



## Exclusive Tenant Representation Agreement

Thank you for choosing Berkshire Hathaway HomeServices KoenigRubloff Realty Group ("KRG") to represent you. KRG is a full-service real estate company offering the services you need for a successful transaction. This Agreement explains our relationship as Tenant and Broker and how we function under Illinois law.

**YOUR DESIGNATED AGENT:** Illinois law allows a broker to designate one or more of its agents to act as your agent. KRG has designated as your "Designated Agent" \_\_\_\_\_, who is the only KRG agent who represents you. If your Designated Agent is unavailable to work with you, KRG will arrange for another agent to represent you. If at any time you wish to change Designated Agents, please contact the Managing Broker.

**YOUR DESIGNATED AGENT'S COMMITMENT TO YOU:** Your Designated Agent will:

1. Work with you to identify properties that meet your specifications;
2. Represent your interests;
3. Arrange for and show you properties;
4. Advise you on the value of properties you are interested in;
5. Prepare a lease proposal under your direction;
6. Accept delivery of and present to you all counteroffers, assist you in developing, communicating, negotiating, and presenting counteroffers and notices until the lease is signed, and all contingencies are satisfied or waived;
7. Answer your questions about offers, counteroffers, notices, and contingencies, or if need be, refer you to someone for answers;
8. Safeguard your confidential information;
9. Disclose to you information known to your agent that would materially affect your lease decision;
10. Assist you in securing insurance and other services you need.

**YOUR COMMITMENT TO YOUR DESIGNATED AGENT:** You agree to work exclusively with your Designated Agent and promise:

1. To make inquiries on properties only through your Designated Agent in the area served by our multiple listing service;
2. That you are not currently a party to an exclusive representation agreement with another broker;
3. That you will not enter into an exclusive agreement with another broker as long as this Agreement is in effect;
4. To comply with the payment terms below upon the successful leasing of property.

**COMPENSATION:** If you or any other person acting on your behalf lease in the area served by our multiple listing service, you agree to compensate KRG as follows:

1. **Retainer.** You agree to pay KRG as a Retainer a fee of \$ \_\_\_\_\_ when you sign this Agreement. Upon execution of a lease or possession of leased premises, whichever is first in time, KRG shall return the Retainer to you if you pay the commission below or if KRG accepts compensation from a landlord or another broker. KRG shall keep the Retainer if you do not lease a property before the end of this Agreement or if you agree to lease a property before the end of this Agreement without the services of your Designated Agent.
2. **Commission For a Lease:** One-half (1/2) of one month's rent for the first lease year and one quarter of one month's rent for each additional year and/or period of lease extension.
3. **Commission For a Purchase:** If you decide to purchase instead of rent a property, and if KRG is not compensated by seller's broker in the amount set forth below, you agree to pay:
  - a. 2.5% of the purchase price as percentage commission. If Seller's broker offers less than the amount set forth here, you agree to pay KRG the difference. If that party offers more than the amount set forth here, you authorize KRG to accept that amount as its compensation.
  - b. No commission is due if the sale is not closed due to seller or landlord's default. Any change in the amount or the time of payment of commission shall not be binding unless made in writing and signed by both parties.
4. **Protection Period.** If, within 180 days after the end of this Agreement, you enter into an agreement to purchase or lease property shown to you by your Designated Agent during the term of this Agreement, you agree to pay the commission as set forth above. If after termination of this Agreement, you enter into an exclusive representation agreement with another real estate broker, no commission will be due to KRG. However, if you enter into an agreement to purchase a property you leased through your Designated Agent, during the term of such lease or any extension, you agree to pay the purchase commission set forth herein.

**INDEMNITY/DISPUTE RESOLUTION:** You agree to indemnify and hold us harmless from all claims, disputes, litigation, judgments, and costs (including reasonable attorney's fees) arising from any incorrect information or misrepresentations supplied by you or from any material facts, including latent defects, that are known to you that you fail to disclose. We agree to work together to try to resolve any controversy or claim between us regarding to this Agreement, its interpretation, enforcement or breach (which includes tort claims arising from fraud and fraud in the inducement). We also agree that if we cannot resolve differences we will submit all controversies relating to this Agreement to binding arbitration through the facilities of the American Arbitration Association or JAMS in Chicago, Illinois, with costs to be shared equally. This agreement to arbitrate will construed and interpreted under the Federal Arbitration Act, 9 U.S.C. Section 1, et. seq. While either party shall have all the rights and benefits of arbitration, both parties are giving up the right to litigate such claims and disputes in a court or jury trial. The results, determinations, findings, judgments and/or awards rendered through such arbitration shall be final and binding on us both and may be specifically enforced by legal proceedings. Judgment on the award may be entered into any court having jurisdiction. Neither of us shall be entitled to join or consolidate disputes by or against others in any arbitration, or to include in any arbitration any dispute as a representative or member of a class, or to act in any

arbitration in the interest of the general public or in any private attorney general capacity. For controversies and claims that do not exceed the applicable jurisdictional limit of small claims court, either party may bring such claims in small claims court in lieu of arbitration. Additional information and resources regarding the use of arbitration may be found at [www.adr.org](http://www.adr.org).

**OTHER TENANTS:** Your Designated Agent may represent other tenants interested in the same property that you may be interested in.

**DISCLAIMER:** You understand that your Designated Agent functions as your real estate professional only, not as your home inspector, property condition expert, attorney, tax advisor, lender, mortgage broker, appraiser, surveyor, structural engineer, environmental consultant, architect, contractor, or other service provider. Your Designated Agent may refer you to these other service providers at your request and expense. Neither your Designated Agent nor KRG shall be liable for or act as a guarantor of such services.

**COMPLIANCE WITH FAIR HOUSING LAWS:** You and KRG agree not to discriminate against any person on the basis of race, color, religion, sex, national origin, ancestry, age, order of protection status, 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. We agree to comply with all applicable Federal, State, and local fair housing laws.

**TERM and CANCELLATION:** This Agreement terminates one (1) year from the date below but may be canceled by either of us after 180 days by 30 days' written notice.

**MARKETING NOTICE:** KRG and its affiliated HomeServices of America family of companies are providing this Notice. KRG has title insurance, mortgage, personal lines insurance and home warranty affiliates that are committed to the highest quality of service. To enable you to receive information from these excellent companies, KRG makes your contact information available to them. Rest assured we do **not** share your financial information with anyone. If you choose, however, you may limit these companies' marketing their products or services to you unless and until you tell us to change your choice. To limit marketing offers, contact us at DoNotContact@KoenigRubloff.com.

**ATTACHMENTS:** Please review and sign the two important disclosure forms attached to this Agreement and made part of it, the Dual Agency Disclosure and KRG Affiliated Business Arrangement Disclosure.

***By signing this Agreement below, I/We acknowledge our acceptance of its terms and our receipt of an executed copy and the attached Disclosures.***

<b>Print</b> Tenant Name(s)	Managing Broker, KoenigRubloff Realty Group, Signature	
Tenant Signature	<b>PRINT</b> Designated Broker Name	
Date		
Tenant Signature	Date	
Tenant Email	Phone Number	Street Address & Town



Your Designated Agent, \_\_\_\_\_  
(Print Agent Name)

and any subsequent designated agent, may undertake a dual representation (represent both the seller or landlord and the buyer or tenant) for the sale or lease of property. The undersigned acknowledge they were informed of the possibility of this type of representation. Before signing this document, please read the following:

Representing more than one party to a transaction presents a conflict of interest since both clients may rely upon Licensee's advice and the clients' respective interests may be adverse to each other. Licensee 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. You acknowledge that Licensee has explained the implications of dual representation, including the risks involved, and understand that you have been advised to seek independent advice from your advisors or attorneys before signing any documents in this transaction.

**WHAT A LICENSEE CAN DO FOR CLIENTS WHEN ACTING AS A DUALAGENT**

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

**WHAT A LICENSEE CANNOT DISCLOSE TO CLIENTS WHEN ACTING AS A DUALAGENT**

1. Confidential information that Licensee may know about the clients, without that client's permission. No other licensee will be able to reveal the other party's confidential information to you.
2. The price or terms the seller or landlord will take, other than the listing price, without permission of the seller or landlord. No other licensee will be able to reveal this information to you.
3. The price or terms the buyer or tenant is willing to pay without permission of the buyer or tenant. No other licensee will be able to reveal this information to you.
4. A recommended or suggested price or terms the buyer or tenant should offer
5. A recommended or suggested price or terms the seller or landlord should counter with or accept

**I ACCEPT DUAL AGENCY:** By signing below, you acknowledge that you have read and understand this form and voluntarily consent to the Licensee acting as a dual agent (that is, to represent BOTH the seller or landlord and the buyer or tenant) should that become necessary. You further acknowledge that this Disclosure was presented when you entered into the brokerage agreement.

**I DECLINE DUAL AGENCY:** By signing below, you acknowledge that you have read and understand this form and voluntarily decline to give your consent to the Licensee to act as a dual agent. You further acknowledge that this Disclosure was presented when you entered into the brokerage agreement.

\_\_\_\_\_  
**Print Name(s)**

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Signature Date

## Affiliated Business Arrangement Disclosure Statement

To: \_\_\_\_\_ Property: \_\_\_\_\_  
 From: BHHS KoenigRubloff Realty Group Date: \_\_\_\_\_

This is to give you notice that HomeServices of Illinois, LLC doing business as Berkshire Hathaway HomeServices KoenigRubloff Realty Group (“Berkshire Hathaway HomeServices KoenigRubloff Realty Group”), HomeServices Relocation, LLC, Prosperity Home Mortgage, LLC, HomeServices Insurance, Inc. (“HSP”), Fort Dearborn Land Title Company, LLC doing business as Fort Dearborn Title (“Fort Dearborn Title”) and Vanderbilt Mortgage and Finance Inc. doing business as Silverton Mortgage (“Silverton Mortgage”) are part of a family of companies (the “Affiliated Companies”) owned by Berkshire Hathaway, Inc. (“Berkshire Hathaway”), and each may refer to you the services of another. Berkshire Hathaway HomeServices KoenigRubloff Realty Group, HomeServices Relocation, LLC, Prosperity Home Mortgage, LLC, HSI and Fort Dearborn Title are each wholly owned either directly or indirectly by HomeServices of America, Inc., a Berkshire Hathaway affiliate. Silverton Mortgage is a wholly-owned indirect subsidiary of Clayton Homes, a Berkshire Hathaway affiliate. Because of these relationships, the referral of a customer (including you) by any of the Affiliated Companies to another may provide the referring company, its affiliates, and/or their employees with a financial or other benefit.

In addition, while Berkshire Hathaway HomeServices KoenigRubloff Realty Group is not affiliated with American Home Shield Corporation doing business as HSA Home Warranty (“HSA Home Warranty”) or HMS National, Inc. doing business as HMS Home Warranty (“HMS Home Warranty”), it does advertise them for a fixed service fee.

Set forth below is the estimated charge or range of charges for each of the services listed. You are NOT required to use any of these service providers as a condition of the sale of the subject property or to obtain access to any settlement service.

**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.**

<u>Service Provider</u>	<u>Service Provided</u>	<u>Charge or Range of Charges</u>
Berkshire Hathaway HomeServices KoenigRubloff Realty Group	Broker’s Commission	\$495 plus a percentage of the sales price, ranging from 6% to 10%
HomeServices Relocation, LLC	Relocation Services	Fees paid by real estate broker
Prosperity Home Mortgage, LLC	Loan Origination Fee	\$0 - \$1,199 (2% of loan amount on some bond products)
	Appraisal	\$425 - \$1,102
	Third Party Fees	\$33 - \$215 (credit report, tax service fee, flood cert fee)
Fort Dearborn Title (IL)	Lender’s Policy	\$500 for each mortgage plus \$125 for protection between issuance of the title commitment and closing. Endorsements are \$175 each; chain of title is \$250; Predatory Lending Certification (if required) is \$50.
	Owner’s Policy	\$1,500 for policies \$100K and under, plus \$20 for each additional \$10K or less of coverage up to \$500K. \$2,345 for policies \$500,001 to \$510K, plus \$20 for each additional \$10K or less of coverage up to \$1M. For policies over \$1M, \$3,325 plus \$2 for each additional \$1K of coverage over \$1M. A \$125 commitment update fee is charged on all owner’s policies.
	Closing Fee	\$1,270 to \$1,570 for purchase price up to \$500K. Add \$50 per each additional \$50K, or part thereof, in purchase price over \$500K; plus expenses incurred and \$40 for each wire, \$25 for each overnight package sent, and \$40 for each loan package received. \$225 will be added to the closing fee for each additional mortgage.
HomeServices Insurance, Inc.*	Homeowner’s Insurance	\$200 - \$2,000 annual premium, depending on product and associated risk assessments (e.g., age of home, credit score, past claims of the insured, etc.)
Silverton Mortgage	Loan Origination Fee	0 – 2.75% of the loan amount (includes third party fees)
	Appraisal	\$475 - \$900
HSA Home Warranty	Home Warranty	\$399 - \$1,500, depending on property and coverage options
HMS Home Warranty	Home Warranty	\$359 - \$2,000, depending on property and coverage options

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 any such referrals may provide the referring company, its affiliates, and/or their employees with a financial or other benefit.

\_\_\_\_\_  
 Signature (Date) Signature (Date)  
 \* In rare cases, your insurance policy may instead be issued by Trident Insurance Agency Company LP or Long & Foster Insurance Agency, Inc., affiliates of HSI, or under another of its trade names. HSI’s trade names include: Edina Realty Insurance Agency, Home Team Insurance, HomeServices Insurance Agency, InsuranceSouth, Long Insurance Group, PCG Agencies, PCG Insurance Agency, ReeceNichols Insurance and Thoroughbred Insurance Agency.



## WIRE FRAUD WARNING TO CONSUMERS

We provide you with this disclosure to alert you to a serious nationwide threat of fraud in real estate transactions.

**EMAILS ATTEMPTING TO INDUCE FRAUDULENT WIRE TRANSFERS OF YOUR FUNDS ARE COMMON AND MAY APPEAR TO COME FROM A TRUSTED SOURCE.** Such requests, even if they seem legitimate, may be part of a scheme to defraud you.

Electronic communications, such as email, text messages and social media messaging, are neither secure nor confidential. While Berkshire Hathaway HomeServices Koenig Rubloff Realty Group (“KRG”) has adopted policies and procedures to aid in avoiding fraud, even the best security protections can still be bypassed by unauthorized parties. Therefore, by this Disclosure, KRG is providing you with information on what to do if you receive instructions to transfer funds.

**NEVER TRANSFER FUNDS BASED ON EMAILED WIRE INSTRUCTIONS WITHOUT VERIFYING THE INSTRUCTIONS BY PHONE AS SPECIFIED BELOW.**

If you receive any electronic communication providing wire instructions for the transfer of funds, **EVEN IF THE COMMUNICATION APPEARS TO BE FROM KRG OR YOUR REAL ESTATE AGENT, do not respond unless you have verified the information as follows:**

- To verify instructions related to wiring earnest money, call the KRG Accounting Department at 847-853-4030.
- To verify instructions related to wiring closing funds to Fort Dearborn Title, call the Fort Dearborn Title at 847-853-6050.
- To verify instructions related to wiring closing funds to any other title company, call that company using a phone number you look up yourself, not a phone number in the email.

**ACKNOWLEDGMENT:**

I/we have read this Anti-Fraud Disclosure Statement and understand that if I receive any electronic communication appearing to come from KRG or my real estate agent with instructions to transfer funds, I will verify the validity of the information before following the instructions.

Acknowledged as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
**Print Name**

\_\_\_\_\_  
**Print Name**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Signature**