



# MAP MULTIPLE LISTING SERVICE EXCLUSIVE RIGHT TO REPRESENT BUYER CONTRACT



1 To \_\_\_\_\_ Broker Date \_\_\_\_\_

2 In consideration of the following agreements and of your efforts to procure a property and improvements thereon, the undersigned Buyer hereby  
3 grants to you, the Broker, the EXCLUSIVE right to represent Buyer in such acquisition. The term "acquisition" shall include the purchase, lease,  
4 exchange or option of \_\_\_\_\_ (residential, vacant, commercial, industrial, other) real estate by Buyer or anyone  
5 acting on Buyer's behalf. This EXCLUSIVE right to represent Buyer shall be effective for the following geographic area: \_\_\_\_\_.

6 In accordance with the current Illinois Real Estate License Act, a licensee working with a client is considered to be the Designated Agent of the client  
7 unless there is a written agreement as to a different relationship. Unless otherwise agreed to in a separate rider, the licensed Responsible Broker of  
8 the above mentioned company hereby designates certain agent(s), as listed later herein, as the Designated Agent(s) of the Client(s), to the exclusion  
9 of all other licensees, employees, owners or other similar persons associated with the Company. The Company itself and the Responsible Broker  
10 are not Agents of the Client(s), but rather have a vendor/customer (service) relationship with the Client(s).

11 **DESIGNATED AGENCY:** The Broker designates \_\_\_\_\_  
12 as the Designated Agent of the Client(s). Broker may, from time to time, add Designated Agents, as may be required in day to day operations, by  
13 notifying all interested parties in writing. All licensees designated as Agents of the Client(s) shall remain Agents of the Client(s) throughout the term  
14 of this Contract unless released, in writing, by the Client(s) or because such licensee is no longer affiliated with the Broker. Should any Designated  
15 Agent be released for any reason, such Designated Agent shall not be released from (his/her) duties of confidentiality.

16 **DUAL AGENCY DISCLOSURE:** In accordance with the current Illinois Real Estate License Act, a licensee may act as a Dual Agent only with the  
17 "WRITTEN CONSENT" of all clients to the transaction. The Licensee offering dual representation must present disclosure to each client prior to  
18 entering into the initial brokerage agreement, and that disclosure must contain the information in the following paragraphs. The clients may consent  
19 to the Dual Agency any time prior to the time the agent actually acts as a dual agent.

20 The undersigned Designated Agent(s) ("licensee"), may undertake a dual representation (represent both the seller or landlord and the buyer or  
21 tenant) for the sale or lease of property. The undersigned acknowledge that they were informed of the possibility of this type of representation.

### BEFORE SIGNING THIS DOCUMENT, PLEASE READ THE FOLLOWING

22 Representing more than one party to a transaction presents a conflict of interest since both buyers and sellers may rely upon Licensee's advice and  
23 the buyers and sellers respective interest may be adverse to each other. Licensee will undertake this representation only with the written consent of  
24 ALL clients in the transaction. Any agreement between the client as to a final contract price and other terms is a result of negotiations between the  
25 clients acting in their own best interest and on their own behalf. Seller acknowledges that Licensee has explained the implications of dual  
26 representations, including the risks involved, and understands that Seller has been advised to seek independent advice from advisors or attorneys  
27 before signing any document in this transaction.

### WHAT A LICENSEE CAN DO FOR THE CLIENTS WHEN ACTING AS A DUAL AGENT

1. Treat all clients honestly.
2. Provide information about the property to the buyer or tenant.
3. Disclose all latent material defects in the property that are known to Licensee.
4. Disclose financial qualification of the buyer or tenant to the seller or landlord.
5. Explain real estate terms.
6. Help the buyer or tenant to arrange for property inspections.
7. Explain closing costs and procedures.
8. Help the buyer compare financing alternatives. Provide information about comparable properties that have sold so both clients may make educated decisions on what price to accept or offer.

### WHAT LICENSEE CANNOT DISCLOSE TO CLIENTS WHEN ACTING AS A DUAL AGENT

1. Confidential information that Licensee may know about the clients, without the client's permission.
2. The price the seller or landlord will take other than the listing price without permission of the seller or landlord.
3. The price the buyer or tenant is willing to pay without permission of the buyer or tenant.
4. A recommended or suggested price the buyer or tenant should offer.
5. A recommended or suggested price the seller or landlord should counter with or accept.

28 If either client is uncomfortable with this dual representation disclosure, please let Licensee know. You are not required to initial this document  
29 unless you want to allow the Licensee to proceed as a Dual Agent in this transaction. You further acknowledge that you have read and understand  
30 this form and voluntarily CONSENT to the Licensee acting as a Dual Agent (that is, to represent BOTH the seller or landlord and the buyer or  
31 tenant), should that become necessary.

32 **DUAL AGENT CONSENT:** I have read the Dual Agency disclosure and by initialing I acknowledge that I understand the dual agency disclosure and  
33 I do consent \_\_\_\_\_; I do not consent \_\_\_\_\_ for my designated agent to function as a dual agent.

34 (\_\_\_\_\_/\_\_\_\_\_) The Client(s) acknowledge(s) that they have been advised as to any alternative agency relationship available through the Broker.  
35 Client(s) Initials Required

Buyer(s) Initials \_\_\_\_\_

Designated Agent's Initials \_\_\_\_\_

36 **TERM:** This Contract shall be for a period of time beginning this date, and that EXCLUSIVE right shall continue in effect until the expiration of  
37 ONE YEAR. However, I, the Buyer, may cancel this Contract any time after \_\_\_\_\_ upon a THIRTY (30)  
38 DAY ADVANCE WRITTEN NOTICE. You, the Broker, may cancel this Contract any time upon THIRTY (30) DAYS ADVANCE WRITTEN NOTICE.  
39 **DESIGNATED AGENT SHALL:** Use his/her best efforts to identify properties that meet the Buyer's specifications; use his/her professional skill to  
40 negotiate a contract acceptable to the Buyer; protect any confidential information that the Buyer discloses to Broker/Agent; and disclose to the Buyer  
41 any non-confidential information known to Agent that would materially affect the Buyer's decision to acquire a property.  
42 **BUYER SHALL:** Work EXCLUSIVELY with the Broker/Agent to identify and acquire property; supply relevant personal & financial information that  
43 may be necessary to permit the Broker/Agent to fulfill his/her obligations under this Contract; be available upon reasonable notice and at reasonable  
44 hours to inspect properties that are potentially appropriate for acquisition by the Buyer; pay the Broker according to the terms set forth herein, allow  
45 the Broker to receive payment from the seller or the seller's broker on Buyer's behalf, allow Broker to compensate other brokers for assistance as  
46 the Broker deems necessary.  
47 **BROKERAGE FEE:** (check those forms of payment in (A) (B) (C) that apply)  
48 ( ) (A) Retainer Fee. Buyer will pay Broker a nonrefundable retainer fee of \$ \_\_\_\_\_, due and payable upon signing of this  
49 Contract. This fee (\_\_\_\_ shall) (\_\_\_\_ shall not) be credited against any other fixed or contingency fees or commissions earned as  
50 a result of this Contract.  
51 ( ) (B) Flat Fee. Buyer will pay Broker a flat fee of \$ \_\_\_\_\_, for the time spent by Broker/Agent pursuant to this Contract, to  
52 be paid to Broker when billed to Buyer. This fee (\_\_\_\_ shall) (\_\_\_\_ shall not) be credited against any other fixed or contingency fees or  
53 commissions earned as a result of this Contract.  
54 ( ) (C) Commission. At closing, the Buyer shall cause the buyer Broker to be paid a total commission of \_\_\_\_\_% of the purchase price,  
55 Such commission shall include any compensation being offered by the seller and/or a cooperating broker. The buyer will make every  
56 reasonable effort to have any excess amount of commission, over and above the seller(s) and/or cooperating broker's offering of  
57 compensation, to be paid through the transaction, at closing, from the purchase price, from the seller(s) proceeds. In the event that the  
58 commission is not contracted to be paid through the proceeds of the sale at closing, the buyer(s) agrees to pay such commission, at  
59 closing, in the form of a certified check made out to the buyer(s) broker.  
60 Prior to the acceptance of any sales contract, the Broker/Designated Agent shall fully inform the Buyer of any offering of compensation being made  
61 by either a seller and/or cooperating broker.  
62 **BONUSES:** In the event of a Bonus being paid by either the seller and/or the cooperating broker, the Buyer Broker shall disclose this information to  
63 the buyer and shall receive this bonus compensation in ADDITION to any other agreed upon compensation in this agreement.  
64 **EXCLUSIVITY PROVISION:** if during the term of this Contract, the Buyer, or anyone acting on the Buyer's behalf, enters into a contract to acquire  
65 any real estate, whether listed with a broker, being sold by a builder or being sold by the owner or any other private party a commission will be due  
66 the Buyer/Broker under the terms of this agreement. The commission due shall also be due and payable if the Buyer, or any person acting on the  
67 Buyer's behalf, negotiates or contracts to acquire real estate within \_\_\_\_\_(\_\_\_\_) months after the termination of this Contract if the property  
68 so acquired was presented to the Buyer by Broker or any person acting on behalf of the Broker.  
69 **BUYER REPRESENTATION OF ANY OTHER AGENCY RELATIONSHIP:** Buyer represents that he/she or any other family member relative to  
70 this agency relationship have not entered into any other exclusive buyer representation contract that effect the current broker/buyer relationship.  
71 **AGENT REPRESENTATION OF OTHER BUYERS:** The Buyer understands that the Designated Agent may, from time to time, represent other  
72 Buyers who may be interested in acquiring the same or similar properties as the Buyer. The Buyer acknowledges waiver of any claims, including  
73 but not limited to breach of fiduciary duty or breach of contract, based solely upon Designated Agent's representation of other Buyers who may be  
74 seeking to acquire the same property as the Buyer.  
75 **PREVIOUS REPRESENTATION:** Buyer(s) understand that Broker and/or Designated Agent may have previously represented a Seller from whom  
76 buyer wishes to acquire property. During that representation, Broker and/or Designated Agent may have obtained material information about the  
77 seller that is considered confidential by law, neither the Broker and/or the Designated Agent may disclose any such confidential information to you,  
78 the buyer(s).  
79 **THIRD PARTY REFERRAL RECOMMENDATIONS:** Broker from time to time may make recommendations to a buyer client for third party  
80 services, such as, lenders, attorneys, title companies, inspectors, etc., these recommendations are made to facilitate the transaction and do not  
81 represent an endorsement by the broker for such services. The broker further discloses that the broker and/or any of its employees have no  
82 ownership interest in any of the recommended service providers, but may be receiving some form of compensation, as defined in the License Act.  
83 In the event that the recommended service providers are affiliates of the broker or the broker has ownership interest in such entities, the broker  
84 shall make a separate disclosure to the client outlining the details of the ownership or affiliate relationship and compensation disclosures in  
85 accordance with the License Act. Buyer understands that he or she is free to select service providers of his or her choice and is not bound to the  
86 recommendations of the broker.  
87 **FAILURE TO CLOSE:** If Seller, in a transaction to which Buyer is a party, fails to close the transaction with no fault on the part of the Buyer, the  
88 Buyer shall have no obligation to pay a commission and/or flat fee that is based on a successful closing as outlined in this agreement. If such  
89 transaction fails to close because of any fault or default of the Buyer, such commission or fees shall become due and payable to the Buyer(s)  
90 Broker immediately.  
91 IF BUYER DEFAULTS, EARNEST MONEY SHALL BE APPLIED TO PAYMENT OF BROKER'S COMMISSION, WHICH SHALL NOT EXCEED  
92 THE AMOUNT OF THE EARNEST MONEY, AND ANY EXPENSE INCURRED, AND BALANCE PAID TO SELLER. IF SELLER DEFAULTS,  
93 EARNEST MONEY, AT THE OPTION OF THE BUYER, SHALL BE REFUNDED TO BUYER.  
94 IF A DISPUTE ARISES BETWEEN THE SELLER AND THE BUYER AS TO WHETHER A DEFAULT HAS OCCURRED, ESCROWEE SHALL  
95 HOLD THE EARNEST MONEY AND PAY IT OUT, LESS COMMISSION, IF ANY, AS AGREED IN WRITING BY SELLER AND BUYER. IN THE  
96 EVENT THAT AGREEMENT CANNOT BE REACHED BY SELLER AND BUYER WITHIN THIRTY (30) DAYS AFTER WRITTEN NOTICE TO  
97 ESCROWEE THAT SUCH DISPUTE HAS ARISEN, IT IS AGREED THAT THE ESCROWEE MAY DEPOSIT THE FUNDS WITH THE CLERK OF

Buyer(s) Initials \_\_\_\_\_

Designated Agent's Initials \_\_\_\_\_

98 THE CIRCUIT COURT, AND THAT BUYER AGREES TO INDEMNIFY AND HOLD THE ESCROWEE HARMLESS FROM ANY AND ALL CLAIMS  
 99 AND DEMANDS, INCLUDING THE PAYMENT OF REASONABLE ATTORNEY'S FEES, COSTS, AND EXPENSES ARISING OUT OF SUCH  
 100 CLAIMS AND DEMANDS.  
 101 Buyer agrees at the closing of the purchase of a property, or as otherwise agreed, the Escrowee may pay out of the escrow fund, the commission  
 102 as set forth and any additional expenses as agreed to by Buyer.  
 103 **OTHER:** No amendment or alteration of the terms of this Contract is valid or binding unless in writing and signed by all parties hereto. This  
 104 Contract shall take precedence over any other buyer contract (whether exclusive or not) which is prior in time and which has expired in accordance  
 105 with the terms and conditions therein.  
 106 Broker/Agent shall not be liable for costs of products or services from outside sources ordered on behalf and at the direction of the Buyer.  
 107 **DISCRIMINATION PROHIBITED:** It is understood that it is illegal for either the Seller or Broker/Agent to refuse to display to, or sell to, any person  
 108 because of their race, color, religion, national origin, sex, ancestry, age, marital status, physical or mental handicap, familial status, or any other  
 109 class protected by Article 3 of the Illinois Human Rights Act, any Federal government act, or any local act pertaining to protected classes.  
 110 The Buyer acknowledges that Broker/Agent is being retained solely as a real estate practitioner and not as an attorney, tax advisor, surveyor,  
 111 structural engineer, home inspector, environmental consultant, architect, contractor, or other professional service provider. The Buyer understands  
 112 that such other professional service providers are available to render advice or services to the Buyer, if desired, at Buyer's expense.  
 113 It is mutually understood and agreed that, by law, Broker/Agent is only permitted to prepare a contract of sale. Buyer agrees to furnish or have his  
 114 attorney furnish all legal documents necessary to close a transaction.  
 115 No Party to this Contract may assign their respective rights or responsibilities under this Contract without the written consent of all other parties.  
 116 THE COMMISSION AND/OR FEES PAYABLE FOR ANY BROKERAGE AGREEMENT IS NOT SET BY MAP MULTIPLE LISTING SERVICE IN  
 117 ANY MANNER AND IS NEGOTIABLE BETWEEN THE BROKER AND THE PARTIES.  
 118 This Contract is subject to rider(s), disclosures(s) \_\_\_\_\_ attached hereto and made a part of this  
 119 Contract by reference. This "Exclusive Right to Represent Buyer Contract" constitutes the entire agreement between the parties relating to the  
 120 subject thereof, and any prior agreements pertaining thereto, whether oral or written have been merged and integrated into this Exclusive  
 121 Representation Contract. All specific directions of the client are incorporated herein or riders attached hereto. Additional direction shall be  
 122 considered an amendment to this Contract. Buyer warrants his/her authority to execute this Contract as herein provided.

\_\_\_\_\_  
 Broker or Broker's Authorized Representative

Buyer: \_\_\_\_\_

Buyer: \_\_\_\_\_

\_\_\_\_\_  
 Acceptance by Designated Agent

Current Address: \_\_\_\_\_

\_\_\_\_\_

Buyer(s) Initials \_\_\_\_\_

Designated Agent's Initials \_\_\_\_\_