



**Baird & Warner Residential Sales, Inc.**  
**EXCLUSIVE BUYER/TENANT REPRESENTATION AGREEMENT**

Thank you for the confidence you have shown in Baird & Warner Residential Sales, Inc. ("Baird & Warner"). We appreciate this opportunity to work with you. This form is presented to all Baird & Warner clients because it complies with Illinois law requiring agency disclosure. Baird & Warner believes exclusive buyer/tenant representation insures you the best service. Therefore, in consideration of Baird & Warner's designation of one of its sales associates to act as your designated agent ("Designated Agent") for the purpose of identifying and negotiating to acquire or lease real estate, you ("Buyer/Tenant") hereby grant to Baird & Warner the relationship set forth in Section 1 of this Agreement.

**1. Exclusive Representation and Designated Agency.** Buyer/Tenant understands that this exclusive right to represent Buyer/Tenant ("Exclusive Representation") means that if within the term of this Agreement Buyer/Tenant enters into a contract to purchase, lease, exchange, or option any property, whether through the efforts of Buyer/Tenant, a real estate agency other than Baird & Warner, or other third party (i.e. a builder or a "for sale by owner"), Buyer/Tenant will be obligated to compensate Baird & Warner pursuant to Section 6 of this Agreement. This Agreement shall be effective for the following area: \_\_\_\_\_

Baird & Warner designates and Buyer/Tenant accepts TONY LAZZARI as Buyer/Tenant's Designated Agent for the purpose of representing Buyer/Tenant in the acquisition or lease of real estate. Buyer/Tenant understands and agrees that neither Baird & Warner nor any other sales associates affiliated with Baird & Warner, except as provided for in this Agreement, will be acting as legal agent of Buyer/Tenant. Baird & Warner may appoint a substitute designated agent for Buyer/Tenant, as Baird & Warner deems necessary, and shall advise Buyer/Tenant in writing of any substitution.

**THE PARTIES AGREE NOT TO DISCRIMINATE AGAINST ANY PROSPECTIVE SELLER OR LESSOR BECAUSE OF THE RACE, COLOR, RELIGION, NATIONAL ORIGIN, SEX, ANCESTRY, AGE, MARITAL STATUS, HANDICAP, MILITARY STATUS, SEXUAL ORIENTATION, UNFAVORABLE MILITARY DISCHARGE, FAMILIAL STATUS, ORDER OF PROTECTION, 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.** \_\_\_\_\_ **BUYER/TENANT'S INITIALS**

**2. Term.** This Agreement shall begin on \_\_\_\_\_ and be in effect until the termination date of \_\_\_\_\_ and may be extended by written agreement of the parties. This Agreement may be terminated prior to the termination date only by written agreement of the parties. If within 90 days after the termination of this Agreement ("the Protection Period"), Buyer/Tenant enters into a contract to purchase or lease any property within the area set forth in Section 1 then Buyer/Tenant agrees to pay Baird & Warner the compensation provided for in Section 6. However, no compensation will be due to Baird & Warner if, during this Protection Period, Buyer/Tenant enters into a written exclusive representation agreement with another broker.

- 3. Duties of Designated Agent:**
- (a) To use Designated Agent's best efforts to identify properties listed in multiple listing services that meet Buyer/Tenant's specifications;
  - (b) To arrange for Buyer/Tenant's viewings of properties identified by Buyer/Tenant or Designated Agent as potentially appropriate for acquisition or lease;
  - (c) To advise Buyer/Tenant as to the pricing of comparable properties;
  - (d) To assist Buyer/Tenant in developing, communicating, negotiating, and presenting offers, counteroffers, and notices that relate to offers and counteroffers until a lease or purchase agreement is signed and all contingencies are satisfied or waived;
  - (e) To accept delivery of and present to Buyer/Tenant counteroffers relating to the property Buyer/Tenant seeks to purchase or lease;
  - (f) To answer Buyer/Tenant's questions relating to offers, counteroffers, notices, and contingencies;
  - (g) To provide reasonable safeguards for confidential information that Buyer/Tenant discloses to Designated Agent.

- 4. Duties of Baird & Warner:**
- (a) To provide Designated Agent with assistance and advice as necessary relating to Designated Agent's work on Buyer/Tenant's behalf, while maintaining the confidence of Buyer/Tenant's confidential information;
  - (b) To make other Baird & Warner sales associates aware of Buyer/Tenant's general real estate specifications;
  - (c) As needed, to designate one or more sales associates as Designated Agents.

- 5. Duties of Buyer/Tenant.**
- (a) To provide Buyer/Tenant's specifications for real estate to Designated Agent;
  - (b) To work exclusively with Designated Agent to identify and acquire or lease real estate during the term of this Agreement;
  - (c) To supply relevant financial information necessary to permit Designated Agent to fulfill Agent's obligations under this Agreement;
  - (d) To be available upon reasonable notice and at reasonable hours to view properties that meet Buyer/Tenant's specifications;
  - (e) To pay Baird & Warner according to the terms specified in Section 6 of this Agreement.

**6. Compensation.** Baird & Warner and Buyer/Tenant expect that seller/landlord or his/her broker will pay Baird & Warner, as cooperating broker, a commission on the purchase or lease of property in the following amounts: a) on a purchase, an amount no less than 3% of the purchase price and/or b) on a lease, an amount no less than one-half month's rent of the initial lease term and one-half month's rent on any renewal terms. However, if Baird & Warner is not compensated by seller/landlord or his/her broker in these amounts, then Buyer/Tenant agrees to pay Baird & Warner these amounts or the difference between these amounts and the compensation offered by seller/landlord or his/her broker. In addition, Buyer/Tenant shall compensate Baird & Warner in these amounts if: a) during the term of this Agreement or the protection period, Buyer/Tenant enters into a written agreement to acquire or lease real estate and b) at any time, during or after the term of this Agreement or the protection period, such agreement results in a closed transaction.

**7. Representing Other Buyers/Tenants.** Buyer/Tenant understands that during the time that Designated Agent represents Buyer/Tenant, he/she may also represent other prospective buyers/tenants who may be interested in acquiring the same property or properties that Buyer/Tenant is interested in acquiring.

**8. Previous Representation.** Buyer/Tenant understands that Baird & Warner and/or Designated Agent may have previously represented a seller/landlord from whom Buyer/Tenant wishes to purchase/lease property. During that representation, Baird & Warner and/or Designated Agent may have learned confidential information. Under the law, neither Baird & Warner nor Designated Agent may disclose any such confidential information to Buyer/Tenant even though Baird & Warner and Designated Agent now represent Buyer/Tenant.

**9. Dual Agency.** Illinois law requires that Baird & Warner and Designated Agent provide you with the following disclosure regarding dual agency. Please read this disclosure, as written by the State of Illinois, and sign where indicated below:

*Seller/Landlord and Buyer/Tenant may appoint Designated Agent to undertake dual representation (represent both Buyer/Tenant and Seller/Landlord) for the sale and purchase of the Seller/Landlord's property. Buyer/Tenant acknowledges that he has been informed of the possibility of this type of representation and, before signing this document, has read the following:*

*Representing more than one party to a transaction presents a conflict of interest since both clients may rely upon Designated Agent's advice and the clients' respective needs may be adverse to each other. Designated Agent will undertake this representation only with the written consent of all clients in the transaction. Any agreement between the clients as to a final contract price and other terms is a result of negotiations between the clients acting in their own best interests and on their own behalf. Seller/Landlord and Buyer/Tenant acknowledge that Designated Agent has explained the implications of dual representation, including the risks involved, and understands that Seller/Landlord and Buyer/Tenant have been advised to seek independent advice of advisors or attorneys before signing any documents in this transaction.*

**WHAT A DESIGNATED AGENT (LICENSEE) CAN DO FOR CLIENTS WHEN ACTING AS A DUAL AGENT:**

1. Treat all clients honestly.
2. Provide information about the property to Buyer/Tenant.
3. Disclose all latent material defects in the property that are known to Designated Agent (Dual Agent).
4. Disclose financial qualifications of Buyer/Tenant to Seller/Landlord.
5. Explain real estate terms.
6. Help Buyer/Tenant arrange for property inspections.
7. Explain closing costs and procedures.
8. Help Buyer/Tenant compare financing alternatives.
9. Provide information about comparable properties that have sold so both clients may make educated decisions on what price to offer or accept.

**WHAT A DESIGNATED AGENT (LICENSEE) CANNOT DISCLOSE TO CLIENTS WHEN ACTING AS A DUAL AGENT:**

1. Confidential information that Licensee may know about the clients, without the clients' written permission.
2. The price or terms Seller/Landlord will take other than the listing price, without the written permission of Seller/Landlord.
3. The price or terms Buyer/Tenant is willing to pay, without the written permission of Buyer/Tenant.
4. A recommended or suggested price or terms that Buyer/Tenant should offer to Seller/Landlord.
5. A recommended or suggested price or terms that Seller/Landlord should counter with or accept from Buyer/Tenant.

**Buyer/Tenant and Seller/Landlord are not required to accept Dual Agency unless Buyer/Tenant and Seller/Landlord want Licensee to proceed as a Dual Agent in this transaction. By checking "Yes" and signing below, Buyer/Tenant acknowledges that he has read, understands and voluntarily accepts Designated Agent acting as Dual Agent (that is, representing BOTH Buyer/Tenant and Seller/Landlord).**

**Yes, I/We accept Dual Agency**

**No, I/We decline Dual Agency**

Buyer/Tenant \_\_\_\_\_

Buyer/Tenant X \_\_\_\_\_

**10. Failure to Close and Cost of Other Products and Services.** If a seller/landlord fails to close after executing a purchase agreement, through no fault on the part of Buyer/Tenant, Buyer/Tenant has no obligation to pay the commission provided for in Section 6. If a transaction fails to close because of any fault on the part of Buyer/Tenant, Baird & Warner will not waive its commission, which will be due and payable immediately. In no case shall Baird & Warner or Designated Agent advance funds for the benefit of Buyer/Tenant in order to complete a closing. Neither Baird & Warner nor Designated Agent are responsible for payment for any products or services furnished by outside sources on Buyer/Tenant's behalf, such as surveys, soil tests, title reports or engineering studies

**11. Disclaimer.** Buyer/Tenant acknowledges that Baird & Warner and Designated Agent are being retained solely as real estate professionals, not as attorneys, tax advisors, surveyors, structural engineers, home inspectors, environmental consultants, architects, contractors, or other professional service providers. Buyer/Tenant understands that such other professional service providers are available to render advice or services to Buyer/Tenant, if desired, at Buyer/Tenant's expense.

**12. Collection of Commission.** If Baird & Warner prevails in any action or suit to enforce any provision or right under this Agreement to collect fees or commissions, Buyer/Tenant agrees to pay Baird & Warner all reasonable attorneys' fees, court costs and litigation expenses incurred by Baird & Warner in such action or suit.

**13. Assignment by Buyer/Tenant.** No assignment of Buyer/Tenant's interest under this Agreement and no assignment of rights in real property obtained for Buyer/Tenant pursuant to this Agreement shall operate to defeat any of Baird & Warner's rights under this Agreement.

**14. Modification of this Contract.** No modification of any of the terms of this Agreement shall be valid and binding upon the parties or entitled to enforcement unless such modification has first been reduced to writing and signed by the parties.

**15. Entire Agreement.** This Agreement constitutes the entire agreement between the parties, and any prior agreements whether oral or written have been merged into this Agreement. This Agreement may be executed in multiple copies and Buyer/Tenant's signature hereon acknowledges that Buyer/Tenant has read it, signed it and received a signed copy.

**THE FOLLOWING SECTION MUST BE COMPLETED**

Print Buyer/Tenants' Names _____	
Buyer/Tenant's Signature _____	Baird & Warner Residential Sales, Inc.
Telephone (Work) _____	By: _____
Buyer/Tenant's Signature _____	Date _____ Office Naperville 545
Telephone (Work) _____	Print Name(s) of Designated Agent(s)
Address _____	<u>TONY LAZZARI</u>
Email _____	_____
Telephone (Home) _____	_____
Date _____	Email <u>TONY.LAZZARI</u> @bairdwarner.com

**PLEASE PROCEED TO PAGE 4 AND COMPLETE THE DISCLOSURE FORM**



**Baird & Warner Residential Sales, Inc.**  
**DISCLOSURE STATEMENT OF AFFILIATED BUSINESS ARRANGEMENT**  
**Notice required under RESPA 24 CFR Part 3500.15**

Thank you for the confidence you have shown in Baird & Warner Residential Sales, Inc. ("Broker"). This form is presented to all clients as required by law, giving you notice that Baird & Warner Real Estate, Inc. ("Real Estate"), the company that owns Broker, also owns all but one of the companies listed below and that these companies have business relationships with one another. Because of this mutual ownership and/or these business relationships, the referral of business to these companies may provide a financial or other benefit to Real Estate, Broker and/or these other companies. **You are not required to use the services of any of these companies. You may be able to obtain these services at lower rates by shopping for other settlement service providers.**

- **Baird & Warner Home Services, Inc.:** This Company, owned by Real Estate, helps home buyers and sellers find ownership and maintenance services, like movers, contractors and landscapers. A representative may contact you to describe available services. You will not be charged any fee for this service.
- **American Home Shield ("AHS"):** This Company is not owned by Real Estate or Broker but pays Broker a marketing fee for promoting its products and services. AHS provides buyers and sellers with limited home warranty products. Sellers are eligible to receive a 180-day no obligation AHS limited home warranty, as described in the AHS brochure, which Sellers' Designated Agents provide to Sellers.
- **Baird & Warner Title Services, Inc.:** The sale of your home will require you to purchase title insurance for your buyer. This company, owned by Real Estate, provides title, closing and escrow services to buyers and sellers. While rates may vary and are subject to change, its current estimated charges or range of charges for settlement of mortgage loans is as follows: Sellers' costs include owner's title insurance policy ranging from \$940 to \$2,720 for properties sold for up to \$1 million. Property sold for over \$1 million incur greater charges. These charges relate only to Seller. There may be additional charges to others, like buyers, who choose to utilize Baird & Warner Title Services. On purchase transactions, buyers' costs include charges for services such as a residential closing fee (ranging from \$595 to \$835 or above, depending upon sales price), the issuance of a mortgage policy (\$340, when issued simultaneously with an owner's policy) and lender requested endorsements (\$140 a piece). On refinance transactions, a special rate is available to customers of Key Mortgage Services, d/b/a Baird & Warner Financial Services: \$300 for mortgage title policy and a \$250 closing fee on mortgages up to \$500,000. All charges may be revised if any unusual circumstances occur, unusual risks are insured over, and/or lenders require special endorsements that extend coverage.
- **Baird & Warner Financial Services:** This Company, owned by Real Estate and a d/b/a of Key Mortgage Services, Inc., provides mortgage brokerage and lending services to buyers. While rates may vary and are subject to change, its current estimated charge or range of charges for settlement of mortgage loans is as follows: Credit Report \$50; Processing Fee \$250 to \$1,030; Appraisal Fee \$300 to \$800; Underwriting Fee \$395 to \$550; Loan Discount/Origination and/or Mortgage Brokerage Fee 0% to 3%. Any or all of these fees may not apply to a given transaction. As a lender, this company is allowed to require the use of an attorney, credit reporting agency, or real estate appraiser to represent its interests.

Signature \_\_\_\_\_

Date \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_