



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	53 Monroe			
Rentable Sq. Ft.	3225			
Lease Rate per sq ft./per year	\$12.50			
Rent Per Month	\$3359.38			
Date Available	2/2/2026			
	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"/>

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.

Property Address 53 Monroe Center NW  
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 Revision Date 05/2024

Landlord's Initials

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

Its: