

Agreement for Tenant Representation on a Non-Exclusive Basis

The Tenant consents to collaborate with _____ (Brokerage Company), which will appoint the licensed agent named below, affiliated with the Brokerage Company, to serve as the Tenant's non-exclusive representative. This representative's role is to assist in locating and negotiating the rental or lease of real estate for _____ ("Tenant"). By engaging with the Brokerage Company, the Tenant acknowledges and agrees that the terms outlined herein will govern their relationship:

APPOINTED AGENT(S)

1. Brokerage Company designates _____ ("Tenant's Designated Agent") to act as the Tenant's non-exclusive authorized representative for the purpose of assisting the Tenant in renting or leasing real property.

TERM

2. This agreement becomes effective upon the date it is signed and will remain in effect until 11:59 p.m. on ____, 20_____, at which time it will automatically end. Early termination of this agreement before the specified date can only occur if both parties provide written consent.

PROPERTY-BASED OPTION (_____check if applicable)

3. The Tenant's Appointed Agent will provide non-exclusive assistance to the Tenant solely for the purpose of pursuing the rental or lease of the particular property situated at: _____ (street address of property), for the period of time set forth above in paragraph 2.

RESPONSIBILITIES

4. The Tenant's Appointed Agent agrees to:
 - (a) Make every reasonable effort to locate properties listed on the multiple listing service or other sources specified by the Tenant that align with the Tenant's criteria regarding location, price, features, and amenities.
 - (b) Coordinate property viewings for locations the Tenant identifies as potential rental/lease options.
 - (c) Provide the Tenant with information and guidance about the market pricing of comparable properties.
 - (d) Assist the Tenant in negotiating a rental or lease agreement that meets the Tenant's approval, except when the Appointed Agent is acting as a Disclosed Dual Agent.
 - (e) Take appropriate measures to protect the confidentiality of any sensitive information shared by the Tenant.
 - (f) Other services: _____

5. The Brokerage Company shall:
 - (a) Support and advise the Tenant's Appointed Agent in carrying out their duties on behalf of the Tenant.
 - (b) Ensure that the managing broker or their appointed representative is available to consult with the Tenant's Appointed Agent regarding the Tenant's rental or lease negotiations while keeping the Tenant's confidential information secure unless disclosure is necessary to qualify the Tenant for the rental.
 - (c) Inform other licensees affiliated with the Brokerage Company about the Tenant's general criteria for real estate.
 - (d) When appropriate, appoint one or more licensees to act as designated agents representing the Tenant.
6. The Tenant agrees to:
 - (a) Collaborate with the Tenant's Appointed Agent to find rental properties throughout the duration of this agreement.
 - (b) Provide any necessary financial details required for the Tenant's Appointed Agent to perform their duties and for the Tenant to meet their contractual responsibilities.
 - (c) Be available, with reasonable notice, during appropriate hours to visit properties that align with the Tenant's criteria.

PAYMENT FOR SERVICES

**NOTICE: THE BROKERAGE COMPANY'S FEES ARE NOT GOVERNED BY LAW AND
CAN BE COMPLETELY NEGOTIATED.**

7. Select One

- ☐ The Tenant agrees to compensate the Brokerage Company a fixed fee of \$_____ for services related to the Tenant's rental or lease of real estate.
- ☐ Tenant agrees to pay Brokerage Company _____% of the ☐monthly, ☐annual, or ☐other _____ rental/lease amount as payment for services rendered in connection with the Tenant's rental or lease of real estate.
- ☐ The Tenant agrees to compensate the Brokerage Company as outlined here (describe in clear and measurable terms)

This clause is applicable if the Tenant signs a rental agreement for real estate within the duration of this contract. Compensation must be paid by the time the Tenant takes possession of the property. Any changes to this provision, including adjustments to the payment owed to the Brokerage Company, must be made through a written agreement signed by both parties.

**THE BROKERAGE COMPANY SHALL NOT ACCEPT PAYMENT FROM ANY PARTY IN
AN AMOUNT OR AT A RATE HIGHER THAN WHAT HAS BEEN AGREED UPON
WITH THE TENANT.**

REPRESENTATION OF ADDITIONAL TENANTS:

8. The Tenant's Appointed Agent is not obligated to represent solely the Tenant and may also represent other potential tenants interested in renting or leasing the same property or properties as the Tenant, in accordance with the Illinois Real Estate License Act concerning simultaneous offers.

REFERRAL TO OTHER EXPERTS

9. The Brokerage Company and the Tenant's Appointed Agent are engaged exclusively as real estate professionals and do not serve as legal counsel, tax consultants, surveyors, structural engineers, home inspectors, environmental specialists, architects, contractors, or providers of other specialized services. Tenant may seek advice or services from such professionals independently, at Tenant's own cost, if desired.

TENANT'S COMMITMENT TO AVOID EXCLUSIVE AGREEMENTS

10. The Tenant agrees not to enter into an exclusive tenant representation contract with any other brokerage firm while this Agreement is in effect.

PRIOR REPRESENTATION

11. The Tenant acknowledges that the Brokerage Company and/or the Designated Agent might have formerly represented the property's lessor, from whom the Tenant intends to lease or purchase. During that prior representation, the Brokerage Company and/or Designated Agent may have obtained confidential, material information about the lessor. By law, neither the Brokerage Company nor the Designated Agent is allowed to reveal any such confidential information to the Tenant.

PROHIBITION OF ILLEGAL DISCRIMINATION

12. BOTH PARTIES ACKNOWLEDGE AND AGREE THAT IT IS UNLAWFUL FOR EITHER PARTY TO REFUSE TO SHOW, RENT, LEASE, OR SELL THE SELLER'S PROPERTY TO ANY INDIVIDUAL BASED ON RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN, ANCESTRY, AGE, ORDER OF PROTECTION STATUS, MARITAL STATUS, PHYSICAL OR MENTAL DISABILITY, MILITARY STATUS, SEXUAL ORIENTATION, GENDER IDENTITY, DISHONORABLE DISCHARGE FROM MILITARY SERVICE, FAMILIAL STATUS, IMMIGRATION STATUS, SOURCE OF INCOME, ARREST RECORD, OR ANY OTHER CATEGORY PROTECTED UNDER ARTICLE 3 OF THE ILLINOIS HUMAN RIGHTS ACT. BOTH PARTIES COMMIT TO ADHERING TO ALL RELEVANT FEDERAL, STATE, AND LOCAL FAIR HOUSING LAWS.

Tenant: _____

Brokerage Company

Tenant: _____

By _____

Date: _____

Authorized Signer