



MAINSTREET ORGANIZATION OF REALTORS®
NON-EXCLUSIVE BUYER REPRESENTATION AGREEMENT



1 _____
2 BROKERAGE [PRINT OFFICE NAME] BUYER NAME [PRINT]
3 _____
4 DESIGNATED MANAGING BROKER NAME [PRINT] BUYER NAME [PRINT]
5 _____
6 DESIGNATED AGENT(S) NAME(S) [PRINT]

7 In consideration of the agreement with Brokerage to designate a licensee associated with Brokerage to act as the legal
8 agent of Buyer for the purpose of identifying and negotiating to acquire an interest in real estate for Buyer, Buyer hereby
9 grants to Brokerage the non-exclusive right to represent Buyer in such acquisition under the terms and provisions of this
10 Non-Exclusive Buyer Representation Agreement (Agreement).

11 1. Representation: Designated Managing Broker designates and Buyer accepts: _____
12 ("Buyer's Designated Agent(s)"), a licensee affiliated with Designated Managing Broker, as the only legal agent of Buyer
13 from Brokerage for the purpose of representing Buyer in the acquisition of real estate. Buyer understands and agrees that
14 neither Designated Managing Broker nor any other licensees associated with Brokerage (except as provided herein) will
15 be acting as legal agent of Buyer. The duties owed to Buyer as referred in the Illinois Real Estate License Act of 2000, as
16 amended, will only be owed to Buyer by the Designated Agent(s). The Designated Managing Broker and the Designated
17 Agent(s) will have only those duties to the Buyer which are required by statute and as set forth in this Agreement.
18 Designated Managing Broker reserves the right to appoint additional or substitute designated agent(s) for Buyer as
19 Designated Managing Broker deems necessary. Buyer shall be advised within a reasonable time of any such appointment.

20 Buyer agrees to work with Designated Agent(s) and Designated Managing Broker in the acquisition of property with the
21 understanding that Buyer's relationship is non-exclusive.

22 (____ / ____) Buyer represents that Buyer has not entered into any exclusive representation agreement that is
23 [BUYER(S) INITIALS] currently in effect and is cautioned that entering into any exclusive buyer representation agreement
24 during the term of this Agreement may subject Buyer to liability to more than one brokerage.

25 This Agreement shall be effective for the following area(s): _____
26 _____

27 The term "acquire" or "acquisition" (subject to the limitation of set forth hereinafter in the first sentence in Paragraph 13,
28 entitled "Failure to Close") shall include the execution of an agreement for the purchase, lease, exchange or option of an
29 interest in real estate by Buyer or anyone acting on Buyer's behalf. As referenced in the second sentence of said Paragraph
30 13, entitlement to compensation under this Agreement is not contingent upon the successful closing of the purchase, lease,
31 exchange or option of an interest in real estate by Buyer or anyone acting on Buyer's behalf.

32 2. Term: The term of this Agreement begins 12:01 A.M. Month: _____ Day: ____ Year: _____ and
33 terminates 11:59 P.M. Month: _____ Day: ____ Year: _____. If within _____ days after the
34 termination of this Agreement (the "Protection Period"), Buyer acquires any property resulting from the efforts of the
35 Designated Agent(s) as defined herein, then Buyer agrees to pay Brokerage the compensation provided for herein.
36 However, no compensation will be due to Brokerage if, during this Protection Period, Buyer enters into a new exclusive
37 buyer representation agreement with another brokerage.

38 (____ / ____) THE PARTIES UNDERSTAND AND AGREE THAT IT IS ILLEGAL FOR EITHER OF THEM
39 [BUYER(S) INITIALS] TO DISCRIMINATE ON THE BASIS OF RACE, AGE, COLOR, RELIGION, SEX,
40 ANCESTRY, ORDER OF PROTECTION STATUS, GENDER IDENTITY, MARITAL STATUS, PHYSICAL
41 OR MENTAL DISABILITY, FAMILIAL STATUS, NATIONAL ORIGIN, SEXUAL ORIENTATION,
42 MILITARY STATUS, DISHONORABLE DISCHARGE FROM THE MILITARY SERVICE, ARREST
43 RECORD, IMMIGRATION STATUS, PREGNANCY, SOURCE OF INCOME, OR ANY OTHER CLASS
44 PROTECTED BY THE ILLINOIS HUMAN RIGHTS ACT. THE PARTIES AGREE TO COMPLY WITH ALL
45 APPLICABLE FEDERAL, STATE, AND LOCAL FAIR HOUSING LAWS.

- 46 3. Designated Agent's(s') Duties:
47 1. To use Designated Agent's(s') best efforts to identify properties listed in the multiple listing service that meet Buyer's
48 general specifications relating to location, price, features and amenities.
49 2. To arrange for inspections of properties identified by Buyer as potentially appropriate for acquisition.
50 3. To advise Buyer as to the pricing of comparable properties.
51 4. To assist Buyer in the negotiation of a contract acceptable to Buyer for the acquisition of property.

- 52 5. To provide reasonable safeguards for confidential information that Buyer discloses to Designated Agent(s).
53 6. The Buyer is hereby notified and advised of the possibility that sellers or sellers' representatives may not treat the
54 existence, terms or conditions of offers as confidential unless confidentiality is required by law, by regulation or by
55 any confidentiality agreement between the parties.

56 **4. Designated Managing Broker Duties:**

- 57 1. To assist and advise Designated Agent(s) as necessary in Designated Agent's(s') work on Buyer's behalf.
58 2. To be available to consult with Designated Agent(s) as to Buyer's negotiations for the acquisition of real estate, who
59 will maintain the confidence of Buyer's confidential information.
60 3. To name one or more additional Designated Agents of Buyer, as needed.

61 **5. Buyer's Duties:**

- 62 1. To provide Designated Agent(s) with Buyer's general specifications for the real estate Buyer is seeking.
63 2. To work with Designated Agent(s) to identify, view and acquire real estate during the time that this Agreement is in force.
64 3. To supply relevant financial information that may be necessary to permit Designated Agent(s) to fulfill Agent's(s')
65 obligations under this Agreement.
66 4. To be available upon reasonable notice, at reasonable hours within any scheduled appointment time(s) to inspect
67 properties that seem to meet Buyer's specifications.
68 5. When Designated Agent's(s') efforts are made relating to a specific property, Buyer agrees to work exclusively with
69 Designated Agent(s) on said property.
70 6. To pay Brokerage according to the terms specified in this Agreement.

71 **6. Retainer Fee:** Buyer agrees to pay Brokerage a non-refundable retainer fee of \$ _____, due and payable upon
72 signing of this Agreement. Said retainer fee [CHECK ONE] shall shall not be applied towards any Brokerage Fee owed by
73 Buyer to Brokerage.

74 **7. Compensation:** Buyer acknowledges that compensation is not set by law and is fully negotiable. Compensation shall be
75 deemed to have been earned if, during the term of this Agreement or the Protection Period, Buyer or any assignee of Buyer or
76 any person/legal entity acting on behalf of Buyer, directly or indirectly enters into a contract to acquire real estate and such
77 contract results in a closed transaction, purchase, option, or exchange property due to the efforts of the Designated Agent(s) or
78 any assigned agent of Buyer Brokerage. Efforts of said Agent(s) shall include, but are not limited to, showing the property or
79 providing information that led Buyer to proceed with a contract which results in a closed transaction.

80 Buyer agrees to pay to Brokerage a fee of \$ _____ or ____ % of the purchase price [BROKERAGE FEE] at the time of
81 the closing of the property. Prior to showing any property, Designated Agent(s) will use every reasonable effort to determine
82 what, if any, compensation is being offered by the seller or seller's brokerage and will disclose such, as soon as practical.

83 In no event may MLS Participants receive compensation from any source that exceeds the amount or rate in this
84 Agreement. The Designated Managing Broker will make every effort to collect the compensation of the Brokerage Fee
85 from the seller or the seller's brokerage. Any amount offered by seller or seller's brokerage that does not satisfy the
86 Brokerage Fee may be negotiated between the Buyer and the seller in the purchase agreement or paid by Buyer directly to
87 Brokerage upon closing.

88 In the event of a lease, Buyer's Brokerage Fee shall be \$ _____. Designated Managing Broker will make every
89 effort to collect said Brokerage Fee from owner or listing brokerage.

90 **8. Possible Dual Agency:** The above-named Designated Agent(s) (hereinafter sometimes referred to as "Licensee") may
91 undertake a dual representation (represent both the seller or landlord and the buyer or tenant) for the sale or lease of the
92 Property. Buyer acknowledges he was informed of the possibility of this type of representation. Before signing this
93 document, Buyer must read the following:

94 Representing more than one party to a transaction presents a conflict of interest, since both clients may rely upon
95 Licensee's advice and the clients' respective interests may be adverse to each other. Licensee will undertake this
96 representation only with the written consent of ALL clients in the transaction. Any agreement between the clients as to a
97 final contract price and other terms is a result of negotiations between the clients acting in their own best interests and on
98 their own behalf. Buyer acknowledges that Licensee has explained the implications of dual representation, including the
99 risks involved, and understands that he has been advised to seek independent advice from advisors or attorneys before
100 signing any documents in this transaction.

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

- 102 1. Treat all clients honestly.
103 2. Provide information about the Property to the buyer or tenant.
104 3. Disclose all latent material defects in the Property that are known to Licensee.
105 4. Disclose financial qualification of the buyer or tenant to the seller or landlord.

- 106 5. Explain real estate terms.
- 107 6. Help the buyer or tenant to arrange for property inspections.
- 108 7. Explain closing costs and procedures.
- 109 8. Help the buyer compare financing alternatives.
- 110 9. Provide information about comparable properties that have sold so both clients may make educated decisions on what
- 111 price to accept or offer.

112 **WHAT A LICENSEE CANNOT DISCLOSE TO CLIENTS WHEN ACTING AS A DUAL AGENT:**

- 113 1. Confidential information that Licensee may know about the clients, without the client's permission.
- 114 2. The price or terms the seller or landlord will take other than the listing price without permission of the seller or landlord.
- 115 3. The price or terms the buyer or tenant is willing to pay without permission of the buyer or tenant.
- 116 4. A recommended or suggested price or terms the buyer or tenant should offer.
- 117 5. A recommended or suggested price or terms the seller or landlord should counter with or accept.

118 **If Buyer is uncomfortable with this disclosure and dual representation, please let Licensee know. Buyer is not required to**
119 **accept this section unless Buyer wants to allow the Licensee to proceed as a Dual Agent in this transaction.**

120 By checking "Yes" and initialing, Buyer acknowledges that Buyer has read and understands this section and voluntarily
121 consents to the Licensee acting as a Dual Agent (that is, to representing BOTH the seller or landlord and the Buyer or
122 tenant) should that become necessary.

123 Yes No (____ / ____) [BUYER(S) INITIALS]

124 **9. Representation of Sellers:** Buyer understands and agrees that as part of Brokerage's real estate business, Brokerage,
125 from time to time, represents sellers, and is required to enter into representation agreements with those sellers and, as
126 such, may designate certain of its licensees as sellers' representatives for the purpose of marketing and negotiating the
127 purchase of real estate listed with Brokerage or other real estate brokerage firms.

128 **10. Consent to Represent Other Buyers:** Buyer understands and agrees that Brokerage, Designated Managing Broker,
129 and Designated Agent(s) have no duty to represent only Buyer, and that Designated Agent(s) may represent other
130 prospective buyers who may be interested in acquiring the same property or properties that Buyer is interested in
131 acquiring. Buyer expressly waives any claims, including but not limited to, breach of statutory duty or breach of contract
132 based solely upon Brokerage's or Buyer's Designated Agent's(s') representation of another buyer who may be seeking to
133 acquire the same property as the Buyer. Designated Agent(s) is obligated to treat each buyer client honestly in the sharing
134 of any information related to those properties and is required to ensure that confidential information remains confidential.

135 **11. Previous Representation:** Buyer understands that Brokerage or Designated Agent(s) may have previously
136 represented the seller from whom Buyer wishes to purchase property. During that representation, Brokerage or Designated
137 Agent(s) may have learned material information about the seller that is considered confidential. Under the law, neither
138 Brokerage nor Designated Agent(s) may disclose any such confidential information to Buyer even though Brokerage and
139 Designated Agent(s) now represent Buyer.

140 **12. Amendments:** Should it be necessary to amend or modify this Agreement, facsimile or electronic signatures of all
141 parties to this Agreement are accepted as original signatures. This Agreement may be executed in multiple copies and
142 Buyer's signature herein acknowledges that Buyer has received a signed copy.

143 **13. Failure to Close:** If a seller or lessor in an agreement made with Buyer fails to close a transaction under such
144 Agreement with no fault on the part of Buyer, the Buyer shall have no obligation to pay the compensation provided for
145 herein. If such transaction fails to close because of any fault on the part of Buyer, the Brokerage Fee will not be waived
146 and will be due and payable immediately. In no case shall Brokerage or Designated Agent(s) be obligated to advance
147 funds for the benefit of Buyer in order to complete a closing.

148 **14. Disclaimer:** Buyer acknowledges that Brokerage and Designated Agent(s) are being retained solely as real estate
149 professionals, and not as attorneys, tax advisors, surveyors, structural engineers, home inspectors, environmental
150 consultants, architects, contractors, or other professional service providers. Buyer understands that such other professional
151 service providers are available to render advice or services to Buyer, if desired, at Buyer's expense.

152 **15. Costs of Third Party Services or Products:** Buyer agrees to reimburse Designated Managing Broker immediately
153 when payment is due and amounts paid by Designated Managing Broker on behalf of Buyer for the cost of any products
154 or services furnished by outside sources such as surveys soil tests, title reports and engineering studies.

155 **16. Indemnification of Designated Managing Broker:** Buyer agrees to indemnify Designated Managing Broker and
156 Designated Agent(s) and to hold Designated Managing Broker and Designated Agent(s) harmless from all claims,
157 disputes or litigation and all judgments, loss, damage, cost or expense, including attorneys' fees incurred by Designated

158 Managing Broker or Designated Agent(s), arising out of this Agreement, or the collection of fees or Compensation due
159 Brokerage pursuant to the terms and conditions of this Agreement or arising out of any misstatements or misinformation
160 provided to Designated Managing Broker or Designated Agent(s) by Buyer.

161 **17. Assignment by Buyers:** No assignment of Buyer's interest under this Agreement and no assignment of rights in real
162 property obtained for Buyer pursuant to this Agreement shall operate to defeat any of Brokerage's rights under this Agreement.

163 **18. Severability:** In case any one or more provisions of this Agreement shall, for any reason, be held to be invalid,
164 illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision
165 hereof, and this Agreement shall be construed as if such invalid, illegal, or enforceable provision had never been
166 contained herein.

167 **19. Modification of this Agreement:** No modification of any of the terms of this Agreement shall be valid or binding
168 upon the parties or entitled to enforcement unless such modification has first been reduced to writing and signed by the
169 parties. The parties represent that the text of this copyrighted form has not been altered and is identical to the Mainstreet
170 Non-Exclusive Buyer Representation Agreement dated August 2024.

171 **20. Entire Agreement:** This Agreement constitutes the complete understanding and entire Agreement between the Parties
172 relating to the subject thereof, and any prior agreements pertaining hereto, whether oral or written have been merged and
173 integrated into this Agreement. **This Agreement may not be terminated or amended prior to its termination date**
174 **without the express written consent of both Parties to this Agreement.**

175 **21. Mediation:** Any controversy or claim arising out of or relating to this Agreement or the breach thereof shall be
176 mediated in accordance with rules then pertaining of the American Arbitration Association.

177 Buyer hereby acknowledges receipt of a signed copy of this Agreement and attachments, if any. *[LIST ALL ATTACHMENTS]*:
178 _____

179 _____
180 DESIGNATED MANAGING BROKER *[SIGNATURE]*

BUYER *[SIGNATURE]*

181 _____
182 DATE

BUYER *[SIGNATURE]*

183 _____
184 DESIGNATED AGENT(S) *[SIGNATURE]*

CURRENT MAILING ADDRESS *[REQUIRED]*

185 _____
186 DATE

187 _____
188 OFFICE ADDRESS

DATE

189 _____
190 _____

PHONE FAX

191 _____
192 DESIGNATED AGENT PHONE FAX

E-MAIL ADDRESS

193 _____
194 OFFICE PHONE

FOR INFORMATION ONLY

195 _____
196 E-MAIL ADDRESS

BUYER'S ATTORNEY NAME

197 _____
198 _____

PHONE/E-MAIL ADDRESS