

**COMMERCIAL-INDUSTRIAL CONTRACT FOR EXCLUSIVE RIGHT TO REPRESENT TENANT**

This form approved by the Minnesota Association of REALTORS®, which disclaims any liability arising out of use or misuse of this form.

© 2004 Minnesota Association of REALTORS®, Edina, MN

- 1. Date: \_\_\_\_\_
- 2. Page 1

3. \_\_\_\_\_ (“Tenant”)  
(Tenant)

4. gives \_\_\_\_\_  
(Real Estate Broker)

5. (“Broker”), by \_\_\_\_\_  
(Real Estate Agent)

6. (“Agent”), the exclusive right to locate and/or negotiate for the lease or option to lease (“Lease”), commercial, industrial or investment property at a price  
7. and upon terms acceptable to Tenant. This Agreement starts on \_\_\_\_\_, 20\_\_\_\_, and ends at 11:59 p.m. on \_\_\_\_\_, 20\_\_\_\_\_.

8. **AGENT’S OBLIGATION** Agent shall:

- 9. 1. Make a reasonable effort to locate property acceptable to Tenant.
- 10. 2. Use professional knowledge and skills to locate and/or negotiate for the Lease of property.
- 11. 3. Assist Tenant throughout the transaction.
- 12. 4. Act in Tenant’s best interest at all times.

13. **TENANT’S OBLIGATION** Tenant shall:

- 14. 1. Work exclusively with Agent for the Lease of property.
- 15. 2. Promptly furnish Agent with accurate and relevant personal financial information to ascertain Tenant’s ability to Lease property.
- 16. 3. Cooperate with Agent in finding a property to Lease. After a lease agreement has been accepted by the landlord,
- 17. Tenant is legally obligated to perform under the terms of that lease agreement. If Tenant refuses to commence the tenancy for
- 18. any reason other than the failure of the landlord to perform, subject to any contingencies, Tenant shall pay Broker all compensation due under this Agreement.

19. **NOTICE: THE COMPENSATION RATE FOR THE PURCHASE, LEASE RENTAL OR MANAGEMENT OF REAL PROPERTY SHALL BE DETERMINED BETWEEN EACH INDIVIDUAL REAL ESTATE BROKER AND AND THE BROKER’S CLIENT.**

21. **COMPENSATION** (fill in all blanks):

22. Tenant agrees to compensate Broker if Tenant or any other person acting on the Tenant’s behalf, agrees to Lease any property during the  
23. term of this Agreement.

- 24. 1. Tenant shall pay Broker a retainer fee of \$\_\_\_\_\_when Tenant signs this Agreement. Broker shall keep this fee even if
- 25. Tenant does not Lease property. The retainer paid shall apply toward satisfaction of Tenant’s obligation to pay compensation to
- 26. Broker.
- 27. 2. Tenant shall pay Broker a commission of\_\_\_\_\_ percent (%) of the total rental obligation for the Lease of the property or
- 28. \$ \_\_\_\_\_,whichever is greater, when Tenant executes the Lease, if:
- 29. A. Tenant Leases or agrees to Lease a property before the end of this Agreement, even if Tenant does not use Broker’s services;
- 30. or
- 31. B. Within \_\_\_\_\_ days (not to exceed 180 days, except for the purchase or sale of a business, in which case it cannot exceed two
- 32. (2) years) after the end of this Agreement, Tenant Leases property which either Broker or Agent has physically shown Tenant or
- 33. in which Tenant has made an affirmative showing of interest to Broker or Agent before the end of this Agreement, so long as
- 34. Broker has identified this property on a written list Broker gives to Tenant within 72 hours after the end of this Agreement.

35. Broker is authorized to negotiate and receive compensation paid by the landlord, or broker representing or assisting landlord, if Broker tells Tenant  
36. in writing before Tenant signs a Lease on the property. Any compensation accepted by Broker from the landlord, or broker representing or  
37. assisting landlord,  **SHALL**  **SHALL NOT** reduce any obligation of Tenant to pay the compensation.  
------(check one)-----

38. **OTHER POTENTIAL TENANTS:** Tenant understands that other potential tenants may consider and/or make offers to Lease through  
39. Broker, Agent or other agents of Broker, the same or similar properties as Tenant is seeking to Lease. Tenant consents to Broker, Agent and  
40. other agents of Broker representing such other potential tenants before, during and after the expiration of this Agreement.

**COMMERCIAL-INDUSTRIAL CONTRACT FOR  
EXCLUSIVE RIGHT TO REPRESENT TENANT**

41. Page 2

42. **ATTORNEYS' FEES:** In the event of any litigation instituted by Tenant or Broker to enforce the provisions of this Agreement, the prevailing  
43. party shall recover reasonable attorneys' fees, costs and expenses from the other party.

44. **OTHER PROVISIONS:** \_\_\_\_\_

45. \_\_\_\_\_

46. \_\_\_\_\_

47. \_\_\_\_\_ (Broker) \_\_\_\_\_ (Tenant)

48. By: \_\_\_\_\_ (Agent) \_\_\_\_\_ (Date)

49. \_\_\_\_\_ (Date)