

**EXCLUSIVE COMMERCIAL REAL ESTATE  
BUYER/TENANT REPRESENTATION AGREEMENT**



This Exclusive Buyer/Tenant Commercial Representation Agreement (“Agreement”) is made effective the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between \_\_\_\_\_ (“Client”) and \_\_\_\_\_ (“Broker”).

1. **Term/Exclusiveness.** Client hires Broker as Client’s sole and exclusive real estate broker and agent for a period commencing on \_\_\_\_\_, 20\_\_\_\_, and terminating at midnight on \_\_\_\_\_, 20\_\_\_\_, to locate commercial property for its purchase or lease in the following geographic area: \_\_\_\_\_.
2. **Broker Duty.** Broker shall:
  - A. use reasonably best efforts in locating commercial property meeting Client’s preference;
  - B. shall negotiate the terms for the purchase or lease of the property as directed by Client; and
  - C. assist Client in reducing transaction terms to writing by using an association or similarly prepared form.
3. **Client Representations.** For the term of this Agreement:
  - A. Client will exclusively use Broker to locate suitable commercial property in the geographic area and to negotiate/present offers for the lease or purchase of the property;
  - B. Client will refer to Broker all inquiries to Client from any person or entity concerning the purchase or lease of commercial property in the geographic area for Broker’s handling; and
  - C. Client shall inform the source of any contact of Client about a property that Client is bound by this Agreement.
  - D. Client is not a party to a representation agreement with any other entity or person.
4. **Fee To Broker.** Broker is entitled to a fee of \$ \_\_\_\_\_ or \_\_\_\_\_ % of the total sale price if property is purchased, or \$ \_\_\_\_\_ or \_\_\_\_\_ % of the aggregate rent for the term if property is leased. Payment of the fee shall be satisfied first from any compensation offered by the listing broker or seller/lessor. Broker will attempt to negotiate payment of the fee by seller or lessor. Client is responsible for payment of that portion of the Broker fee not paid at closing by another source.

Payment of Broker fee is due at closing of a purchase, and for a lease upon lease execution
5. **Competing Clients.** Client acknowledges that Broker may represent other clients seeking to purchase or lease properties that may meet Client’s criteria. Client agrees that Broker may, during the term of this Agreement or after its termination, represent such other clients, show the same properties to other clients as shown to the Client, and act as a real estate agent for other prospective clients in negotiations for the purchase or lease of the same properties Client may seek to purchase or lease. If Broker submits offers by competing clients for the purchase or lease of the same property Client has offered or stands ready to offer to purchase or lease, Broker will notify Client of the conflicting offers, but will not disclose any material terms or conditions of any offers made by competing clients.
6. **Protection Period.** In addition, any options, proposals, offers, contracts, or leases for or considered by Client within \_\_\_\_\_ days after the expiration of the Agreement, with respect to properties which Broker

has introduced or shown to Client during the Agreement, shall only be made through Broker. Broker will provide notice to Client with a list of such properties no later than 15 calendar days following expiration or termination of this Agreement. Broker's right to a fee pursuant to Paragraph 4 above remains in effect.

7. **Authority.** Each of the undersigned persons as designated has the legal capacity and authority to bind Client and Broker to this Agreement.

8. **Intermediary Relationship. (check one):**

- Authorized:** Client authorizes Broker to show Client properties which Broker has listed. If Client wishes to purchase or lease any property listed by Broker, Client authorizes Broker to act as an intermediary between Client and the seller or landlord, and Broker will appoint one of its licensed agents to assist Client and another of its agents to assist seller or landlord in the transaction.
- Not Authorized:** Client does not authorize Broker to act as an intermediary. Client agrees that Broker will not show to Client any properties listed by Broker.

**A broker and any broker or sales agent appointed to act as an intermediary may not:**

- A. **disclose to the buyer or tenant that the seller or landlord will accept a price less than the asking price, unless otherwise instructed in a separate writing by the seller or landlord;**
- B. **disclose to the seller or landlord that the buyer or tenant will pay a price greater than the price submitted in a written offer to the seller or landlord, unless otherwise instructed in a separate writing by the buyer or tenant;**
- C. **disclose any confidential information or any information a party specifically instructs the broker or sales agent in writing not to disclose, unless:**
  - (1) **the broker or sales agent is otherwise instructed in a separate writing by the respective party;**
  - (2) **the broker or sales agent is required to disclose the information by this chapter or a court order; or**
  - (3) **the information materially relates to the condition of the property;**
- D. **treat a party to a transaction dishonestly; or**
- E. **violate the Real Estate License Act.**

9. **Sole Agreement.** This Agreement constitutes the entire agreement between the parties and supersedes all prior writings or oral representations. This Agreement may be amended only by a writing clearly setting forth the amendments and signed by the party against whom enforcement is sought.

10. **Notice.** Notices required by this Agreement shall be effective upon a sent email to the below email address or as specified by subsequent notice.

To Broker:

\_\_\_\_\_  
\_\_\_\_\_

Attn: \_\_\_\_\_

email: \_\_\_\_\_

To Client:

\_\_\_\_\_  
\_\_\_\_\_

Attn: \_\_\_\_\_

email: \_\_\_\_\_

11. Additional Terms.

---

---

---

**Disclaimer: This form is provided as a service of commgate.com. Please have your attorney prepare or review the completed form to ensure that each paragraph is appropriate for the transaction. Commgate.com is not liable to Broker or Client for: your use of the form, the terms of the form or any legal inadequacy with the form.**

AGREED as to all the items set forth herein above by:

**CLIENT**

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

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

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

**BROKER**

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

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

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