TENANT-BROKER EXCLUSIVE EMPLOYMENT AGREEMENT

Document updated: August 2024



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Tenant:	
	("Tenant")
Broker:	acting through
FIRM NAME	("Broker")
AGENT'S NAME AGENT'S NAME	(broker)
Term: This Agreement shall commence on and expire at 11:59 p.m. on	("Expiration Date").
Employment: Broker agrees to:	
a. locate Property to rent/lease meeting the following general description:	
☐ Residential ☐ Land ☐ Commercial ☐ Other:	("Property") within
the following geographical area(s):	;
b. negotiate at Tenant's direction to obtain acceptable terms and conditions for the lease of the Property;	
c. assist Tenant during the transaction within the scope of Broker's expertise and licensing.	
Agency Relationship: The agency relationship between Tenant and Broker shall be:	
as set forth in the Real Estate Agency Disclosure and Election form.	
□ Other:	
Due Diligence: Once an acceptable Property is located, Tenant agrees to act in good faith to lease the I	Property and conduct any
inspections/investigations of the Property that Tenant deems material and/or important.	
Note: Tenant acknowledges that pursuant to Arizona law, Lessors and Brokers are not obligated to disclose	e 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 occup	
to HIV, or diagnosed as having AIDS or any other disease not known to be transmitted through common occulocated in the vicinity of a sex offender.	pancy of real estate; or (3)
BROKER COMPENSATION IS NOT SET BY LAW, NOR BY ANY BOARD, ASSOCIATION OF REALTORS®, M SERVICE OR IN ANY MANNER OTHER THAN AS FULLY NEGOTIATED BETWEEN BROKER AND TENANT	
Retainer Fee: (Check if applicable) ☐ Tenant agrees to pay Broker a non-refundable retainer fee in the arr	nount of \$ within
five (5) days or days of execution of this Agreement, which is earned when paid, for initial consult	
services OR \square Tenant agrees to pay Broker \$ for each showing of property up to a maximum of \$	
and due at the time of service. This fee ushall ushall not be credited against the Broker Compensation be	pelow.
Broker Compensation: Tenant agrees to compensate Broker as follows ("Broker Compensation"):	
(CHECK ONLY ONE AND FILL IN THE COMPENSATION):	
□ % of the gross rental amount as calculated for the entire term of the initial lease;	
□ \$; □ other:;	
OR the compensation Broker receives from landlord or landlord's broker, whichever is greater. In either event to accept compensation from landlord or landlord's broker, which shall be credited against any compensation	
pursuant to this Agreement. Broker's compensation shall be paid at the time of occupancy or as otherwise agree	-
Tenant agrees to pay the Broker Compensation if within calendar days after the Expiration D	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	

	Additional Terms and Conditions:			PAGE 2 of 2		
42. 43.	Equal Housing Opportunity: Broker's policy is to abide by all local, state, and federal laws prohibiting discrimination against a individual or group of individuals. Broker may not disclose the racial, ethnic, or religious composition of any neighborhood, commun or building, nor whether persons with disabilities are housed in any home or facility, except that Broker may identify housing facility meeting the needs of a disabled Tenant. For more information, consult Fair Housing Advisory.					
	Other Potential Tenants: Tenant consents and acknowledges the offers on, or lease the same or similar properties as Tenant is see	nat other potential tenants represented by Broker may consider, making.				
48 49. 50. 51. 52. 53.	Alternative Dispute Resolution ("ADR"): Tenant and Broker agree to mediate any dispute or claim arising out of or relating to the Agreement in accordance with the mediation procedures of the applicable state or local REALTOR® association or as otherwise, agreed. All mediation costs shall be paid equally by the parties. In the event that mediation does not resolve all disputes or claims, the unresolved disputes or claims shall be submitted for binding arbitration. In such event, the parties shall agree upon an arbitrator and cooperate in the scheduling of an arbitration hearing. If the parties are unable to agree on an arbitrator, the dispute shall be submitted to the American Arbitration Association ("AAA") in accordance with the AAA Arbitration Bules for the Real Estate Industry. The decision of the arbitrator shall be final and nonappealable. Judgment on the award rendered by the arbitrator may be entered in any court competent jurisdiction. Notwithstanding the foregoing, either party may opt out of binding arbitration with thirty (30) days 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 action.					
	Attorney Fees and Costs: In any non-REALTOR® association party shall be awarded their reasonable	•		to Broker pursuant to this		
	Arizona Law: This Agreement shall be governed by Arizona law a	•		e State of Arizona.		
	Copies and Counterparts: This Agreement may be executed counterparts. A fully executed facsimile or electronic copy of the Agreement					
62.	Entire Agreement: This Agreement, and any addenda and atta Broker, shall supersede any other written or oral agreements between the Broker.					
	Capacity: Tenant warrants that Tenant has the legal capacity, fu the transaction contemplated hereby on Tenant's own behalf or on	•				
	Acceptance: Buyer hereby agrees to all of the terms and condition	ns herein and ack	knowledges receipt of a co	py of this Agreement.		
67.	↑ TENANT'S SIGNATURE MO/DA/YR	^ TENANT'S SIG	GNATURE	MO/DA/YR		
68.	A TENANT'S NAME PRINTED	^ TENANT'S NAME PRINTED				
	ADDRESS	CITY	STATE	ZIP CODE		
	TELEPHONE EMAIL ADDRESS					
	FIRM NAME					
	ADDRESS	CITY	STATE	ZIP CODE		
73.	A AGENT'S SIGNATURE MO/DA/YR	A AGENT'S SIGI	NATURE	MO/DA/YR		
74.	A AGENT'S NAME PRINTED	^ AGENT'S NAM	//E PRINTED			
	For Broker Use Only: Brokerage File/Log No Manager's Initia	alsBro	oker's Initials D	ate		