

This is a legally binding contract; if not understood seek advice from an attorney.
BROKER SERVICES AGREEMENT WITH TENANT

Broker: _____ ("Broker")

Broker's Address: _____

Tenant: _____ ("Tenant")

Tenant's Address: _____

1. PURPOSE. Tenant has employed the services of Broker to assist Tenant in leasing real estate, as more particularly described in Paragraph 2. Broker's services shall include, but not be limited to, consulting with Tenant regarding particular properties and the availability of property for lease; formulating leasing strategies and lease agreements and receiving delivery of any offers made by Tenant and accepted by Owner.

2. PROPERTY. Tenant desires to lease real property meeting the following criteria (type, price range, geographical location, etc.):

3. BROKER. Tenant agrees that during the term of this Agreement any and all inquiries and/or negotiations relating to the leasing by Tenant of any Desired Property shall be through Broker.

4. TERM/CANCELLATION. This Agreement is entered into this _____ day of _____. This Agreement shall expire on _____. This Agreement may be canceled only by the mutual consent of the parties in writing.

5. COMPENSATION OF BROKER. Tenant and Broker agree that Broker shall first seek payment of its fee from the Owner. If the fee cannot be obtained from said Owner in whole or in part, Tenant will pay Broker the amount of fee specified herein. In consideration of the services to be performed by Broker, Tenant agrees to pay Broker as follows: In the event Tenant contracts to lease the Desired Property, Tenant will pay Broker a Commission equal to _____. The Commission is due and payable upon execution of the lease. The Commission 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 _____ days after the expiration or other termination of this Agreement, if the property leased was presented to Tenant through the services of Broker.

6. RETAINER FEE. Upon the signing of this Contract, Tenant(s) shall prepay Broker \$_____, which amount shall be considered a deposit towards the compensation described herein. The balance of all other fees earned by Broker under this Agreement will be paid in cash upon execution of lease on any property leased or contracted for lease during the term of this Agreement. Broker will credit Tenant for the deposit at the time of payment of above commission. In all other circumstances, the prepayment shall be considered as a non-refundable retainer fee earned by the Broker.

7. DISCLOSURE OF BROKER'S ROLE. Broker's relationship with Tenant and duties under that relationship as provided under the *Broker Relationship Act* are set out in the attached *Broker/Tenant Relationship Addendum*. At the time of any initial contact, Broker shall inform all prospective Owners and their Brokers, of the relationship Broker has with Tenant and that Broker shall be paid by the transaction. In the event Broker has previously worked with an Owner of a particular piece of property,

Tenant

Broker

Broker will preserve any confidential information obtained during that prior brokerage relationship and will not use such confidential information to the detriment of the Owner. Tenant acknowledges and agrees that the preservation of this confidential information shall not constitute a breach of any duty owed by Broker to Tenant.

8. OTHER POTENTIAL TENANTS. Tenant understands that other potential Tenants may consider, make offers on, or lease through Broker the same or similar properties as Tenant seeks to acquire. Tenant consents to Broker's relationship with such potential Tenants before, during and after the expiration of this Agreement. Broker shall not, however, disclose to Tenant the material terms of any pending offer for the lease of said property nor shall Broker reveal or discuss with other of its Tenants the material terms of any offer made by Tenant hereunder.

9. COST OF SERVICES OR PRODUCTS OBTAINED FROM OUTSIDE SOURCES. Broker will not obtain or order products or services from outside sources without the prior consent of Tenant. Tenant agrees to pay all costs for products or services so obtained.

10. INDEMNIFICATION OF BROKER. Tenant agrees to indemnify Broker and to hold Broker harmless on account of any and all costs or damages arising out of this Agreement, provided Broker is not at fault, including, but not limited to attorneys' fees reasonably incurred by Broker.

11. NON-DISCRIMINATION. It is agreed by Broker and Tenant, parties to this Agreement, that as required by law, discrimination because of religion, race, color, national origin, age, sex, handicap, or familial status, by said parties in respect to the purchase of the Desired Property is prohibited.

12. CONDITION OF PROPERTY. Tenant is not relying on Broker to determine the suitability of any Desired Property for the Tenant's purposes or regarding the environmental or other condition of the Desired Property. Broker shall not be obligated to discover latent defects in the Desired Property or to advise on matters outside of the scope of his/her real estate license. Broker hereby advises Tenant to seek legal, tax and other professional advice relating to any proposed real estate transaction. Broker does not make any representation or warranty with respect to the advisability of, or the legal effect of, any transaction contemplated by Tenant and shall cooperate fully with any legal counsel of Tenant's choice. Broker is not an expert in matters relating to law, tax, financing, surveying, structural condition, hazardous materials, engineering or other highly specialized areas, and Tenant is encouraged to seek expert assistance in these areas.

13. 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.

14. SPECIAL CONDITIONS.

15. DISCLOSURE. Tenant acknowledges that prior to signing this Agreement, Tenant received and read a copy of the *For Lease for Tenants and Landlords* guide, prepared by the Greater Tulsa Association of REALTORS, which explains: (i) options the Tenant/Owner has; (ii) obligations the Tenant/Owner has; and (iii) the relationship of the Brokers.

16. RECEIPT. Tenant has read this Agreement and acknowledges receipt of a completed copy of this Agreement.

This Agreement made and executed this ____ day of _____.

Broker:

Tenant:

By _____

Phone No. _____

Phone No. _____