

**EXCLUSIVE RIGHT TO REPRESENT  
TENANT BROKER AGREEMENT**

This Agreement made by and between \_\_\_\_\_  
with offices at \_\_\_\_\_ (hereinafter referred to  
as "BROKER") and the person or persons who are named below and signed this  
Agreement residing at \_\_\_\_\_ (hereinafter  
referred to as "CLIENT").

1. Whenever the term TENANT is used in this Agreement, the same shall be construed to mean the CLIENT who executed the Agreement as well as any other person, firm, limited liability company, corporation or any governmental authority acting for the TENANT or on the TENANT's behalf.

**EXCLUSIVE EMPLOYMENT**

2. The TENANT hereby retains BROKER for the purpose of locating residential real property to be rented by TENANT in the State of New York, in the following locations:

under terms and conditions acceptable to TENANT.

3. The TENANT agrees to work exclusively with the BROKER and agrees not to retain or utilize the services of any other real estate broker or to negotiate directly with any owner/landlord in connection with the rental of residential real property except through or with the assistance of BROKER during the entire term of this Agreement.

4. If the TENANT enters into a contract or agreement to rent residential real property in the aforesaid locations during the term of this contract, the TENANT agrees to pay the BROKER a commission of \$\_\_\_\_\_ or \_\_\_\_\_% of one month's or one year's rent or \_\_\_\_\_ if the property is listed with a broker other than the broker providing services to the tenant under this agreement or \$\_\_\_\_\_ or \_\_\_\_\_% of one month's or one year's rent or \_\_\_\_\_ if the property is not so listed. The BROKER commission stated herein is in addition to any and all amounts, including commissions, that TENANT may owe to the Landlord. The BROKER commission stated herein shall be deemed earned as set forth in Paragraph 5 below.

5. The commission set forth in paragraph 4 above shall be payable by the TENANT to the BROKER in the event the TENANT either signs a written rental

contract or enters into an oral agreement under which the TENANT has either made a deposit which was accepted by the Landlord or has taken occupancy pursuant to renting the residential real property in one of the aforesaid locations prior to the expiration date of this Agreement or within \_\_\_\_\_ days after the expiration of the term of this Agreement where the TENANT was first introduced to said rental property by the BROKER. This paragraph shall not apply if the TENANT has in good faith signed an Exclusive Right to Represent Tenant Broker Agreement with another Broker after the expiration of this Agreement.

6. Client shall pay BROKER a non-refundable fee of \$\_\_\_\_\_ at the time of signing this Agreement which amount shall be credited against any commission due the BROKER hereunder.

7. TENANT and BROKER agree that if the Landlord or the Landlord's Broker offers a fee in the form of a commission, BROKER shall accept said fee from Landlord or Landlord's Broker. TENANT and BROKER also agree that should the fee so obtained be greater than the commission listed in paragraph 4 above, BROKER shall be entitled to retain the entire amount with no further payment from the TENANT. Should the fee so obtained be less than the commission listed in paragraph 4 above, TENANT shall pay BROKER the difference.

8. If the TENANT rents any such property and then purchases the same within twenty-four (24) months of first taking occupancy, then in addition to the commission set forth in Paragraph 4 above, the TENANT agrees to pay an additional commission at the time that the TENANT exercises such option or any successor in interest to the TENANT or assignee of the TENANT exercises such option of \_\_\_\_\_. If the property is listed with a real estate company or licensee, BROKER will accept a fee equal to the fee being offered to cooperating agents, but in no event less than the amount set forth in this Paragraph 8. If such fee, or any portion thereof, is paid by the seller or the seller's agent as a convenience of the transaction, CLIENT will be credited by BROKER for the amount so paid.

### **SERVICES PROVIDED BY BROKER**

9. The BROKER shall only have such duties as are specifically set forth in this Agreement. There are no further representations other than what is stated herein. The BROKER undertakes to do the following:

a. The BROKER's sole and only services are to use reasonable efforts to locate an apartment acceptable to the TENANT, to negotiate a rental amount acceptable to the TENANT, and to be truthful and honest in representations made to the TENANT.

## MISCELLANEOUS

10. TENANT understands that other clients and customers of BROKER may consider, make offers on, or rent through BROKER the same or similar properties as TENANT is seeking to acquire. TENANT consents to BROKER's representation of other tenant clients and customers and understands the right of BROKER to show such same or similar properties to said clients and customers.

11. Dual Agency: BROKER's firm represents both Landlords and Tenants. This means that it is possible that TENANT will want to lease a property owned by a Landlord whom BROKER also represents. A real estate firm or agent may represent more than one party in the same transaction but only with the knowledge and informed consent of all parties for whom the agent acts. This is called "Dual Agency". BROKER shall immediately advise both Landlord and TENANT when a Dual Agency has arisen. When a Dual Agency exists, the following options are available:

(1) The BROKER and TENANT could dissolve their Agency relationship. The TENANT may then seek to retain another broker. This would release the TENANT from any Tenant Broker Agreement which was entered into with the BROKER. BROKER may continue to act as agent for the Landlord.

(2) The BROKER and Landlord could dissolve their Agency relationship. The Landlord may then seek to retain another broker. This would release the Landlord from any listing agreement that was entered into with the BROKER. The BROKER may continue to act as Agent for TENANT.

(3) With fully informed consent, the Landlord and TENANT may elect to continue with the brokerage firm serving as a consensual Dual Agent, which is an exception to the rule that agents serve one principal. As a Dual Agent, the firm and its licensee agents have a duty of fairness to both principals. By mutual agreement the Landlord and TENANT may identify who will negotiate for each principal. For example: (a) the licensee who signed the TENANT as a principal of the brokerage firm may negotiate on behalf of the TENANT principal and (b) the licensee who signed the Landlord as a principal of the firm may negotiate on behalf of the Landlord principal.

12. The parties acknowledge and agree that neither LIBOR nor MSLI are parties to this Agreement and that BROKER is not an agent of either said organizations and has no authority to make any representation, agreement or commitment with respect to either of said organizations.

13. This Agreement may be amended only by an instrument in writing signed by the parties hereto.

14. This Agreement contains the entire understanding of the parties with respect to the subject matter of the Agreement, and it supersedes all prior understandings and

agreements, whether written or oral, and all prior dealings of the parties with respect to the subject matter herein.

15. Governing Law. This Agreement will be governed and construed in accordance with the Law of the State of New York.

16. This Agreement shall commence on \_\_\_\_\_ and terminate at midnight \_\_\_\_\_ days thereafter on \_\_\_\_\_.

**BROKER cannot give legal advice. Read this Agreement carefully. If you do not understand the effect of this Agreement, consult your attorney before signing.**

**IN WITNESS WHEREOF**, the parties have signed this Agreement as of the date first above written.

\_\_\_\_\_  
, BROKER

\_\_\_\_\_  
, TENANT

\_\_\_\_\_  
PRINT BROKER'S NAME

\_\_\_\_\_  
, TENANT

\_\_\_\_\_  
, AGENT

\_\_\_\_\_  
PRINT AGENT'S NAME