MISTER NEW YORK REAL ESTATE

Exclusive Tenant Representation Agreement

Commercial Space · Tenant Looking for Space

Important: This is a legally binding agreement. Read it carefully. You may wish to have your attorney review it before signing. Commission rates and terms are not set by law and are negotiable.

1. Parties

This Agreement is made on _____, 20_____ between _____ ("Tenant"), whose address is _____, and **Bradley Poster, Licensed Real Estate Broker, d/b/a Mister New York Real Estate** ("Broker"), 516-451-1776, info@misternewyork.com, broker office address _____.

2. What Tenant Is Looking For

Tenant gives Broker the exclusive right to represent Tenant in finding and leasing ([ ] or buying) commercial space with these needs: area(s) _____; use _____; size approx. _____ sq. ft.; budget $_____ per [ ] month [ ] year; move-in by _____; other _____.

3. Term

This Agreement begins on _____ and ends at 11:59 p.m. on _____ (the "Term").

4. Broker's Services

Broker will use reasonable efforts to: review Tenant's needs; search for and present available spaces; arrange and attend tours; help Tenant compare spaces and costs; prepare and present letters of intent; negotiate rent, free rent, build-out and other business terms on Tenant's behalf; and keep Tenant updated until the lease is signed. Tenant's attorney prepares and reviews the lease.

5. Commission

Broker expects to be paid by the landlord or the landlord's broker in most cases, and will ask for that payment first. If the landlord does not pay, or pays less than _____% of the total base rent for the initial lease term, [ ] or $_____, Tenant will pay Broker the difference when the lease is fully signed. If Tenant buys property instead, the commission is _____% of the price, paid at closing, first sought from the seller.

The commission is due if, during the Term, Tenant (or a company Tenant controls) leases or buys space that meets the needs in Section 2, whether found by Broker, Tenant or anyone else.

6. Protection Period

If within _____ days after the Term ends Tenant leases or buys any space that Broker showed or presented to Tenant during the Term, the commission above is due. This does not apply if Tenant has signed an exclusive agreement with another licensed broker after the Term.

7. Tenant's Duties

Tenant will work exclusively with Broker during the Term; refer to Broker all landlords, brokers and listings Tenant learns about; give Broker accurate information about Tenant's needs and finances; and not contact landlords of spaces Broker presents without telling Broker.

8. Other Tenants

Tenant understands that Broker may represent other tenants who are interested in the same or similar spaces.

9. Cooperation with Other Brokers

Broker may work with other licensed brokers. Any commission due to a cooperating broker will be paid by Broker out of the commission in this Agreement, unless Tenant agrees otherwise in writing.

10. Agency and Dual Agency

Broker represents Tenant in this transaction. Broker will not act as agent for the other party in the same transaction (dual agency) unless Tenant gives informed written consent. Tenant consents to dual agency: [ ] Yes [ ] No Initials _____

11. Equal Opportunity

Broker and Tenant will comply with all federal, New York State and local anti-discrimination laws. Broker will not take part in any discrimination based on any characteristic protected by law.

12. Information Provided

Tenant confirms that information given to Broker is true to the best of Tenant's knowledge, and will tell Broker promptly of any changes. Broker may rely on that information. Broker does not give legal, tax, engineering, environmental or appraisal advice; Tenant should consult the appropriate professionals.

13. General

This is the entire agreement between the parties and may only be changed in writing signed by both. It is governed by the laws of the State of New York. If any part is found unenforceable, the rest remains in effect. Signatures delivered electronically or by PDF are valid. Broker will give Tenant a copy of this Agreement once signed.

14. Additional Terms

_____

_____

_____

TENANT

_____

Signature

_____

Print name and title (if signing for a company)

_____

Company name (if any)

_____

Date

BROKER

_____

Bradley Poster, Licensed Real Estate Broker
Mister New York Real Estate

_____

Date

516-451-1776 · info@misternewyork.com · misternewyork.com

Sample agreement provided by Mister New York Real Estate. It is not legal advice. Have your attorney review it before signing. Form version 11/2026.