



Exclusive Tenant Agency Contract

Client _____

PURPOSE. Client has employed the services of Broker to assist Client in leasing real estate, as more particularly described in Paragraph 12. Broker's services shall include, but not be limited to, consulting with Client regarding the desirability of particular properties, the availability of financing, the formulation of acquisition strategies, and negotiating lease agreements. Client acknowledges that Broker is not acting as an attorney, tax advisor, surveyor, appraiser, environmental expert or structural or mechanical engineer, and that Client should contact professionals on these matters.

TERM/CANCELLATION. This agreement is entered into this _____ day of _____, _____. This Agreement shall expire on the _____ day of _____, _____. This Agreement may be cancelled only by mutual consent of the parties in writing.

EXCLUSIVE AGENT. Client agrees that during the term of this Agreement any and all inquiries and/or negotiations on behalf of Client relating to the acquisition of any Desired Property shall be through above Broker.

DISCLOSURE OF BROKER'S ROLE. At the time of any initial contact, Broker shall inform all prospective Landlords and their agents that Broker is acting on behalf of Client. In the event Broker has previously worked with a Landlord of a particular piece of property as a subagent, Broker will preserve any confidential information obtained during that prior agency relationship and will not use such confidential information to the detriment of the landlord. Client acknowledges and agrees that the preservation of this confidential information shall not constitute a breach of any fiduciary duty owed by Broker to Client.

CONFLICT OF INTEREST (PURCHASER). Client acknowledges that Broker may represent other clients desirous of leasing property similar to the Desired Property. Client acknowledges and agrees that Broker may show more than one client the same property and may prepare offers on the same property for more than one client. Broker shall preserve any confidential information disclosed by any tenant-client and shall not disclose the terms of any other offer(s) to any other clients. In the event Broker works for two competing tenant-clients in connection with any specific property, Broker will be working equally for both tenant-clients and without the full range of fiduciary duties owed by a tenant's agent to a tenant. In this situation the competing tenant-clients are giving up their rights to undivided loyalty and will be owed only limited duties of disclosure, obedience and confidentiality.

DESIGNATED AGENCY. Broker and Client hereby designate _____, (Agent for Broker), as the Client's designated Agent. Client shall have an agency relationship with ONLY the Agent named and the following supervisory Broker, Craig Lescoe, Dennis Weese. If a potential owner of real property is represented by a designated Agent within the Brokerage Firm other than the designated Agent named here, the Brokerage Firm and all supervisory Brokers shall automatically be deemed disclosed consensual dual agents. Broker shall be entitled to any fees owed by Client pursuant to this Agreement.

DUAL AGENCY. In the event Client elects to make a bona fide offer on real property listed by any of the designated Agent(s) and/or supervisory Broker(s) named above, Client consents to the dual agency status of such designated Agent(s) and/or supervisory Brokers. In this event, the dual Agent(s) will preserve any confidential information obtained during the agency relationship with the seller and will not use such confidential information to the detriment of that seller. Client acknowledges and agrees that the preservation of this confidential information shall not constitute a breach of any fiduciary duty owed to Client. Broker shall be entitled to any fees owed by Client pursuant to this Agreement.

COST OF SERVICES OR PRODUCTS OBTAINED FROM OUTSIDE SOURCES. Broker will not obtain or order product or services from outside sources (e.g. surveys, soil tests, title reports, inspections) without the prior consent of Client. Client agrees to pay for all costs for products or services so obtained.

Initial(s) _____

