

Non-Exclusive Agreement for Tenant Representation

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

DESIGNATED REPRESENTATIVE(S)

1. Brokerage Company designates _____ ("Tenant's Designated Agent") as the non-exclusive authorized agent(s) of the Tenant, tasked with representing the Tenant in matters related to renting or leasing real estate.

DURATION

2. This agreement will be effective from the date of signatures until 11:59 p.m. on ____, 20____, at which time it will automatically expire. Early termination of this agreement before the stated date is only possible through mutual written consent of both parties.

PROPERTY SPECIFIC OPTION (____check if applicable)

3. The Tenant's Designated Agent shall provide assistance to the Tenant on a non-exclusive basis solely to pursue renting or leasing the particular property located at:

_____(street address of property),
for the duration outlined in paragraph 2 above.

RESPONSIBILITIES

4. The Tenant's Designated Agent agrees to:
 - (a) Make every effort to locate properties through 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 potentially suitable for rental or lease.
 - (c) Provide guidance to the Tenant on the pricing of comparable properties.
 - (d) Support the Tenant in negotiating a rental or lease agreement that meets the Tenant's approval, except when the Designated Agent is serving as a Disclosed Dual Agent.
 - (e) Take appropriate measures to protect any confidential information the Tenant shares with the Tenant's Designated Agent.
 - (f) Other services: _____

5. The Brokerage Company agrees to:
 - (a) Offer support and guidance to the Tenant's Designated Agent in carrying out their responsibilities on behalf of the Tenant.
 - (b) Ensure that the managing broker or an appointed representative is available to advise the Tenant's Designated Agent during the Tenant's rental or lease negotiations, maintaining the confidentiality of the Tenant's private information unless disclosure is necessary for Tenant qualification.
 - (c) Inform other licensees affiliated with the Brokerage Company about the Tenant's general criteria for the desired real estate.
 - (d) When appropriate, appoint one or more licensees as designated agents representing the Tenant.
6. The Tenant agrees to:
 - (a) Collaborate with the Tenant's Designated Agent to locate rental properties throughout the duration of this agreement.
 - (b) Provide any financial details needed to enable the Tenant's Designated Agent to perform their duties and for the Tenant to meet their contractual responsibilities.
 - (c) Be available, with reasonable notice, at reasonable times to visit properties that appear to match the Tenant's requirements.

PAYMENT FOR SERVICES

**NOTICE: THE COMPENSATION PAID TO THE BROKERAGE COMPANY IS NOT
GOVERNED BY LAW AND CAN BE COMPLETELY
NEGOTIATED.**

7. Select One

- ☐ Tenant agrees to compensate Brokerage Company with a fixed fee of \$_____ for services rendered in connection with Tenant's rental or lease of real estate.
- ☐ Tenant agrees to pay Brokerage Company _____% of the ☐ monthly, ☐ annual, or
☐ other _____ rental/lease as payment for services provided in Tenant's rental or leasing of property.
- ☐ Tenant agrees to remunerate Brokerage Company according to the following terms (please specify in clear, measurable terms)

This provision 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 clause, including the amount of compensation 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 Designated Agent is not obligated to exclusively represent the Tenant and may also represent other potential tenants interested in renting or leasing the same

property or properties. This is subject to compliance with the Illinois Real Estate License Act concerning simultaneous offers.

REFERRAL TO OTHER PROFESSIONALS

9. The Brokerage Company and the Tenant's Designated Agent are engaged solely as real estate specialists and do not provide legal, tax, surveying, structural engineering, home inspection, environmental consulting, architectural, contracting, or other professional services. If Tenant desires such services, they may obtain them from qualified professionals at Tenant's own cost.

TENANT AGREEMENT TO AVOID EXCLUSIVE REPRESENTATION

10. The Tenant agrees not to enter into an exclusive tenant representation agreement with any other brokerage firm during the term of this Agreement.

PRIOR REPRESENTATION

11. Tenant acknowledges that the Brokerage Company and/or the Designated Agent may have previously represented the lessor from whom Tenant intends to lease or purchase the property. During that prior representation, the Brokerage Company and/or Designated Agent may have acquired confidential material information about the lessor. By law, neither the Brokerage Company nor the Designated Agent is permitted to disclose such confidential information to the Tenant.

PROHIBITION OF DISCRIMINATION

12. BOTH PARTIES UNDERSTAND AND AGREE THAT IT IS UNLAWFUL TO REFUSE TO SHOW, RENT, OR SELL THE PROPERTY BASED ON RACE, COLOR, RELIGION, GENDER, NATIONAL ORIGIN, ANCESTRY, AGE, PROTECTIVE ORDER STATUS, MARITAL STATUS, PHYSICAL OR MENTAL DISABILITY, MILITARY STATUS, SEXUAL ORIENTATION, GENDER IDENTITY, UNFAVORABLE MILITARY DISCHARGE, FAMILY STATUS, IMMIGRATION STATUS, SOURCE OF INCOME, ARREST RECORD, OR ANY OTHER CLASSIFICATION 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