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: _____

The client identified above ("Client") agrees to work with ROAM Real Estate Inc. ("ROAM"), and ROAM shall designate the licensee below to act as a non-exclusive agent of Client for the purpose of identifying and negotiating to lease commercial real estate. By working with ROAM, Client agrees that the following will govern the terms of their relationship:

DESIGNATED AGENT

1. ROAM designates _____ ("Designated Agent") as the non-exclusive legal agent of Client for the purpose of representing Client in the leasing of commercial real estate.

DURATION

2. This Agreement will be effective from the date of signatures until 11:59 p.m. on _____, when it shall automatically terminate. Either party may terminate this Agreement earlier by written notice to the other party.

PROPERTY SPECIFIC OPTION (_____ check if applicable)

3. Designated Agent will assist Client on a non-exclusive basis for the sole purpose of seeking to lease the specific property located at:

   Property Address: _____

   Suite/Unit: _____

   for the period of time set forth in paragraph 2. When selected, this property is the sole Covered Property under this Agreement.

DUTIES

4. Designated Agent will:
   - **(a)** Use Designated Agent's best efforts to identify commercial properties that meet Client's specifications for location, size, use, and budget.
   - **(b)** Arrange for touring of properties identified as potentially appropriate for lease.
   - **(c)** Advise Client about market conditions and comparable properties.
   - **(d)** Prepare and negotiate letters of intent and assist Client in negotiating a lease acceptable to Client, unless Designated Agent is acting as a Disclosed Dual Agent.
   - **(e)** Coordinate with ownership, listing brokers, and Client's attorney.
   - **(f)** Provide reasonable safeguards for confidential information that Client discloses to Designated Agent.

5. ROAM will support Designated Agent with the advice of its managing broker, protect Client's confidential information, and, as needed, designate additional licensees as Client's designated agents.
6. Client will provide accurate information about its space needs, intended use, and finances; be reasonably available to tour properties; and keep ROAM informed of negotiations on properties ROAM introduces.

COMPENSATION FOR SERVICES

DISCLOSURE: ROAM'S COMPENSATION IS NOT SET BY LAW AND IS FULLY NEGOTIABLE.

7. **Select One**

☐ Client agrees to pay ROAM _____% of the total scheduled base rent for 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.

☐ Client agrees to pay ROAM a flat fee of $_____.

☐ **Other:** Client agrees to pay ROAM as follows (describe here in objectively ascertainable terms):

_____

_____

How the commission is paid:

- ROAM will first seek payment from the landlord, property owner, or listing brokerage ("Landlord"). Anything Landlord pays is credited against the commission.
- Client's payment is reduced by any amount Landlord pays. Client pays only the portion Landlord does not pay.
- The commission is earned and payable when the lease is signed.
- This section applies if Client signs a lease for a Covered Property during the term of this Agreement or the protection period in paragraph 11.
- Any change to this section, including the compensation to be paid to ROAM, must be made by written agreement of the parties.

ROAM MAY NOT RECEIVE COMPENSATION FROM ANY SOURCE THAT EXCEEDS THE AMOUNT OR RATE AGREED TO WITH CLIENT.

COVERED PROPERTIES

8. This Agreement covers (a) properties ROAM introduces to Client and (b) properties Client asks ROAM in writing to represent it on ("Covered Properties"). A property is introduced by ROAM when ROAM identifies it to Client in writing (such as by email, property presentation, or tour confirmation) or arranges a tour, which ROAM will confirm in writing. Client owes ROAM nothing on properties Client finds independently.
9. **Existing relationships.** At signing, Client will list in writing any properties it is already pursuing with the owner, landlord, or another broker; those are excluded. If ROAM introduces a property Client believes it already knew, Client must tell ROAM in writing within 2 business days, with dated documentation. Otherwise, the property is treated as introduced by ROAM.

REPRESENTING OTHER TENANTS

10. Designated Agent will have no duty to represent only Client and may represent other prospective tenants who may be interested in leasing the same properties Client is interested in, subject to the Illinois Real Estate

License Act. ROAM may also represent landlords. ROAM will not act as a dual agent without the informed written consent required by Illinois law, which will be documented separately.

PROTECTION PERIOD AND NONCIRCUMVENTION

11. If Client signs a lease for a Covered Property within **150 days** after this Agreement ends, ROAM earns its commission under paragraph 7, provided the property appears on the written list ROAM delivers within **10 business days** after this Agreement ends. That list controls.

    Client will not bypass ROAM, by dealing directly with ownership or another representative, to avoid ROAM's commission. If it does, Client will pay any portion of the commission Landlord does not pay. Simply talking with a landlord or signing a lease is not circumvention.

RECOMMEND OTHER PROFESSIONALS

12. ROAM and Designated Agent are being retained solely as real estate professionals, and not as attorneys, tax advisors, architects, engineers, environmental consultants, contractors, or other professional service providers. Such other professionals are available to advise Client, if desired, at Client's expense. Client is encouraged to have its own attorney review any lease.

PREVIOUS REPRESENTATION

13. Client understands that ROAM and/or Designated Agent may have previously represented the landlord of a property Client wishes to lease, and may have learned material information about that landlord that is considered confidential. Under the law, neither ROAM nor Designated Agent may disclose any such confidential information to Client.

ILLEGAL DISCRIMINATION

14. 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. The parties agree to comply with all applicable federal, state, and local nondiscrimination laws.

GENERAL TERMS

15. This Agreement is the entire understanding between ROAM and Client. Any amendment must be in writing and signed by both parties. If any provision is found unenforceable, the rest of the Agreement remains in effect. This Agreement is governed by Illinois law.

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: _____