



# MAINSTREET ORGANIZATION OF REALTORS® COMMERCIAL SALES CONTRACT



FROM: (Buyer) \_\_\_\_\_  
(Name)  
TO: (Seller) \_\_\_\_\_ DATE: \_\_\_\_\_  
(Name)  
OFFER OF BUYER: I/We (Buyer) offer to purchase the Real Estate known as:

\_\_\_\_\_ Street \_\_\_\_\_ City \_\_\_\_\_ County \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
lot size approximately \_\_\_\_\_, Permanent Index No.: \_\_\_\_\_,  
together with improvements thereon.

**INCLUSIONS:** The following shall be included: fixtures, equipment, appliances, security systems (owned) and personal property, if any, located on the Real Estate of the date hereof, for which a bill of sale will be given: screens, storm windows and doors; shades, window blinds; radiator covers; heating, central cooling, ventilating, lighting and plumbing fixtures; attached mirrors, shelving, interior shutters, cabinets and awnings; planted vegetation; smoke detectors; as well as the following specific items:

**EXCLUSIONS:** The following shall be excluded: all tenant owned personal property, tenant owned trade fixtures, and:

Any personal property not specifically included shall be deemed excluded. A system or item shall be deemed to be in operating condition if it performs the function for which it is intended, regardless of age, and does not constitute a threat to health or safety.

**1. PURCHASE PRICE:** Purchase Price of \$ \_\_\_\_\_ shall be paid as follows: Initial Earnest Money of \$ \_\_\_\_\_ shall be tendered to Escrowee on or before \_\_\_\_\_ day(s) after Date of Acceptance. Additional Earnest Money of \$ \_\_\_\_\_ shall be tendered by \_\_\_\_\_. Earnest Money shall be held in trust for the mutual benefit of the Parties by [check one]: ☐ Seller's Brokerage; ☐ Buyer's Brokerage; ☐ As otherwise agreed by the Parties, as "Escrowee". The balance of the Purchase Price, as adjusted by prorations, shall be paid at Closing in the form of good funds by wire transfer of funds, or by Certified, Cashier's, Mortgagee Lender's or title company's check (provided that the title company's check is guaranteed by a licensed title insurance company).

**2. CLOSING:** Provided title conforms with this contract or has been accepted by Buyer, closing or escrow payout shall be on \_\_\_\_\_, 20\_\_\_\_, by conveyance by stamped recordable warranty deed (or other appropriate deed if title is in trust or in an estate) and payment of purchase price. Title shall be conveyed at the time required by this contract subject only to: general Real Estate taxes not due and payable at the time of Closing; building lines and building restrictions of record; zoning and building laws and ordinances; public and utility easements; covenants and restrictions of record; party wall rights and agreements, if any; existing leases or tenancies; the mortgage or trust deed if any, that may be assumed by Buyer as part of this transaction. However, Special Assessments, if any, for improvements not yet completed shall be paid by Seller at closing. This sale shall be closed at office of title insurance company or Seller's attorney's office as agreed or in escrow with the title company issuing the title commitment by deed and money escrow fee to be divided between Seller and Buyer. Seller and/or Buyer will pay their respective brokers' commissions as provided in their respective representation agreements or contracts and shall provide waiver of Brokers' liens at closing.

**3. FINANCING:** If this transaction is NOT CONTINGENT ON FINANCING, Optional Paragraph 28 a) OR Paragraph 28 b) MUST BE USED. If any portion of Paragraph 28 is used, the provisions of this Paragraph 3 are NOT APPLICABLE. This contract is contingent upon the ability of Buyer to secure within \_\_\_\_\_ days of the Date of Acceptance, a firm written commitment for a loan evidenced by a note to be secured by a mortgage or trust deed on the Real Estate in the amount of \$ \_\_\_\_\_, or such lesser amount as Buyer shall accept, with a fixed or initial interest rate (delete one) not to exceed \_\_\_\_\_%, said loan to be amortized over a minimum of \_\_\_\_\_ years, with a loan service charge not to exceed \_\_\_\_\_. Seller and Buyer shall execute all documents and provide all information so that Buyer's lender can issue its commitment and close the transaction. If Buyer makes a good faith effort but is unable to obtain a commitment for the mortgage loan contemplated herein, Buyer shall so notify Seller in writing within the time specified in this Paragraph. IF SELLER IS NOT SO NOTIFIED WITHIN SUCH TIME PERIOD, BUYER SHALL FOR ALL PURPOSES BE DEEMED TO HAVE SECURED SUCH COMMITMENT OR TO HAVE AGREED TO PURCHASE THE REAL ESTATE WITHOUT MORTGAGE FINANCING OR BASED UPON THE MORTGAGE COMMITMENT ACTUALLY OBTAINED. If Seller is so notified, Seller may, at Seller's option, within 10 business

Buyer Initial \_\_\_\_\_ Buyer Initial \_\_\_\_\_ Seller Initial \_\_\_\_\_ Seller Initial \_\_\_\_\_  
Address \_\_\_\_\_

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51 days after Seller's receipt of said notice, elect to accept purchase money financing or to secure a mortgage commitment on behalf  
52 of Buyer upon substantially the same terms for the mortgage loan contemplated herein with such other material terms and  
53 conditions for comparable loans. If Seller is so notified, Buyer agrees to furnish to Seller all requested credit and financial  
54 information and to sign customary papers relating to the application for securing of a mortgage commitment. If Seller is thereafter  
55 unable or willing to secure such commitment or to accept purchase money financing as herein provided, this contract shall be null  
56 and void, and Buyer and Seller shall execute all necessary documents to refund earnest money to Buyer.

57 **4. PRORATIONS:** Proratable items shall include, without limitation, Real Estate taxes based on \_\_\_\_\_% of most recent  
58 ascertainable taxes; assignable insurance policies, if requested by Buyer; rents and/or security deposits, if any; Special Service  
59 Area tax for the year of closing only; Condominium Association fees, if any; water taxes and other proratable items including flood  
60 hazard insurance shall be prorated to date of possession. The Parties-here to agree to re-prorate any unbilled real estate tax bill prior  
61 to the date of Closing.

62 **5. POSSESSION:** Possession shall be delivered at closing subject to existing leases and tenancies, unless otherwise agreed in writing.

63 **6. ATTORNEY REVIEW:** Within five (5) Business Days after the Date of Acceptance, the attorneys for the respective Parties, by  
64 Notice, may:

- 65 (a) Approve this Contract; or  
66 (b) Disapprove this Contract, which disapproval shall not be based solely upon the Purchase Price and the earnest money refunded t  
67 o the buyer upon written direction as required by law; or  
68 (c) Propose modifications except for the Purchase Price. If within ten (10) Business Days after the Date of Acceptance written  
69 agreement is not reached by the Parties with respect to resolution of the proposed modification, then either Party may terminate  
70 this Contract by serving Notice, whereupon this Contract shall be null and void and earnest money refunded to the buyer upon  
71 written direction as required by law; or  
72 (d) Propose suggested changes to this Contract. If such suggestions are not agreed upon, neither Party may declare this Contract  
73 null and void and this Contract shall remain in full force and effect.

74 **Unless otherwise specified, all Notices shall be deemed made pursuant to Paragraph 6(c). If Notice is not served within the time**  
75 **specified herein, the provisions of this paragraph shall be deemed waived by the Parties and this Contract shall remain in full**  
76 **force and effect.**

77 **7. INSPECTION/ENVIRONMENTAL SITE ASSESSMENT:** This contract is contingent upon approval by Buyer of the condition  
78 of the Real Estate as evidenced by an inspection/environmental site assessment conducted at Buyer's expense and by contractor(s)  
79 selected by Buyer, within \_\_\_\_\_ business days after Seller's acceptance of this contract. Buyer shall indemnify Seller from and  
80 against any loss or damage to the Real Estate caused by the acts or negligence of Buyer or the person performing such inspection. If  
81 written notice of Buyer's disapproval is not served within the time specified, this provision shall be deemed waived by the Buyer and this  
82 Contract shall remain in full force and effect.

83 **8. DISCLOSURE:** Within five (5) business days after the date of acceptance Seller shall provide to the Buyer all information relevant to  
84 the condition, use and operation of the Real Estate available to Seller including but not limited to: schedule of operating expenses, existing  
85 surveys, title policies and any and all recorded nonconsensual liens. Seller shall prepare, and deliver to Buyer, all documentation for  
86 the Real Estate as may be required by applicable disclosure laws in the jurisdiction the property is located. Seller shall also  
87 cooperate with Buyer to secure whatever environmental site assessment Buyer or Buyer's lender deems necessary or  
88 appropriate.

89 **9. CONDOMINIUM/Common Interest Associations:** (If applicable) The Parties agree that the terms contained in this  
90 paragraph, which may be contrary to other terms of this Contract, shall supersede any conflicting terms.

- 91 (a) Title when conveyed shall be good and merchantable, subject to terms, provisions, covenants and conditions of the Declaration  
92 of Condominium/Covenants, Conditions and Restrictions and all amendments; public and utility easements including any  
93 easements established by or implied from the Declaration of Condominiums/Covenants, Conditions and Restrictions or  
94 amendments thereto; party wall rights and agreements; limitations and conditions imposed by the Condominium Property Act;  
95 installments due after the date of Closing of general assessments established pursuant to the Declaration of  
96 Condominium/Covenants, Conditions and Restrictions.  
97 (b) Seller shall be responsible for all regular assessments due and levied prior to Closing and for all special assessments confirmed  
98 prior to the Date of Acceptance.  
99 (c) Buyer has, within five (5) Business Days from the Date of Acceptance, the right to demand from Seller items as stipulated by  
100 the Illinois Condominium Property Act, if applicable, and Seller shall diligently apply for same. This Contract is subject to the  
101 condition that Seller be able to procure and provide to Buyer, a release or waiver of any option of first refusal or other pre-  
102 emptive rights of purchase created by the Declaration of Condominium/Covenants, Conditions and Restrictions within the time

Buyer Initial \_\_\_\_\_ Buyer Initial \_\_\_\_\_ Seller Initial \_\_\_\_\_ Seller Initial \_\_\_\_\_

Address \_\_\_\_\_

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established by the Declaration of Condominium/Covenants, Conditions and Restrictions. In the event the Condominium Association requires personal appearance of Buyer and/or additional documentation, Buyer agrees to comply with the same.

- (d) In the event the documents and information provided by Seller to Buyer disclose that the existing improvements are in violation of existing rules, regulations or other restrictions or that the terms and conditions contained within the documents would unreasonably restrict Buyer's use of the premises or would result in increased financial obligations unacceptable to Buyer in connection with owning the Real Estate, **then Buyer may declare this Contract null and void by giving Seller written notice within five (5) Business Days after the receipt of the documents and information required by Subparagraph (c) above, listing those deficiencies which are unacceptable to Buyer. If written notice is not served within the time specified, Buyer shall be deemed to have waived this contingency, and this Contract shall remain in full force and effect.**
- (e) Seller shall not be obligated to provide a condominium survey.
- (f) Seller shall provide a certificate of insurance showing Buyer (and Buyer's mortgagee, if any) as an insured.

**10. SELLER REPRESENTATION:** Seller represents that Seller has not received written notice from any Governmental body or Owner Association regarding (a) zoning, building, fire or health code violations that have not been corrected; (b) any pending rezoning; (c) any pending condemnation or eminent domain proceeding; or (d) a proposed or confirmed special assessment and/or Special Service Area affecting the Real Estate. Seller represents, however, that, in the case of a special assessment and/or Special Service Area, the following applies:

1. There **[check one]** ☐ is ☐ is not proposed or pending unconfirmed special assessment affecting the Real Estate not payable by Seller after date of Closing.
2. The Real Estate **[check one]** ☐ is ☐ is not located within a Special Service Area, payments for which will not be the obligation of Seller after date of Closing.

**If any of the representations contained herein regarding Owner Association special assessment or Special Service Area are not acceptable to Buyer, Buyer shall have the option to declare this Contract null and void. If written notice of the option to declare this Contract null and void is not given to Seller within ten (10) Business Days after Date of Acceptance or within the term specified in Paragraph 3 (whichever is later), Buyer shall be deemed to have waived such option and this Contract shall remain in full force and effect.** Seller further represents that Seller has no knowledge of boundary line disputes, easements or claims of easement not shown by the public records or any hazardous waste on the Real Estate or any improvements for which the required permits were not obtained. Seller represents that there have been no improvements to the Real Estate which are not either included in full in the determination of the most recent Real Estate tax assessment. Notwithstanding anything to the contrary contained in this contract, Seller represents that to the best of Seller's knowledge, all heating, central cooling, ventilating, electrical and plumbing fixtures and systems on the Real Estate and all equipment to be transferred to Buyer pursuant to this contract are in working order and will be so at the time of closing.

Seller represents that, to the best of Seller's knowledge, there are not now, nor have there been, any underground storage tanks located on the Property and no chemicals or toxic waste have been stored or disposed of on the Property, except for:

\_\_\_\_\_ and that the Property has not been cited for any violation of any Federal, State, County or local environmental law, ordinance or regulation and the Property is not located within any designated legislative "superfund" area, except for: \_\_\_\_\_.

Seller represents that neither Seller nor Seller's agent has received notice of any dwelling zoning, building, fire and health code violations which exists on the date of this contract from any city, village, or other governmental authority.

**11. LEASES:** Seller will not enter into or extend any leases with respect to the Real Estate from and after the date Seller signs this contract without the express prior written consent of Buyer. All security deposits, damage deposits, or other deposits in the possession of Seller, including interest earned, if applicable, shall be assigned to Buyer at the time of closing. Seller is required to deliver assignments of leases and Rent Roll to Buyer at the time of closing. Seller shall deliver to Buyer, within five (5) business days after the Date of Acceptance, true and correct copies of all leases, schedule of expenses, survey, and real estate taxes; this contract is subject to Buyer's review and approval of same within ten (10) business days from the Date of Acceptance. If written notice of Buyer's disapproval is not served within ten (10) business days after Date of Acceptance, this provision shall be deemed waived by the Buyer and this contract shall remain in full force and effect. Seller shall provide fully executed tenant estoppel certificates prior to closing.

**12. TITLE:** At Seller's expense, Seller will deliver or cause to be delivered to Buyer or Buyer's attorney within customary time limitations and sufficiently in advance of Closing, as evidence of title in Seller or Grantor, a title commitment for an ALTA title insurance policy in the amount of the Purchase Price with extended coverage by a title company licensed to operate in the State of Illinois, issued on or subsequent to the Date of Acceptance, subject only to items listed in Paragraph 2. The requirement of providing

Buyer Initial \_\_\_\_\_ Buyer Initial \_\_\_\_\_ Seller Initial \_\_\_\_\_ Seller Initial \_\_\_\_\_  
Address \_\_\_\_\_

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157 extended coverage shall not apply if the Real Estate is vacant land. The commitment for title insurance furnished by Seller will be  
158 presumptive evidence of good and merchantable title as therein shown, subject only to the exceptions therein stated. If the title  
159 commitment discloses unpermitted exceptions, or if the Plat of Survey shows any encroachments which are not acceptable to  
160 Buyer, then Seller shall have said exceptions or encroachments removed, or have the title insurer commit to insure against loss or  
161 damage that may be caused by such exceptions or encroachments. If Seller fails to have unpermitted exceptions waived or title  
162 insurance over prior to Closing, Buyer may elect to take the title as it is then is, with the right to deduct from the Purchase Price  
163 prior encumbrances of a definite or ascertainable amount. Seller shall furnish Buyer at Closing an Affidavit of Title covering the  
164 date of Closing, and shall sign any other customary forms required for issuance of an ALTA 2006 Insurance Policy.

165 **13. PERFORMANCE: Time is of the essence of this Contract.** In any action with respect to this Contract, the Parties are free  
166 to pursue any legal remedies at law or in equity and the prevailing Party in litigation shall be entitled to collect reasonable attorney  
167 fees and costs from the non-Prevailing Party as ordered by a court of competent jurisdiction. There shall be no disbursement of  
168 earnest money unless Escrowee has been provided written agreement from Seller and Buyer. Absent an agreement relative to the  
169 disbursement of earnest money within a reasonable period of time, Escrowee may deposit fund with the Clerk of the Circuit Court  
170 by the filing of an action in the nature of interpleader. Escrowee shall be reimbursed from the earnest money for all costs, including  
171 reasonable attorney fees, related to the filing of the interpleader action. Seller and Buyer shall indemnify and hold Escrowee  
172 harmless from any and all conflicting claims and demands arising under this paragraph.

173 **14. NOTICE:** All Notices shall be in writing and shall be served by one Party or attorney to the other Party or attorney. Notice to  
174 any one of a multiple person Party shall be sufficient Notice to all. Notice shall be given in the following manner:

- 175 (a) By personal delivery of such Notice; or  
176 (b) By mailing of such Notice to the addresses recited herein by regular mail and by certified mail, return receipt requested.  
177 Except as otherwise provided herein, Notice served by certified mail shall be effective on the date of mailing; or  
178 (c) By sending facsimile transmission. Notice shall be effective as of date and time of facsimile transmission, provided that  
179 the Notice transmitted shall be sent on Business Days during Business Hours. In the even fax Notice is transmitted during  
180 non-business hours, the effective date and time of Notice is the first hour of the next Business Day after transmission; or  
181 (d) By sending e-mail transmission. Notice shall be effective as of date and time of e-mail transmission, provided that the  
182 Notice transmitted shall be sent during Business Hours, and provided further that the recipient provides written  
183 acknowledgement to the sender of receipt of the transmission (by e-mail, facsimile, regular mail or commercial overnight  
184 delivery). In the even e-mail Notice is transmitted during non-business hours, the effective date and time of Notice is the  
185 first hour of the next Business Day after transmission; or  
186 (e) By commercial overnight delivery (e.g., FedEx). Such Notice shall be effective on the next Business Day following  
187 deposit with the overnight delivery company.

188 **15. BUSINESS DAYS/HOURS:** Business Days are defined as Monday through Friday, excluding Federal holidays. Business  
189 Hours are defined as 8:00 A.M. to 6:00 P.M. Chicago time.

190 **16. FACSIMILE:** Facsimile signatures shall be sufficient for purposes of executing, negotiating, and finalizing this Contract.

191 **17. DAMAGE TO REAL ESTATE PRIOR TO CLOSING:** If prior to delivery of the deed, the Real Estate shall be destroyed  
192 or materially damaged by fire or other casualty, or the Real Estate is taken by condemnation, then Buyer shall have the option of  
193 either terminating this Contract (and receiving a refund of earnest money) or accepting the Real Estate as damaged or destroyed,  
194 together with the proceeds of the condemnation award or any insurance payable as a result of the destruction or damage, which  
195 gross proceeds Seller agrees to assign to Buyer and deliver to Buyer at closing. Seller shall not be obligated to repair or replace  
196 damaged improvements. The provisions of the Uniform Vendor and Purchaser Risk Act of the State of Illinois shall be applicable  
197 to this Contract, except as modified in this paragraph.

198 **18. PLAT OF SURVEY:** Prior to closing, Seller shall furnish at Seller's expense an ALTA-ACSM survey certified to Buyer,  
199 Buyer's lender (if any) and title insurance company dated not more than six (6) months prior to Date of Acceptance by a licensed  
200 land surveyor showing the location of the improvements thereon (including fences separating the Real Estate from adjoining  
201 properties) and showing all encroachments, if any. If the survey discloses improper location of improvements or encroachments  
202 and Seller is unable to obtain title insurance protection for the benefit of Buyer against loss resulting from such improper locations  
203 or encroachment, Buyer may, at his option, declare this contract to be null and void. Providing all existing improvements  
204 (including fences) and encroachments, if any, appear on the survey thus furnished, Buyer shall bear the cost of any later date  
205 survey which may be required by Buyer's lender or desired by Buyer.

206 **19. BILL OF SALE:** All of the items of personal property shall be transferred to Buyer by delivery at closing of Bill of Sale  
207 without warranty of merchantability or fitness for particular purpose.

Buyer Initial \_\_\_\_\_ Buyer Initial \_\_\_\_\_ Seller Initial \_\_\_\_\_ Seller Initial \_\_\_\_\_  
Address \_\_\_\_\_  
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**20. CLEAN CONDITION:** Seller shall remove all debris from the Real Estate and improvements by date of possession. Buyer shall have the right to inspect the Real Estate and improvements prior to closing to verify that the Real Estate, improvements and included personal property are in substantially the same condition as of the date of Seller's acceptance of this contract, normal wear and tear excepted.

**21. MUNICIPAL ORDINANCES:** Seller shall comply with the terms of any municipal ordinance relating to the transaction contemplated herein for the municipality in which Real Estate is located and shall provide to Buyer at closing evidence of compliance with such ordinances. Transfer taxes required by local ordinance shall be paid by the party designated in such ordinance. Seller shall pay any transfer tax imposed by state law.

**22. SPECIAL FLOOD HAZARD AREA:** Buyer shall have the option to declare this Contract null and void if the Real Estate is located in a special flood hazard area which requires Buyer to carry flood insurance. **If written notice of the option to declare this Contract null and void is not given to Seller within ten (10) Business Days after Date of Acceptance or within the term specified in Paragraph 3 (whichever is later, Buyer shall be deemed to have waived such option and this Contract shall remain in full force and effect.**

**23. TAX LAW COMPLIANCE:** Seller agrees to provide to the Internal Revenue Service the Sale of Real Estate 1099 form as required by law. This contract and the transaction described herein may be subject to the provisions of the Foreign Investment in Real Property Tax Act of 1980 and all amendments thereto (the "Act"). Seller and Buyer shall execute or cause to be executed all documents and take or cause to be taken all actions necessary in order that Buyer shall have no liability, either actual or potential, under the Act. Parties are cautioned that the Real Estate may be situated in a municipality that has adopted a pre-closing inspection requirement, municipal Transfer Tax or other similar ordinances. Transfer taxes required by municipal ordinance shall be paid by the party designated in such ordinance.

**24. CAPTIONS:** Captions are not intended to limit the terms contained after said caption and are not part of the contract.

**25. TAX-DEFERRED EXCHANGE:** Seller and Buyer agree to cooperate in any applicable tax-deferred Exchange, and shall execute all documents with respect thereto at their own expense, pursuant to the applicable provisions of the Internal Revenue Code, as amended from time to time.

**Optional Provisions (Applicable ONLY if Initialed by All Parties)**

**26. \_\_\_\_\_ CONFIRMATION OF DUAL AGENCY:** The Parties confirm that they have previously consented to \_\_\_\_\_ (Licensee) acting as a Dual Agent in providing brokerage services on their behalf and specifically consent to Licensee acting as a Dual Agent in regard to the transaction referred to in this contract.

**27. \_\_\_\_\_ RIDERS:** The terms of Rider(s) \_\_\_\_\_ attached hereto are made a part hereof.

**28. \_\_\_\_\_ TRANSACTIONS NOT CONTINGENT ON FINANCING: IF EITHER OF THE FOLLOWING ALTERNATIVE OPTIONS IS SELECTED, THE PROVISIONS OF THE FINANCING PARAGRAPH 3 SHALL NOT APPLY [CHOOSE ONLY ONE]:**

**a) \_\_\_\_\_ Transaction With No Mortgage (All Cash):** If this selection is made, Buyer will pay at closing, in the form of "Good Funds" the difference (plus or minus prorations) between the Purchase Price and the amount of the Earnest Money deposited pursuant to Paragraph 1 above. Buyer represents to Seller, as of the Date of Offer, that Buyer has sufficient funds available to satisfy the provisions of this paragraph. Buyer agrees to verify the above representation upon the reasonable request of Seller and to authorize the disclosure of such financial information to Seller, Seller's attorney or Seller's broker that may be reasonably necessary to prove the availability of sufficient funds to close. Buyer understands and agrees that, so long as Seller has fully complied with Seller's obligations under this Contract, any act or omission outside of the control of Seller, whether intentional or not, that prevents Buyer from satisfying the balance due from Buyer at closing, shall constitute a material breach of this Contract by Buyer. The Parties shall share the title company escrow closing fee equally.

**b) \_\_\_\_\_ Transaction, Mortgage Allowed:** If this selection is made, Buyer will pay at closing, in the form of "Good Funds" the difference (plus or minus prorations) between the Purchase Price and the amount of the Earnest Money deposited pursuant to Paragraph 1 above. Buyer represents to Seller, as of the Date of Offer, that Buyer has sufficient funds available to satisfy the provisions of this paragraph. Buyer agrees to verify the above representation upon the reasonable request of Seller and to authorize the disclosure of such financial information to Seller, Seller's attorney or Seller's broker that may be reasonably necessary to prove the availability of sufficient funds to close. Notwithstanding such representation, Seller agrees to reasonably and promptly cooperate with Buyer so that Buyer may apply for and obtain a mortgage loan or loans including but not limited to providing access to the Real Estate to satisfy Buyer's obligations to pay the balance due (plus or minus prorations) to close this transaction. Such cooperation shall include the performance in a timely manner of all of Seller's pre-closing obligations under this Contract. **This Contract shall NOT be contingent upon Buyer obtaining financing.** Buyer understands and agrees that, so long as Seller has fully complied with Seller's obligations under this Contract, any act or omission outside of the control of Seller, whether intentional or not, that prevents Buyer from satisfying the balance due from Buyer at Closing shall constitute a material breach of this Contract by Buyer. Buyer shall pay the title company escrow closing fee.

Buyer Initial \_\_\_\_\_ Buyer Initial \_\_\_\_\_ Seller Initial \_\_\_\_\_ Seller Initial \_\_\_\_\_  
Address \_\_\_\_\_  
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257 **THIS DOCUMENT WILL BECOME A LEGALLY BINDING CONTRACT WHEN SIGNED BY ALL PARTIES**  
258 **AND DELIVERED TO THE PARTIES OR THEIR AGENTS.**

259	_____	_____
260	Date of Offer	DATE OF ACCEPTANCE
261	_____	_____
262	Buyer Signature	Seller Signature
263	_____	_____
264	Buyer Signature	Seller Signature
265	_____	_____
266	Print Buyer(s) Name(s) [Required]	Print Seller(s) Name(s) [Required]
267	_____	_____
268	Corporation/Limited Liability Corporation (LLC)	Corporation/Limited Liability Corporation (LLC)
269	_____	_____
270	By-Print Name	By-Print Name
271	_____	_____
272	Address	Address
273	_____	_____
274	City State Zip	City State Zip
275	_____	_____
276	Phone E-mail	Phone E-mail

277	<b>FOR INFORMATION ONLY</b>	
278	<b>eXp Realty, LLC</b>	
279	Selling Office	MLS#
280	_____	_____
281	Buyer's Designated Agent	MLS#
282	_____	_____
283	Phone	Fax
284	_____	_____
285	E-mail	E-mail
286	_____	_____
287	Buyer's Attorney	E-mail
288	_____	_____
289	Phone	Fax
290	_____	_____
291	Mortgage Company	Phone/Fax
	_____	_____
		Management Co. /Other Contact Phone/Fax

292 *This Contract Approved by the DuPage County Bar Association.*

293	
294	<b>Seller Rejection:</b> This offer was presented to Seller on _____, 20____ at ____ : ____ AM/PM
295	and rejected on _____, 20____ at ____ : ____ AM/PM _____ (Seller Initials)

Buyer Initial _____	Buyer Initial _____	Seller Initial _____	Seller Initial _____
Address _____			
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