



**MAINSTREET ORGANIZATION OF REALTORS®  
BROKERAGE FEE AGREEMENT & AGENCY DISCLOSURE  
FOR UNLISTED PROPERTIES**



Buyer/Tenant: \_\_\_\_\_

Seller/Landlord: \_\_\_\_\_

Property: \_\_\_\_\_

For purposes of this Agreement the term “Seller” shall refer to either a seller or a landlord and the term “Buyer” shall refer to either a buyer or a tenant.

1. Seller acknowledges that \_\_\_\_\_ (Buyer’s Brokerage) represents Buyer and has designated one of its agents, as Buyer’s Designated Agent. Seller understands that Buyer’s Agent is the agent of Buyer with a duty to represent Buyer’s interests. Seller acknowledges that this Agreement does not create any agency relationship between Seller and Buyer’s Brokerage or Buyer’s Designated Agent. Seller further understands that any confidential information given to Buyer’s Agent by Seller may be disclosed to Buyer.

2. Seller hereby consents to the showing of Property by Buyer’s Designated Agent to Buyer. IF THIS SHOWING RESULTS IN A CONTRACT TO PURCHASE, AN OPTION TO PURCHASE OR A LEASE BETWEEN SELLER AND BUYER, THEN A FEE OR COMMISSION SHALL BE PAID AS PROVIDED FOR IN THIS AGREEMENT.

3. In the event of a conveyance from Seller to Buyer, other than a lease, Seller shall pay a Sales Brokerage Fee to buyer’s Brokerage in the amount of \$\_\_\_\_\_ in accordance with the terms and conditions contained herein. Such Sales Brokerage Fee shall be paid at closing.

If the property is leased by Seller to Buyer, Seller shall pay a Leasing Fee to Buyer’s Brokerage in the amount of \$\_\_\_\_\_ in accordance with the terms and conditions contained herein. Such Leasing Fee shall be paid upon execution of a Lease.

4. The Sales Brokerage Fee shall be earned if the property is optioned to Buyer and the option is subsequently exercised. In addition to the Leasing Fee stipulated above, the Sales Brokerage Fee shall also be earned if the property is leased to Buyer and Buyer subsequently purchases the property.

**5. THE PARTIES UNDERSTAND AND AGREE THAT IT IS ILLEGAL FOR EITHER OF THEM TO DISCRIMINATE AGAINST ANY PROSPECTIVE BUYER OR LESSEE ON THE BASIS OF RACE, AGE, COLOR, RELIGION, SEX, ANCESTRY, ORDER OF PROTECTION STATUS, MARITAL STATUS, PHYSICAL OR MENTAL HANDICAP, FAMILIAL STATUS, NATIONAL ORIGIN, SEXUAL ORIENTATION, MILITARY STATUS, DISHONORABLE DISCHARGE FROM THE MILITARY SERVICE, OR ANY OTHER CLASS PROTECTED BY THE ILLINOIS HUMAN RIGHTS ACT. THE PARTIES AGREE TO COMPLY WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL FAIR HOUSING LAWS.**

6. The term of this Agreement is for \_\_\_\_\_ days from and after the date of execution hereof (hereinafter the “Marketing Period”). If the Property is sold, conveyed or exchanged in any transaction wherein the Proposed Buyer or Proposed Buyer’s Designee acquires the Property during

Seller Initial \_\_\_\_\_ Seller Initial \_\_\_\_\_ Broker Initial \_\_\_\_\_ Broker Initial \_\_\_\_\_

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

52 the time of the Marketing Period, or if the Proposed Buyer or Proposed Buyer's Designee acquires  
53 the Property from any person who was granted an option to acquire the Property during the time of  
54 the marketing period, or if the Proposed Buyer or Proposed Buyer's Designee leases the Property  
55 during the time of the Marketing Period and subsequently acquires the Property, of if the Property is  
56 acquired by the Proposed Buyer or the Proposed Buyer's Designee directly or indirectly within  
57 \_\_\_\_\_ days after termination of the Marketing Period, Seller agrees to compensate Buyer's  
58 Broker as Provided in herein.

60 7. Seller warrants that Seller has the authority to execute this Agreement and to bind all parties who  
61 have an ownership interest in the property and to deal with and on behalf of the property as herein  
62 provided including providing evidence of good, insurable and merchantable title. Seller warrants that  
63 any prior listing agreements have in fact been cancelled, expired, terminated and are no longer in  
64 effect upon the signing of this Agreement.

66 8. Seller shall complete and deliver to Buyer all disclosure reports required by law.

67  
68 **SELLER HEREBY ACKNOWLEDGES THAT SELLER IS NOT**  
69 **REPRESENTED BY A BROKER IN THIS TRANSACTION.**  
70

71 SELLER IS CAUTIONED THT THIS DOCUMENT WILL BECOME A LEGALLY BINDING  
72 DOCUMENT WHEN SIGNED BY ALL PARTIES AND DELIVERED, AND THEREFORE THE  
73 SELLER MAY WISH TO SEEK LEGAL ADVICE PRIOR TO SIGNING IT.

75 _____	_____
76 DATE	DATE
77 _____	_____
78 SELLER/LANDLORD/AUTHORIZED PARTY SIGNATURE	MANAGING BROKER SIGNATURE
80 _____	_____
81 SELLER/LANDLORD/AUTHORIZED PARTY SIGNATURE	DESIGNATED BROKER SIGNATURE
82 _____	_____
83 ADDRESS/CITY/STATE/ZIP	ADDRESS/CITY/STATE/ZIP
84 _____	_____
85 WORK PHONE/HOME PHONE	COMPANY PHONE/AGENT PHONE
86 _____	_____
87 _____	_____
88 _____	_____
89 _____	_____
90 _____	_____