



CHICAGO ASSOCIATION OF REALTORS®
For Sale/Rent By Owner
Showing Agreement



This Contract is Intended to be a Binding Real Estate Contract. This contract is not a government-specified form. The parties 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.

1 This For Sale/Rent By Owner Showing Agreement ("Agreement") is made by and between
2 _____ ("Seller/Landlord") and
3 _____ ("Buyer/Tenant Brokerage").
4 _____ ("Buyer/Tenant Designated Agent"), a sponsored licensee of Buyer/Tenant
5 Brokerage, represents _____ ("Buyer/Tenant") and intends to present them or has presented to
6 them the real estate commonly known as _____ ("Property").

7 1. NOTICE OF NO AGENCY & ACKNOWLEDGEMENT: The Seller/Landlord is given notice that Buyer/Tenant Brokerage and
8 Buyer/Tenant Designated Agent represents the interests of the Buyer/Tenant as a Client, and NOT the Seller/Landlord; and that
9 any information given to the Buyer/Tenant Designated Agent by Seller may be disclosed to the Buyer/Tenant, and the Buyer/Tenant
10 Designated Agent has no obligation to keep any information confidential. Buyer/Tenant Designated Agent has a duty to disclose
11 known material defects to the Buyer/Tenant. Seller/Landlord acknowledges and agrees that Buyer/Tenant Brokerage has been
12 retained by Buyer/Tenant to represent Buyer/Tenant and that Buyer/Tenant Brokerage has designated one of its sponsored
13 licensees as Buyer/Tenant Designated Agent. Seller/Landlord understands that the Buyer/Tenant Designated Agent is the agent of
14 the Buyer/Tenant with a duty to represent the Buyer's/Tenant's interests and not the Seller's/Landlord's interests.

15 2. CONSENT: Seller/Landlord hereby consents to the showing of the Property by the Buyer/Tenant Designated Agent to the
16 Buyer/Tenant.

17 3. SELLER/LANDLORD'S PERSONAL PROPERTY: Seller/Landlord has been advised by Buyer/Tenant Brokerage of the importance
18 of safeguarding or removing valuables now located within the Property and the need to obtain personal property insurance through
19 Seller/Landlord's insurance company.

20 4. LIMITED SERVICES TO SELLER/LANDLORD: Buyer/Tenant Designated Agent may provide Seller/Landlord with factual information
21 and may perform limited clerical services, such as assisting in completing factual information in an offer to purchase or lease.

22 5. COMPENSATION: Seller/Landlord may receive offers from Buyer/Tenant that include, as a term of the purchase and sales
23 contract or lease, Seller/Landlord's contribution toward Buyer/Tenant Brokerage's compensation. Seller/Landlord and
24 Buyer/Tenant may negotiate Seller/Landlord's contribution toward Buyer/Tenant Brokerage's compensation through the purchase
25 and sales contract or lease.

26 6. INDEMNITY: To the extent permitted by law, Seller/Landlord agrees to indemnify, defend and hold Buyer/Tenant Brokerage,
27 its licensees, agents, employees, managers, members, shareholders, directors, officers and successors (the "Indemnified Parties")
28 harmless from all claims, disputes, litigation, expenses and reasonable legal fees arising from (a) failure by Seller/Landlord to
29 disclose any facts, damage or material defects, latent or otherwise, relating to the Property; (b) any misrepresentation by
30 Seller/Landlord to Buyer/Tenant Brokerage or to Buyer/Tenant; (c) any dispute between Seller/Landlord and Buyer/Tenant or any
31 third party, or a dispute between any third party and Buyer/Tenant Brokerage arising out of performance of this Agreement,
32 including without limitation disputes as to the disposition of any earnest money deposit held by Buyer/Tenant Brokerage, and
33 personal injuries or death sustained by visitors to the Property; (d) that Seller/Landlord failed to pay, either in whole or in part, a
34 brokerage compensation to a buyer's brokerage when due; or (e) a breach of this Agreement by Seller/Landlord. Seller/Landlord
35 agrees to safeguard and/or remove any valuable personal property in the Property (e.g., jewelry or artwork) and represents and
36 warrants that it has personal property insurance on its personal property. Seller/Landlord further agrees that Buyer/Tenant
37 Brokerage and the Indemnified Parties shall not be liable for any personal injury, death, damage to the Property, or damage to or
38 theft of Seller/Landlord's personal property caused by third-parties, including without limitation, individuals or companies that
39 provide home staging services. Notwithstanding anything to the contrary contained herein, Seller/Landlord shall not be responsible
40 to indemnify the Indemnified Parties for claims related to their gross negligence or intentional misconduct.

