BUYER'S GUIDE

Let's find your dream home!



Cisler & Associates Real Estate Inc. | 618.635.2244 | cisler.com

BUYER'S GUIDE

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MEET OUR TEAM



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Cisler & Associates Real Estate, Inc. STAUNTON • LITCHFIELD 618-635-2244 • 217-324-4040

Cisler.com

Pledge of Performance

Because I am committed to preparing you to be an educated buyer, I will:

- Give you the most vital information available on homes
- Set you up on the automatic notification program in the MLS
- Set up an internal "hot sheet" in our MLS to alert me each morning of new homes
- Keep you aware of changes in the real estate market
- Arrange a tour of areas, schools and key points of interest
- Provide neighborhood information
- Get you information so you can check applicable zoning and building restrictions
- Disclose all know facts about properties that I am aware of
- Collect pertinent data on values, taxes, utility costs, etc.
- Point out strengths and weaknesses of all properties you choose to view
- Explain forms, contracts, escrow and settlement procedures
- Discuss loan qualification and processing

Because I am committed to helping you save time, I will:

- Provide ready access to all MLS listed properties
- Assist you as needed on unlisted properties
- Show you homes only in the price range most suited to your finances
- Provide you a list of qualified attorneys, home inspectors or other service providers

Because I am committed to helping you find the best value, I will:

- Prepare studies of property values in chosen areas
- Perform a market analysis on chosen properties
- See that you get a complete estimate of all costs involved
- Advise on offers on properties
- Write and present your purchase agreement to the seller
- Negotiate on your behalf

Because I am committed to you - my buyer - I will do all of this - plus:

- Keep your personal information confidential at all times
- Stay in touch with you from the day you start your search until the day you move in
- Coordinate all aspects of the sale and closing
- Receive compensation only when we have a successfully closed transaction

Agent Signature		Date	
Contact Information	Phone		
• • • • • • • • • • • • • • • • • • • •			



LET'S FIND YOUR DREAM HOME!





We're here to guide you through the process, every step of the way.





WAYS TO GET YOUR KICKS FINDING A HOME ON ROUTE 66!



A map can be handy for trips of all kinds! Here are some milestones you can expect to find on your journey to homeownership.

But before you hit the road:

- How's your credit?
- Have you been saving for a down payment?
- How much do you know about getting a mortgage or taking care of a house?

Being prepared will help you avoid bumps along the road!





CISLER & ASSOCIATES REAL ESTATE, INC.

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do's and don'ts

Approach buying a house with careful consideration.

Here's your dos and don'ts to keep in mind when buying a house:



Do's

- Establish a clear budget.
- Get pre-approved with a lender before house shopping.
- Research the market.
- Reduce your debt and correct your credit.
- Shop mortgage rates and brokers.
- Save for your down payment and closing costs.
- Hire an experienced real estate agent.
- Get a home inspection.
- Consider future needs and location.
- Get to know the neighborhoods.
- Review the contract thoroughly.
- Negotiate wisely.
- Get title insurance.
- Secure home insurance.
- Ask about first time homebuyer programs.

Don'ts

- Rush into decisions.
- Overspend, stick to your budget.
- Skip inspections, even if your offer is contingency free.
- Ignore location, it's one thing you can't change.
- Section 1 Section 2 Section
- Change jobs or careers until closing.
- Overlook the HOA rules.
- Rely solely on online information.
- Make big purchases before closing.
- Take out new lines of credit before closing (ie car loan).
- Base your purchase decision on emotions alone.
- Focus just on shiny finishes, look at the property holistically.
- Skip on reviewing paperwork.
- Become unreachable during your deal (travel).

PREPARING TO BUY



GET PRE-APPROVED!



PRE-QUALIFIED VS PRE-APPROVED

Pre-Qualified

Getting pre-qualified means a lender has done a basic assessment of your financials. It's a great start and gives you an estimate of your borrowing capacity, but doesn't involve a detailed analysis of your financial circumstances. If you're serious about buying, you need to get pre-approved before you can start making offers.

Pre-Approved

A pre-approval is your golden ticket to start making offers because it indicates to sellers that you're already approved to buy their property. It's a more rigorous evaluation of your financial background, including income, employment history, credit score, and debt-to-income ratio. Expect to submit paystubs, bank statements, tax returns, and have your credit checked.

WHICH LOAN IS RIGHT FOR YOU?

Conventional loan

The most common type of home loan, which is offered through private lenders. Meets Fannie Mae & Freddie Mac guidelines.

FHA loan

Backed by the Federal Housing Administration, FHA loans are for low-moderate income earners with high debt-to-income ratios and low credit scores. Most commonly issued to first-time homebuyers. Offered by FHA-approved lenders only.

VA loan

Home loans for eligible veterans, spouses, and reserves. Guaranteed by the U.S. Department of Veteran Affairs. No deposit and no private mortgage insurance.

USDA loan

Home loans for homebuyers in designated rural areas, backed by the U.S. Department of Agriculture.

Jumbo/unconventional loan

Loans used for mortgages that exceed conventional loan limits. Usually for a property up to \$2.5M

CHECK TABLE OF COMPARISON

LOAN PRODUCT COMPARISON

TYPE OF LOAN	DOWN PAYMENT	TERMS	MORTGAGE INSURANCE	
Conventional	3 - 20%	15-30 Years	On down payments under 20%	<u>620</u>
FHA	3.5 - 20%	15-30 Years	For 11 years or life of the loan	<u>580</u>
VA	None	15-30 Years	None	<u>580</u>
USDA	None	15-30 Years	None	<u>640</u>
Jumbo/ Unconventional	5 - 20%	15-30 Years	On down payments under 20%	<u>680</u>

10 QUESTIONS TO ASK WHEN CHOOSING A LENDER

Interview lenders to determine what type of home loan is best for you. Not all lenders are the same, and the types of loans they offer, interest rates, and fees can vary.

Here are 10 questions ask when interviewing lenders:

- 1. Which types of loans do you offer?
- 2. Which loan type do you recommend for my situation?
- 3 How much are my closing Costs?
- 4. What will my interest and annual percentage rates be?
- 5. What is the minimum down payment required?
- 6. Can you provide an estimate of the total monthly payment, including principal, interest, taxes, and insurance, for the loan amount I am considering?
- 7. How long does the loan approval process typically take, and what documentation will I need to provide to complete the application?
- 8. Do I qualify for any special programs or discounts?
- 9. Are there any prepayment penalties if I decide to pay off the loan early?
- 10. Can you explain the different mortgage terms and conditions associated with the loan, such as lock-in periods and rate adjustments?

TRUSTED LENDERS





Michael Fleming
President & CEO
217.324.7999
mfleming@litchfieldnationalbank.com



<u>Carl Wasem</u> Loan Officer 618.972.5534 cwasem@delmarmortgage.com



<u>Drew Stiegemeier</u> Mortgage Banker 618.898.0907 drews@frontierstl.com



Kim Meyer AVP Loan Officer 618.635.2761 kmeyer@bankhillsboro.com



Amber Millburg Retail Lending Officer 618.433.5455 amillburg@cnbil.com

HOME LOAN APPLICATION DOCUMENTS CHECKLIST

Be prepared! Lenders typically require the following types of documents from each applicant:

O INCOME:
☐ Federal tax returns: last 2 years
☐ W-2s: last 2 years
Pay stubs: last 2 months
☐ Additional income documentation: pension, retirement, child support, Social Security/disability income award letters, etc
O ASSETS:
☐ Bank statements: 2 most recent checking and savings account statements
☐ 401(k) or retirement account statement and summary
Other statements: IRAs, stocks, bonds, property etc.
OTHER:
☐ Copy of driver's license or ID and Social Security card
Addresses for the past 5 years and landlord's contact info if applicable
☐ Student loan statements: showing current and future payment amounts
Documents relating to any of the following (if applicable): divorce, bankruptcy, collections, judgments, or pending lawsuits

WHAT NOT TO DO

DURING THE HOME BUYING PROCESS

It's extremely important not to do any of the following until after the home buying process is complete:

- 🚫 Buy or Lease a Car
- Change Jobs
- Miss a Bill Payment
- 🚫 Open a Line of Credit
- Move Money Around
- Make a Major Purchase

Don't jeopardize your loan approval.

It's standard procedure for lenders to do a final credit check before closing.

HOUSE HUNTING TIPS



INVESTIGATE THE AREA

Drive around neighborhoods that interest you to get a feel of the area, how the homes are cared for, what traffic is like, etc.



ASK AROUND

Talk to family, friends and co-workers to see if anyone might know of a house for sale in an area you're interested in. One of them may even know of someone that's thinking about selling but hasn't put the house on the market yet.



KEEP AN OPEN MIND

Finding your dream home isn't always an easy task! Have a priorities list but keep an open mind when viewing houses.



TAKE PICTURES & NOTES

When you visit multiple houses it gets difficult to remember specific details about each one. Take photos and notes while touring houses so that you can reference them later when comparing the properties that you've seen.



BE READY TO MAKE AN OFFER

When you find a home you want to buy, keep in mind there may be others interested in it as well. Be ready to make a solid offer quickly in order to have the best chance at getting that home.

MAKING AN OFFER

When we have found a home that you're interested in buying, we will quickly and strategically place an offer. There are several factors to consider that can make your offer more enticing than other offers:

PUT IN A COMPETITIVE OFFER

We will decide on a reasonable offer price based on:

- Current market conditions
- Comparable properties recently sold in the area
- The property value of the house
- The current condition of the house

PAY IN CASH VS. LOAN

Paying in cash versus taking out a loan offers a faster closing timeline and less chances of issues arising, making it more appealing to sellers.

<u>PUT DOWN A LARGER DEPOSIT</u>

An offer that includes a larger earnest money deposit presents a more serious and competitive offer.

<u>ADD A PERSONAL TOUCH</u>

Include a letter to the sellers with your offer, letting them know what you love about their home. Adding this personal touch can give you an advantage over other offers by making yours stand out from the rest.

OFFER A SHORTER CLOSING TIMELINE

An offer with a shorter timeframe for closing is generally more attractive to sellers over one with an extended time period with a house sale contingency. A typical closing timeframe is 30-45 days.

NEGOTIATIONS



ESCROW

GETTING UNDER CONTRACT

Once all parties agree to terms and sign the purchase contract, you're officially under contract. At this point, you'll provide an earnest money deposit to show your commitment. Typically, earnest money deposits range from 1% to 3% of the purchase price of the home.

Your deposit goes into an escrow account, usually managed by a title company, until closing. At this point you are "in escrow."

IN ESCROW

Escrow is opened when a contract is signed and a deposit is paid. Escrow should last the length of time specified in the contract, giving you the time to finalize financing and due diligence.

DUE DILIGENCE

During the due diligence period, you'll have the opportunity to inspect the property, review documents, and finalize your financing. The most common home inspection is a four-point inspection which covers the roof, electrical, plumbing, and HVAC. Some buyers choose to add on a pest inspection. If any issues arise, you can negotiate with the seller to address them.

FINALIZE FINANCING

Completing your mortgage application must be a top priority. The lender will order a valuation and you will need to supply any remaining supporting documentation. The appraisal has to support the purchase price to qualify for funding. Once the **lender's** requirements are satisfied, **it's** time to lock in your interest rate.

RE-NEGOTIATION

Home inspections almost always uncover issues, big or small. When they are substantial, we may approach renegotiation by asking for the seller to make repairs, amending the price, or getting closing cost compensation.

FINAL STEPS BEFORE CLOSING



Insurance Requirements

Most lenders require both homeowner's insurance and title insurance. See following pages for more detailed information on each of these.



Closing Disclosure

At least 3 days before closing, lenders are required to provide you with a Closing Disclosure with your final loan terms and closing costs for you to review. Closing costs for the buyer typically range from 2-5% of the purchase price, which can include lender fees, lender's title insurance, and HOA dues if applicable.



Final Walk through

Within 24 hours of closing we will do a final walk through of the home before signing the final paperwork. This last step is to verify that no damage has been done to the property since the inspection, that any agreed upon repairs have been completed, and that nothing from the purchase agreement has been removed from the home.



Next Step: Closing!



CLOSING COSTS AND FEES

Common Closing Fees

- Escrow fees
- Recording and notary fees
- Title search and title insurance
- Origination and underwriting fees
- Appraisal fees
- Local transfer taxes
- Homeowners insurance
- Real estate commissions
- Survey fees

CLOSING COSTS AND FEES

INSURANCE FEES

You need insurance to protect your purchase and property. Budget for title insurance, homeowners' insurance, and potentially flood insurance. While none of these are excessively costly, their cumulative costs can add up.

EARNEST MONEY

The deposit paid to the seller upon signing a contract is credited towards your closing costs. Typically, earnest money is 1-3% of the purchase price.

APPRAISAL FEE

Appraisers assess the property to ensure it justifies its purchase price. Their service which incurs a fee with an estimated average cost between \$300 and \$1,000 depending on property size and location.

INSPECTION FEE

Home inspection costs vary significantly based on factors like home size, age, location, and the level of inspection required. They are typically \$300-500. Even if you don't have an inspection contingency, order a home inspection, as this precautionary step can potentially save thousands in repair expenses.

LOAN ORIGINATION FEE

Fees charged by lenders to process mortgage loans typically range between 0.5% and 1% of your total loan value and include activities such as application processing, credit verification, and document preparation.

HOMEOWNERS INSURANCE

DO YOU ACTUALLY NEED IT?

Yes! It's a must for protecting your property from damage and covering liability. Additionally, it satisfies the requirements of mortgage lenders. Tip: Get quotes from multiple insurance companies to compare coverage, limits, and costs when shopping for homeowners insurance and get the best policy suited for you.

WHAT DOES HOMEOWNERS INSURANCE COVER?

Check your policy, but it usually covers damages to your house and belongings cause by fire, storms, and vandalism.

WHAT DOESN'T IT COVER?

Most policies do not cover natural disasters, war, nuclear hazards, intentional acts, or neglect and deterioration of property. You may need extra coverage for these risks.

WHAT ARE POLICY RATES BASED ON?

Rates are based on home value, age, size, location, and risk factors. Rates will also vary by the level of coverage you purchase.

DO YOU QUALIFY FOR DISCOUNTS?

Homeowners insurance can be costly, but you can lower your premium by getting discounts from your insurer. Discounts are available for seniors, retirees, bundled policies, and customers who reduce risks to their property. Discounts vary by insurer, state, and policy.

TITLE INSURANCE

WHAT IS TITLE INSURANCE AND WHY DO YOU NEED IT?

Title insurance is an insurance policy that protects both the homeowner and lender against financial loss caused by issues with a property's title. These may include liens, errors, fraud, or other issues affecting property ownership.

Lenders require the purchase of title insurance. But even if you're purchasing all-cash, it's important to purchase title insurance to protect your investment.

HOW DOES TITLE INSURANCE COVERAGE WORK?

There are two main types: owner's title insurance and lender's title insurance. Owner's title insurance protects homebuyers from undisclosed title risks, while lender's title insurance protects lenders.

ISN'T A TITLE SEARCH ENOUGH?

Lenders require a title search before closing your mortgage with the escrow company. This means hiring a title company to investigate local records, ensuring a clean title for your property. However, records are not always recorded correctly, which is why you need title insurance.

HOW MUCH DOES TITLE INSURANCE COST?

Title insurance is a one-time, upfront fee. The cost of the owner's and lender's policies usually ranges from 0.5% to 1.0% of the purchase price. The buyer typically pays for the lender's title insurance, while the seller usually pays for the owner's title insurance. However, the party who pays is negotiable.

CLEARED TO CLOSE



CLOSING DAY

Congratulations, you made it to closing!

On the day of closing, you'll review and sign the final paperwork and submit a cashier's check (or previously arranged wire transfer) to pay the remaining down payment and closing costs. If you are getting a mortgage, it will be funded at this time.

ITEMS TO BRING TO CLOSING:



Government Issued Photo ID



Homeowner's Insurance Certificate



Certified Funds or Cashier's Check

Enjoy your new home!

SUCCESS STORIES



Matt, Dave & Cliff went above and beyond to meet my real estate needs! I can't say enough great things about them. If you're in the market for a home or commercial property, give them a call!

- Carl Wasem





Top notch realtor team. Top notch professional knowledge of the profession The team had names and numbers of other services I needed to use in the process of closing.

· Dan Halbakken





Dave and Co are legends. Incredible community builders and realtors.

Evan Sage





Easy to talk with. Seemed to be your friends right from the start.

- Gerald



BUY WITH CONFIDENCE

Cisler and Associates Real Estate Inc. was founded December 1990 and incorporated in January 1991. Our founder, Dave Cisler, created the corporation and purchased the assets of CRA Corp which was formerly known as Fischer Insurance and Real Estate, Staunton's oldest real estate/insurance agency. Dave and his father Stanley (a licensed agent) along with 10 other licensed agents began building the agency. In 1993 they moved their office to the current location at 229 W. Main Street in Staunton. The move was a huge success being within the Staunton downtown district. The building was Staunton's oldest building and had undergone a remodel prior to moving in. In 2018 we opened the Litchfield office. Expanding our reach both physically and remotely.

Our agency was built on the concept of traditional business values with modern marketing techniques. We were the first agency in Staunton to embark on the World Wide Web and are now proficient in mobile marketing strategies, drone photography, 3D virtual home tour technology, and QR code marketing. Our website was created in 1997 and has been maintained, updated, and is one of Real Estate's choice websites.

Dave Cisler and the realtors of Cisler and Associates Real Estate Inc. thank you for taking the opportunity to learn about our agency and our team!











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229 W. Main St., Staunton IL



ILLINOIS REALTORS® EXCLUSIVE BUYER REPRESENTATION/ **EXCLUSIVE RIGHT TO PURCHASE CONTRACT**



(DUAL AGENCY DISCLOSURE AND CONSENT INCLUDED)

In consideration of Cisler & Associates Real Estate Inc as "Sponsoring Broker") agreement to designate a licensee affiliated with Sponsoring Broker to act as an agent of the Buyer for the purpose of identifying and negotiating to acquire real estate for Buyer's Name ("Buyer"), the Buyer hereby grants to Sponsoring Broker the relationship as marked in Section 1 of the Contract.
SECTION 1: TYPE OF REPRESENTATION (Instruction: check the box next to desired choice – choose one):
Exclusive Representation. Buyer understands that this exclusive right to represent Buyer (Exclusive Representation) means that if the Buyer makes an acquisition of property, whether through the efforts of Sponsoring Broker and their agents or through the efforts of another real estate office or agent, Buyer will be obligated to compensate Sponsoring Broker pursuant to Section 3 of this Contract This Exclusive Agency shall be effective for the following area: The term "acquisition" shall include the purchase, lease, exchange or option of real estate. Buyer reserves the right to purchase on Buyer's own without assistance of the Sponsoring Broker or any other broker.
Exclusive Right to Acquire. Buyer understands that this "exclusive right to purchase" means that if Buyer acquires any property whether through the efforts of the Buyer, Sponsoring Broker and their agents, another real estate agency besides Sponsoring Broker's, or other third party, Buyer will be obligated to compensate Sponsoring Broker pursuant to Section 3 of this Contract This exclusive right to acquire shall be effective for the following area:
Sponsoring Broker designates and Buyer accepts David Cisler ("Buyer's Designated Agent") as the legal agent(s) of Buyer for the purpose of representing Buyer in the acquisition of real estate by Buyer. Buyer understands and agrees that neither Sponsoring Broker nor any other licensees affiliated with Sponsoring Broker (except as provided for herein) will be acting as legal agent of the Buyer. Sponsoring Broker shall have the discretion to appoint a substitute designated agent for Buyer as Sponsoring Broker determines necessary. Buyer shall be advised within a reasonable time of any such substitution.
SECTION 2: TERM (Check One) This Contract shall be effective until 11:59 p.m. on, when it shall then terminate. This Contract is irrevocable and can be terminated prior to the termination date only by written agreement of the parties. If this termination date exceeds one year from the date of execution, Buyer shall have the right to terminate each year thereafter by giving at least 30 days' written notice to terminate prior to the expiration date. If within days after the termination of this Contract (i.e. the protection period), Buyer purchases any property to which Buyer was introduced by Buyer's Designated Agent, then Buyer agrees to pay Sponsoring Broke the compensation provided for in Section 3. However, no compensation will be due to Sponsoring Broker if, during this protection period, Buyer enters into a separate buyer representation agreement with another broker. This Contract shall automatically renew on, and on of each succeeding year (each date to be known herein as "Renewal Date") unless Buyer provides Sponsoring Broker written notice of Buyer's intention
year (each date to be known herein as "Renewal Date") unless Buyer provides Sponsoring Broker written notice of Buyer's intention to not renew this contract no more than thirty (30) days and no less than () days prior to the Renewal Date.
Section 3: Compensation for Services (Select ONE) Sponsoring Broker and Buyer expect that Sponsoring Broker's compensation for services will be paid by the seller or seller's broker for Sponsoring Broker's acting as a cooperating agent. However, if Sponsoring Broker is not compensated by seller or seller's broker or if the amount of compensation paid by seller or seller's broker is not at least% of the purchase price (as defined in the local/regional MLS), then Buyer agrees to pay Sponsoring Broker the difference between% of the purchase price and what seller or seller's broker actually paid to Sponsoring Broker.
Buyer agrees to pay Sponsoring Broker% of the purchase price or \$ as a flat fee as compensation for Sponsoring Broker's services provided to Buyer in Buyer's acquisition of real estate.
This Section applies if the Buyer enters into a contract to acquire real estate during the term of this Contract or the protection period, and such contract results in a closed transaction. Any modification to this Section, including the compensation to be paid to Sponsoring Broker, shall be by a separate written agreement to this Contract.

- SECTION 4: BUYER'S DESIGNATED AGENT'S DUTIES

 (a) To 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 Buyer's Information Checklist.

 • List here any sources for properties other than the multiple listing service Buyer would like Buyer's Designated Agent to

To arrange for inspections of properties identified by the Buyer as potentially appropriate for acquisition. (b)

To advise Buyer as to the pricing of comparable properties.

To assist Buyer in the negotiation of a contract acceptable to the Buyer for the acquisition of property.

To provide reasonable safeguards for confidential information that the Buyer discloses to Buyer's Designated Agent.

Other services:

SECTION 5: SPONSORING BROKER'S DUTIES

- To provide through Buyer's Designated Agent, those brokerage services set forth in Section 15-75 of the Illinois Real Estate License Act.
- To provide Buyer's Designated Agent with assistance and advice as necessary in Buyer's Designated Agent's work on Buyer's (b) behalf.
- To make the managing broker affiliated with Sponsoring Broker, or designated representative, available to consult with Buyer's (c) Designated Agent as to Buyer's negotiations for the acquisition of real estate, who will maintain the confidence of Buyer's confidential information.
- To make other licensees affiliated with licensees aware of Buyer's general specifications for real property.

As needed, to designate one or more licensees as Designated Agent(s) of Buyer.

SECTION 6: BUYER'S DUTIES

- To complete the Buyer's checklist which will provide Buyer's specifications for the real estate Buyer is seeking.
- To work exclusively with Buyer's Designated Agent to identify and acquire real estate during the time that this Contract is in (b)
- To supply relevant financial information that may be necessary to permit Buyer's Designated Agent to fulfill Agent's obligations under this Contract. (c)
- To be available upon reasonable notice and at reasonable hours to inspect properties that seem to meet Buyer's (d) specifications.
- (e) To pay Sponsoring Broker according to the terms specified in Section 3 of this Contract.

SECTION 7: REPRESENTING OTHER BUYER

Buyer understands that Buyer's Designated Agent has no duty to represent only Buyer, and that 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, subject to Section 15-15(b) of the Illinois Real Estate License Act regarding contemporaneous offers.

SECTION 8: DISCLOSURE AND CONSENT TO DUAL AGENCY

NOTE TO CONSUMER: THIS SECTION SERVES THREE PURPOSES. FIRST, IT DISCLOSES THAT A REAL ESTATE LICENSEE 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 YOUR CONSENT TO ALLOW THE REAL ESTATE LICENSEE TO ACT AS A DUAL AGENT. A LICENSEE MAY LEGALLY ACT AS A DUAL AGENT ONLY WITH YOUR CONSENT. BY CHOOSING TO SIGN THIS SECTION, YOU ARE CONSENTING TO DUAL AGENCY REPRESENTATION.

The undersigned, David Cisler		"("Licensee"/"Buyer's
<u> </u>	(insert name(s) of licensee(s))	

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 client's 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 DUAL AGENT

- 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 the 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 LICENSEE CANNOT DISCLOSE TO CLIENTS WHEN ACTING AS A DUAL AGENT

- 1. Confidential information that Licensee may know about a client, without that client's permission.
- 2. The price or terms the seller or landlord will take other than the listing price without permission of the seller or landlord. FORM 338 (01/2024) COPYRIGHT ILLINOIS REALTORS®

- 3. The price or terms the buyer or tenant is willing to pay without permission of the buyer or tenant.
- 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.

If either client is uncomfortable with this disclosure and dual representation, please let Licensee know. You are not required to sign this section unless you want to allow the Licensee to proceed as a Dual Agent in this transaction.

By initialing here and 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.

Buyer's initials		Buyer	s initials	<u> </u>	Date	

SECTION 9: PREVIOUS REPRESENTATION

Buyer understands that Sponsoring Broker and/or Designated Agent may have previously represented the seller from whom Buyer wishes to purchase property. During that representation, Sponsoring Broker and/or Designated Agent may have learned material information about the seller that is considered confidential. Under the law, neither Sponsoring Broker nor Designated Agent may disclose any such confidential information to Buyer.

SECTION 10: FAILURE TO CLOSE

If a seller or lessor in an agreement made on behalf of Buyer fails to close such agreement, with no fault on the part of Buyer, the Buyer shall have no obligation to pay the compensation provided for in Section 3. If such transaction fails to close because of any fault on the part of Buyer, such compensation will not be waived, but will be due and payable immediately. In no case shall Sponsoring Broker or Buyer's Designated Agent be obligated to advance funds for the benefit of Buyer in order to complete a closing.

SECTION 11: DISCLAIMER

The Buyer acknowledges that Sponsoring 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. The Buyer understands that such other professional service providers are available to render advice or services to the Buyer, if desired, at Buyer's expense.

SECTION 12: COSTS OF THIRD-PARTY SERVICES OR PRODUCTS

Buyer agrees to reimburse Sponsoring Broker the cost of any products or services such as surveys, soil tests, title reports and engineering studies, furnished by outside sources immediately when payment is due.

SECTION 13: INDEMNIFICATION OF SPONSORING BROKER

Buyer agrees to indemnify Sponsoring Broker and Buyer's Designated Agent and to hold Sponsoring Broker and Buyer's Designated Agent harmless on account of any and all loss, damage, cost or expense, including attorneys' fees incurred by Sponsoring Broker or Buyer's Designated Agent, arising out of this Contract, or the collection of fees, commission or compensation due Sponsoring Broker pursuant to the terms and conditions of this Contract, provided the loss damage, cost, expense or attorneys' fees do not result because of Sponsoring Broker's or Buyer's Designated Agent's own negligence or willful and wanton misconduct.

SECTION 14: ASSIGNMENT BY BUYERS

No assignment of Buyer's interest under this Contract and no assignment of rights in real property obtained for Buyer pursuant to this Contract shall operate to defeat any of Sponsoring Broker's rights under this exclusive representation contract.

SECTION 15: NONDISCRIMINATION

THE 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, SEX, NATIONAL ORIGIN, ANCESTRY, AGE, ORDER OF PROTECTION STATUS, MARITAL STATUS, PHYSICAL OR MENTAL HANDICAP, MILITARY STATUS, SEXUAL ORIENTATION, GENDER IDENTITY, UNFAVORABLE DISCHARGE FROM MILITARY SERVICE, FAMILIAL STATUS, IMMIGRATION STATUS, SOURCE OF INCOME, OR AN ARREST RECORD 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 LOCAL FAIR HOUSING LAWS.

SECTION 16: MODIFICATION OF THIS CONTRACT

No modification of any of the terms of this Contract 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.

SECTION 17: ELECTRONIC SIGNATURES

The parties agree that electronic signatures on this Contract and facsimile or PDF copies of the same shall have the same legal force and effect as original signatures.

SECTION 18: RECORDINGS WITHIN THE PROPERTY

Prior to photographing, video graphing or video telephoning the property without prior written permission of the seller, Buyer should speak with an attorney.

Also, Buyer should be aware that the seller may have a security system that records or allows for remote monitoring of the property, including recording or broadcasting audio. Sellers may be able to listen to conversations in their properties and Buyer should be aware that any discussions of negotiation strategies held in the property may not be confidential. [Buyer hereby releases Sponsoring Broker, Buyer's Designated Agent and employees from any liability which may result from any recording in the property.]

SECTION 19:	ENTIRE A	GREEMENT
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This Contract constitutes the entire agreement between the parties relating to the subject thereof, and any prior agreements pertaining hereto, whether oral or written have been merged and integrated into this Contract.

BY:	Sponsoring Broker
BY:	
Authorized Signer	DATE:
PHONE:	OFFICE:
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