

COMMERCIAL LEASE AGREEMENT FOR REMUNERATION

(For use when there is no Landlord Brokerage Agreement in commercial leasing transactions)

This Agreement is between

THE LANDLORD

and

THE TENANT'S BROKERAGE (the "Brokerage")

Name _____ Brokerage Name _____
Name _____
Address _____ Address _____ (postal code)
Phone _____ (postal code) Phone _____ Fax _____
Fax _____ Email _____
Email _____ Broker, Associate Broker or Associate authorized to represent the Brokerage
Member of _____ (the "Board")

1. AGENCY DISCLOSURE

The Landlord acknowledges that _____
(Brokerage name) is acting only on behalf of the tenant in this transaction and owes the Landlord no fiduciary duties.

2. THE PREMISES

Municipal Address _____

Legal Description _____

The Landlord warrants that all the information provided to the Brokerage is correct and accurate to the best of the Landlord's knowledge.

3. REMUNERATION

The Landlord agrees that if there is no written Landlord Brokerage Agreement this shall be regarded as an Agreement for Remuneration between the Landlord and the Brokerage. In consideration of the Brokerage being the effective cause of an executed legally enforceable lease agreement, the Landlord hereby agrees to pay the Brokerage compensation as follows: _____

_____ (the "Remuneration") plus the applicable GST.

The Landlord will pay the Remuneration upon the lease being signed or the tenant being given possession of the Premises by the Landlord, whichever comes first.

The Landlord authorizes the Brokerage to deduct the Remuneration from the deposits paid by the tenant. If the tenant fails to execute a lease agreement through no fault of the Landlord, no Remuneration is payable.

In the event that the Landlord fails to enter into a lease agreement based on an unconditional offer/agreement to lease and the tenant is willing and able to sign the lease agreement, the Remuneration shall be payable as if this transaction had been completed and shall be payable within seven (7) days of demand by the Brokerage.

4. USE AND DISTRIBUTION OF INFORMATION

The Landlord authorizes the Brokerage and the Board to retain, for appraisal and statistical purposes, information the Landlord provides to complete the agreement to lease.

Dated at _____ this _____ day of _____, 20_____.

Landlord's Signature

Witness

Landlord's Signature

Witness

Print Name

Signature of Broker, Associate Broker or Associate
authorized to sign on behalf of the Brokerage