

SAMPLE FEE CLAUSES

for use with the PAR Commercial Listing Contract

Recommended and approved for, but not restricted to use by, the members of the Pennsylvania Association of REALTORS® (PAR)

These clauses provide sample language for specific payment conditions and do not cover the many options for payment that may be incorporated into a commercial listing contract. These clauses are recommended, but not required, for use with the PAR Commercial Listing Contract. If modifying these clauses, or using other clauses entirely, seek the advice of legal counsel.

SALE

1. **Outright Sale of Property (Including Personal Property):** _____ of/from the gross sales price of real property, PLUS _____ of/from the gross sales price of personal property.
2. **Outright Sale of Land or Land with a Build to Suit Sale Contract:** _____ of/from the gross sales price of the land, PLUS _____ of/from the gross cost of the improvements provided to the Property, upon issuance of the occupancy permit of the completion of the improvements as agreed to before, during, or within one year of the construction phase of the project.
3. **Ground Lease with a Build to Suit, Purchase of Improvements:** _____ of/from the gross ground rents over the life of the lease, PLUS _____ of/from the gross cost of the improvements provided to the Property, upon issuance of the occupancy permit or the completion of the improvements as agreed before, during, or within one year of the construction phase of the project.
4. **Purchase Options as a Part of a Lease:** _____ of/from the gross sales price stated in the option or as later agreed upon by all parties. Broker's Fee paid on the lump sum of the initial lease term shall be prorated as of the date of closing and deducted from Broker's Fee due on the exercise of the purchase option.
5. **Exchanges:** _____ of/from the market value of the listed property being exchanged by Owner. Broker is also entitled to a fee of _____ of/from the market value of the exchange property used to effect the exchange if Broker played any role in acquiring, locating, or identifying the exchange property or suggested and facilitated the use of the 1031 tax deferred exchange mechanism of the transaction.
6. **Flat Fee:** _____
7. **Hourly Fee:** _____ per hour.

LEASE

1. **Lease Fee Paid at Execution of Lease:** _____ of/from all rent to be collected from tenant. This fee will be paid in full upon the execution of a lease by Owner and tenant. The fee for any options, renewals, extensions, expansions, or any other continued tenancy will be paid in full at the beginning of such option, renewal, extension, expansion, or any other continued tenancy.
2. **Lease Fee Paid at Over Time:** _____ of/from all monies collected from tenant over the term of the lease, including, but not limited to, lease payments, late fees, taxes, insurance, return check charges, and common area fees. The fee shall be paid within ten days of the receipt of each Lease Payment by Owner during the base term and any option, renewals, extensions, expansions, or any other continued tenancy.
3. **Fee Schedule:** Per the commission schedule attached.
4. **Flat Fee:** _____
5. **Hourly Fee:** _____ per hour.

OPTIONS

1. _____ of/from any options fees shall be paid to Broker at the time such monies are paid to Owner.
2. _____ of/from any options payments retained by Owner and not credited to purchase price or lease payment or of/from any options payments retained by Owner if the sale or lease is not consummated.