



THIS AGREEMENT is entered into by and between Utah Key Real Estate (the "company"), and _____ (the "Tenant").

1. TERM OF LISTING. The tenant hereby grants the Company, including _____ (the "Tenants Agent") as the authorized agent of the Company, for the period starting on the date of execution of this Listing Agreement, and ending at 5:00 P.M. on the _____ day of _____, (the "Listing Period"), the Exclusive Right to negotiate a lease or sublease that certain real property occupied by the tenant, described as _____ (the "Property")_, under the following prices and terms: _____, or at other

such other price and terms to which the tenant may agree in writing. The Tenant's Agent agrees to use reasonable efforts to find a tenant(s) for the Property.

2. BROKERAGE FEE. If during the Listing Period, the Company, The Tenant's Agent, the Tenant, another real estate agent, or anyone else locates a party who is ready, willing and able to lease or sublease the Property, or any part thereof, at the listed price and terms stated above, or any other price and terms to which the Tenant may agree in writing, the Tenant agrees to pay the company a brokerage fee ☐ in the amount of \$_____ per lease ☐ % of the total lease amount ☐ in accordance with the attached Broker's Schedule of Lease Commissions. The brokerage fee, unless otherwise agreed in writing by the Tenant and the Company, shall be due and payable on the date a Lessee is procured for the Property or any portion thereof. If a ready, willing, and able Lessee is located as provided in this section above, and the Tenant refuses to contract, the Tenant shall be obligated to immediately pay to the Company the brokerage fee listed above. The company is authorized to share the brokerage fee with another brokerage participating in any transaction arising out of this Listing Agreement.

3. PROTECTION PERIOD. If within 12 months after the termination or expiration of this Listing Agreement, the Property, or a portion thereof is leased or subleased by any party to whom the Property was offered or shown by the Company, the Tenant's Agent, the tenant, or another real estate agent, or any other party during the Listing Period, the Tenant agrees to pay to the Company the brokerage fee stated in Section 2. Tenant's Agent agrees to submit a list of such persons or entities to Tenant no later than 30 days following the expiration of the term of this Listing Agreement, provided however, if a written offer has been submitted it shall not be necessary to include the offeror's name on the list.

4. TENANT WARRANTIES/DISCLOSURES: The Tenant warrants tot he company that the individual(s)/entity listed above as the "Tenant" represent all of the record tenants of the property. The Tenant warrants that it has the established right to lease the Property. The Tenant agrees to execute the necessary documents to lease the Property. The Tenant agrees to indemnify and hold harmless the Tenant's Agent and the Company agains and claims, costs or expenses, litigation and/or judgments which may arise from: (i) the Tenant providing incorrect or inaccurate information regarding the property; (ii) the Tenant's failure to disclose to the Company and/or Lessee material information regarding the Property, including, but not limited to, the presence and location or asbestos, PCB transformers, petroleum products, other toxic, hazardous or contaminated substances, underground storage tanks in, on or about the property, the condition or included appliances, heating, plumbing, and electrical fixtures and equipment, water and sewer, or the location of property lines or square footage; or (iii) any injuries resulting from any unsafe conditions within the Property.

5. _____ Tenants Initials. AGENCY RELATIONSHIP. by signing this listing Agreement, the Tenant agrees that only the Tenant's Agent and the Principal/Branch Broker within the Company will represent the tenant. The Tenant is advised that the Tenant is not Required to accept a limited agency situation in the Company. However, it is the business practice of the Company to participate in "in-House" leases. In the even the Company represents both the Lessee and the Lessor in the same transaction, Tenant agrees that the Tenant's Agent and the Principal/Branch Broker are authorized to represent both the tenant and the Lessee as Limited Agents. Further, Tenant authorizes the Tenant's Agent to exclusively represent the Tenant, another agent in the Company to represent that Lessee and the Principal/Branch Broker to act as the Limited Agent.

6. REFER ALL INQUIRIES: Tenant agrees to immediately refer to Tenant's Agent all inquiries of anyone interest in the Property. All negotiations shall be conducted through the Tenant's Agent.

7. TENANT AUTHORIZATIONS: Tenant's Agent is authorized to accept a deposit from any prospective tenant and is instructed to hold such deposit, unchained, until the lease agreement is authorized by Tenant, at which time said deposit shall be forwarded to Tenant. Company is further authorized to advertise the Property and place a "For Lease" sign or signs on the Property if, in Broker's opinion, such would facilitate the leasing of the Property. Tenant's agent is authorized to make copies of keys as necessary to provide access to prospective Lessees.

8. EQUAL OPPORTUNITY. This property is offered in compliance with federal, sate, and local anti-discrimination laws.

9. ATTORNEY'S FEES. In any action, proceeding or arbitration arising out of this agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs.

10. ENTIRE AGREEMENT. The Tenant and Company intend that this Agreement constitutes the complete and exclusive statement of its terms and that no extrinsic evidence whatsoever may be introduced in any judicial proceeding, if any, involving this agreement. This agreement shall be binding upon and insure to the benefit of the heirs, successors and assignees of the parties.

Tenant agrees to and acknowledges receipt of a copy of this Agreement and any attached Schedule of Commissions, each of which the Tenant has read, fully understand and has executed.

Utah Key Real Estate, by

Tenant

Tenant's Agent

Date

Signature

Date