EXCLUSIVE TENANT REPRESENTATION AGREEMENT #704

MASSACHUSETTS ASSOCIATION OF REALTORS®

This Exclusive Tenant Representation Agreement is made between _____ _____ ("TENANT") and _____,a real estate broker licensed under the laws of the Commonwealth of Massachusetts (*check if applicable*) ☐who has designated_____(*licensee name*) to work on TENANT'S behalf ("BROKER"). In consideration of the mutual promises set forth below, TENANT and BROKER agree as follows:

1. **Exclusive Representation.** TENANT grants to BROKER the exclusive right to locate or procure real property acceptable for lease by TENANT. TENANT further agrees to refer all potentially acceptable real property to BROKER during the Term of this Agreement and agrees to notify all other real estate agents who communicate with TENANT of BROKER'S exclusive relationship with TENANT. The final decision whether or not a property is acceptable for lease shall be solely within the discretion of TENANT.

2. **Term of Agreement.** The Term of this Agreement shall be from _____ to _____ unless extended by agreement.
   Additional Provisions of Term (if any): _____
   _____

3. **Broker's Services/Duties.** BROKER agrees to use reasonable efforts to locate real property acceptable to TENANT and to assist TENANT in negotiating terms and conditions of a contract acceptable to TENANT for the lease of the real property (the "Contract"). BROKER agrees to assist in locating properties and arranging showings and shall give advice concerning real estate practices and procedures, assist in negotiations, and coordinate activities throughout the process. BROKER agrees to comply with all applicable federal, state and local Fair Housing Laws.
   Additional Broker Services (if any): _____
   _____

   Such services do not constitute a guarantee or warranty concerning any real property.

   BROKER is authorized to disclose TENANT'S identity. BROKER agrees to preserve confidential information of TENANT, making disclosure of confidential information solely to the extent necessary to establish TENANT'S financial qualifications. TENANT is advised that landlord/owner or the landlord/owner's representatives are not required to treat the existence, terms or conditions of an offer to lease as confidential, unless a confidentiality agreement has been made with the owner before submission of an application. TENANT understands that BROKER represents other tenants and agrees that it will not constitute a breach of duty for the TENANT'S agent to introduce another prospective TENANT to a property in which TENANT may be interested or to assist another TENANT with obtaining a lease for the property. BROKER shall maintain confidentiality of material information of each TENANT.

4. **Tenant's Duties.** TENANT agrees to work exclusively with BROKER during the Term of this Agreement. TENANT agrees to conduct all negotiations with the knowledge and assistance of BROKER. TENANT agrees to cooperate with BROKER by providing relevant personal and financial information and to cooperate in scheduling and attending showings. TENANT agrees to advise BROKER of any interest in the lease of real property about which TENANT was previously advised by any other person. TENANT represents that TENANT is not subject to any earlier exclusive agreement with any other broker or any extension period thereof.

   TENANT agrees that BROKER has not been retained as an attorney, inspector, surveyor or to determine the condition of the real property and has not been retained to provide legal advice or to provide an opinion concerning lawfulness of current or anticipated uses. TENANT agrees that BROKER shall have no duty to disclose any matter or condition outside the boundaries of the real property being considered for lease, including, but not limited to, present conditions and anticipated changes in the neighborhood where the property is located.

   TENANT understands that this Agreement does not relieve TENANT of the duty to exercise due diligence for TENANT'S own protection, including the duty to investigate any information of importance to the TENANT. BROKER recommends that an attorney and other professionals be hired for such services as TENANT deems appropriate and that TENANT personally investigate particular matters which may be of importance, including, but not limited to, neighborhood composition, the level of crime and presence of sex offenders.

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5. Broker's Compensation. According to the Code of Ethics and Standards of Practice of the National Association of REALTORS®, TENANT has been advised of the BROKER'S general company policies regarding compensation to other licensees and that fees are not fixed, controlled or recommended by law or by any other person or entity not a party to this Agreement and are fully negotiable. In consideration for the services performed under the Agreement, TENANT agrees to the following BROKER compensation terms:

a) The total amount due from TENANT to BROKER shall be _____.

b) Payment(s) is/are due from TENANT by check or cash at the time of the following event(s). Time is of the essence:

i ☐ $_____ upon signing this document

ii ☐ $_____ upon TENANT signing a rental application

iii ☐ $_____ upon TENANT signing a lease/ other rental agreement

iv ☐ $_____ upon _____

c) If tenancy is not created, TENANT ☐ **shall /** ☐ **shall not** (check one) be entitled to a ☐ **full /** ☐ **partial** (check one) refund of amounts previously paid. No refund shall be due if TENANT has made a false statement, has intentionally omitted requested information or has committed another wrongful act. If entitled to a partial refund, it shall be calculated as follows: _____.

d) BROKER received payment in the amount of $_____ on _____ (date) from TENANT by ☐ cash ☐ check ☐ other _____.

e) In the event that, within _____ days following the term of this Agreement, TENANT or any person acting for or with TENANT leases real property during said Term, payment as indicated in subparagraph (b) is due.

f) All fee disputes, claims or controversies arising out of or related to this Agreement shall, upon demand of either party, be submitted for binding arbitration, to the local or state Association of REALTORS® or, in the event the Association declines to hear the matter, to the American Arbitration Association (AAA) or, upon mutual agreement, to another dispute resolution service. The REALTOR® arbitration proceedings shall be conducted by a panel of three (3) arbitrators according to the then current rules of the local or state Association of REALTORS® or, if before AAA, by a single arbitrator according to the consumer arbitration rules, or if not applicable, to the commercial arbitration rules of the AAA, and all proceedings will be conducted at a location in Massachusetts chosen by the arbitrator. Reasonable attorneys' fees and costs shall be awarded to the generally prevailing party in the arbitration. Should either party file a claim for violation of General Laws Chapter 93A, the prevailing party (including any agent of the BROKER) shall be entitled to recover reasonable attorneys' fees and costs, but no fees and costs shall be recovered in the event that a tender of settlement was made in advance of suit, but rejected, and the court or arbitrator determines that the rejected tender was reasonable in relationship to the injury actually suffered.

6. Entire Agreement/Governing Law. This Agreement is the entire agreement between the parties. TENANT has read this Agreement, understands its contents and has received a copy of the same at the time of signing. This Agreement is binding upon the parties' heirs, successors, and personal representatives. Assignment shall not limit the rights of BROKER. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts. Unless otherwise stated, this Agreement may not be modified, except in writing signed by both parties.

7. Additional Terms.

_____

_____

_____

_____

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This document creates binding legal obligations. For legal advice, consult an attorney.

DATED	TENANT or Authorized Representative
BROKER or Authorized Representative	TENANT or Authorized Representative
Designated Licensee Name and License Number (if applicable)	Licensee Signature

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