Prospective Tenant Retainer Agreement

1. **PARTIES:** The undersigned Prospective Tenant ("Tenant") agrees to engage the services of ____________________________ ("Broker") to assist in locating and securing suitable real property. The term "acquisition" shall include purchase, option, exchange, lease, or any other method of obtaining an interest in real property.

2. **TERM:** This Agreement will commence on ____________________________ and shall expire at 11:59 p.m. on ____________________________.

3. **BROKER'S RESPONSIBILITIES:** Broker agrees to:

- Apply professional knowledge and expertise;
- Review Tenant's requirements and assist in locating and showing suitable properties;
- Cooperate with other licensed real estate professionals, if applicable, to aid Tenant in acquiring an interest in real property.

4. **FAIR HOUSING:** Broker complies with the Fair Housing Act and will not engage in or support discrimination based on race, color, sex, disability, familial status, national origin, or any other classification protected under federal, state, or local law.

5. **RETAINER:** Upon execution of this Agreement, Tenant shall pay Broker a non-refundable retainer fee of $______________, hereafter referred to as the "Retainer," as compensation for Broker's services. This fee is not applicable toward any commission that may be earned by the Broker in a completed transaction.
Brokerage commissions are not set by law and remain fully negotiable.

6. **FLORIDA STATUTES 475.453:** Tenant acknowledges and agrees that this Retainer is solely for the real estate services described in this Agreement and does not represent payment for a rental information list as defined under Section 475.453, Florida Statutes.

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Prospective Tenant Date

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Prospective Tenant Date

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Broker/Authorized Associate Date