



# ATLANTA COMMERCIAL BOARD OF REALTORS<sup>®</sup>, INC. TENANT/BUYER EXCLUSIVE REPRESENTATION AGREEMENT



THIS TENANT/BUYER EXCLUSIVE REPRESENTATION AGREEMENT, dated \_\_\_\_\_, \_\_\_\_\_, by and between \_\_\_\_\_ (“Client”) and \_\_\_\_\_ (“Broker”).

WHEREAS, Client and Broker desire to enter into this Agreement upon the terms and conditions set forth herein.

NOW, THEREFORE, for and in consideration of the payment of Ten Dollars (\$10.00), the mutual covenants contained herein and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

**1. EXCLUSIVE RIGHT TO REPRESENT.** In consideration of the services to be rendered by Broker to Client, Client hereby appoints Broker as its sole and exclusive broker in the lease/purchase of real property and to perform the Brokerage Services (as defined hereinafter) for Client. Client represents that Client has not entered into a tenant/buyer representation agreement with any other broker or has terminated any previous tenant/buyer representation agreement.

**2. BROKERAGE SERVICES.** The term “Brokerage Services” shall include the following: \_\_\_\_\_.

**3. NO OBLIGATION TO PURCHASE OR LEASE.** Client shall be under no obligation to lease any space or building, or purchase any property submitted to Client by Broker.

**4. COMMISSIONS OR FINDER’S FEES.** Broker acknowledges and understands that the Broker shall look solely to (\_\_\_\_\_) potential lessor/seller; or (\_\_\_\_\_) Client, for any and all compensation for services performed pursuant to this Agreement:

In the event the potential lessor/seller is selected above, Client hereby consents to Broker’s receipt of any such payment and Client hereby agrees to cooperate with and use its best efforts to assist Broker to obtain a commission or finder’s fee from lessor/seller who has property for lease/purchase and who desires to procure Client as a tenant/buyer for said property. Furthermore, in the event that a lessor/seller defaults or refuses to pay any commission or finder’s fee, or any portion thereof that it has agreed to pay Broker:

(\_\_\_\_\_) Client shall pay Broker a commission as follows \_\_\_\_\_ within fifteen (15) days written notice to Client.

(\_\_\_\_\_) Broker shall have no recourse against Client for such unpaid commission or finder’s fee.

**5. TERM; TERMINATION.**

(A) The term of this Agreement shall be for \_\_\_\_\_ full calendar month(s) from the effective date hereof and shall be renewed automatically on the same terms and conditions for \_\_\_\_\_ successive period(s)

of \_\_\_\_\_ full calendar month(s) unless sooner terminated as provided herein below.

- (i) By Client, if the Brokerage Services are canceled or postponed for a period of one year or longer, by giving Broker ten (10) days advance written notice, or
- (ii) By Broker at its sole discretion if Broker waives any right to any commission by giving Client ten (10) days advance written notice.

(B) Client hereby agrees that in the event that this Agreement is terminated by Client as provided in paragraph 5(A)(i) above or expires, then for a period of \_\_\_\_\_ full calendar months thereafter, if Client leases/purchases, or contracts to lease/purchase any of the Prospective Properties or any other real property which Client became aware of during the term of this Agreement, Client shall recognize Broker as the procuring cause of such transaction and shall use its best efforts to obtain for Broker a commission or fee from lessor or seller. For the purposes hereof, "Prospective Properties" shall mean those real properties identified to Client by Broker during the term of this Agreement and listed on a writing delivered by Broker to Client within ten (10) days after the termination of this Agreement. This provision shall survive the termination or expiration of this Agreement.

**6. CLIENT/BROKER RESPONSIBILITIES.** Client agrees to inform all of its employees, potential lessors and sellers and other brokers previously involved in the Brokerage Services, or those who make an inquiry about the Brokerage Services, of Broker's appointment as Client's sole and exclusive broker, and to refer all parties, correspondence or inquires with respect to the Brokerage Services to Broker.

**7. CONFIDENTIALITY.** Broker shall keep confidential all information received by Broker during the course of the engagement which is made confidential by an express request or instruction from Client unless Client permits such disclosure by subsequent work or conduct, or such disclosure is required by law; provided, however, that Client acknowledges that disclosures between a broker and any of the broker's affiliated licensees assisting the broker in representing a client shall not be deemed to breach this duty of confidentiality described above.

**8. AGENCY/DISCLOSURE.** Client and Broker hereby acknowledge that upon Broker's disclosure of such representation and Broker's receipt of prior written consent from all such parties in accordance with O.C.G.A. 10-6A-1 et seq. (BRRETA), Broker may represent landlord of the Premises, tenant and/or potential subtenant in the sublease of the Premises.

**9. NOTICE.** All notices, requests, consents and other communications hereunder shall be in writing and shall be personally delivered, sent by Federal Express or other overnight or same day courier service providing a return receipt, or mailed by first-class registered or certified mail, return receipt requested, with postage prepaid. Notices may also be sent by facsimile or electronic mail (with proof of transmission and receipt) between the hours of 9:00 a.m. and 6:00 p.m. local \_\_\_\_\_ time, Mondays through Fridays, holidays excepted, provided that a copy thereof is also sent by one of the other methods permitted hereunder. Notices shall be effective when received, when refused or when the same cannot be delivered, as evidenced on the return receipt or facsimile delivery confirmation, as applicable. Notices shall be sent to the following addresses:

Client: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 ATTN: \_\_\_\_\_

Broker: \_\_\_\_\_

\_\_\_\_\_

ATTN: \_\_\_\_\_

**10. GOVERNING LAW.** This Agreement shall be governed by the laws of the State of Georgia.

**11. ASSIGNMENT.** This Agreement, or any of the rights, duties or benefits hereunder, shall not be assigned by either party hereto without the prior written consent of the other party hereto.

**12. AUTHORIZATION.** Client represents that it has the full right, title, authority and capacity to execute this Agreement, and the person signing on behalf of Client individually represents that he or she has full authority to sign.

**13. MISCELLANEOUS.** This Agreement is the complete understanding between the parties and supersedes all other prior agreements and representations concerning its subject matter. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, administrators, executors, successors, assigns and legal representatives. This Agreement may be modified only in writing signed by the party against which enforcement of the modification is asserted. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. Any counterpart of this Agreement may be executed and delivered by facsimile or electronic transmission. Time is of the essence of this Agreement.

**14. ATLANTA COMMERCIAL BOARD OF REALTORS, INC. (“ACBR”) DISCLAIMER; WAIVER AND RELEASE OF CLAIMS.** THIS “DISCLAIMER; WAIVER AND RELEASE OF CLAIMS” PROVISION, WITHOUT ANY CHANGES, MODIFICATIONS, DELETIONS OR REVISIONS, MUST BE INCLUDED IN ALL ACBR FORM DOCUMENTS THAT INCLUDE ANY REFERENCE TO ACBR. THE PARTIES HERETO HEREBY ACKNOWLEDGE AND AGREE THAT: (A) THIS DOCUMENT HAS IMPORTANT CONSEQUENCES, LEGAL, FINANCIAL AND OTHERWISE, AND ACBR HAS ADVISED THE PARTIES THAT THEY SHOULD EACH CONSULT WITH AN ATTORNEY OR OTHER PROFESSIONAL OF THEIR CHOICE WITH RESPECT TO THE TERMS OF, AND/OR THE COMPLETION, MODIFICATION AND/OR EXECUTION OF, THIS DOCUMENT; (B) FORM DOCUMENTS BY THEIR NATURE ARE DESIGNED TO BE OF GENERAL APPLICATION, AND MAY NOT BE APPLICABLE TO SPECIFIC FACTS AND CIRCUMSTANCES, MAY NOT ADDRESS A GIVEN PARTY’S SPECIFIC CONDITIONS OR REQUIREMENTS AND/OR MAY NOT REFLECT THE RELATIVE BARGAINING OR NEGOTIATIONS OF THE PARTIES, AS SUCH VARIABLES MAY ARISE ON ANY GIVEN TRANSACTION; (C) TO AVOID ANY POSSIBLE MISUNDERSTANDING OR CONFUSION AS TO THE ORIGINAL FORM OF THIS DOCUMENT AND ANY REVISIONS, MODIFICATIONS OR CHANGES TO IT, ANY AND ALL REVISIONS, MODIFICATIONS OR CHANGES TO THE ORIGINAL SHOULD BE MADE READILY APPARENT BY HIGHLIGHTING, UNDERSCORING OR OTHER MEANS TO DISTINGUISH THEM FROM THE ORIGINAL ACBR FORM; (D) ACBR HAS MADE THE ORIGINAL VERSIONS OF THIS DOCUMENT AND OTHER DOCUMENT FORMS AVAILABLE TO ACBR’S MEMBERS AS A SERVICE, BUT MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE SUITABILITY OR APPLICABILITY OF THE TERMS AND CONDITIONS OF, OR THE ENFORCEABILITY OF, THIS DOCUMENT OR OTHER DOCUMENT FORMS; (E) ACBR DOCUMENT FORMS ARE UPDATED BY ACBR FROM TIME TO TIME, AND ACBR STRONGLY RECOMMENDS TO THE PARTIES THAT THEY

USE THE MOST CURRENT, UPDATED VERSIONS OF ANY SUCH DOCUMENT FORMS; AND (F) BY EXECUTING THIS DOCUMENT THE PARTIES HERETO EACH HEREBY WAIVE AND RELEASE ACBR, ITS OFFICERS, DIRECTORS, MEMBERS, EMPLOYEES AND AGENTS, FROM ANY AND ALL CLAIMS, DEMANDS AND/OR CAUSES OF ACTION (WHETHER KNOWN OR UNKNOWN) ARISING OUT OF, PERTAINING TO OR RESULTING DIRECTLY OR INDIRECTLY FROM THE USE OF THIS FORM DOCUMENT.

**15. SPECIAL STIPULATIONS.**

\_\_\_\_\_

- Signatures on following page -

Draft

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have caused this Agreement to be executed, under seal, in their specific names and by their duly authorized officials, the day and year set forth below.

CLIENT: \_\_\_\_\_

By: \_\_\_\_\_ (Seal)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

BROKER: \_\_\_\_\_

By: \_\_\_\_\_ (Seal)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Firm License #: \_\_\_\_\_

Phone: \_\_\_\_\_

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

Agent Name(s): \_\_\_\_\_

Agent License # (s): \_\_\_\_\_

Add additional names & License #'s of other agents involved in connection with this transaction.

\_\_\_\_\_