

TENANT-BROKER EXCLUSIVE EMPLOYMENT AGREEMENT

July 2024



The pre-printed portion of this form has been drafted by the Arizona Association of REALTORS®. Any change in the pre-printed language of this form must be made in a prominent manner. No representations are made as to the legal validity, adequacy and/or effects of any provision, including tax consequences thereof. If you desire legal, tax or other professional advice, please consult your attorney, tax advisor or professional consultant.



1. **Tenant:** _____ (“Tenant”)



2. **Firm:** _____ acting through

(FIRM NAME)

3. **Agent:** _____ (“Broker”).

(AGENT’S NAME)

(AGENT’S NAME)

4. **Term:** This Agreement shall commence on _____ and expire at 11:59 p.m. on _____ (“Expiration Date”).

5. **Employment:** Broker agrees to:

6. a. locate Property meeting the following general description:

7. Residential Land Commercial Other: _____ (“Property”)

8. within the following geographical area(s): _____;

10. b. negotiate at Tenant’s direction to obtain acceptable terms and conditions for the lease of the Property;

11. c. assist Tenant during the transaction within the scope of Broker’s expertise and licensing.

12. **Agency Relationship:** The agency relationship between Tenant and Broker shall be:

13. as set forth in the Real Estate Agency Disclosure and Election form.

14. Other: _____

15. **Due Diligence:** Once an acceptable Property is located, Tenant agrees to act in good faith to lease the Property and conduct any inspections/investigations of the Property that Tenant deems material and/or important.

16. *Note: Tenant acknowledges that pursuant to Arizona law, Lessors and Brokers are not obligated to disclose that a Property is or has been: (1) the site of a natural death, suicide, homicide, or any crime classified as a felony; (2) owned or occupied by a person exposed to HIV, or diagnosed as having AIDS or any other disease not known to be transmitted through common occupancy of real estate; or (3) located in the vicinity of a sex offender.*

17. **BROKER COMPENSATION IS NOT SET BY LAW, NOR ANY BOARD, ASSOCIATION OF REALTORS®, MULTIPLE LISTING SERVICE OR IN ANY MANNER OTHER THAN AS FULLY NEGOTIATED BETWEEN BROKER AND TENANT IN THIS AGREEMENT.**

18. **Retainer Fee:** (Check if applicable) Tenant agrees to pay Broker a non-refundable retainer fee in the amount of \$ _____, within five (5) days or _____ days of execution of this Agreement, which is earned when paid, for initial consultation, research and other services. This fee shall shall not be credited against the Broker Compensation below.

19. **Broker Compensation:** Tenant agrees to compensate Broker as follows (“Broker Compensation”):

20. The amount of compensation shall be: ___ of the gross rental amount as calculated for the entire term of the initial lease; or \$_____; or the compensation Broker receives from landlord or landlord’s broker, whichever is greater. In either event, Tenant authorizes Broker to accept compensation from landlord or landlord’s broker, which shall be credited against any compensation owed by Tenant to Broker pursuant to this Agreement. Broker’s compensation shall be paid at the time of lease execution or as otherwise agreed upon in writing.

21. Tenant agrees to pay the Broker Compensation if within ___ calendar days after the Expiration Date, Tenant enters into an agreement to lease any Property shown to Tenant or negotiated by Broker on behalf of Tenant during the term of this Agreement.

22. **Additional Terms:**

23. _____

24. _____

25. _____

26. **Equal Housing Opportunity:** Broker’s policy is to abide by all local, state, and federal laws prohibiting discrimination against any individual or group of individuals. Broker may not disclose the racial, ethnic, or religious composition of any neighborhood, community, or building, nor whether persons with disabilities are housed in any home or facility, except that Broker may identify

- 45. housing facilities meeting the needs of a disabled Tenant.
- 46. **Other Potential Tenants:** Tenant consents and acknowledges that other potential tenants represented by Broker may consider, make
- 47. offers on, or lease the same or similar properties as Tenant is seeking.
- 48. **Alternative Dispute Resolution ("ADR"):** Tenant and Broker agree to mediate any dispute or claim arising out of or relating to this
- 49. Agreement in accordance with the mediation procedures of the applicable state or local REALTOR® association or as otherwise
- 50. agreed. All mediation costs shall be paid equally by the parties. In the event that mediation does not resolve all disputes or claims,
- 51. the unresolved disputes or claims shall be submitted for binding arbitration. In such event, the parties shall agree upon an arbitrator
- 52. and cooperate in the scheduling of an arbitration hearing. If the parties are unable to agree on an arbitrator, the dispute shall be
- 53. submitted to the American Arbitration Association ("AAA") in accordance with the AAA Arbitration Rules for the Real Estate Industry.
- 54. The decision of the arbitrator shall be final and nonappealable. Judgment on the award rendered by the arbitrator may be entered in
- 55. any court of competent jurisdiction. Notwithstanding the foregoing, either party may opt out of binding arbitration with thirty (30) days
- 56. after the conclusion of the mediation conference by notice to the other and in such event either party shall have the right to resort to court
- 57. action.
- 58. **Attorney Fees and Costs:** In any non-REALTOR® association proceeding to enforce the compensation due to Broker pursuant to
- 59. this Agreement, the prevailing party shall be awarded their reasonable attorney fees and arbitration costs.
- 60. **Arizona Law:** This Agreement shall be governed by Arizona law and jurisdiction is exclusively conferred on the State of Arizona.
- 61. **Copies and Counterparts:** This Agreement may be executed by facsimile or other electronic means and in any number of
- 62. counterparts. A fully executed facsimile or electronic copy of the Agreement shall be treated as an original Agreement.
- 63. **Entire Agreement:** This Agreement, and any addenda and attachments, shall constitute the entire agreement between Tenant and
- 64. Broker, shall supersede any other written or oral agreements between Tenant and Broker and can be modified only by a writing
- 65. signed by Tenant and Broker.
- 66. **Capacity:** Tenant warrants that Tenant has the legal capacity, full power and authority to enter into this Agreement and consummate the
- 67. transaction contemplated hereby on Tenant's own behalf or on behalf of the party Tenant represents, as appropriate.
- 68. **Acceptance:** Tenant hereby agrees to all of the terms and conditions herein and acknowledges receipt of a copy of this Agreement.

69. _____ **DRAFT** _____ MO/DA/YR _____ **DRAFT** _____ MO/DA/YR
 ^ TENANT'S SIGNATURE ^ TENANT'S SIGNATURE

70. _____ ^ TENANT'S NAME PRINTED _____ ^ TENANT'S NAME PRINTED _____

71. _____ ADDRESS _____ CITY _____ STATE _____ ZIP CODE _____

72. _____ TELEPHONE _____ EMAIL ADDRESS _____ FAX _____

73. _____ **DRAFT** _____
 FIRM NAME

74. _____ ADDRESS _____ CITY _____ STATE _____ ZIP CODE _____

75. _____ **DRAFT** _____ MO/DA/YR _____ **DRAFT** _____ MO/DA/YR
 ^ AGENT'S SIGNATURE ^ AGENT'S SIGNATURE

For Broker Use Only:
 Brokerage File/Log No. _____ Manager's Initials _____ Broker's Initials _____ Date _____
 MO/DA/YR