

## EXCLUSIVE RIGHT TO REPRESENT TENANT AGENCY AGREEMENT

Tenant \_\_\_\_\_ [hereinafter called "Client"] hereby retains

\_\_\_\_\_ [hereinafter called "Broker"] represented by \_\_\_\_\_ ["Salesperson/Associate Broker"] to assist Client in locating and/or negotiating for the rental of real property, a general description of which is provided below. The terms and conditions of this Agreement are as follows:

### 1. AGREEMENT PERIOD

This Agreement begins upon signing and ends at midnight on \_\_\_\_\_, 201\_\_\_\_ or upon the execution of a lease in accordance with this Agreement.

### 2. BROKER'S OBLIGATIONS

Broker agrees to: [a] Use diligence in locating a rental property on price and terms acceptable to Client; [b] Use professional knowledge and skills to negotiate for Client's rental of the property; [c] Assist Client throughout the transaction and act in Client's best interests at all times; [d] Present lease offers to the landlord or to landlord's agent if a written authorization granting exclusive authority exists; [e] if Tenant decides to make a purchase offer on a rental property, to Present purchase offers to the landlord/seller.

### 3. CLIENT'S OBLIGATIONS

During the term of this Agreement, Client agrees:

- [a] To provide to Broker upon request:
  - [i] the general nature, location, requirements and preferred terms and conditions, which Client is seeking in connection with the rental of desired property; and
  - [ii] relevant personal and financial information to assure Client's ability to rent;
  - [iii] Client agrees to work exclusively with Broker and not with other real estate brokers, salespersons or owners, with respect to viewing properties and agrees to refer to Broker all inquiries in any form from any other real estate broker, salesperson, prospective landlord or any other source; and
  - [iv] conduct in good faith all negotiations for rental of property, exclusively through Broker.

[b] To compensate Broker if Client or any other person acting on Client's behalf buys, exchanges for, obtains an option on, or leases real property. The compensation shall be \$ \_\_\_\_\_ or \_\_\_\_\_ % of the purchase price of the property or \_\_\_\_\_ % of the aggregate rental of the lease and all options as exercised or \$ \_\_\_\_\_, which sum shall become due and payable when Broker brings about a meeting of the minds between Client and the seller/lessor.

If the property is listed with a real estate company or licensee, Broker will accept a fee equal to the fee being offered to cooperating agents, but in no event less than the amount set forth above. If such fee, or any portion thereof, is paid by the seller/lessor or the seller's/lessor's agent as a convenience of the transaction, Client will be credited by Broker for the amount so paid.

[c] Client acknowledges that if within \_\_\_\_\_ months of the termination of this Agreement, with or without the services of a licensed agent, Client buys, exchanges for, obtains an option on, or leases real property shown to Client by Broker during the term of this Agreement, compensation as set forth in this Agreement shall be applicable and Client shall pay such fee to Broker, provided however, that if during such protection period a valid exclusive tenant agency agreement is entered into with another real estate broker, any payments made thereunder for said transaction may be credited against the sums otherwise due and owing pursuant to this Agreement.

### 4. ADVICE ON TECHNICAL MATTERS

Broker will not counsel Client on legal matters, home inspections, public health, surveying, tax, financial or other technical matters which are outside of the scope of the Broker's expertise. Broker has recommended to Client that Client seek the advice and counsel of qualified experts in connection with the physical condition of the property, its state of repair, water, termite, radon, lead and similar tests and as to legal matters with respect to the property. Client hereby acknowledges that it is Client's sole responsibility for obtaining such services and for retaining any experts which Client chooses to obtain.

### 5. FAIR HOUSING

Broker is committed to compliance with all laws as well as the philosophy of fair housing for all people. Broker will present properties to Client in full compliance with local, State and Federal Fair Housing laws against discrimination on the basis of race, color, religion, sex, national origin, handicap, age, marital status and/or familial status, children or other prohibited factors.

### 6. IN-HOUSE RENTALS

If Broker has an agency relationship with Client ["tenant's broker"], and Client expresses interest in property owned by a landlord who also has an agency relationship with Broker ["landlord's broker"], a conflict has arisen.

The Broker shall immediately advise both the tenant client and landlord client of the pertinent facts including the fact that a dual agency situation has arisen, and that the **following options are available**:

[1] **Broker and Client could dissolve their Agency relationship.** Client may then seek to retain another broker, and/or an attorney, or may represent (her)himself. This would release Client from any Broker employment contract which was entered into with Broker. Broker may continue to act as agent for seller.

[2] **Broker and the Landlord could dissolve their Agency relationship.** The landlord may then seek to retain another broker, and/or an attorney, or may represent (her)himself. This would release the landlord from any listing agreement which was entered into with Broker. Broker may continue to act as Agent for Client.

[3] **With fully informed consent, Client and Landlord may elect to continue with the brokerage firm serving as a consensual dual agent, which is the exception to the general rule that agents serve one principal.** As a dual agent, the firm and its licensee agents have a duty of fairness to both principals. By mutual agreement the tenant and landlord may identify who will negotiate for each principal. For example: [a] the licensee who signed the tenant as a principal of the brokerage firm may negotiate on behalf of the tenant principal and [b] the licensee who signed the landlord as a principal of the firm may negotiate on behalf of the landlord principal.

In either case, the brokerage commission will be paid by the landlord in accordance with the listing agreement with the landlord, unless different arrangements have been negotiated.

**As a dual agent, the firm and its agents cannot furnish undivided loyalty to either party.**

**As a dual agent, the firm and its licensee agents have a duty not to disclose confidential information given by one principal to the other principal, such as the price one is willing to pay or accept. Such information may already be known to the firm and its agents. If the information is of such a nature that the agent cannot fairly give advice without disclosing it, the agent cannot properly continue to act as an agent.**

The tenant, landlord and broker shall memorialize the option of their mutual choice by executing a statutory disclosure notice. If there is no mutual agreement, the proposed transaction between tenant and landlord shall not be pursued.

**7. OTHER POTENTIAL TENANTS**

Client understands that other potential buyers may consider, make offers on or rent through Broker, the same or similar properties as Client is seeking to rent. Client consents to Broker's representation of such other potential tenants before, during and after the expiration of this Agreement.

**8. COMMISSION PAYMENT**

[a] Escrow. If, for any reason, Broker is not paid the compensation set forth herein on the due date, Client shall establish an escrow account with a party mutually agreeable to Broker and Client or a title insurance agent or company, and shall place into said escrow account an amount equal to the compensation set forth herein. The escrow monies shall be paid by Client to said escrow agent and shall be held in escrow until the parties' rights to the escrow monies have been determined (i) by the written agreement of the parties;(ii) pursuant to an arbitration award; (iii) by order of a court of competent jurisdiction; or (iv) some other process to which the parties agree to in writing.

[b] Attorneys Fees. In any action, proceeding or arbitration to enforce any provision of this Agreement, or for damages caused by default, the prevailing party shall be entitled to reasonable attorney's fees, costs and related expenses, such as expert witness fees and fees paid to investigators. In the event Broker hires an attorney to enforce the collection of any brokerage commission due hereunder and is successful in collecting all or any portion thereof with or without commencing a legal action or proceeding, Client agrees to pay the reasonable attorney's fees, costs and related expenses incurred by Broker.

[c] Arbitration. All claims, disputes or other matters in question between Broker (or any cooperating broker) and Client, arising out of or relating to this Agreement shall be determined by arbitration before the American Arbitration Association in New York, New York, pursuant to its Commercial Arbitration Rules. The award rendered by the arbitrator shall be final, and judgment may be entered upon it in accordance with applicable law in any court of competent jurisdiction.

**9. ADDITIONAL TERMS**

[a] Upon request by Broker, Client agrees to provide a signature acknowledgement to a listing of properties shown to Client by Broker during the term of this Agreement.

[b] This document and any Addendum hereto, contains the entire agreement of the parties and supersedes all prior agreements or representations which are not expressly set forth herein between these parties.

[c] This Agreement may be modified only in writing signed and dated by both parties. Client acknowledges that Client has not relied on any statements of Broker which are not herein expressed.

**10. RENTAL PROPERTY**

TYPE OF PROPERTY SOUGHT:  ..Residential  ..Residential Income  ..Commercial  ..Industrial  
 ..Vacant Land  ..Other

GENERAL NATURE OF PROPERTY: \_\_\_\_\_

RENTAL PRICE RANGE: \_\_\_\_\_

PREFERRED TERMS: \_\_\_\_\_

POSSESSION: \_\_\_\_\_

GENERAL GEOGRAPHIC REGION: \_\_\_\_\_

OTHER REQUIREMENTS: \_\_\_\_\_

WOULD CLIENT BE WILLING TO PRESENT A PURCHASE OFFER ON A RENTAL PROPERTY?  YES  
 NO  
 POSSIBLY

The undersigned Client acknowledges that [he] [she] has thoroughly read and approved each of the provisions contained herein and acknowledges receipt of a copy hereof.

\_\_\_\_\_, [Client] Date: \_\_\_\_\_, 201\_\_\_\_

\_\_\_\_\_, [Client] Date: \_\_\_\_\_, 201\_\_\_\_

\_\_\_\_\_, [Broker]

\_\_\_\_\_, [represented by] Date: \_\_\_\_\_, 201\_\_\_\_