


**AGENCY AGREEMENT  
(PROPERTIES FOR LEASE)**

1. **CONSIDERATION AND TERMS OF CONTRACT.** In consideration of Broker's agreement to list the real property described below and all equipment, fixtures, and/or personal property appurtenant to and currently used in connection with the improvements thereon except office furniture and office equipment (the "Premises") in the Commercial Alliance of REALTORS® Commercial Listing Service (hereinafter "CLS") and to pay the fee therefore and to cause the listing information to be distributed to the participating members in the CLS and in further consideration of Broker's agreement to use Broker's best effort to find a tenant(s), the undersigned Landlord ("Landlord") hereby grants KW Commercial the Broker, from 1/29/26 (date) to 12:00 midnight on 12/31/226 (date) (the "Listing Period") the exclusive irrevocable right and privilege to market for lease the Premises located in the  City  Township  Village of Grand Rapids Kent County, Michigan, commonly known as 53 Monroe Center NW # 5 and also identified as PP# 41-13-25-294-039 on the terms and conditions set forth in this Agency Agreement (the "Agreement").

	Space 1	Space 2	Space 3	Space 4
Suite # or Floor	<u>53 Monroe</u>			
Rentable Sq. Ft.	<u>3225</u>			
Lease Rate per sq ft./per year	<u>\$12.50</u>			
Rent Per Month	<u>\$3359.38</u>			
Date Available	<u>2/2/2026</u>			

  

	Space 5	Space 6	Space 7	Space 8
Suite # or Floor				
Rentable Sq. Ft.				
Lease Rate per sq ft./per year				
Rent Per Month				
Date Available				

The above rates, here and after defined as "Rent", shall include expenses below allocated to the Landlord. All expenses are allocated as follows:

EXPENSE	LANDLORD	TENANT	PRO RATA
Real Estate Taxes			<input checked="" type="checkbox"/>
Assessments	<input checked="" type="checkbox"/>		
Water/Sewer Charges <input type="checkbox"/> Metered		<input checked="" type="checkbox"/>	
Electricity <input type="checkbox"/> Metered		<input checked="" type="checkbox"/>	
Gas/ Heat <input type="checkbox"/> Metered		<input checked="" type="checkbox"/>	
Phone/Internet		<input checked="" type="checkbox"/>	
Janitorial		<input checked="" type="checkbox"/>	
Refuse Collection			<input checked="" type="checkbox"/>
Snow Removal			<input checked="" type="checkbox"/>
Lawn/Landscaping			<input checked="" type="checkbox"/>
Driveway, Sidewalks & Parking Lot Repairs & Maintenance			<input checked="" type="checkbox"/>
Casualty Insurance	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
Liability Insurance	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
Structural & Roof Repairs/Replacement	<input checked="" type="checkbox"/>		
Nonstructural Repairs & Maintenance/ Replacement		<input checked="" type="checkbox"/>	
Mechanical Systems Repairs & Maintenance		<input checked="" type="checkbox"/>	
Mechanical Systems Replacement	<input checked="" type="checkbox"/>		
			<input type="checkbox"/>

53 NW Monroe Center  
 Property Address \_\_\_\_\_  
 © Copyright Commercial Alliance of REALTORS, 2025-2026  
 Revision Date 05/2024

Landlord's Initials

**2. BROKERAGE FEE.** Broker fees are not set by law and are fully negotiable. Landlord agrees to keep the Premises available for lease during the Listing Period and to lease the Premises for a term of sixty ( ) months at the Rent set forth above, or with Landlord's consent, for a different length of time or amount. Landlord agrees to pay Broker a brokerage fee of six percent \_\_\_\_\_ of the total rent due and payable under the provisions of the lease or leases during the original term of each lease if: the Premises is leased by Broker or by Landlord or anyone else during the Listing Period; or a prospective tenant ready, willing and able to lease the Premises on the terms specified herein or other terms acceptable to Landlord is produced by Broker or any agent or any other person during the Listing Period; or the Premises is leased within six ( ) months after expiration of the Listing Period to a tenant who had been introduced to or provided information regarding the Premises during the Listing Period by Broker or Landlord or any other person, except that this provision shall not apply if the Premises is leased pursuant to a valid listing agreement entered into with another member of an Association of REALTORS® subsequent to the expiration of the Listing Period. The total brokerage fee shall be paid promptly upon the execution of the lease of the Premises (and each additional lease, as applicable), and shall not be affected by later breaches or termination of the lease(s).

#### ***Cooperation/Compensation***

Landlord agrees that the brokerage fee may be shared by the Broker with any cooperating broker who participates in a lease per the following compensation schedule: subagents (of the Landlord): 3.0 \_\_\_\_\_ of the total rent due and payable under the provisions of the lease during the original term of the lease; or tenant's agents: 3.0 \_\_\_\_\_ of the total rent due and payable under the provisions of the lease during the original term of the lease; or transaction coordinators: 3.0 \_\_\_\_\_ of the total rent due and payable under the provisions of the lease during the original term of the lease. The Tenant's Agent must disclose any fees paid by the Tenant to the Tenant's Agent and that amount will be deducted from any shared compensation amount.

#### ***Expansions, Renewals or Extensions***

If a tenant shall expand the amount of space occupied within the building and/or any expansion of the building, a commission based on this expanded square footage shall be paid to the listing agent and any cooperating agent representing the tenant at the time that the expansion occurs at the same rate or amount as agreed to in this contract for the original space. Landlord shall notify Broker whenever such expansions occur. Other:

If a tenant, anyone on its behalf, its heirs, personal representatives, successors, or assigns shall exercise an option in the original lease to renew or extend the original term, or extends the tenant's occupancy in any manner, or shall negotiate any renewal, including month to month extensions of term, whether or not the renewal is made on the same terms as contained in the original lease, the above brokerage fee, based on the then agreed lease rates for the total renewal term, shall also be paid to the listing agent and any cooperating agent representing the tenant at the time of the renewal, upon tenant's notice of each new or extended term of the original lease. Landlord shall notify REALTOR® whenever such expansions, renewals or extensions occur. Other:

#### ***Definition of Rent***

For the purposes of calculating a broker fee, "total rent" shall be defined as the Rent (or such other rate as specified in the provisions of the applicable lease) and any cost of living or other defined rent increases over the term of the lease. Total rent shall not include utilities or services which are billed directly to a tenant, or a tenant's pro rata share of expenses such as taxes, insurance, and maintenance of common areas which tenant is obligated to pay in addition to the Rent Per Month under the provisions of the lease.

#### ***Commission Collection Fees***

Landlord and Broker agree that Broker shall be entitled to payment of reasonable attorney's fees and costs incurred by Broker to collect any commission owed under the terms of this Agreement. Landlord agrees that interest shall accrue, and be paid to Broker, at the highest rate allowed by law on any unpaid balance, compounded monthly until paid.

#### ***Sale of the Premises***

If the Premises, or any direct or indirect interest therein, is purchased or otherwise acquired in whole or in part by a tenant or anyone acting on a tenant's behalf at any time during and up until \_\_\_\_\_ ( ) months after the termination of the term of the lease, or any renewals or extensions thereof, including, but not limited to month-to-month renewals and holdover tenancies, a brokerage fee of \_\_\_\_\_ of the selling price shall be payable to Broker except that the sale commission shall be reduced in amount by that portion of the lease commission paid which is equal to the portion of the lease term or lease extension not completed by reason of the sale. Said brokerage fee shall be due and payable promptly after it is earned and in no event later than the closing of the transaction. Further, in the event said Premises is sold by any form of conveyance or optioned to be sold by anyone before this Agreement expires, Landlord agrees to pay Broker a brokerage fee of \_\_\_\_\_ of the sale price at the closing of the transaction. Exceptions:

#### ***Build to Suit***

If during the Listing Period, or within \_\_\_\_\_ ( ) months after the expiration of the Listing Period, Landlord enters into a lease for a new building to be constructed for space in an expansion to the existing building, with a tenant who had been introduced to or provided information regarding the Premises during the Listing Period by Broker or Landlord or any other person, then a brokerage fee shall be paid to Broker based on the total rent due and payable under the provisions of such lease during the original term of such lease in the same percentage and on the same terms as specified at the beginning of this Section 2, except that this provision shall not apply to a lease executed after the expiration of the Listing Period if a valid listing agreement is entered into with another member of an Association of REALTORS subsequent to the expiration of the Listing Period. All other provisions of this section shall likewise apply to such lease, as applicable.

**3. REFERRAL.** Landlord agrees to refer to Broker all inquiries received concerning the Premises during the Listing Period.

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4. **INDEMNIFICATION.** Landlord shall indemnify and hold Broker and Broker's agents and subagents harmless from any and all liability for any reason as a result of injury to a person(s) or damage or loss to property arising out of a showing of the Premises pursuant to this Agreement.
5. **OPTIONS.** In the event Landlord grants an option to purchase or lease the Premises during the Listing Period other than an option which is part of a lease, Landlord agrees that the running of the term of the Listing Period shall automatically be suspended for the duration of the option and, upon the expiration of the option, shall automatically recommence and continue for the remainder of said term such that the duration of the Listing Period, before and after the option, will total the same amount of time as included in the original term of this Listing Period.
6. **POSSESSION.** Possession to be given per lease agreement and subject to rights of existing tenants, if any.
7. **MARKETING.** Broker is hereby authorized to photograph the Premises and publish pictures, place a marketing sign on said Premises and to remove all other marketing signs. Broker is also authorized to have access to said Premises and all parts thereof for the purposes of showing same at reasonable hours and to promote the Premises in any media it deems necessary.
8. **OFFERS.** Broker shall present all offers to Landlord unless otherwise agreed in writing with Broker.
9. **PRICE AND TERMS.** Landlord acknowledges that the lease rate(s) will be disclosed by the Commercial Alliance of REALTORS® in the ordinary conduct of its business.
10. **NON-DISCRIMINATION.** Broker and Landlord acknowledge that discrimination because of religion, race, color, national origin, age, sex, marital status, disability, or familial status in connection with the offer, sale or lease of the real estate is prohibited by law.
11. **HEIRS AND SUCCESSORS.** This Agreement binds Landlord, Broker, their personal representatives and heirs, and anyone succeeding to their interest in the Premises.
12. **COST OF SERVICES OF PRODUCTS OBTAINED FROM OUTSIDE SOURCES.** Broker will not obtain or order products or services from outside sources (e.g. surveys, environmental tests, title insurances, inspections, etc.) without the prior consent of Landlord, and Landlord agrees to pay all costs of products or services obtained.
13. **CONFIDENTIAL INFORMATION.** Broker acknowledges that Landlord may disclose confidential information to Broker in connection with performance of services under this Agreement, and Broker agrees to preserve such information in confidence and not to disclose any such information to the detriment of Landlord in connection with any transaction described herein. Similarly, Landlord acknowledges that Broker may have received confidential information in the past from a party on the opposite side of a proposed transaction with Landlord, and Landlord agrees that Broker's faithful maintenance of such information in confidence will not be a breach of any duty to Landlord. Landlord understands that any participating agents who show the Premises may not be acting as Landlord's agent; therefore, Landlord understands that Landlord should not disclose confidential information to any salesperson that Landlord would not disclose to a tenant.
14. **ENVIRONMENTAL DISCLOSURE.** Landlord is advised that there may be an obligation to provide certain environmental information and/or disclosures to prospective tenants. Michigan environmental law provides that a person who has knowledge that his/her real property is a "facility" may not transfer an interest in that real property (including by sale or lease) unless the person provides written notice to the purchaser or lessee. The notice should state that the real property is a facility and disclose the general nature and extent of the release of contamination. A "facility" is any property where contamination in excess of certain concentrations has been released or otherwise exists. An owner should seek legal and technical counsel from experienced professionals if the owner is concerned whether their property is a facility.
15. **OTHER PROVISIONS.** If any conflict shall exist between the provisions of this Section and the provisions contained elsewhere in this Agreement, the provisions of this Section shall control.

16. **MISCELLANEOUS.** This Agreement contains all of the terms and conditions of the Agreement between the parties with respect to its subject matter, and there are no representations, warranties, conditions, or promises except those expressly set forth in this Agreement. This Agreement may be modified only by a writing signed by the parties. If Landlord is an entity, each person signing this Agreement on behalf of the Landlord represents and warrants that he/she has the legal authority to execute this instrument on behalf of the Landlord and to bind Landlord to the requirements of this Agreement and that Landlord has full power and authority to enter into and perform this Agreement. This Agreement shall be governed by Michigan law. Landlord's obligations under Sections 2, 4, and 5 of this Agreement shall survive the expiration of earlier termination of this Agreement.

**Landlord acknowledges that if a commission is owed under a prior agreement, execution of this agreement will not eliminate the prior agreement.**

Listed by: Keller Williams Commercial  
Broker

Through Larry Branscombe  
Agent

Austin LaFleur  
dotloop verified  
01/15/26 9:34 AM EST  
HER9-YAA8-OPZ4-XDYY

**LANDLORD**

Entity: Bluegate Properties, LLC

By:   
dotloop verified  
01/15/26 5:01 PM EST  
OOUS-XKPR-N1D4-COS2

Printed Name of Signatory: \_\_\_\_\_

Its: \_\_\_\_\_

Entity: \_\_\_\_\_

By: \_\_\_\_\_  
(Note: Please sign as you wish your name to appear on the final documents.)

Printed Name of Signatory: \_\_\_\_\_

Its: \_\_\_\_\_