

EXCLUSIVE BUYER/TENANT AGENCY AGREEMENT - COMMERCIAL

BR-C

This form recommended and approved for, but not restricted to use by, the members of the Pennsylvania Association of REALTORS® (PAR)

1 **BROKER (Company)** _____
2 **LICENSEE(S)** _____
3 **CLIENT (Company or individual)**

4 **CLIENT REPRESENTATIVE(S)** _____

5 *Note: The term "Client" refers to the individual or company entity seeking to acquire real estate pursuant to this Agreement. The term "purchase/lease" refers to any agreement to*
6 *obtain an interest in real property, including the transactions listed in paragraph 2(C), below.*

7 **1. TERM**

8 **Starting Date:** This Agreement starts when signed by Client and Broker, unless otherwise stated here:
9 _____

10 **Ending Date:** This Agreement ends: _____

11 (A) If Client is negotiating or has entered into an agreement of sale, this Agreement ends upon settlement.

12 (B) If Client is negotiating or has signed a lease, this Agreement ends upon possession.

13 **2. SCOPE OF REPRESENTATION**

14 (A) The terms and length of this Agreement, the fees, and the range of services that Broker will provide have been determined through
15 negotiations between Broker and Client and have not been set or recommended by any association of REALTORS®.

16 (B) Broker is authorized to act as Client's Buyer's Agent as defined by the Consumer Notice.

17 (C) Broker is authorized to pursue the following type(s) of transaction(s):

18 Purchase Lease Option Exchange Build to Suit Trade

19 Other: _____

20 **3. PROPERTY CRITERIA**

21 Client is seeking the following type(s) of property. These Property Criteria do not limit the representation of Broker nor restrict Broker's
22 right to earn a fee on property acquired by Client that does not meet these Criteria.

23 **Type of Property:** _____

24 **Use:** _____

25 **Location:** _____

26 **Price Range:** _____

27 **Other Terms:** _____

28 _____

29 **4. DUTIES OF BROKER AND CLIENT**

30 (A) Broker will use reasonable efforts and diligence to locate a property suitable for the needs of Client and to negotiate terms and
31 conditions acceptable to Client.

32 (B) Client warrants to Broker that Client is not currently subject to an exclusive buyer/tenant agency agreement with any other broker.

33 (C) Client will work exclusively with and through Broker for the purchase/lease of any property during the term of this Agreement

34 (D) Client will not enter into an exclusive buyer/tenant agency agreement with any other broker that begins before the Ending Date of this
35 Agreement.

36 (E) Client will provide Broker with relevant personal and business financial information to support Client's ability to complete a
37 transaction.

38 **5. BROKER'S FEE**

39 (A) It is Broker's policy to accept compensation offered by the listing broker and/or the seller/lessor. Broker may be paid a fee that is a
40 percentage of the purchase price (or in the case of a lease, a percentage of the total amount of rent due over the term of the lease).
41 Even though Broker's Fee may be paid by a seller/lessor or listing broker, Broker will continue to represent the interests of Client.

42 (B) If Client enters into any purchase/lease agreement, the Broker's Fee will be paid as follows:

43 _____

44 (C) 1. **Broker's Fee is earned if Client enters into any purchase/lease agreement during the term of this Agreement, whether**
45 **brought about by Broker, Broker's agents or by any other person, including Client.**

46 2. If Client enters into a purchase/lease agreement for a property after the Ending Date of this Agreement, Client will pay Broker's
47 Fee:

48 a. if the purchase/lease is a result of Broker's actions during the term of this Agreement, OR

49 b. if the property was presented during the term of this Agreement and Client is not under an exclusive buyer/tenant agency
50 agreement with another broker at the time Client enters into the purchase/lease agreement.

51 **6. DUAL AGENCY** Client agrees that Broker may also represent the seller/lessor of the property that Client might purchase/lease. The
52 Broker is a DUAL AGENT when representing both the seller/lessor and the Client in the purchase/lease of a property.

PREPARED BY: Jess Rahn, staff

BR-C Exclusive Buyer/Tenant Agency Agreement - Commercial, 10/04. Pennsylvania Association of REALTORS®

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Client(s) _____

53 **7. DESIGNATED AGENCY**

54 **Not Applicable**

55 **Applicable.** Broker may designate licensees to represent the separate interests of Client and the seller/lessor. Licensee (identified above)
56 is the Designated Agent, who will act exclusively as Client's Buyer's Agent. If Licensee also represents the seller/lessor, then Licensee
57 is a DUAL AGENT.

58 **8. SERVICES TO SELLER/LESSOR**

59 Broker may provide services to a seller/lessor for which Broker may accept a fee. Such services may include, but are not limited to:
60 listing property; deed/document preparation; ordering certifications required for closing; financial services; title transfer and preparation
61 services; ordering insurance; ordering construction, repair, or inspection services. Broker will disclose to Client if any fees are to be paid
62 by the seller/lessor.

63 **9. DEPOSIT MONEY**

64 (A) If Client provides deposit monies to Broker, Broker will keep (or will give to the listing broker, who will keep) all deposit monies
65 that Broker/Licensee receives in an escrow account as required by real estate licensing laws and regulations until the purchase/lease
66 is completed or the purchase/lease agreement is terminated. Client agrees that Broker may wait to deposit any uncashed check that
67 is received as deposit monies until Client's offer has been accepted.

68 (B) If Client joins Broker/Licensee in a lawsuit for the return of deposit monies, Client will pay Broker's/Licensee's attorneys' fees and
69 costs.

70 **10. CONFLICT OF INTEREST** A conflict of interest is when Broker or Licensee has a financial or personal interest in the property where
71 Broker or Licensee cannot put Client's interest before any other. If Broker, or any of Broker's licensees, has a conflict of interest, Broker
72 will notify Client in a timely manner.

73 **11. OTHER CLIENTS** Broker may show or present the same properties to other prospective buyers/lessees.

74 **12. CONFIDENTIALITY**

75 (A) Client understands and acknowledges that Broker will treat all information provided by Client, not required to be disclosed by
76 law, as confidential to the best of Broker's ability.

77 (B) Client hereby waives any claim for breach of confidentiality where a breach was accidental or the action of third parties over which
78 Broker has no control.

79 **13. EXPERTISE OF REAL ESTATE BROKERS AND SALESPERSONS** Pennsylvania real estate brokers and salespersons are required
80 to be licensed by the Commonwealth of Pennsylvania and are obligated to disclose adverse factors about a property that are reasonably
81 apparent to someone with expertise in the marketing of real property.

82 (A) Client is advised that information regarding properties considered for purchase/lease by Client has been provided by the
83 seller/lessor or seller's/lessor's broker. Broker may request information from the seller/lessor, but Broker has not verified the
84 accuracy of this information and Client is advised to investigate its accuracy.

85 (B) If Client wants information regarding specific conditions or components of the property which are outside the Broker's expertise, the
86 advice of an appropriate professional should be sought.

87 (C) If Client wants financial, tax, legal, or any other advice, Client is encouraged to seek the services of an accountant, lawyer, or other
88 appropriate professional.

89 **14. CLIENT'S DUE DILIGENCE** Unless Client and the seller/lessor agree otherwise, real estate is transferred in its present condition. It is
90 Client's responsibility to satisfy himself or herself that the condition of the property is satisfactory. Client may request that the property be
91 inspected, at Client's expense, by qualified professionals to determine the physical, structural, mechanical and environmental condition of
92 the land, improvements or their components, or for the suitability of the property for Client's needs. Client's request for any inspection
93 should be made to Broker before entering into a purchase/lease agreement.

94 **15. CIVIL RIGHTS ACT** Federal and state laws make it illegal for a seller, broker, or anyone to use RACE, COLOR, RELIGION or
95 RELIGIOUS CREED, SEX, DISABILITY (physical or mental), FAMILIAL STATUS (children under 18 years of age), AGE (40 or older),
96 NATIONAL ORIGIN, USE OR HANDLING/TRAINING OF SUPPORT OR GUIDE ANIMALS, or the FACT OF RELATIONSHIP OR
97 ASSOCIATION TO AN INDIVIDUAL KNOWN TO HAVE A DISABILITY as reasons for refusing to sell, show, or rent properties, loan
98 money, or set deposit amounts, or as reasons for any decision relating to the sale or rental of property.

99 **16. ATTORNEYS' FEES** If a lawsuit or arbitration proceeding is brought to enforce the terms of this Agreement, the prevailing party will be
100 entitled to receive reasonable attorneys' fees as set by the court or arbitrator.

101 **17. ASSIGNMENT OF THIS AGREEMENT** Client agrees that Broker may assign this Agreement to another broker. Broker will notify
102 Client immediately in writing if Broker assigns this Agreement to another broker.

103 **18. BINDING EFFECT** This Agreement will be binding upon the successors and assigns of the parties herein.

104 **19. CHOICE OF LAW** This Agreement is entered into pursuant to the laws of the Commonwealth of Pennsylvania. Client acknowledges
105 that by signing this Agreement, Client is transacting business in Pennsylvania and is subject to the jurisdiction of Pennsylvania courts.
106 Client waives any defense to the jurisdiction of Pennsylvania courts in any matter relating to or arising out of this Agreement.

107 **20. ENTIRE AGREEMENT** This is the entire agreement between Broker and Client. Any verbal or written agreements that were made
108 before are not a part of this Agreement. Any changes or additions to this Agreement must be in writing and signed by Broker and Client.

109 **21. SPECIAL CLAUSES**

110 _____

111 **NOTICE BEFORE SIGNING: IF CLIENT HAS LEGAL QUESTIONS, CLIENT IS ADVISED TO CONSULT AN ATTORNEY.**

112 **Client has read and received the Consumer Notice as adopted by the State Real Estate Commission at 49 Pa. Code §35.336. All duties,**

PREPARED BY: Jess Rahn, staff

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Client(s) _____

113 disclosures and definitions included in the Consumer Notice are incorporated as part of this Agreement as though written here in their
114 entirety.

115 Pennsylvania law requires that this business relationship between Broker and Client be in writing.

116 Return by facsimile (FAX) transmission constitutes acceptance of this Agreement.

117 Client gives permission for Broker to send information about this transaction to the fax number(s) and/or e-mail address(es) listed
118 below.

119 By signing below, Client or Client's representative(s) verify that he/she has legal authority to sign a representation agreement that may
120 bind Client to pay a fee to Broker.

121

Client(s)

_____ DATE _____

_____ DATE _____

122 E-MAIL: _____

123 **BROKER (Company Name)** _____

124 **ACCEPTED BY** _____ **DATE** _____