



EXCLUSIVE TENANT REPRESENTATION AGREEMENT

The undersigned tenant (“**Tenant**”) engages the undersigned brokerage firm (“**Broker**”) on an **exclusive** basis to represent Tenant concerning Tenant’s lease of the below-selected Type(s) of Real Property in the Geographic Area of Property identified in paragraph 4 (“**Property**”).

1. BROKER’S RESPONSIBILITIES. Broker will exercise good faith efforts to a) locate and present suitable Properties for rent to Tenant; b) tour and prepare detailed analysis of specific Properties, per Tenant’s request; c) help Tenant negotiate and secure a lease to one or more Properties on terms acceptable to Tenant; d) cooperate with any real estate licensee working with a landlord to facilitate and complete Tenant’s lease of the Property; and e) perform other services as needed and requested by Tenant.

2. BROKER FEE. THE AMOUNT OR RATE OF BROKER COMPENSATION IS NOT FIXED BY LAW. BROKER COMPENSATION IS SET BY EACH BROKER INDIVIDUALLY AND IS FULLY NEGOTIABLE.

a) **Broker Fee.** The Broker Fee for Broker’s services to Tenant shall be exactly \$_____ or _____% of the first _____ month’s rent for the Property. Tenant agrees to pay Broker Fee if Tenant or any other person acting on Tenant’s behalf enters into a lease for any real property during the term of the Agreement. Payment shall be made to the Broker and not the Broker’s individual agent under any circumstances

The Broker Fee is due and payable when Tenant enters into a written or oral lease agreement for any rental of any Property during the term of this Agreement, unless Tenant violates the terms of this Agreement, in which case the Broker Fee is due within 7 days of the Tenant violation.

b) If the Tenant leases the Property that the Broker showed them within ___ days after this Agreement ends, the Tenant still has to pay the Broker Fee, whether or not they use a different broker. However, if the Tenant signs an exclusive agreement with another broker during this time and makes payments to that new broker under that agreement, the Broker Fee owed to Broker shall be reduced by the amount of any such payments Tenant makes to the new broker.

3. LENGTH OF AGREEMENT. This Agreement shall begin on _____, 20____ (“Effective Date”) and automatically end on _____, 20____ at 12:00 midnight (the “Term of Agreement”), unless the expiration date is extended in writing.

4. PROPERTIES.

TYPE OF PROPERTY: House Apartment Condominium Coop Other

GEOGRAPHIC AREA OF PROPERTY (CITY, COUNTY, TOWN, ETC.): _____

MIN BEDROOMS: ___ MIN BATHROOMS: ___

APPROXIMATE RENT RANGE: _____

IMPORTANT REQUIREMENTS _____

5. AGENCY DISCLOSURE. Tenant recognizes that, under this Agreement, an agency relationship has been established between the Broker and Tenant for the Term of Agreement. The parties acknowledge that the Tenant has been presented with a New York State Agency Disclosure Form which further defines the agency relationship.

6. TENANT'S RESPONSIBILITIES. Tenant a) should accompany Broker on Tenant's visits to the Property; b) shall conduct all inquiries, showings and lease negotiations for the Property in good faith, and exclusively through Broker; c) provide Broker, upon request, relevant financial information to assure Tenant's ability to obtain a lease, and notify Broker promptly of any changes to such information; d) agrees to work exclusively with Broker and not with other real estate professionals or owners with respect to viewing properties and to refer to Broker all inquiries from any other real estate professional, owner or any other source; and e) represents Tenant is not a party to any active, exclusive or non-exclusive tenant representation agreements.

Tenant shall not enter into any other tenant representation agreement for the Property during the Term of Agreement.

7. POTENTIAL FOR DUAL AGENCY. In certain circumstances, Dual Agency may occur. This happens when a landlord of real property is also represented by the Broker, or by a licensee in the same Brokerage Firm, representing the Tenant. In such cases, the Broker shall disclose the Dual Agency situation to the Tenant. At the time of disclosure, Tenant can consent to Dual Agency by executing the New York State Agency Disclosure Form which defines the concept of Disclosed Dual Agency or Tenant and Broker could dissolve their relationship. If the Tenant consents to Dual Agency at the time of disclosure, the Broker may collect professional services fees from the landlord or other parties for professional services Broker provides to landlord, and such compensation will be disclosed to Tenant.

The parties acknowledge that the Tenant has been presented with a New York State Agency Disclosure Form which defines the concept of Disclosed Dual Agency.

8. ADVICE ON TECHNICAL MATTERS. The Broker will not counsel Tenant on legal matters, home inspections, public health, surveying, tax, financial or other technical matters outside the scope of the Broker's expertise. Broker has recommended to Tenant that Tenant 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.

9. 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 Tenant in full compliance with local, State and Federal Fair Housing laws against discrimination involving any and all classes protected by said laws. The parties acknowledge that the Tenant has been presented with the New York State Housing and Anti-Discrimination Disclosure Form.

10. OTHER POTENTIAL TENANTS. Tenant acknowledges that Broker may represent multiple tenants interested in leasing the same Property as Tenant. In the event any individual Broker's agent who is working with the Tenant represents another tenant interested in the Property, that agent shall have the obligation to inform Tenant that another offer has or is being submitted by that same agent on behalf of another tenant.

11. AUDIO VIDEO RECORDING. Tenant is advised that some landlords use audio or video surveillance to monitor and/or record conversations. Tenant should not have conversations in any Property that they do not want the landlord to overhear.

12. ADDITIONAL TERMS.

13. POTENTIAL DISPUTES. The Parties acknowledge that any dispute concerning the terms and conditions of this Agreement that cannot be reasonably resolved between them can be submitted to voluntary mediation proceedings conducted in accordance with the rules of the local REALTOR® Association. Mediation fees and costs, if any, shall be divided equally among the Parties involved.

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 attorneys' fees, costs and related expenses.

BY SIGNING BELOW, Tenant and Broker agree to the terms set forth in this Agreement.

Tenant 1:

Signature: _____ Print Name: _____ Date: _____
 Telephone: _____ Email: _____

Tenant 2:

Signature: _____ Print Name: _____ Date: _____
 Telephone: _____ Email: _____

Broker:

Signature: _____ Firm Name: _____
 Print Name: _____ Telephone: _____
 Email: _____
 Broker License #: _____ Agent License #: _____ Date: _____

