



If this box is checked, notwithstanding the foregoing, in the event that there is no cooperating agent involved in a lease transaction, the leasing fee stated in (a) above shall be adjusted to \_\_\_\_\_ percent (\_\_\_\_\_% ) of the total rent for the first \_\_\_\_\_ months in which rent is to be paid, plus \_\_\_\_\_ percent (\_\_\_\_\_% ) of the total rent for the remainder of the term or \$ \_\_\_\_\_ (flat fee), or, if Firm elects in writing to have (b) above apply, the greater of \_\_\_\_\_ percent (\_\_\_\_\_% ) of all rent collected from Tenant or \$ \_\_\_\_\_ per collection period.

All fees paid shall be leasing fees only and shall not be considered compensation for or an obligation to manage or sell the Property.

**2. SALE PROTECTION PROVISION (use of this provision requires Form 520, "Working with Real Estate Agents").** In the event that the Property is sold to Tenant within \_\_\_\_\_ year(s) of the date of this Agreement, then it is acknowledged that a commission shall be nonetheless earned upon execution of such sale agreement and payable at closing. The parties agree that the commission payable shall be \_\_\_\_\_ or \_\_\_\_\_ percent (\_\_\_\_\_% ) of the gross sales price. Gross sales price includes all consideration received or receivable by Landlord/Seller, in whatever form, including the assumption or release of existing liabilities. Seller shall pay the fee upon delivery of the deed or other evidence of transfer of title or interest; provided, however, if the transaction involves an installment contract, then Seller shall pay the fee upon the signing of such installment contract.

**THE AGENT SHALL CONDUCT ALL BROKERAGE ACTIVITIES IN REGARD TO THIS AGREEMENT WITHOUT RESPECT TO THE RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN, HANDICAP OR FAMILIAL STATUS OF ANY PARTY OR PROSPECTIVE PARTY TO THE AGREEMENT.**

THE NORTH CAROLINA ASSOCIATION OF REALTORS<sup>®</sup>, INC. MAKES NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION.

**LANDLORD:**

**Individual**

\_\_\_\_\_  
(SEAL)

Date: \_\_\_\_\_

\_\_\_\_\_  
(SEAL)

Date: \_\_\_\_\_

**Business Entity**

\_\_\_\_\_  
(Name of Entity)

By: \_\_\_\_\_ (SEAL)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-mail: \_\_\_\_\_

**FIRM:**

\_\_\_\_\_  
(Name of Firm)

By: \_\_\_\_\_ (SEAL)

Name: \_\_\_\_\_

Individual license #: \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-mail: \_\_\_\_\_