

## EXCLUSIVE RIGHT TO REPRESENT TENANT AGREEMENT

This Agreement is made on July 25, 2007, between Terrence Warner  
Date  
\_\_\_\_ ("Tenant") and Keller Williams Fairfax Gateway ("Broker").  
(Name of brokerage firm)

In consideration of services and facilities, the Broker is hereby granted the right to represent the Tenant in the acquisition of real property. (As used in this Agreement, "acquisition of real property" shall include any lease of property or an agreement to do so.)

**1. TENANT'S REPRESENTATIONS.** The Tenant represents that as of the commencement date of this Agreement, the Tenant is not a party to a Tenant representation agreement with any other brokerage firm. The Tenant further represents that the Tenant has disclosed to the Associate information about any properties that the Tenant has previously visited at any rental communities or "open houses", or that the Tenant has been shown by any other real estate associate(s) in any area where the Tenant seeks to acquire property under this Agreement.

**2. TERM.** This Agreement commences when signed and, subject to Paragraph 7, terminates at 12:00 ☒ a.m. ☐ p.m. on September 25, 2007.  
Date

**3. RETAINER FEE.** The Broker, Keller Williams Fairfax Gateway, acknowledges receipt  
(Name of brokerage firm)  
of a retainer fee in the amount of n/a which ☐ shall **OR** ☐ shall not be subtracted from any compensation due to the Broker under this Agreement. The retainer is non-refundable and is earned when paid.

**BROKER'S DUTIES.** The Broker and the Associate shall promote the interests of the Tenant by: (a) performing the terms of the brokerage agreement; (b) seeking a lease at a price and terms acceptable to the Tenant; (c) presenting in a timely manner all written offers or counteroffers to and from the Tenant; (d) disclosing to the Tenant all material facts related to the property or concerning the transaction of which they have actual knowledge; (e) accounting for in a timely manner all money and property received in which the Tenant has or may have an interest. Unless otherwise provided by law or the Tenant consents in writing to the release of the information, the Broker shall maintain the confidentiality of all personal and financial information and other matters identified as confidential by the Tenant, if that information is received from the Tenant during the brokerage relationship. In satisfying these duties, the Broker shall exercise ordinary care, comply with all applicable laws and regulations, treat all prospective landlords honestly and not knowingly give them false information. In addition, the Broker may: show the same property to other Tenants; represent other Tenants on the same or different properties; represent landlords relative to other properties; or provide assistance to a landlord or prospective landlord by performing ministerial acts that are not inconsistent with the Broker's duties under this Agreement.

**5. TENANT'S DUTIES.** The Tenant shall: (a) work exclusively with the Broker during the term of this Agreement; (b) pay the Broker, directly or indirectly, the compensation set forth below; (c) comply with the reasonable requests of the Broker to supply any pertinent financial or personal data needed to fulfill the terms of this Agreement; (d) be available during the Broker's regular working hours to view properties.

**6. PURPOSE.** The Tenant is retaining the Broker for the acquisition of the following type of real property: Virginia Residential Property.

**7. COMPENSATION.** In consideration of the time and effort expended by the Broker on behalf of the Tenant, and in further consideration of the advice and counsel provided to the Tenant, the Tenant shall pay compensation ("Broker's Fee") to the Broker as described below. The Broker's Fee, less the retainer fee, if any, shall be earned, due and payable under any of these circumstances whether the transaction is consummated through the services of the Broker or otherwise:

(a) If the Tenant enters into a contract to lease real property during the term of this Agreement; **OR**

(b) If, within 90 days after expiration or termination of this Agreement, the Tenant enters into a lease for real property that has been described to or shown to the Tenant by the Broker during the term of this Agreement, unless the Tenant has entered into a subsequent "Exclusive Right to Represent Tenant" agreement with another real estate broker; **OR**

(c) If, having entered into a lease for real property during the term of this Agreement, the Tenant defaults under the terms of that lease.

The Broker's Fee shall be MLS Fee Paid by Landlord. If the landlord or the landlord's representative offers compensation to the Broker, then the Tenant authorizes the Broker to receive such compensation and the amount of such compensation shall be credited against the Tenant's obligation to pay the Broker's Fee.

In addition to the Broker's Fee, an additional fee of n/a will be collected from the Tenant payable to the Broker, at the time the Tenant takes possession of the property.

Any obligation incurred under this Agreement on the part of the Tenant to pay the Broker's Fee shall survive the term of this Agreement.

**8.** The Tenant is participating in any type of employee relocation program ☐ Yes **OR** ☒ No.

If "Yes": (a) the program is named: \_\_\_\_\_, Contract # \_\_\_\_\_ and  
(b) terms of the program are: \_\_\_\_\_.

If "No" or the Tenant has failed to list a specific employee relocation program, then the Broker shall have no obligation to cooperate with or compensate any undisclosed program.

**9. DISCLOSED DUAL REPRESENTATION.** The Tenant acknowledges that in the normal course of business the Broker may represent landlords of properties in which the Tenant is interested. If the Tenant wishes to acquire any property listed with the Broker, then the Tenant will be represented in one of the two ways that are permitted under Virginia law in this situation. The written consent required from the parties in each case will be accomplished via execution of the appropriate disclosure form at the time of the rental application or lease, whichever is executed first.

**Dual representation** occurs when a Tenant and landlord in one transaction are represented by the same Broker and the same Associate. When the parties agree to dual representation, the ability of the Broker and the Associate to represent either party fully and exclusively is limited. The confidentiality of all clients shall be maintained as in Paragraph 4 above.

**Designated representation** occurs when a Tenant and landlord in one transaction are represented by different Associates affiliated with the same Broker. Each of these Associates, known as a Designated Representative, represents fully the interests of a different client in the same transaction. Designated Representatives are not dual representatives if each represents only the Tenant or only the landlord in a specific real estate transaction. Except for disclosure of confidential information to the Broker, each Designated Representative is bound by the confidentiality requirements in paragraph 4 above. The Broker remains a dual representative.

**CHECK ONE CHOICE IN EACH SECTION:**

**Dual representation:** The Tenant ☒ does **OR** ☐ does not consent to be shown and to consider acquiring properties listed with the Broker through the Associate.

**Designated representation:** The Tenant ☒ does **OR** ☐ does not consent to be shown and to consider acquiring properties listed with the Broker through another Designated Representative associated with the firm.

**10. DISCLAIMER.** The Tenant acknowledges that the Broker is being retained solely as a real estate agent and not as an attorney, tax advisor, lender, appraiser, surveyor, structural engineer, mold or air quality expert, home inspector or other professional service provider. The Tenant is advised to seek professional advice concerning the condition of the property or concerning legal and tax matters. The Tenant should exercise whatever due diligence the Tenant deems necessary with respect to information on any sexual offenders registered under Chapter 23 (§19.2-387 et. seq.) of Title 19.2. Such information may be obtained by contacting your local police department or the Department of State Police Central Criminal Records Exchange, at (804)674-2000 or [www.vsp.state.va.us](http://www.vsp.state.va.us).

**11. EQUAL OPPORTUNITY.** Properties shall be shown and made available to the Tenant without regard to race, color, religion, sex, handicap, familial status or national origin as well as all classes protected by the laws of the United States, the Commonwealth of Virginia and applicable local jurisdictions.

**12. OTHER PROVISIONS.** \_\_\_\_\_

**13. MISCELLANEOUS.** This Agreement, any exhibits and any addenda signed by the parties constitute the entire agreement between the parties and supersedes any other written or oral agreements between the parties. This Agreement can only be modified in writing when signed by both parties. In any action or proceeding involving a dispute between the Tenant, the landlord and/or the Broker, arising out of this Agreement, or to collect the Broker's Fee, the prevailing party shall be entitled to receive from the other party reasonable attorney's fees to be determined by the court or arbitrator(s).

**(NOTE: The Tenant should consult with the Associate before visiting any rental properties or contacting any landlords or other REALTORS® representing landlords, to avoid the possibility of confusion over the brokerage relationship and misunderstandings about liability for compensation.)**

Keller Williams Fairfax Gateway

Brokerage Firm (Broker)

(SEAL) 12700 Fair Lakes Circle #120

Address

Date \_\_\_\_\_  
Tenant's Signature  
**Terrence Warner**

(SEAL) Fairfax, VA 22033

City, State, Zip Code

Date \_\_\_\_\_  
Tenant's Signature

The Tenant ☐ does OR ☒ does not hold an active or inactive Virginia real estate license.

Address \_\_\_\_\_

Date \_\_\_\_\_

Broker/Manager's Signature

(SEAL)

Frank Ramos

Associate's/Designated Representative's Printed Name

City, State, Zip Code \_\_\_\_\_

Telephone: \_\_\_\_\_

Work

Home

Telephone: (703) 940-9193

Work

(571) 247-5862

Home

Fax \_\_\_\_\_

Fax (703) 940-9156

Email \_\_\_\_\_ Email Frank@NorthVirginiaHomes.com

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