

2014

GET STARTED LEASING PACKET

Presented by:
FASS Real Estate Services

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Exclusive Right to Lease Agreement

A) **AUTHORIZATION:** Client, having the right and power to act for the owner of the following described property (the Property), hereby authorizes FASS Management Real Estate and the undersigned licensee(s) (Designated Licensee) to offer the following Property for Lease at the price and terms stated below:

B) **UNIT TYPE:** Office Retail Vacant Land

C) **ADDRESS:** _____, Ohio _____
(Street Address) (Municipality) (Zip)

D) **LEASE TERMS:** Term: _____ Price Range/sq. ft.: \$ _____ Total sq. ft.: _____

Security Deposit: \$ _____

Client agrees to supply and/or pay for the following:

Real Estate Taxes Insurance Sewer and Water Electric, Gas, Heating Oil

E) **EXCLUSIVE RIGHT TO LEASE:** In consideration of FASS Management Real Estate’s efforts to locate a Tenant, Client hereby grants to FASS Management Real Estate the sole and exclusive right to rent the Property from this date ____/____/____ through midnight on ____/____/____ (the “Exclusive Period”). Client agrees to refer to FASS Management Real Estate all brokers or prospects during the period of this Exclusive Agreement or any extension hereof. Client agrees that Client will provide and enter into a written lease for the Property with terms acceptable to Client if a tenant is secured.

If the lease or occupancy of the Property is for a period of one (1) year or less during the term hereof at the price and terms stated, or at such other price and terms as are acceptable to Client, then Client agrees to pay FASS Management Real Estate a commission equal to **one (1) month’s lease times (x) the number of years of the lease term** upon producing a bonafide/qualified tenant applicant or the earlier of either execution of such lease or occupancy. Otherwise, the commission due upon the earlier of either execution of a lease or occupancy of the Property as described herein is renewed or extended for a period(s) beyond the original term of such lease or occupancy, then Client hereby agrees to pay FASS Management Real Estate a commission of _____ of the aggregate Lease payable for the Property for the duration of such renewal(s) or extension(s).

If Client enters into any agreement for the lease or occupancy of the Property within six (6) months after this Exclusive Agreement (or any extension hereof), then Client agrees to pay the commission described above if the tenant had contact with FASS Management Real Estate to discuss the lease of the Property during the term hereof and Client was advised or knew of such contact. However, Client shall not be obligated to pay said commission if Client enters into an exclusive listing agreement with another licensed real estate broker during such six month protection period, and a lease or occupancy agreement with respect to the Property is made during the six month period. If a sale or other transfer of the Property is made to any Tenant procured pursuant hereto within two (2) years after the date hereof, then FASS Management Real Estate shall be paid a commission by Client equal to 7% of the first \$100,000 of the purchase price and 5% of the balance, if any, of the purchase price.

F) **MARKETING AND COOPERATION:** FASS Management Real Estate shall offer cooperation to tenants’ agents who are affiliated with FASS Management Real Estate and tenants’ brokers who are REALTOR® members of the Multiple Listing Services. FASS Management Real Estate reserves the right to determine, at its sole discretion, with which real estate brokers it will cooperate and the share of its commission that it will offer to cooperating brokers. The Property will be entered into one or more of the following Multiple Listing Services by FASS Management Real Estate subject to the rules and regulations of the Multiple Listing Services: Northern Ohio Regional (including Cuyahoga, Lake, Geauga, Lorain, and Medina counties); LoopNet/CoStar or any other marketing service to promote the vacancy.

In consideration for FASS Management Real Estate’s efforts to locate a tenant, Client grants to FASS Management Real Estate the sole and exclusive right to publish and to grant to others the right to publish and disseminate any and all descriptive information about the Property, including without limitation print, video, audio, photographic, and electronic descriptions via the Internet, and Client acknowledges that the same will become the sole and exclusive property of FASS Management Real Estate.

MLS# _____

PROPERTY ADDRESS _____

Client does does not authorize FASS to place a lock box on the Property so that other real estate licensees, including those not affiliated with FASS, may show it to prospective tenants, and Client hereby fully releases FASS, its agents, and employees from any and all claims relating to lock boxes.

G. VERIFICATION OF TENANT INFORMATION: Client acknowledges and agrees that neither FASS Management Real Estate nor its agents will make independent investigation of any information provided by any prospective tenant, will not be liable for any false or inaccurate statements or omissions contained in any tenant questionnaire or other document, and have no duty to verify any information, including without limitation credit references, provided by any prospective tenant. Client agrees to provide an appropriate written lease agreement at the time a tenant is secured.

H. AUTHORITY TO LEASE: Client further acknowledges that Client will warrant in any Lease that Client’s current Lease mortgage (s), if any, has approved said Lease. If Client is not the owner of the Property, then Client warrants that Client has full authority to execute this agreement and to bind the owner. If the Property is a condominium, then Client warrants that Client has obtained or does not need the approval or consent of the condominium unit owners’ association and/or any mortgagee(s) of the Property in order to enter into a lease for the Property.

I. DISCLOSURES: Client agrees (1) to complete the federal Lead Paint Disclosure addendum if the Property was built before 1978; and (2) to provide copies of sex offender notices received from the local Sheriff’s office pursuant to the Ohio Sex Offender Notification Law. Client also acknowledges receipt and review of FASS Management Real Estate’s “Consumer Guide to Agency Relationships”.

J. CONFIDENTIALITY: By law, FASS Management Real Estate must keep confidential information that Seller designates as such, unless disclosure is required by law. Seller agrees to provide written notice to FASS Management Real Estate and Designated Licensee(s) of information that Seller wishes to be kept confidential.

K. FAIR HOUSING: It is illegal, pursuant to the Ohio Fair Housing Law, Division (H) of Section 4112.02 of the Revised Code, and the Federal Fair Housing Law, 42 U.S.C.A. 3601, to refuse to sell, transfer, assign, Lease, lease, sublease, or finance housing accommodations, refuse to negotiate for the sale or lease of housing accommodations, or otherwise deny or make unavailable housing accommodations because of race, color, religion, sex, familial status as defined in Section 4112.01 of the Revised Code, ancestry, military status as defined in that section, disability as defined in that section, or national origin or to discriminate in advertising in the sale or lease housing, in the financing of housing, or in the provision of real estate brokerage services. It is also illegal, for profit, to induce or attempt to induce a person to sell or Lease a dwelling by representations regarding the entry into the neighborhood of a person or persons belonging to one of these protected classes.

L. BINDING AGREEMENT: This contract contains all terms agreed upon between FASS Management Real Estate, Designated Licensee(s), and Client, and there are no other conditions, representations, warranties, or agreements, express or implied. Facsimile signatures shall be deemed binding and valid. Client acknowledges that FASS Management Real Estate and Designated Licensee(s) are authorized to provide real estate services **only**, and agrees to retain independent professionals for legal, accounting, inspection, appraisal, and/or engineering services.

Client: _____ Address: _____

Client: _____ Address: _____

Telephone _____ Date: _____

The undersigned hereby agrees to the foregoing, on behalf of FASS Management Real Estate (d/b/a FASS Real Estate Services) and individually, but in association with FASS Real Estate Services:

Designated Licensee _____ Date _____ Office _____ Telephone _____

Land Lease/Sale Listing Form

Required fields are in bold.

Company Name _____

CDX ID # _____

Listing Agent (s) 1 _____

Phone # _____

2 _____

Phone # _____

Specific Use *Circle One*

Retail Industrial Office Multi-Unit Housing Mixed Pad Site Raw Agricultural

PROPERTY LOCATION INFORMATION

Property Name _____

Address _____

Quadrant _____ **East/West St** _____ **North/South St** _____

City _____ **State** _____ **Zip** _____

County _____ **Map Page** _____ **Map Grid** _____

PARK/COMPLEX INFORMATION

Park/Complex Name _____

Primary St _____

Secondary St _____

Primary Access _____

Secondary Access _____

Primary Traffic Count _____

Secondary Traffic Count _____

Primary Frontage _____

Secondary Frontage _____

FOR LEASE LISTING INFORMATION

Lot	Available SF or Acreage	Min Div SF or Acreage	Lease Rate	Lease Type	Date Available

FOR SALE LISTING INFORMATION

Sale Type *Circle One* Inv or Owner/User Investment Owner/User

Listing Price	Price per SF	Available Space	Min Div Acreage

LISTING NOTES

SITE INFORMATION

Lot Size _____

Zoning Class _____

Zoning Code _____

Divisible? Yes or No

Rail Served? Yes or No

Depth _____

Tax Key/Parcel # _____

Utilities *Circle All That Apply*

Gas Electric Water Sewer

Telephone Fiber/Broadband

Comments

Retail Lease/Sale Listing Form

Required fields are in **bold**.

Company Name _____ **CDX ID #** _____

Listing Agent (s) 1 _____ **Phone #** _____

2 _____ **Phone #** _____

Specific Use *Circle One*

Anchored Strip Center Automotive Community Center Conv/Strip Center Freestanding-Bank
 Freestanding-Big Box Freestanding - Other Gas/Conv Store Gen/Street Retail
 Neighborhood Center Other Outlet Center Power Center Regional Center
 Rest-Fast Foot Rest-Full Service Self Storage Super Regional Center

Additional Gen Use 1 _____

Additional Gen Use 2 _____

PROPERTY LOCATION INFORMATION

Property Name _____ **Condo** **Y** or **N**

Address _____ **Unit #** _____

Quadrant _____ **East/West St** _____ **North/South St** _____

City _____ **State** _____ **Zip** _____

County _____ **Map Page** _____ **Map Grid** _____

PARK/COMPLEX INFORMATION

Park/Complex Name _____ **Building #** _____

Primary St _____ **Secondary St** _____

Primary Access _____ **Secondary Access** _____

Primary Traffic Count _____ **Secondary Traffic Count** _____

Primary Frontage _____ **Secondary Frontage** _____

FOR LEASE LISTING INFORMATION

TYPE **Sublease** **Direct** **Sublease Expiration Date** / /20

Floor	Suite	SF Avail	Min Div	Lease Rate/Type	Vacant	Date Avail	Space Type	TI Allowance	Contig With

Op. Expense/SF _____

Taxes/SF _____

Tax Year _____

FOR SALE LISTING INFORMATION

Sale Price _____ **NOI** _____

SF For Sale _____

Vacant SF _____ **Cap Rate %** _____

Sale Type *Circle One*
 Business For Sale Inv or Owner/User
 Investment Owner/User

LISTING NOTES

BUILDING INFORMATION

Building Size _____ **Construction Type** Mas Steel Tilt Wood Pre Mix Other

Tenancy Multi Single **# of Parking Spaces** _____ **Parking Ratio** _____

Floors _____ **Sprinkler Type** _____ **HVAC Type** _____

Year Built _____ **ADA Accessible** Y or N

Year Renovated _____ **Lot Size** _____ **Zoning Code** _____

Status Existing Proposed Planned
 Under Construction **Tax ID/Parcel #** _____

Major Tenants _____

Est Completion Date _____

Property Manager _____ **Phone #** _____

Building Comments