



**VIRGINIA REALTORS®**  
**EXCLUSIVE RIGHT TO REPRESENT TENANT**



(This is a legally binding contract, if not understood, seek competent advice before signing)

This AGREEMENT made as of \_\_\_\_\_, by and between \_\_\_\_\_  
\_\_\_\_\_ ("Tenant");  
and \_\_\_\_\_ ("Broker"), provides:

1. In consideration of the mutual covenants contained in this Agreement, Tenant hereby appoints Broker to represent Tenant in the rental of real property. Tenant is retaining Broker to acquire the following specific property or type of property: \_\_\_\_\_.
2. **TERM:** This Agreement shall commence on \_\_\_\_\_ and terminate at midnight on \_\_\_\_\_.
3. **COMPENSATION:** In consideration of the time and effort expended by Broker on behalf of Tenant, and in further consideration of the advice and counsel provided to Tenant, Tenant shall pay compensation (the "Fee") to Broker as described below. The Fee, less the retainer fee, if any, shall be earned, due and payable under any of these circumstances whether the transaction is consummated through the services of Broker or otherwise:
  - (a) If Tenant enters into a contract to lease real property during the term of this Agreement;  
OR
  - (b) If, within \_\_\_\_\_ days after expiration or termination of this Agreement, Tenant enters into a lease for real property that has been described to or shown to Tenant by Broker during the term of this Agreement, unless Tenant has entered into a subsequent exclusive right to represent tenant agreement with another real estate broker; OR
  - (c) If, having entered into a lease for real property during the term of this Agreement, Tenant defaults under the terms of that lease.

The Fee shall be \_\_\_\_\_. If the landlord or the landlord's representative offers compensation to Broker, then Tenant authorizes Broker to receive such compensation and the amount of such compensation shall be credited against Tenant's obligation to pay the Fee. Any amount paid by a listing firm or landlord that exceeds the Fee shall be earned as additional compensation to Broker.

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

4. **RETAINER FEE:** Broker acknowledges receipt of a retainer fee in the amount of \$\_\_\_\_\_ which ☐ shall OR ☐ shall not be subtracted from any compensation due to Broker under this Agreement. The retainer is non-refundable and is earned when paid.
5. **TENANT'S DUTIES:** Tenant shall: work exclusively with Broker during the term of this Agreement; pay Broker, directly or indirectly, the compensation set forth above; comply with the reasonable requests of Broker to supply any pertinent financial or personal data needed to fulfill the terms of this Agreement; be available during Broker's regular working hours to view properties; disclose to Broker information about any properties that Tenant has previously visited at any rental properties.
6. **BROKER'S DUTIES:** Broker is representing Tenant as a standard agent. Broker shall promote the interests of Tenant by: performing the terms of the brokerage agreement;

seeking a lease at a price and terms acceptable to Tenant; presenting in a timely manner all written offers or counteroffers to and from Tenant; disclosing to Tenant all material facts related to the property or concerning the transaction of which they have actual knowledge; 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 the Broker's duties under this Agreement.

7. **RELOCATION PROGRAM:** Tenant ☐ is OR ☐ is not participating in any type of employee relocation program.

If participating, the program is named: \_\_\_\_\_

Contact # \_\_\_\_\_

and terms of the program are: \_\_\_\_\_

If not participating, or Tenant has failed to list a specific employee relocation program, then Broker shall have no obligation to cooperate with or compensate any undisclosed program.

8. **DUAL/DESIGNATED AGENTS:** Tenant acknowledges that Broker may represent landlords of property as a listing agent, and certain properties listed by Broker may be of interest to Tenant. Tenant authorizes Broker to bring to Tenant's attention any properties listed by Broker which may suit Tenant's needs and hereby instructs Broker to inform Tenant at the time of its representation of the landlord. If Tenant elects to view or consider property listed by Broker and to make an offer to lease such property, then dual agency by the Broker will exist, and Broker must either obtain the written consent of Tenant and Broker's landlord client to: (i) assign different licensees of Broker as designated agents to represent Tenant and landlord; or (ii) act as a dual agent for Tenant and landlord in the same transaction. Under Virginia law, designated agents shall not be considered dual agents and shall not be limited in their ability to represent the client to whom they are designated in the transaction. The principal or supervising broker who is supervising the transaction is considered a dual agent of both Tenant and landlord, and such broker's ability to represent both clients will be limited. Broker shall not disclose to either client or such client's designated agent any information that has been given to Broker by the other client within the confidence and trust of the brokerage relationship, unless the disclosure is required by law or consented to in writing by the affected party. In dual agency, there is a limitation on Broker's ability to represent either Tenant or landlord fully and exclusively. Paragraph 9 of this Agreement contains a disclosure explaining more fully the roles and responsibilities of Tenant, a landlord and the agent in a dual agency. Broker shall request Tenant's consent to act as a dual agent if Tenant desires to make an offer to lease on a property listed by Broker and Tenant agrees that before making an offer to lease on any property listed by Broker, Tenant will enter into a written consent to a dual agency on the part of Broker.

9. **DISCLOSURE REGARDING DUAL AGENCY:** If Tenant is shown a property listed by Broker and/or makes an offer on such property, and Broker has not designated agents to represent Tenant and the landlord, Broker and all of Broker's licensees will be acting as the

agent for both the landlord and Tenant in the transaction. In such a transaction, Broker will remain impartial to the landlord and Tenant. Tenant agrees that Broker shall not be liable to either party for refusing or failing to disclose information which, in the sole discretion of Broker, would harm one party's bargaining position and would benefit the other party. Broker cannot disclose or advise either Tenant or landlord as to (i) the terms to offer or accept in any offer or counteroffer, (ii) the suitability of the property, its condition (other than to make any disclosures as required by law of any licensee representing a landlord), or (iii) any dispute that arises relating to the transaction. If the landlord and Tenant do not enter into an agreement for the lease of the landlord's property, such dual agency shall terminate. Tenant acknowledges the implications of Broker's dual agency, including the limitation on Broker's ability to represent the landlord or Tenant fully and exclusively. Tenant understands that Tenant may seek independent legal counsel or engage another real estate licensee at Tenant's sole expense in order to assist with any matter relating to a lease agreement or to the transaction that is the subject matter of a lease agreement. If Tenant engages legal counsel and/or another real estate licensee, Broker shall: (i) continue to act as a dual agent with the consent of Tenant; or (ii) terminate Broker's representation of Tenant by written notice to Tenant only with respect to the property listed by Broker in which Tenant has made an offer, but in either choice of (i) or (ii) above, Broker shall be entitled to the Fee set forth in Paragraph 3 unless otherwise agreed to by Broker. Provided Broker has acted in accordance with its obligations under this Agreement, Broker shall not be liable for any claims, damages, losses, expenses or liabilities arising from Broker's role as dual agent. Tenant shall have a duty to protect its own interests and should read any lease agreement carefully to insure that it accurately sets forth terms Tenant wants included in the lease agreement. If acting as a dual agent, Broker will: treat the landlord and Tenant honestly; disclose material facts about the property that are known to Broker as required by law; assist in the preparation of the lease agreement; and work diligently to facilitate the rental.

**10. 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 23 (§19.2-387 et. seq.) of Title 19.2. 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 [www.vsp.state.va.us](http://www.vsp.state.va.us).

**11. RECORDINGS WITHIN THE PROPERTY:** Prior to photographing, videographing or videotelephoning the property without prior written permission of the landlord, Tenant should speak with an attorney. Tenant should be aware that the landlord may have a security system that records or allows for remote monitoring of the property, including recording or broadcasting audio. Landlords may be able to listen to conversations in their properties and Tenant should be aware that any discussions of negotiation strategies held in the property may not be confidential. Tenant hereby releases Broker, buyer agent and employees from any liability which may result from any recording in the property.

**12. MISCELLANEOUS:**

(a) Tenant is advised that because some tenants may employ the services of landlord agents or representatives, Tenant should not disclose any confidential information to prospective landlords or to real estate licensees other than Broker.

- (b) This Agreement is intended solely to define the relationship between Tenant and Broker. This Agreement does not confer upon Broker the power or authority to either make or accept an offer or counteroffer to lease property. Property may be leased only by a written agreement executed by Tenant, or by an attorney-in-fact for Tenant under a written power of attorney.
- (c) This Agreement may not be modified or changed except by written instrument executed by the parties, and it shall be construed, interpreted, and applied according to the laws of the Commonwealth of Virginia. It shall be binding upon and shall inure to the benefits of the heirs, personal representatives, successors, and/or assigns of the parties.
- (d) Tenant understands that Tenant has the right to choose an attorney to prepare the lease for the property or otherwise to represent Tenant in connection with the rental of the property.
- (e) In the sale, purchase, exchange, rental or lease of real property, Broker has the responsibility to offer equal service to all clients and prospects and shall not discriminate on the basis of any protected class under Federal, state or local law or the REALTOR® Code of Ethics.

**13. OTHER TERMS:** \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

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

**TENANT**

**BROKER**

\_\_\_\_\_  
/

Date Tenant

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
/

Date Tenant

By: \_\_\_\_\_

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

Date: \_\_\_\_\_

\_\_\_\_\_  
/

Date Tenant

\_\_\_\_\_  
/

Date Tenant

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

Supervising Broker Contact Information: \_\_\_\_\_

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