



EXCLUSIVE BUYER/LESSEE AGENCY AGREEMENT

1. **Broker:** COMMERCIAL-INDUSTRIAL REALTY COMPANY (CIR) **BROKER'S DESIGNATED AGENT:** _____
2. **Buyer/Lessee:** _____
3. **Address:** _____

4. Buyer/Lessee hereby engages Broker as Buyer/Lessee's exclusive real estate agent for the purpose of locating property reasonably suitable for Buyer/Lessee's intended use.

6. 1. **BROKER'S FEE:** _____% OF AND FROM THE FINAL PURCHASE PRICE OR INTEREST OBTAINED to be paid at settlement or when the interest is obtained. Buyer/Lessee is obligated to pay Broker's Fee, however, Broker will seek payment of same from the listing Broker and/or owner. Any sum so paid shall be deducted from the amount otherwise due Broker. In the case of a lease, the Fee shall be _____% of the aggregate gross rental due and is to be paid at the commencement of the lease AND _____% of the gross rental due for the entire term(s) of all renewals, holdovers, expansion, etc., to be paid on or before the first day of new term, holdover, or date of occupancy of renewed or expanded lease space.

12. Broker's Fee shall be due and payable at settlement or when said interest/ leasehold is obtained. Broker's Fee may be a percentage of the purchase/lease price. Even if compensated by the listing broker or seller/lessor, Broker will represent the interests of the Buyer/Lessee.
14. 2. **TERM OF THIS AGREEMENT** _____

16. With regard to negotiations that are pending at the time of the termination of this Agreement, Broker's authority, and Buyer/Lessee obligations with respect to Broker's Fee, shall continue until such negotiations terminate or the property/interest is acquired.
18. 3. **BROKER'S FEE PROTECTION PERIOD AFTER TERMINATION OF THIS AGREEMENT.** If within 180 days of the expiration of this Agreement, Buyer, directly or indirectly, acquires an interest in, or leases, real property which has been shown and/or submitted to Buyer/Lessee by or at the direction of Broker during the Term of this Agreement, Buyer/Lessee shall be obligated to pay Broker's Fee. Buyer/Lessee agrees that should Buyer/Lessee or any person or entity associated with Buyer/Lessee, purchase or obtain an interest in property and/or project introduced by Broker during the Term of this Agreement, Buyer/Lessee shall be obligated to pay Broker's Fee.

20. 4. **CONFLICT OF INTEREST.** A conflict of interest exists where Broker, because of personal or financial interest, may not be able to put the interests of the Buyer/Lessee before any other. If Broker or any affiliated licensee has a conflict of interest, Buyer/Lessee will be notified in a timely manner. The fact that Broker has in the past represented owners from whom Buyer/Lessee may purchase/lease, does not in and of itself, represent a conflict of interest. Buyer/Lessee agrees that Broker may locate and assist other Buyers/Lessees in acquiring real estate. Broker may show or present the same property to other Buyer/Lessees.

22. Buyer/Lessee acknowledges that nothing in this Agreement shall obligate Broker to present to Buyer/Lessee all properties available for purchase, whether known by Broker or suitable for Buyer's/Lessee's intended use.

24. 5. **CONSUMER NOTICE.** Buyer/Lessee has read the Consumer Notice as adopted by the State Real Estate Commission at 49 Pa. Code 835.336. The description of licensee duties, definitions, and information/statements contained in the Notice are incorporated here by reference.

26. 6. **DEPOSIT.** Payments of money received by Broker on account of a sale/lease, regardless of the form of payment and the person named as payee (if payment is by check), shall be held by Broker in an escrow account pending settlement or a prior termination. Buyer/Lessee agrees that Broker may transfer Buyer's/Lessee's deposit to another real estate licensee with Buyer's/Lessee's prior consent. Real estate licensees, including Broker, are obligated to maintain the escrow deposit pursuant to Rules and Regulations of the State Real Estate Commission. In the event of a dispute over entitlement to deposit, Broker will maintain the same in an escrow account until resolution of the dispute by agreement or final order of court. 49 Pa. Code §35.333(a)(8). Buyer/Lessee agrees that if Broker is joined in a suit over entitlement to deposit by Buyer/Lessee, Buyer/Lessee shall pay Broker's costs and fees, including attorney fees.

28. 7. **REAL ESTATE RECOVERY FUND.** A Real Estate Recovery Fund exists to reimburse any person who has obtained a final civil judgment against a Pennsylvania real estate licensee owing to fraud, misrepresentation, or deceit in a real estate transaction and who has been unable to collect the judgment after exhausting all legal and equitable remedies. For complete details about the Fund, call (717) 783-3658.

30. 8. **NEGOTIATED FEE/TERM.** The Broker's Fee and the duration of this Agreement as set forth above have been determined as a result of negotiations between Broker or a licensee employed by Broker, and the Buyer/Lessee.

32. 9. **AGENCY.** Broker will serve as Buyer's/Lessee's Agent. Broker also represents sellers/lessors who have listed properties with Broker. If Buyer/Lessee entertains the acquisition/lease of property listed with Broker, Broker will act as a dual agent as defined in the Consumer Notice. Buyer/Lessee consents to Broker serving Buyer/Lessee and seller/lessor as a dual agent. Broker may, with Buyer's/Lessee's consent, designate an agent to represent Buyer/Lessee, and with seller's/lessor's consent, designate an agent to represent Seller/Lessor. A Designated Agent is a dual agent when representing both Buyer/Lessee and Seller/Lessor. When acquiring a property listed with Broker, Broker shall be paid compensation by Seller/Lessor, and any Fee that would otherwise be paid directly by Buyer/Lessee shall be waived.

34. 10. **SERVICES TO SELLER/LESSOR.** In representing the interests of Buyer/Lessee in acquiring property, Broker may provide services to a Seller/Lessor whose property is not listed with Broker. Buyer/Lessee agrees that Broker may receive a Fee for providing such services that include document preparation, deed preparation, scheduling inspections, and other services ancillary to the sale/lease of Seller's/Lessor's property to Buyer/Lessee.

36. 11. The Agreement shall inure to the benefit of and be binding upon the parties hereto, their respective personal representatives, guardians, successors and assigns.

38. **ATTEST:** _____ Buyer/Lessee
39. _____ BY _____ DATE: _____
40. _____ Print Name: _____ Title: _____
41. _____ BY: _____ DATE: _____
42. _____ Print Name: _____ Title: _____
43. _____ BY _____ DATE: _____
44. _____ Print Name: _____ Title: _____
45. _____ BY _____ DATE: _____
46. _____ Print Name: _____ Title: _____

48. COMMERCIAL-INDUSTRIAL REALTY COMPANY (CIR)

50. BY: _____ DATE: _____