

## Jameson Real Estate

425 West North Avenue. Chicago, Illinois. 60610

### EXCLUSIVE TENANT REPRESENTATION AGREEMENT

Thank you for giving Jameson Real Estate ("Jameson") the opportunity to be of service to you in your property decisions. This Agreement will explain our role and how we will function in the leasing process. Should you have any questions, your Designated Agent named below will be happy to answer any of them for you.

#### **YOUR AGENT'S COMMITMENT TO YOU:**

In representing you, your Designated Agent will:

Work with you to identify properties that meet your specifications relating to location, price, features, and amenities and as they may relate to a renewal, renegotiations and relocation. In this connection, your agent will present properties submitted to the local multiple listing service, unless you and your agent agree otherwise.

Specifically represent your interests.

Arrange for and show properties you identify as appropriate.

Consult with you regarding the value of properties of interest.

Evaluate contracts for lease under your direction and negotiate on your behalf for the best rental rate, size and most favorable terms for you.

Safeguard any confidential information that you disclose.

Disclose to you any information known to your agent that would materially affect your decision, unless disclosure is precluded by law.

Disclose to you the amount of compensation Jameson will receive in the event a lease is consummated.

Assist you in securing financing, title services, insurance or other services needed to close the transaction.

#### **YOUR ROLE AND COMMITMENT TO YOUR AGENT**

Your Designated Agent is fully prepared and available to provide information on properties that meet the criteria you specify and will expect you to make inquiries only to your Designated Agent. You agree to furnish your Designated Agent with relevant personal and/or financial information. You agree to work exclusively with your Designated Agent in the Chicago metropolitan area. If you lease a property in this area through another lessor or broker, or if you lease a property from a lessor who fails for any reason to pay a commission, you will be required to pay Jameson the compensation as offered in the multiple listing service, or in a sum equal to the advertised rate or \$1.10 per Sq. Ft. per year, whichever is greater.

#### **OTHER LESSEES**

Your Designated Agent, as well as other agents at Jameson, may represent or work with other lessees who may be interested in contracting for the same property that you may select. In such event, your Designated Agent will disclose to you that another lessee may have an interest in the property. At all times, you will be treated fairly and honestly.

#### **DESIGNATED AGENCY**

Jameson and Client hereby agree that Bruce Fogelson, associate affiliated with Jameson, is being named as Client's exclusive designated legal agent. Client understands and agrees that the Designated Agent named will be client's exclusive legal agent pursuant to this Agreement and Jameson will be free to enter into agreements with lessors as legal agents of those parties. Client also understands and agrees that neither Jameson nor other associates affiliated with Jameson will be acting as legal agent of Client. Client represents that it has no current exclusive client representation agreement with any other real estate agent or firm. Further, client agrees to immediately inform Designated Agent if any property or space shown to Client by Designated Agent is one which Client had previously been shown.

## **CONSENT TO DUAL AGENCY**

The undersigned Designated Agent may undertake a dual representation (represent both the lessor and the lessee) for the lease of property. The undersigned acknowledge they were informed of the possibility of this type of representation. Before signing this document please read the following:

Representing more than one party to a transaction presents a conflict of interest since both clients may rely upon the Designated Agent's advice and the client's respective interests may be averse to each other. Your Designated Agent will undertake this representation only with the written consent of ALL clients in the transaction.

Any agreement between the clients as to a final price and other terms is a result of negotiations between the clients acting in their own best interests and on their own behalf. You acknowledge that Designated Agent has explained the implications of dual representation, including the risks involved, and understand that you have been advised to seek independent advice from your advisors or attorneys before signing any such documents in this transaction.

### **WHAT A LICENSEE CAN DO FOR CLIENTS WHEN ACTING AS A DUAL AGENT**

1. Treat all clients honestly.
2. Provide all information about the property to the lessee.
3. Disclose all latent material defects in the property that are known to Licensee.
4. Disclose financial qualification of the lessee to the lessor.
5. Explain real estate terms.
6. Help the lessee to arrange for property inspections.
7. Explain closing costs and procedures.
8. Provide information about comparable properties so both clients may make educated decisions on what price to accept or offer.

### **WHAT LICENSEE CANNOT DISCLOSE TO CLIENTS WHEN ACTING AS A DUAL AGENT**

1. Confidential information that Designated Agent may know about the clients, without that client's permission.
2. The price the lessor will accept other than the listed price without permission of the lessor.
3. The price the lessee is willing to pay without permission of the lessee.
4. A recommended or suggested price the lessee should offer.
5. A recommended or suggested price the lessor should counter with or accept.

If either client is uncomfortable with this disclosure and dual representation, please let Designated Agent know. You are not required to accept this section of the Agreement unless you want to allow your Designated Agent to proceed as a Dual Agent in this transaction.

By checking "Yes", initialing and signing below, you acknowledge that you have read and understand this section and voluntarily consent to your Designated Agent acting as a Dual Agent (that is, to represent BOTH the lessor and the lessee) should that become necessary.  Yes  No

## **DISCLAIMER**

Your Designated Agent's obligation is limited to conducting a reasonable visual inspection of any property that you select for lease and shall have no obligation to discover latent defects in any property. You understand that your Designated Agent is solely a real estate agent and not an attorney, tax advisor, lender, mortgage broker, appraiser, surveyor, structural engineer, home inspector, environmental consultant, architect, contractor, or other service provider. If your Designated Agent refers a service provider to you, neither your Designated Agent nor Jameson shall be liable for or act as a guarantor of such service provided by others.

## **NON-DISCRIMINATION**

IT IS ILLEGAL TO REFUSE TO DO BUSINESS WITH ANY PERSON BECAUSE OF RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN, ANCESTRY, AGE, ORDER OF PROTECTION STATUS, MARITAL STATUS, PHYSICAL OR MENTAL HANDICAP, MILITARY STATUS, SEXUAL ORIENTATION, UNFAVORABLE DISCHARGE FROM MILITARY SERVICE, FAMILIAL STATUS 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.

## **INDEMNIFICATION**

Client hereby indemnifies and holds Jameson and the Jameson's agents harmless from any and all claims, disputes, litigation, judgments, costs and legal fees arising from misrepresentations by Client or other incorrect information supplied by Client.

**TERM**

This Agreement shall be for 180 days from Client's signature, unless canceled by either party upon 30 days written notice. In the event that a property presented to Client by Jameson is leased by Client within six (6) months after termination, Client will recognize Jameson as the procuring cause.

I accept the Jameson associate named herein as my Designated Agent. I acknowledge that my Designated Agent has explained the terms of this Exclusive Tenant Representation Agreement to me, and I agree to comply with its terms and conditions.

\_\_\_\_\_  
Client

JAMESON REAL ESTATE LLC

\_\_\_\_\_  
Client

Designated Agent: Bruce Fogelson

Phone: \_\_\_\_\_

Phone: 773-716-6686

E-mail: \_\_\_\_\_

E-Mail: BruceFogelson@Gmail.com

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**When complete, please email a signed copy to [BruceFogelson@Jameson.com](mailto:BruceFogelson@Jameson.com)**