



MAINSTREET ORGANIZATION OF REALTORS®
RESIDENTIAL EXCLUSIVE RIGHT TO SELL 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(S) [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's 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 exclusive right to market, sell, option, or exchange the Property to qualified
22 purchasers and the exclusive right to share the Property with participants in the Midwest Real Estate Database, LLC
23 (hereinafter referred to as "MRED"), and any other Multiple Listing Service in which Designated Managing Broker is a
24 participant, in accordance with the applicable rules and regulations of that Multiple Listing Service.

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

33 3. Marketing Price: The price shall be: \$ \_\_\_\_\_.

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

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

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

48 Other Items Included: \_\_\_\_\_

49 Items NOT Included: \_\_\_\_\_

50 Unless otherwise agreed to in writing by Seller and buyer, Seller shall warrant to buyer that all fixtures, systems and personal
51 property included in this Agreement shall be in operating condition at possession, except: \_\_\_\_\_

52 \_\_\_\_\_. A system or item shall be deemed to be in operating condition
53 if it performs the function for which it is intended, regardless of age, and does not constitute a threat to health or safety.

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

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

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

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

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

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

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

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

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

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

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

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

104 **9. Seller Duties:**

- 105 1. To provide access to property upon reasonable notice;
- 106 2. To make best efforts to maintain property for showings;
- 107 3. To provide all communication information and to be responsive to Designated Agent(s) within a timely fashion, when requested;
- 108 4. To provide any financial information that may affect the ability to provide clear title (e.g. mortgages, municipal liens,  
109 tax liens, or any other liens on the Property);

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

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

Address: \_\_\_\_\_

- 110 5. To provide full ownership information (e.g. direct ownership, owner(s) of record);
- 111 6. To provide any information related to any pending legal proceedings (e.g. eminent domain, foreclosure, divorce, tax sale);
- 112 7. To provide any other information regarding pending notices, or requirements from any municipality;
- 113 8. To comply with the disclosure requirements of Paragraph 17 of this agreement;
- 114 9. To refer to Designated Managing Broker or Seller's Designated Agent(s) all inquiries about this Property;
- 115 10. To comply in all respects with the Illinois Eavesdropping Act;
- 116 11. To provide most recent copies of any Condominium or Homeowners' Association documents:
  - 117 a. The covenants, conditions, and restrictions and the Declaration;
  - 118 b. HOA articles of incorporation, bylaws, and current Rules and Regulations;
  - 119 c. Policies, agreements, and notices;
  - 120 d. Minutes of any meetings for the preceding twenty-four (24) months;
  - 121 e. Proof of casualty and liability insurance;
  - 122 f. Status and amount of any reserves and anticipated capital expenditures;
  - 123 g. Statement of status of any pending suits or judgments to which the association is a party.

124 By checking "Yes" and initialing, Seller acknowledges that when requested of potential buyer's designated agent(s),  
125 prospective buyers or buyer's agents may take additional video recordings/photos of the real estate.

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

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

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

137 By checking "Yes" and initialing, Seller acknowledges that they will accept "Offer Letters" from potential buyers.

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

139 **11. Representation of Buyers:** Seller acknowledges that Seller has been informed and understands that as part of  
140 Brokerage's real estate business, Brokerage, from time to time, represents buyers, and is required to enter into representation  
141 agreement with those buyers and, as such, may designate certain of its licensees as buyers' representatives for the purpose  
142 of showing and negotiating the purchase of real estate listed with Brokerage or other real estate brokerage firms.

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

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

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

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

162 1. For Listing Brokerage services \_\_\_\_ % of the purchase price or \$ \_\_\_\_\_. If applicable, additional compensation  
163 for Listing Brokerage shall be: \$ \_\_\_\_\_;

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

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

- 164 2. Compensation for the brokerage that effects the execution of a valid binding contract with a buyer ready, willing, and able to  
 165 purchase the Property (hereinafter referred to as "Other Brokerage"): \_\_\_\_\_ % of the purchase price or \$ \_\_\_\_\_  
 166 (Other Brokerage may be the listing brokerage when Listing Brokerage is the only brokerage involved in the  
 167 transaction), hereinafter referred to as "Offer of Compensation";
- 168 3. For a total compensation of \_\_\_\_\_ % of purchase price and/or \$ \_\_\_\_\_ (subject to possible adjustments –  
 169 see lines 174-185).
- 170 4. In the event the Compensation agreed upon in the sales contract between buyer and Seller is less than the amount offered  
 171 on line 165, the difference shall be deducted from the total compensation.
- 172 5. The Illinois Real Estate License Act and the NAR Code of Ethics require disclosure to the client of any additional  
 173 policies relating to compensation including, but not limited to:
- 174 a. Brokerage's compensation policies may affect the distribution of compensation. If the Listing Brokerage charges  
 175 a fee of \$ \_\_\_\_\_, it will be added to the Brokerage's compensation and reduced from the Other  
 176 Brokerage compensation, but will not affect the total compensation payable by Seller.
- 177 b. Total compensation may be affected by and as a result could increase or decrease due to Brokerage's policies such as:  
 178 i. Variable rate, if applicable, described as follows: \_\_\_\_\_  
 179 \_\_\_\_\_  
 180 ii. Alternative compensation structure, if any, for Non-Participant(s) (referenced in Paragraph 16 below):  
 181 \_\_\_\_\_  
 182 iii. Brokerage, on a case-by-case basis with permission of the Seller, may agree to different compensation to  
 183 brokerages who are Participants as defined in Paragraph 2 above.  
 184 iv. Other Compensation Information, if applicable: \_\_\_\_\_  
 185 \_\_\_\_\_

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

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

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

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

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

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

206 **17. Marketing Authorization:** Brokerage is authorized to advertise, promote, and market the Property which shall include,  
 207 but not be limited to, in Designated Managing Broker's sole discretion, the display of signs, placement of the Property in  
 208 any Multiple Listing Service in which Designated Managing Broker is a participant, and promotion of the Property through  
 209 any electronic medium and on any Internet Website to which the Brokerage, Designated Managing Broker, and Designated  
 210 Agent(s) may subscribe. Brokerage is authorized to affix a keybox to the Property, and provided the owner is absent, any  
 211 MLS participant or subscriber associated with the Multiple Listing Service(s), or other licensees who are not Participants  
 212 as defined in Paragraph 2 and authorized in the preceding paragraph, whether acting as a buyer's representative or otherwise,  
 213 shall have the right, through use of said keybox, to show the Property at any reasonable time. It is not a requirement of the  
 214 Multiple Listing Service or Brokerage that a Seller allow use of a keybox. Seller acknowledges that neither Listing  
 215 Brokerage, selling brokerage, the Mainstreet Organization of REALTORS®, nor any Multiple Listing Service is an insurer  
 216 against the loss of Seller's personal property. Seller is advised to safeguard or remove valuables now located on said  
 217 Property. Seller is further advised to verify the existence of said valuables and obtain personal property insurance through  
 218 Seller's insurance agent. Seller acknowledges that Designated Managing Broker may have an obligation under applicable  
 219 Multiple Listing Service rules and regulations, as a condition of placing the Property in such Multiple Listing Service, to

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

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

Address:

220 release information to any Multiple Listing Service of which Designated Managing Broker is a participant at the time the  
221 Property is sold and closed, as to the amount of selling price, type of financing, and number of days to sell the Property.  
222 Seller hereby grants Brokerage the right to disclose the release of such information accordingly.

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

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

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

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

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

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

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

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

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

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

247 **19. Title Insurance and Survey:** Seller acknowledges that Seller has not added to nor disposed of any part of the Property,  
248 or gained any easements in favor of or against the Property not disclosed in the Title Guaranty Policy except as stated herein.  
249 Prior to closing, Seller agrees to furnish at Seller's expense a title insurance commitment for an Owner's Title Insurance  
250 Policy in the amount of the sale price, showing good title in the owner's name. After a sales contract has been signed,  
251 arrangements must be made to secure title insurance and schedule the closing. Seller understands that Seller is not required  
252 to use any particular title insurance company and that Seller or Seller's attorney may select any qualified licensed company  
253 for Seller's title insurance needs. Not less than one (1) business day prior to closing, except where the subject property is a  
254 condominium, Seller may be required, at Seller's expense, to furnish a Plat of Survey dated not more than six (6) months  
255 prior to the date of closing, prepared by an Illinois registered land surveyor, showing any encroachments, measurements of  
256 all lot lines, all easements of record, building set-back lines of record, fences, all building and other improvements on the  
257 real estate and distances therefrom to the nearest two lot lines. In addition, the survey to be provided shall be a boundary  
258 survey conforming to the requirements of the Illinois Department of Financial and Professional Regulation found at 68 Ill.  
259 Adm. Code, Sec. 170.56. The survey shall show all corners staked and flagged or otherwise monumented. The survey shall  
260 have the following statement prominently appearing near the professional land surveyor seal and signature: "This  
261 professional service conforms to the current Illinois minimum standards for a boundary survey. A Mortgage Inspection, as  
262 defined, is not a boundary survey, and does not satisfy the necessary requirements."

263 With regard to the issuance of title insurance:

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

267  (\_\_\_\_ / \_\_\_\_ ) [SELLER INITIALS] Seller directs that \_\_\_\_\_ provide the title insurance and  
268 related services as stated above.

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

271 **20. Disclosure:** Seller understands that the information which Seller provides to Seller's Designated Agent(s) as marketing  
272 information will be used to advertise Seller's Property to the public and submitted to the Multiple Listing Service. It is  
273 essential that this information be accurate and truthful. Seller agrees to comply with the provisions of the Illinois Residential  
274 Real Property Disclosure Act, the Illinois Radon Awareness Act and, if applicable, the Federal Lead Based Paint Disclosure

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

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

Address: \_\_\_\_\_

275 Regulations. Seller shall complete the applicable disclosure document(s) in a timely manner, shall not knowingly provide false  
276 or inaccurate information therein, and shall comply with all local government ordinances. Although Seller is marketing Seller's  
277 Property in its present physical condition, Seller understands that Seller may be held responsible by a buyer for any latent or  
278 hidden, undisclosed defects in the Property which are known to Seller but which are not disclosed to buyer. Seller shall  
279 indemnify, save, defend and hold Brokerage, Designated Managing Broker, and Seller's Designated Agent(s) harmless from  
280 all claims, disputes, litigation, judgments and costs (including reasonable attorney's fees), whether or not frivolous, arising  
281 from any misrepresentation made by Seller, from any incorrect information supplied by the Seller, or from any material fact  
282 concerning the Property including latent defects which the Seller fails to disclose. Further, Seller shall indemnify, save, defend,  
283 and hold Brokerage, Designated Managing Broker, and Seller's Designated Agent(s) harmless from any claim, loss, damage,  
284 or injury to any person or property while viewing the Property arising from the condition of Seller's Property.

285 The current form residential sales contract contains the following representations to be made by Seller.

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

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

296 Seller further represents that:

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

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

301 (\_\_\_\_ / \_\_\_\_ ) [SELLER INITIALS] There [CHECK ONE]  is  is not an unconfirmed pending special assessment affecting  
302 the Real Estate by any association or governmental entity payable by buyer after the date of closing.

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

305 If the Seller has any questions or concerns regarding the representation to be made in the sales contract, Seller reserves the  
306 right obtain legal advice.

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

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

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

324 1. SPECIAL ASSESSMENTS: Seller represents that there: [CHECK ONE]  is  is not a proposed or pending  
325 unconfirmed special assessment affecting the Property not payable by Seller after the date of closing. Seller further  
326 represents that the following confirmed special assessments are not due or will be due after the date of closing:

327 \_\_\_\_\_, 20 \_\_\_\_ in the amount of \$ \_\_\_\_\_.

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

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

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

Address:

330 3. CONDOMINIUM OR HOMEOWNERS' ASSOCIATION(S): **The Property and improvements described herein**  
331 *[CHECK ONE]*  **are**  **are not** part of a Condominium or Homeowners' Association. If the Property is part of a  
332 Condominium or Homeowners' Association, the contact information for such association is:

333 Association Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_  
334 Management Company Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

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

338 5. ADDITIONAL ASSOCIATION ASSESSMENT/FEES: Seller further acknowledges additional assessments/fees  
339 (such as a Master Association Fee) of \$ \_\_\_\_\_ per \_\_\_\_\_ which includes: \_\_\_\_\_  
340 \_\_\_\_\_

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

342 1.  (\_\_\_\_ / \_\_\_\_) The Earnest Money shall be held by the Brokerage, as Escrowee in trust for the mutual benefit of  
343 *[SELLER INITIALS]* the buyer and Seller (hereinafter "Parties") in a manner consistent with Illinois State Law. Upon initial  
344 closing, or settlement, the Earnest Money shall be applied first to the payment of any expenses incurred by the Brokerage on  
345 Seller's behalf in the sale, and second to payment of the Brokerage's compensation, rendering the surplus, if any, to the Seller.  
346 If a dispute arises between the Parties to a real estate transaction as to whether a default has occurred, the Escrowee shall hold  
347 the Earnest Money and implement the procedure for disbursement as agreed in writing by the Parties in the real estate contract,  
348 or pay pursuant to subsequent joint written direction to Escrowee, or as directed by a court of competent jurisdiction. Further,  
349 Seller agrees that Escrowee may deposit the funds with the Clerk of the Circuit Court by an action in the nature of interpleader.  
350 Seller agrees Escrowee may be reimbursed from the Earnest Money for all costs, including reasonable attorney's fees, related  
351 to the filing of the interpleader and hereby agrees to indemnify and hold Escrowee harmless from any and all claims and  
352 demands, including the payment of reasonable attorney's fees, costs, and expenses arising out of such default, claims, and  
353 demands. If Seller defaults, Earnest Money, at the option of the buyer, shall be refunded to buyer, but such refunding shall not  
354 release Seller from the obligation of this Agreement. Transfer of escrow money to the closing agent for the transaction may be  
355 made no sooner than two (2) business days prior to the scheduled closing date.

356 2.  (\_\_\_\_ / \_\_\_\_) Brokerage maintains a policy of not holding earnest money or any moneys in escrow for any reason.  
357 *[SELLER INITIALS]* At the written direction of the Parties to a real estate transaction, Earnest Money deposited by a  
358 buyer in the transaction shall be held in trust by an Escrowee selected by Parties. Escrowee shall be duly licensed and  
359 authorized to hold money in escrow for the mutual benefit of the Parties in a manner consistent with Illinois Law. In that  
360 event, the terms of a written agreement between Escrowee and the Parties to the real estate transaction shall control all  
361 issues regarding the holding and the disbursement of Earnest Money. If Seller defaults, any refunding of the Earnest Money  
362 to buyer at buyer's direction shall not release Seller from the obligation of this Agreement.

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

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

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

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

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

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

