



TENANT REPRESENTATION AGREEMENT

Exclusive Right to Represent an Entity to Acquire a Leasehold or Fee Interest in Property

Prepared by: Agent _____
Broker _____

Phone _____
Email _____

NOTE: This form is used by a commercial broker to be employed by entities as their sole agent, to locate and negotiate the terms and conditions to acquire a leasehold or fee interest in a property. [Civil Code §1670.50]

DATE: _____, 20_____, at _____, California.
Items left blank or unchecked are not applicable.

1. RETAINER PERIOD:

- 1.1 Tenant retains and grants to Broker the exclusive authorization to locate real estate of the type described below and to negotiate terms and conditions to acquire a leasehold or fee ownership on terms acceptable to Tenant, for a retainer period beginning on _____, 20_____ and terminating on _____, 20_____.
1.2 This representation may be modified by a signed writing. [See **RPI Form 105.2A**]

2. BROKER'S OBLIGATIONS:

- 2.1 Broker to use diligence in the performance of this employment.
2.2 Broker may have or contract to represent Owners of comparable properties or Tenants who seek comparable properties to the property sought during the retainer period. Thus, a conflict of interest exists to the extent Broker's time is required to fulfill the fiduciary duty owed to others Broker now does or will represent.

3. GENERAL PROVISIONS:

- 3.1 Tenant acknowledges receipt of the Agency Law Disclosure. [See **RPI Form 550-2**]
3.2 Tenant authorizes Broker to divide any fee due with other brokers.
3.3 The prevailing party in any action on a dispute is entitled to attorney fees and costs, unless they file an action without first offering to enter into mediation to resolve the dispute.
3.4 This agreement is governed by California law.

4. BROKERAGE FEE:

NOTICE: The amount or rate of real estate fees is not fixed by law. They are set by each Broker individually and may be negotiable between the Tenant and Broker.

- 4.1 Tenant agrees to pay Broker ☐ see attached fee schedule [See **RPI Form 113**], or
☐ _____ of the scheduled rent and price paid for property interests acquired, WHEN:
a. Tenant, or any person acting on Tenant's behalf, acquires a leasehold or fee interest in real estate located and reviewed with Tenant during the retainer period.
b. Within one year after termination of this agreement, Tenant or their agent commences negotiations which later result in a transaction contemplated by this agreement regarding a property Broker presented and reviewed with Tenant during the period of this agreement. Broker to identify the properties reviewed by written notice delivered personally or electronically, or mailed to Tenant within 21 days after termination of this agreement. [See **RPI Form 123**]
c. Tenant terminates this employment of Broker without legal justification during the retainer period.
4.2 Tenant agrees payment of the fee earned by Broker under §4.1 is to be paid by:
a. Owner conveying the property interest acquired by Tenant and Broker agrees to provisions for payment of the fee in Buyer's acquisition agreement.
b. Tenant in all other situations when Broker earns a fee.
4.3 In the event this agreement terminates without Broker earning a fee under §4.1, Tenant to pay Broker the sum of \$_____ per hour of time accounted for by Broker, not to exceed \$_____.

TYPE OF SPACE SOUGHT:

General Description _____
Location _____ Size _____
Rental Amount/Term _____

I agree to employ Broker on the terms stated above.

☐ See attached Signature Page Addendum. [RPI Form 251]

Date: _____, 20_____

Tenant: _____

Signature: _____

Tenant: _____

Signature: _____

Address: _____

Phone: _____ Cell: _____

Email: _____

I agree to render services on the terms stated above.

Date: _____, 20_____

Broker's Name: _____

Broker's DRE #: _____

Agent's Name: _____

Agent's DRE #: _____

Signature: _____

Address: _____

Phone: _____ Cell: _____

Email: _____