

## 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 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 Agreement, Tenant is not a party to a tenant representation agreement with any other brokerage firm for real property in Virginia. 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 Agreement.

**PURPOSE.** Tenant is retaining Broker to lease the following type of property in Virginia:

\_\_\_\_\_.

3. **NOTICES.** All notifications and amendments under Agreement will be in writing and will 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.** Agreement commences when signed and, subject to the COMPENSATION paragraph, terminates at 11:59 p.m. on \_\_\_\_\_ (“Expiration Date”) (if left blank, Agreement automatically terminates 90 days after Agreement Date). In the event Tenant wishes to terminate Agreement prior to the Expiration Date, Tenant will deliver written notice to terminate the Agency Relationship between the Parties. The Parties will then execute a Release of Brokerage Representation Agreement to terminate the Brokerage Relationship between the Parties. Should termination be without good cause, Tenant will pay Broker \$ \_\_\_\_\_ as an early termination fee prior to executing the Release of Brokerage Representation Agreement, in addition to any compensation otherwise due pursuant to Agreement.
5. **BROKER’S DUTIES.** Broker will 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 will 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 will 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 Agreement.

6. **TENANT'S DUTIES.** Tenant will: (a) work exclusively with Broker during the term of Agreement; (b) pay Broker, directly or indirectly, the compensation set forth below; (c) timely comply with the reasonable requests of Broker to supply any pertinent financial or personal data needed to fulfill the terms of Agreement; (d) cooperate with Broker and facilitate Broker's duties, including, but not limited to, being available during Broker's regular working hours to view properties; and (e) comply with local, state, and federal law(s) pertaining to this transaction.

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. **COMPENSATION.**

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

B. **Broker Fee.** Tenant will pay compensation in the amount of  \_\_\_\_\_% of the first full month's rent OR  \$ \_\_\_\_\_ ("Broker Fee") to Broker if Tenant enters into a lease for any real property during the term of Agreement and any time thereafter. Tenant is responsible for payment of Broker Fee at ratification of the lease. If Broker receives any compensation from landlord or landlord's representative for services covered by Agreement, that amount will be credited toward Tenant's obligation to pay Broker Fee. 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 Fee, will 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 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 Agreement, Tenant defaults under the terms of that lease.

Any obligation incurred under Agreement on the part of Tenant to pay Broker Fee will survive the term of Agreement.

*Broker's compensation and the sharing of compensation between brokers are fully negotiable and are not fixed, controlled, recommended, or suggested by law or any multiple listing service or association of REALTORS®.*

C. **Broker Service Fee.** Tenant will pay Broker an additional flat fee of \_\_\_\_\_ as Broker Service Fee ("Broker Service Fee").

**D. Property Types.** Tenant agrees to the terms of this paragraph when entering into any lease for any type of real property, including but not limited to new home construction, off-market listings, properties for rent by owners, and the like.

**8. RELOCATION PROGRAM.** Tenant is participating in 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 will have no obligation to cooperate with or compensate any undisclosed program.

**9. TYPES OF REAL ESTATE REPRESENTATION – DISCLOSURE & 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 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 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 will 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 will 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.**

**10. COMPLIANCE WITH FAIR HOUSING LAWS.** Property will 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.

## 11. TENANT DEFAULT.

**A. Tenant Default.** In the event of Tenant breach as set forth herein, such shall constitute Tenant default and will serve as good cause for Broker to terminate Agreement. Upon such breach, Broker may, at Broker's option, provide Tenant a Notice to Terminate Brokerage Representation Agreement. Upon Delivery of Notice, the Agency Relationship between the Parties will cease. Both parties will subsequently and immediately execute a Release of Brokerage Representation to terminate the Brokerage Relationship between the Parties and all respective rights and obligations of the Parties arising under Agreement will terminate, exclusive of Broker's duties in this Paragraph. If the Tenant refuses to execute the Release when requested to do so in writing and a court finds that Tenant should have executed the Release, Tenant will pay the expenses, including, without limitation, reasonable attorney's fees and costs, incurred by Broker in any litigation regarding this matter.

**B. Broker Duties Upon Termination.** In the event Broker terminates Agreement prior to the expiration of Agreement, Broker will promptly deliver to Tenant copies of all leases and other instruments entered into on behalf of Buyer. Broker may retain copies of such contracts and instruments for Broker's records.

**12. ATTORNEYS' FEES.** If any Party breaches Agreement and a non-breaching Party retains legal counsel to enforce its rights hereunder, the non-breaching Party will 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 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 Agreement, then all such breaching Parties will 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 will 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 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. DEFINITIONS.

**A.** "Agency Relationship" means the relationship in which a real estate licensee acts for or represents a person as an agent by such person's express authority in a real estate transaction.

**B.** "Brokerage Relationship" means the contractual relationship between a client and a real estate licensee based on the terms, provisions, conditions, duties, and responsibilities of this Agreement.

## 15. DISCLAIMERS.

**A. Professional Services.** 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, solar panel expert, or other professional service provider. Broker can counsel on real estate matters, but if Buyer desires legal advice, Tenant is advised to seek legal

counsel. Tenant is advised to seek appropriate professional advice concerning the property condition, tax, property insurance and legal matters.

**B. Megan’s Law.** 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/>

**C. 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.** 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. Agreement can only be modified in writing when signed by both parties. The laws of Virginia will govern the validity, interpretation and enforcement of 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

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**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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