

**COMMERCIAL AGENCY AGREEMENT**  
**Exclusive Right to Represent Buyer/Tenant**

*It is recommended that all parties be represented by legal counsel.*



This Buyer/Tenant Exclusive Right to Represent (“Agreement”), is made the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ between \_\_\_\_\_ (“Client”) and \_\_\_\_\_ (“Broker”).

1. **Agency Period.** Client retains Broker as Client’s exclusive agent to locate property and to negotiate terms and conditions for its purchase or lease on terms acceptable to Client, for a period commencing on \_\_\_\_\_, 20 \_\_ , and terminating at midnight on \_\_\_\_\_, 20 \_\_ (the “Agency Period”). General description of property: \_\_\_\_\_.

2. **Broker’s Obligations.** Broker agrees to use due diligence, professional knowledge and skill in locating property meeting Client’s criteria, and shall act in Client’s best interests in negotiating the terms and conditions for the purchase or lease of the property.

3. **Client’s Obligations.** During the Agency Period, Client will deal exclusively with Broker with respect to all inquiries, showings, proposals, offers, contracts, and leases related to Client’s acquisition, lease or lease renewal of any property including Client’s currently leased property. Any proposals, offers, contracts or leases made by Client during the Agency Period shall be made exclusively through Broker. In addition, any proposals, offers, contracts, or leases made by Client within \_\_\_\_\_ days after the expiration of the Agency Period (the “Protection Period”), with respect to properties which Broker has introduced or shown to Client during the Agency Period, shall be made through Broker. Broker agrees to submit list of such properties to Client no later than 15 calendar days following expiration or termination of this Agreement.

4. **Brokerage Fee.** Broker is entitled to a fee of \$ \_\_\_\_\_ or \_\_\_\_\_% of the total sale price if property is purchased, or \$ \_\_\_\_\_ or \_\_\_\_\_% of the aggregate rent for the term if property is leased. Payment of the fee shall be satisfied first from any compensation offered by the listing broker. Broker will attempt to negotiate for payment of the fee by the seller or landlord, however, Client is responsible for payment of the fee.

The payment of any commission by the seller or landlord is solely for economic purposes and will not make Broker an agent or sub-agent of or for the seller or landlord. Commission to be paid as follows: \_\_\_\_\_.

5. **Competing Clients.** Client acknowledges that Broker may represent other clients seeking to purchase or lease properties that may meet Client’s criteria. Client agrees that Broker may, during the term of this Agreement or after its termination, represent such other clients, show the same properties to other clients as shown to the Client, and act as a real estate agent for other prospective clients in negotiations for the purchase or lease of the same properties Client may seek to purchase

or lease. If Broker submits offers by competing clients for the purchase or lease of the same property Client has offered or stands ready to offer to purchase or lease, Broker will notify Client of the conflicting offers, but will not disclose any material terms or conditions of any offers made by competing clients.

**6. Continuous Efforts.** If Client attempts to purchase or lease any property either (a) during the Agency Period or (b) during the Protection Period with respect to a property which Broker has brought to Client's attention during the Agency Period, Client authorizes Broker to provide continuous assistance as Client's agent to the conclusion of the transaction. This authorization includes the right to represent Client as agent in negotiations of the contract and any amendments, modifications, new agreements, extensions or other changes. Broker's right to a fee shall remain in effect until the transaction is concluded.

**7. Client's Representations.** Client represents that (a) the undersigned person(s) has the legal capacity and authority to bind Client to this Agreement; (b) Client is not now a party to another representation agreement with another real estate broker; and (c) all information relating to Client's ability to purchase or lease property given by Client to Broker is true and correct.

**8. 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.

**9. Agency Policies and Disclosure.** Client acknowledges receipt of the Broker's written "Policy on Agency" and the State of Ohio "Agency Disclosure" form.

**10. Notices.** Broker is not qualified to render property inspections, surveys, engineering studies, environmental assessments, or inspections to determine property condition or compliance with zoning, governmental regulations, or laws as they relate to any property. Client should seek experts to render such services. Broker is obliged to disclose any material defect in a property known to Broker. Selection of inspectors and repairmen is the responsibility of the parties to a purchase contract or lease and not the Broker.

11. **Additional Terms.**

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CLIENT

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

\_\_\_\_\_  
[Printed or Typed Name]

\_\_\_\_\_  
[Signature]

BROKER

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

\_\_\_\_\_  
[Printed or Typed Name]

\_\_\_\_\_  
[Signature]