



NEW JERSEY ASSOCIATION OF REALTORS® STANDARD FORM OF EXCLUSIVE TENANT AGENCY AGREEMENT



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1. AGENCY: (Tenant) and (Tenant)

referred to in this Agreement as "Tenant" hereby designate (Brokerage Firm)

as Tenant's exclusive agent, referred to in this Agreement as "Tenant's Agent", for the purpose of searching for, locating, and leasing real estate by Tenant, pursuant to all of the terms and conditions set forth below.

2. DECLARATION OF BUSINESS RELATIONSHIP: The real estate license law of the State of New Jersey requires every real estate licensee to declare the basis of the business relationship being established between such licensee and Tenant.

Accordingly, I, AS AN AUTHORIZED REPRESENTATIVE OF

(Name of Licensee) INTEND, AS OF THIS TIME, TO WORK WITH YOU (Name of Firm)

(tenant) AS A: (choose one) TENANT'S AGENT ONLY TENANT'S AGENT AND DISCLOSED DUAL AGENT IF THE OPPORTUNITY ARISES.

3. TERM: This Agency Agreement shall commence on and shall expire at midnight on the day of or three (3) days after receipt by Tenant's Agent of a written termination notice from Tenant, whichever shall first occur.

4. BROKERAGE FEE: In consideration of the services rendered by Tenant's Agent in behalf of Tenant, Tenant agrees to pay to Tenant's Agent a brokerage fee of. The brokerage fee shall be earned, due and payable by Tenant to Tenant's Agent if any property introduced by Tenant's Agent to Tenants during the term of this Agreement is purchased by Tenant prior to the expiration of this Agreement, or within days after the termination of this Agreement. However, if the landlord of such property authorizes the listing broker to pay a portion of the listing broker's brokerage fee to Tenant's Agent, that portion of such brokerage fee shall be credited against Tenant's obligation to Tenant's Agent as set forth above. In such event, Tenant agrees to pay to Tenant's Agent, at the time of title closing, the difference between the amount so received from the listing broker and the total brokerage fee due to Tenant's Agent as referred to in this paragraph.

5. TENANT'S AGENT'S DUTY: Tenant's Agent shall:

- (a) Use diligence in its search to locate a property which is acceptable to Tenant.
(b) Use professional knowledge and skills to assist Tenant to negotiate for the purchase of such property.
(c) Assist the Tenant throughout the transaction and to represent Tenant's best interests.

6. TENANT'S DUTY: Tenant shall:

- (a) Provide accurate and relevant personal information to Tenant's Agent regarding Tenant's financial ability to lease real estate.
(b) Advise Tenant's Agent of any home offered for lease to Tenant where Tenant may have an interest in leasing such property.
(c) Submit through Tenant's Agent, any offer to lease or contract on a property which was shown to Tenant by Tenant's Agent.

7. OTHER TENANTS: Other potential tenants may be interested in the same properties as Tenant. It is agreed that Tenant's Agent may represent such other potential tenants whether such representation arises prior to, during, or after the termination of this Agreement. In any such situation, Tenant agrees that Tenant's Agent will not disclose to any other potential tenant the terms of the Tenant's offer or any other confidential information concerning the Tenant and also will not disclose to Tenant the terms of any other tenant's offer or any confidential information concerning the other tenant(s).

8. DUAL AGENCY. Tenant understands that Tenant's Agent may elect to represent a landlord as well as Tenant in the lease of such landlord's property. In such event, Tenant acknowledges that Tenant's Agent will be a dual agent, and pursuant to law, will have to obtain the written informed consent of both the landlord and Tenant for the Tenant's Agent to be a Disclosed Dual Agent. Tenant understands that by consenting to the Tenant's Agent to be a Disclosed Dual Agent, there will be a limitation on the Tenant's Agent's ability to represent either the Tenant or landlord fully and exclusively. Tenant's Agent, when acting as a Disclosed Dual Agent, will not be able to put either the landlord's interests ahead of the Tenant's nor the Tenant's interests ahead of the landlord's. Tenant's consent to Tenant's Agent being a Disclosed Dual Agent shall be deemed to have been given only when the "Informed Consent to Dual Agency" is signed by the Tenant.

9. Tenant represents to Tenant's Agent that no other tenant's agency agreement is presently in effect. Tenant agrees not to enter into any such agreement during the term of this Agreement.

10. Tenant acknowledges receipt of the Consumer Information Statement on New Jersey Real Estate Relationships.

11. Tenant hereby acknowledges receipt of a signed copy of this legally binding Agreement and agrees to be bound by and comply with its terms and conditions.

IF TENANT DOES NOT UNDERSTAND ALL OF THE TERMS OF THIS AGREEMENT, LEGAL ADVICE SHOULD BE SOUGHT BEFORE SIGNING.

By: Tenant's Agent TENANT Date

Better Homes NJ, VRI Realtors TENANT Date