

HCRE TENANT'S OFFICE POLICY

AGENCY RELATIONSHIP ACKNOWLEDGMENTS & OPERATIONAL TERMS FOR TENANTS/LESSEES

This Office Policy outlines standard commercial practices and agency relationships between Highgarden Real Estate, Inc. ("Broker") and the undersigned Tenant or Authorized Representative ("Tenant") seeking to lease commercial space. By proceeding with Broker's services, Tenant acknowledges and agrees to the following terms:

1. Representation Authorization

Tenant authorizes Broker to act as their exclusive commercial real estate representative for the purpose of locating, negotiating, and securing lease space. Tenant agrees to work in good faith exclusively through Broker during this representation term.

2. Marketing & Search Activities

Broker may:

- Conduct market research and outreach to landlords and listing brokers on Tenant's behalf.
- Prepare and present letters of intent, proposals, and offers as directed by Tenant.
- Disclose Tenant's name, business profile, and space requirements to potential landlords and their agents solely for the purpose of lease negotiations.

3. Compensation & Commission

- Broker shall seek to be compensated by the landlord or listing broker via a cooperative commission, customary in commercial leasing transactions.
- If the landlord or listing broker does not offer compensation, Tenant agrees to compensate Broker as outlined in a separate commission addendum (if executed).
- Broker's compensation shall not be contingent upon Tenant's continued occupancy, business operations, or success.

4. Document Retention & Compliance Fee

To fulfill recordkeeping obligations under Indiana law, Broker will store all transaction-related documents for no less than seven (7) years. A compliance and document retention fee of \$299.00 will be charged to the Tenant on the settlement or commission statement at lease execution.

Tenant's Initials _____ Tenant's Initials _____ Tenant's Initials _____ Tenant's Initials _____

5. Third-Party Referrals

Broker may suggest service providers, including but not limited to: space planners, inspectors, environmental consultants, title agents, legal professionals, and lenders. These referrals are made solely for convenience. Broker makes no warranties regarding any third-party service provider. Tenant agrees to perform independent due diligence and releases Broker from any liability related to such referrals.

6. Closing & Lease Disclaimers

Broker is not a title company, escrow agent, or legal advisor. Broker shall not be responsible for errors in lease abstracts, CAM reconciliations, rent commencement dates, or related settlement matters. Tenant should consult legal counsel to review all lease documents.

7. Financial & Tax Disclosures

Tenant affirms the accuracy of all provided financial statements, business information, and requested documentation. Tenant shall indemnify and hold harmless Broker and its agents from any claims or losses arising from incorrect or incomplete financial disclosures.

8. Property Condition & Disclosures

Tenant understands that Broker relies on information provided by landlords and their representatives and does not independently verify building condition, code compliance, zoning, or suitability for Tenant's intended use. Tenant agrees to conduct all necessary inspections and due diligence before signing a lease.

9. Security & Personal Property

Tenant is responsible for securing their own personal property, trade fixtures, and improvements. Broker assumes no liability for loss or damage to Tenant's property during space tours, inspections, or occupancy.

10. Agency Relationship Disclosure

Pursuant to Indiana Code IC 25-34.1-10-9.5, Broker represents the Tenant's interest as a commercial agent unless otherwise stated in writing. In an "in-house" or dual agency scenario, Broker shall disclose any potential conflict of interest and obtain necessary consent. All fiduciary duties of loyalty, confidentiality, and disclosure remain intact.

11. Limited Agency Disclosure

Tenant acknowledges that, in certain cases, the same brokerage may represent both landlord and tenant in a transaction. Broker shall act as a limited agent only upon receiving written informed consent from all parties. Broker shall not disclose confidential information such as pricing strategies or motivations without prior written approval. Tenant voluntarily consents to such limited agency and agrees to hold Broker harmless from any claims arising therefrom.

12. Communication Consent

Tenant consents to receive communication from Broker and its agents via email, telephone, text message, or other electronic means regarding leasing opportunities and related real estate matters.

13. Psychologically Affected Commercial Property Disclosure

Under Indiana Code §32-21-6, certain commercial real estate may be classified as "Psychologically Affected Property." This designation applies when a commercial property—whether for sale, lease, or rent—is known or reasonably suspected to have been the site of certain events (death, felony, gang activity, etc.). Indiana law does not require disclosure of such events, and Broker shall not be responsible for investigating or disclosing them unless otherwise required by law.

Tenant acknowledges they have been advised of their right to independently investigate such matters. 14. Lead-Based Paint Notification and Waiver – Commercial Property

14. Lead-Based Paint Notification and Waiver – Commercial Property

Tenant is informed that commercial properties constructed prior to 1978 may contain lead-based paint or hazards, particularly if they include residential components or may be converted to residential use. Tenant has been advised to review the EPA booklet "Protect Your Family from Lead in Your Home" and obtain inspections at their own expense. Tenant waives and releases Broker from any liability related to lead-based paint or hazardous materials.

Tenant's Signature

Date

Tenant's Signature

Date

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Tenant's Signature

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Brian Holle
Managing Broker, Highgarden Real Estate

Highgarden Broker