





**Jack Holler Commercial Real Estate**

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**BUYER/TENANT AGENCY AGREEMENT and RIGHT TO REPRESENT  
("Agreement")**

This Agreement shall formalize the appointment by Client of Joshua Cohen and Jack Holler Commercial Real Estate (collectively "Agent") as Client's sole and exclusive real estate agency. By signing below, **Client grants Agent the exclusive right to represent and negotiate on Client's behalf** for Client's acquisition of a new lease or purchase of real property for Client and/or renewal of existing lease. This agreement shall commence on the date of signature specified below and extend for a term of thirty (30) days. Agreement shall automatically renew every thirty (30) days thereafter. **Both Client and Agent shall have the ongoing right to terminate Agreement by giving thirty (30) days' written notice.**

Agent will use its best efforts and available resources to secure new (or renewal) lease or purchase terms for Client as per Client's directions. Client will refer all inquiries and offerings received by Client to Agent. All negotiations shall be conducted solely by Agent under Client's direction. Agent shall not bind Client to any purchase or lease agreement.

**Agent shall never seek a commission from Client.** In the event a lease or purchase transaction is consummated, Agent will look only to Landlord or Seller, as the situation may be, for a commission or fee, unless otherwise expressly, implicitly agreed. Client agrees to protect and support Agent's interest in said commission or fee, and shall not agree to or fail to honor terms, by which action shall result in Agent not being compensated as described herein. Client further agrees not to execute a contract with anyone that is contradictory to this Agreement and/or until Agent has a written agreement with said Landlord/Seller or Landlord/Seller's agent to be paid a fair market commission. Should Client fail to honor any terms or conditions, and that failure results in Agent's inability to collect a commission, Client shall be liable for that portion of the commission which was rendered uncollectible by Client's action. Client further agrees to assist Agent (at Agent's expense) in collecting any commissions should a dispute arise with either the Landlord/Seller or a cooperating broker. Any commission or fee shall be in accordance with the standard market schedule of commissions.

Beginning with termination of this Agreement and extending for one year, Client shall continue to recognize Agent as their exclusive agency, in accordance with the terms hereof, with respect to any prospective properties presented to Client during the term of this Agreement. If any leases and/or purchases are in negotiations and/or escrow during the one-year protection term, Client will continue to recognize and defend Agent as Client's exclusive agency until the transaction is completed.

The terms and conditions of this agreement shall be governed by the laws of the State of Nevada. If any terms of this Agreement are deemed unenforceable, the remainder of the Agreement shall remain in effect. If either party incurs legal costs in an effort to enforce this Agreement, the prevailing party shall be entitled to the reimbursement of said costs.

By signing below, Client further acknowledges receipt of the Nevada Duties Owed form.

**AGREED AND ACCEPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2010.**

Client Signature: \_\_\_\_\_

Agent: \_\_\_\_\_

Joshua Cohen, Jack Holler CRE

Client Name: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

Website: \_\_\_\_\_