



COMMERCIAL EXCLUSIVE RIGHT TO REPRESENT BUYER/TENANT CONTRACT
Commercial Real Estate Council of the Greater Hartford Association of REALTORS®, Inc.



1. **YOU (BUYER(S)/TENANT(S))** _____ give us
(BROKER) _____ the exclusive right to
 assist you to locate and PURCHASE, LEASE or EXCHANGE real property generally described as: _____
 _____ (the "Property") during the period from
 _____ to _____ inclusive.

2. **WE WILL** use diligent efforts to assist you to locate and PURCHASE, LEASE or EXCHANGE the Property through sources available to us, which may include direct contacts, broker contacts or multiple listing services.

The following paragraph is applicable if checked:

You understand and agree that we may also be a seller's agent for the Property. In that event, we would become a dual agent, representing both you and the owner. As a dual agent, we would owe you and the owner a duty of fairness and honesty. Because we would not represent you exclusively, you cannot expect to have our undivided loyalty. As a dual agent, we may not reveal any confidential information which would provide a negotiating advantage to either party except as authorized by either party or required by law. If dual agency arises, we will promptly disclose all relevant information to you and give you any disclosure notices or consent agreements required by law, for your review and signature.

3. **YOU WILL** give us financial and other pertinent information about your real estate objectives and needs, be reasonably available to examine properties and otherwise cooperate with us. You authorize us to disclose your identity and financial and other information to assist you to locate and PURCHASE, LEASE or EXCHANGE the Property. You will work exclusively through us during the term of this Agreement and tell us about all past and current contacts with properties and brokers and any brokerage agreements currently in effect. You agree that we may represent other buyers who are interested in the same Property.

NOTICE: THE AMOUNT OR RATE OF REAL ESTATE BROKER COMPENSATION IS NOT FIXED BY LAW. IT IS SET BY EACH BROKER INDIVIDUALLY AND MAY BE NEGOTIABLE BETWEEN YOU AND THE BROKER.

4. **OUR COMMISSION** is:

PURCHASE, EXCHANGE or OPTION: _____% of the total Purchase/Exchange/Option price, or \$ _____. If you exercise an Option, you will pay us the Purchase/Exchange commission amount, minus any commission amounts paid to us for the Option.

LEASE (or other form of tenancy):

- a. Year _____ through _____ : _____% of the total gross rent for this period of the lease/tenancy.
- b. Year _____ through _____ : _____% of the total gross rent for this period of the lease/tenancy.
- c. Year _____ through _____ : _____% of the total gross rent for this period of the lease/tenancy.
- d. Tenant's purchase of the Property: _____% of the total purchase price.
- e. Other: _____

f. The same commission schedule applies for enlargements, renewals, extensions, and modifications of the lease documents, with payment for same due and payable upon commencement of each enlargement, renewal, extension, or modification or execution of the document(s) of each such enlargement, renewal, extension, or modification, whichever first occurs.

g. Commission Override - In the event there is a commission payable to a listing broker, the commission schedule above shall be amended to reflect the commission split as follows: _____% to us, and _____% to the listing broker.

HOURLY FEE: _____, payable within 30 days of billing invoice date.

5. **WE EARN** our commission if and when you: (a) enter into a contract for the PURCHASE, LEASE or EXCHANGE of Property during the term of this Contract and all material conditions have been met or are subsequently met; or (b) PURCHASE, LEASE or EXCHANGE the Property during the term of this Contract; or (c) within one hundred eighty (180) days after expiration of this Contract you do any of the things described in the foregoing clauses (a) or (b) with respect to Property that we located for you during the term of this Contract.

6. **WE AGREE** to request our commission from the owner or listing agency. However, you agree to pay us all or any portion of our commission that is not paid through the owner.

7. **YOU WILL** pay us PURCHASE/EXCHANGE COMMISSIONS on or before the closing of the Property; OPTION COMMISSIONS at the execution of any option agreement; and LEASE COMMISSIONS at the execution of the lease document and as set forth in Paragraph 4f.

Buyer Initial _____ Date _____ Buyer _____ Date _____

8. **OTHER PROVISIONS:** _____

9. **YOU AGREE** to defend and hold us harmless and pay any and all of our costs and damages (including any court costs and reasonable attorney fees) arising out of your negligent or intentional acts or omissions in connection with this Agreement or any lease or transfer of the Property, or out of any disputes with respect to any deposits paid by you and held by us in escrow. You also agree to pay our costs and expenses, including court costs and reasonable attorneys fees, in any successful action by us to collect our commission from you.

10. **NOTICE: THE REAL ESTATE BROKER MAY BE ENTITLED TO CERTAIN LIEN RIGHTS PURSUANT TO SUB-SECTION (d) (AND SUBSECTIONS e-q) OF SECTION 20-325a OF THE CONNECTICUT GENERAL STATUTES.**

11. **THIS AGREEMENT IS SUBJECT TO CONNECTICUT GENERAL STATUTES PROHIBITING DISCRIMINATION IN COMMERCIAL AND RESIDENTIAL REAL ESTATE TRANSACTIONS (C.G.S. Title 46a, Chapter 814 c).**

12. **THIS AGREEMENT** shall be binding upon the parties and their heirs, successors, assigns, and personal representatives; shall be interpreted under and governed by the laws of the State of Connecticut; and may be modified, waived or discharged only by an agreement in writing signed by all parties.

13. **BY SIGNING** this Agreement, you acknowledge receipt of a copy of it. You also represent that if the Buyer/Tenant is a partnership, corporation, limited liability company, or other legal entity that you are the duly authorized agent to execute this Agreement and that such partnership, corporation, limited liability company, or other legal entity is in existence and is empowered and authorized to enter into this Agreement.

14. **EXECUTION BY ELECTRONIC METHODS.** The parties agree that they may enter into this Contract (including any amendments hereto) via facsimile (fax) machine and/or email. This consent applies only to this transaction, and either party may withdraw such consent by fax or email or in writing, but such withdrawal will not affect the validity or enforceability of this Contract (or any amendments hereto) after it has been entered into. Faxing, and retention of and access to fax records, requires a fax machine or other appropriate fax technology. Email, and retention of and access to email records, requires a computer, internet account and email software.

Broker elects to use: Fax: Fax number is: _____
 Email: Email address is: _____

Buyer elects to use: Fax: Fax number is: _____
 Email: Email address is: _____

If any party changes its email address or fax number it will promptly notify the other party of the new email address and/or fax number.

Real Estate Brokerage Firm

street name & no. city or town state zip code

By: _____
Broker/Broker's Authorized Agent

Printed Name: _____

BUYER(S)/TENANT(S)

(All Buyers/Tenants of record, if one or more individuals, must sign; if a partnership all partners other than limited partners must sign; if a corporation an authorized officer must sign; if a limited liability company then all members, a manager or an authorized member must sign)

1. Entity Name (if applicable): _____

General Partner/Duly Authorized Corporate Agent/Member/Manager/Individual Date
Printed Name: _____
Address: _____
street name & no. city or town state zip code

2. _____
General Partner/Duly Authorized Corporate Agent/Member/Manager/Individual Date
Printed Name: _____
Address: _____
street name & no. city or town state zip code

3. _____
General Partner/Duly Authorized Corporate Agent/Member/Manager/Individual Date
Printed Name: _____
Address: _____
street name & no. city or town state zip code