

# LEASING COMMISSION CONFIRMATION AGREEMENT

(to be used with Lease Agreement for Residential Property)



2020 Printing

For and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, this Leasing Commission Confirmation Agreement ("Agreement") is entered into this date of \_\_\_\_\_ by and between \_\_\_\_\_ ("Listing Broker") and \_\_\_\_\_ ("Leasing Broker").

1. Leasing Broker is working with the following prospect who is pursuing the lease of real property:

\_\_\_\_\_  
\_\_\_\_\_  
("Prospect")

2. Listing Broker is listing real property at the following address for rent:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
("Property")

3. Listing Broker hereby confirms that upon the lease of the Property to a tenant for a term of at least \_\_\_\_\_ days, Listing Broker shall be paid a leasing commission from the owner of the Property or the owner's authorized agent (hereinafter "Owner") in the following amount:

\_\_\_\_\_  
("Commission")

4. In the event Prospect leases the Property, Listing Broker agrees to share the Commission with Leasing Broker by paying Leasing Broker a commission equal to: \_\_\_\_\_  
("Leasing Commission")

5. The Leasing Commission shall be paid by Listing Broker no later than at the time the Prospect enters into an agreement to lease the Property, takes possession of the property and pays Owner the security deposit (if one is required under the lease) and the first and/or last month's rent on the Property.

6. Listing Broker shall have no obligation to pay Leasing Broker the full Commission referenced herein unless Listing Broker is paid the full Commission referenced herein. If Listing Broker is paid less than its full Commission in a transaction in which Listing Broker has not agreed to reduce its Commission, then Listing Broker and Leasing Broker each be paid their pro rata portion of the Commission actually paid by the Owner to the Listing Broker. In such event, Leasing Broker is hereby assigned the Listing Broker's claim for the unpaid portion of the Leasing Commission so that Leasing Broker may pursue the Owner for such commission.

7. If Listing Broker agrees to reduce the Commission with the Owner and the written consent of the Leasing Broker to the reduction has not been obtained, then the amount of the Commission reduction shall be deducted solely from the Listing Broker's share of the Commission and Leasing Broker shall be paid the full Leasing Commission referenced herein.

8. Notwithstanding the above, signing this Agreement shall not, unless otherwise specifically provided for herein, waive or limit the right of the Listing Broker or the Leasing Broker to challenge after a lease has been entered into, either the entitlement to, or the amount of any Leasing Commission paid hereunder, or to assert any claim or seek arbitration regarding the same.

9. This Agreement shall control over and supersede any previous agreements entered into by the Listing Broker and Leasing Broker relating to the payment of a Leasing Commission to the Leasing Broker in this lease transaction.

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**SPECIAL STIPULATIONS:** The following Special Stipulations, if conflicting with any preceding paragraph or exhibit or addendum hereto shall control:

**Additional Special Stipulations are attached.**

\_\_\_\_\_  
Leasing Brokerage Firm

\_\_\_\_\_  
Listing Brokerage Firm

\_\_\_\_\_  
**Broker/Affiliated Licensee Signature**      Date

\_\_\_\_\_  
**Broker/Affiliated Licensee Signature**      Date

\_\_\_\_\_  
Broker's Phone#

\_\_\_\_\_  
Broker's Phone#

\_\_\_\_\_  
Broker's FAX#

\_\_\_\_\_  
Broker's FAX#

\_\_\_\_\_  
REALTOR® Membership

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