

This contract is intended to be a binding Real Estate contract. This contract is not a government-specified form. The Brokerage and Buyer may negotiate any of the terms of this contract before signing. The amount and how Brokerage commissions are formulated are not set by law and are fully negotiable prior to execution of this contract.

1. **PARTIES.** This Exclusive Buyer-Broker Representation Agreement ("**Agreement**") is entered into by and between _____ ("**Brokerage**") and _____ ("**Buyer**"). Brokerage agrees to appoint a licensee sponsored by Brokerage to act as the Buyer's designated agent ("**Buyer's Designated Agent**"), as set forth in paragraph 3, for the purpose of assisting Buyer in identifying and negotiating the acquisition of real estate ("**Property**"), and in, and only in, the following location(s): [region, address, city, neighborhood, and/or county] _____ ("**Location**"). The terms "acquire" or "acquisition" shall mean the lease, purchase, exchange, or contract for the option to purchase Property by Buyer or anyone acting on Buyer's behalf.
2. **EXCLUSIVE RIGHT.** Brokerage and Buyer's Designated Agent's right to represent Buyer in the acquisition of Property anywhere in the Location is exclusive ("**Exclusive Right**"), and Buyer may not enter into any other agreement with, or use the services of, another real estate brokerage, in an attempt to acquire property within the Location during the term of this Agreement. Buyer represents and warrants that it has not entered into and will not enter into during the Term (as defined below), any other agreement with another real estate brokerage to represent Buyer in the acquisition of Property in the Location.
3. **BUYER'S DESIGNATED AGENT.** Brokerage designates and Buyer accepts _____ ("**Buyer's Designated Agent**"), a sponsored licensee of Brokerage, as Buyer's Designated Agent under this Agreement with Brokerage. Buyer understands and agrees that neither Brokerage nor any other sponsored licensees of Brokerage will be acting as agent for Buyer. Brokerage shall have the discretion to appoint a substitute designated agent for Buyer as Brokerage determines necessary, and Buyer shall be advised within a reasonable time of any such substitution. Buyer understands and agrees that Brokerage and any of Brokerage's other sponsored licensees may enter into agreements with other prospective purchasers, sellers, landlords, and buyers of property as agents of those purchasers, sellers, landlords, and buyers.
4. **TERM.** Brokerage's Exclusive Right under this Agreement shall begin on _____, 20____, ("**Effective Date**") and shall extend until 11:59 P.M. on _____, 20____, ("**Term**") at which time this Agreement shall automatically terminate ("**Termination Date**"). Notwithstanding anything in this paragraph to the contrary, in the event that the Termination Date is more than one year from the Effective Date, Buyer may terminate this Agreement on 11:59 p.m. on the date that is one year after the Effective Date (deemed the "**Termination Date**" if applicable) by providing 30 days prior written notice to Brokerage.
5. **MINIMUM SERVICES.** Pursuant to the Real Estate License Act of 2000, as amended, Brokerage must provide, at a minimum, the following services:
- a) accept delivery of and present to the Buyer offers and counteroffers to buy or lease any Property that Buyer seeks to acquire;
 - b) assist the Buyer in developing, communicating, negotiating and presenting offers, counteroffers, and notices that relate to the offers and counteroffers until a lease or purchase agreement - is signed and all contingencies have been satisfied or waived; and
 - c) answer the Buyer's questions relating to the offers, counteroffers, notices and contingencies.
6. **BUYER'S DESIGNATED AGENT'S DUTIES.** Buyer's Designated Agent shall:
- a) use best efforts to identify Properties available for acquisition in the Location that meet Buyer's specifications relating to location, price, features, and amenities;
 - b) arrange, to the extent available, inspections of Properties identified by Buyer as potentially appropriate for acquisition;
 - c) advise Buyer as to the pricing of comparable properties;
 - d) assist Buyer in negotiating a contract acceptable to Buyer for the acquisition of property;
 - e) safeguard and protect any confidential or proprietary information that Buyer discloses to Buyer's Designated Agent unless disclosure of such information is required by law;

41 f) disclose to Buyer any information known to Buyer's Designated Agent that would materially affect Buyer's decision to
42 acquire the Property.

43 g) Other: _____

44 7. **LIMITATIONS ON BUYER'S DESIGNATED AGENT'S DUTIES.** Buyer acknowledges and agrees that Buyer's Designated Agent:

45 a) may enter into exclusive or non-exclusive agreements with other buyers of property and may show the same or similar
46 Properties in which Buyer is interested to other prospective buyers that Buyer's Designated Agent represents. In the
47 event Buyer's Designated Agent has reason to believe that more than one buyer will be making or are preparing to
48 make contemporaneous offers to purchase the same Property, then a disclosure shall be presented.

49 b) is not an expert with regard to matters which could have been revealed through a survey, title search or inspection of the
50 Property; the condition of Property or items within the Property; building products and construction techniques; the
51 necessity or cost of any repairs to the Property; hazardous or toxic materials; termites and other wood destroying
52 organisms; the tax and legal consequences of any acquisition; the availability and cost of utilities and community
53 amenities; appraised or future value of the Property (or matters relating to financing for which Buyer is hereby advised
54 to seek independent expert advice); and conditions off the Property which may affect the Property;

55 c) is not responsible for the accuracy of room dimensions, lot size, square feet, variances, zoning or use restrictions which
56 may or may not be reflected in the Multiple Listing Service ("**MLS**") or other sources;

57 d) shall owe no duties to Buyer nor have any authority on behalf of Buyer other than what is set forth in this Agreement;

58 e) may make disclosures as required by law;

59 f) may show Buyer Property which is listed in the MLS or on other websites or databases by Brokerage or the Buyer's
60 Designated Agent; and

61 g) DUE TO THE LARGE NUMBER OF PLACES WHERE PROPERTIES MAY BE ADVERTISED, IS NOT OBLIGATED TO SHOW ANY
62 PARTICULAR PROPERTY THAT IS AVAILABLE TO ACQUIRE, UNLESS BUYER REQUESTS BROKERGAGE TO DO SO IN
63 WRITING, AND THE PROPERTY IS AVAILABLE FOR SHOWING BY BUYER'S DESIGNATED AGENT.

64 h) Other: _____

65 8. **BUYER'S DUTIES.** Buyer shall:

66 a) work EXCLUSIVELY with Brokerage and Buyer's Designated Agent to identify and acquire Property in the Location during
67 the Term of this Agreement, regardless of whether a particular property is listed for sale or is new construction;

68 b) comply with reasonable requests of Buyer's Designated Agent to supply relevant financial information that may be
69 necessary to permit Buyer's Designated Agent to fulfill its obligations under this Agreement;

70 c) be available upon reasonable notice and at reasonable hours to inspect Properties that are potentially appropriate for
71 acquisition by Buyer;

72 d) identify to Buyer's Designated Agent those specific Properties that Buyer desires to view, including on and off market
73 properties, for sale by owner properties, and new construction;

74 e) conduct all negotiations through Buyer's Designated Agent or Buyer's attorney;

75 f) otherwise cooperate with Buyer's Designated Agent in its efforts to fulfill its obligations under this Agreement; and

76 g) pay Brokerage, or cause Seller's brokerage or Seller to pay Brokerage, compensation pursuant to the terms of Paragraph
77 11 of this Agreement.

78 h) Other: _____

79 9. **FAIR HOUSING AND NONDISCRIMINATION. BROKERAGE, ITS AGENTS AND EMPLOYEES, INCLUDING BUYER'S DESIGNATED**
80 **AGENT, SHALL NOT ACT IN ANY WAY TO INDUCE OR DISCOURAGE BUYER FROM ACQUIRING A PARTICULAR PROPERTY BASED**
81 **ON THE RACE, COLOR, RELIGION, NATIONAL ORIGIN, SEX, ANCESTRY, AGE, MARITAL STATUS, PHYSICAL OR MENTAL HANDICAP**
82 **OR FAMILIAL STATUS (OR ANY OTHER CLASS PROTECTED BY ARTICLE 3 OF THE ILLINOIS HUMAN RIGHTS ACT) OF THE SELLER**
83 **AND/OR BUYER. THE PARTIES TO THIS AGREEMENT AGREE TO COMPLY WITH ALL APPLICABLE FEDERAL, STATE AND LOCAL FAIR**
84 **HOUSING LAWS.**

85 **Buyer's Initials** _____ **Buyer's Initials** _____

86 10. **DISCLAIMER.** Buyer acknowledges and agrees that Brokerage and Buyer's Designated Agent are being retained solely as real estate
87 professionals and NOT as attorneys, tax advisors, surveyors, structural engineers, home inspectors, environmental consultants,
88 architects, contractors, or other professional service advisors. Buyer understands and agrees that such other professional service
89 providers are available to render advice or services to Buyer, if desired, at Buyer's expense.

90 11. **COMPENSATION.** Buyer and Brokerage acknowledge that there are many ways in which compensation to Brokerage for
91 Brokerage's services to Buyer under this Agreement can be structured, many of which are set forth below. Such options include
92 Brokerage being paid from the listing brokerage under a cooperative brokerage arrangement, from the seller or landlord directly
93 (collectively, "**Seller**"), or Brokerage being paid directly by Buyer.

94 Buyer and Brokerage have considered their options on how to structure Brokerage's payment for services carefully, and hereby
95 agree that, for providing its services to Buyer pursuant to this Agreement, Brokerage shall be paid as checked below:

96 **Commissions are not set by law and are fully negotiable. Brokerage may not receive compensation that exceeds the Brokerage**
97 **Commission or Brokerage Fee (as defined below).**

98 **(Check one)**

99 A. **Percentage Commission.** Brokerage shall be paid a commission of _____% [percent] of the purchase price of the
100 Property, which in no event shall be less than \$_____, which Buyer acquires during the Term of this
101 Agreement ("**Brokerage Commission**"). The Buyer may choose to have the Brokerage Commission paid to Brokerage
102 by the listing brokerage or Seller, and not directly from Buyer. However, in the event that the listing brokerage or
103 Seller does not pay Brokerage the Brokerage Commission, or if the amount paid by listing brokerage or Seller is not
104 at least equal to the Brokerage Commission, then Buyer shall pay Brokerage, at the time of acquisition, compensation
105 equal to the Brokerage Commission, less any commission paid by listing brokerage or Seller.

106 B. **Flat Rate.** Buyer shall pay Brokerage a flat rate of \$_____ ("**Brokerage Fee**"). The Buyer may choose to
107 have the Brokerage Fee paid to Brokerage by the listing brokerage or Seller, and not directly from Buyer. However,
108 in the event that the listing brokerage or Seller does not pay Brokerage the Brokerage Fee, or if the amount paid by
109 listing brokerage or Seller is not at least equal to the Brokerage Fee, then Buyer shall pay Brokerage, at the time of
110 acquisition, compensation equal to the Brokerage Fee, less any commission paid by listing brokerage or Seller.

111 C. **Hourly Rate.** Buyer shall pay \$_____ per hour of Brokerage's time to provide services to Buyer ("**Hourly Rate**").
112 Time billed by Brokerage shall be measured in 15 minute increments and shall be billed for the following services:
113 _____
114 _____
115 Brokerage shall keep a log of time spent by Brokerage performing the services that are billed, which log will be
116 provided to Buyer upon request. Brokerage shall submit an invoice to Buyer monthly and payments shall be due
117 within 15 days, provided that amounts subject to charge at the Hourly Rate shall become immediately due at time of
118 acquisition of Property and those amounts shall be paid by Buyer at closing.

119 D. **Other** _____
120 _____ ("**Other Compensation**")

121 The Brokerage Commission, Brokerage Fee, Hourly Rate, and Other Compensation, are referred to collectively as "**Brokerage**
122 **Compensation**". Brokerage shall be entitled to the Brokerage Compensation pursuant to this Agreement upon the acquisition of
123 Property prior to the Termination Date, regardless of whether the acquisition resulted from the service and/or effort of the Brokerage,
124 Buyer's Designated Agent, Buyer or any other persons or entities. If within 180 days following the Termination Date, Buyer acquires
125 (or enters into agreement to acquire) any property to which Buyer was introduced by Buyer's Designated Agent, then Buyer agrees
126 to pay Brokerage the Brokerage Compensation described above ("**Compensation Deadline**"), provided that for residential properties
127 of 4 units or less, Buyer does not enter into a valid, written brokerage agreement with another sponsoring broker after the Termination
128 Date. In no event shall Brokerage be obligated to advance funds to Buyer to facilitate the acquisition of Property.

129 In addition to the Brokerage Compensation set forth above, Buyer shall pay Brokerage a non-refundable retainer fee of
130 \$_____ ("**Retainer**") which shall be due and payable to, and shall be considered earned by Brokerage upon signing this
131 Agreement. Retainer (**choose one**) [shall] OR [shall not] be applied towards any Brokerage Compensation.

132 Buyer's obligations under this Paragraph 11 shall survive the termination of this Agreement.

133 Additional Compensation Terms:
134 _____
135 _____

136 12. **DUAL AGENCY.** By checking "Yes" and signing below, Buyer acknowledges and agrees that Buyer's Designated Agent ("**Licensee**") may
137 undertake a dual representation (represent both seller and buyer or landlord and tenant, as the case may be) in connection with any
138 acquisition of Property. Buyer acknowledges and agrees that Buyer has read the following prior to executing this Agreement:
139 Representing more than one party to a transaction presents a conflict of interest since both parties may rely upon the Licensee's
140 advice and the parties' respective interests may be adverse to each other. The Licensee will undertake the representation of more
141 than one party to a transaction only with the written consent of **ALL** parties to the transaction. Any parties who consent to dual
142 representation expressly agree that any agreement between the parties as to any terms of the contract, including the final contract
143 price, results from each party negotiating on its own behalf and in its own best interest. Buyer acknowledges and agrees that (a)
144 Brokerage has explained the implications of dual representation, including the risks involved, and (b) Buyer has been advised to
145 seek independent counsel from its advisors and/or attorneys prior to executing this Agreement or any documents in connection
146 with this Agreement.

147 **WHAT A LICENSEE CAN DO FOR CLIENTS WHEN ACTING AS A DUAL AGENT:**

- 148 1. Treat all clients honestly. 2. Provide information about the property to the purchaser or tenant. 3. Disclose all latent
149 material defects in the property that are known to the Licensee. 4. Disclose the financial qualification of Buyer to the seller
150 or landlord. 5. Explain real estate terms. 6. Help the Buyer arrange for property inspections. 7. Explain closing costs and
151 procedures. 8. Help the Buyer compare financing alternatives. 9. Provide information to seller or Buyer about comparable
152 properties that have sold so both clients may make educated decisions on what price to accept or offer.

153 **WHAT A LICENSEE CANNOT DO FOR CLIENTS WHEN ACTING AS A DUAL AGENT:**

- 154 1. Disclose confidential information that the Licensee may know about either client without that client's express consent.
155 2. Disclose the price the seller or landlord will take other than the listing price without the express consent of the seller
156 or landlord. 3. Disclose the price the purchaser or tenant is willing to pay without the express consent of the purchaser or
157 tenant. 4. Recommend or suggest a price the Buyer should offer. 5. Recommend or suggest a price the seller or landlord
158 should counter with or accept.

159 Buyer acknowledges having read these provisions regarding the issue of dual representation. Buyer is not required to accept this
160 Paragraph 12 unless Buyer wants to allow the Licensee to proceed as a dual agent ("**Dual Agent**") in this transaction. By checking
161 "Yes", signing below, and signing this Agreement, Buyer acknowledges that it has read and understands this Paragraph 12 and
162 voluntarily consents to the Licensee acting as a Dual Agent (that is, to represent **BOTH** the seller and purchaser or landlord and
163 tenant, as the case may be) should it become necessary.

164 **Buyer must select one option below:**

- 165 **Yes, I have read the above information and provide my Prior Consent to Dual Agency**
166 **No, I do not consent to Dual Agency**

167 **Buyer Signature:** _____ **Buyer Signature:** _____

168 13. **TERMINATION OF AGREEMENT.**

- 169 A. **Termination by Mutual Agreement.** The parties may mutually agree to terminate this Agreement at any time, provided that
170 Buyer shall pay to Brokerage any amounts agreed to by the parties to terminate the Agreement, if any, prior to, and as a
171 condition of, the termination of this Agreement being deemed effective.
172 B. **Termination by Buyer.** Buyer shall have the right to terminate this Agreement at any time and for any reason by providing
173 notice to Brokerage. In the event that Buyer terminates this Agreement pursuant to this subsection for any reason other
174 than a breach of this Agreement by Brokerage or pursuant to Paragraph 4 regarding a Term greater than one year, then
175 Buyer shall pay to Brokerage, prior to and as a condition of the termination of this Agreement being deemed effective, the
176 greater of (i) any amounts owed pursuant to Paragraph 11 of this Agreement or (ii) the sum of \$_____, which fee
177 shall compensate Brokerage for its services prior to termination, plus Brokerage's reasonable expenses to perform its duties
178 under this Agreement. Buyer's obligations under this subsection shall survive the termination of this Agreement.
179 C. **Termination by Brokerage.** Brokerage shall have the right to terminate this Agreement at any time and for any reason by
180 providing notice to Buyer. In the event that Brokerage terminates this Agreement pursuant to this subsection for any reason

181 other than a breach of this Agreement by Buyer, Brokerage shall not be entitled to fees or reimbursement of Brokerage's
182 costs except for any unpaid Hourly Rate amounts, if applicable. In the event that Brokerage terminates this Agreement due
183 to Buyer's breach of this Agreement, Buyer and Brokerage agree that calculating Brokerage's actual damages may be
184 difficult; therefore, Buyer shall pay to Brokerage, within 5 business days of termination, the Brokerage Commission as
185 defined in Paragraph 11 based on the purchase price in the contract, the Brokerage Fee, or accrued Hourly Rate as liquidated
186 damages and to compensate Brokerage for Brokerage's time, expenses, and services involved in performing its duties under
187 this Agreement.

188 14. **DISPUTE RESOLUTION.** The parties agree that any dispute, controversy or claim arising out of or relating to this Agreement, or any
189 breach of this Agreement by either party, or Brokerage's relationship with Buyer pursuant to this Agreement shall be resolved only
190 by arbitration in accordance with the Code of Ethics and Arbitration Manual of the National Association of REALTORS®, as amended
191 from time to time, through the facility of the Chicago Association of REALTORS®. The parties agree to be bound by any award
192 rendered by any professional standards arbitration hearing panel of the Chicago Association of REALTORS® and further agree that
193 judgment upon any award rendered by a professional standards arbitration hearing panel of the Chicago Association of REALTORS®
194 may be entered in any court having jurisdiction. The parties agree to execute any arbitration agreements, consents and documents
195 as may be required by the Chicago Association of REALTORS® to facilitate any arbitration. BUYER HEREBY WAIVES WITH RESPECT
196 TO ANY DISPUTE WITH BROKERAGE THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR OTHER REPRESENTATIVE ACTION IN COURT,
197 EITHER AS A CLASS REPRESENTATIVE OR CLASS MEMBER OR THE RIGHT TO JOIN OR CONSOLIDATE CLAIMS WITH OTHER
198 INDIVIDUALS.

199 15. **MISCELLANEOUS PROVISIONS.**

- 200 A. Amendments. No amendment or alteration of this Agreement shall be valid or binding unless made in writing and signed
201 by the Brokerage and Buyer.
- 202 B. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the heirs, executors,
203 administrators, successors and assigns of the parties.
- 204 C. Business Days are defined as Monday through Friday, excluding Federal holidays. Business Hours are defined as 8:00 A.M.
205 to 6:00 P.M. Chicago Time.
- 206 D. Buyer hereby agrees to indemnify and hold Brokerage and Buyer's Designated Agent harmless from and against any and
207 all claims, disputes, litigation, judgments, costs, and legal fees arising from (i) misrepresentations by Buyer or other
208 incorrect or incomplete information supplied by Buyer; (ii) money handled by anyone other than Brokerage; (iii) injuries to
209 persons on the Property and/or loss or damage to a Property or any portions of the Property; and (iv) any claims relating
210 to allegations arising out of Buyer entering into another representation agreement.
- 211 E. Neither Brokerage nor Buyer's Designated Agent shall, under any circumstances, have any liability pursuant to this
212 Agreement which is greater than the amount of the Brokerage Compensation paid to Brokerage by Buyer or seller's listing
213 brokerage or seller, as the case may be (and excluding any commission amount retained by the listing brokerage, if any).
- 214 F. Buyer shall comply with the Real Estate Settlement Procedures Act of 1974, as amended ("**Act**"), if applicable, and furnish
215 all information required for compliance with the Act.

--[SIGNATURE PAGE FOLLOWS]--

216 **BUYER:**
217 Buyer's Signature: _____
218 Buyer's Signature: _____
219 Date: _____
220
221 Name(s) that Buyer intends to take Title as:
222 _____
223 _____
224
225 Buyer's Name (print): _____
226 Buyer's Name (print): _____
227 Address: _____
228 City: _____ State: _____ Zip: _____
229 _____ Phone #: _____
230 _____ Phone #: _____
231 _____ Phone #: _____
232 _____ Phone #: _____
233 Email Address 1: _____
234 Email Address 2: _____

BROKERAGE:
Designated Managing Broker Name: _____
Signature: _____
Date: _____

Brokerage Name: _____
Address: _____
City: _____ State: _____ Zip: _____
Office Phone: _____ Fax: _____
Office MLS ID: _____

Designated Agent Name (print) _____
Designated Agent MLS ID: _____
Agent Phone 1: _____
Agent Phone 2: _____
Agent Fax: _____
Agent Email: _____

Buyer Initials: _____ Buyer Initials: _____

Brokerage Initials: _____