

**EXCLUSIVE AUTHORIZATION AND RIGHT TO LEASE  
COMMERCIAL/INDUSTRIAL**

Type **ER**

This is Intended to be a Legally Binding Contract

Legal I.D. \_\_\_\_\_

1. **Exclusive Right to Lease.** In consideration of the acceptance by the undersigned licensed Arizona real estate broker  
2. ("Broker") of the terms of this Contract and Broker's promise to endeavor to lease the property described below (the  
3. "Property"), I or we, as owner(s) (the "Owner"), employ and grant Broker the exclusive and irrevocable right  
4. commencing on \_\_\_\_\_, \_\_\_\_\_, and expiring at midnight on \_\_\_\_\_,  
5. \_\_\_\_\_ to lease or rent the Property described in lines 6 through 10.

6. **The Property.** For purposes of this Contract, the "Property" means the real property in \_\_\_\_\_  
7. County, Arizona described below, plus all fixtures and improvements thereon, all appurtenances incident thereto and  
8. all personal property described in lines 22 through 25.

9. \_\_\_\_\_  
Legal Description

10. \_\_\_\_\_  
Street Address

11. **Price.** The listing price shall be \$ \_\_\_\_\_, to be paid as described in the Owner's Data Entry Form,  
12. or such other price and terms as are accepted by Owner.

13. **Additional Terms.** (Tenant Improvements, Deposits, Expense Stops, Services Provided, etc.) \_\_\_\_\_

14. \_\_\_\_\_  
15. \_\_\_\_\_  
16. \_\_\_\_\_  
17. \_\_\_\_\_  
18. \_\_\_\_\_  
19. \_\_\_\_\_  
20. \_\_\_\_\_  
21. \_\_\_\_\_

22. **Fixtures and Personal Property.** The Property includes the following fixtures or personal property: \_\_\_\_\_

23. \_\_\_\_\_  
24. \_\_\_\_\_  
25. \_\_\_\_\_

26. **Access and Lockbox.** Owner authorizes Broker to install and use a Lockbox containing a key to the Property.  yes  
27.  no. Owner acknowledges that a Lockbox and any other keys left with or available to Broker will permit access to the  
28. Property by Broker, Broker's subagents and tenants' agents, together with potential tenants, even when Owner is  
29. absent; that neither the Arizona Regional Multiple Listing Service ("ARMLS"), nor any Board or Association of  
30. REALTORS®, nor any broker is insuring Owner against theft, loss or vandalism resulting from any such access; that  
31. Owner is responsible for obtaining appropriate insurance; and that Owner will obtain and provide to Broker written  
32. permission from the occupant of the Property, if it is a person other than Owner.

33. **Sign.** Broker is authorized to place Broker's appropriate offering signs on the Property.

34. **Compensation to Broker.** Owner agrees to compensate Broker as follows:

35. a. If Broker produces a ready, willing and able tenant in accordance with this Contract, or if the Property is leased or  
36. rented by Owner or through any other agent, or otherwise, during the term of this exclusive listing, for services  
37. rendered, Owner agrees to pay Broker a commission of \_\_\_\_\_.  
38. With respect to any holdovers or renewals of a lease, Owner agrees to pay Broker a commission of \_\_\_\_\_  
39. \_\_\_\_\_. Such commission shall be due and payable in full upon completion  
40. and execution of a lease or renewal agreement by Owner and tenant, as appropriate, or monthly for any holdovers.

41. b. If the Property is withdrawn from this listing or otherwise withdrawn from lease availability without the consent of  
42. Broker, Owner agrees to pay Broker \_\_\_\_\_ .  
43. If during the term of any lease or any holdover or renewal thereof. the lessee, or his heirs. executors, or assigns  
44. shall buy the Property from Owner, Owner agrees to pay Broker \_\_\_\_\_ .

45. c. If within \_\_\_\_\_ days after the expiration of this Contract, a lease, rental, sale, exchange or option is made by  
46. Owner with or to any person to whom the Property has been shown by Broker or any agent of Broker, or with whom  
47. Broker or any agent of Broker has negotiated concerning a lease or the rental or sale of the Property, unless this  
48. Contract has been renewed or the Property has been relisted on an exclusive basis with another real estate broker,  
49. Owner agrees to pay Broker \_\_\_\_\_ .

50. d. If Broker is entitled to a commission as a result of a sale or conveyance of the Property, Owner will instruct the  
51. escrow company to pay such commission to Broker as a condition to closing and irrevocably assigns Owner's  
52. proceeds to Broker at close of escrow to the extent necessary therefor.

53. e. Owner authorizes Broker to cooperate with other brokers and to divide with other brokers all such compensation in  
54. any manner acceptable to Broker. Nothing in this Contract shall be construed as limiting applicable provisions of  
55. law or any listing agreement relating to when commissions are earned or payable.

56. **TERMS ON REVERSE.** THE TERMS AND CONDITIONS ON THE REVERSE SIDE HEREOF PLUS ALL  
57. INFORMATION ON THE DATA ENTRY FORM ARE INCORPORATED HEREIN BY REFERENCE.

58. **Receipt of Copy.** Broker and Owner acknowledge receipt of a copy of this Contract.

59. COMMISSIONS PAYABLE FOR THE SALE, LEASING OR MANAGEMENT OF PROPERTY ARE NOT SET BY  
60. ARMLS OR ANY BOARD OR ASSOCIATION OF REALTORS® OR IN ANY MANNER OTHER THAN BY  
61. NEGOTIATION BETWEEN THE BROKER AND THE CLIENT.

62. \_\_\_\_\_  
Owner Address Date

63. \_\_\_\_\_  
Owner City/Zip Phone

64. In consideration of Owner's representations and promises in this Contract, Broker agrees to endeavor to effect a lease  
65. or rental in accordance with this Contract and further agrees to file this listing for publication by a local Board or  
66. Association of REALTORS® and dissemination to the Users of ARMLS.

67. \_\_\_\_\_  
Listing Office By (Signature) Phone

68. Accepted by: \_\_\_\_\_ Date: \_\_\_\_\_  
Broker

69. Broker's File/Log No. \_\_\_\_\_ Manager's Initials \_\_\_\_\_ Broker's Initials \_\_\_\_\_ Date: \_\_\_\_\_

NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OR THE TAX CONSEQUENCES THEREOF. IF YOU DESIRE LEGAL OR TAX ADVICE. CONSULT YOUR ATTORNEY OR TAX ADVISOR.

70. **Multiple Listing Service.** Broker is a member of a local Board or Association of REALTORS®, which is a member of  
71. ARMLS. This listing information will be provided to ARMLS to be published and disseminated to its Users. Broker is  
72. authorized to offer subagency and to appoint subagents and to report the leasing, sale, exchange, option or rental of  
73. the Property, and its price, terms and financing, to a local Board or Association of REALTORS® for dissemination to  
74. and use by authorized ARMLS Users and to the public.

75. **Role of Broker.** Owner acknowledges that Broker is not responsible for the custody or condition of the Property or for  
76. its management, maintenance, upkeep or repair unless a separate property management agreement with Broker is in  
77. effect.

78. **Cooperation by Owner.** Owner agrees to allow Broker, and any other broker who is a subagent of Broker to show the  
79. Property at reasonable times and upon reasonable notice and not to commit any act which might tend to obstruct  
80. Brokers performance hereunder. Owner shall not deal directly with any prospective tenant of the Property during the  
81. term of this Contract and shall refer all prospective tenants to Broker during the term hereof. Owner agrees to  
82. cooperate with Broker on any offers to lease the Property. Owner also authorizes Broker to permit a broker who is a  
83. tenant's or buyer's agent to show the Property at such times and on such terms as are acceptable to Owner or Broker.

84. **Warranties by Owner.** Owner represents and warrants to Broker, as follows:

85. a. Owner is the Owner of record of the Property and has full authority to execute this Contract.

86. b. All information concerning the Property in this Contract, including the Data Entry Form, or otherwise provided by  
87. Owner to Broker or any tenant or prospective tenant of the Property is, or will be at the time made, and shall be at  
88. the effective date of any lease, true, correct and complete. Owner agrees to notify Broker promptly if there is any  
89. material change in such information during the term of this Contract.

90. c. Except as otherwise provided in this Contract, Owner warrants that Owner shall maintain and repair the Property so  
91. that, at the earlier of possession or the effective date of any lease, the Property shall be at least in substantially the  
92. same condition as on the effective date of this Contract. Prior to the effective date of the lease, Owner shall grant  
93. the tenant or tenant's representatives reasonable access to enter and inspect the Property.

94. **Indemnification.** Owner agrees to indemnify and hold Broker, all Boards of Associations of Realtors®, ARMLS, and  
95. all other cooperating brokers harmless against and all claims, liability, damage or loss arising from any  
96. misrepresentation or breach of warranty by Owner in this Contract and any incorrect information supplied by Owner.

97. **Attorney Fees.** In any action or proceeding to enforce any provision of this Contract, or for damages sustained by  
98. reason of its breach, the prevailing party shall be entitled to reasonable attorneys fees, as set by the court or arbitrator  
99. and not by a jury, and to all other related expenses, such as expert witness fees, fees paid to investigators and court  
100. costs. Additionally, if any Broker reasonably hires an attorney to enforce the collection of any commission payable  
101. pursuant to this Contract, and is successful in collecting some or all of such commission without commencing an  
101. action or proceeding, Owner agrees to pay such Broker's reasonable attorneys fees and costs.

102. **Deposits.** Owner authorizes Broker to accept initial rent and other deposits from new tenant on behalf of Owner and  
103. issue receipts therefor.

104. **Recommendations.** If any broker recommends a builder or contractor or any other person or entity to Owner for any  
105. purpose, such recommendation will be independently investigated and evaluated by Owner, who hereby  
106. acknowledges that any decision to enter into any contractual arrangements with any such person or entity  
107. recommended by any Broker will be based solely upon such independent investigation and evaluation.

108. **Entire Agreement.** This Contract, any attached exhibits and any addenda or supplements signed by the parties, shall  
109. constitute the entire agreement between Owner and Broker and supersede any other written or oral agreements  
110. between Owner and Broker. This Contract can be modified only by a writing signed by Owner and Broker.

111. **Equal Opportunity.** The Property is offered without respect to ancestry, race, religion, color, sex, handicap, marital  
112. status, age or national origin.

113. **Construction of Language.** The language of this Contract shall be construed according to its fair meaning and not  
114. strictly for or against either party. Words used in the masculine, feminine or neuter shall apply to either gender or the  
115. neuter, as appropriate. All singular and plural words shall be interpreted to refer to the number consistent with  
116. circumstances and context.