COMPASS

Exclusive Buyer/Tenant Representation Agreement

This agreement (this "***Agreement***") is dated as of _____, 20__ (the "***Effective Date***") between Compass Illinois, Inc. d/b/a Compass, ("***Compass***"), as your exclusive broker, and_____ ("***Client***" or "***You***"). This Agreement will explain Compass's role and how Compass will function in the leasing or purchasing process, as the case may be. Client hereby grants Compass the exclusive right to locate a Property, as defined below, for Client to purchase or lease in accordance with the terms of this Agreement. Each of Compass and Client are individually referred to herein as a "***Party***" and collectively as the "***Parties***."

1. Location of Properties; Compass's Services; Client's Designated Agent. Client hereby appoints Compass as Client's exclusive agent for the purpose of assisting Client in locating and purchasing/leasing real property in the following area(s)_____ (each a "Property"). Compass and Client agree that _____ and _____, each a sponsored licensee of Compass ("***Agent***"), is Client's designated Agent under this Agreement with Compass, and neither Compass nor other sponsored licensees of Compass will be acting as agent for the Client. Compass, through the Agent, will work with you to identify properties that meet your specifications relating to location, price, features, and amenities, and locate and present such Properties to you. In addition, the Agent will: **(a)** specifically represent your interests; **(b)** arrange for and show Properties that Client identifies and reports to Agent as appropriate; **(c)** consult with Client regarding the value of Properties of interest; **(d)** prepare a contract for purchase under Client's direction; in the case of a purchase or prepare a lease, under Client's direction, in the case of a rental; **(e)** negotiate on your behalf; **(f)** safeguard any confidential information that Client discloses; **(g)** disclose to Client the amount of compensation Compass will receive in the event a sale is consummated or a lease is executed; and **(h)** assist Client with various services needed to finalize the transaction. Client understands and agrees that if Buyer acquires any Property, whether through Client's own efforts, Compass or its agents, another real estate brokerage, or other third party, Client will pay Compass pursuant to Paragraph 4 of this agreement.

DISCLAIMER. Client acknowledges that Agent and Compass are real estate agents and brokers only, and not attorneys, tax advisors, lenders, mortgage brokers, appraisers, surveyors, structural engineers, home inspectors, environmental consultants, architects, contractors, or other service providers. Agent or Compass may refer such a service provider to Client, at Client's request and expense, and neither Agent nor Compass shall be liable for or act as a guarantor of such services. Neither Agent nor Compass shall have any obligation to discover latent defects in any Property.

2. Client's Duties and Commitment to Agent. Because Agent is compensated only in the event of a successful transaction, Agent will greatly appreciate your cooperation and loyalty. Client agrees to (i) provide Compass with their purchasing priorities and timely consider properties selected by Compass or Client, (ii) submit through Compass any offers to purchase or acquire property, and (iii) provide accurate and relevant personal information to Compass. Client represents and covenants that no exclusive buyer representation agreement is currently in effect pertaining to Client and that Client will not enter into such an agreement with any other broker during the "Term," as hereinafter defined.

3. Compass' Duties. The duties owed to Client by Designated Agent(s) are as referred to in the Illinois Real Estate License Act of 2000, as amended.

4. Compensation.
Commissions are negotiable and are not set by law.

(A) **Commission**. (SELECT ONE):

☐ Client agrees to pay Compass 3.5% (three and one half percent) of the gross purchase price, plus $495, as compensation for services provided to Client in Client's acquisition of real estate.

☐ Client agrees to pay Compass $_____as compensation for services provided to Client in Client's acquisition of real estate.

☐ Client agrees to pay Compass (describe here in objectively ascertainable terms)

_____

_____

_____

If the seller is offering the compensation stated in this section 4, Compass shall seek payment directly from the seller. In the event the compensation offered to Compass by the seller is less than the compensation in this section 4, Client agrees to compensate Compass the difference between the compensation paid by the seller and the compensation. In the event that the compensation is not paid by the seller, Client understands Client is responsible to pay Compass the compensation in this section 4. The commission shall be paid at closing for a purchase transaction or in the case of a lease upon the execution of a lease.

This section applies if Client enters into a contract to acquire real estate during the Term and such contract results in a closed transaction. Any modifications to this section, including the compensation to be paid to Compass, can be accomplished by written agreement of the Parties.

Compass may not receive compensation from any source that exceeds the amount or rate agreed to with Client.

(B) **Protection Period**: If within ____ days ("Protection Period") after the termination of this Agreement, Client acquires any property to which Client was introduced by Client's Designated Agent, then Client agrees to pay Compass the compensation provided for in this Section. However, no compensation will be due to Compass if, during this Protection Period, Client enters into a separate exclusive buyer representation agreement with another broker.

(C) **Lease Commission**: If Client leases Property or enters into a lease/purchase contract during the Term, or as otherwise set forth herein, this Agreement, and the landlord does not agree to pay Compass leasing commission, then Client shall pay to Compass for the duration of the lease, including all renewals and extensions, ☐ a commission equal to_____ percent (__%) of the yearly lease amount, ☐ 1/2 month's rent for each one-year lease term. OR ☐ a $_____flat fee commission (check one) ("Rental Compensation").

(D) **Payment by Multiple Parties**: Client understands and agrees that Compass may be paid by more than one party (Buyer/Seller or Landlord/Tenant) in the same transaction of a Property.

5. **Retainer**. Client agrees to pay Compass a retainer of $_____ upon execution of this Agreement, to be credited to the compensation Client agrees to pay Compass at closing in section 4(A) above.

6. **Term**. The term of this Agreement (the "***Term***") shall begin on the Effective Date and shall terminate ____months from the Effective Date (the "***Termination Date***"). The Term may be extended by mutual written agreement of the Parties. This Agreement may not be terminated or amended prior to the Termination Date without the express written consent of both Parties. If Client terminates the agreement prior to the Term, Client shall pay Compass a fee of $_____. If prior to expiration of the Term, Client has entered into an Agreement of Sale for a Property, the ending date of this Agreement shall be extended to the earlier of (i) the termination of the applicable Purchase Contract, or (ii) the date on which the settlement occurs under the Purchase Contract.

7. **Other Buyers/Lessees**. Agent, as well as other agents at Compass, may represent or work with other buyers or lessees who may be interested in acquiring the same Property or properties that Client has an interest in acquiring. At all times, Agent is required to treat Client honestly and to maintain confidential information as confidential. Client consents to Agent's and Compass's representation of such other buyers or lessees, as the case may be, before, during and after the termination of this Agreement and expressly waives any claims including, but not limited to, breach of duty or breach of contract based solely upon Agent's or Compass's representation or assistance of other buyers or lessees who may be interested in buying or leasing such Property.

8. **Disclosure and Consent to Dual Agency**. **NOTE TO CLIENT: THIS SECTION SERVES THREE PURPOSES. FIRST, IT DISCLOSES THAT AGENT, COMPASS, OR BOTH, MAY POTENTIALLY ACT AS A DUAL AGENT, THAT IS, REPRESENT MORE THAN ONE PARTY TO THE TRANSACTION. SECOND, THIS SECTION EXPLAINS THE CONCEPT OF DUAL AGENCY. THIRD, THIS SECTION SEEKS CLIENT'S CONSENT TO ALLOW AGENT AND COMPASS TO ACT AS A DUAL AGENT. AGENT OR COMPASS, OR BOTH, LEGALLY MAY ACT AS A DUAL AGENT ONLY WITH CLIENT'S CONSENT. BY CHOOSING TO INITIAL THIS SECTION OF THIS AGREEMENT, CLIENT'S CONSENT TO DUAL AGENCY REPRESENTATION IS PRESUMED.**

Agent and Compass, and any subsequent successor or assign of Agent or Compass, may undertake a dual representation

(represent both seller/landlord and buyer/tenant, as the case may be) for the lease or sale of real estate. Client acknowledges that Client was informed of the possibility of this type of representation. Before signing this Agreement, Client acknowledges that Client has read the following: representing more than one party to a transaction presents a conflict of interest since both clients may rely upon Agent's or Compass's advice and such client's respective interests may be adverse to each other. Agent and Compass will undertake this representation only with the written consent of ALL clients in the transaction. Any agreement between the clients as to a final rental or price and other terms is a result of negotiations between the clients acting in their best interests and on their own behalf. Client acknowledges that Agent or Compass has explained the implications of dual representation, including the risks involved, and understands that Client has been advised to seek independent advice from Client's advisors or attorneys before signing any documents in a transaction.

DUAL AGENCY CONFIRMATION (Initial One): _____Yes _____No

9. **Fair Housing Act**. IT IS ILLEGAL FOR AGENT OR COMPASS TO REFUSE TO DISPLAY, SHOW, OR REFUSE TO NEGOTIATE FOR THE LEASE / PURCHASE OF, OR OTHERWISE MAKE UNAVAILABLE OR DENY, REAL ESTATE TO ANY PERSON BECAUSE OF ONE'S MEMBERSHIP IN A PROTECTED CLASS, e.g.: RACE, COLOR, RELIGION, NATIONAL ORIGIN, SEX, ANCESTRY, AGE, MARITAL STATUS, PHYSICAL OR MENTAL DISABILITY, FAMILIAL STATUS, OR ANY OTHER CLASS PROTECTED BY THE FAIR HOUSING ACT AND ARTICLE 3 OF THE ILLINOIS HUMAN RIGHTS ACT. THE PARTIES AGREE TO BE BOUND BY THE PROVISIONS OF STATE AND LOCAL (CITY AND/OR COUNTY) HUMAN RIGHTS OR FAIR HOUSING ORDINANCES IF ANY AND AGREE TO COMPLY WITH THE SAME.

10. **Indemnification**. Client hereby indemnifies and holds Agent, Compass and Compass's agents harmless from any and all claims, disputes, litigation, judgments, costs and legal fees arising from misrepresentations by Client or other incorrect information supplied by Client or the collection of fees or compensation due Compass pursuant to the terms and conditions of this Agreement.

11. **Limitation of Liability**. Except for Compass's willful misconduct, Compass's liability for any breach or negligence in its performance of its duties under this Agreement shall be limited to the amount of compensation actually received by Compass under this Agreement.

12. **Authority**. Client represents that Client is authorized to enter into this Agreement.

13. **Dispute Resolution**. Any dispute, controversy or claim arising out of or relating to this Agreement or the breach of this Agreement by either party, shall be arbitrated in accordance with the rules of the American Arbitration Association, Chicago, Illinois.

14. **Wire Fraud**. If, at any time, you receive an email communication that (i) requests sensitive financial information or provides wire transfer instructions, and (ii) purports to come from Agent, a Compass representative, or other third party, it may be fraudulent. Do not wire money without verbally verifying the wire instructions with your Designated Agent/Compass Representative and confirming with the intended recipient. Compass is not responsible for and will be held harmless for any fraudulent wire transfer.

WIRE FRAUD DISCLAIMER CONFIRMATION (Client(s) Initials): _____

15. **Miscellaneous**. This Agreement: (a) represents the entire agreement between the Parties, (b) is binding upon all successors and assigns; (c) except for assignments or transfers by Compass to affiliates, cannot be transferred or assigned by either Party without the other Party's written consent; (d) is governed by Illinois state law; (e) may be executed in one or more counterparts, including via electronic signatures and (e) shall be deemed to have been negotiated and prepared jointly by the Parties. If a provision of this Agreement is deemed invalid, illegal or otherwise unenforceable, the remaining provisions of this Agreement shall in no way be affected.

[SIGNATURE PAGE FOLLOWS]

Please sign below as confirmation of your agreement, retain a copy, and return a copy to Compass.

CLIENT

_____
Name:_____
Date:_____

CLIENT

_____
Name:_____
Date:_____

COMPASS ILLINOIS, INC.

_____
Authorized Representative:_____
Date:_____

COMPASS AGENT

_____
Name:_____
Date:_____

COMPASS AGENT

_____
Name:_____
Date:_____

AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT

To: Clients Name: _____
From: Broker 2 Broker LLC
Date:

This is to give you notice that Broker2Broker has a business relationship with Ben Lalez LLC DBA the Ben Lalez Team or the BLTeam (collectively, "Affiliates"). Specifically, Broker2Broker DBA Six Corners Insurance Services and certain employees or agents of Broker2Broker may have ownership interests or other financial arrangements with these affiliates.

Because of these relationships, any referral may provide Broker2Broker, Ben Lalez LLC, or their respective employees and agents with a financial or other benefit.

You are **NOT** required to use the listed provider(s) as a condition for the purchase, sale, or refinance of the subject property. **THERE ARE FREQUENTLY OTHER PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND RATES FOR YOUR NEEDS.**

Provider	Settlement Service	Estimated Charge or Range of Charges
Broker 2 Broker	Property and Casualty insurance	Up to $99 one time origination fee Up to 7.5% of Annual Premium (paid by Insurance carrie (i.e. Travelers, Geico, AllState etc.)

ACKNOWLEDGEMENT

BROKER2BROKER

I/we have read this disclosure form and understand that Broker2Broker may refer me/us to purchase the above-described service(s), and that Broker2Broker, Compass, Ben Lalez LLC (BLTeam), and their respective employees and agents, including potentially the agent representing me/us in this transaction, may receive a financial or other benefit as a result of any such referral.]

Signature:

Date Signed:

Signature:

Date Signed:

COMPASS

AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT

To: _____ From: Compass

Property: _____ Date: _____

This is to give you notice that Compass, Inc. and its affiliated brokerages ("Compass"),[1] have a business relationship with Proper Title, LLC ("Proper Title"), Proper Rate, LLC ("Proper Rate"), and OriginPoint LLC ("OriginPoint") (collectively, the "Affiliated Companies") and each may refer to you the services of another. Specifically, Compass Inc. indirectly owns 100% of Proper Title, 49.9% of Proper Rate and 49.9% of OriginPoint.

Because of these relationships, the referral of a customer (including you) by any of the Affiliated Companies to another may provide the referring company and/or its affiliates with a financial or other benefit.[2]

Set forth below is the estimated charge or range of charges for the settlement services listed. You are NOT required to use the listed provider(s) as a condition for settlement of your loan on or purchase, sale or refinance of the subject property. THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

Provider	Service	Estimated Charge or Range of Charges
Proper Title, LLC	**Title Insurance**	TItle Insurance: $300 to $19,000 Endorsement Fees: $50 to $5,000 Closing Fees: $350 to $20,000 Other Processing Fees: $125 to $5,000 based on the type of closing and applicable fees Additional fees may apply.
Proper Rate, LLC	**Loan Products and Services**	Origination Fees (Application, Commitment, Lender, Processing, Origination): $1,640.00 Discount Fee/Points: 0 – 3% of loan amount. Additional third-party fees may apply.
OriginPoint LLC		

ACKNOWLEDGEMENT

I/we have read this disclosure form, and understand that the Affiliated Companies may refer me/us to purchase the above-described settlement service(s) from one another, and that such referrals may provide the referring company and/or its affiliates with a financial or other benefit as the result of any such referral.

_____ _____

Signature Date Signature Date

[1] Compass-affiliated brokerages generally use names or trade names which include the word "Compass" or "@properties | Christie's International Real Estate."

[2] Note that certain employees and real estate agents of Compass and Compass affiliates, including potentially the real estate agent providing you with this disclosure and/or representing you in this transaction, may own stock in Compass, Inc.

DISCLOSURE REGARDING ZILLOW, AGENT COMPENSATION, AND LENDING OPTIONS

1. Our Relationship With Zillow

We participate in **Zillow's "Zillow Preferred" program**, a marketing and referral program operated by Zillow Group, Inc.

If you contacted us through Zillow, **Zillow may receive a referral fee from us if you purchase a home with our assistance**.

- This referral fee is **paid by us to Zillow**
- It is **not paid by you**
- It **does not change the price of the home**
- It **does not change your commission or closing costs**

The referral fee Zillow receives is typically **approximately [X%] of the total commission paid to our brokerage** in connection with your transaction.

2. How This May Affect Incentives

Because Zillow receives a referral fee when a transaction closes, **Zillow has a financial interest in the success of transactions involving agents participating in its programs**, including Zillow Preferred.

We disclose this so you are aware that:

- Zillow is not a neutral platform
- Zillow may promote or route consumer inquiries to agents who participate in its programs
- Zillow benefits financially if you complete a transaction with a participating agent

3. Zillow Home Loans (ZHL) Relationship Disclosure

Zillow also owns and operates **Zillow Home Loans (ZHL)**, a mortgage lending company.

Zillow may:

- Display ZHL alongside agents on its website
- Encourage or suggest that consumers consider ZHL for pre-approval or financing
- Track whether consumers engage with ZHL

Zillow requests that 10% or more of our consumers fed by Zillow get a pre-approval with ZHL. You are not required to use Zillow Home Loans.

You are free to:

- Use **any lender of your choosing**
- Decline ZHL entirely
- Change lenders at any time

Your choice of lender **will not affect**:

- Our willingness to represent you
- Our level of service

- Your access to properties
- Our negotiation strategy
- Our compensation from you

4. No Exclusive Lending Arrangement

We do **not** have an exclusive arrangement with Zillow Home Loans.

- We receive **no direct payment, rebate, or thing of value from ZHL** for referring you
- Our compensation as your agent is **not increased or decreased** based on whether you use ZHL
- We do not condition representation on your lender choice

5. Your Acknowledgment of Choice

By proceeding, you acknowledge that you understand:

- Zillow may be compensated by us for referring you
- Zillow may financially benefit if you choose to use Zillow Home Loans
- You have been informed of these relationships **before** making any lending decision
- You are free to shop lenders and seek independent advice

6. Questions Encouraged

If you have **any questions** about:

- our compensation,
- Zillow's role,
- referral fees,
- or lender options,

we encourage you to ask **before** moving forward.

Transparency matters to us.

Client Name: _____
Signature: _____
Date: _____