



**MAINSTREET ORGANIZATION OF REALTORS®**  
**RESIDENTIAL EXCLUSIVE RIGHT TO SELL MARKETING AGREEMENT**  
**WHEN SIGNED BY ALL PARTIES, THIS BECOMES A LEGALLY BINDING CONTRACT**



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

38 **6. Seller’s Designated Agent(s):** Designated Managing Broker designates and Seller accepts: \_\_\_\_\_  
 39 \_\_\_\_\_ (“Seller’s Designated Agent(s)”), a licensee affiliated with  
 40 Designated Managing Broker, as the only legal agent of Seller to market and sell Seller’s Property. Designated Managing  
 41 Broker reserves the right to appoint additional designated agents for Seller when, in Designated Managing Broker’s  
 42 discretion, it is necessary. If additional designated agents are appointed, Seller shall be informed in writing within a  
 43 reasonable time of such appointment. Seller authorizes Seller’s Designated Agent(s), from time to time, to allow another  
 44 licensee, who is not an agent of the Seller, to conduct an open house of Seller’s Property or provide similar support to  
 45 Designated Agent(s) in the marketing of Seller’s Property. Seller understands and agrees that this Agreement is a contract  
 46 for Brokerage to market and sell Seller’s Property and that Seller’s Designated Agent(s) is the only legal agent of Seller.  
 47 Seller’s Designated Agent(s) will be primarily responsible for the direct marketing and sale of Seller’s Property. The duties  
 48 owed to Seller as referred in the Illinois Real Estate License Act of 2000, as amended, will only be owed to Seller by the  
 49 Designated Agent(s). The Designated Managing Broker and the Designated Agent(s) will have only those duties to the  
 50 Seller as are required by statute.

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

51 **7. Fixtures and Personal Property:** All of the fixtures and personal property stated herein are owned by Seller and, to the  
52 best of Seller's knowledge, are in operating condition unless otherwise noted. Seller agrees to transfer to buyer all fixtures,  
53 all heating, electrical, and plumbing systems together with the following items as they exist at time of presentation of offer  
54 at no added value by Bill of Sale: *[CHECK OR ENUMERATE APPLICABLE ITEMS]*

55	<input type="checkbox"/> Refrigerator(s)	<input type="checkbox"/> Electronic / Media Air Filter(s)	<input type="checkbox"/> All Window Treatments & Hardware	<input type="checkbox"/> Above Ground Pool
56	<input type="checkbox"/> Wine/Beverage Refrigerator	<input type="checkbox"/> Sump Pump(s)	<input type="checkbox"/> Built-in / Attached Shelving	<input type="checkbox"/> Pool Equipment
57	<input type="checkbox"/> Freezer(s)	<input type="checkbox"/> Sump Pump Battery Backup	<input type="checkbox"/> Wall Mounted Brackets (AV/TV)	<input type="checkbox"/> Sprinkler System
58	<input type="checkbox"/> Oven / Range / Stove	<input type="checkbox"/> Reverse Osmosis System	<input type="checkbox"/> Including Hardware	<input type="checkbox"/> Invisible Fence, Collar & Remote
59	<input type="checkbox"/> Dishwasher	<input type="checkbox"/> Backup Generator System	<input type="checkbox"/> Ceiling Fan(s)	<input type="checkbox"/> Interior Security System
60	<input type="checkbox"/> Trash Compactor	<input type="checkbox"/> Water Softener (unless rented)	<input type="checkbox"/> All Tacked Down Carpeting	<input type="checkbox"/> Satellite Dish & Equipment
61	<input type="checkbox"/> Microwave	<input type="checkbox"/> Propane Tank(s) (unless rented)	<input type="checkbox"/> Storms and Screens	<input type="checkbox"/> Smart Thermostat
62	<input type="checkbox"/> Garbage Disposal	<input type="checkbox"/> Smoke Detectors	<input type="checkbox"/> Fireplace Screens / Doors / Grates	<input type="checkbox"/> Video Doorbell
63	<input type="checkbox"/> Washer(s)	<input type="checkbox"/> Carbon Monoxide Detectors	<input type="checkbox"/> Fireplace Gas Log(s)	<input type="checkbox"/> Surround Sound System
64	<input type="checkbox"/> Dryer(s)	<input type="checkbox"/> Garage Door Opener(s) with	<input type="checkbox"/> Outdoor Shed	<input type="checkbox"/> Home Theater / Projector
65	<input type="checkbox"/> Water Heater	<input type="checkbox"/> All Transmitters	<input type="checkbox"/> Outdoor Playset(s)	<input type="checkbox"/> Surveillance System(s)
66	<input type="checkbox"/> Central Air Conditioning	<input type="checkbox"/> Intercom System	<input type="checkbox"/> Planted Vegetation	<input type="checkbox"/> Electric Vehicle Charging System
67	<input type="checkbox"/> Window Air Conditioner(s)	<input type="checkbox"/> Security System (unless rented)	<input type="checkbox"/> Hardscape	
68	<input type="checkbox"/> Central Humidifier	<input type="checkbox"/> Light Fixtures (as they exist)	<input type="checkbox"/> Attached Gas Grill	

69 **Other Items Included:** \_\_\_\_\_  
70 **Items NOT Included:** \_\_\_\_\_

71 Unless otherwise agreed to in writing by Seller and buyer, Seller shall warrant to buyer that all fixtures, systems and personal  
72 property included in this Agreement shall be in operating condition at possession, except: \_\_\_\_\_  
73 \_\_\_\_\_. A system or item shall be deemed to be in operating condition  
74 if it performs the function for which it is intended, regardless of age, and does not constitute a threat to health or safety.

75 **8. Alternative Energy:** There are:  Solar Panels  Other: \_\_\_\_\_  
76 \_\_\_\_\_ which are: *[CHECK ONE]*

77  Owned by Seller with no further financial obligations;  
78  Owned, but subject to a financing agreement with remaining payment(s) of \$ \_\_\_\_\_ which shall be:  
79  Paid in full by Seller not later than Closing, or  Assumed by Buyer;  
80  Rented with a monthly payment of \$ \_\_\_\_\_.

81 Seller shall be required to provide to buyer not later than three (3) business days after date of acceptance of a sales contract,  
82 copies of all documentation regarding solar panels or other sources of energy to the premises including purchase agreements,  
83 financing agreements or rental agreements and electricity supply agreements.

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

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

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

- 96 a) Treat all clients honestly.
- 97 b) Provide information about the Property to the buyer or tenant.
- 98 c) Disclose all latent material defects in the Property that are known to Licensee.
- 99 d) Disclose financial qualification of the buyer or tenant to the Seller or landlord.
- 100 e) Explain real estate terms.
- 101 f) Help the buyer or tenant to arrange for Property inspections.
- 102 g) Explain closing costs and procedures.
- 103 h) Help the buyer compare financing alternatives.
- 104 i) Provide information about comparable properties that have sold so both clients may make educated decisions on what  
105 price to accept or offer.

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

- 107 a) Confidential information that Licensee may know about the clients, without the client's permission.

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

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

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

- 108 b) The price or terms the Seller or landlord will take other than the listing price without permission of the Seller or landlord.  
109 c) The price or terms the buyer or tenant is willing to pay without permission of the buyer or tenant.  
110 d) A recommended or suggested price or terms the buyer or tenant should offer.  
111 e) A recommended or suggested price or terms the Seller or landlord should counter with or accept.

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

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

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

118 **10. Seller Duties:**

- 119 a) To provide access to property upon reasonable notice;  
120 b) To make best efforts to maintain property for showings;  
121 c) To provide all communication information and to be responsive to Designated Agent(s) within a timely fashion, when requested;  
122 d) To provide any financial information that may affect the ability to provide clear title (e.g. mortgages, municipal liens,  
123 tax liens, or any other liens on the Property);  
124 e) To provide full ownership information (e.g. direct ownership, owner(s) of record);  
125 f) To provide any information related to any pending legal proceedings (e.g. eminent domain, foreclosure, divorce, tax sale);  
126 g) To provide any other information regarding pending notices, or requirements from any municipality;  
127 h) To comply with the disclosure requirements of Paragraph 19 of this agreement;  
128 i) To refer to Designated Managing Broker or Seller's Designated Agent(s) all inquiries about this Property;  
129 j) To comply in all respects with the Illinois Eavesdropping Act;  
130 k) To provide most recent copies of any Condominium or Homeowners' Association documents:  
131 1) The covenants, conditions, and restrictions and the Declaration;  
132 2) HOA articles of incorporation, bylaws, and current Rules and Regulations;  
133 3) Policies, agreements, and notices;  
134 4) Minutes of any meetings for the preceding twenty-four (24) months;  
135 5) Proof of casualty and liability insurance;  
136 6) Status and amount of any reserves and anticipated capital expenditures;  
137 7) Statement of status of any pending suits or judgments to which the association is a party.

138 **11. Notice Regarding Buyer's Requests:** By checking "Yes" and initialing, Seller acknowledges that when requested of  
139 potential buyer's designated agent(s), prospective buyers or buyer's agents may take additional video recordings/photos of  
140 the real estate.

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

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

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

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

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

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

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

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

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

Address:

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

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

173 **16. Listing Brokerage Compensation:** Seller acknowledges that compensation is not set by law and is fully negotiable. In  
174 consideration of the obligations of the Brokerage, the Seller agrees to pay Brokerage:

- 175 a) For Listing Brokerage services \_\_\_\_\_ % of the purchase price or \$ \_\_\_\_\_.
- 176 b) If applicable, additional compensation for Listing Brokerage shall be: \$ \_\_\_\_\_;
- 177 c) If buyer is not represented by a buyer's broker, then the Listing Brokerage assumes additional liability and paperwork  
178 responsibilities when showing and selling Property. Listing Brokerage will not represent the buyer but will facilitate the  
179 completion of necessary forms and contracts. In this situation, the Listing Brokerage Compensation shall be \_\_\_\_\_ %  
180 of the purchase price or \$ \_\_\_\_\_.

181 **As provided in Illinois Administrative Code, no amendment or alteration to the terms, with respect to the amount of**  
182 **compensation or with respect to the time of payment of compensation, shall be valid or binding unless made in**  
183 **writing and signed by the parties.**

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

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

192 **17. Buyer's Brokerage Compensation:** Seller acknowledges that buyer's brokerage compensation is not set by law and  
193 fully negotiable. Seller and buyer will negotiate buyer's brokerage compensation through the purchase contract. The buyer's  
194 brokerage compensation, if any, will be paid at Closing. Any buyer's brokerage compensation paid by Seller is in addition  
195 to Listing Brokerage Compensation.

196 (\_\_\_\_ / \_\_\_\_ ) [SELLER INITIALS] Upon inquiry, Seller authorizes and directs Brokerage to indicate that Seller is willing to  
197 compensate a buyer brokerage.

198 **As provided in Illinois Administrative Code, no amendment or alteration to the terms, with respect to the amount of**  
199 **compensation or with respect to the time of payment of compensation, shall be valid or binding unless made in**  
200 **writing and signed by the parties. Any Agreement entered into by Seller and a buyer in the sales contract shall**  
201 **control if it conflicts with any agreement by the Parties regarding compensation in this Agreement.**

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

204 By checking "Yes" Seller permits an Illinois real estate licensee who is not a Participant as defined in Paragraph 2 to access  
205 the Property. When Seller grants permission to access the Property by brokerage(s) who are not Participants as defined in  
206 Paragraph 2.

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

208 **19. Marketing Authorization:** Brokerage is authorized to advertise, promote, and market the Property which shall include,  
209 but not be limited to, in Designated Managing Broker's sole discretion, the display of signs, placement of the Property in  
210 any Multiple Listing Service in which Designated Managing Broker is a participant, and promotion of the Property through  
211 any electronic medium and on any Internet Website to which the Brokerage, Designated Managing Broker, and Designated  
212 Agent(s) may subscribe. Brokerage is authorized to affix a keybox to the Property, and provided the owner is absent, any  
213 MLS participant or subscriber associated with the Multiple Listing Service(s), or other licensees who are not Participants  
214 as defined in Paragraph 2 and authorized in the preceding paragraph, whether acting as a buyer's representative or otherwise,  
215 shall have the right, through use of said keybox, to show the Property at any reasonable time. It is not a requirement of the  
216 Multiple Listing Service or Brokerage that a Seller allow use of a keybox. Seller acknowledges that neither Listing  
217 Brokerage, selling brokerage, the Mainstreet Organization of REALTORS®, nor any Multiple Listing Service is an insurer

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

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

Address:

218 against the loss of Seller's personal property. Seller is advised to safeguard or remove valuables now located on said  
219 Property. Seller is further advised to verify the existence of said valuables and obtain personal property insurance through  
220 Seller's insurance agent. Seller acknowledges that Designated Managing Broker may have an obligation under applicable  
221 Multiple Listing Service rules and regulations, as a condition of placing the Property in such Multiple Listing Service, to  
222 release information to any Multiple Listing Service of which Designated Managing Broker is a participant at the time the  
223 Property is sold and closed, as to the amount of selling price, type of financing, and number of days to sell the Property.  
224 Seller hereby grants Brokerage the right to disclose the release of such information accordingly.

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

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

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

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

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

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

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

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

260 With regard to the issuance of title insurance:

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

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

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

268 **22. Disclosure:** Seller understands that the information which Seller provides to Seller's Designated Agent(s) as marketing  
269 information will be used to advertise Seller's Property to the public and submitted to the Multiple Listing Service. It is  
270 essential that this information be accurate and truthful. Seller agrees to comply with the provisions of the Illinois Residential  
271 Real Property Disclosure Act, the Illinois Radon Awareness Act and, if applicable, the Federal Lead Based Paint Disclosure  
272 Regulations. Seller shall complete the applicable disclosure document(s) in a timely manner, shall not knowingly provide false

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

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

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

- 285 a) Zoning, building, fire or health code violations that have not been corrected;
- 286 b) Any pending rezoning;
- 287 c) Boundary line disputes;
- 288 d) Any pending condemnation or Eminent Domain proceeding;
- 289 e) Easements or claims of easements not shown on the public records;
- 290 f) Any hazardous waste on the real estate;
- 291 g) Real estate tax exemption(s) to which Seller is not lawfully entitled; or
- 292 h) Any improvements to the Real Estate for which the required initial and final permits were not obtained.
- 293 i) Any improvements to the Real Estate which are not included in full in the determination of the most recent tax assessment.
- 294 j) Any improvements to the Real Estate which are eligible for the home improvement tax exemption.
- 295 k) Any proposed, unconfirmed or pending special assessment affecting the Real Estate by any association.
- 296 l) Any special assessment by a governmental entity which has not been paid in full by Seller.

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

299 If the Seller has any questions or concerns regarding the representation to be made in the sales contract, Seller should obtain  
300 legal advice.

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

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

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

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

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

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

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

327 Association Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_  
328 Management Company Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

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

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

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

- 329 d) ASSOCIATION ASSESSMENTS/FEEES: Seller acknowledges a current Condominium or Homeowners' Association  
330 Assessment/Fee of \$ \_\_\_\_\_ per \_\_\_\_\_ which includes: \_\_\_\_\_  
331 \_\_\_\_\_
- 332 e) ADDITIONAL ASSOCIATION ASSESSMENT/FEEES: Seller further acknowledges additional assessments/fees  
333 (such as a Master Association Fee) of \$ \_\_\_\_\_ per \_\_\_\_\_ which includes: \_\_\_\_\_  
334 \_\_\_\_\_

335 **26. Earnest Money [CHOOSE ONE]:**

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

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

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

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

362 **29. Indemnification of Designated Managing Broker:** Seller agrees to indemnify Designated Managing Broker, and  
363 Designated Agent(s) and to hold Designated Managing Broker and Designated Agent(s) harmless from all claims, disputes  
364 or litigation and all judgments, loss, damage, cost or expense, including attorneys' fees incurred by Designated Managing  
365 Broker or Designated Agent(s), arising out of this Agreement, or the collection of fees or Compensation due Brokerage  
366 pursuant to the terms and conditions of this Agreement or arising out of any misstatements or misinformation provided to  
367 Designated Managing Broker or Designated Agent(s) by Seller.

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

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

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

379 **33. Severability:** In case any one or more provisions of this Agreement shall, for any reason, be held to be invalid, illegal, or  
380 unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions hereof, and  
381 this Agreement shall be constructed as if such invalid, illegal, or unenforceable provision had never been contained herein.

383 **34. Notice:** All notices required shall be in writing and shall be served by one party to this Agreement to this other party.  
384 Notice to any one of the multi-person party shall be sufficient notice to all. Notice shall be given in the following manner:

- 385 a) By personal delivery of such notice; or
- 386 b) By mailing of such notice to the addresses recited herein by regular mail and by certified mail, return receipt requested.  
387 Except as otherwise provided herein, notice served by certified mail shall be effected on the date of mailing; or
- 388 c) By sending facsimile transmission. Notice shall be effective as of date and time of facsimile transmission, provided that  
389 the notice transmitted shall be sent on business days during business hours (8:00 A.M. to 6:00 P.M. Chicago Time). In  
390 the event fax notice is transmitted during non-business hours, the effective date and time of notice is the first hour of  
391 the first business day after transmission; or
- 392 d) By sending e-mail transmission. Notice shall be effective as of date and time of e-mail transmission, provided that the  
393 notice transmitted shall be sent on business days during business hours (8:00 A.M. to 6:00 P.M. Chicago Time), and  
394 provided further that the **recipient provides written acknowledgment to the sender** of receipt of the transmission (by  
395 e-mail, facsimile, or by regular mail). In the event e-mail notice is transmitted during non-business hours, the effective  
396 date and time of notice is the first hour of the first business day after transmission; or
- 397 e) By commercial overnight delivery (e.g. FedEx). Such notice shall be effective on the next business day following  
398 deposit with the overnight delivery company.

399 **35. Modification of this Agreement:** No modification of any of the terms of this Agreement shall be valid or binding upon  
400 the parties or entitled to enforcement unless such modification has first been reduced to writing and signed by the parties.  
401 The parties represent that the text of this copyrighted form has not been altered and is identical to the Mainstreet Residential  
402 Exclusive Right to Sell Marketing Agreement dated March 2025.

403 **36. Entire Agreement:** This Agreement constitutes the complete understanding and entire Agreement between the Parties  
404 relating to the subject thereof, and any prior agreements pertaining thereto, whether oral or written, have been merged and  
405 integrated into this Agreement. **This Agreement may not be terminated or amended prior to its termination date**  
406 **without the express written consent of both Parties to this Agreement.**

407 Seller hereby acknowledges receipt of a signed copy of this Agreement and all attachments. The attachments include the following:  
408 *[LIST ALL ATTACHMENTS]*: \_\_\_\_\_  
409 \_\_\_\_\_

410 ***[SIGNATURES REQUIRED OF ALL WHO HAVE A LEGAL OR EQUITABLE INTEREST IN THE PROPERTY.]***

411 _____	_____
412 DESIGNATED MANAGING BROKER <i>[SIGNATURE]</i>	SELLER <i>[SIGNATURE]</i>
413 _____	_____
414 DATE	SELLER <i>[SIGNATURE]</i>
415 _____	_____
416 DESIGNATED AGENT <i>[SIGNATURE]</i>	CURRENT MAILING ADDRESS <i>[REQUIRED]</i>
417 _____	_____
418 DATE	_____
419 _____	_____
420 OFFICE ADDRESS	DATE
421 _____	_____
422 _____	PHONE
423 _____	FAX
424 DESIGNATED AGENT PHONE	E-MAIL ADDRESS
425 _____	<i>FOR INFORMATION ONLY</i>
426 OFFICE PHONE	_____
427 _____	_____
428 E-MAIL ADDRESS	SELLER'S ATTORNEY NAME
429 _____	_____
430 _____	PHONE/E-MAIL ADDRESS