

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*
6 *"purchase/lease" refers to any agreement to 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 **Ending Date:** This Agreement ends: _____

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

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

12 **2. SCOPE OF REPRESENTATION**

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

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

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

17 **Purchase** **Lease** **Option** **Exchange** **Build to Suit** **Trade**

18 **Other:** _____

19 **3. PROPERTY CRITERIA**

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

22 **Type of Property:** _____

23 **Use:** _____

24 **Location:** _____

25 **Price Range:** _____

26 **Other Terms:** _____

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

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

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

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

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

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

37 **5. BROKER'S FEE**

38 (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
39 that is a percentage of the purchase price (or in the case of a lease, a percentage of the total amount of rent due over the term
40 of the lease). Even though Broker's Fee may be paid by a seller/lessor or listing broker, Broker will continue to represent
41 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 _____
45 _____
46 _____

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

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

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

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

54 **Client Initials** _____

Broker/Licensee Initials: _____



57 **6. DUAL AGENCY**

58 Client agrees that Broker may also represent the seller/lessor of the property that Client might purchase/lease. The Broker is a
59 DUAL AGENT when representing both the seller/lessor and the Client in the purchase/lease of a property.

60 **7. DESIGNATED AGENCY**

61 Not Applicable

62 Applicable.

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

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

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

71 **9. DEPOSIT MONEY**

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

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

78 **10. CONFLICT OF INTEREST**

79 A conflict of interest is when Broker or Licensee has a financial or personal interest in the property where Broker or Licensee
80 cannot put Client's interest before any other. If Broker, or any of Broker's licensees, has a conflict of interest, Broker will notify
81 Client in a timely manner.

82 **11. OTHER CLIENTS**

83 Broker may show or present the same properties to other prospective buyers/lessees.

84 **12. CONFIDENTIALITY**

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

87 (B) Client understands that sellers or sellers' representatives might not treat the existence, terms or conditions of any offer as
88 confidential unless there is a confidentiality agreement between Buyer and the seller.

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

91 **13. EXPERTISE OF REAL ESTATE BROKERS AND SALESPERSONS**

92 Pennsylvania real estate brokers and salespersons are required to be licensed by the Commonwealth of Pennsylvania and are obli-
93 gated to disclose adverse factors about a property that are reasonably apparent to someone with expertise in the marketing of real
94 property.

95 (A) Client is advised that information regarding properties considered for purchase/lease by Client has been provided by the sell-
96 er/lessor or seller's/lessor's broker. Broker may request information from the seller/lessor, but Broker has not verified the accu-
97 racy of this information and Client is advised to investigate its accuracy.

98 (B) If Client wants information regarding specific conditions or components of the property which are outside the Broker's expert-
99 ise, the advice of an appropriate professional should be sought.

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

102 **14. CLIENT'S DUE DILIGENCE**

103 Unless Client and the seller/lessor agree otherwise, real estate is transferred in its present condition. It is Client's responsibility to
104 satisfy himself or herself that the condition of the property is satisfactory. Client may request that the property be inspected, at
105 Client's expense, by qualified professionals to determine the physical, structural, mechanical and environmental condition of the
106 land, improvements or their components, or for the suitability of the property for Client's needs. Client's request for any inspec-
107 tion should be made to Broker before entering into a purchase/lease agreement.

108 **15. CIVIL RIGHTS ACTS**

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

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

116 Client Initials _____

Broker/Licensee Initials: _____

117 **17. ASSIGNMENT OF THIS AGREEMENT**
 118 Client agrees that Broker may assign this Agreement to another broker. Broker will notify Client immediately in writing if
 119 Broker assigns this Agreement to another broker.
 120 **18. BINDING EFFECT** This Agreement will be binding upon the successors and assigns of the parties herein.
 121 **19. CHOICE OF LAW**
 122 This Agreement is entered into pursuant to the laws of the Commonwealth of Pennsylvania. Client acknowledges that by sign-
 123 ing this Agreement, Client is transacting business in Pennsylvania and is subject to the jurisdiction of Pennsylvania courts. Client
 124 waives any defense to the jurisdiction of Pennsylvania courts in any matter relating to or arising out of this Agreement.
 125 **20. ENTIRE AGREEMENT**
 126 This is the entire agreement between Broker and Client. Any verbal or written agreements that were made before are not a part
 127 of this Agreement. Any changes or additions to this Agreement must be in writing and signed by Broker and Client.
 128 **21. SPECIAL CLAUSES**

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141 **NOTICE BEFORE SIGNING: IF CLIENT HAS LEGAL QUESTIONS, CLIENT IS ADVISED TO CONSULT AN ATTORNEY.**
 142 Client has read and received the Consumer Notice as adopted by the State Real Estate Commission at 49 Pa. Code §35.336. All
 143 duties, disclosures and definitions included in the Consumer Notice are incorporated as part of this Agreement as though writ-
 144 ten here in their entirety.
 145 Pennsylvania law requires that this business relationship between Broker and Client be in writing.
 146 Return by facsimile (FAX) transmission constitutes acceptance of this Agreement.
 147 Client gives permission for Broker to send information about this transaction to the fax number(s) and/or e-mail address(es)
 148 listed below.
 149 By signing below, Client or Client's representative(s) verify that he/she has legal authority to sign a representation agreement
 150 that may bind Client to pay a fee to Broker.

151 **CLIENT'S MAILING ADDRESS:** _____
 152 _____

153 **PHONE:** _____ **FAX:** _____ **E-MAIL:** _____

154 **CLIENT** _____ **DATE** _____

155 **BY** _____

156 **CLIENT** _____ **DATE** _____

157 **BY** _____

158 **CLIENT** _____ **DATE** _____

159 **BY** _____

160 **BROKER (Company Name)** _____

161 **ACCEPTED BY** _____ **DATE** _____