# COMMISSION AGREEMENT - This Commission Agreement ("Agreement") is entered into as of this

# \_\_\_\_August 19, 2021\_\_ by and between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ("Owner") and \_\_\_\_\_\_\_\_\_\_\_\_\_\_ ("Broker").

The following provisions are true and correct and are the basis for this Agreement:

**A.** Owner has legal title to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, (the “Building").

**B.** Broker has presented the office space needs of \_\_\_\_\_\_\_**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** ("Tenant"), to Owner’s agent and will render services in connection with the leasing of office space to the Tenant.

**NOW THEREFORE,** in consideration of the mutual promises set forth herein and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Agreement to Pay Commission:** In the event a lease is fully executed, Owner hereby agrees to pay a real estate commission to Broker in the sum equal to four percent (4%) of the Gross Aggregate Rent for which the Owner receives rent during the Lease Term. For example, if the term of the lease is 84 months and rent is fully abated for the first 12 months of the Term, a four percent (4%) fee to be paid Broker will be calculated on months 13-60 of the Lease Term and a two percent (2%) fee to be paid Broker will be calculated on months 61-84 of the Lease Term.

**2. Payment of Commission:** In the event of a lease amendment, the commission shall be due and payable in cash, fifty percent (50%) upon Lease Execution and fifty percent (50%) upon Lease Commencement. If Owner fails to make any installment payment on account of the Broker’s commission when due, and if such failure continues for thirty (30) days after Owner's receipt of written notice from Broker of Owner's failure, then Broker may request that Tenant pay Broker directly any commission due, and when paid to Broker, Tenant may deduct the paid amount from the next scheduled payment(s) of base rent due Owner from Tenant.

**3. Successors and Assigns:** Broker is to be named in the lease as the broker entitled to a commission and the obligation to pay and the right to receive any of the commission described above shall inure to the benefit and obligation of the respective heirs, successors and/or assigns of Owner or Broker. In the event of a sale or an assignment of the Property, which includes Tenant's demised premises, Owner agrees to secure from the purchaser or assignee a written recordable agreement under which the new owner or assignee assumes payment to Broker of all commissions payable hereunder.

**4. Delinquent Payment:** In the event Owner fails to make payments within thirty (30) days, the delinquent amount shall bear interest at the rate of ten percent (10%) until such payment is made. In the event Owner fails to make payments within ninety (90) days, without further notice, demand, or presentment for payment to the Owner or others, the outstanding balance shall become all due and payable at that time including accrued interest thereon together with reasonable attorney’s fees and costs incurred by Broker in connecting with collection or enforcing payment thereof. If Broker is required to institute legal action against Owner relating to this Schedule or any agreement of which it is a part, Broker shall be entitled to reasonable attorneys' fees and costs.

**6. Confidentiality:** The material contained herein is confidential. It is intended for use by Broker solely for the payment of commissions due hereunder from Landlord and is not intended to be discussed nor disclosed to any other person within Broker (other than primary accountants, managers, attorneys and required staff) or outside of Broker. In the event that Tenant does not enter into the contemplated transaction, Broker will continue to keep such information and material concerning the terms of this Commission Agreement confidential.

**ACCEPTED AND AGREED:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ("Broker"). By: \_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_("Owner") By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_