

NON-EXCLUSIVE AGREEMENT FOR BUYER REPRESENTATION

(Excluding Disclosure and Consent for Dual Agency)

The Buyer consents to collaborate with _____ (Brokerage Company), which appoints the licensed agent listed below, who is associated with the Brokerage Company, to serve as a non-exclusive representative for the Buyer. This representation is for the purpose of locating and negotiating the acquisition of real estate on behalf _____ of "Buyer". The terms "acquisition" or "acquire" encompass purchasing, leasing, exchanging, or securing an option on real estate by the Buyer or any party acting on their behalf. By engaging with Brokerage Company, the Buyer acknowledges and agrees that the following conditions will define their relationship:

1. DESIGNATED AGENT(S)

Brokerage Company designates and Buyer accepts

_____ ("Buyer's Designated Agent") as the authorized representative of the Buyer for the purpose of assisting in the purchase or acquisition of real estate. The Buyer acknowledges and agrees that neither the Brokerage Company nor any other affiliated licensees (except as specifically stated here) will act as the Buyer's authorized agent. The Brokerage Company reserves the right to assign a different designated agent for the Buyer if deemed necessary. The Buyer will be notified within a reasonable timeframe of any such change.

2. NON-EXCLUSIVE REPRESENTATION

The Buyer agrees to collaborate with the Brokerage Company and the Buyer's Designated Agent in seeking to acquire property, acknowledging that this agreement is non-exclusive. The Buyer understands that they cannot sign an exclusive representation contract with another real estate firm or broker. Additionally, the Buyer confirms that they are not currently bound by any exclusive buyer representation agreement.

3. TERM OF AGREEMENT (Check one)

- ☐ This Agreement will remain in effect until 11:59 p.m. on _____, 20____, at which point it will automatically end. Early termination before this date can only occur if both parties agree in writing. If the term exceeds one year from the signing date, the Buyer may terminate the Agreement annually thereafter by providing at least 30 days written notice before the expiration date.
- ☐ This Agreement will automatically renew on _____, 20____, and on _____ the same date each following year (referred to as the "Renewal Date") unless the Buyer delivers written notice to the Brokerage Company expressing their decision not to renew. Such notice must be given no more than thirty (30) days and no less than ____ (_____) days prior to the Renewal Date.

4. PROPERTY SPECIFIC OPTION (☐ check if applicable)

- ☐ The Buyer's Designated Agent will provide assistance to the Buyer on a non-exclusive basis solely for the purpose of pursuing the acquisition of the property located at _____ (street address of property), during the timeframe specified in Section 3 above.

5. RESPONSIBILITIES**The Buyer's Designated Agent agrees to:**

- (a) Make every reasonable effort to locate properties listed on the multiple listing service or other sources specifically requested by the Buyer that align with the Buyer's criteria regarding location, price, and desired features and amenities.
- (b) Coordinate property viewings for those properties that the Buyer identifies as potentially suitable for acquisition.
- (c) Provide the Buyer with information on pricing for comparable properties.
- (d) Support the Buyer in negotiating a purchase agreement that meets the Buyer's approval.
- (e) Take appropriate measures to protect any confidential information the Buyer shares with the Buyer's Designated Agent.
- (f) Other services: _____

Brokerage Company Responsibilities:

- (a) Support and advise the Buyer's Designated Agent as needed in representing the Buyer's interests.
- (b) Ensure that the managing broker or a designated representative from the Brokerage Company is available to assist the Buyer's Designated Agent with negotiations related to the Buyer's real estate acquisition, while safeguarding the confidentiality of the Buyer's private information.
- (c) Inform other licensees affiliated with the Brokerage Company about the Buyer's general criteria for desired real estate.
- (d) When necessary, appoint one or more licensees to serve as the Buyer's Designated Agent(s).

Buyer's Responsibilities:

- (a) Collaborate with the Buyer's Designated Agent to locate and acquire real estate throughout the duration of this Agreement.
- (b) Provide any necessary financial information that enables the Buyer's Designated Agent to carry out their duties and allows the Buyer to meet their contractual commitments.
- (c) Be available, with reasonable notice and during reasonable hours, to visit properties that align with the Buyer's criteria.
- (d) Compensate the Brokerage Company as outlined in Section 6 of this Agreement.

6. PAYMENT FOR SERVICES:**NOTICE: THE BROKERAGE COMPANY'S FEE IS NOT REGULATED BY LAW AND CAN BE NEGOTIATED.**

Select One

- ☐ The Buyer agrees to compensate the Brokerage Company with a fixed amount of \$_____ for services rendered in connection with the Buyer's real estate acquisition.
- ☐ The Buyer agrees to pay the Brokerage Company _____% of the purchase price as payment for services provided in the Buyer's acquisition of real estate.

The Buyer consents to compensate the Brokerage Company as specified here in clearly defined and verifiable terms

This clause is effective if the Buyer signs a contract to purchase real estate within the duration of this agreement, and that contract successfully closes. Any changes to this clause, including the fee payable 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 amount or percentage agreed upon with the Buyer.

7. REPRESENTATION OF OTHER BUYERS

The Buyer acknowledges that the Buyer's Designated Agent is not obligated to exclusively represent the Buyer and may also represent other potential buyers interested in the same property or properties. This representation is subject to compliance with the Illinois Real Estate License Act concerning simultaneous offers.

8. PRIOR REPRESENTATION

The Buyer acknowledges that the Brokerage Company and/or the Designated Agent may have formerly represented the seller from whom the Buyer intends to purchase property. During that representation, the Brokerage Company and/or Designated Agent might have obtained confidential, material information about the seller. By law, neither the Brokerage Company nor the Designated Agent is permitted to disclose this confidential information to the Buyer.

9. FAILURE TO CLOSE

If the seller or lessor in a contract made on behalf of the Buyer fails to complete the transaction without any fault by the Buyer, the Buyer is not required to pay the compensation outlined in Section 6. However, if the transaction fails to close due to the Buyer's fault, the compensation will remain payable immediately. Under no circumstances is the Brokerage Company or the Buyer's Designated Agent responsible for providing funds on behalf of the Buyer to finalize the closing.

10. REFERRAL TO OTHER PROFESSIONALS

The Buyer recognizes that the Brokerage Company and the Buyer's Designated Agent are engaged solely as real estate professionals and not as legal advisors, tax consultants, surveyors, structural engineers, home inspectors, environmental specialists, architects, contractors, or other types of professional service providers. The Buyer understands that these specialized professionals are available to provide advice or services if the Buyer chooses, at the Buyer's own cost.

11. EXPENSES FOR THIRD-PARTY SERVICES OR PRODUCTS

The Buyer agrees to promptly reimburse the Brokerage Company or the Buyer's Designated Agent for any costs associated with third-party products or services, including but not limited to inspections, surveys, tests, title reports, and engineering evaluations, as soon as payment is required.

12. NO TRANSFER OF BUYER'S INTEREST

The Buyer's interest or rights in this Agreement, or in any real estate acquired under this Agreement, may not be

assigned in a way that undermines or cancels any rights held by the Brokerage Company under this Agreement.

13. EQUAL OPPORTUNITY

BOTH PARTIES ACKNOWLEDGE AND AGREE THAT IT IS UNLAWFUL FOR EITHER PARTY TO REFUSE TO EXHIBIT OR SELL THE SELLER'S PROPERTY TO ANY INDIVIDUAL BASED ON FACTORS INCLUDING, BUT NOT LIMITED TO, RACE, COLOR, RELIGION, GENDER, NATIONAL ORIGIN, ANCESTRY, AGE, PROTECTION ORDER STATUS, MARITAL STATUS, PHYSICAL OR MENTAL DISABILITY, MILITARY AFFILIATION, SEXUAL ORIENTATION, GENDER IDENTITY, DISHONORABLE MILITARY DISCHARGE, FAMILY STATUS, IMMIGRATION STATUS, INCOME SOURCE, ARREST RECORD, OR ANY OTHER CATEGORY SAFEGUARDED UNDER ARTICLE 3 OF THE ILLINOIS HUMAN RIGHTS ACT. THE PARTIES COMMIT TO ADHERING TO ALL RELEVANT FEDERAL, STATE, AND LOCAL LAWS REGARDING FAIR HOUSING PRACTICES.

14. AMENDMENTS TO THIS AGREEMENT

Any changes or alterations to the provisions of this Agreement will not be considered effective or enforceable unless they are documented in writing and signed by all parties involved.

15. DIGITAL SIGNATURES

The parties acknowledge that electronic signatures on this Agreement, as well as scanned or PDF versions, shall carry the same legal validity and enforceability as handwritten original signatures.

16. CAPTURING IMAGES OR VIDEO ON THE PROPERTY

Before taking photos, videos, or conducting video calls on the property without the seller's prior written consent, the Buyer is advised to consult with a legal professional.

Additionally, the Buyer should recognize that the seller might have a security system in place that records or enables remote surveillance of the property, which may include audio recording or transmission. The seller may have the ability to overhear conversations occurring on the premises, so the Buyer should understand that any discussions about negotiation tactics conducted within the property might not remain confidential. The Buyer hereby releases the Brokerage Company, the Buyer's Designated Agent, and their staff from any responsibility or liability arising from any recordings made on the property.

17. ALERT REGARDING WIRE TRANSFER FRAUD

To safeguard all parties against wire fraud scams, it is essential to verify any wire transfer requests carefully, ensure email addresses are correct, and confirm instructions by calling established phone numbers before sending any electronic payments.

18. PERMISSION TO COMMUNICATE

The Buyer(s) hereby grant explicit permission to the Brokerage Company, along with any authorized representatives or agents, to reach out to the undersigned via phone calls, text messages, fax, or email at the provided phone numbers and addresses.

Print Name

Telephone Number/E-mail Address

Print Name

Telephone Number/E-mail Address

Facsimile Number(s)

19. COMPLETE AGREEMENT

This Agreement represents the full and complete understanding between the parties regarding its subject matter, and all previous agreements, whether spoken or written, have been combined and incorporated into this document.

This Agreement may be signed in several counterparts, and the Buyer's signature below confirms that the Buyer(s) has/have received a fully executed copy.

Buyer

Accepted by:

Buyer

Brokerage Company

Buyer's Address:

BY: _____

Authorized Signer

Date: _____

Date: _____

CELL PHONE: _____

OFFICE PHONE: _____