

RIDER FOR BROKERAGE COMPENSATION
TO CONTRACT FOR PURCHASE AND SALE

Joint approved form: Winnebago County Bar Association “WCBA” and
NorthWest Illinois Alliance of REALTORS® (“NWIAR”)

This Rider is made to a Contract for Purchase and Sale between the undersigned parties for the premises located at _____, Illinois.

The parties agree to amend the Contract for Purchase and Sale as follows:

Brokerage Compensation. Seller and Buyer shall pay compensation in accordance with any listing, representation, or other compensation agreement to which they are a party. The compensation for the Seller's Brokerage shall be paid as specified in the Seller's representation agreement. The compensation for the Buyer's Brokerage shall be paid as specified in the Buyer's representation agreement.

(Seller shall pay at closing Buyer's Brokerage compensation as follows (Check all that apply):

_____ as offered by the Seller's Brokerage to the Buyer's Brokerage in the listing in the amount of _____ (\$ or %), if any.
_____ in the amount of _____ (\$ or %), which is in addition to any amount offered in the listing.)

Buyer shall pay the balance of any amount owed under any Buyer's representation agreement, after deducting any amounts paid by Seller, to Buyer's Brokerage at Closing. Such payments made by Seller to Buyer's Brokerage shall be paid as settlement for compensation to Buyer's Brokerage under Buyer's representation agreement and as offered by Seller's Brokerage through Seller's representation agreement. Seller and Buyer hereby consent to Seller's Brokerage or Buyer's Brokerage receiving compensation from more than one party. Seller and Buyer hereby assign to Seller's Brokerage and Buyer's Brokerage, as applicable, a portion of their funds in escrow equal to such compensation and irrevocably instruct the closing agent to disburse the compensation directly to the brokers. Seller's Brokerage and Buyer's Brokerage are intended third party beneficiaries under this Rider. **The amount or rate of real estate compensation is not fixed by law, but rather is negotiated between Seller, Buyer, and their respective brokerages.**

To the extent there is a conflict between this Rider and the Contract for Purchase and Sale or prior amendments thereto, the terms of this Rider shall control. All other terms of the Contract for Purchase and Sale and any Amendments thereto shall remain in full force and effect.

Dated: _____ Accepted Dated: _____

BUYER: _____ BUYER: _____

SELLER: _____ SELLER: _____