



**ILLINOIS ASSOCIATION OF REALTORS
TERMS OF NON-EXCLUSIVE BUYER REPRESENTATION
(DESIGNATED AGENT)**



If Buyer chooses to work with _____ (Brokerage Company hereinafter referred to as "Broker"). Broker will designate a sales associate affiliated with 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 Broker, Buyer agrees that the following will govern the terms of their working relationship:

1. 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 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.
 - (e) Provide reasonable safeguards for confidential information that the Buyer discloses to Buyer's Designated Agent.
4. 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 his 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 sales associates affiliated with Broker aware of Buyer's general specifications for real property.
 - (d) As needed, designate one or more sales associates as designated agent(s) of Buyer.
5. Buyer Will:
 - (a) Work with Buyer's Designated Agent to identify and acquire real estate during the time that this Agreement is in force.
 - (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.
7. Broker and Buyer expect that Broker's commission will be paid by the seller or the seller's Broker, for Broker's acting as a cooperating agent. Buyer will have no obligation to pay Broker.
8. The 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 Broker and/or Designated Agent may have previously represented the seller from whom you wish to purchase the property. During the representation, Broker and/or Designated Agent may have learned material information about the seller that is considered confidential. Under the law, neither Broker nor designated Agent may disclose any such confidential information to you.
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, NATIONAL ORIGIN, SEX, ANCESTRY, AGE, MARITAL STATUS, PHYSICAL OR MENTAL HANDICAP, MILITARY STATUS, SEXUAL ORIENTATION, UNFAVORABLE DISCHARGE FROM MILITARY SERVICE, FAMILIAL STATUS 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: _____

By: _____