

NON-EXCLUSIVE AGREEMENT FOR BUYER REPRESENTATION

The Buyer agrees to collaborate with _____ (Brokerage Company), which will assign the licensee named below, who is affiliated with the Brokerage Company, to serve as a non-exclusive representative for the Buyer. This representative's role is to assist in locating and negotiating the acquisition of real estate on behalf of the _____ ("Buyer").

The terms "acquisition" or "acquire" refer to the purchase, lease, exchange, or option of real property by the Buyer or anyone acting on the Buyer's behalf. By engaging with the Brokerage Company, the Buyer acknowledges and accepts that the conditions outlined here will govern their working relationship:

APPOINTED AGENT(S)

1. The Brokerage Company appoints _____ ("Buyer's Designated Agent") as the non-exclusive authorized representative(s) of the Buyer to act on Buyer's behalf in the purchase or acquisition of real estate.

TERM

2. This agreement becomes effective upon signing and will remain in effect until 11:59 p.m. on _____, 20__, at which time it will automatically end. Early termination of this agreement before the specified date can only occur through a written mutual agreement between the parties.

PROPERTY-FOCUSED OPTION (☐ check if applicable)

3. The Buyer's Appointed Agent will provide non-exclusive assistance to the Buyer specifically for the purpose of pursuing the acquisition of the property located at _____ (street address of property), during the timeframe specified in paragraph 2 above.

RESPONSIBILITIES

4. **The Buyer's Appointed Agent agrees to:**
 - (a) Make every reasonable effort to locate properties through the multiple listing service or other sources specified by the Buyer that align with the Buyer's criteria regarding location, price, features, and amenities.
 - (b) Coordinate and facilitate property showings for listings identified by the Buyer as suitable for potential acquisition.
 - (c) Provide guidance to the Buyer on the market value and pricing of comparable properties.
 - (d) Support the Buyer in negotiating a purchase agreement that meets the Buyer's approval, except in cases where the Appointed Agent is serving as a Disclosed Dual Agent.
 - (e) Take appropriate measures to protect any confidential information shared by the Buyer with the Buyer's Appointed Agent..
 - (f) Other services: _____

5. **The Brokerage Company shall:**

- (a) Support the Buyer's Appointed Agent by providing assistance and guidance in representing the Buyer.
- (b) Ensure the managing broker or their authorized representative is available to advise the Buyer's Appointed Agent during negotiations for the purchase of real estate, while safeguarding the confidentiality of the Buyer's private information.
- (c) Inform other licensees affiliated with the Brokerage Company of the Buyer's general criteria for desired real estate.
- (d) When necessary, assign one or more licensees to act as designated agents for the Buyer.

6. **The Buyer agrees to:**

- (a) Collaborate with the Buyer's Appointed Agent to locate and purchase real estate throughout the duration of this agreement.
- (b) Provide any necessary financial details required for the Buyer's Appointed Agent to properly perform their duties and for the Buyer to meet their contractual responsibilities.
- (c) Make themselves available, with reasonable notice and during reasonable hours, to visit properties that align with the Buyer's criteria.

PAYMENT FOR SERVICES

NOTICE: COMPENSATION TO THE BROKERAGE COMPANY IS NOT FIXED BY LAW AND IS SUBJECT TO NEGOTIATION.

7. Please choose one

- ☐ The Buyer agrees to compensate the Brokerage Company a fixed fee of \$_____ for the services rendered in assisting with the Buyer's real estate acquisition.
- ☐ The Buyer agrees to pay the Brokerage Company _____% of the purchase price as payment for services related to the Buyer's acquisition of real estate.
- ☐ The Buyer agrees to compensate the Brokerage Company as outlined here (provide a clear, measurable description)

This provision is applicable if the Buyer enters into a contract to purchase real estate within the duration of this agreement and the transaction successfully closes. Any changes to this clause, including adjustments to the compensation owed to the Brokerage Company, must be made through a written agreement signed by both parties.

The Brokerage Company shall not accept payment from any party that surpasses the fee or percentage agreed upon with the Buyer.

REPRESENTATION OF ADDITIONAL BUYERS

8. The Buyer's Appointed Agent is not obligated to represent only the Buyer and may also represent other potential buyers who have an interest in the same property or properties as the Buyer, in accordance with the Illinois Real Estate License Act concerning simultaneous offers.

REFERRAL TO OTHER EXPERTS

9. The Brokerage Company and the Buyer's Appointed Agent are engaged exclusively as real estate professionals and do not act as attorneys, tax consultants, surveyors, structural engineers, home inspectors, environmental specialists, architects, contractors, or other types of professional service providers. If the Buyer wishes to seek advice or services from such experts, they are available but will be at the Buyer's own cost

BUYER'S COMMITMENT TO AVOID EXCLUSIVE AGREEMENTS

10. The Buyer agrees not to enter into an exclusive buyer representation contract with any other brokerage firm for the duration of this Agreement.

PRIOR REPRESENTATION

11. The Buyer acknowledges that the Brokerage Company and/or the Appointed Agent may have previously represented the seller of the property the Buyer intends to purchase. During that prior representation, the Brokerage Company and/or Appointed Agent might have obtained confidential, material information about the seller. By law, neither the Brokerage Company nor the Appointed Agent is permitted to share this confidential information with the Buyer.

PROHIBITION OF DISCRIMINATION

12. BOTH PARTIES ACKNOWLEDGE AND AGREE THAT IT IS UNLAWFUL TO REFUSE TO SHOW OR SELL THE SELLER'S PROPERTY TO ANY INDIVIDUAL BASED ON RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN, ANCESTRY, AGE, ORDER OF PROTECTION STATUS, MARITAL STATUS, PHYSICAL OR MENTAL DISABILITY, MILITARY STATUS, SEXUAL ORIENTATION, GENDER IDENTITY, UNFAVORABLE MILITARY DISCHARGE, FAMILIAL STATUS, IMMIGRATION STATUS, SOURCE OF INCOME, ARREST RECORD, OR ANY OTHER CLASSIFICATION PROTECTED UNDER ARTICLE 3 OF THE ILLINOIS HUMAN RIGHTS ACT. THE PARTIES FURTHER COMMIT TO ADHERING TO ALL RELEVANT FEDERAL, STATE, AND LOCAL FAIR HOUSING REGULATIONS.

Buyer: _____

Brokerage Company

Buyer: _____

By: _____

Date: _____

Authorized Signer

Date: _____