Commercial Real Estate Advisory & Brokerage
1165 N. Clark Street, Suite 700
Chicago, IL 60610
312-858-8880

NON-EXCLUSIVE

Commercial Tenant Representation Agreement

Date: _____

Client/Company: _____

Contact Name: _____

Address: _____

1 REPRESENTATION

ROAM Real Estate Inc. ("ROAM") and the client identified above ("Client") agree that Client engages ROAM on a non-exclusive basis to assist in identifying, evaluating, and negotiating commercial real estate leasing opportunities.

ROAM designates _____ as Client's designated real estate broker ("Designated Agent").

Because this agreement is non-exclusive, Client may independently pursue properties or work with other brokers, provided Client does not have a conflicting exclusive representation agreement.

ROAM's representation under this Agreement applies only to "Covered Properties," meaning (a) properties introduced to Client by ROAM, as defined in Section 5, and (b) properties Client identifies to ROAM in writing as properties for which Client requests ROAM's representation.

2 SCOPE OF SERVICES

ROAM will use commercially reasonable efforts to assist Client with:

- Identifying suitable commercial properties.
- Coordinating property tours and obtaining relevant information.
- Evaluating market conditions and comparable properties.
- Preparing and negotiating letters of intent.
- Assisting with lease negotiations and coordinating with ownership, listing brokers, and legal counsel.

ROAM will act in Client's best interests, maintain confidentiality, and fulfill its duties under applicable Illinois real estate licensing laws.

3 TERM

This Agreement becomes effective on _____ and automatically expires on _____, unless extended in writing by both parties.

Either party may terminate this Agreement before its expiration by providing written notice to the other party.

Expiration or termination of this Agreement shall not affect ROAM's right to compensation for a lease executed during the Agreement term or during the protection period described in Section 5.

4 BROKERAGE COMPENSATION

BROKERAGE COMPENSATION IS NOT SET BY LAW AND IS FULLY NEGOTIABLE.

Client and ROAM agree that ROAM's compensation for a lease of a Covered Property shall be **3% of the total scheduled base rent payable during the initial lease term**, calculated before any free rent or rent abatement, and excluding real estate taxes, operating expenses, insurance, utilities, and other additional rent.

The parties acknowledge that this compensation is fully negotiable and may agree to a different rate in writing before signing this Agreement.

Agreed Commission Rate: 3%

A. LANDLORD OR LISTING BROKERAGE PAYMENT

ROAM will first seek payment of the agreed commission from the landlord, property owner, or listing brokerage. Any landlord or listing brokerage commission agreement must separately establish that party's payment obligations.

Any commission paid by the landlord, property owner, or listing brokerage will be credited dollar-for-dollar against the total agreed commission.

B. TENANT RESPONSIBILITY

Client is responsible for any portion of the agreed commission that is not paid by the landlord, property owner, or listing brokerage, subject to the following protections:

1. **Disclosed shortfall.** If the landlord, property owner, or listing brokerage has not agreed in writing to pay the full agreed commission, ROAM will disclose the anticipated shortfall to Client in writing before Client executes the lease. The disclosed shortfall shall be payable by Client upon lease execution. If written disclosure is not provided before lease execution, ROAM shall provide written notice identifying the unpaid commission amount and the basis for its calculation, and Client shall have 30 days after receiving that notice to pay the disclosed shortfall. The absence of advance written notice shall not, by itself, extinguish ROAM's right to the compensation established under this Agreement.
2. **Delayed payment.** If the landlord, property owner, or listing brokerage has agreed in writing to pay the commission, Client will not be invoiced at lease execution for that amount, and Client is not responsible for it solely because payment has not yet been received.
3. **Landlord default.** If the landlord, property owner, or listing brokerage has agreed in writing to pay ROAM's commission but subsequently fails to honor that obligation, ROAM shall pursue payment from the responsible party. Client shall not be responsible for that party's failure to pay unless Client has separately agreed in writing to assume that obligation.
4. **No duplicate payment.** Under no circumstances may ROAM receive compensation from all sources combined exceeding the total agreed commission. Any duplicate payment, including any amount later recovered from the landlord, property owner, or listing brokerage, will be promptly credited or refunded to Client.

C. WHEN COMMISSION IS EARNED AND PAYABLE

ROAM's agreed commission is earned upon execution of a binding lease between Client and the landlord for a Covered Property. ROAM's standard commission payment requirement is 100% payable at lease execution.

The commission is not contingent upon tenant occupancy, rent commencement, or the landlord's receipt of rent. The payment obligations of the landlord, property owner, or listing brokerage are governed by the applicable written commission agreement, and Client's payment obligations are governed by Section 4(B), unless Client and ROAM agree otherwise in writing.

Any amendment to the agreed commission amount, calculation, or payment timing must be documented in writing and signed by the applicable parties.

5 BROKER-INTRODUCED PROPERTIES

A property is considered introduced by ROAM when ROAM identifies the property to Client in writing or arranges a property tour on Client's behalf. Written documentation may include email correspondence, written property presentations, written tour confirmations, or other written communications identifying the property. ROAM will confirm each tour it arranges in writing. No separate property introduction agreement is required.

Client agrees to communicate with ROAM regarding negotiations for properties introduced by ROAM during the term of this Agreement.

PROTECTED PROPERTIES AND NONCIRCUMVENTION

Client agrees not to intentionally bypass ROAM, including by negotiating directly with ownership or through another representative, for the purpose of avoiding payment of an agreed commission on a Covered Property. Entering into a lease or communicating directly with a landlord does not, by itself, constitute circumvention.

If Client leases a Covered Property in violation of this Section, Client shall pay any portion of the agreed commission not paid by the landlord, property owner, or listing brokerage, and the disclosure requirement in Section 4(B)(1) shall not apply.

If Client executes a lease for a Covered Property during the Agreement term, or within **150 days following expiration or termination** for a property included on the protected property list described below, ROAM shall be entitled to the compensation established in Section 4.

Within **10 business days** following expiration or termination, ROAM will provide Client with a written list of protected properties. Only Covered Properties included on a timely delivered list remain protected after expiration or termination, and that list controls.

Properties Client was already actively pursuing through another broker before ROAM's involvement are excluded, provided Client identifies those properties to ROAM in writing.

Client remains free to pursue independently identified properties without obligation to ROAM.

6 AGENCY RELATIONSHIPS AND CONFLICTS OF INTEREST

Client acknowledges that ROAM may represent landlords, property owners, or other tenants in the same market, and may show the same or competing properties to other clients. ROAM will provide any written disclosure of this required by Illinois law.

If Client expresses interest in a property for which ROAM also represents the landlord, ROAM will disclose the potential conflict and explain the available agency arrangements.

ROAM will not undertake dual agency without obtaining the informed written consent required under Illinois law from all affected clients.

Any required dual agency disclosures, consents, and transaction-specific confirmations will be documented separately.

ROAM will protect confidential client information in accordance with applicable law.

7 CLIENT RESPONSIBILITIES

Client agrees to provide accurate information regarding its space requirements, financial qualifications, and intended property use.

Client acknowledges that ROAM is not providing legal, tax, architectural, engineering, environmental, or other specialized professional advice.

Client is encouraged to retain independent legal counsel to review any proposed lease or other binding agreement.

8 FAIR HOUSING AND NONDISCRIMINATION

It is illegal for either the owner or any licensee to refuse to show, display, lease or sell to any person because of race, color, religion, national origin, sex, ancestry, age, marital status, physical or mental disability, familial status, pregnancy, sexual orientation, including, but not limited to, gender identity, unfavorable discharge from military service, military status, order of protection status, arrest record, immigration status, source of income, or any other class protected by Article 3 of the Illinois Human Rights Act.

ROAM and Client agree to comply with all applicable federal, state, and local nondiscrimination laws.

9 GENERAL TERMS

This Agreement represents the understanding between ROAM and Client regarding the non-exclusive commercial tenant representation relationship.

Any amendments must be made in writing and signed by both parties.

This Agreement shall be governed by the laws of the State of Illinois.

ROAM REAL ESTATE INC.

Brokerage

By: _____

Name: Lia Caton

Title: Designated Managing Broker

Date: _____

ACCEPTED AND AGREED

Client

Client/Company: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____