next __ days:

- 1.
- 2.
- 3.
- 4.
- 5.