

## EXCLUSIVE RIGHT TO REPRESENT TENANT AGREEMENT

This Exclusive Right to Represent Tenant Agreement (“Agreement”) is made on \_\_\_\_\_ (“Date”) by and between \_\_\_\_\_ (“Tenant”) and (Insert Firm Name) \_\_\_\_\_ (“Broker”).

1. **APPOINTMENT OF BROKER.** In consideration of services provided by Broker and described in this Agreement, Broker is hereby granted the right to represent Tenant in the leasing of real property.
2. **TENANT’S REPRESENTATIONS.** Tenant represents that as of the commencement date of this Agreement, Tenant is not a party to a tenant representation agreement with any other brokerage firm. Tenant further represents that Tenant has disclosed to Broker information about any properties that Tenant has previously visited at any rental communities or “open houses,” or that Tenant has been shown by any other real estate associate(s) in any area where Tenant seeks to lease property under this Agreement.
3. **NOTICES.** All notifications and amendments under this Agreement shall be in writing and shall be delivered using the contact information below.

### **Tenant**

Mailing Address: \_\_\_\_\_  
City, State, and ZIP Code: \_\_\_\_\_  
Phone: (H) \_\_\_\_\_ (W) \_\_\_\_\_ (Cell) \_\_\_\_\_  
Email: \_\_\_\_\_ Fax: \_\_\_\_\_

### **Broker (Firm)**

Mailing Address: \_\_\_\_\_  
City, State, and ZIP Code: \_\_\_\_\_  
Phone: (W) \_\_\_\_\_ (Cell) \_\_\_\_\_  
Email: \_\_\_\_\_ Fax: \_\_\_\_\_

4. **TERM AND TERMINATION.** This Agreement commences when signed and, subject to the COMPENSATION paragraph, terminates at 11:59 p.m. on \_\_\_\_\_ (“Expiration Date”). Either party may terminate this Agreement prior to the Expiration Date by delivering \_\_\_ days advance notice to the other. In the event Tenant wishes to terminate this Agreement prior to the Expiration Date, Tenant shall compensate Broker \$ \_\_\_\_\_ (“Early Termination Fee”).
5. **BROKER’S DUTIES.** Broker shall promote the interests of Tenant by: (a) performing the terms of the brokerage agreement; (b) seeking a lease at a price and terms acceptable to Tenant; (c) presenting in a timely manner all written applications or counteroffers to and from Tenant; (d) disclosing to Tenant all material facts related to the property or concerning the transaction of which they have actual knowledge; and (e) accounting for in a timely manner all money and property received in which Tenant has or may have an interest. Unless otherwise provided by law or Tenant consents in writing to the release of the information, Broker shall maintain the confidentiality of all personal and financial information and other matters identified as confidential by Tenant, if that information is received from Tenant during the brokerage relationship. In satisfying these duties, Broker shall exercise ordinary care, comply with all applicable laws and regulations, treat all prospective landlords honestly and not knowingly give them false information. In addition, Broker may: show the same property to other tenants; represent other tenants on the same or different properties; represent landlords relative to other properties; or provide assistance to a landlord or prospective

landlord by performing ministerial acts that are not inconsistent with Broker's duties under this Agreement.

6. **TENANT'S DUTIES.** Tenant shall: (a) work exclusively with Broker during the term of this Agreement; (b) pay Broker, directly or indirectly, the compensation set forth below; (c) comply with the reasonable requests of Broker to supply any pertinent financial or personal data needed to fulfill the terms of this Agreement; and (d) be available during Broker's regular working hours to view properties.

Tenant is advised against and assumes responsibility for taking, posting, publishing or displaying any photo or video recording of any property without first obtaining landlord's prior written consent. Tenant hereby releases and holds harmless Broker, Broker's designated agents, sales associates and employees from any liability which may result therefrom. Tenant also acknowledges that landlord may have a video and/or audio recording system in the property, even if prior disclosure is not made.

7. **PURPOSE.** Tenant is retaining Broker for the leasing of the following type of real property: \_\_\_\_\_

8. **COMPENSATION.**

A. **Retainer Fee.** Broker acknowledges receipt of a retainer fee in the amount of \$\_\_\_\_\_, which  shall **OR**  shall not be subtracted from any compensation due Broker under this Agreement. The retainer fee is non-refundable and is earned when paid.

B. **Payment.** Tenant shall pay compensation in the amount of \_\_\_\_\_ ("Broker's Fee") to Broker if Tenant enters into a lease for real property during the term of this Agreement and any time thereafter. In most cases, the landlord pays Broker's Fee, but in the event landlord does not pay any or all of this amount due, Tenant hereby agrees to pay any and all remaining Broker's Fee due to the Tenant's Broker. Broker may retain any additional compensation offered by the landlord or landlord's representative, even if this causes the compensation paid to Broker to exceed the fees specified above.

Broker's Fee, shall also be earned, due and payable under either of the following circumstances whether the transaction is consummated through the services of Broker or otherwise:

1. If, within \_\_\_\_\_ days after expiration or termination of this Agreement, Tenant enters into a lease for real property, unless Tenant has entered into a subsequent "Exclusive Right to Represent Tenant" agreement with another real estate broker; **OR**
2. If, having entered into a lease for real property during the term of this Agreement, Tenant defaults under the terms of that lease.

In addition to the Broker's Fee, an additional fee of \$\_\_\_\_\_ will be collected from Tenant payable to Broker at the time Tenant takes possession of the property.

Any obligation incurred under this Agreement on the part of Tenant to pay Broker's Fee shall survive the term of this Agreement.

9. **RELOCATION PROGRAM.** Tenant is participating in any type of relocation program  Yes **OR**  No. If "Yes": (a) the program is named: \_\_\_\_\_  
Contact Name \_\_\_\_\_ Contact Information \_\_\_\_\_ and  
(b) terms of the program are: \_\_\_\_\_

If “No” or Tenant has failed to list a specific relocation program, then Broker shall have no obligation to cooperate with or compensate any undisclosed program.

## 10. TYPES OF REAL ESTATE REPRESENTATION – DISCLOSURE AND INFORMED CONSENT.

**Landlord representation** occurs when landlords contract to use the services of their own broker (known as a listing agent) to act on their behalf.

**Tenant representation** occurs by virtue of this Agreement to use Broker’s services. (Note: Broker may assist a landlord or prospective landlord by performing ministerial acts that are not inconsistent with Broker’s duties as Tenant’s agent under this Agreement.)

**Designated representation** occurs when a tenant and landlord in one transaction are represented by different leasing associate(s) affiliated with the same broker. Each of these leasing associates, known as a designated representative, represents fully the interests of a different client in the same transaction. Designated representatives are not dual representatives if each represents only the tenant or only the landlord in a specific real estate transaction. In the event of designated representatives, each representative shall be bound by client confidentiality requirements, set forth in the BROKER’S DUTIES paragraph. The broker remains a dual representative.

Tenant does not consent to designated representation thus Tenant does not allow Broker to show properties owned by a landlord represented by this Broker through another designated representative associated with the firm. **OR**

Tenant consents to designated representation and allows Broker to show properties owned by a landlord represented by this Broker through another designated representative associated with the firm.

**Dual representation** occurs when the same broker and the same leasing associate represent both the tenant and landlord in one transaction. In the event of dual representation, the broker shall be bound by confidentiality requirements for each client, set forth in the BROKER’S DUTIES paragraph.

Tenant does not consent to dual representation thus Tenant does not allow Broker to show properties owned by a landlord represented by this Broker through the same representative. **OR**

Tenant does consent to dual representation thus Tenant does allow Broker to show properties owned by a landlord represented by this Broker through the same representative.

**An additional disclosure is required before designated or dual representation is to occur for a specific transaction.**

**11. COMPLIANCE WITH FAIR HOUSING LAWS.** Property shall be shown and made available without regard to race, color, religion, sex, handicap, familial status or national origin as well as all classes protected by the laws of the United States, the Commonwealth of Virginia and applicable local jurisdictions, or by the REALTOR® Code of Ethics.

**12. ATTORNEYS’ FEES.** If any Party breaches this Agreement and a non-breaching Party retains legal counsel to enforce its rights hereunder, the non-breaching Party shall be entitled to recover against the breaching Party, in addition to any other damages recoverable against any breaching Party, all of its reasonable Legal Expenses incurred in enforcing its right under this Agreement, whether or not suit is filed, and in obtaining, enforcing and/or defending any judgment related thereto. Should any tribunal of competent jurisdiction determine that more than one Party to the dispute has breached this Agreement, then all such breaching Parties shall bear their own costs, unless the tribunal determines that one or more of the Parties is a “Substantially Prevailing Party,” in

which case any such Substantially Prevailing Party shall be entitled to recover from any of the breaching Parties, in addition to any other damages recoverable against any breaching Party, all of its reasonable Legal Expenses incurred in enforcing its rights under this Agreement, whether or not suit is filed, and in obtaining, enforcing and/or defending any judgment related thereto. "Party" as used in this paragraph includes any third-party beneficiary identified herein. "Legal Expenses" as used in this paragraph includes attorneys' fees, court costs, and litigation expenses, if any, including, but not limited to, expert witness fees and court reporter fees.

13. The Tenant  does **OR**  does not hold an active or inactive real estate license.

14. **DISCLAIMER.** Tenant acknowledges that Broker is being retained solely as a real estate agent and not as an attorney, tax advisor, lender, appraiser, surveyor, structural engineer, mold or air quality expert, home inspector or other professional service provider. Tenant is advised to seek professional advice concerning the condition of the property or concerning legal and tax matters. Tenant should exercise whatever due diligence Tenant deems necessary with respect to information on any sexual offenders registered under Chapter 9 of Title 9.1 of the Code of Virginia. Such information may be obtained by contacting your local police department or the Department of State Police Central Criminal Records Exchange, at (804)674-2000 or <http://sex-offender.vsp.virginia.gov/sor/>

15. **SERVICE PROVIDER REFERRALS.** Broker or Broker's sales associates may refer a service provider to assist Tenant in this transaction. This referral is not an endorsement, guarantee or warranty as to the quality, cost and/or timeliness of the services to be provided. Tenant is advised to independently investigate all options for service providers and consider whether any service provider will work effectively with Tenant. Tenant is free to reject any referred service provider for any or no reason.

16. **MISCELLANEOUS.** This Agreement, any exhibits and any addenda signed by the parties constitute the entire agreement between the parties and supersedes any other written or oral agreements between the parties. This Agreement can only be modified in writing when signed by both parties. The laws of Virginia shall govern the validity, interpretation and enforcement of this Agreement.

17. **OTHER PROVISIONS.** \_\_\_\_\_  
\_\_\_\_\_

**(NOTE: Tenant should consult with Broker before visiting any rental properties or contacting any landlords or other real estate associates representing landlords, to avoid the possibility of confusion over the brokerage relationship and misunderstandings about liability for compensation.)**

\_\_\_\_\_/\_\_\_\_\_  
Date      Tenant

\_\_\_\_\_/\_\_\_\_\_  
Date      Broker/Leasing Manager

\_\_\_\_\_/\_\_\_\_\_  
Date      Tenant

\_\_\_\_\_/\_\_\_\_\_  
Date      Tenant

\_\_\_\_\_/\_\_\_\_\_  
Date      Tenant

\*\*\*\*\*

**Leasing Associate Contact Information**

Associate (Tenant’s Agent): \_\_\_\_\_

Team Name (if applicable): \_\_\_\_\_

Phone: (W) \_\_\_\_\_ (Cell) \_\_\_\_\_

Email: \_\_\_\_\_ (Fax) \_\_\_\_\_

**Supervising Broker Contact Information**

Broker Name: \_\_\_\_\_

Phone: (W) \_\_\_\_\_ (Cell) \_\_\_\_\_

Email: \_\_\_\_\_ Fax: \_\_\_\_\_

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