

# **COOPERATING BROKER REGISTRATION AGREEMENT**

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Offers and Cooperating Broker Registration Agreement must be submitted to:

Quantum Real Estate, LLC  
Attn: Rob Luellen  
1925 North 120<sup>th</sup> Street  
Omaha, NE 68154  
402.934.4029  
402.498.5849

Name of Tenant: \_\_\_\_\_ (“Tenant”)

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

\_\_\_\_\_

Telephone Number: \_\_\_\_\_

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

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

Property Name: \_\_\_\_\_ (“Property”)

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

Name of Broker  
(Company Name): \_\_\_\_\_ (“Broker”)

Name of Salesperson: \_\_\_\_\_

Broker’s Address: \_\_\_\_\_

\_\_\_\_\_

Telephone Number: \_\_\_\_\_

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

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

**Name of Landlord:** \_\_\_\_\_

**Listing Broker:** Quantum Real Estate, LLC (“Quantum  
c/o Rob Luellen Real Estate”)  
1925 North 120<sup>th</sup> Street  
Omaha, NE 68154  
402.934.4029  
*rluellen@quantumqre.com*

**EXCLUSIVE BROKER, AGENT OR FINDER**

Tenant hereby certifies that the Broker specified above is the sole broker, agent or finder for the lease of the Property, other than Quantum Real Estate, LLC.

Broker hereby certifies that he/she has not associated with any other broker, agent or finder in connection with the lease of the Property, other than Quantum Real Estate, LLC.

**INDEMNIFY AND HOLD HARMLESS**

Broker hereby agrees to indemnify, defend and hold harmless the Landlord and Quantum Real Estate, LLC from and against any and all claims made by any broker, agent and finder (including Broker's Associates) who claim to be acting by or through the Broker in connection with Broker's efforts to lease the Property.

**CONDITIONS TO BE FULFILLED**

It is understood and agreed that the commission payable by the Landlord pursuant to his Agreement shall be paid solely to the Broker. Broker understands and agrees that it shall be entitled to a commission from the lease of the Property if and only if all conditions of the Broker Registration Form at met, including:

- (a) Broker must register the Tenant with the Landlord through Quantum Real Estate, LLC. Initial registrations must be sent under the cover of the Tenant's stationary and bear the signature of the Tenant acknowledging the Broker as their sole broker for the lease of the Property.
- (b) The Property is deemed leased when the Tenant opens for business at the Property and the other conditions contained in the lease have been satisfied, including the payment of the security deposit, first month's rent and estimated operating expenses.
- (c) The lease of the Property shall be consummated in accordance with the terms and conditions of this Agreement.

Without limiting the foregoing, Broker specifically understand and agrees that this Broker Registration Form is the sole agreement and there shall be no additional commissions paid, nor any other compensation in connection with the lease of the Property to the Tenant, except as set forth hereunder and in full compliance with the terms of this Broker Registration and Commission Agreement.

**COMMISSION**

- (a) The rate of commission payable to the Properly Registered Tenant's Co-Broker for the lease of the Property shall be an amount equal to three percent (3%) of the total base rental payments for the term of the lease **excluding** operating expenses and any option terms, if any.
- (b) Commission is payable one-half (1/2) at the time of lease execution, deposit of Tenant's first month's estimated operating expenses and satisfaction of any conditions to the lease. The remaining one-half (1/2) of the commission shall be payable at the time when Tenant opens for business.
- (c) No fee shall be earned unless and until the Tenant opens for business.

**CONSUMMATION OF THE LEASE**

If, for any reason the Tenant does not open for business at the Property, the Broker shall not be entitled to any brokerage fees, commissions or other compensation from any of Quantum Real Estate or Landlord's respective employees and representatives for any services rendered or expenses paid and incurred by Broker. Broker agrees to reimburse the Landlord within five (5) days of its receipt of written notice from the Landlord for the commission amount received by Broker, but not earned, pursuant to this Agreement.

**BROKER LICENSE**

Broker represents and warrants to Landlord and Quantum Real Estate, LLC that Broker is a duly licensed real estate broker in the state within which the property is located.

**ACCEPTANCE OF OFFER(S)**

The Landlord will immediately review any and all offers submitted, and respond formally within fifteen (15) days of Tenant's offer submission. The Landlord reserves the right to (a) negotiate further with any Offeror at Landlord's sole discretion, (b) accept or reject any offer as-is, (c) in the case of multiple, competitive offers, solicit best and final offers and (d) request credit information Landlord deems necessary to determine at Landlord's sole discretion the Offeror(s) ability to perform under the financial obligations of the lease contemplated. All dates set forth herein are subject to change without notice. No offer is considered accepted until the offer has been approved by the Landlord and fully negotiated agreement of lease has been executed by authorized representatives and delivered to the Landlord and the Tenant.

**The Broker Registration and Commission Agreement must be executed by the Tenant and the Broker and be submitted to the Landlord prior to, or in conjunction with, Tenant's offer.**

**IN WITNESS WHEREOF, the parties hereto have executed this Broker's Registration and Commission Agreement as of the date(s) set forth below.**

(Signature lines are on the following page)

\_\_\_\_\_  
Date

**Tenant:**

\_\_\_\_\_  
(Name of Tenant)

\_\_\_\_\_  
By (Signature)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

**Broker:**

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Name of Broker)

\_\_\_\_\_  
By (Signature)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Broker's License Number  
and State of Licensure

**Quantum Real Estate, LLC**

\_\_\_\_\_  
Date

\_\_\_\_\_  
By: Robert Luellen  
Authorized Representative

**Landlord**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Landlord's Authorized  
Representative

\_\_\_\_\_  
By (Signature)

\_\_\_\_\_  
Print Name