

EXCLUSIVE TENANT REPRESENTATION AGREEMENT
(Residential Property)

This EXCLUSIVE TENANT REPRESENTATION AGREEMENT ("Agreement") is entered into (Date) _____, between _____ as Tenant(s) ("Tenant"), and **Mattera Realty** ("Firm") as the Tenant's exclusive agent to assist the Tenant in the lease of residential real property on terms and conditions acceptable to Tenant.

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 real estate firm. Tenant has received a copy of the "WORKING WITH REAL ESTATE AGENTS (LEASE TRANSACTIONS)" disclosure and has reviewed it with Firm. Tenant further represents that Tenant has disclosed to Firm information about any properties of the type described in paragraph 1 below that Tenant has visited at any open houses or that Tenant has been shown by any other real estate firm.

1. **GENERAL LOCATION:** _____.

2. **DURATION OF AGENCY.** Firm's authority as Tenant's exclusive agent shall begin _____, and subject to paragraph 3, shall expire at midnight, _____, or when Tenant leases residential real property of the type described in paragraph 1, whichever occurs sooner.

3. **COMPENSATION OF FIRM.**
(a) Tenant agrees that Firm's fee for services hereunder shall be in the amount of **10%** _____ ("Fee")
(Insert dollar amount, percentage of lease price, or other method of determining Firm's compensation. Do not insert N/A or a zero (\$0)). The parties agree that Firm shall first seek the Fee from the listing agent. If there is no listing agent, Firm shall first seek the Fee from the landlord. Should the fee so obtained be greater than the Fee listed above, Firm shall be entitled to retain the difference. Should the fee so obtained be less than the Fee listed above, Tenant shall pay Firm the difference upon execution of a lease. The Fee will be due and payable upon execution of a lease. If Tenant defaults in a lease contract, the Fee that would have been due Firm had the transaction been consummated will be due and payable immediately in cash from Tenant.

4. **FIRM'S DUTIES.** During the term of this Agreement, Firm shall promote the interests of Tenant by:
(a) performing the terms of this Agreement;
(b) seeking property at a price and terms acceptable to Tenant;
(c) presenting in a timely manner all written offers or counteroffers to and from Tenant;
(d) disclosing to Tenant all material facts related to the property or concerning the transaction of which Firm has actual knowledge;
(e) accounting for in a timely manner all money and property received in which Tenant has or may have an interest.

Unless otherwise provided by law or Tenant consents in writing to the release of the information, Firm shall maintain the confidentiality of all personal and financial information and other matters identified as confidential by Tenant, if that information is received from Tenant during the brokerage relationship. In satisfying these duties, Firm shall exercise ordinary care, comply with all applicable laws and regulations, and treat all prospective landlords honestly and not knowingly give them false information. In addition, Firm may show the same property to other Tenants, represent other Tenants, represent landlords relative to other properties, or provide assistance to a landlord or prospective landlord by performing ministerial acts that are not inconsistent with Firm's duties under this Agreement.

5. **NON-DISCRIMINATION. THE AGENT (FIRM) SHALL CONDUCT ALL BROKERAGE ACTIVITIES IN REGARD TO THIS AGREEMENT WITHOUT RESPECT TO THE RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN, HANDICAP OR FAMILIAL STATUS OF ANY PARTY OR PROSPECTIVE PARTY. FURTHER, REALTORS® HAVE AN ETHICAL DUTY TO CONDUCT SUCH ACTIVITIES WITHOUT RESPECT TO THE SEXUAL ORIENTATION OR GENDER IDENTITY OF ANY PARTY OR PROSPECTIVE PARTY.**

6. **TENANT'S DUTIES.** Tenant agrees to cooperate with Firm in leasing real property of the type described in paragraph 1, including but not limited to:
(a) working exclusively with Firm during the term of this Agreement;
(b) immediately referring to Firm information about any properties Tenant may have an interest in examining;
(c) complying with the reasonable requests of Firm to supply any pertinent financial or personal data needed to fulfill the terms of this Agreement;



- (d) being available for reasonable periods of time to examine properties;
- (e) examining properties only by appointments made by or through Firm and accompanied by an agent of Firm;
- (f) conducting all negotiations and communications through Firm;
- (g) conducting all due diligence on property in consultation with Firm; and
- (h) paying for any products and/or services required in the examination and evaluation of properties.

7. **DUAL AGENCY.** Tenant understands that the potential for dual agency will arise if Tenant becomes interested in viewing property listed with Firm. Firm may represent more than one party in the same transaction only with the knowledge and informed consent of all parties for whom Firm acts.

- (a) **Disclosure of Information.** In the event Firm serves as a dual agent, Tenant agrees that without permission from the party about whom the information pertains, Firm shall not disclose to the other party the following information:
 - (1) that a party may agree to a price, terms, or any lease conditions other than those offered;
 - (2) the motivation of a party for engaging in the transaction, unless disclosure is otherwise required by statute or rule; and
 - (3) any information about a party which that party has identified as confidential unless disclosure is otherwise required by statute or rule.
- (b) **Firm's Role as Dual Agent.** If Firm serves as agent for both Tenant and a landlord in a transaction, Firm shall make every reasonable effort to represent Tenant and landlord in a balanced and fair manner. Firm shall also make every reasonable effort to encourage and effect communication and negotiation between Tenant and landlord. Tenant understands and acknowledges that:
 - (1) Prior to the time dual agency occurs, Firm will act as Tenant's exclusive agent;
 - (2) In its separate representation of Tenant and landlord, Firm may obtain information which, if disclosed, could harm the bargaining position of the party providing such information to Firm;
 - (3) Firm is required by law to disclose to Tenant and landlord any known or reasonably ascertainable material facts.

Tenant agrees Firm shall not be liable to Tenant for (i) disclosing material facts required by law to be disclosed, and (ii) refusing or failing to disclose other information the law does not require to be disclosed which could harm or compromise one party's bargaining position but could benefit the other party.

- (c) **Tenant's Role.** Should Firm become a dual agent, Tenant understands and acknowledges that:
 - (1) Tenant has the responsibility of making Tenant's own decisions as to what terms are to be included in any lease agreement with a landlord client of Firm;
 - (2) Tenant is fully aware of and understands the implications and consequences of Firm's dual agency role as expressed herein to provide balanced and fair representation of Tenant and landlord and to encourage and effect communication between them rather than as an advocate or exclusive agent or representative;
 - (3) Tenant has determined that the benefits of dual agency outweigh any disadvantages or adverse consequences;
 - (4) Tenant may seek independent legal counsel to assist Tenant with the negotiation and preparation of a lease agreement or with any matter relating to the transaction which is the subject matter of a lease agreement.

Should Firm become a dual agent, Tenant waives all claims, damages, losses, expenses or liabilities, other than for violations of the North Carolina Real Estate License Law and intentional wrongful acts, arising from Firm's role as a dual agent. Tenant shall have a duty to protect Tenant's own interests and should read any lease agreement carefully to ensure that it accurately sets forth the terms which Tenant wants included in said agreement.

(d) **Authorization** (*initial only ONE*).

_____ Tenant authorizes the Firm to act as a dual agent, representing both the Tenant and the landlord, subject to the terms and conditions set forth in this Paragraph 7.

_____ Tenant desires exclusive representation at all times during this agreement and does NOT authorize Firm to act in the capacity of dual agent. *If Tenant does not authorize Firm to act as a dual agent, the remainder of this paragraph shall not apply.*

(e) **Designated Agent Option** (*Initial only if applicable*).

_____ Tenant hereby authorizes the Firm to designate an individual agent(s) to represent the Tenant, to the exclusion of any other individual agents associated with the Firm. The individual designated agent(s) shall represent only the interests of the Tenant to the extent permitted by law.

NOTE: When dual agency arises, an individual agent shall not practice designated agency and shall remain a dual agent if the individual agent has actually received confidential information concerning a landlord client of the Firm in connection with the transaction or if designated agency is otherwise prohibited by law.

(f) **Dual Agency Compensation.** If the Firm acts as a dual agent (including designated agency), the total fee the Firm expects to receive for its services in representing Tenant and the landlord shall be 10%

(Insert dollar amount, percentage of lease price, or other method of determining Firm's compensation for any property the Tenant may lease). THIS WILL IN NO WAY AFFECT OR MODIFY THE AMOUNT OF THE FEE SET FORTH IN PARAGRAPH 3 ABOVE THAT FIRM EXPECTS TO RECEIVE FOR ITS SERVICES IN REPRESENTING TENANT UNDER THIS AGREEMENT. In the event Tenant is interested in leasing a property where the Firm's total fee is different from that described in this subparagraph (f), the Firm shall timely disclose the fee to Tenant and confirm it in writing before Tenant makes or accepts an offer to lease any such property.

8. **MEDIATION.** If a dispute arises out of or related to this Agreement or the breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation before resorting to arbitration, litigation, or some other dispute resolution procedure. If the need for mediation arises, the parties will choose a mutually acceptable mediator and will share the cost of mediation equally.

9. **ENTIRE AGREEMENT/CHANGES/TERMINATION.** This Agreement constitutes the entire agreement between Tenant and Firm relating to the subject thereof, and any prior agreements pertaining thereto, whether oral or written, have been merged and integrated into this Agreement. This Agreement may be signed in multiple originals or counterparts, all of which together constitute one and the same instrument. No modification of any of the terms of this Agreement shall be valid, binding upon the parties, or entitled to enforcement unless such modification has first been reduced to writing and signed by both Tenant and Firm. Tenant acknowledges and understands that this Agreement constitutes a binding contract between Tenant and Firm. Although Tenant may at any time withdraw from the fiduciary relationship existing between Tenant and Firm, the contract created by this Agreement may not be terminated by Tenant or Firm prior to its Expiration Date without legally sufficient cause. Any such termination shall be by mutually-acceptable written agreement signed by both Tenant and Firm.

NOTE: Tenant should consult with Firm before visiting any homes or contacting any other real estate firm representing landlords, to avoid the possibility of confusion over the brokerage relationship and misunderstandings about liability for compensation.

10. **SURVEILLANCE:** Tenant is advised to be mindful of the fact that there could be video/audio/surveillance device(s) located on any property examined by Tenant and that Tenant or Tenant's representatives may be under surveillance during any such examination. Federal and State laws prohibit the interception of an oral communication through the use of any electronic, mechanical, or other device, whether or not recorded, without the consent of a party to that communication. However, video surveillance without consent is not illegal.

11. **PHOTOGRAPHS AND VIDEO:** Unless a landlord has notified the public that photography and video recording is prohibited, it is permissible to photograph or video the interior of private property since the landlord's permission to enter the property implies permission to do so. However, under no circumstances may Tenant take photographs or videos that intrude on a landlord's reasonable expectations of privacy. Tenant should only photograph or video things that are in "plain view". For example, taking a photo or video of the contents of a medicine cabinet or of financial records in a desk drawer would be impermissible. In addition, any permitted photography or video should be used only in a manner related directly to Tenant's examination and lease of a property. **TAKING IMPERMISSIBLE PHOTOGRAPHS OR VIDEOS OR USING THEM FOR AN IMPERMISSIBLE PURPOSE COULD SUBJECT TENANT TO CIVIL LIABILITY.**

12. **ADDITIONAL PROVISIONS.** _____

[THIS SPACE INTENTIONALL LEFT BLANK]

Tenant and Firm each hereby acknowledge receipt of a signed copy of this Agreement.

THE NORTH CAROLINA ASSOCIATION OF REALTORS®, INC. MAKES NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION.

Tenant: _____
Print Name Signature Date

Contact Information: _____
Home Work Cell Email

Mailing Address: _____

Tenant: _____
Print Name Signature Date

Contact Information: _____
Home Work Cell Email

Mailing Address: _____

Entity Tenant: _____
(Name of LLC/Corporation/Partnership/Trust/etc.)

By: _____ Date: _____

Name: _____ Title: _____

Contact Information: _____
Home Work Cell Email

Mailing Address: _____

Firm: _____
Mattera Realty 169532 Firm Phone: (919)632-1374
Print Real Estate Firm Name Firm License Number

Office Address: _____

By: _____
Individual Agent Signature Individual License Number Date
R18293

Agent Phone: _____ Fax: (919) 646-9626 Email: paulmattera@gmail.com