



**EXCLUSIVE AUTHORIZATION TO LEASE PROPERTY**

Prepared by: Agent \_\_\_\_\_  
Broker \_\_\_\_\_

Phone \_\_\_\_\_  
Email \_\_\_\_\_

**NOTE:** This form is by a leasing agent when employed by a landlord as their sole agent to solicit prospective tenants and negotiate a lease of a specific property for a fixed period of time.

**DATE:** \_\_\_\_\_, 20\_\_\_\_\_, at \_\_\_\_\_, California.  
*Items left blank or unchecked are not applicable.*

**1. RETAINER PERIOD:**

- 1.1 Landlord hereby retains and grants to Broker the exclusive and irrevocable right to solicit prospective tenants and negotiate for the lease of the property for the period beginning on \_\_\_\_\_, 20 \_\_\_\_\_ and terminating on \_\_\_\_\_, 20 \_\_\_\_\_.
- 1.2 Broker to use diligence in the performance of this agreement.

**2. ADDENDUMS to this agreement include:**

- a.  Title Report, or  Title Policy
- b.  Work Authorization [See **ft** Form 108]
- c.  Occupant's Operating Expense Profile [See **ft** Form 562]
- d.  Criminal Activity and Security Disclosure Statement [See **ft** Form 321]
- e.  Lead-Based Paint Disclosure [See **ft** Form 557]  
(Mandated for one-to-four residential units constructed before 1978.)
- f.  \_\_\_\_\_
- g.  \_\_\_\_\_

**3. BROKERAGE FEE:**

**NOTICE: The amount or rate of real estate fees is not fixed by law. They are set by each Broker individually and may be negotiable between the Client and Broker.**

- 3.1 Landlord agrees to pay Broker  see attached fee schedule [See **ft** Form 113], or \_\_\_\_\_ as compensation for services rendered, IF:
  - a. Anyone procures a tenant on the terms stated in this agreement, or any other terms acceptable to Landlord, during the period of this agreement.
  - b. The property is withdrawn from the rental market or made unmarketable by Landlord during the period of this agreement.
  - c. The Landlord terminates this employment of the Broker during the period of this agreement.
  - d. Within one year after termination of this agreement, Landlord or their agent commences negotiations which later result in a transaction contemplated by this agreement with a tenant with whom Broker, or a cooperating broker, negotiated during the period of this agreement. Broker to identify prospective tenants by written notice to the Landlord within 21 days after termination of this agreement. [See **ft** Form 122]
- 3.2 If this agreement terminates without Landlord becoming obligated to pay Broker a fee, Landlord to pay Broker the sum of \$\_\_\_\_\_ per hour of time accounted for by Broker, not to exceed \$\_\_\_\_\_.
- 3.3 If Broker procures a tenant who purchases the property during the term of Tenant's lease or any modification, extension or renewal of the lease or other continuing occupancy of leased property, Landlord agrees to pay Broker a fee of see attached fee schedule [See **ft** Form 113], or \_\_\_\_\_.

**4. GENERAL PROVISIONS:**

- 4.1 If Landlord's intended lease period exceeds one year, Landlord acknowledges receipt of the Agency Law Disclosure. [See **ft** Form 305]
- 4.2 Broker is authorized to place a For Lease sign on the property and publish and disseminate property information to meet the objectives of this employment.
- 4.3 Landlord authorizes Broker to cooperate with other agents and divide with them any compensation due.
- 4.4 Broker is authorized to receive, on behalf of any tenant, an offer and deposit.
- 4.5 The Landlord's acceptance of any tenant's offer to lease to be contingent on approval of the tenant's creditworthiness and management capabilities.

- 4.6 Broker may have or will contract to represent Owners of comparable properties or represent Tenants seeking comparable properties during the retainer period. Thus, a conflict of interest exists to the extent Broker's time is required to fulfill the fiduciary duty owed to others he now does or will represent.
- 4.7 Before any party to this agreement files an action on a dispute arising out of this agreement which remains unresolved after 30 days of informal negotiations, the parties agree to enter into non-binding mediation administered by a neutral dispute resolution organization and undertake a good faith effort during mediation to settle the dispute.
- 4.8 The prevailing party in any action on a dispute shall be entitled to attorney fees and costs, unless they file an action without first offering to enter into mediation to resolve the dispute.
- 4.9 This agreement will be governed by California law.

**5. REAL ESTATE:**

- 5.1 Type \_\_\_\_\_  
Address \_\_\_\_\_  
Referred to as \_\_\_\_\_  
\_\_\_\_\_  
Vesting \_\_\_\_\_
- 5.2 Encumbrances of record:
  - a. A first loan in the amount of \$\_\_\_\_\_, payable \$\_\_\_\_\_ per month until paid, including interest at \_\_\_\_\_%, ARM, type \_\_\_\_\_, impounds being \$\_\_\_\_\_ monthly.  
Lender \_\_\_\_\_
  - b. A second loan in the amount of \$\_\_\_\_\_, payable \$\_\_\_\_\_ per month, including interest at \_\_\_\_\_%, due \_\_\_\_\_, 20\_\_\_\_\_.  
Lender \_\_\_\_\_
  - c. Other encumbrance, bond, assessment or lien in the amount of \$\_\_\_\_\_.
  - d. Any defaults \_\_\_\_\_

**6. PERSONAL PROPERTY INCLUDED:**

- 6.1 Referred to as \_\_\_\_\_  
\_\_\_\_\_.

**7. CONDITION OF TITLE:**

- 7.1 Landlord's interest in the property is:
  - a.  Fee simple
  - b.  Leasehold
  - c.  \_\_\_\_\_
- 7.2 Landlord warrants there are no unsatisfied judgments or actions pending against him, no condemnation/eminent domain proceedings or other actions against the property, and no unrecorded deeds or encumbrances against the property.

**8. LEASE TERMS:**

- 8.1 The lease term sought is for a period of \_\_\_\_\_
- 8.2 Occupancy to be available \_\_\_\_\_, 20\_\_\_\_\_.
- 8.3 Initial rent shall be \$\_\_\_\_\_, payable on the \_\_\_\_\_ day of each month, with annual adjustments based on \_\_\_\_\_.
- 8.4 A total deposit of \$\_\_\_\_\_, being \$\_\_\_\_\_ advance rents and \$\_\_\_\_\_ security deposit.
- 8.5 A late charge of \$\_\_\_\_\_ to be incurred \_\_\_\_\_ days after the rent is due, plus interest at \_\_\_\_\_% per annum beginning from the due date for the delinquent rent.
- 8.6 Tenant to pay for and maintain:
  - a.  Water
  - b.  Gas
  - c.  Electricity
  - d.  Heat/Air Conditioning
  - e.  Public liability insurance
  - f.  Property damage insurance
  - g.  Plate glass insurance
  - h.  \_\_\_\_\_

- 8.7 Landlord to maintain \_\_\_\_\_
- 8.8 Tenant may not assign, lease or sublet any portion of the property without written consent of the Landlord.
- 8.9 The lease form sought to be used by Landlord is form # \_\_\_\_\_ published or drafted by \_\_\_\_\_.
- 8.10 Other terms \_\_\_\_\_

**I agree to render services on the terms stated above.**

Date: \_\_\_\_\_, 20\_\_\_\_

Broker's Name: \_\_\_\_\_

Broker's CalBRE #: \_\_\_\_\_

Agent's Name: \_\_\_\_\_

Agent's CalBRE #: \_\_\_\_\_

Signature: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Cell: \_\_\_\_\_

Email: \_\_\_\_\_

**I agree to employ Broker on the terms stated above.**

See attached Signature Page Addendum. [ft Form 251]

Date: \_\_\_\_\_, 20\_\_\_\_

Landlord: \_\_\_\_\_

Signature: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Cell: \_\_\_\_\_

Email: \_\_\_\_\_