

EXCLUSIVE CONTRACT TO REPRESENT TENANT(S)

(This is a legally binding contract. If you do not understand it, seek legal advice)

Client: _____ Client: _____
(Print) (Print)

Responsible Broker and Brokerage Firm: _____
(hereinafter referred to as Broker)

Start Date: _____ / _____ / _____ Expiration Date: _____ / _____ / _____ at 11:59 p.m.

If a Lease Contract is entered into by the Client(s) during the term of this contract, the termination thereof shall extend to and include the date of tenancy under said lease contract. This contract can be terminated with mutual written consent of the parties.

1) Creation of Agency. The Broker, as agent for the Client, negotiates and advocates on behalf of the Client, performs the terms of any written agreement made with the client, exercises reasonable skill and care, and promotes the interests of the client with the utmost good faith, loyalty, and fidelity. Regardless of representation, the broker shall: Disclose all known material facts about the property which could affect the client's use or enjoyment of the property, disclose information which could have a material impact on either party's ability to fulfill their obligations under the lease contract, respond honestly and accurately to questions concerning the property, and deal honestly with all parties. The Client should carefully read all documents to assure that they adequately express Client's understanding of the transaction and protection of your own interests. If you have questions regarding the duties and responsibilities of the broker, you should resolve those questions before proceeding further. The Client authorizes the Broker as Client's exclusive agent, to identify and communicate to Client real estate appearing to Broker to substantially meet the criteria described in Section 2 and to negotiate acceptance of any offer to lease such real estate.

_____ / _____
The Client represents no other Broker has been employed as an exclusive agent for real estate defined in Section 2 and agrees to protect, defend, indemnify and hold Broker harmless from the claims, liability, and expenses, including reasonable attorney's fees, arising by reason of the claim of any other Broker in compensation as the result of a transaction that is within the scope of this contract.

Client Initials

A. Single Agency. When a firm and all of its agents represent only you and advocate for only your interests during a transaction.

B. Appointed Agency. The broker appoints _____ as your agent(s) to represent only you and advocate for only your interests. Upon signing this contract, agents within the firm who have not been specifically named do not represent you and cannot advocate for your interests. Confidential information can only be shared with the responsible broker _____ and the designated broker _____ unless you provide written permission. The responsible broker may appoint other affiliated licensees to be your agent during the term of this contract should the appointed agent not be able to fulfill the terms of this contract or by written agreement between you and the responsible broker. An appointment of another or additional affiliated licensee does not relieve the first appointed agent of any duties owed to you. Limited agency rules apply to the responsible broker when you, as a client of this firm, inquiries about a property under contract for lease with this firm. The responsible broker can be the limited agent of both parties of a transaction with your knowledge and written consent of you and the other party. Your appointed agent(s) can be a limited agent for a transaction within this firm with your knowledge and written consent of you and the other party.

Having read and understood this information about agency, the client acknowledges and consents as initialed:

I agree to an appointed agency relationship as described in section 1.B above.

YES

_____ / _____

NO

_____ / _____

N/A

_____ / _____

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C. Limited Agency. Limited agency may only occur with prior written permission of the parties of the potential within firm transaction. In a limited agency relationship, the broker, directly or through one or more agent(s) or team of agents, may not be able to continue to provide services previously provided to you, such as:

- Provide advice or advocate for your interests, or the owner's interests, to the detriment of either party.

Unless you give written consent, a limited agent cannot:

- Disclose personal confidences of one party or the other party, unless required by law;
- Disclose a tenant is willing to pay more, or a owner is willing to accept less, than the lease rate offered for the property;
- Disclose the motivating factors for any client leasing the property

Having read and understood this information about agency, the client acknowledges and consents as initialed:

I agree to a potential limited agency representation as described in section 1.C above.

YES

____ / ____

NO

____ / ____

N/A

____ / ____

2) Description of Property. Client desires to lease real property described in the general terms as follows:

General description (type of property, location, price range):

3) Broker Services Fee and Compensations.

BROKER COMPENSATION IS NOT SET BY LAW AND IS FULLY NEGOTIABLE

A. Client agrees to compensate Client's Broker at date of tenancy under a lease contract or as otherwise agreed upon. THE AMOUNT OF COMPENSATION SHALL BE \$ _____ OR _____ % of the gross proceeds of the total lease term plus appropriate sales/service tax, which may be satisfied in whole or in part by payments from a co-operating broker or client. On properties not listed by a real estate broker, including new construction and for lease by owner, or if no compensation is offered by a Broker for property leased by Client, then Client shall compensate Tenant's agent as stated above. Client agrees to compensate Broker if Client defaults on a Lease Contract during the period of this contract.

Client Initials

____ / ____

B. If, within _____ days of the end of this contract, Client leases real estate shown to Client by Broker, Client owes Broker compensation as described above. No compensation is owed if Client is in an exclusive contract with another Broker. The payment to any brokerage by the Owner or an Owner's Agent will not make the Tenant's Agent the agent of the Owner.

Client Initials

____ / ____

C. Broker may not receive compensation for brokerage services from any source that exceeds the amount or rate agreed to in this agreement.

Client Initials

____ / ____

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- 4) Other Potential Tenants.** Client acknowledges and consents that Broker may represent other prospective clients who may be interested in leasing the same property or properties that undersigned Client is interested in leasing.
- 5) Nondiscrimination.** REALTORS® shall not deny equal professional services to any person for reasons of race, color, religion, sex, handicap, familial status, national origin, gender identity, or sexual orientation. REALTORS® shall not be parties to any plan or agreement to discriminate against a person or persons on the basis of race, color, religion, sex, handicap, familial status, national origin, gender identity, or sexual orientation.
- 6) Confidentiality.** Client acknowledges the possibility that Owners or their representatives may not treat the existence, terms, or conditions of offers to lease as confidential unless confidentiality is required by law, regulation, or by any confidentiality agreement between the parties.
- 7) Modification.** No modification of any of the terms of this contract shall be valid or binding upon the parties, unless such modifications have first been reduced to writing and signed by both parties.
- 8) Disclosure.** Client acknowledges any property may have audio/video surveillance on the premises.
- 9) Wire or Bank Fraud.** If you receive an email or notification containing wire transfer instructions, we advise you to independently confirm wiring instructions in person or via a telephone call to a trusted and verified phone number before proceeding with any fund transfers.

10) Additional Provisions:

Client Information:

Phone: _____ Phone: _____

Email: _____ Email: _____

Client's Current Address:

Receipt of copy acknowledged:

Client *Date* *Client* *Date*

Broker/Firm: _____ By Agent: _____ Date: ____/____/____

This contract is extended to _____

Client(s) Initials

_____ | _____

Date of Initials ____/____/____