

1 REALTOR® ASSOCIATION OF WEST/SOUTH SUBURBAN CHICAGOLAND
2 STANDARD RESIDENTIAL EXCLUSIVE MARKETING AGREEMENT
3
4

5 BROKER (Name and Address):

SELLER(s)* (Name and Address):

6 _____

7 _____

8 _____

9 _____

10
11
12 *Seller represents and warrants that title to the property is in the name of _____
13 _____ and Seller has the authority to sell the Property.

14
15 **1. Property:** This Agreement is between the above-mentioned "Broker" and "Seller," in consideration of their acceptance of the
16 terms hereof and, of Broker's efforts to advertise, market, promote, and sell the real estate commonly known as
17 Address: _____,
18 Unit No: _____, City: _____,
19 County: _____, State: _____, Zip Code: _____,
20 Permanent Index No.: _____, hereinafter referred to as "Property."

21
22 Condo, Coop, or Townhome Parking Space Included: (check type) ___deeded space; ___limited common element; ___assigned: Parking space # ___

23 **2. Term and Conditions:** The term of this Agreement begins 12:01 A.M. Month: _____ Day: _____
24 Year: _____ and terminates 11:59 P.M. Month: _____ Day: _____ Year: _____ ("marketing period").

25 Seller gives to Broker the exclusive right to market, sell, option, or exchange the Property to qualified purchasers and to share the
26 Property with participants in the Multiple Listing Service of Northern Illinois, Inc., and/or any other Multiple Listing Service in
27 which Broker is a participant, in accordance with the applicable rules and regulations of that Multiple Listing Service.

28
29 (_____/_____) **THE PARTIES UNDERSTAND AND AGREE THAT IT IS ILLEGAL FOR EITHER OF THEM TO**
30 *(Seller(s)'s Initials)* **REFUSE TO DISPLAY OR SELL SELLER'S PROPERTY TO ANY PERSON ON THE BASIS OF**
31 **RACE, AGE, COLOR, RELIGION, SEX, ANCESTRY, MARITAL STATUS, PHYSICAL OR MENTAL HANDICAP,**
32 **FAMILIAL STATUS, NATIONAL ORIGIN, OR ANY OTHER CLASS PROTECTED BY ARTICLE 3 OF THE**
33 **ILLINOIS HUMAN RIGHTS ACT. THE PARTIES AGREE TO COMPLY WITH ALL APPLICABLE FEDERAL,**
34 **STATE, AND LOCAL FAIR HOUSING LAWS.**

35
36 **3. Marketing Price:** The price shall be \$ _____

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

38 **5. Seller's Designated Agent:** Broker designates and Seller accepts _____
39 ("Seller's Designated Agent"), a sales associate affiliated with Broker, as the only legal agent of Seller to market and sell Seller's
40 Property. Broker reserves the right to appoint additional designated agents for Seller when, in Broker's discretion, it is necessary.
41 If additional designated agents are appointed, Seller shall be informed in writing within a reasonable time of such appointment.
42 Seller authorizes Seller's Designated Agent, from time to time, to allow another sales associate, who is not an agent of the Seller,
43 to sit an open house of Seller's Property or provide similar support to Designated Agent in the marketing of Seller's Property.
44 Seller understands and agrees that this Agreement is a contract for Broker to market and sell Seller's Property and that Seller's
45 Designated Agent is the only legal agent of Seller. Seller's Designated Agent will be primarily responsible for the direct
46 marketing and sale of Seller's Property. The fiduciary duties owed to Seller will only be owed to Seller by the Designated Agent.
47 Broker will have no fiduciary relationship with the Seller.

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

52 Representing more than one party to a transaction presents a conflict of interest, since both clients may rely upon Licensee's
53 advice and the clients' respective interests may be adverse to each other. Licensee will undertake this representation only with the
54 written consent of ALL clients in the transaction.

55 Any agreement between the clients as to a final contract price and other terms is a result of negotiations between the clients acting
56 in their own best interests and on their own behalf. Seller acknowledges that Licensee has explained the implications of dual

Broker Initial

Seller(s) Initial _____ Seller(s) Initial

ADDRESS: _____

57 representation, including the risks involved, and understands that he has been advised to seek independent advice from advisors or
58 attorneys before signing any documents in this transaction.

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

- 61 1. Treat all clients honestly.
- 62 2. Provide information about the Property to the buyer or tenant.
- 63 3. Disclose all latent material defects in the Property that are known to Licensee.
- 64 4. Disclose financial qualification of the buyer or tenant to the Seller or landlord.
- 65 5. Explain real estate terms.
- 66 6. Help the buyer or tenant to arrange for Property inspections.
- 67 7. Explain closing costs and procedures.
- 68 8. Help the buyer compare financing alternatives.
- 69 9. Provide information about comparable properties that have sold so both clients may make educated decisions on what
70 price to accept or offer.

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

- 73 1. Confidential information that Licensee may know about the clients, without the client's permission.
- 74 2. The price the seller or landlord will take other than the listing price without permission of the seller or landlord.
- 75 3. The price the buyer or tenant is willing to pay without permission of the buyer or tenant.
- 76 4. A recommended or suggested price the buyer or tenant should offer.
- 77 5. A recommended or suggested price the seller or landlord should counter with or accept.

78
79 **If Seller is uncomfortable with this disclosure and dual representation, please let Licensee know. Seller is not required to**
80 **accept this section unless Seller want to allow the Licensee to proceed as a Dual Agent in this transaction.**

82

83 Yes

84 (_____/_____)

85 (Seller(s)'s Initials)

82

83 No

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

86
87 **7. Buyer's Agent:** Seller acknowledges that Seller has been informed and understands that as part of Broker's real estate business,
88 Broker, from time to time, enters into representation Agreements with Buyers, and, as such, may designate certain of its Sales
89 Associates as Exclusive Buyers Agents for the purpose of showing and negotiating the purchase of real estate listed with Broker or
90 other real estate Brokerage firms.

91 **8. Buyer Confidentiality:** Seller understands that Broker and/or Designated Agent may have previously represented a buyer who
92 is interested in Seller's Property. During that representation, Broker and/or Designated Agent may have learned material
93 information about the Buyer that is considered confidential. Under the law, neither Broker nor Designated Agent may disclose any
94 such confidential information to Seller even though the Broker and/or Designated Agent now represent the Seller.

95 **9. Broker's Affiliates:** Seller understands and agrees that other Sales Associates affiliated with Broker, may represent the actual
96 or prospective Buyer of Seller's Property. Further, Seller understands and agrees that if the Property is sold through the efforts of
97 a Sales Associate affiliated with Broker who represents the Buyer, the other Sales Associate affiliated with Broker will be acting as
98 a Buyer's Designated Agent.

99 **10. Consent to Represent Other Sellers:** Seller understands and agrees that Broker and Designated Agent may from time to time
100 represent or assist other Sellers who may be interested in selling their Property to Buyers. The Seller consents to Broker's and
101 Designated Agent's representation of such other Sellers before, during, and after the expiration of this Exclusive Marketing
102 Agreement and expressly waives any claims including but not limited to breach of duty or breach of contract based solely upon
103 Broker's or Designated Agent's representation or assistance of other Sellers who may be interested in selling their Property to
104 Buyers.

105 **11. Brokerage Fee:** In consideration of the obligations of the Broker, the Seller agrees:
106 (a) To pay Broker, at the time of closing of the sale of the property and from the disbursement of the proceeds of said sale,
107 compensation in the amount of _____% of the sale price (to be distributed _____% to the listing office
108 and _____% to the selling office) for the Broker's services in effecting the sale by finding a Buyer ready, willing, and able to
109 purchase the property. If the transaction shall not be closed because of refusal, failure, or inability of the Seller to perform, the
110 Seller shall pay the sales commission in full to Broker upon demand. Should a sale be in pending or contingent status at the
111 expiration of this Agreement, Seller shall pay Broker the full commission set forth upon closing of said sale.

Broker Initial

Seller Initial _____ Seller Initial

ADDRESS: _____

112 (b) To pay Broker the commission specified above if Broker procures a buyer, if the Property is sold within said time by Seller or
113 any other person, or if the property is sold within _____ days from the expiration date herein to any prospect to whom
114 the said listing information was submitted during the term of this exclusive agreement. However, Seller shall not be obligated to
115 pay said commission if a valid, written listing agreement is entered into during the term of said protection period with another
116 broker and the sale of the Property is made during the term of the subsequent listing agreement.

117 **12. Administration Fee:** In addition to the Brokerage commission set forth herein, Seller shall pay Broker an administration fee
118 of _____ to offset Broker's administration costs in processing this Agreement. Said fee shall be paid
119 to Broker on _____.

120 **13. Cooperation and Compensation:** Broker is authorized to show the Property to prospective buyers through cooperating
121 agents; and Broker, on a case-by-case basis, may pay a part of its brokerage commission to cooperating agents. Broker is
122 authorized, in its sole discretion, to determine with which brokers it will cooperate and the amount of compensation that it will
123 offer cooperating brokers in the sale of Seller's Property. Seller acknowledges that the compensation offered to such cooperating
124 brokers may vary from broker to broker.

125 **14. Title Insurance and Survey:** Seller acknowledges that Seller has not added to nor disposed of any part of the Property, or
126 gained any easements in favor of or against the Property not disclosed in the Title Guaranty Policy except as stated herein. Prior to
127 closing, Seller agrees to furnish at Seller's expense a title insurance commitment for an Owner's Title Insurance Policy in the
128 amount of the sale price, showing good title in the owner's name. Prior to closing, Seller may be required to provide a survey of
129 the premises dated not more than six (6) months prior to the closing date or as required by lender, certified by a licensed surveyor,
130 having all corners staked and showing all improvements, easements, and building lines existing as of the sales contract date.
131 After a sales contract has been signed, arrangements must be made to secure title insurance and schedule the closing. Seller
132 understands that Seller is not required to use any particular title insurance company and that Seller or Seller's attorney may select
133 any qualified licensed company for Seller's title insurance needs. At Seller's request, Broker will arrange to order title insurance
134 and related services on Seller's behalf. Not less than one (1) business day prior to closing, except where the subject property is a
135 condominium, Seller may be required, at Seller's expense, to furnish a Plat of Survey dated not more than six (6) months prior to
136 the date of closing, prepared by an Illinois registered land surveyor, showing any encroachments, measurements of all lot lines, all
137 easements of record, building set-back lines of record, fences, all building and other improvements on the real estate and distances
138 therefrom to the nearest two lot lines. In addition, the survey to be provided shall be a boundary survey conforming to the
139 requirements of the Illinois Department of Professional Regulation found at 68 Ill. Adm. Code, Sec. 170.56. The survey shall
140 show all corners staked and flagged or otherwise monumented. The survey shall have the following statement prominently
141 appearing near the professional land surveyor seal and signature: "This professional service conforms to the current Illinois
142 minimum standards for a boundary survey. A Mortgage Inspection, as defined, is not a boundary survey, and does not satisfy the
143 necessary requirements."

144 With regard to the issuance of title insurance:

145 (_____/_____) Seller authorizes Broker to order title insurance and related services on Seller's behalf through _____
146 *Seller(s)'s Initials* _____, an affiliate of Broker, for the estimated charges as disclosed
147 in the Federal and State Disclosure Statements provided Seller by Broker.

148 (_____/_____) Seller directs that _____ provide the title insurance
149 *Seller(s)'s Initials* and related services as stated above.

150 (_____/_____) Seller or Seller's attorney will make the necessary arrangements for title insurance and any related services.
151 *Seller(s)'s Initials*

152 **15. Fixtures and Personal Property:** All of the fixtures and personal property stated herein are owned by Seller and, to the best
153 of Seller's knowledge, are in operating condition unless otherwise noted. Seller agrees to transfer to Buyer all fixtures, all heating,
154 electrical, and plumbing systems together with the following items of personal property by Bill of Sale (Check or enumerate
155 applicable items):

- | | | | |
|--|--|---|---|
| <input type="checkbox"/> Refrigerator | <input type="checkbox"/> All Tacked Down Carpeting | <input type="checkbox"/> Fireplace Screen(s)/Door(s)/Grate(s) | <input type="checkbox"/> Central Air Conditioning |
| <input type="checkbox"/> Oven/Range/Stove | <input type="checkbox"/> All Window Treatments & Hardware | <input type="checkbox"/> Fireplace Gas Logs | <input type="checkbox"/> Electronic or Media Air Filter |
| <input type="checkbox"/> Microwave | <input type="checkbox"/> Built-in or Attached Shelving | <input type="checkbox"/> Existing Storms & Screens | <input type="checkbox"/> Central Humidifier |
| <input type="checkbox"/> Dishwasher | <input type="checkbox"/> Smoke Detector(s) | <input type="checkbox"/> Security System(s) (owned) | <input type="checkbox"/> Sump Pump(s) |
| <input type="checkbox"/> Garbage Disposal | <input type="checkbox"/> Ceiling Fan(s) | <input type="checkbox"/> Intercom System | <input type="checkbox"/> Water Softener (owned) |
| <input type="checkbox"/> Trash Compactor | <input type="checkbox"/> TV Antenna System | <input type="checkbox"/> Central Vac & Equipment | <input type="checkbox"/> Outdoor Shed |
| <input type="checkbox"/> Washer | <input type="checkbox"/> Window Air Conditioner(s) | <input type="checkbox"/> Electronic Garage Door Opener(s) | <input type="checkbox"/> Attached Gas Grill |
| <input type="checkbox"/> Dryer | <input type="checkbox"/> All Planted Vegetation | <input type="checkbox"/> _____ with _____ Transmitter(s) | <input type="checkbox"/> Light Fixtures (as they exist) |
| <input type="checkbox"/> Satellite Dish and System | <input type="checkbox"/> Invisible Fence System, Collar(s) and Box | | |

166 **Other items included:** _____

167 **Items NOT included:** _____

168 _____ Broker Initial

_____ Seller Initial _____ Seller Initial

ADDRESS: _____

169 Unless otherwise agreed to in writing by Seller and Buyer, Seller shall warrant to Buyer that all fixtures, systems and personal
170 property included in this Agreement shall be in operating condition at possession, except: _____
171 _____ . A system or item shall be deemed
172 to be in operating condition if it performs the function for which it is intended, regardless of age, and does not constitute a threat to
173 health or safety.

174 **16. Home Warranty:** Seller shall agree to provide to Buyer a limited home warranty program from _____
175 _____ at a charge of \$ _____. Seller acknowledges that a
176 home warranty program is a limited warranty with a deductible. (STRIKE THROUGH IF NOT OFFERED.)

177 **17. Disclosure:** All inquires about this Property made directly to Seller shall be immediately referred to Broker and/or Seller's
178 Designated Agent. Seller understands that the information which Seller provides to Seller's Designated Agent as marketing
179 information will be used to advertise Seller's Property to the public and submitted to the Multiple Listing Service. It is essential
180 that this information be accurate and truthful. Seller agrees to comply with the provisions of the Illinois Residential Real Property
181 Disclosure Act, and, if applicable, the Federal Lead Based Paint Disclosure Regulations. Seller shall complete the applicable
182 disclosure document(s) in a timely manner, shall not knowingly provide false or inaccurate information therein, and shall comply
183 with all local government ordinances. Although Seller is marketing Seller's Property in its present physical condition, Seller
184 understands that Seller may be held responsible by a buyer for any latent or hidden, undisclosed defects in the Property which are
185 known to Seller but which are not disclosed to buyer. Seller shall indemnify, save, defend and hold Broker, Broker's Sales
186 Associates, and Seller's Designated Agent harmless from all claims, disputes, litigation, judgments and/or costs (including
187 reasonable attorney's fees), whether or not frivolous, arising from any misrepresentations made by the Seller, from any incorrect
188 information supplied by the Seller, or from any material fact concerning the Property including latent defects which the Seller fails
189 to disclose. Further, Seller shall indemnify, save, defend, and hold Broker, Broker's Sales Associates, and Seller's Designated
190 Agent harmless from any claim, loss, damage, or injury to any person or Property while viewing the Property arising from the
191 condition of Seller's Property.

192 **18. Broker Limitations:** The Broker's sole duty is to effect a sale of the Property. The Broker, Seller's Designated Agent,
193 members of the Multiple Listing Service(s) to which the Broker belongs, and the REALTOR® Association of West/South
194 Suburban Chicagoland are not charged with the custody of the Property, its management, maintenance, upkeep, or repair. Illinois
195 law allows Brokers to prepare the sales contract using approved preprinted forms, but does not allow Brokers, real estate agents, or
196 sales associates to draft other legal documents required to close the sale. Therefore, the Seller agrees to draft and furnish, or have
197 Seller's attorney draft and furnish, all other legal documents necessary to close the sale.

198 **19. Marketing Authorization:** Broker is authorized to advertise, promote, and market the Property which shall include, but not
199 be limited to, in Broker's sole discretion, the display of signs, placement of the Property in any Multiple Listing Service in which
200 Broker is a participant, and promotion of the Property through any electronic medium and/or on any Internet Homepage to which
201 the Broker may subscribe. Broker is authorized to affix a keybox to the Property, and provided the owner is absent, any MLS
202 participant or subscriber associated with the Multiple Listing Service(s), whether acting as Buyer's agent or otherwise, shall have
203 the right, through use of said keybox, to show the Property at any reasonable time. It is not a requirement of the Multiple Listing
204 Service or Broker that a Seller allow use of a keybox. Seller acknowledges that neither listing nor selling Broker, the REALTOR®
205 Association of West/South Suburban Chicagoland, nor any Multiple Listing Service is an insurer against the loss of Seller's
206 personal property. Seller is advised to safeguard or remove valuables now located on said Property. Seller is further advised to
207 verify the existence of said valuables and obtain personal property insurance through Seller's insurance agent. Further, Seller
208 hereby grants Broker and Broker shall have the right, and Seller acknowledges that Broker may have an obligation under
209 applicable Multiple Listing Service rules and regulations as a condition of placing Seller's Property in such Multiple Listing
210 Service, to release information as to the amount of selling price, type of financing, and number of days to sell the Property to any
211 Multiple Listing Service of which Broker is a member at the time the Property is sold and closed.

212 **20. Taxes and Assessments:** All taxes and all usually prorated expenses shall be prorated pursuant to the terms of the sales
213 contract. Seller shall disclose any assessments or special taxes for improvements or lien for improvements, either of record or in
214 process, applicable to the Property marketed herein, and should the Seller receive any notice thereof, Seller agrees to notify the
215 Broker immediately.

216 **21. Earnest Money:** **The Earnest Money shall be held by the Listing Broker, in trust for the mutual**
217 **benefit of the Parties in a manner consistent with Illinois State Law. Upon initial closing, or**
218 **settlement, or upon forfeiture of the Sales Contract, the Earnest Money shall be applied first to the**
219 **payment of any expenses incurred by the Broker on Seller's behalf in the sale, and second to payment**
220 **of the Broker's sales commission, rendering the surplus, if any, to the Seller. If a dispute arises**
221 **between Seller and Buyer as to whether a default has occurred, Broker shall hold the Earnest Money**
222 **and pay it out as agreed in writing by Seller and Buyer or as directed by a court of competent**
223 **jurisdiction. In the event of such dispute, Seller agrees that Broker may deposit the funds with the**
224 **clerk of the Circuit Court by an action in the nature of interpleader. Seller agrees Broker may be**

_____ Broker Initial

_____ Seller Initial _____ Seller Initial

ADDRESS: _____

281	_____	_____
282	BROKER	SELLER
283	_____	_____
284	_____	_____
285	BY (Signature)	SELLER
286	_____	_____
287	_____	_____
288	DATE	ADDRESS
289	_____	_____
290	_____	_____
291	DESIGNATED AGENT	_____
292	_____	_____
293	_____	_____
294	DATE	E-MAIL ADDRESS
295	_____	_____
296	_____	_____
297	PHONE	PHONE FAX
298	_____	_____
299	_____	_____
300	OFFICE	DATE

_____ *Broker Initial*

_____ *Seller Initial* _____ *Seller Initial*