



MAP MULTIPLE LISTING SERVICE NON-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 NON-EXCLUSIVE right to represent Buyer in such acquisition. The term "acquisition" shall include the purchase,
4 lease, exchange or option of _____ (residential, vacant, commercial, industrial, other) real estate by Buyer or anyone
5 acting on Buyer's behalf. This NON-EXCLUSIVE right to represent Buyer shall be effective for the following geographic area:

6 _____

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

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

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

21 The undersigned Designated Agent(s) ("licensee"), may undertake a dual representation (represent both the seller or landlord and the buyer or
22 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

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

29 If either client is uncomfortable with this dual representation disclosure, please let Licensee know. You are not required to initial this document
30 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
31 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
32 tenant), should that become necessary.

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

35 (_____/_____) The Client(s) acknowledge(s) that they have been advised as to any alternative agency relationship available through the Broker.
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 NON-EXCLUSIVE right shall continue in effect until the expiration
37 of ONE YEAR. However, I, the Buyer, may cancel this Contract any time after _____ upon a THIRTY (30) DAY
38 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
41 Buyer any non-confidential information known to Agent that would materially affect the Buyer's decision to acquire a property.
42 **BUYER SHALL:** Work with the Broker/Agent to identify and acquire property; supply relevant personal & financial information that may be
43 necessary to permit the Broker/Agent to fulfill his/her obligations under this Contract; be available upon reasonable notice and at reasonable hours
44 to inspect properties that are potentially appropriate for acquisition by the Buyer; pay the Broker according to the terms set forth herein, allow the
45 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 the
46 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 a
50 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
53 or 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. Such
55 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 **SURVIVAL PROVISION:** If during the term of this Contract, the Buyer, or anyone acting on the Buyer's behalf, enters into a contract to acquire real
65 estate, the commission due shall also be due and payable if the Buyer, or any person acting on the Buyer's behalf, negotiates or contracts to
66 acquire real estate within _____ (____) months after the termination of this Contract if the property so acquired was presented to the Buyer by
67 Broker or any person acting on behalf of the Broker.
68 **BUYER REPRESENTATION OF ANY OTHER AGENCY RELATIONSHIP:** Buyer represents that he/she or any other family member relative to
69 this agency relationship have not entered into any other exclusive Buyer representation contract that effect the current broker/buyer relationship.
70 **AGENT REPRESENTATION OF OTHER BUYERS:** The Buyer understands that the Designated Agent may, from time to time, represent other
71 Buyers who may be interested in acquiring the same or similar properties as the Buyer. The Buyer acknowledges waiver of any claims, including
72 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
73 seeking to acquire the same property as the Buyer.
74 **PREVIOUS REPRESENTATION:** Buyer(s) understand that Broker and/or Designated Agent may have previously represented a Seller
75 from whom Buyer wishes to acquire property; During that representation, Broker and/or Designated Agent may have obtained material information
76 about the seller that is considered confidential by law, neither the Broker and/or the Designated Agent may disclose any such confidential
77 information to you, the Buyer(s).
78 **THIRD PARTY REFERRAL RECOMMENDATIONS:** Broker from time to time may make recommendations to a buyer client for third party
79 services, such as lenders, attorneys, title companies, inspectors, etc., these recommendations are made to facilitate the transaction and do not
80 represent an endorsement by the broker for such services. The broker further discloses that the broker and or any of its employees have no
81 ownership interest in any of the recommended service providers, but may be receiving some form of compensation, as defined in the License Act.
82 In the event that the recommended service providers are affiliates of the broker or the broker has ownership interest in such entities, the broker
83 shall make a separate disclosure to the client outlining the details of the ownership or affiliate relationship and compensation disclosures in
84 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
85 recommendations of the broker.
86 **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
87 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
88 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)
89 Broker immediately.
90 IF BUYER DEFAULTS, EARNEST MONEY SHALL BE APPLIED TO PAYMENT OF BROKER'S COMMISSION, WHICH SHALL NOT EXCEED
91 THE AMOUNT OF THE EARNEST MONEY, AND ANY EXPENSE INCURRED, AND BALANCE PAID TO SELLER. IF SELLER DEFAULTS,
92 EARNEST MONEY, AT THE OPTION OF THE BUYER, SHALL BE REFUNDED TO BUYER.
93 IF A DISPUTE ARISES BETWEEN THE SELLER AND THE BUYER AS TO WHETHER A DEFAULT HAS OCCURRED, ESCROWEE SHALL
94 HOLD THE EARNEST MONEY AND PAY IT OUT, LESS COMMISSION, IF ANY, AS AGREED IN WRITING BY SELLER AND BUYER. IN THE
95 EVENT THAT AGREEMENT CANNOT BE REACHED BY SELLER AND BUYER WITHIN THIRTY (30) DAYS AFTER WRITTEN NOTICE TO
96 ESCROWEE THAT SUCH DISPUTE HAS ARISEN, IT IS AGREED THAT THE ESCROWEE MAY DEPOSIT THE FUNDS WITH THE CLERK OF
97 THE CIRCUIT COURT, AND THAT BUYER AGREES TO INDEMNIFY AND HOLD THE ESCROWEE HARMLESS FROM ANY AND ALL CLAIMS
98 AND DEMANDS, INCLUDING THE PAYMENT OF REASONABLE ATTORNEY'S FEES, COSTS, AND EXPENSES ARISING OUT OF SUCH
99 CLAIMS AND DEMANDS.

Buyer(s) Initials _____

Designated Agent's Initials _____

100 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
101 as set forth and any additional expenses as agreed to by Buyer.

102 **OTHER:** No amendment or alteration of the terms of this Contract is valid or binding unless in writing and signed by all parties hereto.

103 This Contract shall take precedence over any other buyer contract (whether exclusive or not) which is prior in time and which has expired in
104 accordance with the terms and conditions therein.

105 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.

106 **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
107 person because of their race, color, religion, national origin, sex, ancestry, age, marital status, physical or mental handicap, familial status, or any
108 other class protected by Article 3 of the Illinois Human Rights Act, any Federal government act, or any local act pertaining to protected classes.

109 **BROKER/AGENT SCOPE OF ADVICE:** The Buyer acknowledges that Broker/Agent is being retained solely as a real estate practitioner and not
110 as an attorney, tax advisor, surveyor, structural engineer, home inspector, environmental consultant, architect, contractor, or other professional
111 service provider. The Buyer understands that such other professional service providers are available to render advice or services to the Buyer, if
112 desired, at Buyer's expense. It is mutually understood and agreed that, by law, Broker/Agent is only permitted to prepare a contract of sale. Buyer
113 agrees to furnish or have his attorney furnish all legal documents necessary to close a transaction.

114 No Party to this Contract may assign their respective rights or responsibilities under this Contract without the written consent of all other parties.

115 THE COMMISSION AND/OR FEES PAYABLE FOR ANY BROKERAGE AGREEMENT IS NOT SET BY MAP MULTIPLE LISTING SERVICE IN
116 ANY MANNER AND IS NEGOTIABLE BETWEEN THE BROKER AND THE PARTIES.

117 This Contract is subject to rider(s), disclosures(s) _____ attached hereto and made a part of this Contract
118 by reference. This "Non-Exclusive Right to Represent Buyer Contract" constitutes the entire agreement between the parties relating to the subject
119 thereof, and any prior agreements pertaining thereto, whether oral or written have been merged and integrated into this Non-Exclusive
120 Representation Contract. All specific directions of the client are incorporated herein or riders attached hereto. Additional direction shall be
121 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 _____