

**This is a legally binding contract; if not understood seek advice from an attorney**  
**LISTING AGREEMENT - OFFICE BUILDING**  
**EXCLUSIVE RIGHT TO LEASE**

In consideration of the services to be rendered by the undersigned Broker, the undersigned ("Landlord") hereby exclusively lists with Broker the Property described as:

Property Address \_\_\_\_\_

Legal Description \_\_\_\_\_

together with all improvements (the "Property"), and grants to Broker the exclusive right to lease the Property and to accept a deposit thereon, within the term of this listing, at a price of \$ \_\_\_\_\_ and on the terms herein stated, or at such other price and terms as shall be acceptable to Landlord. This listing shall be subject to the following:

1. The term of this Listing Agreement begins on \_\_\_\_\_, \_\_\_\_\_, and expires (except for the provisions of paragraph 2) at midnight on \_\_\_\_\_, \_\_\_\_\_.
2. Landlord agrees to pay a commission to the Broker in an amount equal to \_\_\_\_\_ of the base rentals of the Property herein described, as and for compensation to Broker in any of the following events:
  - a. The lease, sale or exchange of the Property in whole or in part, during the term of this Agreement, whether procured by Broker, Landlord, or a third person;
  - b. The lease, sale or exchange of the Property within \_\_\_\_\_ days after the termination of this Agreement, if with any one to whom Broker or any cooperating Broker has shown the Property, or with whom the Broker or any cooperating Broker has negotiated concerning the Property ("Prospective Tenants/Buyer") prior to the termination of this Agreement; provided, however, Broker shall deliver to Landlord a notice in writing containing a list of the name or names of such Prospective Tenant/Buyers within twenty (20) days of the Expiration Date. If Landlord enters into an exclusive listing agreement with another licensed real estate broker with respect to the Property, Landlord agrees to exclude the "Prospective Tenant/Buyers" from any such other exclusive listing agreement for and during the period stated herein;
  - c. If Landlord refuses to lease after Broker procures a Tenant whose use is acceptable to Landlord and who is ready, willing, and able to lease the Property, at the price and on the terms set forth herein, or at such other price and terms as shall be acceptable to Landlord;
  - d. In the event the described Property is sold or exchanged as described in paragraphs 2(a) and 2(b), the Landlord shall pay Broker a sales commission in an amount equal to \_\_\_\_\_ of the sales price at Closing;
  - e. In the event the Lease is conditioned upon an option to purchase the Property and such option is exercised, Landlord shall pay Broker a sales commission in an amount equal to \_\_\_\_\_ of the sales price, provided that Landlord shall be allowed a credit on such commission equal to the amount of leasing commission paid on any part of the Lease Term remaining.
3. Landlord agrees to pay a leasing commission as and for compensation to Broker in any of the following events:
  - a. **Renewal and/or Extension.** Landlord shall also pay to Broker a commission in an amount equal to \_\_\_\_\_ of all base rentals on all renewals and/or extensions of such Lease upon the exercise of any such renewal and/or extension.
  - b. **Expansion.** In the event of the execution of any Lease amendment expanding the area covered by the Lease, Landlord shall pay Broker a commission in an amount equal to \_\_\_\_\_ of the base rentals of such expansion, as additional leasing commission.

The Lease Commission shall be payable as follows: \_\_\_\_\_

4. In order to fulfill Landlord's and Broker's obligations of disclosure, if the Property has been damaged or affected by

## LISTING AGREEMENT –OFFICE EXCLUSIVE RIGHT TO LEASE (Continued)

storm run off water or flooding, is located in a flood hazard area, or if the Property has any other material defect, Landlord has communicated in writing any such defect to the Broker. Broker is authorized to disclose to any potential Tenant any such defects and any other material information, including the flood hazard zone status of the Property, known by the Broker relating to the Property.

5. All of the information provided herewith, or which may be provided to Broker, shall be true to the best of Landlord's knowledge and Landlord agrees to hold Broker, Broker's employees and sales associates harmless from any cost, expense, or damage due to any information which is withheld by Landlord from Broker, or which is incorrect.
6. Landlord agrees to cooperate with Broker, Broker's sales associates and cooperating brokers fully with respect to Broker's efforts to lease the Property. Landlord agrees to refer to Broker all inquiries received by Landlord relating to the lease of the Property and to conduct all negotiations with prospective tenants of the Property through Broker. Landlord further agrees to furnish Broker such information concerning the Property as Broker may reasonably request from time to time as a result of inquiries by prospective Tenants. Landlord agrees to reimburse Broker for expenses incurred by Broker in advertising or marketing the Property, which are expressly authorized by the Landlord.
7. In connection with this Listing Agreement, Landlord authorizes Broker:
  - a. To place a "For Lease" sign on the Property and to remove all other similar signs;
  - b. Subject to the provisions of Paragraph 9, at Landlord's expense, to turn on, or leave on, all utilities, and to authorize servicemen to do so, in order to show the Property to its best advantage or to permit inspection thereof;
  - c. To obtain a key to the Property, and furnish keys to others necessary to show the Property or to carry out the objectives of this Agreement;
  - d. To have access to the Property for the purpose of showing it to prospects at any reasonable hour.
8. Broker duties and responsibilities.
  - A. A broker shall have the following duties to all parties in a transaction, which are mandatory and may not be abrogated or waived by a broker:
    1. Treat all parties with honesty and exercise reasonable skill and care;
    2. Unless specifically waived in writing by a party to the transaction:
      - a. receive all written offers and counteroffers,
      - b. reduce offers or counteroffers to a written form upon request of any party to a transaction, and
      - c. present timely all written offers and counteroffers;
    3. Timely account for all money and property received by the broker;
    4. Keep confidential information received from a party or prospective party confidential. The confidential information shall not be disclosed by a firm without the consent of the party disclosing the information unless consent to the disclosure is granted in writing by the party or prospective party disclosing the information, the disclosure is required by law, or the information is made public or becomes public as the result of actions from a source other than the firm. The following information shall be considered confidential and shall be the only information considered confidential in a transaction:
      - a. that a party or prospective party is willing to pay more or accept less than what is being offered;
      - b. that a party or prospective party is willing to agree to financing terms that are different from those offered;
      - c. the motivating factors of the party or prospective party purchasing, selling, leasing, optioning, or exchanging the property; and
      - d. information specifically designated as confidential by a party unless such information is public.
    5. Disclose information pertaining to the property as required by the Residential Property Condition Disclosure Act; and
    6. Comply with all requirements of The Oklahoma Real Estate License Code and all applicable statutes and rules.
  - B. A broker shall the following duties and responsibilities only to a party for whom the broker is providing

**LISTING AGREEMENT –OFFICE EXCLUSIVE RIGHT TO LEASE (Continued)**

brokerage services in a transaction which are mandatory and may not be abrogated or waived by a broker:

1. Inform the party in writing when an offer is made that the party will be expected pay certain costs, brokerage service costs and approximate amount of costs; and
  2. Keep the party informed regarding the transaction.
- C. When working with both parties to a transaction, the duties and responsibilities set forth in this section shall remain in place for both parties.
9. Broker shall use Broker's best efforts to effect a lease of the Property during the term of this Agreement, in accordance with the Code of Ethics of the National Association of REALTORS. Broker shall not be charged with the custody of the Property, its management, maintenance, repair, or protection of Property from climatic changes (freezing, etc.).
10. Forfeited earnest money, if any, shall be divided equally between Landlord and Broker, except that Broker's portion shall, in no event, exceed the agreed commission; provided, however, that no release of a Tenant or waiver of a forfeiture of earnest money after a Lease is executed shall relieve Landlord of any obligation to pay a commission.
11. The term "Broker" herein shall include any sales associate or broker associate of Broker whose signature appears on this Agreement.
12. This Property is offered without regard to sex, race, religion, color, ancestry, handicap, familial status, or national origin.
13. Landlord and Broker agree to the terms herein set forth and understand that this is a binding agreement and that it cannot be cancelled or terminated except upon their mutual written consent.

**14. SPECIAL CONDITIONS:**

Accepted This \_\_\_\_\_ Day Of \_\_\_\_\_ , \_\_\_\_\_

BROKER:

\_\_\_\_\_

By \_\_\_\_\_

PhoneNo. \_\_\_\_\_

FaxNo. \_\_\_\_\_

Accepted This \_\_\_\_\_ Day Of \_\_\_\_\_ , \_\_\_\_\_

SELLER/OWNER:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Mailing Address of Seller-Owner

PhoneNo. \_\_\_\_\_

Fax No. \_\_\_\_\_