

Lessee Representation Agreement - Exclusive

1. EXCLUSIVE RIGHT TO REPRESENT: _____ (“Lessee”) grants **Realty Source, Inc.** (“Broker”) the exclusive and irrevocable right, on the terms specified in this Agreement, to represent Lessee to locate real property to lease (“Property”) that is acceptable to Lessee. Broker will perform its obligations under this Agreement through the individual signing for Broker below, who is either Broker individually or an associate-licensee (an individual licensed as a real estate salesperson or broker who works under Broker’s real estate license).
2. TERM OF AUTHORIZATION: This authorization is in effect from _____ to 11:59 PM of _____, or upon completion of a resulting transaction, whichever occurs first.
3. GEOGRAPHICAL AREA: This authorization is limited to properties located in California.
4. BROKER’S DUTIES: Broker will
 - a. Attempt to locate the Property.
 - b. Negotiate on Lessee’s behalf, terms and conditions agreeable to Lessee.
 - c. Assist Lessee in the lease of the Property.
 - d. Not disclose any personal or financial information about Lessee without Lessee’s permission.
5. LESSEE’S DUTIES: Lessee will
 - a. Inform Broker of all past and current contacts with any real property of interest to Lessee and provide appropriate contact information of owners or agents of such property.
 - b. Cooperate with Broker and be reasonably available to examine real property available for lease that is potentially acceptable to Lessee.
 - c. Upon request, provide Broker financial and personal information required to qualify for the lease of real property.
 - d. Guarantee to have not signed any exclusive representation authorizations or agreement with any other broker or brokerage firm covering the same geographical area stated in this Authorization.
 - e. Acknowledge that Broker is not responsible for nor guarantees the condition of the Property. Broker is not responsible for verifying the square footage or anything else that accompanies the Property.
 - f. Authorizes Broker to share and disclose information about Lessee with other agents who represent real property available for lease.
6. FEES: Required compensation upon completion of any resulting transaction is a one time fee of \$75, or if transaction is disrupted during the transaction by default of Lessee.
7. DISPUTE RESOLUTION:
 - a. MEDIATION: Lessee and Broker agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting transaction, before resorting to arbitration or court action. Mediation fees, if any, shall be divided equally among the parties involved. If, for any dispute or claim to which this paragraph applies, any party commences an action without first attempting to resolve the matter through mediation, or refuses to mediate after a request has been made, then that party shall not be entitled to recover attorney’s fees, even if they would otherwise be available to that party in any such action.

Lessee’s Initials _____; Date _____ Broker’s Initials _____;

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- b. ARBITRATION: Lessee and Broker agree that any dispute or claim in Law or equity arising between them regarding the obligation to pay compensation under this Agreement, which is not settled through mediation, shall be decided by neutral, binding arbitration. The arbitrator shall be a retired judge or justice, or an attorney with at least five years of residential real estate law experience, unless the parties mutually agree to a different arbitrator, who shall render an award in accordance with substantive California law. The parties shall have the right to discovery in accordance with California Code of Civil Procedure §1283.05. In all other respects, the arbitration shall be conducted in accordance with Title 9 of Part III, of the California Code of Civil Procedure. Judgment upon the award of the arbitrator(s) may be entered in any court having jurisdiction. Interpretation of this agreement to arbitrate shall be governed by the Federal Arbitration Act.

Lessee acknowledges that Lessee has read, understands, received a copy of and agrees to the terms of this Agreement.

Lessee _____ Date _____

Address _____ City _____ State _____ Zip _____

Telephone _____ Fax _____ E-mail _____

Real Estate Broker (Firm): Realty Source, Inc. DRE License #: 01523891

By (Agent): Patrick A. Hale DRE License # 01777558 Date: _____

Address: P.O. Box 601941 City: San Diego State: CA Zip: 92160

Telephone: (619) 309-7883 Fax: (866) 538-6057 E-mail: Hale@REofCA.com