



## BROKERAGE COMMISSION AND REGISTRATION AGREEMENT

THIS AGREEMENT dated \_\_\_\_\_, by and between **Douglas Elliman Real Estate LLC** ("Listing-Broker") and \_\_\_\_\_ (**Tenant-Broker or "Broker"**) for property located at **20200 W. Dixie Hwy Suite 601, Aventura, FL 33180**, ("Property") shall be binding upon the parties to this Agreement and each party understands and assents to the following terms:

**1.** **Listing-Broker hereby accepts Broker's registration of its prospective tenant ("Prospect")** with Listing-Broker for the Property. Broker shall also furnish Listing-Broker a copy of the written agency disclosure it has provided to Prospect upon request. Landlord is executing this Agreement as owner of the Property.

- A. The Broker's registration shall be effective for ninety (90) days from the date of this Agreement.
- B. Broker represents and warrants that it is a licensed real estate broker in the State of Florida with a license in good standing with the Florida Real Estate Commission.
- C. The registration period shall be extended for one additional thirty (30) days period if Prospect is in continuous negotiation at the expiration of the initial ninety (90) day term. The registration period may be increased by written agreement between Broker and Listing-Broker.
- D. Broker shall earn his commission only if the Prospect has had no contact with Listing-Broker for at least six (6) months prior to the Prospect's registration.

**2.** **Broker's total real estate brokerage commission** shall be Three percent (3%) of the aggregate value of the base rent portion of up to the first three (3) years of the Lease Agreement which is not cancelable, or the short of that Lease Agreement term. For purposes of calculating the commission, the aggregate value shall exclude C.P.I. adjustments, parking charges, operating expenses (i.e. taxes, insurance, common area maintenance), options, merchants association dues and promotional fund expenses, above year one base modified gross rent negotiated. Free or partial base rent concessions, or any buy out costs shall be subtracted from and/or not be included in the aggregate value.

- A. The Broker's commission shall be earned as follows:
  - 1) One-half of the total commission due shall be payable within thirty (30) days following possession of the Property.
  - 2) The remaining one-half of the commission due shall be payable within four (4) months after Tenant opens for business and Tenant's commencement of the payment of rent, as per Lease Agreement.

**3) Broker agrees to reimburse Landlord any commission** paid if Tenant vacates the Premises or ceases to pay rent during the first three (3) months after possession.

- A. Landlord's obligation to pay Broker shall be solely conditioned upon landlord's receipt of payment by the "Tenant".
- B. All payments to Broker shall be contingent upon execution of Landlord's standard release acknowledging receipt thereof.

C. Should the Prospect execute a Lease but **fail to take possession and open for business**, no commission shall be due the Broker.

D. Any commission paid to the Broker shall be refunded upon demand within fourteen days, in the event that the **Prospect fails to take possession and open for business** of the leased premises after execution of the Lease.

#### **4. No Commission contingencies**

A. No commission shall be earned by the Broker should Prospect renew or extend its Lease, nor shall Broker earn any commission in the event Prospect enters into any agreement regarding expansion of space pursuant to such Lease.

B. This commission agreement is limited to the Lease at the Property.

C. No commission shall be earned by Broker if Prospect executes a Lease with the owners of the Property after the expiration of this Commission Agreement.

D. No commission shall be earned by Broker if Prospect fails to execute a Lease.

E. No commission shall be earned by Broker if the owner of the Property fails or refuses to execute a Lease with the Prospect.

F. No commission shall be earned by Broker for the purchase of the property by Prospect.

#### **5. Broker shall at all times keep Landlord advised** as to the status of lease negotiations and will promptly notify Landlord in the event Prospect decides not to enter into a lease.

#### **6. This agreement may not be amended or modified orally.** Any modification or amendment shall be ineffective unless it is contained in a written instrument executed by the party against whom enforcement is sought.

In considerations of ten dollars and the mutual promises of this Agreement, Broker shall defend, hold harmless and indemnify Landlord and Douglas Elliman Real Estate against any claim by any third party for a brokerage commission owed on the subject Lease. In the event suit is brought under this Agreement, the prevailing party shall be awarded attorney's fees and costs through appeal. This paragraph shall survive the expiration of this Agreement. This agreement shall be governed by, and construed in accordance with, Florida law, and venue for any action arising hereunder shall be in Miami-Dade County, Florida.

**Brokerage Name:** \_\_\_\_\_

**“Broker”**

By: \_\_\_\_\_ (Signature)

Print Name: \_\_\_\_\_ (Agent/Realtor Name)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Douglas Elliman Real Estate**

**(“Listing-Broker”)**

By: \_\_\_\_\_

Print Name: Brian Carter, P.A., Broker-Associate

Title: \_\_\_\_\_ Licensed Real Estate Broker Associate BK3022095 \_\_\_\_\_

Date: \_\_\_\_\_