



REALTOR Association of West/South Suburban Chicagoland EXCLUSIVE BUYER REPRESENTATION CONTRACT



In consideration of _____ (“Broker”) agreement to designate a sales associate associated with Broker to act as the legal agent of the Buyer for the purpose of identifying and negotiating to acquire real estate for _____ (“Buyer”), the Buyer hereby grants to Broker the Exclusive right to Represent Buyer in such acquisition under the terms and provisions of this Exclusive Buyer Representation Contract.

SECTION 1: REPRESENTATION

Broker designates and Buyer accepts _____ (“Designated Agent”) as the only legal agent(s) of Buyer for the purpose of representing Buyer in the acquisition of real estate by Buyer. Buyer understands and agrees that neither Broker nor any other sales associates associated with Broker (except as provided herein) will be acting as legal agent of the Buyer. The fiduciary duties owed to the Buyer will only be owed to Buyer by the designated agent. Broker will have no fiduciary relationship with the Buyer. Broker reserves the right to appoint additional or substitute designated agent(s) for Buyer as Broker deems necessary. Buyer shall be advised within a reasonable time of any such appointment.

Buyer represents that Buyer has not entered into any Exclusive Buyer Representation Contract that is currently in effect. Buyer understands that this exclusive Buyer Representation Contract means that if Buyer acquires any property, whether through the efforts of Buyer, another Broker or through the efforts of anyone else, Buyer will be obligated to compensate Broker pursuant to Section 7 of this Contract. This Exclusive Buyer Representation Contract shall be effective for the following area: _____ . The term “acquire” or “acquisition” shall include the purchase, lease, exchange or option of real estate.

SECTION 2: TERM

This Contract shall be effective until 11:59 p.m. on _____ when it shall then terminate. This Contract is irrevocable and can be terminated prior to the termination date only by written agreement of the parties. If within _____ days after the termination of this Contract (the “protection period”), Buyer acquires any property to which Buyer was introduced by Designated Agent, then Buyer agrees to pay Broker the compensation provided for in Section 6. However, no compensation will be due to Broker if, during this protection period, Buyer enters into a new Exclusive Buyer Representation Contract with another Broker.

SECTION 3: NONDISCRIMINATION

_____ THE PARTIES AGREE NOT TO DISCRIMINATE AGAINST ANY PROSPECTIVE SELLER OR LESSOR BECAUSE OF THE RACE, COLOR, SEX, AGE, RELIGION, DISABILITY, NATIONAL ORIGIN, ANCESTRY, MARITAL OR FAMILIAL STATUS OF SUCH PERSON OR FOR ANY OTHER REASON UNDER THE LAW. THE PARTIES AGREE TO COMPLY WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL FAIR HOUSING LAWS.

(Initials)

SECTION 4: DESIGNATED AGENT’S DUTIES

- (a) To use Designated Agent’s best efforts to identify properties listed in the multiple listing service that meet the Buyer’s general specifications relating to location, price, features and amenities.
- (b) To arrange for inspections of properties identified by the Buyer as potentially appropriate for acquisition.
- (c) To advise Buyer as to the pricing of comparable properties.
- (d) To assist Buyer in the negotiation of a contract acceptable to the Buyer for the acquisition of property.
- (e) To provide reasonable safeguards for confidential information that the Buyer discloses to Designated Agent.

SECTION 5: BROKER’S DUTIES

- (a) To assist and advise Designated Agent as necessary in Designated Agent’s work on Buyer’s behalf.
- (b) To make the managing Broker, or Broker’s designated representative, available to consult with Designated Agent as to Buyer’s negotiations for the acquisition of real estate, who will maintain the confidence of Buyer’s confidential information.
- (c) To make other sales associates associated with Broker aware of Buyer’s general specifications for real property.
- (d) As needed, to designate one or more additional or substitute sales associates as Designated Agents of Buyer.

SECTION 6: BUYER’S DUTIES

- (a) To provide Designated Agent with Buyer’s general specifications for the real estate Buyer is seeking.
- (b) To work exclusively with Designated Agent to identify and acquire real estate during the time that this Contract is in force.
- (c) To supply relevant financial information that may be necessary to permit Designated Agent to fulfill Agent’s obligations under this Contract.
- (d) To be available upon reasonable notice and at reasonable hours to inspect properties that seem to meet Buyer’s specifications.
- (e) To pay Broker according to the terms specified in Section 7 of this Contract.

62 **SECTION 7: COMPENSATION**

63 a. Retainer Fee:

64 Buyer agrees to pay Broker a non-refundable retainer fee of \$_____ due and payable upon signing of this Contract.

65 b. Broker and Buyer expect that Broker’s commission will be paid by the seller or the seller’s Broker, for Broker acting as a cooperating
66 Broker. However, if Broker is not compensated by seller or seller’s Broker; then Buyer agrees to pay Broker a commission of
67 _____% of the purchase price if, during the term of this Contract or the protection period, Buyer enters into a contract to
68 acquire real estate and such contract results in a closed transaction.
69

70 This Contract may be executed in multiple copies and Buyers signature hereon acknowledges that Buyer has received a signed copy. This
71 Contract is subject to the provisions appearing on the other side of this Contract.

72 _____	Accepted By:
73 Buyer Tax I.D./SS# _____	_____
74 _____	Broker Date
75 Buyer Tax I.D./SS# _____	_____
76 _____	Buyer’s Designated Agent

77 Buyer’s Address:
78 _____
79 _____
80 _____
81 _____

82 Date: _____ Date: _____

83
84 **SECTION 8: POSSIBILITY OF DUAL AGENCY**

85 _____ Yes _____ No Buyer is hereby informed and understands that as part of Broker’s real estate business, Broker from time to
86 time enters into Exclusive Marketing Contracts with Sellers, and, as such, may designate certain of its sales associates as Exclusive Seller’s
87 Agents for the purpose of marketing for sale the real estate listed with Broker. Buyer desires that Broker include Seller’s home in offering
88 _____ same to Buyer. Buyer understands that, in such a situation, certain conflicts of interest may arise when both
89 _____ Seller and Buyer designated agents association with Broker are the same designated agent for both Seller and
90 _____ Buyer since Seller and Buyer have different interests to protect in the negotiation process.
91 _____

92 (Buyer’s Initials)

93
94 In consideration of Broker’s Agreement to show Seller’s home to such Buyer, Buyer hereby consents in advance to this “Dual Agency” and
95 Buyer agrees, consents, and acknowledges that Buyer is relinquishing and waiving the right to the highest degree of undivided loyalty and
96 fiduciary responsibility from both Broker and Designated Agent in that transaction and also agrees that under such circumstances the following
97 provisions shall govern Broker’s actions:
98

- 99 a. Broker will represent both Buyer and Seller;
- 100
101 b. As to any such property, Buyer and Seller shall negotiate on their own behalf with assistance of Broker. Broker as well as the designated
102 Buyer and Seller Agent shall not serve as either Seller’s or Buyer’s Agent and shall instead assume a role as an intermediary or facilitator
103 to assist both Buyer and Seller in the transaction;
104
- 105 c. Broker shall not disclose to the Buyer, unless specifically authorized in writing by Seller, the willingness of Seller to accept a lower
106 price or other financing terms; facts relating to the urgency or Seller’s need to dispose of the property; facts affecting the value of the
107 property; the length of time that the property has been on the market and other offers or counteroffers that have been made on the property;
108 any other information that would affect the Seller’s ability to obtain the highest price for the property and on the most favorable terms.
109
- 110 d. Broker shall not disclose to the Seller, unless specifically authorized in writing by Buyer, any information about the ability or the
111 willingness of the Buyer to pay more for the property; the Buyer’s intention to subdivide or sell the property for a profit; the Buyer’s
112 need to move quickly; or any information that might affect the Buyer’s ability to obtain the property for the lowest price and on the most
113 favorable terms;
114
- 115 e. Broker shall not disclose to Buyer or Seller without the consent of either Buyer or Seller, personal confidences concerning each
116 other which might place one party at a disadvantage with the other.
117

118 **SECTION 9: REPRESENTING OTHER BUYERS**

119 Buyer understands that Designated Agent has no duty to represent only Buyer, and that Designated Agent may represent other prospective
120 buyers who may be interested in acquiring the same property or properties that Buyer is interested in acquiring.
121

122 Buyer expressly waives any claims, including but not limited to, breach of statutory duty or breach of contract based solely upon Broker or
123 Buyers Designated Agents representation of another Buyer who may be seeking to acquire the same property as the Buyer.
124

125 **SECTION 10: PREVIOUS REPRESENTATION**

126 Buyer understands that Broker and/or Designated Agent may have previously represented the seller from whom Buyer wishes to purchase
127 property. During that representation, Broker and/or Designated Agent may have learned material information about the seller that is
128 considered confidential. Under the law, neither Broker nor Designated Agent may disclose any such confidential information to Buyer even
129 though Broker and Designated Agent now represent Buyer.

130
131 **SECTION 11: FAILURE TO CLOSE**

132 If a seller or lessor in an agreement made with Buyer fails to close a transaction under such Agreement with no fault on the part of Buyer,
133 the Buyer shall have no obligation to pay the commission provided for in Section 6. If such transaction fails to close because of any fault
134 on the part of Buyer, such commission will not be waived, but will be due and payable immediately. In no case shall Broker or Designated
135 Agent be obligated to advance funds for the benefit of Buyer in order to complete a closing.

136
137 **SECTION 12: DISCLAIMER**

138 Buyer acknowledges that Broker and Designated Agent are being retained solely as real estate professionals, and not as attorneys, tax advisors,
139 surveyors, structural engineers, home inspectors, environmental consultants, architects, contractors, or other professional service providers.
140 Buyer understands that such other professional service providers are available to render advice or services to Buyer, if desired, at Buyer's
141 expense. Broker will not obtain or order products or services unless Broker agrees in writing to pay for them immediately when payment is due.

142
143 **SECTION 13: COSTS OF THIRD PARTY SERVICES OR PRODUCTS**

144 Buyer agrees to reimburse Broker for the cost of any products or services paid by Broker on behalf of Buyer such as surveys, soil tests, title
145 reports and engineering studies, furnished by outside sources immediately when payment is due.

146
147 **SECTION 14: INDEMNIFICATION OF BROKER**

148 Buyer agrees to indemnify Broker and Designated Agent and to hold Broker and Designated Agent harmless from all claims, disputes or
149 litigation and all judgments, loss, damage, cost or expense, including attorneys' fees incurred by Broker or Designated Agent, arising out of
150 this Contract, or the collection of fees or commission due Broker pursuant to the terms and conditions of this Contract or arising out of any
151 misstatements or misinformation provided Broker and/or Designated Agent by Buyer.

152
153 **SECTION 15: ASSIGNMENT BY BUYERS**

154 No assignment of Buyer's interest under this Contract and no assignment of rights in real property obtained for Buyer pursuant to this
155 Contract shall operate to defeat any of Broker's rights under this Exclusive Buyer Representation Contract.

156
157 **SECTION 16: MODIFICATION OF THIS CONTRACT**

158 No modification of any of the terms of this Contract shall be valid or binding upon the parties or entitled to enforcement unless such
159 modification has first been reduced to writing and signed by the parties.

160
161 **SECTION 17: ENTIRE AGREEMENT**

162 This Contract constitutes the entire agreement between the parties relating to the subject thereof, and any prior agreements pertaining
163 hereto, whether oral or written have been merged and integrated into this Contract.

164
165 **SECTION 18: ARBITRATION**

166 Any controversy or claim arising out of, or relating to, this Contract or the breach thereof, shall be mediated in accordance with the rules,
167 then pertaining, of the American Arbitration Association, Chicago, Illinois.