



**This contract is intended to be a binding Real Estate contract. This contract is not a government-specified form. The Brokerage and Seller may negotiate any of the terms of this contract before signing. The amount and how Brokerage commissions are formulated are not set by law and are fully negotiable prior to execution of this contract.**

1 **1. PARTIES.** This Exclusive Right to Sell Listing Agreement ("**Agreement**") is entered into by and between sponsoring broker  
 2 \_\_\_\_\_ ("**Brokerage**") and \_\_\_\_\_ ("**Seller**").  
 3 In consideration of the following agreements and Brokerage's efforts to procure a ready, willing and able buyer for the sale or exchange  
 4 of property and improvements described below (including the undivided interest in the common elements and accumulated reserves,  
 5 if any) (collectively, "**Property**"), Seller hereby grants Brokerage the exclusive right to sell (or, at Seller's direction, lease, exchange, joint  
 6 venture or grant an option to purchase) the Property (collectively, "**Transfer of Property**") pursuant to the terms and conditions set  
 7 forth below ("**Exclusive Right**").

8 **2. TERM.** Brokerage's Exclusive Right shall begin on \_\_\_\_\_, 20\_\_\_\_ ("**Effective Date**") and shall extend until  
 9 11:59 P.M. on \_\_\_\_\_, 20\_\_\_\_, at which time this Agreement shall automatically terminate ("**Termination**  
 10 **Date**"). Notwithstanding anything in this paragraph to the contrary, in the event that the Termination Date is more than one year from  
 11 the Effective Date, Seller may terminate this Agreement on 11:59 p.m. on the date that is one year after the Effective Date (deemed  
 12 the "Termination Date" if applicable) by providing 30 days prior written notice to Brokerage. In the event that this Agreement is  
 13 terminated pursuant to this paragraph, the provisions of Section 22 do not apply. From the date of Seller's acceptance of any offer and  
 14 execution of a contract for the Transfer of Property ("**Accepted Offer**"), unless the Accepted Offer is expressly subject to the continual  
 15 marketing of the Property, Brokerage shall have no further obligation to market, advertise for sale or show the Property. Once all of  
 16 the contingencies for the Accepted Offer have been satisfied or waived, Brokerage shall have no further obligation to Seller except to  
 17 present Seller with any offers or counteroffers pertaining to the Property.

18 **3. PRICE.** Seller directs Brokerage to market the Property for sale at a price of \$ \_\_\_\_\_ ("**Marketing Price**"). The  
 19 Marketing Price may be changed at Seller's written direction. If Seller has not accepted a contract by \_\_\_\_\_, 20\_\_\_\_  
 20 at 11:59 p.m., then the Marketing Price shall be changed to \$ \_\_\_\_\_.

21 **Check if applicable**  
 22  Seller also directs Brokerage to market the Property for lease at a price of \$ \_\_\_\_\_ per month ("**Rental Price**"). The  
 23 Rental Price may be changed at Seller's written direction. If Seller has not accepted a contract by \_\_\_\_\_, 20\_\_\_\_  
 24 at 11:59 p.m., then the Rental Price shall be changed to \$ \_\_\_\_\_ per month.

25 **4 PROPERTY.**  
 26 Address: \_\_\_\_\_ Unit Number(s): \_\_\_\_\_  
 27 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
 28 Parking Space Number(s): \_\_\_\_\_ Parking is:  Deeded;  Limited Common Element;  Assigned;  Indoor;  Outdoor  
 29 Storage Space Number(s): \_\_\_\_\_ Storage is:  Deeded;  Limited Common Element;  Assigned

30 **5. POSSESSION.** Seller shall surrender possession of the Property in broom-clean condition and remove all debris and personal  
 31 property not conveyed to the buyer before closing of the transaction set forth in the purchase and sale agreement or lease, unless  
 32 otherwise agreed to in writing.

33 **6. DESIGNATED AGENT.** Brokerage and Seller hereby agree that (a) \_\_\_\_\_,  
 34 a sponsored licensee of Brokerage, is Seller's exclusive designated agent ("**Designated Agent**") with Brokerage, and (b) neither  
 35 Brokerage nor other sponsored licensees of Brokerage will be acting as agent for Seller. Brokerage shall have the discretion to appoint  
 36 a substitute designated agent for Seller as Brokerage determines necessary, and Seller shall be advised within a reasonable time of any  
 37 such substitution. Seller understands and agrees that Brokerage and any of Brokerage's other sponsored licensees may enter into  
 38 agreements with prospective buyers of the Property as agents of those buyers.

39 **7. MINIMUM SERVICES.** Pursuant to the Illinois Real Estate License Act of 2000 (265 ILCS 454/1 et seq.), as amended, Brokerage,  
 40 through the Designated Agent, must provide to Seller, at a minimum, the following services: (a) accept delivery of and present to Seller

41 offers and counteroffers to buy, sell, lease or otherwise transfer any interest in the Property or any portion thereof; (b) assist Seller in  
42 developing, communicating, negotiating and presenting offers, counteroffers and notices that relate to the offers and counteroffers  
43 until a lease or purchase agreement is fully executed and all contingencies are satisfied or waived; and (c) answer Seller's questions  
44 relating to the offers, counteroffers, notices and contingencies.

45 **8. SELLER DUTIES.** Seller warrants that Seller has the authority to execute this Agreement and to deal with and on behalf of the  
46 Property as provided in this Agreement. Seller shall comply with the Real Estate Settlement Procedures Act of 1974, as amended, if  
47 applicable, and furnish all information required for compliance with the Act, and, if applicable, Seller agrees to comply with the  
48 Residential Real Property Disclosure Act, as amended.

49 From and after the Effective Date of this Agreement, Seller agrees to:

50 (i) cooperate fully with Brokerage and the Designated Agent; (ii) refer all inquiries to Brokerage and the Designated Agent; (iii) allow  
51 access and entry to the Property at convenient times by Brokerage, the Designated Agent and cooperating brokers (whether alone or  
52 accompanied by Brokerage or the Designated Agent) for the purpose of showing the Property to prospective buyers or lessees; (iv) if  
53 the Property is leased or occupied by a tenant, to comply with Paragraph 8(E) of this Agreement; (v) conduct all negotiations through  
54 Brokerage or the Designated Agent; and (vi) pay Brokerage a commission or compensation pursuant to the terms of Paragraph 11 and  
55 12 below.

56 A. **Title. At least 5 days prior to closing,** Seller shall furnish an owner's title insurance policy in the amount of the purchase price  
57 showing good and merchantable title, and execute and deliver, or cause to be executed and delivered, to the buyer a proper  
58 instrument of conveyance.

59 B. **Survey.** If the Property is not a condominium or a cooperative, then prior to closing, Seller shall furnish to the buyer at least  
60 5 days prior to closing a survey by a licensed land surveyor dated not more than 6 months prior to date of closing (as defined  
61 in Seller's Real Estate Sale Contract) showing the present location of all improvements on the Property. If the buyer or buyer's  
62 mortgagee desires a more recent or extensive survey, then the survey shall be obtained at the expense of either the buyer or  
63 seller, as agreed to by buyer and Seller.

64 C. **Lock Box.**  
65 Seller (**check one**)  [does] **OR**  [does not] authorize Brokerage and its agent to place an electronic or combination lock  
66 box on the Property in accordance with the terms and conditions of this Agreement for the purpose of providing a means to  
67 access the Property by (i) cooperating real estate agents and (ii) other parties customarily involved in a real estate transaction  
68 including vendors or service providers, provided that other parties are accompanied by the Brokerage or Designated Agent,  
69 or prior notice is given to Seller of each access by vendors or service providers and Seller does not object.

70 In addition to the authorization granted above, Seller also authorizes the following unlicensed individuals (example: unlicensed  
71 assistant, photographer, etc..) access to the lock box whether they are accompanied or unaccompanied by the Brokerage or  
72 Designated Agent: \_\_\_\_\_. Additional authorizations may  
73 be provided by Seller in writing. Seller may provide authorization for additional individuals to access the Property using the  
74 Lock Box by providing written permission (e.g. by email, text message, or letter) to Designated Agent.

75 Whether authorized here or in the future by Seller's written direction, Seller shall hold Brokerage, its agents, and any Multiple  
76 Listing Service, of which Brokerage is a participant, harmless from any and all liability, claims, judgments, obligations, or  
77 demands against Brokerage and/or Designated Agent as a result of Seller's authorization to use a "Lock Box," including, but  
78 not limited to, any and all liabilities and costs, including reasonable attorneys' fees, incurred by Brokerage and/or Designated  
79 Agent as a result of this authorization, except for any criminal or gross negligence on the part of the Brokerage and/or  
80 Designated Agent. If no selection is made, Seller shall be deemed to have provided Brokerage and its agent the authorizations  
81 provided in this subsection.

82 D. **Seller's Personal Property.** Seller has been advised by Brokerage of the importance of safeguarding or removing valuables  
83 now located within the Property and the need to obtain personal property insurance through Seller's insurance company.

84 E. **Leased Property.** If the Property is leased or occupied by a tenant, Seller acknowledges and agrees to the following: (i) Seller  
85 has notified and advised the tenant and occupants of this Agreement, including, without limitation, the terms and provisions  
86 of Paragraph 8(C); (ii) Seller will comply with all of the provisions of the Chicago Residential Landlord and Tenant Ordinance  
87 and any other laws, regulations, and ordinances relating to the provision of notice to, and obtaining permission from, any  
88 tenant or occupant of the Property for the Brokerage, its agent, cooperating real estate agents, and prospective buyers or

89 lessees to enter the Property during reasonable times during the term of the Agreement; (iii) it is Seller's responsibility to keep  
90 the Brokerage informed of any times that Seller's tenant or occupant has not agreed to provide access to the Property; and  
91 (iv) Seller has advised all of the tenants and occupants of the Property of the importance of safeguarding or removing valuables  
92 now located within the Property and the need to obtain personal property insurance during the term of this Agreement.

93 **9. FAIR HOUSING AND NONDISCRIMINATION. IT IS ILLEGAL FOR EITHER SELLER OR THE BROKERAGE TO REFUSE TO DISPLAY, LIST,  
94 LEASE OR SELL, OR REFUSE TO NEGOTIATE FOR THE LEASE OR SALE OF, OR OTHERWISE MAKE UNAVAILABLE OR DENY, REAL ESTATE  
95 TO ANY PERSON BECAUSE OF ONE'S MEMBERSHIP IN A PROTECTED CLASS, E.G.: RACE, COLOR, RELIGION, NATIONAL ORIGIN, SEX,  
96 ANCESTRY, AGE, MARITAL STATUS, PHYSICAL OR MENTAL DISABILITY, FAMILIAL STATUS, OR ANY OTHER CLASS PROTECTED BY  
97 ARTICLE 3 OF THE ILLINOIS HUMAN RIGHTS ACT OR FEDERAL FAIR HOUSING LAWS. SELLER AND BROKERAGE ACKNOWLEDGE THAT  
98 THEY SHALL ALSO BE BOUND BY THE PROVISIONS OF STATE AND LOCAL (CITY AND/OR COUNTY) HUMAN RIGHTS OR FAIR HOUSING  
99 ORDINANCES IF ANY AND AGREE TO COMPLY WITH SAME.**

100 **Seller Initials:** \_\_\_\_\_ **Seller Initials:** \_\_\_\_\_

101 **10. BUYER LOVE LETTERS.** A potential buyer of the Property may include in or with their offer personal information about the potential  
102 buyer or the potential buyer's family. These communications are often referred to as "Buyer Love Letters" or "Offer Letters." This  
103 personal information may include photos and information about the potential buyer or the potential buyer's family being a member  
104 of a protected class (e.g. race, color, religion, national origin, sex, ancestry, age, marital status, physical or mental disability, family  
105 status, or any other class protected by the Article 3 of the Illinois Human Rights Act or federal fair housing laws). Receipt of such  
106 information may expose Seller to claims that the personal information influenced Seller's decisions with regards to the sale of the  
107 Property in a manner that violates the Illinois Human Rights Act and/or federal and local fair housing laws.

108 **Check and initial if applicable**

109  Seller **does not** desire Brokerage or Designated Agent to provide Seller with any "Buyer Love Letters" or "Offer Letters", whether  
110 provided by the buyer or buyer's agent. If Seller indicates that it does not desire Brokerage to provide Seller with such "Buyer Love  
111 Letters or "Offer Letters", Seller is (i) waiving the Brokerage's duties to present all offers to Seller pursuant to Section 15-15 of the Real  
112 Estate License Act of 2000, 225 ILCS 454/15-15, and (ii) authorizing Brokerage and Designated Agent to withhold from Seller any Buyer  
113 Love Letter or Offer Letter that includes personal information about the potential Buyer or potential Buyer's family being a member of  
114 a protected class. If Brokerage or Designated Agent does withhold such personal information, Brokerage or Designated Agent will still  
115 provide Seller with information about the amount of the offer and other material terms contained in the offer.

116 **Initial if Checked: Seller Initials:** \_\_\_\_\_ **Seller Initials:** \_\_\_\_\_

117 **11. BROKERAGE COMPENSATION (SELLER SIDE).** For providing its services to Seller pursuant to this Agreement, Seller agrees to pay  
118 an upfront fee to Brokerage for professional services in the amount of **(check one)**  \$\_\_\_\_\_ ("**Listing Fee**") OR  None.  
119 Unless stated otherwise in this Agreement, the Listing Fee (if applicable) is non-refundable and due upon signing of this Agreement. In  
120 addition to the Listing Fee, Seller shall pay Brokerage as follows: **(check one)**

121  **A. Percentage Commission.** Seller shall pay Brokerage a commission in the amount of \_\_\_\_\_ % [percent] of the **(check**  
122 **one)**  [GROSS] OR  [NET] Purchase Price as defined below ("**Sale Commission**") plus \$\_\_\_\_\_ ("**Additional**  
123 **Sale Commission**") (the Sale Commission and Additional Sale Commission are referred to collectively as "**Total Sale**  
124 **Commission**"). In the event Seller enters into a leasing agreement with a tenant during the term of this Agreement, Seller  
125 agrees to pay Brokerage a rental commission of \_\_\_\_\_ ("**Rental Commission**")  
126 plus \$\_\_\_\_\_ ("**Additional Rental Commission**") (the Rental Commission and Additional Rental Commission are  
127 referred to collectively as "**Total Rental Commission**"). In the event the Property is later purchased by the tenant, or an  
128 option to purchase is later granted to and exercised by the tenant, then in addition to the "**Total Rental Commission**",  
129 Seller must pay Brokerage the "**Total Sale Commission**". The Total Sale Commission and Total Rental Commission are  
130 referred to collectively as "**Commission**." Brokerage shall be entitled to the Commission pursuant to this Agreement (a)  
131 upon the closing of any Transfer of Property prior to the Termination Date, regardless of whether the Transfer of Property  
132 resulted from the service and/or effort of the Brokerage, Designated Agent, Seller or any other persons or entities; (b)  
133 upon the closing of any Transfer of Property within 180 days after the Termination Date to any person to whom the  
134 Property was submitted prior to the Termination Date; or (c) upon Seller's default in a purchase and sale contract with a  
135 ready, willing, and able buyer.

B. **Flat Rate.** Seller shall pay Brokerage a flat rate of \$ \_\_\_\_\_ (“**Brokerage Fee**”). Brokerage shall be entitled to the Brokerage Fee pursuant to this Agreement (a) upon the closing of any Transfer of Property prior to the Termination Date, regardless of whether the Transfer of Property resulted from the service and/or effort of the Brokerage, Designated Agent, Seller or any other persons or entities; or (b) upon the closing of any Transfer of Property within 180 days after the Termination Date to any person to whom the Property was submitted prior to the Termination Date ; or (c) upon Seller’s default in a purchase and sale contract with a ready, willing, and able buyer.

C. **Other.** \_\_\_\_\_

Notwithstanding the foregoing, if (i) the Property is residential property of four units or less, (ii) the Termination Date has passed, and (iii) Seller has entered into a valid, bona fide, written listing agreement with another licensed real estate broker during the 180 day period, then Brokerage shall not be entitled to any Commission or

Brokerage Fee pursuant to this Agreement on any Transfer of Property. For Property which is not residential property of four units or less, if the Property is listed with another licensed real estate broker during the 180 day period following the Termination Date, Seller shall be liable for the entire Commission or Brokerage Fee.

Any reference to Net Purchase Price shall be defined as “A percentage of the net sale price in the initial contract, reduced thereafter only by an agreed reduction in the amount to be paid by the buyer due to a subsequent appraisal. The net sale price is defined as the gross sale price minus amounts to be credited or paid to the buyer, as reflected in the initial sales contract.” Any reference to Net Lease Price shall be defined as “A percentage of the net rented price. The net rented price is the gross rented price minus amounts to be credited or paid to the tenant, as disclosed in the Agent Remarks and/or compensation field on the listing.”

No amendment or alteration with respect to the amount of Listing Fee, Commission or Brokerage Fee, or time of payment of Listing Fee, Commission or Brokerage Fee, shall be valid or binding unless made in writing and signed by the parties hereto. Brokerage’s Commission or Brokerage Fee is to be paid at time of execution and delivery of deed, option, lease, joint venture agreement, or installment agreement for deed, whichever occurs first, and Brokerage is authorized to deduct the Commission or Brokerage Fee and expenses from the earnest money deposit at that time.

**12. PROCURING COMPENSATION (BUYER SIDE).** In addition to Listing Fee, Commission or Brokerage Fee referenced above in paragraph 11, Seller authorizes and agrees to pay the following additional compensation or incentives to aid in procuring a ready, willing, and able buyer or tenant for the Property: **(Check all that apply)**

A.  **Procuring Commission Paid by Brokerage.** A buyer or tenant may be represented by a licensed real estate broker. Should the buyer or tenant be represented by a licensed real estate broker (“**Procuring Broker**”), Brokerage agrees to enter into a separate agreement with the Procuring Broker who presents a ready, willing, and able buyer or tenant, whereby the Brokerage agrees to pay compensation to the Procuring Broker. At the time of signing this Agreement, an offer of compensation to Procuring Brokers will be set at \_\_\_\_\_ (% and/or \$ of compensation) of the **(check one)**  [GROSS] OR  [NET] Purchase Price as defined above, or \_\_\_\_\_ if the Property is leased (“**Procuring Commission**”). No change to the Procuring Commission shall be made after Brokerage or Procuring Broker presents an offer to Seller on behalf of a ready, willing, and able buyer or tenant unless agreed to otherwise by Procuring Broker. **Seller agrees that the Procuring Commission is in addition to the Commission or Brokerage Fee referenced in Paragraph 11. Seller agrees to pay to Brokerage the total amount of Commission or Brokerage Fee referenced in Paragraph 11 plus the Procuring Commission referenced in this Paragraph 12A. The Procuring Broker may be part of the Brokerage if the buyer is represented by a different Designated Agent. Seller agrees to pay this additional Procuring Commission to Brokerage regardless of any Procuring Broker’s agency relationship to Seller, Brokerage, the buyer or the tenant.**

**Procuring Commission Paid by Seller.** A buyer or tenant may be represented by a licensed real estate broker. Should the buyer or tenant be represented by a licensed real estate broker (“**Procuring Broker**”), Seller agrees to enter into a separate agreement with the Procuring Broker, whereby Seller agrees to pay the Procuring Broker \_\_\_\_\_ (% and/or \$ of compensation) of the **(check one)**  [GROSS] OR  [NET] Purchase Price as defined above, or \_\_\_\_\_ if the Property is leased (“**Procuring Commission**”). Any change to the Procuring Commission shall be at the discretion of Seller and shall be communicated to

183 Brokerage at time of implementation, provided that no change to the Procuring Commission shall be made after Brokerage  
184 or Procuring Broker presents an offer to Seller on behalf of a ready, willing, and able buyer or tenant unless agreed to  
185 otherwise by Procuring Broker. **This Procuring Commission paid by Seller to the Procuring Broker is in addition to any**  
186 **Commission or Brokerage Fee paid to Brokerage referenced in Paragraph 11. The Procuring Broker may be part of the**  
187 **Brokerage if the buyer is represented by a different Designated Agent. Seller agrees to pay this additional Procuring**  
188 **Commission to Procuring Broker regardless of any Procuring Broker's agency relationship to Seller, Brokerage, the buyer**  
189 **or the tenant.**

190  B. **Unrepresented Buyer Procuring Commission.** If Brokerage and Designated Agent procures a buyer or tenant for the Property  
191 that is not represented by a licensed real estate broker, for Brokerage's additional ministerial and administrative assistance  
192 that may be caused by a buyer or tenant being unrepresented, Seller agrees to pay Brokerage a procuring commission of  
193 \_\_\_\_\_ (% and/or \$ of compensation) of the (*check one*)  [GROSS] OR  [NET] Purchase  
194 Price as defined above, or \_\_\_\_\_ if the Property is leased ("*Procuring Commission*"). **Seller**  
195 **agrees that the Procuring Commission is in addition to the Commission or Brokerage Fee referenced in Paragraph 11. Seller**  
196 **agrees to pay to Brokerage the total amount of Commission or Brokerage Fee referenced in Paragraph 11 plus the Procuring**  
197 **Commission referenced in this Paragraph 12B.**

198  C. **Seller Authorized Closing Cost Credit.** Seller hereby authorizes Brokerage to advertise and offer a buyer, on Seller's behalf, a  
199 closing cost credit of \_\_\_\_\_ (% and/or \$ of credit) of the Purchase Price ("*Closing Cost*  
200 *Credit*"), which Closing Cost Credit may be used by a buyer at their choosing to compensate a licensed real estate broker  
201 representing the buyer. Any change to the Closing Cost Credit shall be at the discretion of Seller and shall be communicated  
202 to the Brokerage at time of implementation.

203  D. **Other.** \_\_\_\_\_  
204 \_\_\_\_\_

205  E. **None.** Seller does not authorize Brokerage to offer, and Brokerage will not offer, a Procuring Broker any Procuring  
206 Commission.

207 **13. DISBURSEMENT OF EARNEST MONEY.** Seller authorizes Brokerage to accept earnest money from potential buyers to be held by  
208 Brokerage in an escrow account maintained in accordance with existing law. At the closing, Brokerage may withdraw from such  
209 earnest money deposit its Commission, Procuring Commissions and other expenses or fees paid on behalf of, or at the direction of  
210 Seller, in the event the transaction is consummated. It is expressly understood that Brokerage shall not be liable for acts in good  
211 faith as Escrowee.

212 If a dispute arises between Seller and the buyer as to whether a default had occurred and Brokerage acts as Escrowee of earnest money,  
213 Brokerage shall hold the earnest money and pay it out as agreed to in writing by Seller and the buyer, or as directed by a court of  
214 competent jurisdiction. In the event of a dispute, Seller agrees that Brokerage, as Escrowee, may give written notice to Seller and buyer  
215 of the intended disbursement of Earnest Money, indicating the manner in which Escrowee intends to disburse in the absence of any  
216 written objection. If neither party objects in writing to the proposed disposition of the Earnest Money within 30 days after the date of  
217 notice, then Escrowee shall proceed to dispense the Earnest Money as previously noticed by Escrowee. If either Seller or buyer objects  
218 in writing to the intended disposition within the 30 day period, then the Brokerage may deposit the funds with the Clerk of the Circuit  
219 Court by the filing of an action in the nature of an Interpleader. Seller agrees that Brokerage may be reimbursed from the earnest  
220 money for all costs, including reasonable attorneys' fees and court costs, related to the filing of the Interpleader and hereby agrees to  
221 indemnify and hold Brokerage harmless from any and all claims and demands, including the payment of reasonable attorneys' fees,  
222 costs and expenses arising out of the default, claims and demands. If Seller defaults, the earnest money, at the option of the buyer,  
223 and upon written direction by Seller and the buyer or as directed by a Court of competent jurisdiction, shall be refunded to the buyer  
224 and Seller shall not be released from any of its obligations under this Agreement. Notwithstanding anything in this Agreement to the  
225 contrary, disbursement of earnest money shall be in accordance with the Real Estate License Act of 2000, as amended.

226 **14. DUAL AGENCY.** By checking "Yes" and signing below, Seller acknowledges and agrees that the Designated Agent ("*Licensee*") may  
227 act as a Dual Agent (represent both seller and buyer or landlord and tenant) for the sale or lease of property. Seller acknowledges they  
228 were informed of the possibility of this type of representation. Before signing this document please read the following:

229 Representing more than one party to a transaction presents a conflict of interest since both clients may rely upon Licensee's  
230 advice and the client's respective interests may be adverse to each other. Licensee will undertake this representation only with  
231 the written consent of ALL clients in the transaction. Any agreement between the clients as to a final contract price and other  
232 terms is a result of negotiations between the clients acting in their own best interests and on their own behalf. You acknowledge  
233 that Licensee has explained the implications of dual representation, including the risks involved, and understand that you have  
234 been advised to seek independent advice from your advisors or attorneys before signing any documents in this transaction.

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

236 1. Treat all clients honestly. 2. Provide information about the property to the buyer or tenant. 3. Disclose all latent material  
237 defects in the property that are known to the Licensee. 4. Disclose the financial qualification of the buyer or tenant to the seller  
238 or landlord. 5. Explain real estate terms. 6. Help the buyer or tenant arrange for property inspections. 7. Explain closing costs  
239 and procedures. 8. Help the buyer compare financing alternatives. 9. Provide information to seller or buyer about comparable  
240 properties that have sold so both clients may make educated decisions on what price to accept or offer.

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

242 1. Confidential information that the Licensee may know about a client, without that client's express consent. 2. The price or  
243 terms the seller or landlord will take other than the listing price without permission of the seller or landlord. 3. The price or  
244 terms the buyer or tenant is willing to pay without permission of the buyer or tenant. 4. A recommended or suggested price or  
245 terms the buyer or tenant should offer. 5. A recommended or suggested price or terms the seller or landlord should counter  
246 with or accept.

247 If either client is uncomfortable with this disclosure and dual representation, please let Licensee know. You are not required to  
248 sign this document unless you want to allow Licensee to proceed as a Dual Agent in this transaction. By signing below, you  
249 acknowledge that you have read and understand this form and voluntarily consent to Licensee acting as a Dual Agent (that is,  
250 to represent BOTH the seller or landlord and the buyer or tenant) should that become necessary.

251 **Seller must select one option below:**

252  **Yes, I have read the above information and provide my Prior Consent to Dual Agency**

253  **No, I do not consent to Dual Agency**

254 **Seller Signature:** \_\_\_\_\_ **Seller Signature:** \_\_\_\_\_

255 **15. ADDITIONAL TERMS AND PROPERTY INFORMATION.** Seller represents that the following information is true and correct as of the  
256 date of this Agreement and shall keep Brokerage and Designated Agent informed of all changes to the following information:

257 (a) Property P.I.N. # \_\_\_\_\_ Homeowner's Exemption:  Yes  No

258 Real estate taxes for the year 20\_\_\_\_ equal \$ \_\_\_\_\_ Senior Citizen's Exemption:  Yes  No

259 \_\_\_\_\_ P.I.N. # \_\_\_\_\_ Senior Freeze Exemption:  Yes  No

260 \_\_\_\_\_ P.I.N. # \_\_\_\_\_

261 Real estate taxes for the year 20\_\_\_\_ equal \$ \_\_\_\_\_

262 (b) Seller is aware of any circumstances that would affect the transfer of title?  Yes  No

263 (example: probate, divorce, liens, lis pendens, judgments, etc.)

264 If yes, please explain: \_\_\_\_\_

265 (c) Is Property currently leased?  Yes  No

266 If yes, lease expiration date is \_\_\_\_\_; rent amount is \$ \_\_\_\_\_ per \_\_\_\_\_

267 security deposit amount (if any) is \$ \_\_\_\_\_

268 (d) **Municipal Energy Disclosure.** Please enter the Electricity and/or Gas Account Numbers for the Property:

269 Electricity Account Number: \_\_\_\_\_ Gas Account Number: \_\_\_\_\_

270 (e) The lot size is approximately \_\_\_\_\_

271 Approximate square feet of the interior of the Property: \_\_\_\_\_

272 (f) **Illinois Condominium Property Act or Cooperative Apartments.** Seller shall comply with the Real Estate Settlement Procedures  
273 Act of 1974, as amended. If the Property is a condominium, within 15 days after both parties execute this Agreement, Seller shall furnish  
274 to Brokerage a complete set of condominium documents, including the declaration, bylaws, rules, regulations, budget, and meeting  
275 minutes. If the Property is a townhouse or condominium and dependent upon the condominium or homeowner association's governing  
276 documents, either upon execution of this Agreement or upon Seller's acceptance of an offer by buyer, Seller shall promptly notify the  
277 appropriate representative of the condominium association or any affiliated organization of the contemplated transaction. Seller shall  
278 furnish to the buyer a statement from an authorized officer or agent of the condominium association certifying payment of assessments  
279 for condominium common expenses, and if applicable, proof of waiver or termination of any right of refusal or general option contained  
280 in the declaration of condominium together with any other documents required by the declaration of condominium or its bylaws as a  
281 precondition to the transfer of ownership. At closing, Seller shall deliver to the buyer all appropriate documents properly endorsed and  
282 a survey or plat of the condominium unit showing the location of all improvements of the unit and further showing any parking spaces  
283 or garages that will be conveyed. Seller shall comply with all of the conditions and stipulations of the Illinois Condominium Property  
284 Act (765 ILCS 605/1 et seq.), as amended, as may be applicable.

285 If the Property is a cooperative apartment, within 15 days after both parties execute this Agreement, Seller shall furnish to Brokerage  
286 the cooperative documents including without limitation the proprietary lease, stock certificate, trust agreement, and bylaws. If the  
287 Property is a cooperative, then, no later than 15 days after both parties execute this Agreement Seller shall furnish to Brokerage a  
288 complete set of cooperative documents, including the proprietary lease or trust agreement, bylaws, and if available, a survey.

289 **Seller shall complete the following information:**

290 Management Contact: \_\_\_\_\_

291 Management Phone: \_\_\_\_\_ Management Email: \_\_\_\_\_

292 Current monthly assessment equals \$ \_\_\_\_\_

293 Assessment includes: \_\_\_\_\_

294 Waiver of Right of First Refusal necessary?  Yes  No

295 Seller (**check one**)  [is] **OR**  [is not] aware of a proposed special assessment. Seller shall keep Brokerage informed of all  
296 Board of Directors/Managers actions. Seller shall keep Brokerage informed of any change to this information.

297 If applicable, the total amount of special assessment is \$ \_\_\_\_\_ with a remaining balance due of \$ \_\_\_\_\_  
298 payable through \_\_\_\_\_. Special assessments of \$ \_\_\_\_\_ are payable (**check all that apply**)  Annually;  
299  Semi-Annually;  Quarterly;  Monthly.

300 (g) If this property is new construction, Rider 13, "New Construction Insulation Disclosure", must be completed and attached.

301 (h) If the Property is income or commercial property, Seller shall provide Brokerage with accurate copies of all leases, income and  
302 expense statements,  
303 a rent roll, existing environmental reports and relevant information necessary to market the property within 14 days after the date  
304 both parties execute this Agreement.

305 (i) For residential properties located within the City of Chicago, local ordinances require that all properties must have smoke and  
306 carbon monoxide detectors present and in working condition. Seller shall comply with these ordinances. In addition, Seller shall  
307 provide Brokerage with the following, if applicable, within 72 hours after both parties execute this Agreement: (a) Illinois Residential  
308 Real Property Disclosure Report; (b) Heat Disclosure; (c) Lead Paint Disclosure; (d) Radon Disclosure; and (e) Zoning Certificate.

309 **16. INDEMNITY.** To the extent permitted by law, Seller agrees to indemnify, defend and hold Brokerage, its licensees, agents,  
310 employees, managers, members, shareholders, directors, officers and successors (the "Indemnified Parties") harmless from all claims,  
311 disputes, litigation, expenses and reasonable legal fees arising from (a) failure by Seller to disclose any facts, damage or material defects,  
312 latent or otherwise, relating to the Property; (b) any misrepresentation by Seller to Brokerage or a buyer; (c) any dispute between Seller  
313 and buyer or any third party, or a dispute between any third party and Brokerage arising out of performance of this Agreement,  
314 including without limitation disputes as to the disposition of any earnest money deposit held by Brokerage, and personal injuries or  
315 death sustained by visitors to the Property; (d) that Seller failed to pay, either in whole or in part, a Procuring Commission to a Procuring  
316 Broker when due; or (e) a breach of this Agreement by Seller. Seller agrees to safeguard and/or remove any valuable personal property

317 in the Property (e.g., jewelry or artwork) and represents and warrants that it has personal property insurance on its personal property.  
318 Seller further agrees that Brokerage and the Indemnified Parties shall not be liable for any personal injury, death, damage to the  
319 Property, or damage to or theft of Seller's personal property caused by third-parties, including without limitation, individuals or  
320 companies that provide home staging services.

321 **17. PROMOTING AND ADVERTISING PROPERTY PER THE ILLINOIS REAL ESTATE LICENSE ACT OF 2000, AS AMENDED.**

322 Brokerage is hereby authorized to promote and advertise the Property as Brokerage deems appropriate, including but not limited to  
323 (i) displaying signs on the Property, (ii) placing the Property in any multiple listing service in which Brokerage participates at the time a  
324 contract is executed, (iii) promoting the Property on Brokerage's internet website, social media sites, and on the internet websites of  
325 other brokers, and/or through any other advertising medium which Brokerage may subscribe to or otherwise use, and (iv) releasing  
326 information as to the amount of the selling price, type of financing, and number of days to sell this Property to any multiple listing  
327 service in which Brokerage participates at the time a contract is executed. Brokerage's sole duty is to use Brokerage's best efforts to  
328 affect a Transfer of Property, and Brokerage is not charged with the custody of the Property, its management, maintenance, upkeep  
329 or repair.

330 Consistent with the foregoing, any internet website on which the Property is promoted may (a) allow third parties to write comments  
331 or reviews about the Property, or display a hyperlink to such comments or reviews, or (b) include an automated estimate of the fair  
332 market value of the Property, or display a hyperlink to such an estimate. The foregoing notwithstanding, by checking one or both of  
333 the boxes at the end of this Paragraph 17, and writing its initials below, Seller requests that on any internet website on which the  
334 Property is promoted, one or both of these features be disabled or discontinued. Brokerage in turn will disable or discontinue such  
335 designated features on its website, and will communicate to each multiple listing service in which it participates, and to each broker or  
336 other third party on whose internet website the Property is promoted or advertised, that Seller has elected to have one or both of  
337 these features disabled or discontinued. However, notwithstanding any such Seller request, a broker's internet website may (1)  
338 communicate the broker's professional judgment concerning the Property, and (2) notify its customers and visitors to its website that  
339 a feature has been disabled or discontinued "at the request of Seller".

340 Disable/Discontinue Website Features (**check any that apply and initial**):

- 341  Disable/Discontinue Comments/Reviews regarding Property;  
342  Disable/Discontinue Automated Estimate of Market Value of Property.

343 *Initial if Checked: Seller Initials: \_\_\_\_\_ Seller Initials: \_\_\_\_\_*

344 **18. FIXTURES AND PERSONAL PROPERTY.** In conjunction with any Accepted Offer, Seller agrees to transfer by a bill of sale, all heating,  
345 electrical, and plumbing systems that are owned by Seller and serve the Property together with the following to the buyer:

346 (*check or enumerate applicable items.*)

- |  |   |   |   |
|--|---|---|---|
| 347 <input type="checkbox"/> Refrigerator_____     | <input type="checkbox"/> Smoke & Carbon Monoxide                  | <input type="checkbox"/> Central Air Conditioner_____ | <input type="checkbox"/> Window Treatments_____           |
| 348 <input type="checkbox"/> Oven/Range_____       | <input type="checkbox"/> Detectors_____                           | <input type="checkbox"/> Window Air Conditioner_____  | <input type="checkbox"/> Fireplace Screen/Equipment_____  |
| 349 <input type="checkbox"/> Microwave_____        | <input type="checkbox"/> Intercom System_____                     | <input type="checkbox"/> Electronic air filter_____   | <input type="checkbox"/> Fireplace Gas Log_____           |
| 350 <input type="checkbox"/> Dishwasher_____       | <input type="checkbox"/> Security System_____                     | <input type="checkbox"/> Central Humidifier_____      | <input type="checkbox"/> Firewood_____                    |
| 351 <input type="checkbox"/> Garbage Disposal_____ | <input type="checkbox"/> Owned OR <input type="checkbox"/> Rented | <input type="checkbox"/> Radiator Covers_____         | <input type="checkbox"/> Attached Gas Grill_____          |
| 352 <input type="checkbox"/> Trash Compactor_____  | <input type="checkbox"/> Satellite Dish_____                      | <input type="checkbox"/> Lighting Fixtures_____       | <input type="checkbox"/> Existing Storms and Screens_____ |
| 353 <input type="checkbox"/> Washer_____           | <input type="checkbox"/> Attached TV(s)_____                      | <input type="checkbox"/> Ceiling Fan_____             | <input type="checkbox"/> Outdoor Play Set/Swings_____     |
| 354 <input type="checkbox"/> Dryer_____            | <input type="checkbox"/> TV Antenna_____                          | <input type="checkbox"/> Electronic Garage Door(s)    | <input type="checkbox"/> Outdoor Shed_____                |
| 355 <input type="checkbox"/> Water Softener_____   | <input type="checkbox"/> Multimedia Equipment_____                | with _____remote unit(s)_____                         | <input type="checkbox"/> All Planted Vegetation_____      |
| 356 <input type="checkbox"/> Sump Pump_____        | <input type="checkbox"/> Stereo Speakers and/or                   | <input type="checkbox"/> Tacked Down Carpeting_____   | <input type="checkbox"/> Home Warranty (As attached)      |
| 357 _____  | Surround Sound_____   | <input type="checkbox"/> Built-in or Attached         | <input type="checkbox"/> Other Equipment_____             |
| 358 _____  | _____   | Shelves or Cabinets_____                              | _____   |

359 Seller also transfers the following: \_\_\_\_\_

360 \_\_\_\_\_

361 The following items are excluded: \_\_\_\_\_

362 \_\_\_\_\_



363 **19. MULTIPLE LISTING SERVICE (MLS).** MLS rules require Brokerage to input Property into the MLS within 48 hours of the Effective  
364 Date of this Agreement. If Seller does not want the Property inputted into the MLS within 48 hours of the Effective Date, Seller may  
365 provide such direction by checking an option below.

366 Seller understands the implications of not submitting Property into the MLS database and authorizes Brokerage as follows:  
367 **(check only one)**

- 368  A. Do not submit Property to the MLS for a period of \_\_\_\_\_ calendar days from the Effective Date of this Agreement.  
369  B. Do not submit Property to the MLS until \_\_\_\_\_ (date).  
370  C. Do not submit Property to the MLS until additional service(s) (e.g. virtual tours, professional photography, painting, staging,  
371 etc.) has been completed. Type of service(s): \_\_\_\_\_  
372  D. Do not submit Property to the MLS during the entire term of this Agreement.  
373  E. Do not submit Property to the MLS until given further written notice.

374 **20. DISPUTE RESOLUTION.** The parties agree that any dispute, controversy or claim arising out of or relating to this Agreement, any  
375 breach of this Agreement by either party, or Brokerage's relationship with Seller pursuant to this Agreement shall be resolved only by  
376 arbitration in accordance with the Code of Ethics and Arbitration Manual of the National Association of REALTORS®, as amended from  
377 time to time, through the facility of the Chicago Association of REALTORS®. The parties agree to be bound by any award rendered by  
378 any professional standards arbitration hearing panel of the Chicago Association of REALTORS® and further agree that judgment upon  
379 any award rendered by a professional standards arbitration hearing panel of the Chicago Association of REALTORS® may be entered in  
380 any court having jurisdiction. The parties agree to execute any arbitration agreements, consents and documents as may be required by  
381 the Chicago Association of REALTORS® to facilitate any arbitration. SELLER HEREBY WAIVES WITH RESPECT TO ANY DISPUTE WITH  
382 BROKERAGE THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR OTHER REPRESENTATIVE ACTION IN COURT, EITHER AS A CLASS  
383 REPRESENTATIVE OR CLASS MEMBER OR THE RIGHT TO JOIN OR CONSOLIDATE CLAIMS WITH OTHER INDIVIDUALS.

384 **21. REPRESENTATION OF MULTIPLE SELLERS.** Seller understands and agrees that Brokerage may from time to time represent or assist  
385 other sellers who may be interested in selling property to the buyers with whom Brokerage has a buyer agency contract or with whom  
386 Brokerage is working as a customer. Seller consents to Brokerage's representation of other sellers before, during and after the  
387 expiration of this Agreement and expressly waives any claims, including, but not limited to, breach of fiduciary duty or breach of  
388 contract, based solely upon Brokerage's representation or assistance of other sellers who may be interested in selling property to the  
389 buyers with whom Brokerage has a buyer agency contract or with whom Brokerage is working as a customer.

390 **22. TERMINATION OF AGREEMENT.** In the event that one or both of the parties desires to terminate this agreement, except for  
391 termination done pursuant to paragraph 2 of this Agreement, this paragraph applies.

- 392 **A. Termination by Mutual Agreement.** The parties may mutually agree to terminate this Agreement at any time, provided  
393 that Seller shall pay to Brokerage any amounts agreed to by the parties, if any, within 5 business days of termination.  
394 **B. Termination by Seller.** Seller shall have the right to terminate this Agreement at any time and for any reason by providing  
395 notice to Brokerage. In the event that Seller terminates this Agreement pursuant to this subsection for any reason other  
396 than a breach of this Agreement by Brokerage, Seller shall pay to Brokerage, within 5 business days of termination, the  
397 greater of (i) any amounts owed pursuant to Paragraph 11 of this Agreement or (ii) the sum of \$\_\_\_\_\_, which  
398 fee shall compensate Brokerage for its services prior to termination, and Brokerage's reasonable expenses to list and  
399 market the Property.  
400 **C. Termination by Brokerage.** Brokerage shall have the right to terminate this Agreement at any time and for any reason  
401 by providing notice to Seller. In the event that Brokerage terminates this Agreement pursuant to this subsection for any  
402 reason other than a breach of this Agreement by Seller, Brokerage shall not be entitled to fees or reimbursement of  
403 Brokerage's costs. In the event that Brokerage terminates this Agreement due to Seller's breach of this Agreement, Seller  
404 and Brokerage agree that calculating Brokerage's actual damages may be difficult; therefore, Seller shall pay to Brokerage,  
405 within 5 business days of termination, the Commission as defined in Paragraph 11 based on the Purchase Price in the  
406 contract or Marketing Price if no contract as liquidated damages and to compensate Brokerage for Brokerage's time,  
407 expenses and services involved in marketing the Property.

408 **23. NOTICE.** All notices required by this Agreement shall be in writing and shall be served upon the Parties at the addresses provided  
409 in this Agreement. The mailing of notice by registered or certified mail, return receipt requested, shall be sufficient service. Notices  
410 may also be served by personal delivery or commercial delivery service or by the use of a facsimile machine. In addition, facsimile

411 signatures or digital signatures shall be sufficient for purposes of executing this Agreement and shall be deemed originals. E-mail  
412 notices shall be deemed valid and received by the addressee when delivered by e-mail and opened by the recipient. Each Party shall  
413 retain a copy of proof of facsimile transmission and email notice and provide such proof, if requested.

414 **24. MISCELLANEOUS.**

- 415 A. Where applicable, the singular form shall include the plural, and the masculine form shall include the feminine and neuter,  
416 and vice versa.
- 417 B. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns  
418 of the parties to this Agreement.
- 419 C. Business Days are defined as Monday through Friday, excluding Federal holidays. Business Hours are defined as 8:00 A.M. to  
420 6:00 P.M. Chicago Time.

421 **SELLER:**

422 Seller's Signature: \_\_\_\_\_

423 Seller's Signature: \_\_\_\_\_

424 Date: \_\_\_\_\_

425 All Legal Title Holders or Legal Agent for Seller:

426 \_\_\_\_\_

427 \_\_\_\_\_

428 Seller's Name (print): \_\_\_\_\_

429 Seller's Name (print): \_\_\_\_\_

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

431 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

432 \_\_\_\_\_ Phone #: \_\_\_\_\_

433 \_\_\_\_\_ Phone #: \_\_\_\_\_

434 \_\_\_\_\_ Phone #: \_\_\_\_\_

435 \_\_\_\_\_ Phone #: \_\_\_\_\_

436 \_\_\_\_\_ Phone #: \_\_\_\_\_

437 Email Address 1: \_\_\_\_\_

438 Email Address 2: \_\_\_\_\_

**BROKERAGE:**

Designated Managing Broker Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Brokerage Name: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Office Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Office MLS ID: \_\_\_\_\_

Designated Agent Name (print) \_\_\_\_\_

Designated Agent MLS ID: \_\_\_\_\_

Agent Phone 1: \_\_\_\_\_

Agent Phone 2: \_\_\_\_\_

Agent Fax: \_\_\_\_\_

Agent Email: \_\_\_\_\_