DISCLAIMER: These documents are provided by Wendt CRS, Inc. as a complimentary service to visitors and guests of our website AND ARE TO BE USED FOR EDUCATIONAL PURPOSES ONLY. We make no representations as to the accuracy or completeness of these documents. We are not attorneys nor licensed to advise you on the law or prepare legal forms for you. These documents are not a substitute for legal or tax advice. Anyone contemplating the purchase, sale, lease, management and/or development of real estate or business investments should seek the services of competent legal and tax advisors. By choosing to use this document or any other downloads from Wendt CRS, Inc., you hereby agree to hold Wendt CRS, Inc. and any of its agents or employees harmless for any damage, loss or injury that you incur.

**Example one**

(Pages 2 through 10)

**Is designed for payment upon services rendered;**

And

**Is designed for a payment stream.**

**The 2nd example one**

**STATE OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Example one**

**COUNTY OF \_\_\_\_\_\_\_\_\_\_\_\_\_**

**LEASE COMMISSION AGREEMENT**

(Cash out)

THIS lease commission agreement (herein "Agreement"), made and entered into by and between **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**, (herein Landlord"), and **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,** a real estate broker licensed in the State of \_\_\_\_\_\_\_\_\_\_\_\_ (herein "Agent").

W I T N E SS E T H:

WHEREAS, Landlord is the owner of certain real estate commonly known as **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** (herein "Premises").

WHEREAS, Landlord and Agent desire to enter into this Agreement and hereby supersede any previous commission agreements between Landlord and Agent, or their predecessors in title or interest, with respect to that certain commercial lease agreement between **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**, as Landlord and **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**, as Tenant (herein "Tenant") for the Premises (herein "Lease");

NOW THEREFORE, for and in consideration of the sum of Ten ($10.00) and No/100 - Dollars, and the mutual covenants flowing between the parties hereto, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1.

Landlord warrants and represents that Landlord is the landlord under the Lease.

2.

Agent warrants and represents that Agent is (a) a real estate broker properly licensed in the State of Georgia, (b) the sole party who procured and brought about this Lease, and (c) the sole party entitled to receive any Commission (as hereinafter defined) or other compensation in connection with the Lease, this Agreement, or the Premises, and Agent covenants and agrees to, and does hereby, indemnify and hold Landlord harmless from and against any and all liabilities, claims, attorney's fees, costs, and expenses for Commission or other compensation arising out of or related to the Lease, this Agreement, or the Premises asserted by any party other than Agent.

3.

Landlord agrees to pay Agent, as full and complete compensation for services rendered arising out of or related to the Premises, this Agreement, and the Lease, a real estate brokerage commission (herein “Commission”) equal to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (as such term is defined in the Lease) plus \_\_\_\_\_\_\_\_ percent of the remaining aggregate monthly Minimum Rent payable during the initial Lease Term (as such term is defined in the Lease) and in the event the initial Lease Term is extended or renewed, \_\_\_\_\_ percent of the monthly Minimum Rent attributable to such extension, renewal. If Tenant leases additional space in the building in which the Premises is located, Landlord agrees to pay Agent a commission equal to \_\_\_\_\_ percent of the total rental income to be received over the initial lease term for said additional space only. Notwithstanding the foregoing, in the event Tenant gives Landlord written notice that Tenant has affirmatively designated some other real estate broker licensed in the State of Georgia to represent Tenant in the negotiations for such renewal, extension or expansion, then Landlord shall have no obligation to pay Agent Commission related to such extension, renewal or expansion. All commissions due hereunder shall be paid to Agent 50% upon full Lease execution and 50% upon occupancy of the Premises by Tenant.

4.

In no event shall (a) any rentals or other sums collected by, through or after consultation with, any attorney at law, or (b) any tax, operating expense or other escalation payments, or additional rental, reimbursements, or any other charges of any type or nature whatsoever other than monthly Minimum Rent, be subject to Commission or other compensation to Agent. Agent agrees that in the event Landlord sells the Leased Premises, that upon the Landlord’s furnishing Agent with an agreement signed by the Purchaser assuming the Landlord’s obligation to Agent under this Agreement, that Agent will release Landlord from any further obligation to Agent hereunder. Landlord agrees that if this Lease is validly assigned by Landlord, that it will secure from assignee an agreement in writing by assignee recognizing the commission rights of the Agent hereunder. In the event that, for any reason the Lease is terminated, whether such termination be unilateral, by agreement, by operation of law, or for any other reason whatsoever, Landlord shall not be required to pay Commission or other compensation for any period subsequent to such termination.

5.

Agent is a party hereto for the sole purpose of collecting Commission under this Agreement, and Agent does not have any authority to operate as an agent of Landlord for any purpose other than the sole purpose expressly set forth herein.

6.

This Agreement shall inure to the benefit of, and be binding on the parties hereto and their respective heirs, successors and assigns.

[SIGNATURES TO BEGIN ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this \_\_\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**, Landlord

By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(L.S.)

President

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**, Agent

( License # )

By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(L.S.)

( License # )

**Address of Agent:**

**Federal**

**I.D. #:**

**Disclosure of Agency Relationship. The parties hereto do hereby make the disclosure set forth in the section next to the blank line checked below:**

**( ) (a) WHEN ONLY ONE AGENT IS INVOLVED WITH RESPECT TO THIS LEASE AND ACTS AS AGENT FOR LANDLORD: Agent has acted as agent for Landlord with respect to this Lease and is to be paid a commission by Landlord; Agent has not acted as agent with respect to this Lease for Tenant.**

**( ) (b) WHEN ONE AGENT ACTS AS AGENT FOR LANDLORD AND ANOTHER AGENT ACTS AS AGENT FOR TENANT WITH RESPECT TO THIS LEASE: has acted as agent for Landlord with respect to this Lease and is to be paid a commission by Landlord; has acted as agent for Tenant with respect to this Lease and is to be paid a commission by Landlord.**

**( ) (c) WHEN TWO AGENTS ARE ACTING AS AGENTS WITH RESPECT TO THIS LEASE AND BOTH ARE ACTING AS AGENTS FOR LANDLORD: and have both acted as agents for Landlord with respect to this Lease and are both to be paid a commission by Landlord, and neither has acted as agent for Tenant with respect to this Lease.**

**( ) (d) WHEN ONLY ONE AGENT IS INVOLVED WITH RESPECT TO THIS LEASE AND ACTS AS AGENT FOR TENANT: Agent has acted as agent for Tenant with respect to this Lease and is to be paid a commission by Landlord; Agent has not acted as agent for Landlord with respect to this Lease.**

**The 2nd example one**

**STATE OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**COUNTY OF \_\_\_\_\_\_\_\_\_\_\_\_\_**

**LEASE COMMISSION AGREEMENT**

(Annuity)

THIS lease commission agreement (herein "Agreement"), made and entered into by and between **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**, (herein Landlord"), and **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,** a real estate broker licensed in the State of \_\_\_\_\_\_\_\_\_\_\_\_ (herein "Agent").

W I T N E SS E T H:

WHEREAS, Landlord is the owner of certain real estate commonly known as **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** (herein "Premises").

WHEREAS, Landlord and Agent desire to enter into this Agreement and hereby supersede any previous commission agreements between Landlord and Agent, or their predecessors in title or interest, with respect to that certain commercial lease agreement between **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**, as Landlord and **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**, as Tenant (herein "Tenant") for the Premises (herein "Lease");

NOW THEREFORE, for and in consideration of the sum of Ten ($10.00) and No/100 - Dollars, and the mutual covenants flowing between the parties hereto, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1.

Landlord warrants and represents that Landlord is the landlord under the Lease.

2.

Agent warrants and represents that Agent is (a) a real estate broker properly licensed in the State of Georgia, (b) the sole party who procured and brought about this Lease, and (c) the sole party entitled to receive any Commission (as hereinafter defined) or other compensation in connection with the Lease, this Agreement, or the Premises, and Agent covenants and agrees to, and does hereby, indemnify and hold Landlord harmless from and against any and all liabilities, claims, attorney's fees, costs, and expenses for Commission or other compensation arising out of or related to the Lease, this Agreement, or the Premises asserted by any party other than Agent.

3.

Landlord agrees to pay Agent, as full and complete compensation for services rendered arising out of or related to the Premises, this Agreement, and the Lease, a real estate brokerage commission (herein “Commission”) equal to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (as such term is defined in the Lease), and in addition thereto \_\_\_\_\_\_\_\_ percent of all base rentals thereafter paid by Tenant under the original term of this Lease, paid on a monthly basis. If the term of the Lease is renewed, extended, or a new lease is entered into, or if Tenant remains on a month to month basis as a tenant at will, Landlord agrees to pay Agent \_\_\_\_\_\_\_\_\_\_ percent of all base rentals paid to Landlord by Tenant under such renewal, extension or new lease. If Tenant leases additional space in the building in which the Premises is located, Landlord agrees to pay Agent a commission equal to \_\_\_\_\_\_\_\_\_ percent of the base rentals paid by Tenant for said additional space. Notwithstanding the foregoing, in the event Tenant gives Landlord written notice that Tenant has affirmatively designated some other real estate broker licensed in the State of Georgia to represent Tenant in the negotiations for such renewal, extension or expansion, then Landlord shall have no obligation to pay Agent Commission related to such extension, renewal or expansion. All commissions due hereunder shall be paid to Agent, the average full month portion paid upon full Lease execution and whichever case applies, the \_\_\_\_\_\_\_ percent for renewals, extensions or new lease or the \_\_\_\_\_\_\_\_\_ percent in the case of original lease or additional space, shall be paid monthly.

4.

In no event shall (a) any rentals or other sums collected by, through or after consultation with, any attorney at law, or (b) any tax, operating expense or other escalation payments, or additional rental, reimbursements, or any other charges of any type or nature whatsoever other than monthly Minimum Rent, be subject to Commission or other compensation to Agent. Agent agrees that in the event Landlord sells the Leased Premises, that upon the Landlord’s furnishing Agent with an agreement signed by the Purchaser assuming the Landlord’s obligation to Agent under this Agreement, that Agent will release Landlord from any further obligation to Agent hereunder. Landlord agrees that if this Lease is validly assigned by Landlord, that it will secure from assignee an agreement in writing by assignee recognizing the commission rights of the Agent hereunder. In the event that, for any reason the Lease is terminated, whether such termination be unilateral, by agreement, by operation of law, or for any other reason whatsoever, Landlord shall not be required to pay Commission or other compensation for any period subsequent to such termination.

5.

Agent is a party hereto for the sole purpose of collecting Commission under this Agreement, and Agent does not have any authority to operate as an agent of Landlord for any purpose other than the sole purpose expressly set forth herein.

6.

This Agreement shall inure to the benefit of, and be binding on the parties hereto and their respective heirs, successors and assigns.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this \_\_\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**, Landlord

By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(L.S.)

President

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**, Agent

( License # )

By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(L.S.)

( License # )

**Address of Agent:**

**Federal**

**I.D. #:**

**Disclosure of Agency Relationship. The parties hereto do hereby make the disclosure set forth in the section next to the blank line checked below:**

**( ) (a) WHEN ONLY ONE AGENT IS INVOLVED WITH RESPECT TO THIS LEASE AND ACTS AS AGENT FOR LANDLORD: Agent has acted as agent for Landlord with respect to this Lease and is to be paid a commission by Landlord; Agent has not acted as agent with respect to this Lease for Tenant.**

**( ) (b) WHEN ONE AGENT ACTS AS AGENT FOR LANDLORD AND ANOTHER AGENT ACTS AS AGENT FOR TENANT WITH RESPECT TO THIS LEASE: has acted as agent for Landlord with respect to this Lease and is to be paid a commission by Landlord; has acted as agent for Tenant with respect to this Lease and is to be paid a commission by Landlord.**

**( ) (c) WHEN TWO AGENTS ARE ACTING AS AGENTS WITH RESPECT TO THIS LEASE AND BOTH ARE ACTING AS AGENTS FOR LANDLORD: and have both acted as agents for Landlord with respect to this Lease and are both to be paid a commission by Landlord, and neither has acted as agent for Tenant with respect to this Lease.**

**( ) (d) WHEN ONLY ONE AGENT IS INVOLVED WITH RESPECT TO THIS LEASE AND ACTS AS AGENT FOR TENANT: Agent has acted as agent for Tenant with respect to this Lease and is to be paid a commission by Landlord; Agent has not acted as agent for Landlord with respect to this Lease.**