Broker Confirmation

Buyer Information

(Buyer's Name) _____, Street Name: _____,

Unit No.: _____, City: _____, County:_____, State: _____, Zip Code: _____ ("Buyer") to RealEstate Listing Service Corporation (DBA Dorothy.com), 145 Tupelo Avenue, Naperville, IL 60540 ("Listing Broker") and ("Buyer") *to*

Seller Information

(Seller's Name) _____, Street Name: _____,

Unit No.: _____, City: _____, County:_____, State: _____, Zip Code: _____ ("Seller") as to the status of any Buyer's Broker who may have been the "Procuring Cause" for the sale of property

Property Information

located at Street Name: _____, Unit No.: _____,City:_____,

County:_____, State: _____, Zip Code: _____: ("Property").

Buyer's Broker Status: *(Check Only One)*

❑ Buyer warrants that no Buyer's Broker is working for Buyer for the purpose of representing Buyer in the acquisition of real estate by Buyer. Buyer represents that there exists no exclusive, non-exclusive or verbal agreement or representation of an agreement with any Buyer's Broker for the acquisition of real estate by Buyer. No Buyer's Broker is the "Procuring Cause" of this sale. The Buyer is not licensed to sell real estate.

OR

❑ Buyer warrants that (Agent Name) _____, Agent ID: _____,

Office Name: _____, Office ID: _____,

Office Street Name: _____ Office Unit No.: _____, Office City: _____

Office County: _____, Office State: _____, Office Zip Code: _____, Office Phone Number: _____
("Buyer's Broker") was the "Procuring Cause" of the Property being sold and that no other Buyer's Broker was or is the "Procuring Cause".

Definitions: "Procuring Cause" as used in this Broker Confirmation means action that has directly resulted in successfully presenting to the Seller a Buyer who is ready, willing and able to purchase the Property and has thereafter done so under the terms and conditions of the Seller's listing agreement with the Listing Broker. The term Buyer as used in this Broker Confirmation includes buyers, tenants, exchangers, optionees and other categories of potential or actual transferees. The term Buyer's Broker as used in this Broker Confirmation includes Buyer's Agents, Real Estate Brokers or Transaction Brokers.

Buyer Gives Notice: Buyer for himself and his heirs, executors, personal representatives, assigns, successors and transferees hereby agrees to indemnify and hold harmless the Listing Broker and the Seller, their heirs, executors, personal representatives, assigns, successors, transferees, officers, directors, employees, agents, consultants and attorneys (herein, the "Indemnified Parties") from and against any claim, action, cause of action, demand, loss, expense, damage, injury or proceeding, whether in law or in equity, suffered or sustained by any of the Indemnified Parties by reason of any misrepresentation or misinformation contained in or a breach or alleged breach of this Broker Confirmation, including, but not limited to any judgment, award, settlement, attorney's fees and other costs or expenses incurred in connection with the defense of any actual or threatened claim, action, cause of action, demand, loss, expense, damage, injury or proceeding arising, directly or indirectly, from any such misrepresentation, misinformation, breach or alleged breach by the Buyer of this Broker Confirmation.

Miscellaneous: This statement is binding on Buyer's heirs, personal representatives, administrators, successors and assigns. If any part of this confirmation is void for any reason, such invalidity shall not effect the remaining portion of this confirmation. Signatures, initials, and modifications communicated by facsimile will be considered originals. Section, paragraph headings or titles are for convenience only and are not deemed part of this confirmation. For this transaction, the Seller may receive points based on the dollars paid to Dorothy.com. On an annual basis a certain percentage of profits may be shared with Sellers based on points received.

All Buyers must sign. My (our) signature(s) as Buyer hereon acknowledges that this confirmation is true.

Date: _____ Buyer: _____ Buyer Signature: _____

Date: _____ Buyer: _____ Buyer Signature: _____

Seller is responsible for faxing or emailing this executed Broker Confirmation on the day of or within *24 hours* of signing a Contract with Buyer to Dorothy.com. Seller must follow up the fax with a confirming phone call to Dorothy.com.

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