Exclusive Tenant Brokerage Agreement – Commercial

1. PARTIES: __________________________________ ("Tenant") gives __________________________________ ("Broker") of __________________________________ Real Estate Broker/Office the exclusive authority to represent and assist Tenant in finding and negotiating the acquisition of suitable real estate. The term "acquire" or "acquisition" refers to any purchase, option, exchange, lease, or other form of obtaining ownership or equity in real property.

2. TERM: This Agreement will start on __________________________ and will end at 11:59 p.m. on __________________________ ("Termination Date").

3. PROPERTY: Tenant is interested in obtaining property with the following criteria or other acceptable alternatives ("Property"):

a. Property Type: ____
b. Location: ____
c. Rental Rate: ____
d. Preferred Terms/Conditions: ____

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4. BROKER'S RESPONSIBILITIES:

Broker's Role. Broker will:

i. Apply professional knowledge and expertise;
ii. Help Tenant evaluate financial capacity, define property requirements, and identify suitable options, including registering Tenant with property owners, if required;
iii. Support Tenant in negotiating the terms and conditions for the Property;
iv. Cooperate with other real estate professionals working with different tenants, if necessary, to complete a transaction.

Tenant acknowledges that Broker may receive compensation from an owner or another real estate professional, but such payment does not change Broker's duties to Tenant.

Multiple Tenants. Tenant understands Broker may also represent other clients interested in similar properties. If multiple offers are submitted, Broker will disclose the existence of competing offers but not their terms unless Tenant consents. Broker does not guarantee acceptance of any specific offer terms.

Third-Party Services. If Broker, at Tenant's request, refers or recommends third-party services, Broker makes no guarantees or warranties regarding the quality or performance of those providers.

5. TENANT'S RESPONSIBILITIES: Tenant agrees to work cooperatively with Broker to achieve the objectives of this Agreement, including:

a. Handling all negotiations and property search efforts only through Broker and referring any inquiries from other real estate professionals, owners, or third parties directly to Broker. If Tenant contacts or is contacted by such parties, Tenant will immediately refer them to Broker.

b. Providing timely and accurate information needed by Broker, including details about financial capacity, objectives, and property needs, and written proof of ability to complete a transaction. Tenant also authorizes Broker to conduct credit checks if necessary.

c. Making themselves available to meet Broker for discussions or property showings at reasonable times.

d. Holding Broker harmless and indemnifying Broker from any losses, damages, expenses, or liabilities (including attorney fees and court costs) arising from Broker's role in assisting Tenant.

e. Seeking independent professional advice regarding legal, tax, environmental, engineering, foreign reporting, or other specialized matters.

6. **RETAINER:** At the time this Agreement is signed, Tenant will pay Broker a non-refundable retainer of $________ for Broker's services ("Retainer"). This amount is non-refundable and ☐ ☐will not be credited toward Broker's compensation if such compensation is earned under this Agreement.

7. **COMPENSATION:** Brokerage fees are fully negotiable and not set by law. Broker will earn compensation as outlined in this Agreement whenever Tenant enters into a contract for property that Broker has introduced or negotiated on Tenant's behalf. Tenant is responsible for paying Broker's compensation for professional services as follows, with any compensation received by Broker from a landlord or property owner credited accordingly:
 a. ☐ **Purchase or Exchange:** $, **or** ***% (choose one); or $_*** **plus** $, or ***% (choose one) of the purchase price or other consideration for the property, payable at closing.***
 b. ☐ ***Lease: $________, or % (choose one); or $*** **plus $__** (choose one) of the total lease value. If Tenant later enters into a lease-purchase agreement, any lease fee already paid to Broker will be credited toward the purchase commission.
 c. ☐ **Option:** Broker will be paid $________, or _______% of the option amount (choose one), due when Tenant signs the option agreement. If the option includes a lease, Broker will be compensated for both the lease and the option. If Tenant exercises the purchase option, lease and option fees paid to Broker will be credited toward the purchase commission.
 d. ☐ See attached custom commission rider.
 e. ☐ Other: ____________________________
 f. Broker will also be compensated for any other type of acquisition as if it were a purchase or exchange.

8. **PROTECTION PERIOD:** If, within ______ days after the Termination Date, Tenant enters into a contract to acquire any property that Broker (or any other party) introduced or brought to Tenant's attention during the term of this Agreement, Tenant will still owe Broker's compensation. Tenant's obligation ends if, after the Termination Date, Tenant signs a new exclusive tenant-broker agreement with another broker.

9. **EARLY TERMINATION:** Tenant may end this Agreement at any time by giving written notice to Broker, but Tenant will remain responsible for Broker's compensation if, between that termination date and the Termination Date (plus any applicable Protection Period), Tenant contracts to acquire a property that Broker (or another party) introduced during this Agreement. Broker may also terminate this Agreement at any time by giving written notice to Tenant. In either case, termination is effective as of the date of written notice and is not retroactive.

10. **DISPUTE RESOLUTION:** This Agreement will be governed by the laws of the state where the property is located. Any disputes between Tenant and Broker will first be submitted to mediation in ________ County (defaulting to the property's county if left blank). Mediation will be conducted through the local Association, the American Arbitration Association, or another mutually agreed provider. The parties will equally share the mediation costs. If mediation is unsuccessful, either party may pursue litigation. The prevailing party in litigation will be entitled to reasonable attorney's fees and costs at all levels, unless the parties have agreed in advance to binding arbitration:
 ☐ **Arbitration:** Tenant (**), Broker (**), and Broker/Authorized Associate (______) agree that unresolved disputes after mediation will be submitted to binding arbitration under the same process. The arbitrator's decision may be entered in a court of law. Arbitration costs will be shared equally unless the arbitrator determines one party acted unreasonably, in which case costs may be reassigned.

11. **COMMERCIAL LIEN ACT DISCLOSURE:** Under the Florida Commercial Real Estate Leasing Commission Lien Act, a broker earns a commission by performing licensed real estate services under a brokerage ☐ agreement.

If you enter into this agreement, the broker may place a lien against your interest in the property to secure payment of the broker's commission. The broker's lien rights under the act cannot be waived until the commission has been earned.

12. SPECIAL PROVISIONS:

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13. ACKNOWLEDGMENT; AMENDMENTS: The Tenant acknowledges having read and understood this Agreement. No changes to this Agreement shall be valid unless made in writing and signed by both parties.

Date: ________________ Tenant: _______________________________________ Tax ID No: ________________
Address: ____
Zip Code: __________ Phone: ________________ Fax: ________________
Email: ____

Date: ________________ Tenant: _______________________________________ Tax ID No: ________________
Address: ____
Zip Code: __________ Phone: ________________ Fax: ________________
Email: ____

Date: ________________ Broker or Authorized Representative: _______________________________________
Address: ____
Zip Code: __________ Phone: ________________ Fax: ________________
Email: ____