



Lease Number: _____

COMMISSION AGREEMENT
REPRESENTATION OF THE STATE OF FLORIDA AND ITS RESPECTIVE AGENCIES
FOR LEASING TRANSACTIONS

This Commission Agreement ("Agreement") is entered into as of this _____ day of _____, 20____, by and between ("Owner") _____, The State of Florida ("Tenant") _____, And ("Tenant Broker") _____.

The following provisions are true and correct and are the basis for this Agreement:

- A. Owner has legal title to a property located at _____, in _____ County, Florida on which tract is an office building/project commonly known as _____ (the "Building"), and which is further described as, or a portion of, Property Appraisers Parcel Number _____.
- B. Tenant Broker has presented the real estate space needs of Tenant to Owner and has and will render services in connection with the leasing of space to the Tenant.
- C. Should a Lease (herein so called) be consummated, Owner has agreed to pay The State of Florida a real estate commission in consideration for services rendered and to be rendered in consummating a Lease pursuant to the terms and conditions set forth herein.
- D. Owner understands and agrees that Tenant Broker is serving solely as a representative of Tenants' interest. Likewise, Owner acknowledges that the applicable fee structure(s) defined below, as mutually agreed between Owner, Tenant Broker and Tenant, will be (has been) considered and included within the Owner's proposal for lease.

NOW THEREFORE, in consideration of the mutual promises set forth herein and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

- 1. **AGREEMENT TO PAY COMMISSION:** For the base term of the lease, Owner hereby agrees to pay a real estate commission to Tenant for the total aggregate gross base rent (with no offset) as follows:

New Leases:

<u>Total Aggregate Gross Base Rent</u>	<u>Commission Rate</u>
The first \$ 0.00 - \$500,000	3.50 %
The next \$ 500,001 - \$2,500,000	3.25 %
The next \$2,500,001 - \$4,500,000	3.00 %
The next \$4,500,001 - \$6,499,999	2.75 %
The next \$6,500,000 and over	2.50 %

Warehouse/Storage/Hangar:

Total Rent for the Base Term of the Lease	0 – 5,000 square feet	2.0%
Total Rent for the Base Term of the Lease	over 5,001 square feet	same as office space %

The commission on any lease modification shall be equal to two (2%) percent of the total additional gross rents added to, or above the total rents of the original lease.

- 2. **PAYMENT OF COMMISSION:** The commission shall be due and payable to Tenant in cash (i) one half (1/2) at the time the Lease is signed and (ii) the balance on the earlier to occur of (a) the first day that Tenant occupies all or any portion of the space covered by the Lease, or (b) commencement of the term under the Lease. If Tenant's lease is modified, the commission in relation to such modification will be due and payable in full at the time the modification is executed by Owner and Tenant. Tenant hereby agrees to pay to Tenant Broker said commissions based on a separate agreement between Tenant and Tenant Broker.
- 3. **SUCCESSORS AND ASSIGNS:** The obligation to pay and the right to receive any of the commissions described above shall inure to the benefit and obligation of the respective heirs, successors and/or assigns of Owner or Tenant Broker. In the event of a sale or an assignment of the Property which includes Tenant's demised premises, Owner agrees to secure from the purchaser or assignee a written recordable agreement under which the new owner or assignee assumes payment to Tenant of all commissions payable hereunder.

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4. **REPRESENTATION OF TENANT:** Although Owner will pay the commission to Tenant, who will in turn pay Tenant Broker, Tenant Broker **will not** be representing owner in the contemplated lease transaction. Tenant Broker will be representing **only the Tenant** in such transaction. The owner acknowledges and agrees that it is responsible for any commissions due any other broker with respect to this transaction

5. **AUTHORITY TO SIGN:** Each signatory to this Agreement represents and warrants that it has full authority to sign this Agreement on behalf of the party for whom he signs and that this Agreement binds such party.

6. **ENTIRE AGREEMENT:** This Agreement constitutes the entire Agreement between Owner and Tenant and Tenant Broker and supersedes all prior discussions, negotiations, and agreements, whether oral or written. No amendment, alteration, cancellation or withdrawal of this Agreement shall be valid or binding unless made in writing and signed by both Owner and Tenant and Tenant Broker. This Agreement shall be binding upon, and shall benefit, the heirs, successors and assignees of the parties.

7. **FAILURE TO PAY:** Should the owner fail to pay the Commission Agreement as contracted here in, the Tenant shall send the Owner appropriate notification and issue a cure letter to the Owner demanding payment. Should payment(s) not be received within the terms of the cure letter the Tenant has a right to withhold rent payments, for the payments of the Commission, until the terms of the contract have been fulfilled within the terms of this Agreement.

8. **NOTICES:**

To Tenant Broker:	_____
.....	_____
.....	_____
To Owner:	_____
.....	_____
.....	_____
To Tenant:	_____
.....	_____
.....	_____
.....	_____

9. **LEGAL DESCRIPTION** (if not attached as Exhibit "A")

AGREED AND ACCEPTED this ____ day of _____, 20____

<p>TENANT:</p> <p>(x) _____</p> <p>By _____</p> <p>Print or Typewritten</p> <p>_____</p> <p>Title</p>	<p>OWNER:</p> <p>(x) _____</p> <p>By _____</p> <p>Print or Typewritten</p> <p>_____</p> <p>Title</p>	<p>TENANT BROKER:</p> <p>(x) _____</p> <p>By _____</p> <p>Print or Typewritten</p> <p>_____</p> <p>Title</p>
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