



STATE OF FLORIDA  
**DEPARTMENT OF MANAGEMENT SERVICES**  
**COMMISSION AGREEMENT**

**REPRESENTATION OF THE STATE OF FLORIDA AND ITS RESPECTIVE AGENCIES**

Agreement ("Agreement") is entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between ("Owner") and The State of Florida ("Tenant"), and \_\_\_\_\_ (Broker).

***The following provisions are true and correct and are the basis for this Agreement:***

- A. Owner has legal title to a property located at \_\_\_\_\_, in \_\_\_\_\_ County, Florida on which tract is an office building/project commonly known as \_\_\_\_\_ (the "Building"), and which is further described as, or a portion of, Property Appraisers Parcel Number: \_\_\_\_\_
- B. Broker has presented the office space needs of Tenant to Owner and has and will render services in connection with the leasing of office space to the Tenant.
- C. Should a Lease (herein so called) be consummated, Owner has agreed to pay The State of Florida a real estate commission in consideration for services rendered and to be rendered in consummating a Lease pursuant to the terms and conditions set forth herein.
- D. Owner understands and agrees that Broker is serving solely as a representative of Tenants' interest. Likewise, Owner acknowledges that the applicable fee structure(s) defined below, as mutually agreed between Owner, Broker and Tenant, will be (has been) considered and included within the Owner's proposal for lease.

**NOW THEREFORE**, in consideration of the mutual promises set forth herein and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

- 1. **AGREEMENT TO PAY COMMISSION.** Owner hereby agrees to pay a real estate commission to Tenant in a sum equal to four percent (4%) of the total Gross Rentals to be paid to Owner over the term of the lease (with no offset). Should a lease term be for a period greater than ten years, Owner will pay only two percent (2%) of the total Gross Rentals to be paid to Owner for the period exceeding the 120<sup>th</sup> month of rental payments. The commission on any expansion shall be equal to four percent (4%) of the total additional Gross Rents added to, or above the total rents of the original lease, if the tenant broker is involved. The commission on any renewal shall be 2% of Total Gross Rentals.
- 2. **PAYMENT OF COMMISSION.** The commission shall be due and payable to Tenant in cash (i) one half (1/2) at the time the Lease is signed and (ii) the balance on the earlier to occur of (a) the first day that Tenant occupies all or any portion of the space covered by the Lease, or (b) commencement of the term under the Lease. If Tenant's space is expanded or if the Lease is renewed, the commission in relation to such renewal or expansion will be due and payable in full at the time an modification or renewal notice covering the expansion or renewal is executed by Owner and Tenant, if Tenant Broker is involved. Tenant hereby agrees to pay to Broker said commissions based on a separate agreement between Tenant and Broker.
- 3. **SUCCESSORS AND ASSIGNS.** The obligation to pay and the right to receive any of the commissions described above shall inure to the benefit and obligation of the respective heirs, successors and/or assigns of Owner or Broker. In the event of a sale or an assignment of the Property which includes Tenant's demised premises, Owner agrees to secure from the purchaser or assignee a written recordable agreement under which the new owner or assignee assumes payment to Tenant of all commissions payable hereunder.
- 4. **REPRESENTATION OF TENANT.** Although Owner will pay the commission to Tenant, who will in turn pay Broker, Broker **will not** be representing Landlord in the contemplated lease transaction. Broker will be representing **only Tenant** in such transaction. Landlord acknowledges and agrees that it is responsible for any commissions due any other broker with respect to this transaction

**DMS COMMISSION AGREEMENT**

**BROKER'S NAME:** \_\_\_\_\_

- 5. Owner agrees to disclose to Broker and to Tenant any and all information which Owner has regarding the condition of the property including, but not limited, to structural, mechanical and soil conditions, the presence of and location of asbestos, PCB transformers, other toxic, hazardous or contaminated substances, and underground storage tanks in, on, or about the Property. Broker is authorized to disclose any such information to Tenant.
- 6. Each signatory to this Agreement represents and warrants that it has full authority to sign this Agreement on behalf of the party for whom he signs and that this Agreement binds such party.
- 7. This agreement constitutes the entire Agreement between Owner and Tenant and Broker and supersedes all prior discussions, negotiations, and agreements, whether oral or written. No amendment, alteration, cancellation or withdrawal of this Agreement shall be valid or binding unless made in writing and signed by both Owner and Tenant and Broker. This Agreement shall be binding upon, and shall benefit, the heirs, successors and assignees of the parties.

**8. NOTICES:**

To Broker: \_\_\_\_\_

To Owner: \_\_\_\_\_

To Tenant: \_\_\_\_\_

**9. LEGAL DESCRIPTION** *(if not attached as Exhibit "A")*

**AGREED AND ACCEPTED** this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

<b>TENANT AGENCY:</b>	<b>OWNER:</b>	<b>BROKER:</b>
(x) _____	(x) _____	(x) _____
By _____ Print or Typewritten	By _____ Print or Typewritten	By _____ Print or Typewritten
_____ Title	_____ Title	_____ Title