

## EXCLUSIVE RIGHT TO LEASE

1 \_\_\_\_\_ ("Landlord") is/are the owner(s) of the real property located at *(insert street address, city, state,*  
2 *zip code)* \_\_\_\_\_  
3 \_\_\_\_\_ (the "Property")  
4 and grants to \_\_\_\_\_ ("Agent") for and on behalf of \_\_\_\_\_  
5 ("Brokerage") the exclusive right to list *(select one)*  all  the following portion of the Property *(describe)* \_\_\_\_\_  
6 \_\_\_\_\_ (the "Premises") for lease on the terms and conditions  
7 of this Exclusive Right to Lease (this "Agreement").

8 **1. TERM:** This Agreement begins on *(insert date)* \_\_\_\_\_ and expires on *(insert date)* \_\_\_\_\_ (the "Term").

9 **2. MARKETING:** Broker will diligently seek tenants for the Premises. Landlord authorizes Agent to use all methods typically used by commercial real  
10 estate agents to market the Premises for lease, and working with other real estate agents. Agent *(select one)*  may  
11  may not place a lock box on the Premises. The terms upon which Landlord authorizes Agent to offer the Premises for lease are:

- 12 (a) **Term.** \_\_\_\_\_ months
- 13 (b) **Base Rent Rate.** \$ \_\_\_\_\_ per square foot per *(select one)*  month  year.  
14 That rate will be in place for *(select one)*  the entire term  the first \_\_\_\_\_ months, with \_\_\_\_\_ % annual increases
- 15 (c) **Additional Rent.** *(select one)*  NNN  Absolute NNN  Gross  Modified Gross  Other *(describe)* \_\_\_\_\_  
16 \_\_\_\_\_
- 17 (d) **Other.** *(describe)* \_\_\_\_\_  
18 \_\_\_\_\_

19 **3. COMPENSATION:** Landlord will pay Brokerage compensation:  
20 (a) If, during the Term or within \_\_\_\_\_ days *(one hundred eighty [180] if not filled in)* after the end of the Term, (1) a tenant enters into an  
21 agreement to lease the Premises (a "Lease"), or (2) a prospective tenant is ready, willing and able to enter into a Lease on substantially the  
22 terms in Section 2 or other terms acceptable to Landlord. The amount of the compensation will be: *(select one)*

- 23 (i)  \_\_\_\_\_ % of the rent during the first \_\_\_\_\_ months of the term, and  
24 \_\_\_\_\_ % of the rent during the next \_\_\_\_\_ months of the term, and  
25 \_\_\_\_\_ % of the rent during the next \_\_\_\_\_ months of the term, and  
26 \_\_\_\_\_ % of the rent during the next \_\_\_\_\_ months of the term, or  
27 (ii)  Other: *(describe)* \_\_\_\_\_

28 (b) If the Lease is extended upon the end of its initial or extended term, at the following rate: *(select one)*  
29 (i)  the rate that would have been in effect if the extension term had been part of the original lease; or  
30 (ii)  other: *(describe)* \_\_\_\_\_

31 (c) If the Property is sold or exchanged to a party Brokerage found, negotiated with or submitted the Premises to during the Term, \_\_\_\_\_ % of  
32 the purchase price of the Property, if sold, or that same percentage of the fair market value of the Property, if exchanged.

33 Half of leasing compensation will be due upon mutual signing of a Lease, and the other half will be due *(select one)*  when the tenant occupies the  
34 Premises  upon rent commencement. The entire compensation for a sale or exchange will be due upon closing of the transaction. Any  
35 compensation not paid when due will bear interest at the rate of nine percent (9.00%) per annum.

36 Landlord will not be obligated to pay compensation if a marketing agreement is entered into with another real estate agent after the Term.

37 **4. REPRESENTATIONS, INDEMNITY AND ACKNOWLEDGMENTS:** Landlord represents to Brokerage that: Landlord is the only owner, or all of the  
38 owners, of the Property; Landlord has all authority necessary to list the Premises for lease without approval of any third party; all information about  
39 the Property delivered by Landlord to Agent is accurate in all material respects; Landlord has disclosed to Agent and will disclose to any potential  
40 tenant all information material to the Property and its value; Landlord will cooperate with all of Agent's efforts to lease the Premises, including  
41 forwarding to Agent any information Landlord receives about prospective tenants; Landlord will comply with all laws and rules applicable to the leasing  
42 of the Property and will not discriminate against any potential tenant on the basis of disability or membership in a protected class. Landlord will  
43 indemnify and hold Agent harmless from and against any claim arising out of or related to a breach of any of these representations, any showing of

Landlord Initials \_\_\_\_\_ / \_\_\_\_\_ Date \_\_\_\_\_

**LINES WITH THIS SYMBOL ◀ REQUIRE A SIGNATURE AND DATE**

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44 the Premises, and any lease of the Premises. Landlord acknowledges that Agent has no obligation to investigate the condition of or title to the  
45 Property, or to determine whether there are dangerous substances or conditions on the Property, and Landlord will disclose all such issues to any  
46 prospective tenant. Landlord acknowledges that Agent and Brokerage may represent tenants and buyers interested in the Property and similar  
47 properties, and consents to such multiple representations.

48 **5. DISPUTES:** The parties acknowledge that mediation helps parties settle disputes, and any party may propose mediation whenever appropriate  
49 through Arbitration Service of Portland, Inc ("ASP") or any mediator selected by the parties. Any dispute or claim that arises out of or relates to this  
50 Agreement, or to the interpretation or breach of this Agreement, or to the existence, validity, or scope of this Agreement, will be resolved by arbitration  
51 in accordance with the then effective arbitration rules of (and by filing a claim with) ASP, and judgment upon the award rendered pursuant to such  
52 arbitration may be entered in any court having jurisdiction thereof. The party prevailing in an arbitration will be entitled to recover from the other party  
53 its reasonable attorney and other expert fees and all other fees, costs, and expenses incurred and reasonably necessary. Additional Terms: (*describe*)

54 \_\_\_\_\_  
55 \_\_\_\_\_  
56 \_\_\_\_\_  
57 \_\_\_\_\_

58 **6. MISCELLANEOUS:** This Agreement is the only agreement between the parties related to the leasing of the Premises, will be construed in  
59 accordance with and governed by the laws of the State of Oregon, may be signed electronically, and may only be modified in writing, signed by both  
60 parties. Seller acknowledges receipt of a legible copy of this Agreement

61 Landlord \_\_\_\_\_ Print \_\_\_\_\_ Date \_\_\_\_\_  a.m.  p.m. ←

62 Landlord \_\_\_\_\_ Print \_\_\_\_\_ Date \_\_\_\_\_  a.m.  p.m. ←

63 Landlord's Mailing Address: \_\_\_\_\_

64 Landlord's Email Address: \_\_\_\_\_ Landlord's Phone: \_\_\_\_\_

65 Agent: \_\_\_\_\_ License No. \_\_\_\_\_ Date \_\_\_\_\_  a.m.  p.m. ←

66 Agent's Email Address: \_\_\_\_\_ Agent's Phone: \_\_\_\_\_

67 Principal Broker: \_\_\_\_\_ Phone: \_\_\_\_\_ Date \_\_\_\_\_  a.m.  p.m. ←