



ILLINOIS REALTORS®

TERMS OF NON-EXCLUSIVE BUYER REPRESENTATION (DESIGNATED AGENT)



If Buyer chooses to work with _____ (Brokerage Company hereinafter referred to as "Sponsoring Broker"), Sponsoring Broker shall designate the licensee below affiliated with Sponsoring Broker 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 Sponsoring Broker, Buyer agrees that the following will govern the terms of their working relationship:

1. Sponsoring Broker 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.
2. Buyer may terminate this non-exclusive representation relationship at any time.
3. 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 resource specifically identified by Buyer in writing that meet the Buyer's specifications relating to location, price, features, and amenities, as identified on the attached Buyers Information Checklist.
 - (b) Arrange for inspections of properties identified by the Buyer as potentially appropriate for acquisition.
 - (c) Advise Buyer as to the pricing of comparable properties.
 - (d) Assist Buyer in the negotiation of a contract acceptable to the Buyer for the acquisition of property unless Designated Agent is acting as a Disclosed Dual Agent.
 - (e) Provide reasonable safeguards for confidential information that the Buyer discloses to Buyer's Designated Agent.
 - (f) Other services: _____
4. Sponsoring Broker will:
 - (a) Provide Buyer's Designated Agent with assistance and advice as necessary 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 as to 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 Sponsoring Broker aware of Buyer's general specifications for real property.
 - (d) As needed, designate one or more licensees as designated agent(s) of Buyer.
5. 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.
 - (c) Be available upon reasonable notice and at reasonable hours to inspect properties that seem to meet Buyer's specifications.
6. 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 Section 15-15(b) of the Illinois Real Estate License Act regarding contemporaneous offers.
7. Sponsoring Broker and Buyer expect that Sponsoring Broker's compensation for services will be paid by the seller or the seller's sponsoring broker, for Sponsoring Broker's acting as a cooperating agent in bringing a buyer to the transaction. While Buyer will have no obligation to pay Sponsoring Broker, Buyer's Designated Agent remains obligated to provide the services in paragraph 3 during the term of this representation.
8. The Sponsoring Broker 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 the Buyer, if desired, at Buyer's expense.
9. PREVIOUS REPRESENTATION: Buyer understands that Sponsoring Broker and/or Designated Agent may have previously represented the seller from whom Buyer wishes to purchase the property. During the representation, Sponsoring Broker and/or Designated Agent may have learned material information about the seller that is considered confidential. Under the law, neither Sponsoring Broker nor Designated Agent may disclose any such confidential information to Buyer.
10. 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, 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.

Date copy furnished to Buyer: _____, Sponsoring Broker

By: _____

Authorized Signer

Date: _____