



EXCLUSIVE TENANT REPRESENTATION AGREEMENT

BROKERAGE

TENANT NAME

MANAGING BROKER NAME

TENANT NAME

DESIGNATED AGENT NAME

In consideration of the agreement with Brokerage to designate a licensee associated with Brokerage to act as the legal agent of Tenant for the purpose of identifying and negotiating to acquire a leasehold interest in real estate for Tenant, Tenant hereby grants to Brokerage the exclusive right to represent Tenant in such acquisition under the terms and provisions of this Exclusive Tenant Representation Agreement.

1. Representation: Managing Broker designates and Tenant accepts _____

("Designated Agent") as the only legal agent of Tenant for the purpose of representing Tenant in the acquisition of a leasehold interest in real estate. Tenant understands and agrees that neither Managing Broker nor any other licensees associated with Brokerage (except as provided herein) will be acting as legal agent of Tenant. The duties owed to Tenant as referred in the Illinois Real Estate License Act of 2000, as amended, will only be owed to Tenant by the Designated Agent. The Managing Broker and the Designated Agent will have only those duties to the Tenant as are required by statute. Managing Broker reserves the right to appoint additional or substitute designated agent(s) for Tenant as Managing Broker deems necessary. Tenant shall be advised within a reasonable time of any such appointment.

Tenant represents that Tenant has not entered into any Exclusive Tenant Representation Agreement that is currently in effect. Tenant understands that if Tenant acquires a leasehold interest in any property, whether through the efforts of Tenant, another Brokerage or through the efforts of anyone else, Tenant will be obligated to compensate Brokerage as provided herein. This Exclusive Tenant Representation Agreement shall be effective for the following area: _____

2. Term: This Agreement shall be effective until 11:59 p.m. on _____, _____ when it shall then terminate. This Agreement is irrevocable and can be terminated prior to the termination date only by written agreement of the parties. If within 30 days after the termination of this Agreement (the "protection period"), Tenant acquires a leasehold interest in any real estate to which Tenant was introduced by Designated Agent, then Tenant agrees to pay Brokerage the compensation provided for herein. However, no compensation will be due to Brokerage if, during this protection period, Tenant enters into a new Exclusive Tenant Representation Agreement with another brokerage.

Tenant Initials: _____ / _____

THE PARTIES UNDERSTAND AND AGREE THAT IT IS ILLEGAL FOR EITHER OF THEM TO DISCRIMINATE AGAINST ANY PROSPECTIVE SELLER OR LESSOR ON THE BASIS OF RACE, AGE, COLOR, RELIGION, SEX, ANCESTRY, ORDER OF PROTECTION STATUS, MARITAL STATUS, PHYSICAL OR MENTAL HANDICAP, FAMILIAL STATUS, NATIONAL ORIGIN, SEXUAL ORIENTATION, MILITARY STATUS, DISHONORABLE DISCHARGE FROM THE MILITARY SERVICE, OR ANY OTHER CLASS PROTECTED BY THE ILLINOIS HUMAN RIGHTS ACT. THE PARTIES AGREE TO COMPLY WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL FAIR HOUSING LAWS.

3. Designated Agent Duties:

- (a) To use Designated Agent's best efforts to identify properties listed in the multiple listing service that meet the Tenant's general specifications relating to location, price, features and amenities.
- (b) To arrange for inspections of properties identified by Tenant as potentially appropriate for a leasehold interest in real estate.
- (c) To advise Tenant as to the rental pricing of comparable real estate.
- (d) To assist Tenant in the negotiation of a contract acceptable to Tenant for the acquisition of a leasehold interest in real estate.
- (e) To provide reasonable safeguards for confidential information that Tenant discloses to Designated Agent.
- (f) The Tenant is hereby notified and advised of the possibility that landlord or landlords' representatives may not treat the existence, terms or conditions of offers as confidential unless confidentiality is required by law, by regulation or by any confidentiality agreement between the parties.

4. Managing Broker Duties:

- (a) To provide through Tenant's Designated Agent, those brokerage services set forth in Section 15-75 of the Illinois Real Estate License Act of 2000, as amended.
- (b) To assist and advise Designated Agent as necessary in Designated Agent's work on Tenant's behalf.
- (c) To make the Brokerage or Managing Broker, available to consult with Designated Agent as to Tenant's negotiations for the acquisition of a leasehold interest in real estate, who will maintain the confidence of Tenant's confidential information.
- (d) To make other licensees associated with Brokerage aware of Tenant's general specifications for real estate.
- (e) As needed, to designate one or more additional or substitute licensees as Designated Agents of Tenant.

5. Tenant's Duties:

- (a) To provide Designated Agent with Tenant's general specifications for the real estate Tenant is seeking.
- (b) To work exclusively with Designated Agent to identify and acquire a leasehold interest in real estate during the time that this Agreement is in force.
- (c) To supply relevant financial information that may be necessary to permit Designated Agent to fulfill Agent's obligations under this Agreement.
- (d) To be available upon reasonable notice and at reasonable hours to inspect properties that seem to meet Tenant's specifications.
- (e) To pay Brokerage according to the terms specified in this Agreement.

6. Possible Dual Agency: The above-named Designated Agent (hereinafter sometimes referred to as "Licensee") may undertake a dual representation (represent both the seller or landlord and the buyer or tenant) for the sale or lease of the Property. Tenant acknowledges he was informed of the possibility of this type of representation. Before signing this document, Tenant must read the following:

Representing more than one party to a transaction presents a conflict of interest, since both clients may rely upon Licensee's advice and the clients' respective interests may be averse to each other. Licensee will undertake this representation only with the written consent of ALL clients in the transaction. Any agreement between the clients as to a final contract price and other terms is a result of negotiations between the clients acting in their own best interests and on their own behalf. Tenant acknowledges that Licensee has explained the implications of dual representation, including the risks involved, and understands that he has been advised to seek independent advice from advisors or attorneys before signing any documents in this transaction.

WHAT A LICENSEE CAN DO FOR CLIENTS WHEN ACTING AS A DUAL AGENT:

1. Treat all clients honestly.
2. Provide information about the Property to the buyer or tenant.
3. Disclose all latent material defects in the Property that are known to Licensee.
4. Disclose financial qualification of the buyer or tenant to the seller or landlord.
5. Explain real estate terms.
6. Help the buyer or tenant to arrange for property inspections.
7. Explain closing costs and procedures.
8. Help the tenant compare financing alternatives.
9. Provide information about comparable properties that have sold so both clients may make educated decisions on what price to accept or offer.

WHAT A LICENSEE CANNOT DISCLOSE TO CLIENTS WHEN ACTING AS A DUAL AGENT:

1. Confidential information that Licensee may know about the clients, without the client's permission.
2. The price or terms the seller or landlord will take other than the listing price without permission of the seller or landlord.
3. The price or terms the buyer or tenant is willing to pay without permission of the Buyer or Tenant.
4. A recommended or suggested price or terms the Buyer or Tenant should offer.
5. A recommended or suggested price or terms the seller or landlord should counter with or accept.

If Tenant is uncomfortable with this disclosure and dual representation, please let Licensee know. Tenant is not required to accept this section unless Tenant wants to allow the Licensee to proceed as a Dual Agent in this transaction.

☐

YES

☐

NO

(_____/_____)

(Tenant(s) Initials)

By checking "Yes" and initialing, Tenant acknowledges that Tenant has read and understands this section and voluntarily consents to the Licensee acting as a Dual Agent (that is, to representing BOTH the seller or landlord and the buyer or tenant should that become necessary.

7. Representing Other Tenants: Tenant understands that Designated Agent has no duty to represent only Tenant, and that 110 Designated Agent may represent other prospective tenants who may be interested in acquiring a leasehold interest in the same property or properties that Tenant is interested in acquiring. Tenant expressly waives any claims, including but not limited to, breach of statutory duty or breach of contract based solely upon Brokerage's or Tenant's Designated Agent's representation of another tenant who may be seeking to acquire a leasehold interest in the same property as the Tenant.

8. Previous Representation: Tenant understands that Brokerage and/or Designated Agent may have previously represented the landlord from whom Tenant wishes to lease property. During that representation, Brokerage and/or Designated Agent may have learned material information about the landlord that is considered confidential. Under the law, neither Brokerage nor Designated Agent may disclose any such confidential information to Tenant even though Brokerage and Designated Agent now represent Tenant.

9. Compensation: The Parties expect that Tenant's Brokerage commission will be paid by the landlord or landlord's brokerage pursuant to an offer of compensation. However, if Tenant's Brokerage is not compensated by landlord or landlord's brokerage, or if the amount of compensation paid by landlord or landlord's brokerage is not at least \$400.00, then Tenant agrees to pay Tenant's Brokerage the difference between \$400.00, and what landlord or landlord's brokerage actually paid to Tenant's Brokerage. This section applies if Tenant enters into a contract to acquire a leasehold interest in real estate during the term of this Agreement or the protection period, and such contract results in a fully executed lease, at which time compensation described above shall be due and payable.

10. Minimum Standards: Illinois Real Estate License Act of 2000, as amended, provides that all exclusive brokerage agreements must specify that the sponsoring broker, through one or more sponsored licensees, must provide at a minimum, the following services: (1) accept delivery of and present to the client offers and counter offers to buy, sell, or lease the client's property or the property the client seeks to purchase or lease; (2) assist the client in developing, communicating, negotiating, and presenting offers, counter offers, and notices that relate to the offers and counter offers until a lease or purchase agreement is signed and all contingencies are satisfied or waived; and (3) answer the client's questions relating to the offers, counter offers, notices, and contingencies.

11. Disclaimer: Tenant acknowledges that Brokerage and Designated Agent are being retained solely as real estate professionals, and not as attorneys, tax advisors, surveyors, structural engineers, home inspectors, environmental consultants, architects, contractors, or other professional service providers. Tenant understands that such other professional service providers are available to render advice or services to Tenant, if desired, at Tenant's expense.

12. Costs of Third Party Services or Products: Tenant agrees to reimburse Managing Broker immediately when payment is due and amounts paid by Managing Broker on behalf of Tenant for the cost of any products or services furnished by outside sources.

13. Indemnification of Managing Broker: Tenant agrees to indemnify Managing Broker and Designated Agent and to hold Managing Broker and Designated Agent harmless from all claims, disputes or litigation and all judgments, loss, damage, cost or expense, including attorneys' fees incurred by Managing Broker or Designated Agent, arising out of this Agreement, or the collection of fees or commission due Managing Broker pursuant to the terms and conditions of this Agreement or arising out of any misstatements or misinformation provided Managing Broker and/or Designated Agent by Tenant. In no case shall Brokerage or Designated Agent be obligated to advance funds for the benefit of Tenant in order to complete an acquisition of a leasehold interest in real estate.

14. Assignment by Tenants: No assignment of Tenant's interest under this Agreement and no assignment of rights in real property obtained for Tenant pursuant to this Agreement shall operate to defeat any of Brokerage's rights under this Exclusive Tenant Representation Agreement.

15. Modification of this Agreement: No modification of any of the terms of this Agreement shall be valid or binding upon the parties or entitled to enforcement unless such modification has first been reduced to writing and signed by the parties.

16. Entire Agreement: This Agreement constitutes the entire agreement between the parties relating to the subject thereof, and any prior agreements pertaining hereto, whether oral or written have been merged and integrated into this Agreement.

17. Arbitration: Any controversy or claim arising out of, or relating to, this Agreement or the breach thereof, shall be mediated in accordance with the rules then pertaining of the American Arbitration Association, Chicago, Illinois.



MANAGING BROKER (Print)

TENANT (Signature)

MANAGING BROKER (Signature)

DATE

DATE

TENANT (Signature)

DESIGNATED AGENT (Signature)

DATE

DATE

Current Address (required)

Office Address

Phone

Office Phone

Email

Designated Agent Email

Other Phone