

AGENT		
COMPANY		
ADDRESS		
CITY	STATE	ZIP

**EXCLUSIVE RIGHT TO  
REPRESENT TENANT FOR  
RESIDENTIAL RENTAL  
PROPERTY**



*It is recommended that the client be represented by an attorney.*

This Exclusive Right to Represent Tenant (“Agreement”), is by and between

\_\_\_\_\_ (“Client”)

and \_\_\_\_\_ (“Broker”)

and the Broker’s appointed agent \_\_\_\_\_. Client grants the Broker the exclusive right to locate residential rental property and to negotiate the general terms for its lease. The Client acknowledges that the Client is not currently contracted with another Broker for the lease of residential rental property.

This Agreement begins on \_\_\_\_\_ and ends on \_\_\_\_\_ (“Term”). This Agreement may be extended by mutual agreement of the parties in writing.

This Agreement may be cancelled prior to the end of the Term (or any extension thereof) by either party with seven days’ written notice. If Client terminates this Agreement prior to the expiration of the Term (or any extension thereof), Client shall still owe compensation to Broker consistent with the requirements of Section 4 below. Termination of this Agreement by either party shall also terminate any agency relationship without any further requirement. If the Client enters into an agreement to lease before the expiration of this Agreement, the term of this Agreement shall be extended until the final disposition of the transaction.

**1. Broker obligations to the Client:**

The Broker shall provide to the Client the fiduciary duties of loyalty, obedience, confidentiality, accounting and reasonable skill and care. The Broker agrees to assist the Client in locating and negotiating the general lease terms of residential rental property.

- 1.1 Broker shall assist the Client throughout the transaction.
- 1.2 Broker shall act in the Client’s best interest. The Client understands that the Broker may be working with more than one client at any given time and is not prohibited from representing other clients with regard to any residential rental property.

**2. Client’s obligations to the Broker:**

- 2.1 The Client shall work exclusively with the Broker for the lease of residential rental property and will immediately identify themselves as a Client of the Broker at any time when communicating with or viewing residential property, such as (but not limited to) attending an open house, visiting a builder’s model home or construction site, talking with a “for lease by owner” or to any other Broker during the Term of this Agreement.
- 2.2 The Client shall cooperate with the Broker in locating real property. Such cooperation shall include open communication, reasonable availability and providing true, accurate personal and financial information to the Broker which Broker agrees to keep confidential at all times unless the Client specifically authorizes disclosure.

### 3. Compensation of the Broker:

- 3.1 The Client agrees to compensate the Broker as provided for below if the Client or any party acting on behalf of the Client, leases residential real property during the term of this Agreement:

Percentage of the gross amount of the Lease: \_\_\_\_\_

Flat Fee: \_\_\_\_\_

Other: \_\_\_\_\_

Method of compensation not applicable if left blank.

**BROKER COMMISSIONS ARE NOT SET BY LAW AND ARE FULLY NEGOTIABLE AND MAY BE PAID BY THE SELLER, THE BUYER, THE LANDLORD, THE TENANT, OR A THIRD PARTY, OR BY SHARING OR SPLITTING THE FEES AND COMMISSIONS BETWEEN BROKERS.**

- 3.2 The parties agree that the obligation of the Client under this Section may be satisfied in all or part by a lessor of the the property ("Lessor") or Lessor's broker. Any compensation paid by the Lessor or Lessor's broker shall be credited toward the Client's obligations owed under this Agreement. Regardless of the fact that Lessor or Lessor's broker may agree to offer compensation to Broker, the Broker agrees at all times to represent the Client's best interests subject to Broker's Company Policy on Agency, the requirements of Ohio law, and the terms of this Agreement. In particular, Broker agrees that Broker will not refuse to show any property to Client on the basis of any compensation that may be offered by Lessor or Lessor's broker, and agrees not to limit or filter any property search by any compensation that may be offered by Lessor or Lessor's broker, absent request of the Client.

- 3.3 As part of all real estate lease offers, the Broker may request that the Lessor pay Client's Broker's fee due under this Agreement at the time of the settlement of a fully executed lease.

Although Lessor may pay this fee on behalf of the Client, the payment of this, or any, fee by Lessor or Lessor's broker shall not in any way make the Broker in this Agreement the agent or subagent of Lessor.

- 3.4 If the compensation received by Broker from Lessor or Lessor's broker under Section 3.2 is equal to Client's payment obligation under this Agreement, Client's obligation to Broker shall be deemed satisfied. If the compensation received by Broker from Lessor or Lessor's broker under Section 3.2 is less than the full amount of compensation owed by Client under this Agreement, Client shall still be responsible for the payment to Broker of the remaining amount owed.

- 3.5 Broker shall not receive compensation from Lessor, Lessor's broker, or any other third-party in excess of the amount owed under Section 3.2.

**CLIENT RECOGNIZES THAT THEY ARE ULTIMATELY RESPONSIBLE FOR PAYING THE BROKER ANY AMOUNTS OWED UNDER THIS AGREEMENT SUBJECT TO ANY OFFSET PERMITTED UNDER THIS SECTION.**

### 4. Protection Period:

For a period of \_\_\_\_\_ days after the date of termination of this Agreement, the Client shall compensate the Broker as agreed upon herein, if the Client, or any party acting on behalf of the Client, leases residential real property shown and/or negotiated by the Broker to or for the Client during the

term of this Agreement. Within five (5) days after the date of termination of this Agreement, the Broker will provide to the Client a list of those properties shown and/or negotiated by the Broker during the time frame of this Agreement, however, failure to provide such a list does not alleviate Client from payment of any compensation owed under this provision.

## **5. Agency Disclosure and Company Policy on Agency:**

The Client acknowledges that they have received and understands the Consumer Guide to Agency Relationships, the various forms of representation and will be provided the Agency Disclosure Form as required by law. The Broker will represent the Client during the term of this Agreement, except in the event of Disclosed Dual Agency or In-Company Transaction as both are described in the Agency Disclosure Form.

NOTICE: The Broker's complete company agency policy is available upon request.

## **6. Inspections and/or Tests:**

The Client acknowledges, that for any property that the Client seeks to lease, the Broker strongly recommends that Client inspects the property and documents its condition, including potentially hiring a professional and competent company to perform any inspections and/or tests. The Client understands and agrees that the Broker neither warrants nor assumes responsibility for the physical condition of the property.

## **7. Professional Advice, Representation & Assistance:**

7.1 The Client understands and acknowledges that the Broker strongly recommends that the Client seek representation by an attorney for any legal questions or advice regarding the lease of residential real property and/or this Agreement.

7.2 The Client understands and acknowledges that the Broker is a licensed real estate professional and will represent the best interest of the Client. However, the Broker makes no warranties expressed or implied regarding the lease by the Client of any residential real property. Any statements by the Broker are opinion only.

7.3 The Client understands and acknowledges that the Broker cannot: 1) warrant exact square footage or condition of the property to be leased, or 2) guarantee that Lessor has disclosed all property defects, or 3) provide or create lease documents for the use of the Client.

7.4 The Client understands and acknowledges that a real estate professional is qualified to advise in matters concerning real estate but is not an expert in matters of tax, law, financing, surveying, structural conditions, hazardous conditions or engineering. The Client acknowledges that the Client has been advised by the Broker to seek competent expert advice on such matters. In the event the Broker provides names or sources for such advice or assistance, the Client understands and acknowledges that the Broker does not warrant, guarantee or endorse the services, advice and/or products of any recommended company or services.

7.5 The Client understands and acknowledges that issues such as status of permits, zoning, location of property lines, building code compliance, etc. should be addressed by professionals in those areas.

## **8. Contemporaneous Offer Disclosure:**

If permitted in, and consistent with the Consumer Guide to Agency Relationships, Client recognizes that Ohio law permits real estate agents and brokers to represent more than one client at a time, to show each client the same properties, and to represent each client in submitting and negotiating offers on the same properties.

**9. Fair Housing Statement:**

It is illegal, pursuant to the Ohio Fair Housing Law, Division (H) of section 4112.02 of the Revised Code and the Federal Fair Housing law, 42 U.S.C.A. 3601, as amended, to refuse to sell, transfer, assign, rent, lease, sublease or finance housing accommodations, refuse to negotiate for the sale or rental of housing accommodations, or otherwise deny or make unavailable housing accommodations because of race, color, religion, sex, familial status as defined in section 4112.01 of the Revised Code, ancestry, military status as defined in that section, disability as defined in that section, or national origin or to so discriminate in advertising the sale or rental of housing, in the financing of housing, or in the provision of real estate brokerage services. It is also illegal, for profit, to induce or attempt to induce a person to sell or rent a dwelling by representations regarding the entry into the neighborhood of a person or persons belonging to one of the protected classes.

**10. Wire Fraud:**

Email is not always secure or confidential. Never respond to a request that you send funds or nonpublic personal information, such as your social security number, credit or debit card numbers, or bank account and/or routing numbers, by email. If you receive an email message concerning a transaction and the email requests that you send funds or provide nonpublic personal information, do not respond to the email and immediately contact the known individual/entity with whom you have an established relationship using a separately verified method of communication to determine the validity of the email. Verify all wire transfer instructions through a direct personal or phone contact from known individuals.

**11. Additional terms or exclusions, if any:**

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**12. Term Definition:** The term “Broker” shall include, without limitation, the Broker and/or the Broker’s appointed Agent(s).

**13. Dispute Resolution**

Upon the written demand of either party, any dispute or claim between Client and Broker shall be submitted to final and binding arbitration under the Consumer Arbitration Rules for the American Arbitration Association, or such other arbitration service the parties mutually agree upon. The arbitration shall be conducted in the county where Broker’s main office is located unless the parties agree otherwise. The prevailing party in any arbitration shall, at the discretion of the arbitrator(s), be entitled to all costs, disbursements, and attorney fees incurred relating to the arbitration of the dispute or claim. Ohio law shall apply to any dispute or claim arbitrated under this provision.

**By consenting to this provision, Client is agreeing that, upon written demand by Broker, disputes arising under this Agreement shall be heard by one or more neutral arbitrators and Client is giving up the right to have the matter tried by a judge or jury.**

The following matters are excluded from this Dispute Resolution provision:

- a. Any matter within the jurisdiction of probate, small claims, or bankruptcy court;
- b. Matters that must exclusively be resolved under Article 17 of the Code of Ethics and Professional Standards Policies of the National Association of REALTORS®;
- c. An unlawful detainer action, forcible entry detainer, eviction action or its equivalent.

If neither party demands the matter be arbitrated, and any dispute shall be litigated in a court of law, Client and Broker further agree that any such dispute or claim shall only be filed in an appropriate state or federal court in the county where Broker's main office is located.

Notwithstanding the above, Client and Broker may also mutually agree to mediate any dispute or claim between them arising under this Agreement, including any compensation owed to Broker under this Agreement at any time. Costs related to mediation shall be mutually shared between or among the parties. The mediation shall be held in the county where Broker's main office is located unless the parties agree otherwise. The mediator shall be mutually agreed upon by the parties. Each party shall submit the name of their preferred mediator within 15 days of the parties' agreement to mediate. If any party fails to submit the name of their preferred mediator within 15 days, the other party's preferred mediator shall mediate the dispute. If the parties cannot agree on a mediator, they will each select one individual, and those individuals will then select a mediator to conduct the mediation.

#### **14. Choice of Law:**

This Agreement, and any disputes arising thereunder, will be governed by and construed in accordance with the substantive laws of the State of Ohio without regard to conflict of laws.

#### **15. Entire Agreement:**

The parties agree that this Agreement constitutes the entire Agreement between the Client and the Broker. This Agreement supersedes any other written or oral agreements between the Client and the Broker. Any amendments or modifications to this Agreement shall be made in writing and signed by both parties.

#### **16. Client's Acknowledgment:**

The Client acknowledges that the Client has read this Agreement and understands and agrees to the terms and conditions. The information contained herein is true and accurate to the best of the Client's knowledge. In addition, Client understands and agrees that they have the right to consult with an attorney before entering into this Agreement.

Time is of the essence regarding all provisions of this Agreement.

Client: \_\_\_\_\_ Date: \_\_\_\_\_

Client: \_\_\_\_\_ Date: \_\_\_\_\_

Name of Brokerage: \_\_\_\_\_

By

Agent: \_\_\_\_\_ Date: \_\_\_\_\_