



CHICAGO ASSOCIATION OF REALTORS®/MLS
EXCLUSIVE BUYER - BROKER AGREEMENT



1 Buyer: \_\_\_\_\_
2 Buyer: \_\_\_\_\_
3 Buyer's Designated Agent: \_\_\_\_\_
4 Broker: \_\_\_\_\_

5 In consideration of Broker's agreement to appoint a Sales Associate affiliated with Broker to act as the Buyer's Designated Agent (for the
6 purpose of identifying and negotiating the acquisition of real estate), Buyer hereby grants to Buyer's Designated Agent the exclusive right to
7 represent Buyer in such acquisition. The terms "acquire or "acquisition" shall include the purchase (title transfer or Articles of Agreement for
8 Deed), lease, exchange or option of residential real estate by Buyer or anyone acting on Buyer's behalf.

9 1. GEOGRAPHIC AREA: This EXCLUSIVE RIGHT TO REPRESENT BUYER shall be effective for the following areas: \_\_\_\_\_
10 \_\_\_\_\_ . In the event Buyer desires to view real estate outside of the above geographical
11 area, Buyer grants Buyer's Designated Agent the exclusive right to refer Buyer to a Broker or Sales Associate as Buyer's Designated
12 Agent in the area Buyer wishes to purchase. Buyer understands and agrees that no other Sales Associates affiliated with Broker (except as
13 provided for herein) will be acting as Legal Agents of the buyer and as a result will have no fiduciary relationship with Buyer.

14 2. TERM: Term shall be from 12:01 a.m. Month \_\_\_\_\_ Day \_\_\_\_\_ , \_\_\_\_\_ to 11:59 p.m. Month \_\_\_\_\_
15 Day \_\_\_\_\_ , \_\_\_\_\_ .

16 3. COMPENSATION: Buyer shall compensate Broker and Buyer's Designated Agent if Buyer, or any other person acting on Buyer's
17 behalf, buys, exchanges for, or obtains an option on any real property, as a result of the service and efforts of Buyer's Designated Agent or
18 otherwise, during the term of this Agreement, or buys, exchanges for, or obtains an option, during the term of this Agreement or within \_\_\_\_\_
19 \_\_\_\_\_ after termination of this Agreement, on any real property that was submitted to Buyer during the term of this Agreement,
20 except as follows: \_\_\_\_\_ . If an agreement to acquire/purchase property hereunder
21 fails to close because of any fault on the part of Buyer, such compensation shall also be owed to Broker and Buyer's Designated Agent.
22 In no case shall Broker or Buyer's Designated Agent be obligated to advance funds for the benefit of Buyer in order to complete a closing.
23 The amount of the compensation is \$ \_\_\_\_\_ or \_\_\_\_\_ percent of the purchase price of any real estate, payable at time of
24 execution and delivery of deed or installment agreement for deed, or at the time of any failure to close because of Buyer's fault or any default
25 by Buyer under this Agreement, whichever occurs sooner.

26 Buyer's Designated Agent is authorized to negotiate for compensation to be paid by the seller, or through a Listing Broker offering cooperation
27 and compensation the payment of which will/will not (STRIKE THROUGH ONE) satisfy Buyer's obligation to pay all or a portion of the
28 compensation under this Agreement. The payment of such compensation by the Seller shall not be deemed to create an agency relationship
29 between Buyer's Designated Agent and the Seller. If Buyer's Designated Agent's authority is revoked during the term of this Agreement,
30 Buyer shall pay Buyer's Designated Agent and Broker, upon such revocation, not as a penalty, but as liquidated damages, the sum of
31 \_\_\_\_\_ , which both parties agree is a fair and reasonable approximation of the damages Buyer's Designated Agent and
32 Broker may suffer from such revocation.

33 4. (Strike if inapplicable) RETAINER FEE: Buyer shall pay Buyer's Designated Agent a nonrefundable retainer fee of \_\_\_\_\_ ,
34 which shall be due and payable to, and shall be considered as earned by, Broker upon signing of this Agreement.

35 5. DESIGNATED AGENT: The Illinois Real Estate License Act allows a Broker to enter into an agreement with a Buyer that specifically
36 designates one or more of the Sales Associates affiliated with the Broker as Buyer's Legal Agent (Buyer's "Designated Agent"). This
37 appointment of one or more Sales Associates as Buyer's Designated Agent is to the exclusion of the Broker and all other Sales Associates
38 affiliated with Broker. What this means to Buyer is that:

- 39 a. Multiple Designated Agents affiliated with Broker may be representing both Sellers and Buyers in connection with the sale or
40 purchase of property.
41 b. The statutory duties owed by an agent to his/her principal will only be owed to Buyer by the Sales Agent(s) who is (are) designated
42 as Buyer's Designated Agent(s). Other Sales Associates affiliated with Broker will not be the legal agents of the Buyer or have any statutory
43 relationship with the Buyer.
44 c. Buyer's Designated Legal Agent(s) will owe Buyer statutory duties which, among other things, includes the obligation not to reveal
45 confidential information obtained from Buyer to other Sales Associates affiliated with Broker who are not acting as Buyer's Designated Agent.
46 Broker hereby designates the above named Sales Associate identified as Buyer's Designated Agent to so act and the Broker and all other Sales
47 Associates affiliated with Broker will be free to enter into agreements with prospective Buyers as Legal Agents of those Buyers. Buyer also
48 understands and accepts that neither Broker nor other Sales Associates affiliated with Broker will be acting as Buyer's Designated Agent
49 and as such, the legal agent of Buyer.

50 6. NONDISCRIMINATION: BROKER AND ITS AGENTS OR EMPLOYEES SHALL NOT ACT IN ANY WAY TO INDUCE
51 THE BUYER(S) TO ACQUIRE ANY PARTICULAR PROPERTY BASED UPON RACE, SEX, COLOR, RELIGION, NATIONAL
52 ORIGIN, DISABILITY, FAMILIAL STATUS, OR ANY OTHER CRITERIA PROHIBITED BY FEDERAL, STATE OR LOCAL
53 FAIR HOUSING LAWS. THE PARTIES AGREE THAT THEY WILL COMPLY WITH ALL APPLICABLE FEDERAL, STATE
54 AND LOCAL FAIR HOUSING LAWS.

55 7. DISCLOSURE OF BUYER'S IDENTITY. (Check One)
56  Broker and Buyer's Designated Agent have Buyer's permission to disclose Buyer's identity to third parties.
57  Broker and Buyer's Designated Agent do not have Buyer's permission to disclose Buyer's identity without prior written consent of
58 Buyer.

59 8. BUYER'S DESIGNATED AGENT DUTIES:
60 a. To use Buyer's Designated Agent's best efforts to identify residential properties available for acquisition that meet the Buyer's
61 specifications relating to location, price, features, and amenities.
62 b. To arrange, to the extent able, for inspections of properties identified by Buyer as potentially appropriate for acquisition.

- 63 c. To use Buyer's Designated Agent's professional skill to negotiate a Contract acceptable to Buyer for the acquisition of property.  
64 d. To safeguard and protect any confidential or proprietary information that Buyer discloses to Buyer's Designated Agent.  
65 e. To disclose to Buyer any information known to Buyer's Designated Agent that would materially affect Buyer's decision to acquire  
66 the property.  
67 f. To assist the Buyer, once a Sale Contract is signed, in securing financing or other commitments or services as may be necessary to  
68 close the transaction.  
69 g. Neither Broker nor Buyer's Designated Agent is responsible for the accuracy of room dimensions, lot size, square feet, variances,  
70 zoning, or use restrictions which may or may not be reflected in the Multiple Listing Service or other sources.  
71 h. BUYER'S DESIGNATED AGENT IS NOT OBLIGATED TO SHOW PROPERTIES THAT ARE FOR SALE BUT NOT IN THE  
72 MULTIPLE LISTING SERVICE IN WHICH BROKER OR BUYER'S DESIGNATED AGENT PARTICIPATE, UNLESS REQUESTED TO  
73 DO SO BY BUYER IN WRITING, AND SAID PROPERTY IS AVAILABLE FOR SHOWING BY BUYER'S DESIGNATED AGENT.

74 **9. BUYER'S DUTIES:**

- 75 a. To work EXCLUSIVELY with Buyer's Designated Agent to identify and acquire real estate during the time that this Agreement  
76 is in force.  
77 b. To comply with reasonable requests of Buyer's Designated Agent to supply relevant financial information that may be necessary to  
78 permit Buyer's Designated Agent to fulfill Agent's obligations under this Agreement.  
79 c. To be available upon reasonable notice and at reasonable hours to inspect properties that are potentially appropriate for acquisition  
80 by Buyer.  
81 d. To identify to Buyer's Designated Agent those specific properties not in the MLS that Buyer would want to inspect.  
82 e. To otherwise cooperate with Buyer's Designated Agent in Buyer's Designated Agent's efforts to fulfill its obligation under this  
83 Agreement.  
84 f. To pay Broker of Buyer's Designated Agent according to the terms set forth in Section 3 and to give any consent that may be  
85 necessary to permit Broker to receive payment from the Seller or the Seller's Agent pursuant to Section 3.

86 **10. OTHER POTENTIAL BUYERS:** Buyer understands that other potential buyers may consider, make offers on, or purchase through  
87 Buyer's Designated Agent the same or similar properties as Buyer is seeking to acquire. Buyer consents to Buyer's Designated Agent's  
88 representation of such other potential buyers before, during or after the expiration of this Agreement.

89 **11. DISCLAIMER:** Buyer acknowledges that Broker and Buyer's Designated Agent are being retained solely as a real estate professional,  
90 and not as attorney, tax advisor, surveyor, structural engineer, home inspector, environmental consultant, architect, contractor, or other  
91 professional service provider. Buyer understands that such other professional service providers are available to render advice or services to  
92 the Buyer, if desired, at Buyer's expense.

93 **12. INDEMNIFICATION OF BROKER:** Buyer hereby indemnifies and holds Broker and Designated Agent harmless from any and all  
94 claims, disputes, litigation, judgments, costs and legal fees arising from misrepresentations by Buyer or other incorrect information  
95 supplied by Buyer.

96 **13. ARBITRATION:** Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by  
97 arbitration in accordance with the rules of the Chicago Association of REALTORS®, and judgment upon the award rendered by the arbitrator  
98 may be entered in any court having jurisdiction thereof.

99 **14. REAL ESTATE SETTLEMENT PROCEDURES ACT COMPLIANCE:** Buyer shall comply with the Real Estate Settlement  
100 Procedures Act of 1974, as amended, if applicable, and furnish all information required for compliance therewith.

101 **15. AGENCY DISCLOSURE:**

102 The above named Broker and Designated Agent (both referred to as "Licensee") may undertake a dual representation (represent both the seller  
103 or landlord and the buyer or tenant) for the sale or lease of your property or properties they may show you. The undersigned acknowledge they  
104 were informed of the possibility of this type of representation. Before signing this document, please read the following: Representing more  
105 than one party to a transaction presents a conflict of interest since both clients may rely upon licensee's advice and the client's respective  
106 interests may be adverse to each other. Licensee (Buyer's Designated Agent) will undertake this representation only with the written consent of  
107 ALL clients in the transaction. Any agreement between the clients as to a final contract price and other terms is a result of negotiations  
108 between the clients acting in their own best interests and on their own behalf. You acknowledge that licensee has explained the implications  
109 of dual representation, including risks involved, and understand that you have been advised to seek independent advice from your  
110 advisors or attorneys before signing any documents in this transaction.

111 **WHAT A LICENSEE CAN DO FOR CLIENTS WHEN ACTING AS A DUAL AGENT:**

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

122 **WHAT A LICENSEE CANNOT DISCLOSE TO CLIENT WHEN ACTING AS A DUAL AGENT:**

- 123 1. Confidential information that Licensee may know about the clients, without the client's permission.  
124 2. The price the seller or landlord will take other than the listing price without permission of the seller or landlord.  
125 3. The price the buyer or tenant is willing to pay without permission of the buyer or tenant.  
126 4. A recommended or suggested price the buyer or tenant should offer.  
127 5. A recommended or suggested price the seller or landlord should counter with or accept.  
128 If either client is uncomfortable with this disclosure and dual representation, please let Licensee know. You are not required to accept this  
129 section unless you want to allow the Licensee to proceed as a Dual Agent in this transaction.

130 By checking "Yes", initialing and signing below, you acknowledge that you have read and understand this section and voluntarily consent to  
 131 the Licensee acting as a Dual Agent (that is to represent BOTH the seller or landlord and the buyer or tenant) should that become necessary.  
 132 \_\_\_\_\_ Yes \_\_\_\_\_ No (Check One)  
 133 \_\_\_\_\_ (Initial Here)

135 **16. AMENDMENTS:** No amendment or alteration of this Agreement shall be valid or binding unless made in writing and signed by the  
 136 parties hereto.

137 **17. GENDER:** Where applicable, the singular form shall include the plural, and the masculine form shall include the feminine and  
 138 the neuter.

139 **18. BINDING NATURE OF AGREEMENT:** This agreement shall be binding upon and inure to the benefit of the heirs, executors,  
 140 administrators, successors and assigns of the parties.

\_\_\_\_\_  
 BROKER

By: \_\_\_\_\_  
 Authorized Representative

By: \_\_\_\_\_  
 Buyer's Designated Agent

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

Phone: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
 BUYER

Taxpayer Identification No.: \_\_\_\_\_  
 (Social Security Number)

\_\_\_\_\_  
 BUYER

Taxpayer Identification No.: \_\_\_\_\_  
 (Social Security Number)

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

Phone: \_\_\_\_\_

Date: \_\_\_\_\_

**PROVISIONS**

1. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration in accordance with the rules of the Chicago Association of REALTORS®, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.
2. Buyer shall comply with the Real Estate Settlement Procedures Act of 1974, as amended, if applicable, and furnish all information required for compliance therewith.
3. Buyer hereby indemnifies and holds Buyer's Broker and the agents of Buyer's Broker harmless from any and all claims, disputes, litigation, judgments, costs and legal fees arising from misrepresentations by Buyer or other incorrect information supplied by Buyer.
4. The parties agree not to discriminate against any prospective seller because of the race, color, religion, national origin, sex, ancestry, age, marital status, familial status, unfavorable military discharge or handicap of such person.
5. No amendment or alteration of this Agreement shall be valid or binding unless made in writing and signed by the parties hereto.
6. Where applicable, the singular form shall include the plural, and the masculine form shall include the feminine and the neuter.
7. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the parties hereto.