

NON-EXCLUSIVE BUYER REPRESENTATION AGREEMENT



Buyer agrees to work with _____
(Brokerage Company), and Brokerage Company shall designate the licensee below affiliated with Brokerage Company to act as a non-exclusive agent of the Buyer for the purpose of identifying and negotiating to acquire real estate for _____ (“Buyer”).

The term “acquisition” or “acquire” shall include the purchase, lease, exchange, or option of real estate by Buyer or anyone acting on Buyer’s behalf. By working with Brokerage Company, Buyer agrees that the following will govern the terms of their relationship:

DESIGNATED AGENT(S)

1. Brokerage Company designates _____ (“Buyer’s Designated Agent”) as the non-exclusive legal agent(s) of Buyer for the purpose of representing Buyer in the acquisition of real estate by Buyer.

DURATION

2. This agreement will be effective from the date of signatures until 11:59 p.m. on _____, 20____, when it shall automatically terminate. This agreement may be terminated prior to the termination date only by the written agreement of the parties.

PROPERTY SPECIFIC OPTION (check if applicable)

3. Buyer’s Designated Agent will assist buyer on a non-exclusive basis for the sole purpose of seeking to acquire the specific property located at _____
(street address of property), for the period of time set forth above in paragraph 2.

DUTIES

4. **Buyer’s Designated Agent will:**
 - (a) Use Buyer’s Designated Agent’s best efforts to identify properties listed in the multiple listing service or other resources specifically requested by Buyer that meet Buyer’s specifications relating to location, price, features, and amenities.
 - (b) Arrange for touring of properties identified by Buyer as potentially appropriate for acquisition.
 - (c) Advise Buyer about the pricing of comparable properties.
 - (d) Assist Buyer in the negotiation of a contract acceptable to Buyer for the acquisition of property unless Designated Agent is acting as a Disclosed Dual Agent.
 - (e) Provide reasonable safeguards for confidential information that Buyer discloses to Buyer’s Designated Agent.
 - (f) Other services: _____

5. **Brokerage Company will:**

- (a) Provide Buyer's Designated Agent with assistance and advice in Buyer's Designated Agent's work on Buyer's behalf.
- (b) Make the managing broker, or designated representative, available to consult with Buyer's Designated Agent about Buyer's negotiations for the acquisition of real estate, who will maintain the confidence of Buyer's confidential information.
- (c) Make other licensees affiliated with Brokerage Company aware of Buyer's general specifications for real property.
- (d) As needed, designate one or more licensees as designated agent(s) of Buyer.

6. **Buyer will:**

- (a) Work with Buyer's Designated Agent to identify and acquire real estate during the term of this representation.
- (b) Supply relevant financial information that may be necessary to permit Buyer's Designated Agent to fulfill Agent's obligations, and Buyer's contractual obligations.
- (c) Be available upon reasonable notice and at reasonable hours to tour properties that seem to meet Buyer's specifications.

COMPENSATION FOR SERVICES

DISCLOSURE: BROKERAGE COMPANY'S COMPENSATION IS NOT SET BY LAW AND IS FULLY NEGOTIABLE.

7. Select One

- Buyer agrees to pay Brokerage Company a flat fee of \$_____ as compensation for services provided to Buyer in Buyer's acquisition of real estate.
- Buyer agrees to pay Brokerage Company _____% of the purchase price as compensation for services provided to Buyer in Buyer's acquisition of real estate.
- Buyer agrees to pay Brokerage Company (describe here in objectively ascertainable terms)

This section applies if Buyer enters into a contract to acquire real estate during the term of this agreement, and such contract results in a closed transaction. Any modifications to this section, including the compensation to be paid to Brokerage Company, can be accomplished by written agreement of the parties.

**Brokerage Company may not receive compensation from any source
that exceeds the amount or rate agreed to with Buyer.**

REPRESENTING OTHER BUYERS

8. Buyer's Designated Agent will have no duty to represent only Buyer, and 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 the Illinois Real Estate License Act regarding contemporaneous offers.

RECOMMEND OTHER PROFESSIONALS

9. Brokerage Company 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. Such other professional service providers are available to render advice or services to Buyer, if desired, at Buyer's expense.

AGREEMENT BY BUYER NOT TO ENTER AN EXCLUSIVE AGREEMENT

10. Buyer agrees not to enter an Exclusive Buyer Representation Agreement with any other brokerage company during the terms of this Agreement.

PREVIOUS REPRESENTATION

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

ILLEGAL DISCRIMINATION

12. 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, IMMIGRATION 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.

Buyer: _____

Brokerage Company

Buyer: _____

By: _____

Date: _____

Date: _____

Authorized Signer