



# ILLINOIS REALTORS® NON-EXCLUSIVE BUYER REPRESENTATION CONTRACT (WITHOUT DUAL AGENCY DISCLOSURE AND CONSENT)



In consideration of \_\_\_\_\_'s ("Brokerage Company," hereinafter referred to as "Sponsoring Broker") agreement to designate a licensee affiliated with Sponsoring Broker to act as an agent of the Buyer for the purpose of identifying and negotiating to acquire real estate for \_\_\_\_\_ ("Buyer"), the Buyer hereby grants to Sponsoring Broker a non-exclusive right to represent Buyer in such acquisition. The term "acquisition" shall include the purchase, lease, exchange or option of real estate by Buyer or anyone acting on Buyer's behalf.

## SECTION 1: REPRESENTATION

Sponsoring Broker designates and Buyer accepts \_\_\_\_\_ ("Buyer's Designated Agent") as the 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 Sponsoring Broker nor any other licensees affiliated with Sponsoring Broker (except as provided for herein) will be acting as legal agent of the Buyer. Sponsoring Broker shall have the discretion to appoint a substitute designated agent for Buyer as Sponsoring Broker determines necessary. Buyer shall be advised within a reasonable time of any such substitution.

Buyer agrees to work with the Sponsoring Broker and Buyer's Designated Agent in the acquisition of property with the understanding that this relationship is **non-exclusive**. Buyer understands that Buyer may **not** enter into an **exclusive** representation agreement with any other real estate broker. Buyer represents that he/she has not entered into any exclusive representation agreement that is currently in effect.

## SECTION 2: TERM (Check one)

- ☐ This Contract shall be effective until 11:59 p.m. on \_\_\_\_\_, 20\_\_\_\_, 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 this termination date exceeds one year from the date of execution, Buyer shall have the right to terminate each year thereafter by giving at least 30 days written notice to terminate prior to the expiration date.
- ☐ This Contract shall automatically renew on \_\_\_\_\_, 20\_\_\_\_, and on \_\_\_\_\_ of each succeeding year (each date to be known herein as "Renewal Date") unless Buyer provides Sponsoring Broker written notice of Buyer's intention to not renew this contract no more than thirty (30) days and no less than \_\_\_\_\_ (\_\_\_\_) days prior to the Renewal Date.

## SECTION 3: COMPENSATION FOR SERVICES (Check One)

- ☐ Sponsoring Broker and Buyer expect that Sponsoring Broker's compensation for services will be paid by the seller or the seller's broker for Sponsoring Broker's acting as a cooperating agent. However, if Sponsoring Broker is not compensated by seller or seller's broker, or if the amount of compensation paid by seller or seller's broker is not at least \_\_\_\_\_ % of the purchase price (as defined in the local/regional MLS), then Buyer agrees to pay Sponsoring Broker the difference between \_\_\_\_\_ % of the purchase price and what seller or seller's broker actually paid to Sponsoring Broker.
- ☐ Buyer agrees to pay Sponsoring Broker \_\_\_\_\_ % of the purchase price or \$\_\_\_\_\_ as a flat fee as compensation for Sponsoring Broker's services provided to Buyer in Buyer's acquisition of real estate.

This Section applies if the Buyer, as a result of Buyer's Designated Agent's efforts and during the term of the Sponsoring Broker's representation on Buyer's behalf, enters into a contract to acquire real estate and such contract results in a closed transaction. Any modification to this Section, including the compensation to be paid to Sponsoring Broker, shall be by a separate written amendment to this Contract.

## SECTION 4: BUYER'S DESIGNATED AGENT'S DUTIES

- (a) To use Buyer's Designated Agent's best efforts to identify properties listed in the multiple listing service or other resource specifically identified by Buyer in writing that meet the Buyer's specifications relating to location, price, features and amenities, as identified on the attached Buyer's Information Checklist.
- (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 Buyer's Designated Agent.
- (f) Other services: \_\_\_\_\_

## **SECTION 5: SPONSORING BROKER'S DUTIES**

- (a) To provide Buyer's Designated Agent with assistance and advice as necessary in Buyer's Designated Agent's work on Buyer's behalf.
- (b) To make the managing broker or designated representative, available to consult with Buyer's 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 licensees affiliated with Sponsoring Broker aware of Buyer's general specifications for real property.
- (d) As needed, to designate one or more licensees as Designated Agent(s) of Buyer.

## **SECTION 6: BUYER'S DUTIES**

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

## **SECTION 7: REPRESENTING OTHER BUYERS**

Buyer understands that Buyer's Designated Agent has **no** duty to represent only Buyer, and that Buyer's Designated Agent may represent other prospective buyers who may be interested in acquiring the same property or properties that Buyer is interested in acquiring, subject to Section 15-15(b) of the Illinois Real Estate License Act regarding contemporaneous offers.

## **SECTION 8: PREVIOUS REPRESENTATION**

Buyer understands that broker and/or Designated Agent may have previously represented the seller from whom Buyer wishes to purchase the property. During the representation, Sponsoring Broker and/or Designated Agent may have learned material information about the seller that is considered confidential. Under the law neither Sponsoring Broker nor Designated Agent may disclose any such confidential information to Buyer.

## **SECTION 9: FAILURE TO CLOSE**

If a seller or lessor in an agreement made on behalf of Buyer fails to close such agreement, with no fault on the part of the Buyer, the Buyer shall have no obligation to pay the compensation provided for in Section 7. If such transaction fails to close because of any fault on the part of Buyer, such compensation will not be waived, but will be due and payable immediately. In no case shall Sponsoring Broker or Buyer's Designated Agent be obligated to advance funds for the benefit of Buyer in order to complete a closing.

## **SECTION 10: DISCLAIMER**

The Buyer acknowledges that Sponsoring Broker and Buyer's Designated Agent are being retained solely as real estate professionals, and not as attorneys, tax advisors, surveyors, structural engineers, home inspectors, environmental consultants, architects, contractors, or other professional service providers. The Buyer understands that such other professional service providers are available to render advice or services to the Buyer, if desired, at Buyer's expense.

## **SECTION 11: COSTS OF THIRD PARTY SERVICES OR PRODUCTS**

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

## **SECTION 12: INDEMNIFICATION OF SPONSORING BROKER**

Buyer agrees to indemnify Sponsoring Broker and Buyer's Designated Agent and to hold Sponsoring Broker and Buyer's Designated Agent harmless on account of any and all loss, damage, cost or expense, including attorneys' fees incurred by Sponsoring Broker or Buyer's Designated Agent, arising out of this Contract, or to the collection of fees, commission or compensation due Sponsoring Broker pursuant to the terms and conditions of this Contract, provided the loss damage, cost, expense or attorneys' fees do not result because of Sponsoring Broker's or Buyer's designated Agent's own negligence or willful and wanton misconduct.

## **SECTION 13: ASSIGNMENT BY BUYERS**

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

## **SECTION 14: NONDISCRIMINATION**

THE PARTIES UNDERSTAND AND AGREE THAT IT IS ILLEGAL FOR EITHER OF THE PARTIES TO REFUSE TO DISPLAY OR SELL SELLER'S PROPERTY TO ANY PERSON ON THE BASIS OF RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN, ANCESTRY, AGE, ORDER OF PROTECTION STATUS, MARITAL STATUS, PHYSICAL OR MENTAL HANDICAP, MILITARY STATUS, SEXUAL ORIENTATION, GENDER IDENTITY, UNFAVORABLE DISCHARGE

FROM MILITARY SERVICE, FAMILIAL STATUS, SOURCE OF INCOME, OR ARREST RECORD OR ANY OTHER CLASS PROTECTED BY ARTICLE 3 OF THE ILLINOIS HUMAN RIGHTS ACT. THE PARTIES AGREE TO COMPLY WITH ALL APPLICABLE FEDERAL, STATE AND LOCAL FAIR HOUSING LAWS.

**SECTION 15: MODIFICATION OF THIS CONTRACT**

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

**SECTION 16: ELECTRONIC SIGNATURES**

The parties agree that electronic signatures on this Contract and facsimile of PDF copies of the same shall have the same legal force and effect as original signatures.

**SECTION 17: RECORDINGS WITHIN THE PROPERTY**

Prior to photographing, videographing or videotelephoning the property without prior written permission of the seller, Buyer should speak with an attorney.

Also, Buyer should be aware that the seller may have a security system that records or allows for remote monitoring of the property, including recording or broadcasting audio. Sellers may be able to listen to conversations in their properties and Buyer should be aware that any discussions of negotiation strategies held in the property may not be confidential. [Buyer hereby releases Sponsoring Broker, Buyer's Designated Agent and employees from any liability which may result from any recording in the property.]

**SECTION 18: ENTIRE AGREEMENT**

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

This Contract may be executed in multiple copies and signature of Buyer hereon acknowledges that Buyer(s) has(ve) received a signed copy.

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Buyer

Buyer's Address:  
\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

Accepted by:

\_\_\_\_\_, Sponsoring Broker

BY: \_\_\_\_\_

\_\_\_\_\_  
Authorized Signer

PHONE: \_\_\_\_\_ OFFICE: \_\_\_\_\_

DATE: \_\_\_\_\_

The undersigned buyer(s) agree(s) that \_\_\_\_\_, Sponsoring Brokerage Company hereinafter referred to as "Sponsoring Broker" and any authorized representative or agent of Sponsoring Broker are hereby given express consent to contact the undersigned by telephone by means of calls and/or text messages, facsimile transmission or electronic mail at the following locations, addresses and/or telephone numbers.

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Telephone Number(s)

\_\_\_\_\_  
Facsimile Number(s)

\_\_\_\_\_  
E-mail Address(es)