

59 and at reasonable hours to inspect Properties that are potentially appropriate for acquisition by Buyer; (d) identify to Buyer's Designated
60 Agent those specific Properties not in the MLS that Buyer would want to inspect; (e) otherwise cooperate with Buyer's Designated Agent in
61 its efforts to fulfill its obligations under this Agreement; and (f) pay Broker, or cause seller's listing broker or seller to pay Broker, the
62 Compensation set forth in Paragraph 3 of this Agreement.

63 **9. DISCLAIMER.** Buyer acknowledges and agrees that Broker and Buyer's Designated Agent are being retained solely as real estate
64 professionals and NOT as attorney, tax advisor, surveyor, structural engineer, home inspector, environmental consultant, architect,
65 contractor, or other professional service advisor. Buyer understands and agrees that such other professional service providers are available to
66 render advice or services to Buyer, if desired, at Buyer's expense.

67 **10. INDEMNIFICATION OF BROKER.** Buyer hereby indemnifies and holds Broker and Buyer's Designated Agent harmless from
68 and against any and all claims, disputes, litigation, judgments, costs, and legal fees arising from (i) misrepresentations by Buyer or other
69 incorrect or incomplete information supplied by Buyer; (ii) earnest money handled by anyone other than Broker; and (iii) injuries to persons
70 on the Property and/or loss or damage to the Property or any portions of the Property.

71 **11. ARBITRATION.** Any controversy or claim arising out of or relating to this Agreement, or the breach of this Agreement, shall be
72 settled by arbitration in accordance with the rules of the Chicago Association of REALTORS, and judgment upon the award rendered by the
73 arbitrator may be entered in any court having jurisdiction.

74 **12. LIMITATION ON BROKER'S LIABILITY.** Neither Broker nor Buyer's Designated Agent shall, under any circumstances, have
75 any liability pursuant to this Agreement which is greater than the amount of the Compensation paid to Broker by Buyer or seller's listing
76 broker or seller, as the case may be (and excluding any commission amount retained by the listing broker, if any).

77 **13. REAL ESTATE SETTLEMENT PROCEDURES ACT COMPLIANCE.** Buyer shall comply with the Real Estate Settlement
78 Procedures Act of 1974, as amended ("*Act*"), if applicable, and furnish all information required for compliance with the Act.

79 **14. DUAL REPRESENTATION.** By checking "yes" and writing its initials below, Buyer acknowledges and agrees that Buyer's
80 Designated Agent ("*Licensee*") may undertake a dual representation (represent both seller and buyer or landlord and tenant, as the case may
81 be) in connection with any acquisition of Property. Buyer acknowledges and agrees that Buyer has read the following prior to executing this
82 Agreement:

83 Representing more than one party to a transaction presents a conflict of interest since both parties may rely upon the Licensee's
84 advice and the parties' respective interests may be adverse to each other. The Licensee will undertake the representation of more
85 than one party to a transaction only with the written consent of ALL parties to the transaction. Any parties who consent to dual
86 representation expressly agree that any agreement between the parties as to any terms of the contract, including the final contract
87 price, results from each party negotiating on its own behalf and in its own best interest. Buyer acknowledges and agrees that (a)
88 Broker has explained the implications of dual representation, including the risks involved, and (b) Buyer has been advised to seek
89 independent counsel from its advisors and/or attorneys prior to executing this Agreement or any documents in connection with this
90 Agreement.

91 **WHAT A LICENSEE CAN DO FOR CLIENTS WHEN UNDERTAKING DUAL REPRESENTATION:**

92 1. Treat all clients honestly. 2. Provide information about the property to the purchaser or tenant. 3. Disclose all latent material
93 defects in the property that are known to the Licensee. 4. Disclose the financial qualification of Buyer to the seller or landlord. 5.
94 Explain real estate terms. 6. Help the Buyer arrange for property inspections. 7. Explain closing costs and procedures. 8. Help the
95 Buyer compare financing alternatives. 9. Provide information to seller or Buyer about comparable properties that have sold so both
96 clients may make educated decisions on what price to accept or offer.

97 **WHAT A LICENSEE CANNOT DO FOR CLIENTS WHEN UNDERTAKING DUAL REPRESENTATION:**

98 1. Disclose confidential information that the Licensee may know about either client without that client's express consent. 2.
99 Disclose the price the seller or landlord will take other than the listing price without the express consent of the seller or landlord.
100 3. Disclose the price the purchaser or tenant is willing to pay without the express consent of the purchaser or tenant. 4.
101 Recommend or suggest a price the Buyer should offer. 5. Recommend or suggest a price the seller or landlord should counter with
102 or accept.

103 Buyer acknowledges having read these provisions regarding the issue of dual representation. Buyer is not required to accept this Paragraph
104 14 unless Buyer wants to allow the Licensee to proceed as a dual agent ("*Dual Agent*") in this transaction. By checking "yes", initialing
105 below, and signing this Agreement, Buyer acknowledges that it has read and understands this Paragraph 14 and voluntarily consents to the
106 Licensee acting as a Dual Agent (that is, to represent BOTH the seller and purchaser or landlord and tenant, as the case may be) should it
107 become necessary. (**check one**) Yes No _____ (*Buyer initials*) _____ (*Buyer initials*).

108 **15. NONDISCRIMINATION. BROKER, ITS AGENTS AND EMPLOYEES AND BUYER'S DESIGNATED AGENT SHALL**
109 **NOT ACT IN ANY WAY TO INDUCE OR DISCOURAGE BUYER FROM ACQUIRING A PARTICULAR PROPERTY BASED ON**
110 **THE RACE, COLOR, RELIGION, NATIONAL ORIGIN, SEX, ANCESTRY, AGE, MARITAL STATUS, PHYSICAL OR MENTAL**
111 **HANDICAP OR FAMILIAL STATUS (OR ANY OTHER CLASS PROTECTED BY ARTICLE 3 OF THE ILLINOIS HUMAN**
112 **RIGHTS ACT) OF THE SELLER AND/OR BUYER. THE PARTIES TO THIS AGREEMENT AGREE TO COMPLY WITH ALL**
113 **APPLICABLE FEDERAL, STATE AND LOCAL FAIR HOUSING LAWS.**

Buyer Initials: _____ Buyer Initials: _____

Broker Initials: _____ Broker Initials: _____

114 **16. MISCELLANEOUS PROVISIONS.**

- 115 A. Amendments. No amendment or alteration of this Agreement shall be valid or binding unless made in writing and signed by
- 116 the Broker, Buyer's Designated Agent and Buyer.
- 117 B. Gender Neutral. Where applicable in this Agreement, the singular form of any word shall include the plural and the
- 118 masculine form shall include the feminine and neuter, and vice versa.
- 119 C. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators,
- 120 successors and assigns of the parties.
- 121 D. Days. Any reference in this Agreement to "day" or "days" shall mean business days, not calendar days, including Monday,
- 122 Tuesday, Wednesday, Thursday, and Friday, and excluding all official federal and state holidays.

123 **BUYER INFORMATION:**

124 Buyer's Signature: _____

125 Buyer's Signature: _____

126 Date: _____

127 Buyer's Name (print): _____

128 Address: _____

129 City: _____ State: _____ Zip: _____

130 Office Phone: _____

131 Home Phone: _____

132 Cell Phone: _____

133 Fax: _____

134 Buyer's Name (print): _____

135 Address: _____

136 City: _____ State: _____ Zip: _____

137 Office Phone: _____

138 Home Phone: _____

139 Cell Phone: _____

140 Fax: _____

141 Email Address: _____

BROKER INFORMATION:

Managing Broker's Signature: _____

Date: _____ ("*Effective Date*")

Brokerage Company Name (print): _____

Office Address: _____

City: _____ State: _____ Zip: _____

Office Phone: _____

Office MLS Identification Number: _____

Office Fax Number: _____

Email Address: _____

Designated Agent Name (print): _____

Designated Agent MLS Identification Number: _____

Office Address: _____

City: _____ State: _____ Zip: _____

Agent Direct Line: _____

Agent Cell Phone: _____

Agent Fax Number: _____

Agent Email Address: _____

Buyer Initials: _____ Buyer Initials: _____

Broker Initials: _____ Broker Initials: _____