

EXCLUSIVE RIGHT TO LEASE

1 **1. PARTIES:** (insert name[s]) _____ (“Landlord”)
2 is the (select one) owner authorized representative for the owner of the real property located at (insert street address, city, state, zip code)
3 _____
4 _____ (the “Property”)
5 and grants to (insert firm name) _____ (“Firm”),
6 acting by and through (insert name) _____ (“Agent”),
7 whose Oregon real estate license number is _____, the exclusive right to list the Premises, as defined in Section 3. Agent is
8 supervised by (identify Agent’s authorized principal broker) _____ (“Agent’s Authorized
9 Principal Broker”), who can be contacted at (insert phone number) _____. As used below in this Exclusive Right to Lease (this
10 “Agreement”), the term “Agent” will refer collectively to the Agent, Firm, Agent’s Authorized Principal Broker, and any of Firm’s other real estate agents
11 assisting Agent in the representation of Landlord in the lease of the Property.

12 **2. EXCLUSIVITY:** Agent will have the exclusive right to offer the Property (the “Services”) for lease (“Lease”) during the Term (defined in Section 4).
13 Seller will work only with Agent to perform the Services and will not engage or employ any other real estate firm or person to offer the Property for
14 Lease during the Term. Seller represents and warrants to Agent that Seller is not a party to any agreement with any other real estate agent or firm to
15 perform any of the Services for the Property.

16 **3. PREMISES:** The Premises are defined as (select one) the entire Property the following portion of the Property (describe)
17 _____
18 the area described in the attached legal description. The Premises are authorized for lease on the terms and conditions of this Agreement.

19 **4. TERM:** This Agreement begins on (insert date) _____ and expires on (insert date) _____ (the “Term”).
20 Any Term extension must be in writing. The Term, including any automatic extensions, will not exceed twenty-four (24) months.

21 **5. MARKETING:** Agent will diligently seek tenants for the Premises during the Term in accordance with the agreed-upon marketing plan. Landlord
22 authorizes Agent to use all methods typically used by commercial real estate agents to market the Premises for lease, and to work with other real
23 estate agents. Agent (select one) may may not place a lock box on the Premises. The terms upon which Landlord authorizes Agent to offer
24 the Premises for lease are:

- 25 (a) **Term.** _____ (select one) months years
26 **Base Rent Rate.** \$ _____ per square foot per (select one) month year, with _____ % annual increases
27 (b) **Additional Rent.** (select one) NNN Absolute NNN Gross Modified Gross Other (describe) _____
28 _____
29 (c) **Other.** (describe) _____
30 _____

6. COMPENSATION:

- 32 (a) If, during the Term or within _____ calendar days (one hundred eighty [180] if not filled in) after the end of the Term, a tenant enters into a
33 Lease, or a prospective tenant to whom the Premises was introduced during the Term is ready, willing and able to enter into a Lease on
34 substantially the terms in Section 4 or other terms acceptable to Landlord. Landlord will pay Firm: (select one)
35 (i) _____ % of the rent during the first _____ (select one) months years of the Term, and _____ % of the rent during the next
36 _____ (select one) months years of the Term, or
37 (ii) other: (describe) _____
38 (b) If the Lease is extended upon the end of its initial or extended Term, Landlord will pay Firm compensation at the following rate: (select one)
39 (i) the rate identified in Section 5(a)(i) or (ii); or
40 (ii) other: (describe) _____
41 (c) If the Property is sold or exchanged to a party procured by Agent during the Term, Landlord will pay Firm _____ % of the purchase price of
42 the Property. Procurement by Agent includes any engagement or negotiations with interested parties that resulted from Agent’s marketing of
43 the Property during the Term of this Agreement.

Landlord Initials _____ / _____

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44 (d) Other (*describe*) _____

45 **7. COMPENSATION PAYMENT SCHEDULE:** ____% (one hundred percent [100%] if not filled in) of leasing compensation will be due upon mutual
46 signing of a Lease, and the remaining leasing compensation will be due (*select one*) when the tenant occupies the Premises upon rent
47 commencement other (*describe*) _____

48 If a sale occurs, 100% of the compensation is due at the closing of that transaction.

49 Any compensation not paid when due will bear interest at ____% per annum (nine percent [9%] if not filled in).

50 **8. AGENT'S OBLIGATIONS:** Agent will:

51 (a) deal honestly and in good faith;

52 (b) present all written offers, notices, and other communications to and from Landlord in a timely manner without regard to whether the Property
53 is subject to a contract for Lease;

54 (c) disclose material facts known by Agent and not apparent or readily ascertainable to a party;

55 (d) exercise reasonable care and diligence;

56 (e) account in a timely manner for money and property received on behalf of Landlord;

57 (f) be loyal to Landlord by not taking action that is adverse or detrimental to Landlord's interest in a transaction;

58 (g) disclose in a timely manner to Landlord any conflict of interest, existing or contemplated;

59 (h) advise Landlord to seek expert advice on matters related to the transaction that are beyond Agent's expertise;

60 (i) maintain confidential information from or about Landlord except under subpoena or court order, even after termination of the agency
61 relationship; and

62 (j) unless agreed otherwise in writing, make a continuous, good-faith effort to find a tenant for the Property, except that Agent is not required
63 to seek additional tenants for the Property while the Property is subject to a contract for Lease.

64 Nothing in this section implies a duty to investigate matters that are outside the scope of Agent's expertise, including but not limited to the investigation
65 of the condition of the Property, the legal status of the title, or the Landlord's past conformance with law, unless the Agent agrees in writing to
66 investigate a matter.

67 **9. LANDLORD'S REPRESENTATIONS, INDEMNITY AND ACKNOWLEDGMENTS:** Landlord represents to Firm that: (a) Landlord is the only owner,
68 or all of the owners, of the Property; (b) Landlord has all authority necessary to list the Premises for lease without approval of any third party; (c) all
69 information about the Property delivered by Landlord to Agent is accurate in all material respects; (d) Landlord has disclosed to Agent and will disclose
70 to any potential tenant all information material to the Property and its value; (e) Landlord will cooperate with all of Agent's efforts to lease the Premises,
71 including forwarding to Agent any information Landlord receives about prospective tenants; and (f) Landlord will comply with all laws and rules
72 applicable to the leasing of the Property and will not discriminate against any potential tenant on the basis of disability or membership in a protected
73 class. Landlord will indemnify and hold Agent harmless from and against any claim arising out of or related to a breach of any of these representations,
74 any showing of the Premises, and any lease of the Premises. Landlord acknowledges that Agent has no obligation to investigate the condition of or
75 title to the Property, or to determine whether there are dangerous substances or conditions on the Property, and Landlord will disclose all such issues
76 to any prospective tenant. Landlord acknowledges that Agent and Firm may represent tenants and buyers interested in the Property and similar
77 properties, and consents to such multiple representations.

78 **10. DISPUTES:** The parties acknowledge that mediation helps parties settle disputes, and any party may propose mediation whenever appropriate
79 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
80 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
81 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
82 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
83 its reasonable attorney and other expert fees and all other fees, costs, and expenses incurred and reasonably necessary.

Landlord Initials _____ / _____

LINES WITH THIS SYMBOL ← REQUIRE A SIGNATURE AND DATE

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84 **11. MISCELLANEOUS:** This Agreement is the only agreement between the parties related to the leasing of the Premises, will be construed in
85 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
86 parties. Landlord acknowledges receipt of a legible copy of this Agreement

87 **12. ADDITIONAL PROVISIONS:** *(describe)* _____
88 _____
89 _____
90 _____
91 _____

92 Landlord _____ Date/Time _____ ←
93 Print _____
94 Phone Number: _____ Email: _____
95 Mailing Address: _____

96 Landlord _____ Date/Time _____ ←
97 Print _____
98 Phone Number: _____ Email: _____
99 Mailing Address: _____

100 Agent _____ Date/Time _____ ←
101 Print _____
102 Phone Number: _____ Email: _____
103 Firm Mailing Address: _____

LINES WITH THIS SYMBOL ← REQUIRE A SIGNATURE AND DATE