



**MAINSTREET ORGANIZATION OF REALTORS®
UNREPRESENTED SELLER AGENCY DISCLOSURE
AND COMPENSATION AGREEMENT**



1 Buyer/Tenant: _____
2

3 Seller/Landlord: _____
4

5 Property: _____
6

7 For purposes of this Agreement the term “Seller” shall refer to either a seller or a landlord and the
8 term “Buyer” shall refer to either a buyer or a tenant.
9

10 1. Seller acknowledges that _____ (Buyer’s Brokerage)
11 represents Buyer and has designated one of its agents, as Buyer’s Designated Agent. Seller
12 understands that Buyer’s Agent is the agent of Buyer with a duty to represent Buyer’s interests.
13 Seller acknowledges that this Agreement does not create any agency relationship between Seller and
14 Buyer’s Brokerage or Buyer’s Designated Agent. Seller further understands that any confidential
15 information given to Buyer’s Agent by Seller may be disclosed to Buyer.
16

17 2. Seller hereby consents to the showing of Property by Buyer’s Designated Agent to Buyer. IF
18 THIS SHOWING RESULTS IN A CONTRACT TO PURCHASE, AN OPTION TO PURCHASE
19 OR A LEASE BETWEEN SELLER AND BUYER, THEN A FEE OR COMMISSION SHALL BE
20 PAID AS PROVIDED FOR IN THIS AGREEMENT.
21

22 3. In the event of a conveyance from Seller to Buyer, other than a lease, Seller shall pay a Sales
23 Brokerage Fee to buyer’s Brokerage in the amount of \$_____ in
24 accordance with the terms and conditions contained herein. Such Sales Brokerage Fee shall be paid
25 at closing.
26

27 If the property is leased by Seller to Buyer, Seller shall pay a Leasing Fee to Buyer’s Brokerage in
28 the amount of \$_____ in accordance with the terms and
29 conditions contained herein. Such Leasing Fee shall be paid upon execution of a Lease.
30

31 4. The Sales Brokerage Fee shall be earned if the property is optioned to Buyer and the option is
32 subsequently exercised. In addition to the Leasing Fee stipulated above, the Sales Brokerage Fee
33 shall also be earned if the property is leased to Buyer and Buyer subsequently purchases the property.
34

35 **5. THE PARTIES UNDERSTAND AND AGREE THAT IT IS ILLEGAL FOR EITHER OF**
36 **THEM TO DISCRIMINATE AGAINST ANY PROSPECTIVE BUYER OR LESSEE ON**
37 **THE BASIS OF RACE, AGE, COLOR, RELIGION, SEX, ANCESTRY, ORDER OF**
38 **PROTECTION STATUS, MARITAL STATUS, PHYSICAL OR MENTAL HANDICAP,**
39 **FAMILIAL STATUS, NATIONAL ORIGIN, SEXUAL ORIENTATION, MILITARY**
40 **STATUS, DISHONORABLE DISCHARGE FROM THE MILITARY SERVICE, OR ANY**
41 **OTHER CLASS PROTECTED BY THE ILLINOIS HUMAN RIGHTS ACT. THE PARTIES**
42 **AGREE TO COMPLY WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL FAIR**
43 **HOUSING LAWS.**
44

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

<p>Seller Initial _____ Seller Initial _____ Broker Initial _____ Broker Initial _____ Property Address: _____ (Page 1 of 2) Rev. 10.2013 – © MAINSTREET ORGANIZATION OF REALTORS®</p>
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48 the time of the Marketing Period, or if the Proposed Buyer or Proposed Buyer's Designee acquires
49 the Property from any person who was granted an option to acquire the Property during the time of
50 the marketing period, or if the Proposed Buyer or Proposed Buyer's Designee leases the Property
51 during the time of the Marketing Period and subsequently acquires the Property, of if the Property is
52 acquired by the Proposed Buyer or the Proposed Buyer's Designee directly or indirectly within
53 _____ days after termination of the Marketing Period, Seller agrees to compensate Buyer's
54 Broker as Provided in herein.
55

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

62 8. Seller shall complete and deliver to Buyer all disclosure reports required by law.
63

64 **SELLER HEREBY ACKNOWLEDGES THAT SELLER IS NOT**
65 **REPRESENTED BY A BROKER IN THIS TRANSACTION.**
66

67 SELLER IS CAUTIONED THT THIS DOCUMENT WILL BECOME A LEGALLY BINDING
68 DOCUMENT WHEN SIGNED BY ALL PARTIES AND DELIVERED, AND THEREFORE THE
69 SELLER MAY WISH TO SEEK LEGAL ADVICE PRIOR TO SIGNING IT.
70

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

Seller Initial _____ Seller Initial _____ Broker Initial _____ Broker Initial _____

Property Address: _____