



EXCLUSIVE RIGHT TO LEASE LISTING AGREEMENT (COMMERCIAL)

In consideration of the covenants herein contained, Sole Property Owner(s) (hereinafter called "OWNER") and Ferrer Commercial Real Estate Adv. LLC, Real Estate Company (hereinafter called "BROKER"), agree as follows:

Broker will serve as a non agency transaction broker or an agency listing broker in the this transaction.

For the period of time beginning on, and ending at midnight on, Owner hereby grants to Broker the sole and exclusive right to lease the real property known as:

Address

Tax Map # City Zip

County of, State of South Carolina.

1. EMPLOYMENT: In consideration of the services and facilities of your office and of your agreement to enter the within described property in the Multiple Listing Service of which BROKER is a member, the undersigned Owner does hereby employ the above named BROKER as the sole and exclusive agent, and give said BROKER the exclusive right and authority to lease the herein described property, From, To, inclusive, subject to all the terms and conditions hereof.

2. LEASE RATE: Said property is, hereby, listed to lease at a rate of \$

3. TERMS: Said property may be leased subject to the following terms: Any acceptable to owner.

4. POSSESSION of property shall be relinquished by the Owner to the Tenant in accordance with the terms of the rental agreement.

5. DEFECTS: Owner represents that the property is not subject to any defect and does not contain any hazardous or toxic substance to the best of Owner's belief after due inquiry, unless expressly disclosed herein. Owner agrees to disclose to the BROKER any defects (whether latent affects or otherwise) of the herein described property and to hold said BROKER harmless from any liability or damages including without limit attorney's fees arising from any defects. Owner represents to the best of Owner's information and belief after due inquiry (i) that Owner has not received notice of any claimed environmental hazard or condition in connection with the property; (ii) that the property contains no hazardous or toxic wastes, asbestos or other substance dangerous or harmful to human health or the environment, and has not been used for the manufacture, storage, or transport of any such substance; and (iii) that no part of the property consists of federal jurisdictional wetlands. Any additional stipulations shall be set forth in writing in this agreement.

6. TERMS:

1. Owner agrees that said BROKER has earned a commission of 6.000% if a tenant who is ready, willing, and able to lease the herein described property at the lease rate and on the terms aforesaid or at any price and terms acceptable to the Owner. Commission to be paid by Owner as follows: 1/2 due at lease execution, 1/2 due at rent commencement. Commission to be paid as follows: If co-broker involved, 6% to be paid: 3% to be paid to co-broker and 3% to Ferrer Commercial Real Estate Advisors, LLC; If no co-broker involved, 4.5% to Ferrer Commercial Real Estate Advisors, LLC

[] OWNER, [] OWNER, AND [] BROKER HAVE READ THIS PAGE.

for the initial term and any renewals, extensions or modifications of any lease entered into pursuant to this listing agreement and for any expansions of, or additions to, the space covered by any lease entered into pursuant to this listing agreement.

2. Owner understands that Broker shall pay cooperating agents/transaction brokers a fee of \$ _____ or a commission of 3.000 % of gross lease price. Owner and Broker agree that there shall be no variation or exception in the amount of the fee or commission to be paid, unless otherwise specified in this agreement.
3. Said commission to be paid to BROKER whether said Tenant is found by BROKER, by another Broker, by the undersigned Owner or by any other person.
4. If within 180 consecutive days after the termination of this agreement, a lease of the herein described property is made or effected by the undersigned Owner, directly or through any other person to a prospective tenant to whom any agent of the Listing BROKER, any Cooperating Broker, or the Owner has shown or offered said property during this exclusive listing period, the Owner shall pay the aforementioned commission to the Listing BROKER, provided that the names of the prospective tenants to whom the property was shown by the Listing BROKER or any Cooperating Broker are furnished to the Owner by the Listing BROKER in writing within ten (10) days after termination of this exclusive listing period.
This protection period shall end at 11:59 p.m. on _____, _____.
5. In the event that property is sold during the term of this agreement, owner agrees that any outstanding commissions owed to Listing BROKER will be payable at closing.

7. MULTIPLE LISTING SERVICE: The property shall be shall not be entered into the Multiple Listing Services of which Broker is a member, which shall constitute an offer of cooperating brokerage to all members of the listing service. Owner agrees that Broker may compensate an agent/transaction broker representing/facilitating for the buyer from the fee described above.

8. LEAD-BASED PAINT: For dwellings built before 1978, and as required by applicable law, a Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards (the "Disclosure" must be signed by Owner and attached to this agreement. Owner represents that either (1) the improvements on the property were all constructed after December 31, 1977, or (2) the Disclosure has been fully completed and is attached to this agreement. Owner agrees to provide Broker with any such additional information or reports as may come to Owner's possession during the term of this agreement. Owner acknowledges that Broker has informed Owner of the Owner's obligations to provide a buyer of the property with the pamphlet "Protect your Family from Lead in Your Home," to provide information to a buyer of the property with copies of available records and reports with respect to the property and lead-based paint and lead-based paint hazards, all pursuant to 42USC4582(d), as amended.

9. ADDITIONAL TERMS AND CONDITIONS: The following terms and conditions are a part of this Exclusive Right To Lease Listing Agreement of which other terms and conditions are set forth on the front side hereof. The Owner and BROKER do further agree:

1. Said property to be leased subject to zoning ordinances, restrictions, easements and conditions of public record; and
2. Owner shall refer to BROKER any inquiries received by the owner and shall not deal directly with prospective tenants for this property during the continuance of this agency and shall allow the BROKER or any participating Broker to show said property at reasonable times upon reasonable notice and shall commit no act which might tend to obstruct the BROKER 's performance hereunder; and
3. Owner shall cooperate with BROKER to ascertain all pertinent data concerning subject property so as to avoid error, exaggeration, misrepresentation or concealment of pertinent facts. Owner warrants the accuracy of the information furnished herein and agrees to hold the BROKER harmless from any liabilities or damages arising out of incorrect or undisclosed information. Owner agrees to notify the listing BROKER promptly of any material changes in said information; and
4. The listing BROKER is not responsible for vandalism, theft, damage or maintenance of herein described property; and
5. The Owner agrees to enter into a contract of lease with and to lease said Property to any such ready, willing and able tenant for the rent or upon such other terms and conditions as Owner may hereafter approves, said approval to specifically include Owner's review and acceptance of the credit worthiness of any such tenant; and
6. BROKER shall or shall not place such "For Lease" signs on said property as BROKER may deem advisable and no other signs shall be placed on said property; and
7. Broker is granted the authority and approval to list and publish all lease data pertaining to the lease of the hereinabove described property. Owner understands and acknowledges that lease data are published for the use

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and information of the members of all the Boards/Associations of REALTORS® and the Multiple Listing Services (MLS) of which Broker is a member; for their use of same in marketing, leasing and selling of all properties listed in said publication; and

- 8. Owner shall carry at own expense public liability insurance in an amount of at least \$ 1,000,000.00 to protect the interest of the parties to this Agreement; and
- 9. Owner hereby indemnifies Agent against and agrees to hold and save Agent, its directors, officers, partners, members, employees and agents, harmless from and against any loss, damage, or expense (including courts costs and reasonable attorneys' fees) resulting from any breach of Client's duties and obligations under this Agreement or the negligence, gross negligence, willful misconduct or fraud of Client or its employees, agents and contractors. Agent hereby indemnifies Owner against and agrees to hold and save Owner, it directors, officers, partners, members, employees and agents, harmless from and against any loss, damage, or expense (including courts costs and reasonable attorneys' fees) resulting from any breach of Agent's duties and obligations under this Agreement or the negligence, gross negligence, willful misconduct or fraud of Agent or its employees, agents and contractors.

10. RESPONSIBILITIES OF AGENCY BROKER: In consideration of granting BROKER this Exclusive Right to Lease Listing, the BROKER agrees:

- 1. To direct concentrated efforts in bringing about a lease.
- 2. To advertise said property as BROKER deems advisable.
- 3. To encourage cooperating brokers in lease efforts of said property by furnishing information and assistance.
- 4. To keep the Owner/s informed as to the progress made toward finding a tenant for said property.
- 5. To make an earnest and continued effort to lease the property.

11. RESPONSIBILITIES OF NON-AGENCY TRANSACTION BROKER: Tenants and Owners who do not establish an agency relationship with a Broker and use the services of the Broker are customers. Landlord and Owner agree that Broker shall provide the following customer services to Owner. The Broker shall:

- 1. Use skill, care, and diligence to facilitate the transaction;
- 2. Be honest, fair and provide accurate information;
- 3. Account in a timely manner for all funds received by the Broker on behalf of a party to a real estate transaction;
- 4. Disclose material adverse facts actually known by the Broker that affect the transaction, or the value or condition of the real property and that are not readily ascertainable;
- 5. Promptly present all written offers and counteroffers involving the sale, lease or exchange of property even when the property is subject to a contract of sale;
- 6. Keep information confidential as requested in writing by the Owner.

12. BROKER LIABILITY LIMITATION: *In Agents performance of the duties herein to secure a lease or leases for the Property Owner agrees Broker provided Owner with benefits, services, assistance, and value in bringing about said lease(s). In consideration and recognition of the risks, rewards, compensation and benefits arising from said lease(s) to Broker, Owner agrees that he shall pay Broker's attorney fees and that Broker, shall not be liable to Owner, in an amount exceeding that Broker's Compensation by reason of any act or omission, including negligence, misrepresentation, errors and omission, or breach of undertaking, except for intentional or willful acts. This limitation shall apply regardless of the cause of action or legal theory asserted against Broker, unless the claim is for an intentional or willful act. This limitation of liability shall apply to all claims, losses, costs, damages or claimed expenses of any nature from any cause(s), except intentional or willful acts, so that the total liability of Broker shall not exceed the amount set forth herein. Owner will indemnify and hold harmless and pay attorneys fees for Broker from breach of contract, any negligent or intentional acts or omissions by any Parties, Inspectors, Professionals, Service Providers, Contractors, etc. including any introduced or recommended by Broker. Owner agrees that there is valid and sufficient consideration for this limitation of liability and that Broker is the intended third-party beneficiary of this provision.*

13. NOTICES: All notices provided for this Listing Agreement shall be in writing and shall be deemed to be given when sent by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

If to Owner: _____

If to Agent: Ferrer Commercial Real Estate Advisors,
LLC c/o Mike Ferrer, CCIM, MCR, BIC
530 Johnnie Dodds Blvd
Mt Pleasant, SC 29464

[] OWNER, [] OWNER, AND [] BROKER HAVE READ THIS PAGE.

14. CONFIDENTIALITY: All financial data and other proprietary information with regard to the Property shall be treated as confidential by Agent and shall be disseminated to third parties on a "need to know" basis only. Upon the termination or completion of this agreement, Broker shall keep confidential all information received during the course of this agreement which was made confidential by written request or instructions from the client, except as provided for under South Carolina law.

15. SPECIAL STIPULATIONS: The following stipulations shall, if conflicting with printed matter, control (use addendum if necessary): _____

16. ENFORCEMENT: The parties agree that Broker may take action to enforce this Agreement or collect any associated costs, fees, and damages. Owner agrees to reimburse or indemnify or pay all Broker costs in enforcing this Agreement or collecting costs, fees, and damages including any incidental expenses or attorneys fees.

17. MEDIATION CLAUSE: Any dispute or claim arising out of or relating to this Agreement, the breach of this Agreement or the services provided in relation to this Agreement, shall be submitted to mediation in accordance with the Rules and Procedures of the Dispute Resolution System of the NATIONAL ASSOCIATION OF REALTORS®. Disputes shall include representations made by Owner or Broker in connection with the services to which this Agreement pertains, including without limitation, allegations of concealment, misrepresentation, negligence and/or fraud. Any agreement signed by the parties pursuant to the mediation conference shall be binding. This mediation clause shall survive for a period of 120 days after the date of the closing.

18. NO CONTROL OF COMMISSION RATES OR FEES: The Broker's compensation for services rendered in respect to any listing is solely a matter of negotiation between the Broker and the Owner and is not fixed, controlled, suggested, recommended, or maintained by the board/association, the MLS, or by any persons not a party to the listing agreement. Any compensation paid by the Listing Broker to a Cooperating Broker or Buyer's Broker in respect to any listing is established by the Listing Broker in Broker's offer of compensation, and is not fixed, controlled, suggested, recommended or maintained by the board/association, the MLS or by any persons other than the Listing Broker.

19. OTHER TERMS AND CONDITIONS: The employment date for the purpose of CTAR's Multiple Listing Service shall begin upon Owner's execution of listing agreement if dated signature occurs after the typed employment begin date on page one under Section 1 (EMPLOYMENT).
CTAR's Multiple Listing Service rules shall be applicable to date of Employment.

THE UNDERSIGNED HEREBY WARRANT THAT THEY OWN THE PROPERTY AND/OR HAVE THE AUTHORITY TO EXECUTE THIS AGREEMENT. THIS IS A LEGALLY BINDING AGREEMENT. OWNER SHALL SEEK FURTHER ASSISTANCE IF THE CONTENTS ARE NOT UNDERSTOOD. OWNER ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT. OWNER AGREES TO RECEIVE COMMUNICATIONS FROM BROKER AT THE EMAIL ADDRESS, PHONE AND FAX NUMBER LISTED BELOW.

IN WITNESS WHEREOF, this agreement has been duly executed by the parties.

Owner: _____ Date _____ Time _____

Email: _____ **Phone:** _____ **Fax:** _____

Witness: _____ Date _____ Time _____

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Owner: _____ Date _____ Time _____

Email: _____ Phone: _____ Fax: _____

Witness: _____ Date _____ Time _____

Owner's Mailing Address: _____

Real Estate Firm: **Ferrer Commercial Real Estate Adv. LLC** Phone: _____

By: _____ Date _____ Time _____

Mike Ferrer, CCIM, MCR, BIC

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