



MAINSTREET ORGANIZATION OF REALTORS®
RESIDENTIAL EXCLUSIVE AGENCY MARKETING AGREEMENT



1
2 BROKERAGE [PRINT LISTING OFFICE NAME] SELLER NAME [PRINT]
3
4 DESIGNATED MANAGING BROKER NAME [PRINT] SELLER NAME [PRINT]
5
6 DESIGNATED AGENT(S) NAME [PRINT]

7 Seller represents and warrants that title to the property is in the name of:
8 and Seller has the authority to sell the Property.

9 1. Property: This Agreement is between the above-mentioned Brokerage and Seller, in consideration of their acceptance
10 of the terms hereof and, efforts of Brokerage to advertise, market, promote, and sell the real estate commonly known as:

11 Address:
12 Unit No: City:
13 County: State: Zip Code:
14 Permanent Index No.: hereinafter referred to as "Property."
15 If Designated Parking is Included: # of space(s); identified as space(s) #; location
16 [CHECK TYPE] deeded space, PIN: limited common element assigned space.
17 If Designated Storage is Included: # of space(s); identified as space(s) #; location
18 [CHECK TYPE] deeded space, PIN: limited common element assigned space.

19 2. Term and Conditions: The term of this Agreement begins 12:01 A.M. Month: Day:
20 Year: and terminates 11:59 P.M. Month: Day: Year:

21 ("marketing period"). Seller gives Brokerage the right to market, sell, option, or exchange the Property to qualified
22 purchasers, to the exclusion of other brokerages and the exclusive right to share the Property with participants in the
23 Midwest Real Estate Database, LLC (hereinafter referred to as "MRED"), and/or any other Multiple Listing Service in
24 which Designated Managing Broker is a participant, in accordance with the applicable rules and regulations of that Multiple
25 Listing Service.

26 ( / ) THE PARTIES UNDERSTAND AND AGREE THAT IT IS ILLEGAL FOR EITHER OF THEM
27 [SELLER(S) INITIALS] TO DISCRIMINATE AGAINST ANY PROSPECTIVE BUYER OR LESSEE ON THE BASIS OF
28 RACE, AGE, COLOR, RELIGION, SEX, ANCESTRY, ORDER OF PROTECTION STATUS, GENDER
29 IDENTITY, MARITAL STATUS, PHYSICAL OR MENTAL DISABILITY, FAMILIAL STATUS, PREGNANCY,
30 NATIONAL ORIGIN, SEXUAL ORIENTATION, MILITARY STATUS, DISHONORABLE DISCHARGE FROM
31 THE MILITARY SERVICE, ARREST RECORD, OR ANY OTHER CLASS PROTECTED BY THE ILLINOIS
32 HUMAN RIGHTS ACT. THE PARTIES AGREE TO COMPLY WITH ALL APPLICABLE FEDERAL, STATE,
33 AND LOCAL FAIR HOUSING LAWS.

34 3. Marketing Price: The price shall be \$

35 4. Possession: Possession is to be negotiated at time of sales contract.

36 5. Fixtures and Personal Property: All of the fixtures and personal property stated herein are owned by Seller and, to the
37 best of Seller's knowledge, are in operating condition unless otherwise noted. Seller agrees to transfer to buyer all fixtures, all
38 heating, electrical, and plumbing systems together with the following items of personal property by Bill of Sale [CHECK OR
39 ENUMERATE APPLICABLE ITEMS]:

- 40 Refrigerator Wine/Beverage Refrigerator Light Fixtures, as they exist Fireplace Gas Log(s)
41 Oven/Range/Stove Sump Pump(s) Built-in or attached shelving Smoke Detectors
42 Microwave Water Softener (unless rented) All Window Treatments & Hardware Carbon Monoxide Detectors
43 Dishwasher Central Air Conditioning Invisible Fence System, Collar & Box Satellite Dish
44 Garbage Disposal Central Humidifier Wall Mounted Brackets (AV/TV) Garage Door Opener(s)
45 Trash Compactor Central Vac & Equipment Security System(s) (unless rented) with all Transmitters
46 Washer All Tacked Down Carpeting Intercom System Outdoor Shed
47 Dryer Existing Storms & Screens Electronic or Media Air Filter(s) Outdoor Playset(s)
48 Attached Gas Grill Window Air Conditioner(s) Backup Generator System Planted Vegetation
49 Water Heater Ceiling Fan(s) Fireplace Screens/Doors/Grates Hardscape

50 Other Items Included:
51 Items NOT Included:

52 Unless otherwise agreed to in writing by Seller and Buyer, Seller shall warrant to Buyer that all fixtures, systems and
53 personal property included in this Agreement shall be in operating condition at possession, except:
54 . A system or item shall be deemed to be in operating condition if it

Designated Managing Broker Initials Seller Initials Seller Initials

55 performs the function for which it is intended, regardless of age, and does not constitute a threat to health or safety.

56 **6. Home Warranty:** Seller shall agree to provide to Buyer a limited home warranty program from \_\_\_\_\_  
57 \_\_\_\_\_ at a charge of \$ \_\_\_\_\_. Seller acknowledges that a home  
58 warranty program is a limited warranty with a deductible. *[STRIKE THROUGH IF NOT OFFERED]*

59 **7. Seller's Designated Agent(s):** Designated Managing Broker designates and Seller accepts: \_\_\_\_\_  
60 \_\_\_\_\_ ("Seller's Designated Agent(s)"), a licensee affiliated with  
61 Designated Managing Broker, as the only legal agent of Seller to market and sell Seller's Property. Designated Managing  
62 Broker reserves the right to appoint additional designated agents for Seller when, in Designated Managing Broker's discretion,  
63 it is necessary. If additional designated agents are appointed, Seller shall be informed in writing within a reasonable time  
64 of such appointment. Seller authorizes Seller's Designated Agent(s), from time to time, to allow another licensee, who is  
65 not an agent of the Seller, to conduct an open house of Seller's Property or provide similar support to Designated Agent(s)  
66 in the marketing of Seller's Property. Seller understands and agrees that this Agreement is a contract for Brokerage to  
67 market and sell Seller's Property and that Seller's Designated Agent(s) is the only legal agent of Seller. Seller's  
68 Designated Agent(s) will be primarily responsible for the direct marketing and sale of Seller's Property. The duties owed  
69 to Seller as referred in the Illinois Real Estate License Act of 2000, as amended, will only be owed to Seller by the  
70 Designated Agent(s). The Designated Managing Broker and the Designated Agent(s) will have only those duties to the  
71 Seller as are required by statute.

72 **8. Possible Dual Agency:** The above-named Designated Agent(s) (hereinafter sometimes referred to as "Licensee") may  
73 undertake a dual representation (represent both the seller or landlord and the buyer or tenant) for the sale or lease of the  
74 Property. Seller acknowledges he was informed of the possibility of this type of representation. Before signing this  
75 document, Seller must read the following:

76 Representing more than one party to a transaction presents a conflict of interest, since both clients may rely upon  
77 Licensee's advice and the clients' respective interests may be adverse to each other. Licensee will undertake this  
78 representation only with the written consent of ALL clients in the transaction. Any agreement between the clients as to a  
79 final contract price and other terms is a result of negotiations between the clients acting in their own best interests and on  
80 their own behalf. Seller acknowledges that Licensee has explained the implications of dual representation, including the  
81 risks involved, and understands that he has been advised to seek independent advice from advisors or attorneys before  
82 signing any documents in this transaction.

83 **WHAT A LICENSEE CAN DO FOR CLIENTS WHEN ACTING AS A DUAL AGENT:**

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

94 **WHAT A LICENSEE CANNOT DISCLOSE TO CLIENTS WHEN ACTING AS A DUAL AGENT:**

- 95 1. Confidential information that Licensee may know about the clients, without the client's permission.
- 96 2. The price or terms the Seller or landlord will take other than the listing price without permission of the Seller or landlord.
- 97 3. The price or terms the buyer or tenant is willing to pay without permission of the buyer or tenant.
- 98 4. A recommended or suggested price or terms the buyer or tenant should offer.
- 99 5. A recommended or suggested price or terms the Seller or landlord should counter with or accept.

100 **If Seller is uncomfortable with this disclosure and dual representation, please let Licensee know. Seller is not**  
101 **required to accept this section unless Seller wants to allow the Licensee to proceed as a Dual Agent in this transaction.**

102  Yes  No ( \_\_\_\_ / \_\_\_\_ ) *[SELLER(S) INITIALS]*

103 By checking "Yes" and initialing, Seller acknowledges that Seller has read and understands this section and voluntarily  
104 consents to the Licensee acting as a Dual Agent (that is, to representing BOTH the Seller or landlord and the buyer or  
105 tenant) should that become necessary.

106 **9. Seller Duties:**

- 107 1. To provide access to property upon reasonable notice;
- 108 2. To make best efforts to maintain property for showings;
- 109 3. To be responsive to Designated Agent(s) within a timely fashion, when requested;

\_\_\_\_\_  
Address: \_\_\_\_\_  
*Designated Managing Broker Initials*

\_\_\_\_\_  
*Seller Initials* \_\_\_\_\_ *Seller Initials*

- 110 4. To notify Designated Agent(s) when Seller receives an offer to purchase the Property from an unrepresented buyer.  
111 5. To direct any and all communication from “Other Brokerages” as defined below to the Designated Agent(s),  
112 including but not limited to, showing requests, questions, and negotiations.  
113 6. To provide any financial information that may affect the ability to provide clear title (e.g. mortgages, municipal liens,  
114 tax liens, or any other liens on the property);  
115 7. To provide full ownership information (e.g. direct ownership, owner(s) of record)  
116 8. To provide any information related to any pending legal proceedings (e.g. eminent domain, foreclosure, divorce, tax sale);  
117 9. To provide any other information regarding pending notices, or requirements from any municipality;  
118 10. To comply with the disclosure requirements of Paragraph 17 of this agreement;  
119 11. To comply in all respects with the Illinois Eavesdropping Act;  
120 12. To provide most recent copies of any Condominium or Homeowners’ Association documents:  
121 a. The covenants, conditions, and restrictions and or the Declaration;  
122 b. HOA articles of incorporation, bylaws, and current Rules and Regulations;  
123 c. Policies, agreements, and notices;  
124 d. Minutes of any meetings for the preceding twenty-four (24) months;  
125 e. Proof of casualty and liability insurance;  
126 f. Status and amount of any reserves and anticipated capital expenditures;  
127 g. Statement of status of any pending suits or judgments to which the association is a party.

128 By checking “Yes” and initialing, Seller acknowledges that when requested of potential buyer’s designated agent(s),  
129 prospective buyers or buyer’s agents may take additional video recordings/photos of the real estate.

130  Yes  No ( \_\_\_\_ / \_\_\_\_ ) [SELLER(S) INITIALS]

131 **10. Notice Regarding Buyer “Offer Letters”:** A communication written by a potential buyer who wants to purchase real  
132 estate often contains personal information about that buyer or the buyer’s family, including reasons why the buyer wants to  
133 buy or reasons why the buyer thinks a seller should sell to the buyer. Although they most often are sent in a multiple-offer  
134 situation, they can occur at any time. Such communications (often referred to as “Offer Letters” or “Buyer Love Letters”)  
135 can be persuasive and may provide information to a seller in determining who ought to buy the Real Estate.

136 **Sellers need to consider that accepting Offer Letters may expose sellers to a claim of discrimination under Federal  
137 Fair Housing laws as well as under the Illinois Human Rights Act. These laws prohibit discrimination against buyers  
138 included in one or more protected classes, and the Offer Letter may include information indicating that a buyer is a  
139 member of such class. If a seller elects not to sell to the buyer who wrote such a letter, that buyer may conclude, and  
140 then claim, that a seller rejected the offer because the buyer was a member of one of those protected classes.**

141  Yes  No ( \_\_\_\_ / \_\_\_\_ ) [SELLER(S) INITIALS]

142 By checking “Yes” and initialing, Seller acknowledges that they will accept “Offer Letters” from Potential Buyers.

143 **11. Representation of Buyers:** Seller acknowledges that Seller has been informed and understands that as part of  
144 Brokerage’s real estate business, Brokerage, from time to time, represents buyers and is required to enter into  
145 representation agreements with those buyers and, as such, may designate certain of its licensees as exclusive buyers’  
146 representatives for the purpose of showing and negotiating the purchase of real estate listed with Brokerage or other real  
147 estate brokerage firms.

148 **12. Buyer Confidentiality:** Seller understands that Brokerage, Designated Managing Broker and Designated Agent(s) may  
149 have previously represented a buyer who is interested in Seller’s Property. During that representation, Designated Managing  
150 Broker and Designated Agent(s) may have learned material information about the buyer that is considered confidential.  
151 Under the law, neither Designated Managing Broker nor Designated Agent(s) may disclose any such confidential  
152 information to Seller even though the Designated Managing Broker and Designated Agent(s) now represent the Seller.

153 **13. Designated Managing Broker’s Affiliates:** Seller understands and agrees that other licensees affiliated with  
154 Brokerage, may represent the actual or prospective buyer of Seller’s Property. Further, Seller understands and agrees that  
155 if the Property is sold through the efforts of a licensee affiliated with Brokerage that represents the buyer, the other  
156 licensee affiliated with Brokerage will be acting as a buyer’s representative.

157 **14. Consent to Represent Other Sellers:** Seller understands and agrees that Brokerage, Designated Managing Broker  
158 and Designated Agent(s) may from time to time represent or assist other sellers who may be interested in selling their  
159 property to buyers. The Seller consents to Brokerage, Designated Managing Broker’s and Designated Agent’s(s’)  
160 representation of such other sellers before, during, and after the expiration of this Exclusive Marketing Agreement and  
161 expressly waives any claims including but not limited to breach of duty or breach of contract based solely upon  
162 Brokerage, Designated Managing Broker’s or Designated Agent’s(s’) representation or assistance of other sellers who  
163 may be interested in selling their property to buyers.

\_\_\_\_\_  
Designated Managing Broker Initials

\_\_\_\_\_  
Seller Initials \_\_\_\_\_ Seller Initials

Address:

164 **15. Compensation:** Seller acknowledges that compensation is not set by law and is fully negotiable. Except as provided  
165 hereafter, in consideration of the obligations of the Brokerage, the Seller agrees to pay Brokerage, and if applicable,  
166 "Other Brokerage" as defined below at the time of closing of the sale of the property, or the initial closing of an  
167 installment contract for deed, and from the disbursement of the proceeds of said sale, compensation:

- 168 1. For Listing Brokerage services \_\_\_\_ % of the purchase price or \$ \_\_\_\_\_. If applicable, additional  
169 compensation for Listing Brokerage shall be: \$ \_\_\_\_\_;
- 170 2. Compensation for the brokerage that effects the execution of a valid binding contract with a buyer ready, willing, and able  
171 to purchase the Property (hereinafter referred to as "Other Brokerage"): \_\_\_\_ % of the purchase price or \$ \_\_\_\_\_
- 172 3. (Other Brokerage may be the listing brokerage when Listing Brokerage is the only brokerage involved in the  
173 transaction), hereinafter referred to as "Offer of Compensation";
- 174 4. For a total compensation of \_\_\_\_ % of purchase price and/or \$ \_\_\_\_\_ (subject to possible adjustments – see  
175 lines 180-191).
- 176 5. In the event the Compensation agreed upon in the sales contract between buyer and Seller is less than the amount  
177 offered on line 171, the difference shall be deducted from the total compensation.
- 178 6. The Illinois Real Estate License Act and the NAR Code of Ethics require disclosure to the client of any additional  
179 policies relating to compensation including, but not limited to:
  - 180 a. Brokerage's compensation policies may affect the distribution of compensation. If the Listing Brokerage  
181 charges a fee of \$ \_\_\_\_\_, it will be added to the Brokerage's compensation and reduced from the Other  
182 Brokerage compensation, but will not affect the total compensation payable by Seller.
  - 183 b. Total compensation may be affected by and as a result could increase or decrease due to Brokerage's policies such as:
    - 184 i. Variable rate, if applicable, described as follows: \_\_\_\_\_
    - 185 \_\_\_\_\_
    - 186 ii. Alternative compensation structure, if any, for Non-Participant(s) (referenced in Paragraph 16 below):  
187 \_\_\_\_\_
    - 188 iii. Brokerage, on a case-by-case basis with permission of the Seller, may agree to different compensation to  
189 brokerages who are Participants as defined in Paragraph 2 above.
    - 190 iv. Other Compensation Information, if applicable: \_\_\_\_\_
    - 191 \_\_\_\_\_

192 **7. As provided in Illinois Administrative Code, no amendment or alteration to the terms, with respect to the amount of**  
193 **compensation or with respect to the time of payment of compensation, shall be valid or binding unless made in writing**  
194 **and signed by the parties. The Parties agree that any agreement made subsequent to the execution of this Agreement**  
195 **by and between Seller and a buyer regarding compensation payable to buyer's brokerage shall be incorporated herein**  
196 **by reference.**

197 If the transaction shall not be closed because of refusal, failure, or inability of the Seller to perform, the Seller shall pay the  
198 compensation in full to Brokerage upon demand. Should a sale be in pending or contingent status at the expiration of this  
199 Agreement, Seller shall pay Brokerage the compensation set forth upon closing of said sale.

200 Seller agrees to pay Brokerage the compensation specified above if Brokerage or any other brokerage procures a buyer, if the  
201 Property is sold within said time by Seller or any other person, or if the Property is sold within \_\_\_\_ days from the expiration  
202 date herein to any prospect to whom the said listing information was submitted during the term of this exclusive agreement.  
203 However, Seller shall not be obligated to pay said compensation if a valid, written listing agreement is entered into during the  
204 term of said protection period with another brokerage and the sale of the Property is made during the term of the subsequent  
205 listing agreement.

206 **Seller reserves the right to sell the Property during the term hereof, without incurring liability for any**  
207 **Compensation to Brokerage, provided that the sale shall not be made to a person produced by the Brokerage, or**  
208 **with whom Brokerage shall have negotiated during the term hereof, or through any other real estate brokerage,**  
209 **and provided that Brokerage, prior to any such sale, has not become entitled to Compensation in accordance with**  
210 **the terms hereof. If Seller sells the Property, Seller will incur no liability for any Compensation to Brokerage, if**  
211 **Seller notifies Designated Managing Broker in writing within twenty-four (24) hours of entering into a bona fide**  
212 **contract as described in this paragraph, specifying the name of the purchaser and the purchase price to be paid as**  
213 **set forth in the contract, and affirmatively represents and warrants in such notice to the Designated Managing**  
214 **Broker that Seller has no knowledge that such buyer is or has been represented by any real estate brokerage. If**  
215 **Designated Managing Broker does not advise Seller in writing within seven (7) days, that Designated Managing**  
216 **Broker has produced or negotiated with the purchaser, it shall be conclusively presumed the Designated Managing**  
217 **Broker has not had any contact with this purchaser.**

218 If Seller sells or leases the property, Seller shall notify Brokerage in writing within twenty-four (24) hours of any  
219 acceptance of any offer of sale, lease, option or exchange, including identity of the parties, price, terms and whether the  
220 sale is being made through any real estate brokerage. If Seller fails to so notify Brokerage, then Seller shall reimburse  
221 Designated Managing Broker for any and all fines, fees or penalties levied by any multiple listing service of which

\_\_\_\_\_  
Designated Managing Broker Initials

\_\_\_\_\_  
Seller Initials      \_\_\_\_\_  
Seller Initials

Address:

222 Designated Managing Broker is a member which are incurred by Designated Managing Broker as a result of such failure  
223 by Seller.

224 **16. Cooperation and Compensation Involving Non-Participants:** Seller grants permission for an Illinois real estate  
225 licensee who is not a Participant as defined in Paragraph 2 to have access to the Property for purposes of showing.

226  Yes  No (\_\_\_\_ / \_\_\_\_ ) [SELLER(S) INITIALS]

227 By checking “Yes” Seller permits an Illinois real estate licensee who is not a Participant as defined in Paragraph 2 to access the  
228 Property. When Seller grants permission to access the Property by brokerage(s) who are not Participants as defined in  
229 Paragraph 2, Seller may authorize Brokerage, on a case-by-case basis, to pay compensation to such brokerage different from  
230 that set forth in Paragraph 15.

231 **17. Marketing Authorization:** Brokerage is authorized to advertise, promote, and market the Property which shall  
232 include, but not be limited to, in Designated Managing Broker’s sole discretion, the display of signs, placement of the  
233 Property in any Multiple Listing Service in which Designated Managing Broker is a participant, and promotion of the  
234 Property through any electronic medium and on any Internet Website to which the Brokerage, Designated Managing  
235 Broker and Designated Agent(s) may subscribe. Brokerage is authorized to affix a keybox to the Property, and provided  
236 the owner is absent, any MLS participant or subscriber associated with the Multiple Listing Service(s), or other licensees  
237 who are not Participants as defined in Paragraph 2 and authorized in the preceding paragraph, whether acting as a buyer’s  
238 representative or otherwise, shall have the right, through use of said keybox, to show the Property at any reasonable time.  
239 It is not a requirement of the Multiple Listing Service or Brokerage that a Seller allow use of a keybox. Seller  
240 acknowledges that neither Listing Brokerage, selling brokerage, the Mainstreet Organization of REALTORS®, nor any  
241 Multiple Listing Service is an insurer against the loss of Seller’s personal property. Seller is advised to safeguard or  
242 remove valuables now located on said Property. Seller is further advised to verify the existence of said valuables and  
243 obtain personal property insurance through Seller’s insurance agent. Seller acknowledges that Designated Managing  
244 Broker may have an obligation under applicable Multiple Listing Service rules and regulations as a condition of placing  
245 the Property in such Multiple Listing Service, to release information to any Multiple Listing Service of which Designated  
246 Managing Broker is a participant at the time the Property is sold and closed, as to the amount of selling price, type of  
247 financing, and number of days to sell the Property. Seller hereby grants Brokerage the right to disclose the release of such  
248 information accordingly.

249 (\_\_\_\_ / \_\_\_\_ ) [SELLER INITIALS] Seller acknowledges that the Offer of Compensation shall not be made via the Multiple  
250 Listing Services and authorizes and directs Brokerage to communicate the Offer of Compensation upon inquiry:

251  (\_\_\_\_ / \_\_\_\_ ) [SELLER INITIALS] Seller authorizes and directs Brokerage to display Offer of Compensation on  
252 Brokerage’s own website.

253  (\_\_\_\_ / \_\_\_\_ ) [SELLER INITIALS] Other: \_\_\_\_\_

254 **18. Office Website Policy:** A Broker Reciprocity Internet Data Exchange (“IDX”) and Virtual Office Website (“VOW”)  
255 exist for the purpose of marketing properties to consumers on the Internet who have established a brokerage-consumer  
256 relationship, as defined by Illinois Real Estate License Act of 2000, as amended, giving the consumer the opportunity to  
257 search for active and closed listing data, subject to Brokerage’s oversight, supervision and accountability. The IDX and  
258 VOW Policy states that an IDX or a VOW shall not display listings or property addresses of any seller who has  
259 affirmatively directed the brokerage to withhold the seller’s listing or property address from display on the Internet. An  
260 IDX and a VOW may allow third parties to write comments or reviews about particular listings or display a hyperlink to  
261 such comments or review in immediate conjunction with particular listings or display an automated estimate of the market  
262 value of the listing (or hyperlink to such estimate) in immediate conjunction with the listing. The Policies allows the  
263 Brokerage to disable or discontinue, at Seller’s request, either or both of the aforementioned IDX and VOW features  
264 (display of listing and display of listing address and ability to make comments or display estimate of market value).

265 **WITH REGARD TO DISPLAYING THE PROPERTY ON THE INTERNET, SELLER HEREBY DIRECTS BROKERAGE AS FOLLOWS:**

266 (\_\_\_\_ / \_\_\_\_ ) [SELLER(S) INITIALS]  I do  do NOT want the Property listing to be displayed on the Internet.

267 (\_\_\_\_ / \_\_\_\_ ) [SELLER(S) INITIALS]  I do  do NOT want the Property address to be displayed on the Internet.

268 (\_\_\_\_ / \_\_\_\_ ) [SELLER(S) INITIALS]  I do  do NOT give permission for comments or reviews on my listing.

269 (\_\_\_\_ / \_\_\_\_ ) [SELLER(S) INITIALS]  I do  do NOT want any automated estimate of value on my listing.

270 Seller acknowledges reading and understanding the options presented above and that, if Seller has selected do NOT want the  
271 Property listing to be displayed on the Internet, consumers who conduct searches for listings on the Internet will not see  
272 information about Seller’s Property in response to their search.

273 **19. Title Insurance and Survey:** Seller acknowledges that Seller has not added to nor disposed of any part of the  
274 Property, or gained any easements in favor of or against the Property not disclosed in the Title Guaranty Policy except as  
275 stated herein. Prior to closing, Seller agrees to furnish at Seller’s expense a title insurance commitment for an Owner’s

\_\_\_\_ Designated Managing Broker Initials

\_\_\_\_ Seller Initials \_\_\_\_\_ Seller Initials

Address:

276 Title Insurance Policy in the amount of the sale price, showing good title in the owner's name. After a sales contract has  
277 been signed, arrangements must be made to secure title insurance and schedule the closing. Seller understands that Seller  
278 is not required to use any particular title insurance company and that Seller or Seller's attorney may select any qualified  
279 licensed company for Seller's title insurance needs. Not less than one (1) business day prior to closing, except where the  
280 subject property is a condominium, Seller may be required, at Seller's expense, to furnish a Plat of Survey dated not more  
281 than six (6) months prior to the date of closing, prepared by an Illinois registered land surveyor, showing any  
282 encroachments, measurements of all lot lines, all easements of record, building set-back lines of record, fences, all  
283 building and other improvements on the real estate and distances therefrom to the nearest two lot lines. In addition, the  
284 survey to be provided shall be a boundary survey conforming to the requirements of the Illinois Department of  
285 Professional Regulation found at 68 Ill. Adm. Code, Sec. 170.56. The survey shall show all corners staked and flagged or  
286 otherwise monumented. The survey shall have the following statement prominently appearing near the professional land  
287 surveyor seal and signature: "This professional service conforms to the current Illinois minimum standards for a boundary  
288 survey. A Mortgage Inspection, as defined, is not a boundary survey, and does not satisfy the necessary requirements."

289 With regard to the issuance of title insurance:

290  (\_\_\_\_ / \_\_\_\_ ) [SELLER(S) INITIALS] Seller authorizes Brokerage to order title insurance and related services on  
291 Seller's behalf through \_\_\_\_\_, an affiliate of Brokerage, for the estimated charges as disclosed in the  
292 Federal and State Disclosure Statements provided Seller by Brokerage.

293  (\_\_\_\_ / \_\_\_\_ ) [SELLER(S) INITIALS] Seller directs that \_\_\_\_\_ provide the title insurance related services as  
294 stated above.

295  (\_\_\_\_ / \_\_\_\_ ) [SELLER(S) INITIALS] Seller or Seller's attorney will make the necessary arrangements for title insurance and  
296 any related services.

297 **20. Disclosure:** Seller understands that the information which Seller provides to Seller's Designated Agent(s) as  
298 marketing information will be used to advertise Seller's Property to the public and submitted to the Multiple Listing  
299 Service. It is essential that this information be accurate and truthful. Seller agrees to comply with the provisions of the  
300 Illinois Residential Real Property Disclosure Act, the Illinois Radon Awareness Act and, if applicable, the Federal Lead  
301 Based Paint Disclosure Regulations. Seller shall complete the applicable disclosure document(s) in a timely manner, shall  
302 not knowingly provide false or inaccurate information therein, and shall comply with all local government ordinances.  
303 Although Seller is marketing Seller's Property in its present physical condition, Seller understands that Seller may be held  
304 responsible by a buyer for any latent or hidden, undisclosed defects in the Property which are known to Seller but which  
305 are not disclosed to buyer. Seller shall indemnify, save, defend and hold Brokerage, Designated Managing Broker, and  
306 Seller's Designated Agent(s) harmless from all claims, disputes, litigation, judgments and/or costs (including reasonable  
307 attorney's fees), whether or not frivolous, arising from any misrepresentations made by the Seller, from any incorrect  
308 information supplied by the Seller, or from any material fact concerning the Property including latent defects which the  
309 Seller fails to disclose. Further, Seller shall indemnify, save, defend, and hold Brokerage, Designated Managing Broker,  
310 and Seller's Designated Agent(s) harmless from any claim, loss, damage, or injury to any person or Property while  
311 viewing the Property arising from the condition of Seller's Property.

312 The current form residential sales contract contains the following representations to be made by seller:

313 Seller represents that with respect to the Real Estate, Seller has no knowledge of, nor has Seller received any written  
314 notice from any association or governmental entity regarding:

- 315 1. Zoning, building, fire or health code violations that have not been corrected;
- 316 2. Any pending rezoning;
- 317 3. Boundary line disputes;
- 318 4. Any pending condemnation or Eminent Domain proceeding;
- 319 5. Easements or claims of easements not shown on the public records;
- 320 6. Any hazardous waste on the Real Estate;
- 321 7. Real estate tax exemption(s) to which Seller is not lawfully entitled; or
- 322 8. Any improvements to the Real Estate for which the required initial and final permits were not obtained.

323 Seller further represents that:

324 (\_\_\_\_ / \_\_\_\_ ) [SELLER(S) INITIALS] There [CHECK ONE]  are  are not improvements to the Real Estate which are  
325 not included in full in the determination of the most recent tax assessment.

326 (\_\_\_\_ / \_\_\_\_ ) [SELLER(S) INITIALS] There [CHECK ONE]  are  are not improvements to the Real Estate which are  
327 eligible for the home improvement tax exemption.

328 (\_\_\_\_ / \_\_\_\_ ) [SELLER(S) INITIALS] There [CHECK ONE]  is  is not an unconfirmed pending special assessment  
329 affecting the Real Estate by any association or governmental entity payable by Buyer after the date of Closing.

330 (\_\_\_\_ / \_\_\_\_ ) [SELLER(S) INITIALS] The Real Estate [CHECK ONE]  is  is not located within a Special Assessment Area  
331 or Special Service Area, payments for which will not be the obligation of Seller after the year in which the closing occurs.

332 If the seller has any questions or concerns regarding the representation to be made in the sales contract, seller reserves the  
333 right to obtain legal advice.

334 **21. Limitations:** The sole duty of the Brokerage is to affect a sale of the Property. The Brokerage, Designated Managing  
335 Broker, Seller's Designated Agent(s), members of the Multiple Listing Service(s) to which the Designated Managing  
336 Broker belongs, and the Mainstreet Organization of REALTORS® are not charged with the custody of the Property, its  
337 management, maintenance, upkeep, or repair. Illinois law allows licensees to prepare the sales contract using approved  
338 preprinted forms, but does not allow licensees to draft other legal documents required to close the sale. Therefore, the  
339 Seller agrees to draft and furnish, or have Seller's attorney draft and furnish all other legal documents necessary to close  
340 the sale.

341 **22. Minimum Services:** Illinois Real Estate License Act of 2000, as amended provides that all exclusive brokerage  
342 agreements must specify that the sponsoring broker, through one or more sponsored licensees, must provide at a  
343 minimum, the following services: (1) accept delivery of and present to the client offers and counter-offers to buy, sell, or  
344 lease the client's property or the property the client seeks to purchase or lease; (2) assist the client in developing,  
345 communicating, negotiating, and presenting offers, counter offers, and notices that relate to the offers and counteroffers  
346 until a lease or purchase agreement is signed and all contingencies are satisfied or waived; and (3) answer the client's  
347 questions relating to the offers, counter-offers, notices, and contingencies.

348 **23. Taxes and Assessments:** All taxes and all usually prorated expenses shall be prorated pursuant to the terms of the  
349 sales contract. Seller shall disclose any assessments or special taxes for improvements or lien for improvements, either of  
350 record or in process, applicable to the Property marketed herein, and should the Seller receive any notice thereof, Seller  
351 agrees to notify the Designated Managing Broker or Designated Agent(s) immediately.

352 1. SPECIAL ASSESSMENTS: Seller represents that there: [CHECK ONE]  is  is not a proposed or pending  
353 unconfirmed special assessment affecting the property not payable by Seller after the date of closing. Seller further  
354 represents that the following confirmed special assessments are not due or will be due after the date of closing:  
355 \_\_\_\_\_, 20\_\_\_\_ in the amount of \$ \_\_\_\_\_.

356 2. SPECIAL SERVICE AREA: Seller represents that the property: [CHECK ONE]  is  is not located within a  
357 Special Service Area, payments for which will not be the obligation of Seller after the date of Closing.

358 3. CONDOMINIUM OR HOMEOWNERS' ASSOCIATION(S): The property and improvements described herein  
359 [CHECK ONE]  are  are not part of a Condominium or Homeowners' Association. If the property is part of a  
360 Condominium or Homeowners' Association, the contract information for such association is:

361 Association Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_  
362 Management Company Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

363 4. ASSOCIATION ASSESSMENTS/FEES: Seller acknowledges a current Condominium or Homeowners' Association  
364 Assessment/Fee of \$ \_\_\_\_\_ per \_\_\_\_\_ which includes: \_\_\_\_\_  
365 \_\_\_\_\_

366 5. ADDITIONAL ASSOCIATION ASSESSMENTS/FEES: Seller further acknowledges additional assessments/fees  
367 (such as a Master Association Fee) of \$ \_\_\_\_\_ per \_\_\_\_\_ which includes: \_\_\_\_\_  
368 \_\_\_\_\_

369 **24. Earnest Money [CHOOSE ONE]:**

370 1.  (\_\_\_\_ / \_\_\_\_)  
371 [SELLER INITIALS] The Earnest Money shall be held by the Brokerage, as Escrowee in trust for the mutual benefit of  
372 the Buyer and Seller (hereinafter "Parties") in a manner consistent with Illinois State Law. Upon  
373 initial closing, or settlement, the Earnest Money shall be applied first to the payment of any  
374 expenses incurred by the Brokerage on Seller's behalf in the sale, and second to payment of the  
375 Brokerage's compensation, rendering the surplus, if any, to the Seller. If a dispute arises between  
376 the Parties to a real estate transaction as to whether a default has occurred, the Escrowee shall  
377 hold the Earnest Money and implement the procedure for disbursement as agreed in writing by  
378 the Parties in the real estate contract, or pay pursuant to subsequent joint written direction to  
379 Escrowee, or as directed by a court of competent jurisdiction. Further, Seller agrees that  
380 Escrowee may deposit the funds with the clerk of the Circuit Court by an action in the nature of  
381 interpleader. Seller agrees Escrowee may be reimbursed from the Earnest Money for all costs,  
382 including reasonable attorney's fees, related to the filing of the interpleader and hereby agrees to  
383 indemnify and hold Escrowee harmless from any and all claims and demands, including the  
384 payment of reasonable attorney's fees, costs, and expenses arising out of such default, claims, and  
385 demands. If Seller defaults, Earnest Money, at the option of Buyer, shall be refunded to Buyer,  
but such refunding shall not release Seller from the obligation of this Marketing Agreement.

386 Transfer of escrow money to the closing agent for the transaction may be made no sooner than  
387 two (2) business days prior to the scheduled closing date.  
388 2.  (\_\_\_\_ / \_\_\_\_)  
389 [SELLER INITIALS] Brokerage maintains a policy of not holding earnest money or any moneys in escrow for any  
390 reason. At the written direction of the Parties to a real estate transaction, Earnest Money  
391 deposited by a Buyer in the transaction shall be held in trust by an Escrowee selected by Parties.  
392 Escrowee shall be duly licensed and authorized to hold money in escrow for the mutual benefit of  
393 the Parties in a manner consistent with Illinois Law. In that event, the terms of a written  
394 agreement between Escrowee and the Parties to the real estate transaction shall control all issues  
395 regarding the holding and the disbursement of Earnest Money. If Seller defaults, any refunding  
396 of the Earnest Money to Buyer at Buyer's direction shall not release Seller from the obligation of  
this Marketing Agreement.

397 **25. Amendments:** Should it be necessary to amend or modify this Agreement, facsimile signatures of all parties to this  
398 Marketing Agreement are accepted as original signatures. This Agreement may be executed in multiple copies and  
399 Seller's signature hereon acknowledges that Seller has received a signed copy.

400 **26. Mediation:** Any controversy or claim arising out of or relating to this Agreement or the breach thereof shall be  
401 mediated in accordance with rules then pertaining of the American Arbitration Association.

402 **27. Indemnification of Designated Managing Broker:** Seller agrees to indemnify Designated Managing Broker and  
403 Designated Agent(s) and to hold Designated Managing Broker and Designated Agent(s) harmless from all claims,  
404 disputes or litigation and all judgments, loss, damage, cost or expense, including attorneys' fees incurred by Designated  
405 Managing Broker or Designated Agent(s), arising out of this Agreement, or the collection of fees or Compensation due  
406 Brokerage pursuant to the terms and conditions of this Agreement or arising out of any misstatements or misinformation,  
407 provided to Designated Managing Broker or Designated Agent(s) by Seller.

408 **28. Disclaimer:** Seller acknowledges that Brokerage, Designated Managing Broker and Seller's Designated Agent(s) are  
409 acting solely as real estate professionals, and not as attorney, tax advisor, surveyor, structural engineer, home inspector,  
410 environmental consultant, architect, contractor, or other professional service provider. Seller understands that such other  
411 professional service providers are available to render advice or services to the Seller, if desired, at Seller's expense.

412 **29. Costs of Third-Party Services or Products:** Seller is responsible for the costs of all third-party products or services  
413 such as surveys, soil tests, title reports, well and septic tests, etc.

414 **30. Lease of Property:** Although the purpose of this Agreement is to bring about a sale, option, or exchange of the  
415 Property, Seller agrees to pay Brokerage \$ \_\_\_\_\_ if the Property is leased within the marketing period. If the  
416 tenant to whom the Property is leased later purchases the Property, Seller agrees to pay to Brokerage, compensation of  
417 \_\_\_\_\_ on the full sale price. If the property is to be marketed for lease, a separate exclusive listing agreement for  
418 lease will need to be agreed upon by the parties to this agreement.

419 **31. Severability:** In case any one or more provisions of this Agreement shall, for any reason, be held to be invalid,  
420 illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision  
421 hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been  
422 contained herein.

423 **32. Notice:** All notices required shall be in writing and shall be served by one Party to the other Party. Notice to any one  
424 of the multiple-person Party shall be sufficient notice to all. Notice shall be given in the following manner:

- 425 1. By personal delivery of such notice; or
- 426 2. By mailing of such notice to the addresses recited herein by regular mail and by certified mail, return receipt requested.  
427 Except as otherwise provided herein, notice served by certified mail shall be effective on the date of mailing; or
- 428 3. By sending facsimile transmission. Notice shall be effective as of date and time of facsimile transmission, provided  
429 that the notice transmitted shall be sent on business days during business hours (8:00 A.M. to 6:00 P.M. Chicago  
430 Time). In the event fax notice is transmitted during non-business hours, the effective date and time of notice is the  
431 first hour of the first business day after transmission; or
- 432 4. By sending e-mail transmission. Notice shall be effective as of date and time of e-mail transmission, provided that the  
433 notice transmitted shall be sent on business days during business hours (8:00 A.M. to 6:00 P.M. Chicago Time), and  
434 provided further that the **recipient provides written acknowledgment to the sender** of receipt of the transmission  
435 (by e-mail, facsimile, or by regular mail). In the event e-mail notice is transmitted during non-business hours, the  
436 effective date and time of notice is the first hour of the first business day after transmission; or
- 437 5. By commercial overnight delivery (e.g., FedEx). Such Notice shall be effective on the next Business Day following  
438 deposit with the overnight delivery company.



