

Exclusive Tenant Brokerage Agreement – Commercial

1 **1. PARTIES:** _____ (“**Tenant**”) grants **brokerage**
2 _____ (“**Broker**”)

3 *Real Estate Broker/Office*

4 the exclusive right to work with and assist **Tenant** in locating and negotiating the acquisition of suitable real
5 property as described below. The term “acquire” or “acquisition” includes any purchase, option, exchange,
6 lease or other acquisition of an ownership or equity interest in real property.

7 **2. TERM:** The Agreement will begin on _____ and will terminate at 11:59 p.m. on
8 _____ (“**Termination Date**”).

9 **3. PROPERTY:** **Tenant** is interested in acquiring real property as follows or as acceptable to **Tenant** (“**Property**”):

- 10 a. **Type of Property:** _____
11 b. **Location:** _____
12 c. **Rental Rate:** _____
13 d. **Preferred Terms and Conditions:** _____
14 _____
15 _____

16 **4. BROKER’S OBLIGATIONS:**

- 17 a. **Broker Assistance. Broker** will
18 i. use **Broker’s** professional knowledge and skills;
19 ii. assist **Tenant** in determining financial capability, property requirements and locating and
20 viewing suitable properties, including registering **Tenant** with owners of property, if applicable;
21 iii. assist **Tenant** in negotiating the terms and conditions for the acquisition of **Property**;
22 iv. cooperate with real estate licensees working with the owner, if any, to affect a transaction.
23 **Tenant** understands that even if **Broker** is compensated by an owner or real estate licensee
24 who is working with an owner, such compensation does not compromise **Broker’s** duties to
25 **Tenant**.
26 b. **Other Tenants. Tenant** understands that **Broker** may work with other prospective tenants who want
27 to acquire the same property as **Tenant**. If **Broker** submits offers by competing tenants, **Broker** will
28 notify **Tenant** that a competing offer has been made, but will not disclose any of the offer’s material
29 terms or conditions. **Tenant** agrees that **Broker** may make competing tenants aware of the existence
30 of any offer **Tenant** makes, so long as **Broker** does not reveal any material terms or conditions of the
31 offer without **Tenant’s** prior written consent.
32 c. **Service Providers. Broker** does not warrant or guarantee products or services provided by any third
33 party whom **Broker**, at **Tenant’s** request, refers or recommends to **Tenant** in connection with **Property**
34 acquisition.

35 **5. TENANT’S OBLIGATIONS:** **Tenant** agrees to cooperate with **Broker** in accomplishing the objectives of this
36 Agreement, including:

- 37 a. Conducting all negotiations and efforts to locate suitable property only through **Broker** and referring to
38 **Broker** all inquiries of any kind from real estate licensees, property owners or any other source. If
39 **Tenant** contacts or is contacted by an owner or a real estate licensee who is working with an owner or
40 views property unaccompanied by **Broker**, **Tenant** will, at first opportunity, advise the owner or real
41 estate licensee that **Tenant** is working with and represented exclusively by **Broker**.
42 b. Providing **Broker** with accurate personal and financial information requested by **Broker** in connection
43 with ensuring **Tenant’s** ability to acquire property. **Tenant** authorizes **Broker** to run a credit check to
44 verify **Tenant’s** credit information.
45 c. Being available to meet with **Broker** at reasonable times for consultations and to view properties.
46 d. Indemnifying and holding **Broker** harmless from and against all losses, damages, costs and expenses
47 of any kind, including attorney’s fees and costs, and from liability to any person, that **Broker** incurs
48 because of acting on **Tenant’s** behalf.
49 e. Consulting an appropriate professional for legal, tax, environmental, engineering, foreign reporting
50 requirements and other specialized advice.

Tenant (____) (____) and Broker/Sales Authorized Associate (____) (____) acknowledge receipt of a copy of this page, which is Page
1 of 3.

- 51 **6. RETAINER:** Upon final execution of this Agreement, **Tenant** will pay to **Broker** a non-refundable retainer fee of
52 \$ _____ for **Broker's** services ("Retainer"). This fee is non-refundable and will will not be
53 credited to **Tenant** if compensation is earned by **Broker** as specified in this agreement.
- 54 **7. COMPENSATION:** **Brokerage commissions are not set by law and are fully negotiable.** **Broker's**
55 compensation is earned when, during the term of this Agreement or any renewal or extension, **Tenant** or any
56 person on behalf of **Tenant** contracts to acquire real property as specified in this Agreement. **Tenant** will be
57 responsible for paying **Broker** the amount specified below ~~plus any applicable taxes~~ but will be credited with any
58 amount which **Broker** receives from a landlord or real estate licensee who is working with a landlord.
- 59 **a. Purchase or exchange:** \$ _____ or _____ % (select only one); or \$ _____ or
60 _____ % plus \$ _____ (select only one) of the total purchase price or other consideration
61 for the acquired property, to be paid at closing.
- 62 **b. Lease:** \$ _____ or _____ % (select only one); or \$ _____ or _____ %
63 plus \$ _____ (select only one) of the net aggregate rent. If **Tenant** enters a lease-purchase
64 agreement, the amount of the leasing fee which **Broker** receives will be credited toward the amount
65 due **Broker** for the purchase.
- 66 **c. Option:** **Broker** will be paid \$ _____ or _____ % of the option amount (select only one), to
67 be paid when **Tenant** enters into the option agreement. If **Tenant** enters into a lease with option to
68 purchase, **Broker** will be compensated for both the lease and the option. If **Tenant** subsequently
69 exercises the option, the amounts received by **Broker** for the lease and option will be credited towards
70 the amount due **Broker** for the purchase.
- 71 **d.** see attached custom commission rider
- 72 **e. Other:** _____
73 _____
74 _____
- 75 **f. Broker** will be compensated for all other types of acquisitions as if such acquisition were a purchase
76 or exchange.
- 77 **8. PROTECTION PERIOD:** **Tenant** will pay **Broker's** compensation if, within _____ days after Termination
78 Date, **Tenant** contracts to acquire any property which was called to **Tenant's** attention by **Broker** or any other
79 person or found by **Tenant** during the term of this Agreement. **Tenant's** obligation to pay **Broker's** fee ceases
80 upon **Tenant** entering into a good faith exclusive tenant brokerage agreement with another broker after
81 Termination Date.
- 82 **9. EARLY TERMINATION:** **Tenant** may terminate this Agreement at any time by written notice to **Broker**, but will
83 remain responsible for paying **Broker's** compensation if, from the early termination date to the Termination Date
84 plus Protection Period, if applicable, **Tenant** contracts to acquire any property which, prior to the early
85 termination date, was found by **Tenant** or called to **Tenant's** attention by **Broker** or any other person. **Broker**
86 may terminate this Agreement at any time by written notice to **Tenant**, in which event **Tenant** will be released
87 from all further obligations under this Agreement.
- 88 **10. DISPUTE RESOLUTION:** This Agreement will be construed under Florida law and the venue for any dispute
89 shall be _____ County (the County where the Property is located, if left blank). All disputes
90 between **Broker** and **Tenant** based on this Agreement or its breach will be mediated under the rules of the
91 American Arbitration Association or other mediator agreed upon by the parties. Mediation is a process in which
92 parties attempt to resolve a dispute by submitting it to an impartial mediator who facilitates the resolution of the
93 dispute but who is not empowered to impose a settlement on the parties. The parties will equally divide the
94 mediation fee, if any. In any litigation based on this Agreement, the prevailing party will be entitled to recover
95 reasonable attorneys' fees and costs at all levels, unless the parties agree that disputes will be settled by
96 arbitration as follows:
- 97 **Arbitration:** By initialing in the space provided, Tenant (_____) (_____), ~~Listing Associate (_____) and Listing~~
98 ~~Broker~~ **or Authorized Associate** (_____) agree that disputes not resolved by mediation will be settled by
99 neutral binding arbitration in the county in which the Property is located in accordance with the rules of the
100 American Arbitration Association or other arbitrator agreed upon by the parties. Each party to any arbitration
101 (or litigation to enforce the arbitration provision of this agreement or an arbitration award) will pay its own fees,
102 costs and expenses, including attorneys' fees at all levels, and will equally split the arbitrators' fees and
103 administrative fees of arbitration.
- 104 **11. COMMERCIAL LIEN ACT DISCLOSURE:** The Florida Commercial Real Estate Leasing Commission Lien Act
105 provides that when a broker has earned a commission by performing licensed services under a brokerage

Tenant (_____) (_____) and Broker/~~Sales Authorized~~ Associate (_____) (_____) acknowledge receipt of a copy of this page, which is Page 2 of 3.

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agreement with you, the broker may claim a lien against your interest in the property for the broker's commission. The broker's lien rights under the act cannot be waived before the commission is earned.

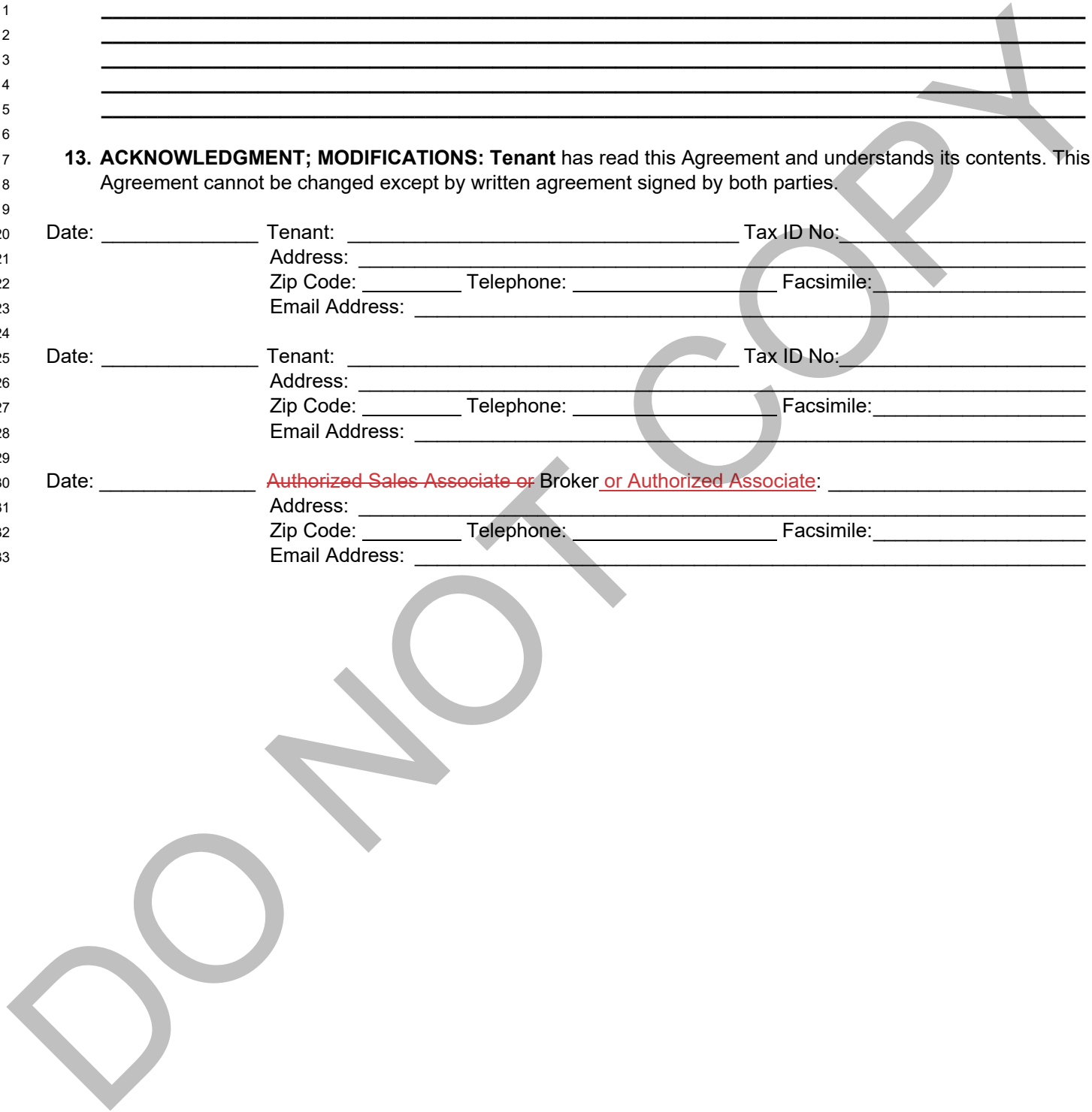
12. SPECIAL CLAUSES: _____

13. ACKNOWLEDGMENT; MODIFICATIONS: Tenant has read this Agreement and understands its contents. This Agreement cannot be changed except by written agreement signed by both parties.

Date: _____ Tenant: _____ Tax ID No: _____
Address: _____
Zip Code: _____ Telephone: _____ Facsimile: _____
Email Address: _____

Date: _____ Tenant: _____ Tax ID No: _____
Address: _____
Zip Code: _____ Telephone: _____ Facsimile: _____
Email Address: _____

Date: _____ ~~Authorized Sales Associate or Broker~~ or Authorized Associate: _____
Address: _____
Zip Code: _____ Telephone: _____ Facsimile: _____
Email Address: _____



Tenant (____) (____) and Broker/~~Sales~~Authorized Associate (____) (____) acknowledge receipt of a copy of this page, which is Page 3 of 3.