

Exclusive Right to Sublease Listing Contract Commercial-Industrial-Investment

A product of the
CINCINNATI AREA BOARD OF REALTORS®
Approved by Board Legal Counsel
**This is a legally binding contract. If not understood,
seek legal advice. For real estate advice,
consult your REALTOR®.**



1 _____, _____, _____, _____
NAME OF LISTING REALTOR® FIRM CITY STATE DATE

2 **APPOINTMENT OF REALTOR®:** The undersigned Sublandlord ("Sublandlord") hereby employs the undersigned REALTOR® ("REALTOR®") as its sole exclusive agent and grants to REALTOR® the exclusive right to procure a Subtenant ("Subtenant") for the following Real Estate ("Real Estate") located in _____ (City), _____ (County), _____ (State) known as :

3 **REALTOR® ACCEPTANCE:** REALTOR® accepts employment and agrees, in consideration of the agreements by the Sublandlord, to use its best efforts to procure a Subtenant for Real Estate pursuant to the following terms:

(a) **Rent, payable monthly in advance, shall be:** _____ or as otherwise negotiated and accepted by the Sublandlord.

(b) **The term of sublease shall be for** _____ (years), _____ (months). (The term of the lease under which the Sublandlord is the tenant of the real estate, the Master Lease ("Master Lease") expires on _____, _____ and the Sublease(s) shall expire on or before said date and shall in all other respects be on the terms and conditions of the Master Lease dated _____, _____ between _____ and _____ except _____.

(c) Rent shall include (check items that apply):

Real Estate Taxes & Assessments _____ Insurance _____ (o all risk o liability o plate glass)
Common Area Maintenance (C.A.M.) _____ Gas _____ Electric _____ Water _____ Sewer _____
Janitorial Service _____ (Days Per Week) _____ Trash Pick up _____ (Days Per Week) _____
Other _____

(d) Subtenant shall pay () all () its pro rata share of the following operating expenses (check items that apply):

Current Real Estate Taxes & Assessments _____ Increase in Current Real Estate Taxes & Assessments _____
Current Insurance _____ (o all risk o liability o plate glass) Increase in Current Insurance _____
Common Area Maintenance (C.A.M.) _____ Interior Maintenance _____ Exterior Grounds _____
Gas _____ House Electric _____ Water _____ Sewer _____
Janitorial Service _____ (Days Per Week) _____ Trash Pick up _____ (Days Per Week) _____
Other _____

(e) Subtenant shall, at its expense, be responsible for the maintenance and repair of the following items (check items that apply):

Heating _____ Air Conditioning _____ Interior Maintenance _____ Exterior Maintenance _____
Other _____

(f) Other terms: _____

4 SUBLANDLORD'S CERTIFICATION: Sublandlord agrees to disclose to REALTOR® and to prospective Subtenants any and all information which Sublandlord has regarding the condition of the Property, including, but not limited to, the presence and location of asbestos, PCB transformers, other toxic hazardous or contaminated substances, and/or underground storage tanks in or about the Property. A Phase I Environmental Audit has _____ has not been obtained by Sublandlord. Sublandlord represents that the terms of the Master Lease permits Sublandlord to sublet the property without consent of the master landlord, or in the alternative, Sublandlord has obtained the consent of the master landlord thereto. As used in this Agreement, the term "Sublease" shall be deemed to include an assignment of Sublandlord's interest under the Master Lease, and the term "Subtenant" shall be deemed to include the assignee of such interest or a person or entity assuming Sublandlord's obligations under the Master Lease.

5 REALTOR'S® FEE: In consideration of REALTOR'S® effort and service to procure a Subtenant for the Real Estate, Sublandlord agrees to pay REALTOR® a commission ("Commission") of _____% of the gross aggregate rent for which the Real Estate may be subleased, regardless of agency relationships. Should any privilege of renewal be exercised, the Sublandlord agrees to pay REALTOR® a Commission of _____% of the gross aggregate rent under said renewal, payable at the commencement of each new term. Gross aggregate rent is defined as including all rents, expenses and cash payments payable to Sublandlord from Subtenant. If, instead of subleasing the Real Estate, Sublandlord is relieved of all financial liability under the Master Lease by cancellation or by Subtenant's assumption of Sublandlord's obligations, the commission shall be calculated based upon Sublandlord's aggregate relief from rent and expense liability to Landlord. The Commission shall be payable when a binding instrument has been executed pursuant to the terms of this Contract.

6 TERM OF AGENCY: Sublandlord agrees that REALTOR® shall have the exclusive right to sublease the Real Estate until midnight CINCINNATI TIME on _____, _____ and REALTOR® shall be entitled to its Commission if REALTOR® procures a Subtenant for the Real Estate, or if the Sublandlord or any other person procures a Subtenant at any price or terms acceptable to the Sublandlord during the existence of this Contract.

7 PROTECTION PERIOD: The sublease of the Real Estate to any person(s) to whom REALTOR® offered the same during the term of this Contract, if such contract for sublease is executed within _____ days from the termination of this Contract, shall be considered a sublease effected by REALTOR® and shall entitle REALTOR® to the Commission herein agreed to be paid by Sublandlord provided: (a) REALTOR® has furnished Sublandlord a written list of such persons; (b) REALTOR® submits said list of such persons to Sublandlord no later than _____ days after expiration of the term; and, (c) REALTOR® continues consistent written or verbal contact with such person(s) during the Protection Period. Sublandlord acknowledges and understands that this list should be provided by the Sublandlord to any other REALTOR® with whom Sublandlord may enter into another Exclusive Right to Sublease Listing Contract subsequent to the expiration of the term of this Contract and to provide in the subsequent agreement that a commission will not be payable to the new broker on transactions for which Sublandlord remains obligated to Broker under this section. Notwithstanding Sublandlord's failure to do so, however, Sublandlord shall remain liable to Broker under this section.

8 SIGNS: REALTOR® is authorized to place its sign(s) on the Real Estate and to advertise the Real Estate. Sublandlord warrants to REALTOR® that the placing of such signs on the Real Estate is not prohibited by the terms of the Master Lease.

9 LISTING SERVICE AUTHORITY: REALTOR® is authorized to place information about the Real Estate in informational or listing service(s) at REALTOR's® discretion. The REALTOR® and the designated service(s) may disclose information pertaining to the Real Estate to other participants authorized to receive such information.

10 COOPERATION WITH OTHER BROKERS: The REALTOR® may cooperate with other brokers and their agents to procure a Subtenant and, accordingly, the REALTOR® is authorized to offer compensation to cooperating brokers. Sublandlord further authorizes REALTOR® to compensate on Subagency or Tenant Representation or on both Subagency and Tenant Representation. Sublandlord agrees to cooperate with REALTOR® in bringing about a Sublease of the Property to furnish REALTOR® with a copy of the Master Lease, and to immediately refer to REALTOR® all inquiries of anyone interested in the Property. All negotiations are to be through REALTOR®.

11 KEY AUTHORIZATION: Sublandlord authorizes REALTOR® to conduct or allow cooperating REALTORS® to conduct key-entry showings of the Real Estate until acceptance of a sublease. Sublandlord represents that adequate insurance will be kept in force to protect Sublandlord in the event of any damage, losses or claims arising from entry to the Real Estate by persons through the above use of the key and hereby holds harmless the REALTOR®, its agents and employees, from any loss, claim or damage resulting therefrom.

12 DUAL AGENCY: REALTOR® may act as a dual agent by representing both the Seller and the Buyer in this transaction only if both parties consent after having been informed of the dual agency relationship. REALTOR® shall not permit another agent affiliated with REALTOR® to represent another party in a transaction involving the Real Estate (whether as the exclusive agent for that party, a subagent, or dual agent) without obtaining the written consent of both parties to the transaction. In the event a dual agency relationship arises, Subtenant and Sublandlord will be provided with a dual agency disclosure form setting forth the agent's duties and the Subtenant's and Sublandlord's options if they choose not to consent to the dual agency relationship.

13 ADDENDUM: Additional terms and conditions that are or are not set forth as an Addendum attached hereto and made an integral part hereof.

14 APPLICABLE STATE AND FEDERAL LAWS: The parties hereto agree to comply with all applicable federal, state and local laws, regulations, codes, ordinances and administrative orders having jurisdiction over the parties, property or the subject matter of this Agreement, including, but not limited to, the 1964 Civil Rights Act and all amendments thereto, the Foreign Investment In Real Property Tax Act, the Comprehensive Environmental Response Compensation and Liability Act, and the Americans with Disabilities Act.

15 INDEMNITY: Sublandlord recognizes that the REALTORS® involved in the sale are relying on all information provided herein or supplied by Sublandlord or Sublandlord's sources and/or Subtenant or Subtenant's sources in connection with the Real Estate, and agrees to indemnify and hold harmless the REALTORS®, their agents and employees, from any claims, demands, damages, suits, liabilities, costs and expenses (including reasonable attorney's fees) arising out of any misrepresentation or concealment of facts by Sublandlord or Sublandlord's sources and/or Subtenant or Subtenant's sources.

16 SOLE CONTRACT: This Contract constitutes the entire agreement between the parties hereto, and no oral or implied agreement, representation, or understanding shall cancel or vary the terms of this Contract. Sublandlord acknowledges that Sublandlord has read and received a completed copy of this Contract and the information contained herein is true and accurate to the best of Sublandlord's knowledge.

17 SIGNATURES: Accepted _____, _____

For: _____ SUBLANDLORD: _____
(Listing REALTOR® Firm)

By: _____
(Listing Agent)

