



TEXAS ASSOCIATION OF REALTORS®  
COMMERCIAL LEASE ADDENDUM FOR BROKER'S FEE

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**ADDENDUM TO THE COMMERCIAL LEASE BETWEEN THE UNDERSIGNED LANDLORD AND TENANT CONCERNING THE LEASED PREMISES AT \_\_\_\_\_**

A. Leasing Fees: All leasing fees are earned when the above referenced lease is executed.

(1) \_\_\_\_\_ will pay Principal Broker a leasing fee calculated and payable as follows:

- (a) \_\_\_\_\_% of all base monthly rents to be paid for the term of the lease and the same percentage of the expense reimbursements stated or estimated in the lease, payable as follows: one-half of such amount at the time Landlord and Tenant execute the lease and the remainder on the date the lease commences.
- (b) \_\_\_\_\_% of all base monthly rents to be paid for the term of the lease and the same percentage of the expense reimbursements stated or estimated in the lease, payable as follows: \_\_\_\_\_  
\_\_\_\_\_.
- (c) \_\_\_\_\_.

(2) \_\_\_\_\_ will pay Cooperating Broker a leasing fee calculated and payable as follows:

- (a) \_\_\_\_\_% of all base monthly rents to be paid for the term of the lease and the same percentage of the expense reimbursements stated or estimated in the lease, payable as follows: one-half of such amount at the time Landlord and Tenant execute the lease and the remainder on the date the lease commences.
- (b) \_\_\_\_\_% of all base monthly rents to be paid for the term of the lease and the same percentage of the expense reimbursements stated or estimated in the lease, payable as follows: \_\_\_\_\_  
\_\_\_\_\_.
- (c) \_\_\_\_\_.

B. Renewal and Expansion Fees: If Landlord and Tenant subsequently renew, extend, or expand the lease, including a new lease for more, less, or different space in the Property or in any other property owned, controlled, or managed by Landlord, the brokers will be paid the fees set forth below. The fees will be earned and payable when the extension, renewal, expansion, or new lease is executed or commences, whichever is earlier.

(1) \_\_\_\_\_ will pay Principal Broker a renewal fee of:

- (a) \_\_\_\_\_% of all base monthly rents to be paid for the term of the renewal, extension, or new lease and the same percentage of the expense reimbursements stated or estimated in the lease governing the renewal, extension, or new lease;

(b) \_\_\_\_\_% of all base monthly rents to be paid for the term of the expansion and the same percentage of the expense reimbursements stated or estimated in the lease governing the expansion; or

(c) \_\_\_\_\_  
\_\_\_\_\_.

(2) \_\_\_\_\_ will pay Cooperating Broker a renewal fee of:

(a) \_\_\_\_\_% of all base monthly rents to be paid for the term of the renewal, extension, or new lease and the same percentage of the expense reimbursements stated or estimated in the lease governing the renewal, extension, or new lease;

(b) \_\_\_\_\_% of all base monthly rents to be paid for the term of the expansion and the same percentage of the expense reimbursements stated or estimated in the lease governing the expansion; or

(c) \_\_\_\_\_  
\_\_\_\_\_.

C. Fees in the Event of a Sale: If, during any time the lease is in effect or during any time Tenant occupies the leased premises, including any extension, renewal, or expansion, Tenant agrees to purchase the leased premises or Property by oral or written agreement or option, brokers will be paid the additional fees set forth below. The additional fees will be earned at the time Landlord and Tenant enter into an agreement for the sale, purchase, or option for the leased premises or Property, and are payable at the time the sale or purchase closes.

(1) \_\_\_\_\_ will pay Principal Broker an additional fee of:

(a) \_\_\_\_\_% of the sales price for the purchase.

(b) \_\_\_\_\_.

(2) \_\_\_\_\_ will pay Cooperating Broker an additional fee of:

(a) \_\_\_\_\_% of the sales price for the purchase.

(b) \_\_\_\_\_.

D. County: All fees under this addendum are payable in \_\_\_\_\_ County, Texas.

E. Attorney's Fees: If Landlord, Tenant, or any broker is a prevailing party in any legal proceeding brought as a result of a dispute under this addendum or any transaction related to or contemplated by this addendum, such party will be entitled to recover from the non-prevailing parties all costs of such proceeding, prejudgment interest, and reasonable attorney's fees.

F. Special Provisions:

*NOTICE: Under Chapter 62, Texas Property Code, Broker is entitled to claim a lien against the Property to secure payment of an earned commission.*

**Landlord:** \_\_\_\_\_  
\_\_\_\_\_

**Tenant:** \_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

By (signature): \_\_\_\_\_

By (signature): \_\_\_\_\_

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

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

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

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

By: \_\_\_\_\_

By: \_\_\_\_\_

By (signature): \_\_\_\_\_

By (signature): \_\_\_\_\_

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

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

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

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

**Principal Broker:**

Broker / Company Name: \_\_\_\_\_  
\_\_\_\_\_

**Cooperating Broker:**

Broker / Company Name: \_\_\_\_\_  
\_\_\_\_\_

License No. \_\_\_\_\_

License No. \_\_\_\_\_

By (signature): \_\_\_\_\_

By (signature): \_\_\_\_\_

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

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

Title: \_\_\_\_\_ License No. \_\_\_\_\_

Title: \_\_\_\_\_ License No. \_\_\_\_\_