



TENANT BROKERAGE SERVICES AGREEMENT

This Tenant Brokerage Services Agreement (“Agreement”) is made between _____ (“Tenant”) and _____ (“Firm”).

1. **AGENCY.** Tenant authorizes Firm to appoint _____ as “Tenant’s Broker” to represent Tenant for the identification and lease of real property (a “Property”) from a landlord (“Landlord”). This Agreement creates an agency relationship between Tenant and Tenant’s Broker and any of Firm’s managing brokers, including Firm’s Designated Broker, who supervise Tenant’s Broker (“Supervising Broker”). No other brokers affiliated with Firm are agents of Tenant. Tenant acknowledges receipt of the pamphlet entitled “Real Estate Brokerage in Washington.”

2. **GENERAL DESCRIPTION OF PROPERTY.** Firm will search for property in the _____ with the following characteristics: (unlimited if not filled in)

SIZE: _____
LOCATION: _____
RENTAL RATE RANGE: _____
TERMS: _____
SPECIAL REQUIREMENTS: _____

3. **TERM OF AGREEMENT.** This Agreement commences on _____, 20____ (the “Effective Date”) and expires _____ days (60 if not filled in) after the Effective Date (the “Term”).

4. **LIMITED DUAL AGENCY.**

a. Tenant’s Broker as Limited Dual Agent. If initialed below, Tenant consents to Tenant’s Broker and Supervising Broker acting as limited dual agents with respect to property that is listed by Tenant’s Broker. Tenant acknowledges that, as a limited dual agent, RCW 18.86.060 prohibits Tenant’s Broker from advocating terms favorable to Tenant to the detriment of the Landlord and further limits Tenant’s Broker’s representation of Tenant.

_____	_____	_____	_____
Tenant’s Initials	Date	Tenant’s Initials	Date

b. Firm Limited Dual Agency. If Tenant leases a property listed by one Firm’s brokers other than Tenant’s Broker (“Listing Broker”), Tenant consents to any Supervising Broker who also supervises Listing Broker acting as a limited dual agent.

If Firm acts as a limited dual agent, Firm is entitled to the Compensation payable under this Agreement together with any compensation Firm may have negotiated with the Landlord.

5. **COMPENSATION.**

a. Compensation. Tenant agrees to pay compensation to Firm (the “Compensation”) as follows:

\$ _____

_____ % of the gross rent for the first _____ months in which rent is to be paid; plus
_____ % of the gross rent for the next _____ months in which rent is to be paid; plus
_____ % of the gross rent for the next _____ months in which rent is to be paid

\$ _____ per square foot per year of the Property for the first _____ years of a lease agreement for a Property; plus

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\$ _____ per square foot per year of the Property for the next ____ years of a lease agreement for a Property; plus

\$ _____ per square foot per year of the Property for the next ____ years of a lease agreement for a Property

Other _____

b. Compensation Offered by Landlord. Landlord may offer to compensate a broker representing a tenant ("Landlord's Offer"). In the event the compensation paid by Landlord to Firm is less than the Compensation, Tenant will pay the balance to Firm. In the event the compensation paid by Landlord is equal to or greater than the Compensation, no payment is due to Firm from Tenant. The amount of compensation paid by Landlord (if any) that is greater than the Compensation will be paid to Firm; paid to Tenant; retained by Landlord; or other: _____ . Tenant consents to Firm receiving compensation from more than one party and to sharing of compensation between firms, provided that any terms and amounts offered to or by Firm are disclosed as required by RCW 18.86.030.

c. Other Compensation.

Retainer Fee. Tenant shall pay Firm a nonrefundable retainer fee of \$_____, payable on the Effective Date. The retainer shall be credited against any Compensation to which Firm may become entitled under this Agreement.

Other _____.

6. **SCOPE OF AGENCY.** Check one: ("Non-Exclusive Agency" if neither is checked)

Exclusive Agency. This Agreement creates an exclusive agency relationship between the parties. If Tenant or Tenant's Affiliate shall, during the Term, lease a Property within the scope of this Agreement, then Tenant shall pay the Compensation to Firm. If Tenant, within ____ days (60 if not filled in) after the expiration or termination of this Agreement leases a Property covered by this Agreement that was (1) brought to the attention of Tenant by the efforts or actions of Firm, or through information secured directly or indirectly from or through Firm; or (2) a property that Tenant inquired about to Firm, then Tenant shall pay to Firm the Compensation.

Non-Exclusive Agency. This Agreement creates a non-exclusive agency relationship between the parties. If Tenant or Tenant's Affiliate, during the Term, leases a Property within the scope of this Agreement that Tenant learned about during the Term through the efforts of Firm, then Tenant shall pay the Compensation to Firm. If Tenant, within ____ days (60 if not filled in) after the expiration or termination of this Agreement, leases a Property that was (1) brought to the attention of Tenant by the efforts or actions of Firm, or through information secured directly or indirectly from or through Firm; or (2) a property that Tenant inquired about to Firm, then Tenant shall pay to Firm the Compensation.

"Affiliate" means any person or entity which has more than a 10% ownership or voting interest in Tenant or any entity in which more than 10% of the ownership or voting interests are owned or controlled by Tenant.

7. **PROPERTY SHOWINGS**

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- a. Showing Properties. Tenant's Broker shall; shall not (shall if not filled in) be obligated to show properties to Tenant for which there is no Landlord's Offer and Tenant has not agreed to pay the Compensation.
- b. Properties Brought to Tenant's Attention. Tenant's Broker shall bring properties to the attention of Tenant, regardless of Landlord's Offer.
 Exceptions: _____.
8. **REPRESENTATIONS AND WARRANTIES.** Firm makes no representations or warranties about the value or suitability of any property that Firm may identify for Tenant. Tenant acknowledges that Firm does not have expertise in such matters and recommends that Tenant obtain the advice of competent experts.
9. **ATTORNEYS' FEES.** In the event of a suit concerning this Agreement, including claims pursuant to the Washington Consumer Protection Act, the prevailing party shall be entitled to an award of its reasonable attorneys' fees and costs. The venue of any such suit shall be in the county in which Firm is located.
10. **ADDITIONAL TERMS.** _____



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DATED this _____ day of _____, 20_____.

TENANT

Tenant/Authorized Signature

Name: _____

Title _____

Date _____

Tenant/Authorized Signature

Name: _____

Title _____

Date _____

FIRM

_____ Firm (Company)
Office

Authorized Signature

Name: _____

Date: _____

DRAFT