

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)** _____ 1
2 **LICENSEE(S)** _____ 2
3 **CLIENT (Company or individual)** _____ 3
4 **CLIENT REPRESENTATIVE(S)** _____ 4

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

7 **1. TERM** 7

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

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

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

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

13 **2. SCOPE OF REPRESENTATION** 13

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

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

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

18 **Purchase** **Lease** **Option** **Exchange** **Build to Suit** **Trade** 18

19 **Other:** _____ 19

20 **3. PROPERTY CRITERIA** 20

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

23 **Type of Property:** _____ 23

24 **Use:** _____ 24

25 **Location:** _____ 25

26 **Price Range:** _____ 26

27 **Other Terms:** _____ 27
28 _____ 28

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

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

32 (B) Client warrants to Broker that Client is not currently subject to an exclusive buyer/tenant agency agreement with any other 32
33 broker. 33

34 (C) Client will work exclusively with and through Broker for the purchase/lease of any property during the term of this Agreement. 34

35 (D) Client will not enter into an exclusive buyer/tenant agency agreement with any other broker that begins before the Ending 35
36 Date of this Agreement. 36

37 (E) Client will provide Broker with relevant personal and business financial information to support Client's ability to complete 37
38 a transaction. 38

39 **5. BROKER'S FEE** 39

40 (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 40
41 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 41
42 of the lease). Even though Broker's Fee may be paid by a seller/lessor or listing broker, Broker will continue to represent 42
43 the interests of Client. 43

44 (B) If Client enters into any purchase/lease agreement, the Broker's Fee will be paid as follows: 44
45 _____ 45
46 _____ 46
47 _____ 47
48 _____ 48

49 (C) 1. **Broker's Fee is earned if Client enters into any purchase/lease agreement during the term of this Agreement,** 49
50 **whether brought about by Broker, Broker's agents or by any other person, including Client.** 50

51 2. If Client enters into a purchase/lease agreement for a property after the Ending Date of this Agreement, Client will pay 51
52 Broker's Fee: 52

53 a. if the purchase/lease is a result of Broker's actions during the term of this Agreement, OR 53

54 b. if the property was presented during the term of this Agreement and Client is not under an exclusive buyer/tenant 54
55 agency agreement with another broker at the time Client enters into the purchase/lease agreement. 55

56 **6. DUAL AGENCY** Client agrees that Broker may also represent the seller/lessor of the property that Client might purchase/lease. 56
57 The Broker is a DUAL AGENT when representing both the seller/lessor and the Client in the sale of a property. 57

58 **7. DESIGNATED AGENCY** 58

59 **Not Applicable** 59

60 **Applicable.** Broker may designate licensees to represent the separate interests of Client and the seller/lessor. Licensee (iden- 60
61 tified above) is the Designated Agent, who will act exclusively as Client's Buyer's Agent. If Licensee also represents the sell- 61
62 er/lessor, then Licensee is a DUAL AGENT. 62

63 **8. SERVICES TO SELLER/LESSOR** 63

64 Broker may provide services to a seller/lessor for which Broker may accept a fee. Such services may include, but are not limited 64
65 to: listing property; deed/document preparation; ordering certifications required for closing; financial services; title transfer and 65
66 preparation services; ordering insurance; ordering construction, repair, or inspection services. Broker will disclose to Client if any 66
67 fees are to be paid by the seller/lessor. 67

68 **9. DEPOSIT MONEY** 68

69 (A) If Client provides deposit monies to Broker, Broker will keep (or will give to the listing broker, who will keep) all deposit 69
70 monies that Broker/Licensee receives in an escrow account as required by real estate licensing laws and regulations until the 70
71 purchase/lease is completed or the purchase/lease agreement is terminated. Client agrees that Broker may wait to deposit 71
72 any uncashed check that is received as deposit monies until Client's offer has been accepted. 72

73 (B) If Client joins Broker/Licensee in a lawsuit for the return of deposit monies, Client will pay Broker's/Licensee's attorneys' 73
74 fees and costs. 74

75 **Client Initials:** _____ **BR-C Page 1 of 2** **Broker/Licensee Initials:** _____ 75

76 **10. CONFLICT OF INTEREST** A conflict of interest is when Broker or Licensee has a financial or personal interest in the prop- 76
77 erty where Broker or Licensee cannot put Client's interest before any other. If Broker, or any of Broker's licensees, has a conflict 77
78 of interest, Broker will notify Client in a timely manner. 78
79 **11. OTHER CLIENTS** Broker may show or present the same properties to other prospective buyers/lessees. 79
80 **12. CONFIDENTIALITY** 80
81 (A) Client understands and acknowledges that Broker will treat all information provided by Client, not required to be disclosed 81
82 by law, as confidential to the best of Broker's ability. 82
83 (B) Client hereby waives any claim for breach of confidentiality where a breach was accidental or the action of third parties over 83
84 which Broker has no control. 84
85 **13. EXPERTISE OF REAL ESTATE BROKERS AND SALESPERSONS** Pennsylvania real estate brokers and salespersons are 85
86 required to be licensed by the Commonwealth of Pennsylvania and are obligated to disclose adverse factors about a property that 86
87 are reasonably apparent to someone with expertise in the marketing of real property. 87
88 (A) Client is advised that information regarding properties considered for purchase/lease by Client has been provided by the sell- 88
89 er/lessor or seller's/lessor's broker. Broker may request information from the seller/lessor, but Broker has not verified the 89
90 accuracy of this information and Client is advised to investigate its accuracy. 90
91 (B) If Client wants information regarding specific conditions or components of the property which are outside the Broker's expert- 91
92 ise, the advice of an appropriate professional should be sought. 92
93 (C) If Client wants financial, tax, legal, or any other advice, Client is encouraged to seek the services of an accountant, lawyer, or 93
94 other appropriate professional. 94
95 **14. CLIENT'S DUE DILIGENCE** Unless Client and the seller/lessor agree otherwise, real estate is transferred in its present con- 95
96 dition. It is Client's responsibility to satisfy himself or herself that the condition of the property is satisfactory. Client may request 96
97 that the property be inspected, at Client's expense, by qualified professionals to determine the physical, structural, mechanical and 97
98 environmental condition of the land, improvements or their components, or for the suitability of the property for Client's needs. 98
99 Client's request for any inspection should be made to Broker before entering into a purchase/lease agreement. 99
100 **15. CIVIL RIGHTS ACTS** Federal and state laws make it illegal for a seller, broker, or anyone to use RACE, COLOR, RELIGION 100
101 or RELIGIOUS CREED, SEX, DISABILITY (physical or mental), FAMILIAL STATUS (children under 18 years of age), AGE (40 101
102 or older), NATIONAL ORIGIN, USE OR HANDLING/TRAINING OF SUPPORT OR GUIDE ANIMALS, or the FACT OF RELA- 102
103 TIONSHIP OR ASSOCIATION TO AN INDIVIDUAL KNOWN TO HAVE A DISABILITY as reasons for refusing to sell, show, 103
104 or rent properties, loan money, or set deposit amounts, or as reasons for any decision relating to the sale or rental of property. 104
105 **16. ATTORNEYS' FEES** If a lawsuit or arbitration proceeding is brought to enforce the terms of this Agreement, the prevailing 105
106 party will be entitled to receive reasonable attorneys' fees as set by the court or arbitrator. 106
107 **17. ASSIGNMENT OF THIS AGREEMENT** Client agrees that Broker may assign this Agreement to another broker. Broker will 107
108 notify Client immediately in writing if Broker assigns this Agreement to another broker. 108
109 **18. BINDING EFFECT** This Agreement will be binding upon the successors and assigns of the parties herein. 109
110 **19. CHOICE OF LAW** This Agreement is entered into pursuant to the laws of the Commonwealth of Pennsylvania. Client 110
111 acknowledges that by signing this Agreement, Client is transacting business in Pennsylvania and is subject to the jurisdiction of 111
112 Pennsylvania courts. Client waives any defense to the jurisdiction of Pennsylvania courts in any matter relating to or arising out 112
113 of this Agreement. 113
114 **20. ENTIRE AGREEMENT** This is the entire agreement between Broker and Client. Any verbal or written agreements that were 114
115 made before are not a part of this Agreement. Any changes or additions to this Agreement must be in writing and signed by Broker 115
116 and Client. 116
117 **21. SPECIAL CLAUSES** 117
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124 124
125 125
126 **NOTICE BEFORE SIGNING: IF CLIENT HAS LEGAL QUESTIONS, CLIENT IS ADVISED TO CONSULT AN ATTORNEY.** 126
127 **Client has read and received the Consumer Notice as adopted by the State Real Estate Commission at 49 Pa. Code §35.336. All 127**
128 **duties, disclosures and definitions included in the Consumer Notice are incorporated as part of this Agreement as though writ- 128**
129 **ten here in their entirety.** 129
130 **Pennsylvania law requires that this business relationship between Broker and Client be in writing.** 130
131 **Return by facsimile (FAX) transmission constitutes acceptance of this Agreement.** 131
132 **Client gives permission for Broker to send information about this transaction to the fax number(s) and/or e-mail address(es) 132**
133 **listed below.** 133
134 **By signing below, Client or Client's representative(s) verify that he/she has legal authority to sign a representation agreement 134**
135 **that may bind Client to pay a fee to Broker.** 135
136 **CLIENT'S MAILING ADDRESS:** _____ 136
137 _____ 137
138 **PHONE:** _____ **FAX:** _____ **E-MAIL:** _____ 138
139 **CLIENT** _____ **DATE** _____ 139
140 **BY** _____ 140
141 **CLIENT** _____ **DATE** _____ 141
142 **BY** _____ 142
143 **BROKER (Company Name)** _____ 143
144 **ACCEPTED BY** _____ **DATE** _____ 144
145 _____ 145