

EXCLUSIVE RIGHT TO REPRESENT TENANT AGREEMENT

Connecticut law prohibits a broker or salesperson from representing or negotiating on behalf of a buyer or tenant unless buyer or tenant signs a written agreement to allow the broker or salesperson to act on their behalf. An agent of a real estate brokerage firm cannot show a buyer or tenant another firm's listing(s) without a written, signed representation agreement. Section 20-328-6a of the Connecticut General Statutes.

1. EXCLUSIVE RIGHT:

Tenant (s) _____ (Please Print)
appoints ANDERSON ASSOCIATES, LTD (the "Broker") as Tenant's exclusive agent to assist Tenant to locate and lease or rent real property acceptable to Tenant (the "Property").

2. GEOGRAPHICAL AREA:

This Agreement is limited to Fairfield County, Connecticut. Outside of Greenwich, Connecticut Broker may select local Realtors to represent Tenant.

3. TERM OF AGREEMENT:

This authorization is in effect from _____ to _____ inclusive, or through the closing date of a pending transaction in which the Broker represents the Tenant.

4. BROKER'S DUTIES. Broker agrees:

- A. We will attempt to locate Property acceptable to Tenant.
- B. We will negotiate on behalf of Tenant terms and conditions agreeable to Tenant.
- C. We will assist Tenant in renting or leasing the Property.
- D. We will provide Tenant names of attorneys, contractors, inspectors, financial services, and other professionals we believe to be reliable. This is an accommodation to Tenant, not an endorsement or guarantee by Broker.
- E. We will, if requested by Tenant, research the Property at Town Hall.
- F. We will, if requested, provide Tenant with recently rented properties we believe to be comparable to the Property.
- G. We will not disclose any personal or financial information about Tenant without Tenant's permission.

5. Tenant'S DUTIES: Tenant agrees:

- A. You represent that you are not bound by a Representation Agreement with any other Broker covering the same Geographical Area as this Agreement. You realize that you could be liable for the payment of more than one fee or commission if there is one.
- B. You will tell us about any past or current contacts with any real property or any other real estate agents relating to real property in the Geographical Area covered by this Agreement.
- C. You will utilize us exclusively in following up leads or information about a property no matter what the source.
- D. You will inform Realtors at Public Open Houses that you are represented by us as your Broker.
- E. You will schedule all appointments to see a property exclusively through us and will give us, if possible, two days notice of properties you would like to see, so that we can make appointments in a timely manner.
- F. You will, upon request, give us financial and personal information regarding your financial abilities and needs.
- G. You will direct questions concerning the legal title to property, location of property boundaries, tax considerations, property & building inspection, expansion possibilities, environmental questions, engineering, or the uses or planned uses of neighboring properties, hazardous waste facilities, deaths or sickness in a property or residence of convicted persons to your attorney, tax advisor, building inspector or appropriate governmental agency.

6. COMPETING TENANT CLIENTS:

The Tenant understands and agrees Broker may represent other Tenants and show properties and negotiate offers for these other Tenants. If more than one Tenant client of the Brokerage firm wishes to bid on the same property, this does not create dual representation and no consent is required. We will not disclose to either Tenant client that more than one client is interested in the same property. However, if the same Agent represents two Tenants who wish to bid on the same property, that Agent must tell both Tenants and offer to have another Agent(s) in the Brokerage represent each of them with regard to that rental.

7. FAIR HOUSING

This Agreement is subject to the Connecticut General Statutes prohibiting discrimination in commercial and residential real estate transactions (Connecticut General Statutes, Title 46a, Chapter 814c).

IT IS UNLAWFUL UNDER FEDERAL AND/OR STATE LAW TO DISCRIMINATE ON THE BASIS OF RACE, CREED, COLOR, NATIONAL ORIGIN, ANCESTRY, SEX, SEXUAL ORIENTATION, MARITAL STATUS, AGE, LAWFUL SOURCE OF INCOME, LEARNING DISABILITY, MENTAL RETARDATION, FAMILIAL STATUS AND MENTAL OR PHYSICAL DISABILITY.

8. TENANT AGREES TO THE FOLLOWING PROFESSIONAL FEE:

- A. Tenant agrees Broker is entitled to a professional service fee if Tenant rents or leases properties introduced to Tenant during the term of this Agreement or any extensions thereof or within 120 days of the termination of this Agreement.
- B. If Tenant rents a home listed on the MLS (Multiple Listing Service), we will collect our commission from the Lessor or listing agency.
- C. In the event Tenant leases Property which is not listed on an MLS (such as a house being offered directly by an owner), Tenant agrees to pay our fee of 3.75% of the rent for the rental term. Broker will make every effort to collect Broker's fee from the Lessor directly or structured within the offer. Any fee collected by Broker will be credited against Tenant's obligation.
- D. The fee shall be paid at when leases are signed.

THE AMOUNT OF 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.

9. DUAL REPRESENTATION

If an Agent in our brokerage firm represents a Tenant Client who wishes to place an offer on a property listed by our brokerage firm, a Dual Representation is created. Both the Tenant Client and the Landlord Client must sign a Dual Agency or Designated Agency Agreement before an offer is made.

A. DUAL AGENCY: If an Agent in our firm represents both the Tenant Client and the Landlord Client and if both Clients agree, that Agent will become a Dual Agent and represent both Clients in the Transaction. A Dual Agent owes loyalty to both Clients, but can not disclose confidential information about one Client to the other.

B. DESIGNATED AGENCY: If both Clients do not agree that the Agent should be a Dual Agent, we will designate one Agent to represent the Landlord Client and one Agent to represent the Tenant Client. Designated Agents owe complete fiduciary duties to their clients. Their only obligation is not to disclose any confidential information they obtained before their appointment as a Designated Agent.

10. GENERAL CONSIDERATIONS

A. This Agreement (a) constitutes, the entire agreement between the parties and supersedes all prior agreement, (b) may not be assigned, (c) may not be amended or modified except by a written agreement signed by both parties, (d) shall be governed by and construed in accordance with the substantive laws of the State of Connecticut, (e) shall be enforced by binding arbitration in Connecticut after independent mediation efforts have been exhausted.

B. Tenant agrees not to enter into another Representation Agreement with any other broker in the Geographical Area covered by this Agreement unless this Agreement has expired or is cancelled.

Broker: ANDERSON ASSOCIATES, LTD.

164 Mason Street, Greenwich, CT 06830

Tel: 203-629-4519. Fax: 203-629-4786

www.GreenwichLiving.com

By: Broker/Agent

Date

Tenant: _____ Date: _____

Tenant: _____ Date: _____

Street Address: _____

Town/State/Zip: _____