MISTER NEW YORK REAL ESTATE

Exclusive Right to Lease Agreement

Commercial Property · Owner / Landlord

Important: This is a legally binding agreement. Read it carefully. You may wish to have your attorney review it before signing. Commission rates and terms are not set by law and are negotiable.

1. Parties

This Agreement is made on _____, 20_____ between _____ ("Owner"), whose address is _____, and **Bradley Poster, Licensed Real Estate Broker, d/b/a Mister New York Real Estate** ("Broker"), 516-451-1776, info@misternewyork.com, broker office address _____.

2. Property

Owner gives Broker the exclusive right to lease the commercial space at _____ (the "Property"), described as: [ ] Retail [ ] Office [ ] Industrial/Warehouse [ ] Restaurant [ ] Mixed-use [ ] Land [ ] Other _____; approx. _____ sq. ft.; unit/floor _____.

3. Term

This Agreement begins on _____ and ends at 11:59 p.m. on _____ (the "Term").

4. Asking Terms

Asking rent: $_____ per [ ] month [ ] year [ ] sq. ft. per year; lease type [ ] Gross [ ] Modified gross [ ] Net/NNN; desired lease length _____; available on _____. Owner may accept other terms in Owner's sole discretion.

5. Broker's Services

Broker will use reasonable efforts to lease the Property, including: advising on asking rent based on market information; marketing the Property online and through Broker's network, including photos, listing sites and, if Owner allows, signage ([ ] signage allowed); arranging showings by appointment; presenting all offers and letters of intent; negotiating business terms on Owner's behalf; and keeping Owner updated until the lease is signed. Owner's attorney prepares and reviews the lease.

6. Commission

Owner will pay Broker a commission of _____% of the total base rent for the initial lease term, [ ] or $_____ flat fee, [ ] or _____, if during the Term the Property is leased to anyone, whether found by Broker, Owner, or anyone else. The commission is payable: _____% when the lease is fully signed and _____% when the tenant takes possession, unless otherwise stated here: _____.

Renewals, extensions and expansions: [ ] Commission of _____% of base rent for the added term or space [ ] No commission.

If the Property is sold to a tenant introduced by Broker during the Term, Owner will pay Broker _____% of the sale price at closing.

7. Protection Period

If within _____ days after the Term ends the Property is leased or sold to anyone who was introduced to the Property, or negotiated for it, during the Term, the commission above is due. Broker will give Owner a written list of

those people within 10 days after the Term ends. This does not apply if Owner has signed an exclusive agreement with another licensed broker after the Term.

8. Owner's Duties

Owner will refer all inquiries to Broker; give Broker reasonable access to show the Property; provide accurate information about the space, rent, expenses, zoning and permitted uses; and confirm that Owner has authority to lease the Property.

9. Cooperation with Other Brokers

Broker may work with other licensed brokers. Any commission due to a cooperating broker will be paid by Broker out of the commission in this Agreement, unless Owner agrees otherwise in writing.

10. Agency and Dual Agency

Broker represents Owner in this transaction. Broker will not act as agent for the other party in the same transaction (dual agency) unless Owner gives informed written consent. Owner consents to dual agency: [ ] Yes [ ] No Initials _____

11. Equal Opportunity

Broker and Owner will comply with all federal, New York State and local anti-discrimination laws. Broker will not take part in any discrimination based on any characteristic protected by law.

12. Information Provided

Owner confirms that information given to Broker is true to the best of Owner's knowledge, and will tell Broker promptly of any changes. Broker may rely on that information. Broker does not give legal, tax, engineering, environmental or appraisal advice; Owner should consult the appropriate professionals.

13. General

This is the entire agreement between the parties and may only be changed in writing signed by both. It is governed by the laws of the State of New York. If any part is found unenforceable, the rest remains in effect. Signatures delivered electronically or by PDF are valid. Broker will give Owner a copy of this Agreement once signed.

14. Additional Terms

_____

_____

_____

OWNER

_____

Signature

_____

Print name and title (if signing for a company)

_____

Company name (if any)

_____

Date

BROKER

_____

Bradley Poster, Licensed Real Estate Broker
Mister New York Real Estate

_____

Date
516-451-1776 · info@misternewyork.com · misternewyork.com

Sample agreement provided by Mister New York Real Estate. It is not legal advice. Have your attorney review it before signing. Form version 11/2026.