

59 Agent those specific Properties not in the MLS that Buyer would want to inspect; (e) otherwise cooperate with Buyer's Designated Agent in
60 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
61 Compensation set forth in Paragraph 3 of this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

Buyer Initials: _____ Buyer Initials: _____

Broker Initials: _____ Broker Initials: _____

113 **16. MISCELLANEOUS PROVISIONS.**

114 A. Amendments. No amendment or alteration of this Agreement shall be valid or binding unless made in writing and signed by
115 the Broker, Buyer's Designated Agent and Buyer.

116 B. Gender Neutral. Where applicable in this Agreement, the singular form of any word shall include the plural and the
117 masculine form shall include the feminine and neuter, and vice versa.

118 C. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators,
119 successors and assigns of the parties.

120 D. Days. Any reference in this Agreement to "day" or "days" shall mean business days, not calendar days, including Monday,
121 Tuesday, Wednesday, Thursday, and Friday, and excluding all official federal and state holidays.

122 **BUYER INFORMATION:**

BROKER INFORMATION:

Buyer's Signature: _____ Managing Broker's Signature: _____
Buyer's Signature: _____ Date: _____ ("*Effective Date*")
Date: _____

Buyer's Name (print): _____ Broker Company Name (print): _____
Address: _____ Office Address: _____
City: _____ State: _____ Zip: _____ City: _____ State: _____ Zip: _____
Office Phone: _____ Office Phone: _____
Home Phone: _____ Cell Phone: _____
Cell Phone: _____ Fax: _____
Fax: _____ Email Address: _____
Email Address: _____

Buyer's Name (print): _____ Designated Agent Name (print): _____
Address: _____ Designated Agent Number: _____
City: _____ State: _____ Zip: _____ Office Address: _____
Office Phone: _____ City: _____ State: _____ Zip: _____
Home Phone: _____ Office Phone: _____
Cell Phone: _____ Cell Phone: _____
Fax: _____ Fax: _____
Email Address: _____ Email Address: _____

Buyer Initials: _____ Buyer Initials: _____

Broker Initials: _____ Broker Initials: _____