



## EXCLUSIVE RIGHT TO REPRESENT TENANT CONTRACT

Greater Hartford Association of REALTORS®, Inc.



I/We (Tenant(s)) \_\_\_\_\_ appoint you (Brokerage Firm) \_\_\_\_\_ as my/our exclusive representative to assist me/us to locate and lease real property acceptable to me/us and generally described as: \_\_\_\_\_.

**I/We will tell you about all past and current contacts with any real property and any brokerage agreements currently in effect. During the term of this Contract, I/we will work exclusively through you in locating and leasing real property as described above.** [Initial]

I/We and you agree that:

1. This Contract is in effect from \_\_\_\_\_, 20\_\_\_\_\_, through and including \_\_\_\_\_, 20\_\_\_\_\_.
2. I/We will cooperate with you. Upon request, I/we will give you financial and personal information about my/our leasing abilities and needs. I/We will be reasonably available to examine real property.
3. You will use reasonable efforts to locate real property and assist me/us in the leasing of the real property on terms and conditions acceptable to me/us.
4. You may share financial and other information about my/our leasing needs and abilities with other agents who offer real property to you.
5. You may represent other buyers and tenants who are interested in the same real property.
6. You may disclose my identity to third parties.
7. I/We will refer questions concerning the legal title to property, tax considerations, property inspection, engineering, or the uses or planned uses of neighboring properties to my attorney, tax advisor, building inspector or appropriate government agency.
8. I/We understand and agree that you may also be a seller's or landlord's agent for the real property covered by this Contract because I/we am/are interested in property listed with your Firm. In that event you would be a dual agent, representing both me/us and the seller or landlord. You will promptly disclose all relevant information to me/us and give me/us any disclosure notices and consent agreements required by law, for my/our review and signature and discuss the appropriate course of action to take under the circumstances.
9. I/we acknowledge that I/we may be recorded on audio and/or video surveillance or otherwise transmitted and/or recorded by means of electronic devices when I/we enter or visit real property in connection with this Contract. I/We acknowledge that you may not be aware of the presence of any such devices in any real property that I/we may view.

**I/We consent to any such audio and/or video surveillance, recording or transmission.** [Initials]

10. Tenant(s) agrees to indemnify and hold Broker, its agents, successors and assigns, harmless from all suits, claims, demands or damages related to or arising from the Landlord's use of electronic, mechanical or other device to record audio, video or both at the Property. [Initials]

**NOTICE: THE AMOUNT OR RATE OF REAL ESTATE BROKER COMPENSATION IS NOT FIXED BY LAW. IT IS SET BY EACH BROKER INDIVIDUALLY AND MAY BE NEGOTIABLE BETWEEN YOU AND THE BROKER.**

**There is no customary or industry standard real estate broker fee or compensation.**

11. Your **professional** service fee is \$\_\_\_\_\_ or \_\_\_\_\_% of the total rent to be paid over the term of the lease. The **professional** service fee is due and payable in full when you enter into the lease. If I/we purchase said real property during the term of the lease or within \_\_\_\_\_ months after the termination of such lease or pursuant to an option to purchase contained in such lease, I/we appoint you as my/our exclusive agent in such purchase, and your **professional** service fee is \_\_\_\_\_ of the purchase price. Your **professional** service fee applies to any real property which is leased, whether or not such real property is listed, for sale or lease by owner, or located by me/us. **You agree to request all or any part of your professional service fee from the landlord or listing agency. You may not receive compensation from any source that exceeds the amount or rate agreed to herein. I/We will pay all or any part of your professional service fee that is not paid by the seller/landlord or listing agency if and when:**
  - (a) I/We enter into a lease of real property during the term of this Contract; or
  - (b) I/We lease real property covered by this Contract during the term of this Contract; or
  - (c) I/We purchase real property which I/we leased during the term of this Contract and such purchase occurs within \_\_\_\_\_ months after the termination of such lease or pursuant to an option to purchase contained in such lease.

(Auth. Rep.) Initial \_\_\_\_\_ Date: \_\_\_\_\_ Tenant(s) Initial \_\_\_\_\_ Date: \_\_\_\_\_

12. [APPLIES ONLY IF FILLED IN.] I/We will pay you a non-refundable retainer fee of \$ \_\_\_\_\_, due and payable when you sign this Contract, to be applied to any professional service fee that you earn under this Contract; or an hourly professional service fee of \_\_\_\_\_ upon receipt of your bill.

13. You will search diligently for a home for me/us regardless of the offer of compensation to tenant brokers from Landlord(s) and/or listing brokerage.

14. [APPLIES ONLY IF FILLED IN] OTHER: \_\_\_\_\_

15. I/We received a copy of this Contract.

16. You may enforce this Contract against me/us, or against my/our heirs, administrators, executors, and assigns.

17. I/We agree to pay any costs and attorneys' fees which you may incur to collect any monies due you under this Contract.

18. This Contract may be modified, waived or discharged only by a written agreement between the parties.

This Contract is subject to the Connecticut General Statutes prohibiting discrimination in commercial and residential real estate transactions (C.G.S. Title 46a, Chapter 814c).

**IT IS UNLAWFUL UNDER FEDERAL AND OR STATE LAW TO DISCRIMINATE ON THE BASIS OF RACE, CREED, COLOR, NATIONAL ORIGIN, ANCESTRY, SEX, GENDER IDENTITY OR EXPRESSION, SEXUAL ORIENTATION, CIVIL UNION STATUS, MARITAL STATUS, AGE, LAWFUL SOURCE OF INCOME, FAMILIAL STATUS, LEARNING DISABILITY, PHYSICAL OR MENTAL DISABILITY, STATUS AS A VETERAN, STATUS AS A VICTIM OF DOMESTIC VIOLENCE OR ERASED CRIMINAL HISTORY INFORMATION.**

I/We read and understand this section: All Tenants Initial \_\_\_\_\_

**THE REAL ESTATE BROKER MAY BE ENTITLED TO CERTAIN LIEN RIGHTS PURSUANT TO SECTION 20-325a OF THE CONNECTICUT GENERAL STATUTES. (updated to remove references to subsections)**

~~The parties consent and agree that they may enter into this Contract (including any amendments hereto) via fax. This consent only applies to this Contract, and either party may withdraw this consent by fax or in writing, but such withdrawal will not affect the validity or enforceability of this Contract (or any amendments hereto) after it has been entered into. Faxing requires a fax machine or its equivalent. (removing duplicate language)~~

**Execution by Electronic Methods.** The parties agree that they may enter into this Contract (including any amendments hereto) email. This consent applies only to this transaction, and either party may withdraw such consent by email or in writing, but such withdrawal will not affect the validity or enforceability of this Contract (or any amendments hereto) after it has been entered into. Email, and retention of and access to email records, requires a computer, internet account and email software.

Broker (Auth Rep.) email address: \_\_\_\_\_

Tenant(s) email address: \_\_\_\_\_

If any party changes its email address it will promptly notify the other party of the new email address.

Brokerage Firm: \_\_\_\_\_

Tenant \_\_\_\_\_ Date \_\_\_\_\_

By: (Auth Rep.) \_\_\_\_\_

Tenant \_\_\_\_\_ Date \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_