



**REALTOR® ASSOCIATION OF WEST/SOUTH SUBURBAN CHICAGOLAND
STANDARD RESIDENTIAL EXCLUSIVE MARKETING AGREEMENT**



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BROKER (Name and Address):

SELLER(s)* (Name and Address):

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

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

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

2. Term and Conditions: The term of this Agreement begins 12:01 A.M. Month: _____ Day: _____
Year: _____ and terminates 11:59 P.M. Month: _____ Day: _____ Year: _____ ("marketing period").
Seller gives to Broker the exclusive right to market, sell, option, or exchange the Property to qualified purchasers and to share the Property with participants in the Multiple Listing Service of Northern Illinois, Inc., and/or any other Multiple Listing Service in which Broker is a participant, in accordance with the applicable rules and regulations of that Multiple Listing Service.

(_____/_____) **THE PARTIES UNDERSTAND AND AGREE THAT IT IS ILLEGAL FOR EITHER OF THEM TO**
(*Seller(s)'s Initials*) **DISCRIMINATE AGAINST ANY PROSPECTIVE SELLER OR LESSOR ON THE BASIS OF RACE, AGE, COLOR, RELIGION, SEX, ANCESTRY, MARITAL STATUS, PHYSICAL OR MENTAL HANDICAP, FAMILIAL STATUS, NATIONAL ORIGIN, SEXUAL ORIENTATION, OR ANY OTHER CLASS PROTECTED BY ARTICLE 3 OF THE ILLINOIS HUMAN RIGHTS ACT. THE PARTIES AGREE TO COMPLY WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL FAIR HOUSING LAWS.**

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

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

5. Seller's Designated Agent: Broker designates and Seller accepts _____ ("Seller's Designated Agent"), a sales associate affiliated with Broker, as the only legal agent of Seller to market and sell Seller's Property. Broker reserves the right to appoint additional designated agents for Seller when, in Broker's discretion, it is necessary. If additional designated agents are appointed, Seller shall be informed in writing within a reasonable time of such appointment. Seller authorizes Seller's Designated Agent, from time to time, to allow another sales associate, who is not an agent of the Seller, to sit an open house of Seller's Property or provide similar support to Designated Agent in the marketing of Seller's Property. Seller understands and agrees that this Agreement is a contract for Broker to market and sell Seller's Property and that Seller's Designated Agent is the only legal agent of Seller. Seller's Designated Agent will be primarily responsible for the direct marketing and sale of Seller's Property. The duties owed to Seller as referred to in the Illinois Real Estate License Act of 2000, will only be owed to Seller by the Designated Agent. The Broker and the Designated Agent will have only those duties to the Seller as are required by statute.

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

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

Address: _____
_____ Broker Initial _____ Seller(s) Initial _____ Seller(s) Initial

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.

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

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

77 **If Seller is uncomfortable with this disclosure and dual representation, please let Licensee know. Seller is not required to**

78 **accept this section unless Seller wants to allow the Licensee to proceed as a Dual Agent in this transaction.**

81

82 Yes No

83 (_____/_____) _____

84 (Seller(s)'s Initials)

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

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

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

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

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

89 **11. Brokerage Fee:** In consideration of the obligations of the Broker, the Seller agrees:

90 (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, compensation in the amount of _____% of the sale price (to be distributed _____% to the listing office and _____% to the selling office) for the Broker’s services in effecting the sale by finding a Buyer ready, willing, and able to purchase the property. If the transaction shall not be closed because of refusal, failure, or inability of the Seller to perform, the Seller shall pay the sales commission in full to Broker upon demand. Should a sale be in pending or contingent status at the expiration of this Agreement, Seller shall pay Broker the full commission set forth upon closing of said sale.

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

92 _____ Broker Initial _____ Seller Initial _____ Seller Initial

93 Address: _____

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

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

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

140 With regard to the issuance of title insurance:

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

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

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

148
149 **15. Fixtures and Personal Property:** All of the fixtures and personal property stated herein are owned by Seller and, to the best
150 of Seller's knowledge, are in operating condition unless otherwise noted. Seller agrees to transfer to Buyer all fixtures, all heating,
151 electrical, and plumbing systems together with the following items of personal property by Bill of Sale (Check or enumerate
152 applicable items):

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

162 **Other items included:** _____

163 **Items NOT included:** _____

164 Unless otherwise agreed to in writing by Seller and Buyer, Seller shall warrant to Buyer that all fixtures, systems and personal
165 property included in this Agreement shall be in operating condition at possession, except: _____

166 _____ A system or item shall be deemed
167 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
168 health or safety.

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

172 **17. Disclosure:** All inquires about this Property made directly to Seller shall be immediately referred to Broker and/or Seller's
173 Designated Agent. Seller understands that the information which Seller provides to Seller's Designated Agent as marketing
174 information will be used to advertise Seller's Property to the public and submitted to the Multiple Listing Service. It is essential

175 *Broker Initial* _____ *Seller Initial* _____ *Seller Initial*
Address: _____

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

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

193 **19. Minimum Standards:** Illinois law provides that all exclusive brokerage agreements must specify that the sponsoring broker,
194 (_____/_____) through one or more sponsored licensees, must provide at a minimum, the following services: (1) accept delivery
195 *Seller's Initials* of and present to the client offers and counter-offers to buy, sell, or lease the client's property or the property the
196 (_____/_____) client seeks to purchase or lease; (2) assist the client in developing, communicating, negotiating, and presenting
197 *Broker Initials* offers, counter offers, and notices that relate to the offers and counteroffers until a lease or purchase agreement is
198 signed and all contingencies are satisfied or waived; and (3) answer the client's questions relating to the offers,
199 counter-offers, notices, and contingencies.

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

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

218 **22. Earnest Money:** **The Earnest Money shall be held by the Listing Broker, in trust for the mutual**
219 **benefit of the Parties in a manner consistent with Illinois State Law. Upon initial closing, or**
220 **settlement, or upon breach of Contract, the Earnest Money shall be applied first to the payment of any**
221 **expenses incurred by the Broker on Seller's behalf in the sale, and second to payment of the Broker's**
222 **sales commission, rendering the surplus, if any, to the Seller. If a dispute arises between Seller and**
223 **Buyer as to whether a default has occurred, Broker shall hold the Earnest Money and pay it out as**
224 **agreed in writing by Seller and Buyer or as directed by a court of competent jurisdiction. In the event**
225 **of such dispute, Seller agrees that Broker may deposit the funds with the clerk of the Circuit Court by**
226 **an action in the nature of interpleader. Seller agrees Broker may be reimbursed from the Earnest**
227 **Money for all costs, including reasonable attorney's fees, related to the filing of the interpleader and**
228 **hereby agrees to indemnify and hold Broker harmless from any and all claims and demands, including**
229 **the payment of reasonable attorney's fees, costs, and expenses arising out of such default, claims, and**
230 **demands. If Seller defaults, Earnest Money, at the option of Buyer, shall be refunded to Buyer, but**

Address: _____
Broker Initial

Seller Initial _____ *Seller Initial*

231 such refunding shall not release Seller from the obligation of this Marketing Agreement. There shall
232 be no disbursement of Earnest Money unless Escrowee has been provided written agreement from
233 Seller and Buyer. In anticipation of Closing, the Parties direct Escrowee to close the account no
234 sooner than 10 (ten) business days prior to the anticipated Closing date.

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

238 **24. Mediation:** Any controversy or claim arising out of, or relating to, this Agreement, or the breach thereof, shall be mediated, in
239 accordance with rules, then pertaining, of the American Arbitration Association, Chicago, Illinois.

240 **25. Indemnification of Broker:** Seller agrees to indemnify Broker and to save, defend, and hold Broker harmless on account of
241 any and all loss, damage, cost, or expense (including reasonable attorney's fees) incurred by Broker, arising out of this Agreement,
242 or in the collection of fees or commissions due Broker pursuant to the terms and conditions of this Agreement provided Broker is
243 not at fault.

244 **26. Disclaimer:** Seller acknowledges that Broker and Seller's Designated Agent are acting solely as real estate professionals, and
245 not as attorney, tax advisor, surveyor, structural engineer, home inspector, environmental consultant, architect, contractor, or other
246 professional service provider. Seller understands that such other professional service providers are available to render advice or
247 services to the Seller, if desired, at Seller's expense.

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

250 **28. Lease of Property:** Although the purpose of this Agreement is to bring about a sale, option, or exchange of the Property,
251 Seller agrees to pay Broker a leasing commission of _____ if the Property is leased within the marketing period.
252 If the tenant to whom the Property is leased later purchases the Property, Seller agrees to pay Broker a sales commission of
253 _____ on the full sale price.

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

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

- 259 (a) By personal delivery of such notice; or
260 (b) By mailing of such notice to the addresses recited herein by regular mail and by certified mail, return receipt requested.
261 Except as otherwise provided herein, notice served by certified mail shall be effective on the date of mailing; or
262 (c) By sending facsimile transmission. Notice shall be effective as of date and time of facsimile transmission, provided that
263 the notice transmitted shall be sent on business days during business hours (8:00 A.M. to 6:00 P.M. Chicago Time). In
264 the event fax notice is transmitted during non-business hours, the effective date and time of notice is the first hour of the
265 first business day after transmission; or
266 (d) By sending e-mail transmission. Notice shall be effective as of date and time of e-mail transmission, provided that the
267 notice transmitted shall be sent on business days during business hours (8:00 A.M. to 6:00 P.M. Chicago Time), and
268 provided further that the **recipient provides written acknowledgment to the sender** of receipt of the transmission (by e-
269 mail, facsimile, or by regular mail). In the event e-mail notice is transmitted during non-business hours, the effective date
270 and time of notice is the first hour of the first business day after transmission.

271 **31. Entire Agreement:** This Agreement constitutes the complete understanding and entire agreement between the parties relating
272 to the subject thereof, and any prior agreements pertaining thereto, whether oral or written, have been merged and integrated into
273 this Agreement. This Agreement may not be terminated or amended prior to its termination date without the express written
274 consent of both parties to this Agreement.

275 Seller hereby acknowledges receipt of a signed copy of this Agreement and all attachments. The attachments include the
276 following (HERE LIST ALL ATTACHMENTS): _____
277 _____

(Signatures are required of all who have a legal or equitable interest in the Property)

279 _____
280 BROKER

SELLER

282 _____
283 BY (Signature)

SELLER

285 _____
286 DATE

ADDRESS

287 _____
288 DESIGNATED AGENT

Broker Initial
Address: _____

Seller Initial _____ Seller Initial

