

The St. Louis Association of Realtors © 2000, **COMMERCIAL DIVISION**

Counsel for the St. Louis Association of Realtors has approved this form for the exclusive use by its members.

This is a legally binding contract, it is recommended that you seek legal advice to make certain you fully understand your rights and obligations.

BUYER'S & TENANT'S BROKERAGE EMPLOYMENT AGREEMENT (Commercial Property)

Date:

This is a () "Agency" OR () "Transactional Brokerage" Agreement (select **ONLY one**)

Note: If BROKER (and affiliated licensee(s)) "is" permitted to act as a "Transaction Broker" by the above selection, there is no agency relationship between the undersigned BROKER and the undersigned CLIENT. In this case, BROKER (and affiliated licensee(s)) shall not act as CLIENT'S Limited Agent in any fashion whatsoever.

This Agreement is made and entered into between

<input type="text"/>
<input type="text"/>

CLIENT and

**BROKER (a Missouri
licensed real estate firm)**

CLIENT hereby retains BROKER, during the term of this Agreement, as CLIENT'S exclusive representative for the purpose of, lease, purchase or exchange of real property (hereafter stated as "property") as described below and to assist in negotiating terms and conditions for the lease, purchase or exchange of real property or for obtaining an option thereon, acceptable to CLIENT.

1. TERM

Date Agreement shall begin:

Date Agreement shall end:

Additional Period:

BROKER shall earn a commission or fee if: (a) CLIENT leases, purchases or exchanges any property during the term of this Agreement; or (b) within an additional period as stated above following expiration of this Agreement CLIENT leases, purchases or exchanges any property which BROKER has identified and introduced in writing to CLIENT prior to the expiration of this Agreement; or (c) at any time after expiration of this Agreement, CLIENT and an owner of property previously introduced by BROKER continue to actively negotiate a lease, purchase or exchange and such transaction is ultimately consummated. The commission shall be earned when a lease, purchase or exchange contract for property is ultimately consummated, or fails to be consummated due to breach by CLIENT.

2. GENERAL DESCRIPTION OF PROPERTY SOUGHT

Type of Property:

Location of Property:

Sale Price Range:

Sale Terms Range:

Lease Rate Range:

Lease Terms Range:

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3. GENERAL DUTIES OF BROKER.

In consideration of CLIENT'S agreement set forth herein, BROKER agrees to use reasonable effort and diligence to locate property acceptable to CLIENT and to assist in negotiating terms and conditions for the lease, purchase or exchange of said property or to obtain an option on said property, acceptable to CLIENT. BROKER shall disclose in all offers to lease, purchase or exchange for property on behalf of CLIENT or options thereon, BROKER'S representation of CLIENT and whether any of the BROKER'S commission or fee will be paid by the owner and when due. BROKER is not authorized to execute a contract or lease on behalf of CLIENT.

4. COMMISSION.

CLIENT and BROKER acknowledge that, in all likelihood, the owner of the property will pay BROKER'S commission in connection with the services rendered by BROKER for the identification and negotiation of the lease, purchase or exchange of property which is acceptable to CLIENT, which commission or fee shall be no less than the amount or percent as referenced herein of the sale price, in the event of a sale, or the amount or percent as referenced above of the total rent to be paid during the term of the lease, in the event of the lease of the property by CLIENT. BROKER shall endeavor to cause the owner to pay such commission or fee as set forth herein and CLIENT shall cooperate with and support BROKER by causing such commission or fee amount or percent to be identified in the lease or sale agreement concerning the property. If, however, the owner will not agree in writing to pay the commission or fee or percent, CLIENT agrees to pay the commission or fee or any portion thereof which the owner will not agree to pay.

Sale or Exchange Commission or Fee Terms of BROKER:

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Lease Commission or Fee Terms of BROKER:

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The commission or fee for either an exchange or purchase shall be earned and payable at closing; the commission or fee for a lease shall be earned when the lease has been executed and all contingencies have been removed, or when the CLIENT has taken occupancy, whichever occurs first. The leasing commission or fee shall be paid upon the earlier of delivery of possession of the property to CLIENT or payment of the first month's rent or commencement of the lease term. The commission or fee shall be deemed earned if the same is not ultimately consummated due to a breach by CLIENT. In the event CLIENT leases property and the area of the demised premises shall later be enlarged, BROKER shall be entitled to the above-described commission or fee with respect to such enlarged premises upon commencement of the term of the enlarged premises. In the event the CLIENT leases the property and thereafter during the CLIENT'S occupancy the property is purchased by CLIENT, BROKER shall be entitled to the above-described commission or fee after crediting thereto the amount of all prepaid and unaccrued leasing commissions previously received by BROKER, provided, however, that the extent of such credit shall never exceed the amount of the sale commission or fee. By way of example, if a CLIENT leases the property for five years and purchases the property at the end of the second lease year, the amount of the leasing fee paid by owner to BROKER relating to rent payable during the last three years of the lease shall be credited against the sale commission or fee.

5. OTHER POTENTIAL TENANTS.

CLIENT understands that other potential buyers or tenants may consider, make offers on, or buy, or lease through BROKER the same or similar properties as CLIENT is seeking to acquire. CLIENT consents to BROKER'S representation of and/or working with other buyers and tenants, before, during and after the expiration of this Agreement.

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6. AGENCY.

CLIENT has read and acknowledges (as referenced per Exhibit A attached here to forming part of this Agreement):

- (a) Definitions as adapted from Section 339.710 RSMo
- (b) Duties & Obligations of Limited Agency for Seller or Landlord as adapted from Section 339.730 RSMo
- (c) Duties & Obligations of Limited Agency for Buyer or Tenant as adapted from Section 339.740 RSMo
- (d) Duties & Obligations of Transaction Broker as adapted from Section 339.755 RSMo
- (e) Duties & Obligations of Dual Agent as adapted from Section 339.750 RSMo
- (f) Missouri Broker Disclosure Form (1/1/99)

BROKER and affiliated licensee(s) duties and responsibilities shall be governed by the selection below:

() “DOESN’T APPLY DUE TO SELECTION OF TRANSACTIONAL BROKERAGE” OR UNDER AN AGENCY AGREEMENT SELECTION, BROKER () “IS” OR () “IS NOT” (select ONLY one) permitted to offer “subagency” to other designated brokers.

() “DOESN’T APPLY DUE TO SELECTION OF TRANSACTIONAL BROKERAGE” OR UNDER AN AGENCY AGREEMENT SELECTION, BROKER (and affiliated licensee(s)) () “IS” OR () “IS NOT” (select ONLY one) permitted to act as a “disclosed dual agent”.

BROKER () “IS” OR () “IS NOT” (select ONLY one) authorized to cooperate with and compensate other brokers, including but not limited to, buyer’s agents and/or transaction brokers.

(IF APPLICABLE) If BROKER cooperates with another broker, BROKER shall NOT receive less than the minimum amount or minimum percent, as stated below, of the total commission or fee due.

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BROKER may appoint an agent/licensee as CLIENT’S “DESIGNATED AGENT/licensee” as described in the Missouri Real Estate Commission’s “Missouri Broker Disclosure Form” and “Definitions” in Exhibit A, attached hereto. (Note: If a designated agent/licensee is appointed, then the designated agent/licensee must sign this Agreement.)

7. MISCELLANEOUS.

(a) CLIENT shall refer all inquires and prospects to BROKER. (b) CLIENT agrees to indemnify and save BROKER harmless from and against any liability, loss or expense incurred by BROKER as a result of any misrepresentation by CLIENT. (c) CLIENT agrees to pay on demand all BROKER’S costs and expenses incurred in enforcing BROKER’S rights hereunder, including reasonable attorney’s fee. (d) This Agreement shall be binding upon the heirs, personal representatives, successors and assigns of the parties hereto. (e) This agreement may not be assigned, sold or otherwise transferred to another broker without the express written consent of all parties to the original agreement. (f) This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof. (g) PROPERTY is being offered to CLIENT without regard to race, color, creed, religion, sex, national origin, handicap or familial status.

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8. **ADDITIONAL TERMS AND CONDITIONS (If any).**

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DESIGNATED AGENT/LICENSEE (If applicable)

AGENT:	
Signature:	
Title:	
Date:	

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BROKER

BROKER:	
Signature:	
Title:	
Print Full Name:	
Date:	

Attention:	
BROKER:	
Mailing Address:	
Telephone:	
Fax Number:	

CLIENT:	
Signature:	
Title:	
Print Full Name:	
Date:	

Attention:	
Company Name:	
Mailing Address:	
Telephone:	
Fax Number:	