

**CHARLOTTE COUNTY AIRPORT AUTHORITY  
FLORIDA LICENSED REALTOR COMMISSION PROGRAM**

**1. Land and Building Leases**

The Charlotte County Airport Authority will pay a commission of four percent (**4%**) on all land leases and building leases to licensed real estate agents who are the procuring cause of tenant ready, willing and able to perform a transaction at the Charlotte County Airport and Commerce Park. Commissions will be calculated on leases up to five (5) years only and not include negotiated extensions, renewals, option periods or additions.

Commissions are paid as follows: One-half of the commission upon the commencement of the signed lease and receipt of deposits and, if applicable, the remaining upon certificate of occupancy and any additional deposit, for newly constructed buildings, or upon tenant occupancy for existing buildings.

**2. Land and Building Sales**

The Charlotte County Airport Authority will pay a commission of four percent (**4%**) of the selling price to a licensed real estate agent who is the procuring cause of a ready, willing and able buyer of airport property. The Broker's commission shall be earned, due and payable only if the purchase price is received and title to the property is transferred by deed and recorded in the public records of Charlotte County, Florida. The Charlotte County Airport Authority Board and the Federal Aviation Administration must approve the sale of airport land. No commission or fee shall be deemed earned if the approval is withheld

**3. Listing Broker**

In the event the property is listed by the Charlotte County Airport Authority with a licensed broker, the commission shall be six percent (**6%**) divided between listing and cooperating broker unless otherwise agreed, in writing, by all participating brokers.

**4. Damage Limitation**

The Charlotte County Airport Authority will make best efforts to work within the parameters of these terms and provisions. However, a failure of the Charlotte County Airport Authority to strictly comply with the terms shall not be cause for damages to the real estate agent and the real estate agent waives any claims for damages. If damages are incurred and the waiver deemed not applicable any and all alleged damages are agreed to be liquidated in nature and the signer hereto specifically agree the damages are limited exclusively to \$100.00.

## **5. Termination**

This paragraph does NOT create an obligation upon the Charlotte County Airport Authority to enter into a listing agreement and does not give rise to any right to a real estate agent to demand a listing agreement under any terms or conditions. The terms and condition of any listing agreement shall be in the absolute discretion of the Charlotte County Airport Authority. If the terms are unacceptable to a real estate agent he/she may reject the listing agreement. The Charlotte County Airport Authority reserves the absolute right at any time to unilaterally terminate or otherwise modify this policy with no further rights or obligations or damages.