



EXCLUSIVE SUBLEASE LISTING AGREEMENT

CBA Text Disclaimer: Text deleted by licensee indicated by strike. New text inserted by licensee indicated by small capital letters.

This Exclusive Sublease Listing Agreement ("Agreement") is made between ____ ("Tenant") and ____ ("Firm"). Subject to the terms and conditions set forth in this Agreement, Tenant hereby grants to Firm the exclusive right to sublease, and to receive deposits in connection therewith, Tenant's leased commercial premises under that certain Lease Agreement ("Master Lease") between Tenant and ____ (insert Landlord), which leased premises are further described in the attached Exhibit A and commonly known as ____, City of ____, ____ County, Washington ("Property").

1. **DEFINITIONS.** As used in this Agreement, (a) "CBA" shall mean the Commercial Brokers Association; (b) "lease" shall mean a lease, sublease, or sale, or entering into a contract to lease, sublease, or sell the Property; (c) "subtenant" shall mean the lessee or tenant leasing or entering into a contract to sublease the Property; and (d) "sell" shall mean a transfer of ownership of the Property for valuable consideration or enter into a contract to sell the Property.

2. **DURATION OF AGREEMENT.** This Agreement shall commence on ____, 20____ and shall expire at 11:59 p.m. on ____, 20____ ("Term").

3. **PRICE AND TERMS.** Tenant agrees to list the Property at a sublease price of \$____ per ____ and shall consider offers that include the following terms:

Term of Sublease: ____

Sublease Terms and Conditions: ____

4. **AGENCY.** Tenant authorizes Firm to appoint ____ as Tenant's Listing Broker. This Agreement creates an agency relationship between Tenant and any of Firm's managing brokers, including Firm's Designated Broker, who supervise Listing Broker ("Supervising Broker") during the Term. No other brokers affiliated with Firm are agents of Tenant.

Tenant acknowledges that it has received from Listing Broker the pamphlet entitled "Real Estate Brokerage in Washington."

5. **LIMITED DUAL AGENCY.**

a. Listing Broker as Limited Dual Agent. If initialed below, Tenant consents to Listing Broker and Supervising Broker acting as limited dual agents in the leasing of the Property to a subtenant that Listing Broker also represents. Landlord acknowledges that, as a limited dual agent, RCW 18.86.060 prohibits Listing Broker from advocating terms favorable to Tenant to the detriment of subtenant and further limits Listing Broker's representation of Tenant.

Tenant's Initials Date Tenant's Initials Date

b. Firm Limited Dual Agency. If the Property is rented to a subtenant represented by one of Firm's brokers other than Listing Broker ("Subtenant's Broker"), Tenant consents to any Supervising Broker, who also supervises Tenant's Broker, acting as a limited dual agent.

If any of Firm's brokers act as a limited dual agent, Firm shall be entitled to the compensation payable under this Agreement plus any compensation Firm may have negotiated with the subtenant.

6. **TENANT'S REPRESENTATIONS AND WARRANTIES; PROPERTY OWNERSHIP AND INFORMATION.** Tenant represents and warrants that Tenant has the right and authority, pursuant to the Master Lease and as may be otherwise required, to sublease the Property and all portions thereof on the terms set forth in this Agreement, and



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that the Property is free and clear of any encumbrances which would interfere therewith. Tenant also represents and warrants that the information provided by Tenant in connection with listing the Property under this Agreement ("Property Information") is true and correct. Tenant understands that Firm and other members of CBA will make (and cause to be made) representations to prospective sublessees based solely on the Property Information and agrees to indemnify and hold Firm and other members of CBA harmless in the event the foregoing representations and warranties are incorrect, and in the event Tenant fails to promptly make such representation or warranty correct during the Term of this Agreement

7. **COMPENSATION.** Firm shall be entitled to compensation if: (a) Firm leases the Property or procures a subtenant for the Property upon the terms of this Agreement, or upon other terms acceptable to Tenant; (b) Tenant leases the Property directly or indirectly or through any person or entity other than Firm during the Term of this Agreement; (c) Tenant leases the Property within six months after the expiration or sooner termination of this Agreement to a person or entity that: (i) submitted an offer to lease the Property during the term of this Agreement, or (ii) that appears on any registration list provided by Firm pursuant to this Agreement, or (iii) an "Affiliate" (as such term is defined below) of such a person or entity that submitted an offer or that appears on the registration list; (d) the Property is made untenable by Tenant's voluntary or negligent act or voluntary or negligent failure to act; or (e) Tenant terminates this Agreement except as permitted herein, or otherwise takes any action in violation of this Agreement that prevents Firm from leasing the Property. "Affiliate" means, with respect to any person or entity that submitted an offer for lease during the Term of this Agreement or that appears on the registration list, a person or entity which owns or controls more than a 10% ownership or voting interest in such offering entity.

Firm shall submit any registration list to Tenant within fifteen (15) days after the expiration or sooner termination of this Agreement and shall only include on the registration list persons or entities to whose attention the Property was brought through the signs, advertising or other action of Firm, or who received information secured directly or indirectly from or through Firm during the Term of this Agreement. Tenant shall provide the registration list to any other brokers that assist the Tenant with this Property.

Tenant shall pay compensation as follows:

a. Firm Compensation:

\$ _____

_____ % of the gross rent for the first _____ months in which rent is to be paid; plus

_____ % of the gross rent for the next _____ months in which rent is to be paid; plus

_____ % of the gross rent for the next _____ months in which rent is to be paid

\$ _____ per square foot per year of the Property for the first _____ years of a lease agreement for a Property; plus

\$ _____ per square foot per year of the Property for the next _____ years of a lease agreement for a Property; plus

\$ _____ per square foot per year of the Property for the next _____ years of a lease agreement for a Property

Other _____



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Notwithstanding anything to the contrary contained in this Agreement, Firm shall not be entitled to a commission for procuring a buyer for the sale of, or selling, the Property.

- b. Tenant Brokerage Firm Compensation: _____ to cooperating broker representing the subtenant ("Subtenant Brokerage Firm") ("Subtenant Brokerage Firm Compensation"), which includes another broker affiliated with Firm who represents the subtenant. Subtenant Brokerage Firm Compensation shall be paid as set forth above unless modified by the subtenant and Subtenant Brokerage Firm in a mutually accepted lease. Subtenant Brokerage Firm is an intended third-party beneficiary of this Agreement.

Any compensation due under this Agreement that is not timely paid shall accrue interest at _____% per annum.

Landlord consents to Firm receiving compensation from more than one party and to sharing compensation between firms, provided that any terms and amounts offered to or by Firm are disclosed as required by RCW 18.86.030.

Landlord acknowledges that offering compensation to Subtenant Brokerage Firm is not required.

- 8. CBA MULTIPLE LISTING; DISCLAIMER OF LIABILITY.** Firm shall cause this listing to be published by the Commercial Brokers Association ("CBA") for distribution to all CBA members through CBA's listing distribution systems. Firm shall use commercially reasonable efforts to cooperate with all other members of CBA in working toward the lease of the Property. Tenant understands and agrees that all Property information contained in this Agreement or otherwise given to CBA becomes the property of CBA, is not confidential, and will be given to third parties, including prospective subtenants and other cooperating members of CBA who do not represent the Tenant and, in some instances, may represent the subtenant or other interested parties. It is understood that CBA is not a party to this Agreement, that its sole function is to furnish the descriptive information set forth in the listing to its members, without duty of investigation or verification and without assuming any responsibility for such information, or dissemination thereof.
- 9. ATTORNEY'S FEES.** In the event either party employs an attorney to enforce any terms of this Agreement and is successful, the other party agrees to pay reasonable attorneys' fees and any costs and expenses incurred as a result of such enforcement. In the event of trial, venue shall be in the county in which the Property is located, and the amount of the attorney's fee shall be as fixed by the court.
- 10. ADDITIONAL TERMS.** In addition to the Property Information provided as part of this Agreement and Exhibit A (Property description), the following amendments or addenda (which are also attached hereto) are part of this Agreement: _____.



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TENANT

Tenant/Authorized Signature

Name: _____
Title _____
Date _____

Tenant/Authorized Signature

Name: _____
Title _____
Date _____

FIRM

_____, Firm (Company)
(Office)

By _____
(Authorized Representative)

Date: _____

DRAFT



EXCLUSIVE SUBLEASE LISTING AGREEMENT

EXHIBIT A

(Property Description)

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