



CALIFORNIA
ASSOCIATION
OF REALTORS®

LEASE/RENTAL COMMISSION AGREEMENT

SAMPLE

COMPENSATION:

Notice: The amount or rate of real estate commissions is not fixed by law. They are set by each broker individually and may be negotiable between the Landlord/Tenant and Broker.

For services in arranging the lease or month-to-month rental agreement dated _____, between _____ ("Landlord"), and _____ ("Tenant") I ("Broker"), agree to pay _____ compensation equal to _____

SAMPLE

Broker may retain said compensation from any first monies (advance rentals and security deposits) collected by Broker from Tenant. If the Lease or Rental Agreement is extended or renewed, or Tenant holds over in possession beyond the initial period (collectively, "extension period"), I agree to pay to Broker additional compensation equal to _____, within 5 days of the commencement of each such extension period. If the Tenant directly or indirectly acquires, or enters into an agreement to acquire, title to the Property or any part of it, whether by sale, exchange, or otherwise, during the term of the tenancy or any extension period, I agree to pay to Broker compensation equal to _____ percent of the selling price or total consideration in said transfer, whichever is greater. Said sum shall be payable upon close of escrow, or if there is no escrow then upon Tenant's direct or indirect acquisition of any legal or equitable interest in the Property. If there is more than one Landlord, by my signature below I agree and represent that I am authorized to obligate all and that the other Landlord(s) and I shall be jointly and individually responsible for payment of the sums due as above.

The undersigned has read and acknowledges receipt of a copy of this Agreement and agrees to pay compensation as stated above.

Date _____ Telephone _____

LANDLORD/TENANT _____

LANDLORD/TENANT _____

Address _____

Real Estate Broker(s) agree(s) to the foregoing.

Broker _____

By _____ Date _____

Broker _____

By _____ Date _____

SAMPLE

THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS® (C.A.R.). NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.

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Page _____ of _____ Pages.

REVISED 10/98

OFFICE USE ONLY
Reviewed by Broker _____
or Designee _____
Date _____



SAMPLE

LEASE/RENTAL COMMISSION AGREEMENT (LCA-11 PAGE 1 OF 1)

Property Management Realty 2535 E Thousand Oaks Blvd, Thousand Oaks CA 91320
Phone: (805)4979539 Fax: (805) Ed Harpe

T5869259.ZFX



COMMISSION AGREEMENT

1. COMPENSATION: Notice: The amount or rate of real estate commissions is not fixed by law. They are set by each broker individually and may be negotiable between the Seller/Buyer ("Principal") and Broker.

_____, ("Principal"), agrees to pay to _____, ("Broker(s)"), as compensation for services, irrespective of agency relationships, the sum of either _____ percent of the transaction price, or Dollars (\$ _____), for property situated in the City of _____, County of _____, California, described as: _____

Compensation is payable as follows: (a) On recordation of the deed or other evidence of title; or (b) If completion of the transaction is prevented by default of Principal, then upon such default; or (c) If completion of the transaction is prevented by a party to the transaction other than Principal, then only if and when Principal collects damages by suit, settlement, or otherwise, and then in an amount equal to the lesser of one-half of the damages recovered, or the above compensation, after first deducting title and escrow expenses and the expenses of collection, if any. Broker may cooperate with other brokers, and divide with other brokers such compensation in any manner acceptable to Broker. Principal hereby irrevocably assigns to Broker the above compensation from Principal's funds and proceeds in escrow.

2. ATTORNEY FEES: In any action, proceeding, or arbitration between Principal and Broker(s) arising out of this Agreement, the prevailing party shall be entitled to reasonable attorney fees and costs.

3. DISPUTE RESOLUTION: A. MEDIATION: Principal and Broker agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting transaction, before resorting to arbitration or court action, subject to paragraph 3C below. Mediation fees, if any, shall be divided equally among the parties involved. If any party commences an action based on a dispute or claim to which this paragraph applies, without first attempting to resolve the matter through mediation, then that party shall not be entitled to recover attorney's fees, even if they would otherwise be available to that party in any such action. THIS MEDIATION PROVISION APPLIES WHETHER OR NOT THE ARBITRATION PROVISION IS INITIALED.

B. ARBITRATION OF DISPUTES: Principal and Broker agree that any dispute or claim in law or equity arising between them regarding the obligation to pay compensation under this Agreement, which is not settled through mediation, shall be decided by neutral, binding arbitration, subject to paragraph 3C below. The arbitrator shall be a retired judge or justice, or an attorney with at least five years of residential real estate law experience, unless the parties mutually agree to a different arbitrator, who shall render an award in accordance with substantive California Law. In all other respects, the arbitration shall be conducted in accordance with Part III, Title 9 of the California Code of Civil Procedure. Judgment upon the award of the arbitrator(s) may be entered in any court having jurisdiction. The parties shall have the right to discovery in accordance with Code of Civil Procedure §1283.05.

"NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY."

"WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION TO NEUTRAL ARBITRATION."

Principal's Initials _____ / _____ Broker's Initials _____ / _____

C. EXCLUSIONS FROM MEDIATION AND ARBITRATION: The following matters are excluded from Mediation and Arbitration hereunder: (a) A judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage, or installment land sale contract as defined in Civil Code §2985; (b) An unlawful detainer action; (c) The filing or enforcement of a mechanic's lien; (d) Any matter that is within the jurisdiction of a probate, small claims, or bankruptcy court; and (e) An action for bodily injury or wrongful death, or for latent or patent defects to which Code of Civil Procedure §337.1 or §337.15 applies. The filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a violation of the mediation and arbitration provisions.

4. OTHER TERMS AND CONDITIONS: _____

Principal has read and acknowledges receipt of a copy of this Agreement.

Principal _____ Address _____ Date _____ Phone/Fax/Email _____

Principal _____ Address _____ Date _____ Phone/Fax/Email _____

Real Estate Broker agrees to the foregoing: Broker _____

By _____ Date _____

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Reviewed by _____ Date _____

