



LISTING CONTRACT - EXCLUSIVE AUTHORIZATION TO LEASE

1. **Broker:** COMMERCIAL-INDUSTRIAL REALTY COMPANY (CIR) **BROKER'S DESIGNATED AGENT:** _____

2. The undersigned, hereinafter collectively called **Owner**, hereby grants **COMMERCIAL-INDUSTRIAL REALTY COMPANY (CIR)**, hereinafter called **Broker**, the exclusive
3. right to lease the Property as Owner's agent. Broker will act as Owner's agent (Seller's agent as defined in the Consumer Notice) and engage its efforts to find a lessee
4. for the Property. Owner will refer all inquiries and offers to Broker.

5. 1. **PROPERTY:** Address _____ in the municipality of _____
6. _____ County of _____, Pennsylvania., consisting of (approximate size of
7. property) _____, together with the following improvements _____

8. Optional identifiers: Tax Parcel # _____, Deed Book _____ Page _____, Other _____
9. 2. **LISTPRICE:** \$ _____ per _____, or rental agreed to by Owner for a period of not less than _____
10. and not more than _____ Rental to include: Janitorial Service, Heat, Air Conditioning, Electric, Sewer, Water,
11. Snow Removal, Trash Removal, Real Estate Taxes, Insurance, Plumbing Repairs, Structural Repairs, Roof Repairs, HVAC Repairs,
12. Interior Repairs, Lawn/Grounds Care, Other _____
13. _____
14. _____

15. 3. **LISTING PERIOD:** The duration of this Agreement shall be twelve (12) months from the date signed by Owner. This Agreement may be extended in writing by
16. the parties hereto. After the termination of this Agreement and any extensions, the Broker's authority shall continue as to negotiations pending at time of termination.
17. The Listing Period and any extensions are collectively referred to as the Term in this Agreement. The duration of this Agreement, as set forth above, has been
18. determined as a result of negotiations between Broker and Owner.

19. 4. **BROKER'S FEE:** In exchange for Broker's services, Owner agrees to pay to Broker a lease commission of _____ % of the total aggregate gross rental. This
20. Fee is due and payable at the commencement of the lease term. Broker's Fee is earned if the Property, or any portion of it, is leased during the Term of this Agreement
21. by Broker, Broker's affiliated licensees, any other broker/salesperson, or person, including Owner.

22. **Lease After Term:** Owner will pay Broker's Fee if the property is leased after the expiration of the Term and: a. the terms of the lease were agreed to during the Term; or
23. b. negotiations for the lease were pending at the expiration of the Term; or c. lease occurs within 180 days of the expiration of the Term, and the lessee
24. was shown or negotiated to lease the Property during the Term of this Agreement.

25. **SALE:** If the Property is sold or exchanged during the Term of this Agreement, or within six (6) months following the expiration of the Term, Owner agrees to pay to
26. Broker a commission equal to ten (10%) percent of the purchase price (or, if there is no purchase price, or a nominal purchase price, then ten (10%) percent of the fair market value of
27. the Property), or \$2,000.00, whichever is greater. Without limiting the generality of the foregoing, Broker's Fee is earned if the Property or any interest in it, is sold, conveyed,
28. or exchanged, during the Term of this Agreement or thereafter to any Lessee for which Broker would be entitled to a commission under the "Renewals, etc." paragraph,
29. appearing below in this Paragraph 4, regardless of who negotiated or effectuated the sale.

30. **Lease/Sale Does Not Occur:** Owner will pay Broker's Fee (for lease: lease commission rate stated above applied to the List Price) if Broker, Broker's affiliated
31. licensees, any other broker/salesperson, or person, including Owner procures a ready, willing, and able lessee for the Property. A willing lessee is one who will pay
32. the List Price or more, or one who has submitted an offer at any lease price that has been accepted by Owner. Broker's Fee in the event of lessee/buyer default is
33. 50% of/from lessee's/buyer's deposit monies or such other sums as are deemed to be a liquidated damage due Owner by lessee/buyer. Owner will pay Broker's Fee,
34. based on the lease commission stated above, if the Property is withdrawn from the market, or if Broker's authorization is revoked during the Term hereof or if the
35. Owner otherwise prevents or impairs the performance hereunder by the Broker.

36. **Renewals etc:** If Owner enters into a lease for which Broker is entitled to Broker's Fee, and if said lease is renewed or extended beyond the initial term; or if the
37. premises are expanded resulting in increased rentals; or if the said Lessee remains in possession pursuant to a new or modified lease for any term of time following
38. the initial term, renewal term, or the extended term; or if the said Lessee relocates to another property owned by Owner, Owner's subsidiaries, or in which Owner
39. holds an ownership interest, or whatever nature; Broker shall be entitled to a commission, renewal commission or increased commission, as appropriate, equal to six
40. percent (6%) of the aggregate gross rental for the new term, renewal term, extended term, period of holding over, or increased rental for the expanded premises as
41. the case may be. In the event of a sale or assignment of the Property which includes lessee's demised premises, then at Broker's option, either (i) all commissions not
42. already paid to Broker shall immediately become due and payable; or (ii) Owner will, without being released from Owner's liability hereunder, secure from the
43. purchaser or assignee a written recordable agreement under which the new owner or assignee assumes payment to Broker of all commissions payable hereunder.
44. The Fees due under this provision are payable beyond the Term of this Agreement.

45. **Collection from Lessee:** Owner agrees that if Owner fails to remit to Broker any Fee due under this Agreement or otherwise relating to the Property, which non-
46. payment is not cured with ten (10) days of such non-payment, Broker shall have the right, but not the obligation, to accelerate the payment of all commissions due
47. Broker, and to collect such payment from sums otherwise due to Owner from any lessee or sub-lessee of the Property. Owner agrees that a written statement from
48. Broker exercising its rights pursuant to this paragraph together with Broker's written certification of the amount(s) due from Owner shall be sufficient authority to
49. direct said lessee or sub-lessee to pay directly to Broker any rent or other obligation otherwise due to Owner, to the extent of the Owner's default under the Agreement.
50. Owner further agrees that in the event Broker invokes the provisions of this paragraph, Owner shall hold the lessee or sub-lessee harmless for and to the extent of
51. any payment made by lessee directly to Broker. Owner agrees to include this provision in all leases negotiated for the Property. The amount of the Broker's Fees set
52. forth above have been determined as a result of negotiations between the Broker and the Owner.

53. 5. **DEPOSITS:** All payments made on account of the real estate transaction contemplated by this Agreement, regardless of the form in which said payments are made,
54. whether it be cash, judgment note or other instrument, and regardless of the person designated as payee, shall be retained by the Broker in an escrow account in accordance
55. with the Real Estate Licensing and Registration Act of the Commonwealth of Pennsylvania and Rules and Regulations issued thereunder, and shall be distributed
56. as required thereunder. In the event of a dispute over entitlement to deposit, Broker will maintain the same in an escrow account until a resolution of the dispute by agree-
57. ment or final order of court. 49 Pa. Code §35.333(a)(8). Owner agrees that if Owner joins Broker in a suit over entitlement to deposit, Owner shall pay Broker's costs
58. and fees, including attorney fees. Any uncashed check tendered as deposit may be held pending the acceptance of an offer by Owner.

59. 6. **ATTORNEY'S FEES:** If Broker institutes suit to collect any compensation due hereunder which results in any award or judgement or if Broker successfully defends
60. any action brought against Broker by the Owner arising out of execution of this Agreement or any contract or other transfer relating to the Property, or if Broker elects
61. to pay any disputed deposits or other funds being held by Broker into court, then Owner agrees to pay all costs incurred by Broker in connection with any such action,
62. including Broker's reasonable attorney's fees.

63. 7. **OWNER'S AUTHORITY TO LEASE:** Owner warrants that Owner has good and marketable fee simple title to the Property and/or exclusive options to purchase
64. or other binding agreements of interest in the Property that are in good standing and expire on or after the expiration date set forth in this Agreement. Owner further war-
65. rants that Owner has all necessary power and authority to enter into and perform the terms of the Agreement and hereby agrees to furnish and/or execute documents that
66. reasonably evidence Owner's authority as set forth herein. To the extent that the Property is subject to option(s) to purchase other agreements vesting equitable title in
67. Owner, Owner shall act diligently and in good faith to maintain such agreements in good standing during the term of this Agreement.

68. 8. **INFORMATION/APPROVAL:** Owner agrees to make available to Broker all data, records and documents pertaining to the Property, to allow Broker to show the Property
69. at reasonable times and upon reasonable notice, to execute and deliver any documents reasonably required by Broker to enable Broker to effectuate the Terms of this Agreement,
70. and to commit no acts nor to permit any inaction which would prevent or impair the Broker's performance hereunder. Owner shall, additionally, be responsible for, diligently
71. pursue and pay the expense of satisfying any ordinance and approval requirements necessary to convey, lawfully, the Property, or any portion thereof.

72. 9. **SIGNS/COOPERATION:** Broker is hereby authorized to place "For Rent/Lease" and similar signs on the Property, to remove all other signs therefrom, and in Broker's
73. sole discretion, to advertise and to promote lease of the Property. Owner has been advised of Broker's policies of cooperating with other broker's and agrees that Broker may
74. pay from Broker's Fee a cooperating commission to such other broker who acts as a subagent for Owner, lessee/buyer agent, or transaction licensee for lessee.

75. 10. **HAZARDOUS WASTE:** Owner represents and warrants that Owner has no actual knowledge nor any reason to believe that hazardous waste or contaminants
76. (including asbestos and radon), that might result in liability to an owner of the Property for costs and expenses incurred to remediate such condition, have ever been, or
77. are presently found, or are being disposed of on the Property. Owner agrees not to dispose of any hazardous waste or contaminants on the property during the Term of
78. this Agreement. Owner agrees to assume any and all liability and costs as a result of a breach of this or any other representation and/or warranty and will indemnify
79. Broker against any loss or claims against Broker in connection therewith.

80. 11. **UNDERGROUND STORAGE TANKS:** Owner represents and warrants that all storage tanks located on the Property (if any), whether aboveground or underground,
81. have been reported and registered with the appropriate state and/or local agency and/or department as required by law and have been and are being maintained as required
82. by law. In the event that the Owner has not complied with any applicable statutory provision, Owner hereby agrees to assume any and all liability and costs incurred as a
83. result of a breach or noncompliance with the applicable statute, and to indemnify Broker against any loss or claims against Broker in connection therewith.

84. 12. **ASSIGNS:** This Agreement shall be binding upon the undersigned Owner and Broker, their heirs, executors, administrators, successor and assigns.

85. 13. **JOINT LIABILITY; COPIES:** The Owner, having carefully read and considered the within Agreement, hereby acknowledges receipt of an exact copy of this
86. Agreement. If executed by more than one Owner, the obligations of Owners hereunder shall be joint and several.

87. 14. **AGENCY:** Owner has received and reviewed the Consumer Notice adopted by the State Real Estate Commission at 49 Pa. Code §35.336. The definitions of business
88. relationships and the duties required of licensees as set forth in the Notice are incorporated here as though set forth at length. Broker is acting as Owner's agent as defined
89. in the Consumer Notice (Seller Agent). Broker also represents Lessees. If a lessee represented by Broker entertains the leasing of Owner's property, Broker will act as a
90. dual agent as defined in the Consumer Notice. Owner consents to Broker serving as a dual agent. Broker may, with Owner's consent designate an agent to represent
91. Owner, and with lessee's consent, designate an agent to represent lessee. A Designated Agent is a dual agent when representing both Owner and lessee.

92. 15. **ADDITIONAL TERMS:** Owner has read the Consumer Notice prepared by the Real Estate Commission. The definitions and duties and disclosures set forth in the
93. Notice are incorporated herein by reference. The Civil Rights Notice and the Real Estate Recovery Fund Notice found on the reverse side of this Agreement are an inte-
94. gral part hereof.

95. WITNESS: (OR ATTEST) _____ OWNER(S) _____
96. _____ (Name of Corporation or partnership, if applicable)
97. _____

98. _____ By: _____ (SEAL)
99. _____ Print Name: _____ Title: _____
100. _____ Date: _____

101. _____ By: _____ (SEAL)
102. _____ Print Name: _____ Title: _____
103. _____ Date: _____

104. _____ By: _____ (SEAL)
105. _____ Print Name: _____ Title: _____
106. _____ Date: _____

107. By: _____ DATE _____
108. COMMERCIAL-INDUSTRIAL REALTY COMPANY

CIVIL RIGHTS / FAIR HOUSING: Federal and state laws make it illegal for Seller, Broker, or any other person or entity to use RACE, COLOR, RELIGION or RELIGIOUS CREED, SEX, DISABILITY (physical or mental), FAMILIAL STATUS (children under age 18), AGE (40 or older), NATIONAL ORIGIN, USE OR HANDLING/TRAINING OF SUPPORT OR GUIDE ANIMALS, or the FACT OF RELATIONSHIP OR ASSOCIATION TO AN INDIVIDUAL KNOWN TO HAVE A DISABILITY as reasons for refusing to sell, show, or rent properties, loan money, or set deposit amounts, or as reasons for any decision relating to the sale of property.

REAL ESTATE RECOVERY FUND: A Real Estate Recovery Fund exists to reimburse any person who has obtained a final civil judgement against a Pennsylvania real estate licensee owing to fraud, misrepresentation, or deceit in a real estate transaction and who has been unable to collect the judgment after exhausting all legal and equitable remedies. For complete details about the Fund, call (717) 783-3658. 63 P.S. §608.2(2).

CONFLICT OF INTEREST Should a conflict of interest exist because of Broker's relationship to Buyer, or for other reason, Broker will notify Owner as soon as reasonably possible after such conflict is perceived/identified by Broker.

CONSUMER NOTICE: Seller has read the Consumer Notice as adopted by the State Real Estate Commission at 49 Pa. Code 535.336. The description of licensee duties, definitions, and information/statements contained in the Notice are incorporated here by reference.