



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 2. Broker's services shall include, but not be limited to, consulting with Client regarding the desirability of particular properties, 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.

PROPERTY: Client desires to lease real property meeting the following criteria (type, price range, location, etc.): _____ ("Desired Property")

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.

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.

COMPENSATION OF BROKER: The Landlord(s) and the Realtor/Broker acknowledge that the agreed upon commission contracted hereunder was negotiated between themselves and that the Agent/Broker's commission for services rendered is NOT fixed, controlled, or recommended by law, the MLS or any person not a party to this contract.

Client agrees to pay Broker as follows (check as applicable):

- A) ___ Retainer Fee.** Client will pay Broker a non-refundable Retainer Fee of \$_____, due and payable upon Execution of this Agreement. The Retainer Fee shall be applied against any commission paid to Broker.
- B) ___ Flat Fee.** In the event Client contracts to lease the Desired Property, Client will pay Broker a Flat Fee equal to \$_____. The Commission is due and payable upon lease execution.
- C) ___ Commission.** In the event Client contracts to lease the Desired Property. Client will pay Broker a Commission equal to _____% of one month's OR _____% of the gross lease amount. The Commission is due and payable upon lease execution.

All Commissions shall apply to any lease agreements executed during the term of this Agreement or during any extension of this Agreement. The Commission will also apply to lease agreements executed within (6) or _____ months after the expiration or other termination of this Agreement, if the property acquired was presented to Client through the services of above Broker. If the landlord fails to close with no fault on the part of Client, then the Commission shall be waived. If the transaction does not close because of any fault on the part of the Client, the Commission shall NOT be waived and shall become immediately due and payable.

RENEWAL / EXTENSION: If Client enters into a new lease or a renewal of the original lease produced by or through Broker, then Client agrees to compensate Broker as specified above.

LEASE WITH OPTION: In the event the lease contains an option to purchase and said option is exercised by the Client, then Client agrees to compensate Broker a commission equal to _____% of the sales price.

CREDIT: Client will receive a credit against any amount owed above for any commission paid to Broker by a landlord, seller or cooperative Broker.

ACKNOWLEDGEMENT: Client acknowledges written receipt from Broker of the following... **1)** Landlord and Tenant Relationships Act 348 of 1972, **2)** Truth in Renting Act 454 of 1978, **3)** Protect Your Family from Lead in Your Home. Client further acknowledges their rights and responsibilities governed by said Acts.

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 agrees that the preservation of this confidential information shall not constitute a breach of any fiduciary duty owed by Broker to Client.

Initial(s) _____

CONFLICT OF INTEREST (TENANT): 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 Brokers, 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. credit reports, inspections, soil tests, title reports) without the prior consent of Client. Client agrees to pay for all costs for products or services so obtained.

INDEMNIFICATION OF BROKER: Broker is NOT an expert in matters of law, tax, financing, surveying, structural conditions, hazardous materials, engineering, etc. Client acknowledges that he/she has been advised by Broker to seek professional expert assistance and advice in these areas of professional expertise. Client recognizes that National Realty Centers, Inc. and their respective agents and employees involved in the leasing of said Property are relying on information provided and/or supplied by Property owners and/or representatives of said Property owners. Client agrees to indemnify and hold harmless National Realty Centers, Inc. their agents and employees, from any and all claims, demands, damages, lawsuits, liabilities, costs and expenses (including, but not limited to, reasonable attorney's fees) arising out of any negligence, misrepresentation, intentional acts, or concealment of facts by Property owners and/or Property owner sources and/or representatives of said Property owners.

FACSIMILE / ELECTRONIC SIGNATURES: The parties agree that this Agreement, and any counteroffer(s) or acceptance, may be delivered by use of facsimile or electronic means and that signatures, initials, and modifications (if any, and if signed and accepted by the parties) on facsimile or electronically transmitted documents are deemed valid and binding upon the parties as if the documents contained original signatures. The parties waive any Statute of Frauds defense to enforceability as a result of facsimile or electronic signatures. This Agreement may also be executed in counterparts and signed counterparts may be combined to make one Agreement, which shall be binding as if all signatures were on the same document

NON-DISCRIMINATION: It is agreed by Broker and Client, parties to this Agreement, that as required by law, discrimination because of religion, race, color, national origin, age, sex, disability, familial status, marital status, height, or weight by said parties in respect to the purchase of the Desired Property is PROHIBITED.

CONDITION OF PROPERTY: Client is not relying on Broker to determine the suitability of any Desired Property for the Client's purposes or the environmental or other condition of the Desired Property.

ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the parties, and any prior agreements, whether oral or written, have been merged and integrated into this Agreement. Client has read this Agreement and acknowledges receipt of a completed copy of this Agreement.

Client:

Date:

Client:

Date:

Accepted By, Agent for National Realty Centers, Inc

Date: