

NON-EXCLUSIVE TENANT REPRESENTATION AGREEMENT



Tenant agrees to work with _____ (Brokerage Company), and Brokerage Company shall designate the licensee below affiliated with Brokerage Company to act as a non-exclusive agent of the Tenant for the purpose of identifying and negotiating to rent/lease real estate for _____ ("Tenant"). By working with Brokerage Company, Tenant agrees that the following will govern the terms of their relationship:

DESIGNATED AGENT(S)

1. Brokerage Company designates _____ ("Tenant's Designated Agent") as the non-exclusive legal agent(s) of Tenant for the purpose of representing Tenant in the rental/leasing of real estate by Tenant.

DURATION

2. This agreement will be effective from the date of signatures until 11:59 p.m. on _____, 20____, when it shall automatically terminate. This agreement may be terminated prior to the termination date only by the written agreement of the parties.

PROPERTY SPECIFIC OPTION (____ check if applicable)

3. Tenant's Designated Agent will assist Tenant on a non-exclusive basis for the sole purpose of seeking to rent/lease the specific property located at: _____ (street address of property), for the period of time set forth above in paragraph 2.

DUTIES

4. Tenant's Designated Agent will:
 - (a) Use Tenant's Designated Agent's best efforts to identify properties listed in the multiple listing service or other resources specifically requested by Tenant that meet Tenant's specifications relating to location, price, features, and amenities.
 - (b) Arrange for touring of properties identified by Tenant as potentially appropriate for rental/lease.
 - (c) Advise Tenant about the pricing of comparable properties.
 - (d) Assist Tenant in the negotiation of a rental agreement acceptable to Tenant for the rental/lease of property unless Designated Agent is acting as a Disclosed Dual Agent.
 - (e) Provide reasonable safeguards for confidential information that Tenant discloses to Tenant's Designated Agent.
 - (f) Other services: _____

5. Brokerage Company will:
- (a) Provide Tenant's Designated Agent with assistance and advice in Tenant's Designated Agent's work on Tenant's behalf.
 - (b) Make the managing broker, or designated representative, available to consult with Tenant's Designated Agent about Tenant's negotiations for the rental/lease of real estate, who will maintain the confidence of Tenant's confidential information unless needed to qualify Tenant for rental.
 - (c) Make other licensees affiliated with Brokerage Company aware of Tenant's general specifications for real property.
 - (d) As needed, designate one or more licensees as designated agent(s) of Tenant.
6. Tenant will:
- (a) Work with Tenant's Designated Agent to identify rental real estate during the term of this representation.
 - (b) Supply relevant financial information that may be necessary to permit Tenant's Designated Agent to fulfill Agent's obligations, and Tenant's contractual obligations.
 - (c) Be available upon reasonable notice and at reasonable hours to tour properties that seem to meet Tenant's specifications.

COMPENSATION FOR SERVICES

**DISCLOSURE: BROKERAGE COMPANY'S COMPENSATION IS NOT SET BY LAW
AND IS FULLY NEGOTIABLE.**

7. Select One

- ☐ Tenant agrees to pay Brokerage Company a flat fee of \$_____ as compensation for services provided to Tenant in Tenant's rental/leasing of real estate.
- ☐ Tenant agrees to pay Brokerage Company _____% of the ☐ monthly, ☐ annual, or ☐ other _____ rental/lease price as compensation for services provided to Tenant in Tenant's rental/leasing of real estate.
- ☐ Tenant agrees to pay Brokerage Company (describe here in objectively ascertainable terms)

This section applies if Tenant enters into a rental agreement for real estate during the term of this agreement. Payment of compensation shall be due no later than the date of occupancy. Any modifications to this section, including the compensation to be paid to Brokerage Company, can be accomplished by written agreement of the parties.

**BROKERAGE COMPANY MAY NOT RECEIVE COMPENSATION FROM ANY SOURCE
THAT EXCEEDS THE AMOUNT OR RATE AGREED TO WITH TENANT.**

REPRESENTING OTHER TENANTS:

8. Tenant's Designated Agent will have no duty to represent only Tenant, and Tenant's Designated Agent may represent other prospective tenants who may be interested in renting/leasing the same property or properties that Tenant is interested in renting/leasing, subject to the Illinois Real Estate License Act regarding contemporaneous offers.

RECOMMEND OTHER PROFESSIONALS

9. Brokerage Company and Tenant's Designated Agent are being retained solely as real estate professionals, and not as attorneys, tax advisors, surveyors, structural engineers, home inspectors, environmental consultants, architects, contractors, or other professional service providers. Such other professional service providers are available to render advice or services to Tenant, if desired, at Tenant's expense.

AGREEMENT BY TENANT NOT TO ENTER AN EXCLUSIVE AGREEMENT

10. Tenant agrees not to enter an Exclusive Tenant Representation Agreement with any other brokerage company during the terms of this Agreement.

PREVIOUS REPRESENTATION

11. Tenant understands that Brokerage Company and/or Designated Agent may have previously represented the lessor from whom Tenant wishes to purchase the property. During the representation, Brokerage Company and/or Designated Agent may have learned material information about the lessor that is considered confidential. Under the law, neither Brokerage Company nor Designated Agent may disclose any such confidential information to Tenant.

ILLEGAL DISCRIMINATION

12. PARTIES UNDERSTAND AND AGREE THAT IT IS ILLEGAL FOR EITHER OF THE PARTIES TO REFUSE TO DISPLAY, LEASE OR SELL SELLER'S PROPERTY TO ANY PERSON ON THE BASIS OF RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN, ANCESTRY, AGE, ORDER OF PROTECTION STATUS, MARITAL STATUS, PHYSICAL OR MENTAL HANDICAP, MILITARY STATUS, SEXUAL ORIENTATION, GENDER IDENTITY, UNFAVORABLE DISCHARGE FROM MILITARY SERVICE, FAMILIAL STATUS, IMMIGRATION STATUS, SOURCE OF INCOME, OR ARREST RECORD OR ANY OTHER CLASS PROTECTED BY ARTICLE 3 OF THE ILLINOIS HUMAN RIGHTS ACT. THE PARTIES AGREE TO COMPLY WITH ALL APPLICABLE FEDERAL, STATE AND LOCAL FAIR HOUSING LAWS.

Tenant: _____

Brokerage Company

Tenant: _____

By _____

Date: _____

Date: _____

Authorized Signer