



## Exclusive Right to Represent/Dual Agency Tenant Agreement

### Broker Representation of Tenant in Maryland and the District of Columbia

This Agreement is made on \_\_\_\_\_ between \_\_\_\_\_ ("Tenant") and \_\_\_\_\_ ("Broker") which assigns \_\_\_\_\_ as Agent of the Broker ("Agent")

In consideration of services and facilities, the Broker is hereby granted the right to represent the Tenant in the acquisition of real property for lease, which shall include cooperatives. As used in this Agreement, "acquisition of real property for lease" shall include any lease of property or an agreement to do so.

**1. TENANT'S REPRESENTATIONS:** The Tenant represents that as of the commencement date of this Agreement, the Tenant is not a party to a Tenant representation agreement with any other brokerage firm. The Tenant further represents that the Tenant has disclosed to the Agent all relevant information about any properties that the Tenant has previously visited at any rental communities or "open houses", or that the Tenant has been shown by any other real estate broker/agent(s) in any area where the Tenant seeks to acquire property under this Agreement.

**2. AGENCY:** This Agreement is for the (check one)  **exclusive representation of Tenant OR**  **Dual Agency of Tenant.** The state of Maryland and the District of Columbia has each adopted specific laws governing the disclosure of agency relationships and dual agency (i.e., the situation where the listing and leasing agents are associated with the same broker). For this reason, all applicable jurisdictional Agency disclosure forms have for the applicable type of agency been provided to Tenant who acknowledges receipt of those forms checked below:

**Maryland**

- Understanding Whom Real Estate Agents Represent
- Consent For Dual Agency

**Washington, DC**

- Consent for Dual Representation and Designated Representation
- Agency Disclosure and Real Estate Transactions in The District of Columbia

**3. TERM:** This Agreement commences when signed and, subject to paragraph "Broker Compensation," terminates at midnight on \_\_\_\_\_ ("Expiration Date"). This Agreement may be terminated prior to the expiration date only by mutual written agreement of the parties.

**4. RETAINER FEE:** The Broker acknowledges receipt from Tenant of a Retainer Fee in the amount of \$ \_\_\_\_\_ which  shall  shall not be subtracted from any compensation due to the Broker under this Agreement. The Retainer Fee is non- refundable and is earned when paid. Fee includes the showing of \_\_\_\_\_ (number) properties and the additional terms, if any, as follows: \_\_\_\_\_

**5. HOUSING CRITERIA:** The Tenant is retaining the Broker for the acquisition for lease of the following:

Rental Price Range:	
Location: <input type="checkbox"/> MD <input type="checkbox"/> DC	Zip codes/neighborhoods:
Type of housing:	<input type="checkbox"/> condominium (apartment-style) <input type="checkbox"/> single family <input type="checkbox"/> town home
Minimum # of Bedrooms:	
Minimum # of Bathrooms:	
Parking: <input type="checkbox"/> Yes <input type="checkbox"/> No	If yes, number of spaces needed:
Appliances Required:	
Cooling	<input type="checkbox"/> central AC <input type="checkbox"/> other types of cooling
Pets: <input type="checkbox"/> Yes <input type="checkbox"/> No	If yes, please describe:

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

**6. BROKER'S RESPONSIBILITIES:**

- (a) **Broker's Responsibilities in the District of Columbia:** The Broker and the Agent shall promote the interests of the Tenant, in accordance with the applicable code provisions, which include but may not be limited to: (a) performing the terms of this Agreement; (b) seeking a lease at a rent and with terms acceptable to the Tenant; (c) presenting in a timely manner all written offers or counteroffers to and from the Tenant; (d) disclosing to the Tenant all material facts related to the property or concerning the transaction of which they have actual knowledge; and (e) accounting for in a timely manner all money and property received in which the Tenant has or may have an interest. Unless otherwise provided by law or the Tenant consents in writing to the release of such information, the Broker and the Agent shall maintain the confidentiality of all personal and financial information and other matters identified as confidential by the Tenant, if that information is received from the Tenant during the brokerage relationship. In satisfying these duties, the Broker and the Agent shall exercise ordinary care, comply with all applicable laws and regulations, treat all prospective landlords honestly and not knowingly give them false information. In addition, the Broker and the Agent may: (a) show the same property to other Tenants; (b) represent other Tenants looking for the same or different properties; (c) represent landlords relative to other properties; or (d) provide assistance to a landlord or prospective landlord by performing ministerial acts that are not inconsistent with the Broker's/Agent's duties under this Agreement or applicable jurisdictional laws.
  
- (b) **Broker's Responsibilities in Maryland:** The Broker and the Agent shall promote the interests of the Tenant, in accordance with the applicable code provisions, which include but may not be limited to: (a) performing the terms of this Agreement; (b) seeking a lease at a rent and with terms acceptable to the Tenant; (c) presenting in a timely manner all written offers or counteroffers to and from the Tenant, even if the real estate is subject to an existing lease; (d) disclosing to the Tenant all material facts related to the property or concerning the transaction that Broker or Agent knows or should know; and (e) accounting for in a timely manner all money and property received in which the Tenant has or may have an interest. Unless otherwise provided by law or the Tenant consents in writing to the release of such information, the Broker and the Agent shall maintain the confidentiality of all personal and financial information and other matters identified as confidential by the Tenant, if that information is received from the Tenant during the brokerage relationship. In satisfying these duties, the Broker and the Agent shall exercise reasonable care and diligence, comply with all applicable laws and regulations, treat all parties, including but not limited to the Landlord, honestly and not knowingly give them false information. In addition, the Broker and the Agent may: (a) show the same property to other Tenants; (b) represent other Tenants looking for the same or different properties; (c) represent landlords relative to other properties; or (d) provide assistance to a landlord or prospective landlord by performing ministerial acts that are not inconsistent with the Broker's/Agent's duties under this Agreement or applicable jurisdictional laws.

**7. TENANT'S RESPONSIBILITIES:** The Tenant shall: (a) work exclusively with the Broker and the Agent during the term of this Agreement and refer all rental inquiries to Agent; (b) consult with the Agent before visiting any rental properties or contacting any landlords or other REALTORS® or real estate agents to avoid the possibility of confusion over the brokerage relationship and misunderstandings about liability for compensation; (c) pay the Broker, directly or indirectly, the compensation set forth below; (d) comply with the reasonable requests of the Agent to supply any pertinent financial or personal data needed to fulfill the terms of this Agreement; (e) be available during the Agent's regular working hours to view properties; (f) consent to the release of information, including but not limited to a formal application, employment verification documents, a credit report, and documents related to the verification of income and assets.

**8. BROKER COMPENSATION:** In consideration of the time and effort expended by the Broker on behalf of the Tenant, and in further consideration of the advice and counsel provided to the Tenant, the Tenant shall pay compensation ("Broker's Fee") to the Broker as described below. The Broker's Fee, less the retainer fee, if any, shall be earned, due and payable under any of these circumstances whether the transaction is consummated through the services of the Broker or otherwise:

- (a) If the Tenant enters into a lease for real property during the term of this Agreement; **OR**

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- (b) If, within \_\_\_\_\_ days after expiration or termination of this Agreement, the Tenant enters into a lease for real property that has been described to or shown to the Tenant by the Broker during the term of this Agreement, **OR**
- (c) If the Tenant is presented with and rejects or entered into a lease for real property during the term of this Agreement, **OR**
- (d) Rejection of Tenant's application on a property shown by Broker as a result of Tenant's misrepresentation on the Rental Application or other substantiating documents or Tenant's refusal to submit information and or substantiating documents required as part of routine application procedures.

The Broker's Fee shall be equal to \_\_\_\_\_ % of one month's rent or \$ \_\_\_\_\_ (strike one) due and payable at the time of execution of a lease. If the landlord or the landlord's representative offers compensation to the Broker, then the Tenant authorizes the Broker to receive such compensation and the amount of such compensation shall be credited against the Tenant's obligation to pay the Broker's Fee. In addition to the Broker's Fee, an additional fee of \_\_\_\_\_ will be collected from the Tenant payable to the Broker, at the time the Tenant takes possession of the property.

In the event the amount of compensation offered to Broker by a Listing Broker and/or Landlord is in an amount greater than that specified in paragraph "Retainer Fee," then, in such event, Tenant authorizes Broker to receive such compensation and to retain any such additional compensation without proration or rebate to Tenant.

Any obligation incurred under this Agreement on the part of the Tenant to pay the Broker's Fee shall survive the term of this Agreement.

9. **RELOCATION:** The Tenant is participating in an employee relocation program  **Yes**  **No**. If "Yes":
- (a) the program is named \_\_\_\_\_ Contact # \_\_\_\_\_ and
  - (b) the terms of the program are: \_\_\_\_\_
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If "No" or the Tenant has failed to list a specific employee relocation program, then the Broker shall have no obligation to cooperate with or compensate any undisclosed program and such compensation shall be the responsibility of Tenant.

**10. DISCLAIMER:** The Tenant acknowledges that the Broker is being retained solely as a real estate agent and not as an attorney, tax advisor, surveyor, structural engineer, home inspector or other professional service provider such as mold, lead paint or environmental hazard professional. The Tenant is advised to seek professional advice concerning the condition of the property or concerning legal and tax matters. The Tenant should exercise whatever due diligence the Tenant deems necessary with respect to information on crime. Such information may be obtained by contacting the local police department.

**11. EQUAL OPPORTUNITY:** Properties shall be shown and made available to the Tenant without regard to race, color, religion, sex, disability, familial status or national origin as well as all classes protected by the laws of Maryland, District of Columbia, and applicable local jurisdictions and applicable federal law.

**12. GENERAL PROVISIONS:**

- (a) **Laws and Regulations:** Tenant acknowledges that Broker must comply with federal, state and local laws and regulations as well as real estate licensing laws and regulations of either the District of Columbia or the State of Maryland. Tenant understands that, as a REALTOR®, Broker must adhere to the Code of Ethics promulgated by the NATIONAL ASSOCIATION OF REALTORS®.
- (b) **Delivery:** Delivery or Delivered means hand carried, sent by overnight delivery service, sent by wired or electronic medium which produces a tangible record of the transmission (such as telegram, mailgram, telecopier, "Fax", or email, which includes an attachment with an actual copy of the executed instruments being transmitted, or U.S. Postal mailing). In the event of overnight delivery service, Delivery will be deemed to have been made on the next business day following the sending, unless earlier receipt is acknowledged in writing. In the event of U.S. Postal mailing, Delivery will be deemed to have been made on the third business day following the mailing, unless earlier receipt is acknowledged in writing.
- (c) **Notice:** This agreement shall be deemed enforceable when it and all addenda and any modifications thereto have been signed, initialed where required by Tenant and Broker, and Delivered to the other party.
- (d) **Paragraph Headings:** The Paragraph headings in this Agreement are for reference and convenience only and do not define or limit the intent, rights or obligations of the parties.
- (e) **Definitions:** The singular shall include the plural, the plural the singular, and the use of either gender shall include the other gender.

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**13. ADDITIONAL PROVISIONS:**

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**14. AGREEMENT AND RECEIPT:** This document and attachments contain the full and entire Agreement between Tenant and Broker and supersede any prior or contemporaneous agreements, if any, whether written or oral between the parties, except as checked in Paragraph "Agency". Each acknowledges receipt of a copy of this Agreement. This Agreement may not be cancelled or modified except in writing that is signed by the parties hereto. In any action or proceeding involving a dispute between the Tenant, the landlord and/or the Broker, arising out of this Agreement, or to collect the Broker's Fee, the prevailing party shall be entitled to receive from the other party reasonable attorney's fees to be determined by the court or arbitrator(s).

**15. ELECTRONIC SIGNATURES:** In accordance with the Uniform Electronic Transactions Act (UETA) and the Electronic Signatures in Global and National Commerce Act, or E-Sign (the Act), and other applicable local or state legislation regarding Electronic Signatures and Transactions, the applicant(s) do hereby expressly authorize and agree to the use of electronic signatures as an additional method of signing and/or initialing this application and/or any future contracts or addenda. The applicants hereby agree that either party may sign electronically by utilizing a digital signature service.

Tenant: \_\_\_\_\_ Tenant: \_\_\_\_\_

Tenant and Broker acknowledge receipt of a copy of this Agreement.

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

\_\_\_\_\_  
Broker (name of Real Estate firm)

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

By: \_\_\_\_\_  
Agent of Broker Date

\_\_\_\_\_  
Address

\_\_\_\_\_  
Broker/Supervising Manager Date

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Email