



MAINSTREET ORGANIZATION OF REALTORS®
RESIDENTIAL EXCLUSIVE RIGHT TO SELL MARKETING AGREEMENT



1
2 BROKERAGE (Print Listing Office Name) SELLER NAME (Print)
3
4 MANAGING BROKER NAME (Print) SELLER NAME (Print)
5
6 DESIGNATED AGENT NAME (Print)

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8 Seller represents and warrants that title to the property is in the name of: \_\_\_\_\_
9 \_\_\_\_\_ and Seller has the authority to sell the Property.

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

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18 Condo, Coop, or Townhome Parking Space Included: (check type)  deeded space;  limited common element;  assigned: Parking Space # \_\_\_\_\_

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20 2. Term and Conditions: The term of this Agreement begins 12:01 A.M. Month: \_\_\_\_\_ Day: \_\_\_\_\_
21 Year: \_\_\_\_\_ and terminates 11:59 P.M. Month: \_\_\_\_\_ Day: \_\_\_\_\_ Year: \_\_\_\_\_
22 ("marketing period"). Seller gives Brokerage the exclusive right to market, sell, option, or exchange the Property to qualified
23 purchasers and to share the Property with participants in the Midwest Real Estate Database, LLC, and/or any other Multiple
24 Listing Service in which Managing Broker is a participant, in accordance with the applicable rules and regulations of that Multiple
25 Listing Service.

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

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

36
37 4. Possession: Possession is to be negotiated at time of sales contract.

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

50
51 6. Possible Dual Agency: The above named Designated Agent (hereinafter sometimes referred to as "Licensee") may undertake a
52 dual representation (represent both the seller or landlord and the buyer or tenant) for the sale or lease of the Property. Seller
53 acknowledges he was informed of the possibility of this type of representation. Before signing this document, Seller must read the
54 following:
55 Representing more than one party to a transaction presents a conflict of interest, since both clients may rely upon Licensee's
56 advice and the clients' respective interests may be adverse to each other. Licensee will undertake this representation only with the
57 written consent of ALL clients in the transaction. Any agreement between the clients as to a final contract price and other terms is
58 a result of negotiations between the clients acting in their own best interests and on their own behalf. Seller acknowledges that

\_\_\_\_\_  
Managing Broker Initial  
Address: \_\_\_\_\_

\_\_\_\_\_  
Seller Initial \_\_\_\_\_ Seller Initial

59 Licensee has explained the implications of dual representation, including the risks involved, and understands that he has been  
60 advised to seek independent advice from advisors or attorneys before signing any documents in this transaction.  
61

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

- 63 1. Treat all clients honestly.
- 64 2. Provide information about the Property to the buyer or tenant.
- 65 3. Disclose all latent material defects in the Property that are known to Licensee.
- 66 4. Disclose financial qualification of the buyer or tenant to the Seller or landlord.
- 67 5. Explain real estate terms.
- 68 6. Help the buyer or tenant to arrange for Property inspections.
- 69 7. Explain closing costs and procedures.
- 70 8. Help the buyer compare financing alternatives.
- 71 9. Provide information about comparable properties that have sold so both clients may make educated decisions on what  
72 price to accept or offer.  
73

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

- 75 1. Confidential information that Licensee may know about the clients, without the client's permission.
- 76 2. The price or terms the seller or landlord will take other than the listing price without permission of the seller or landlord.
- 77 3. The price or terms the buyer or tenant is willing to pay without permission of the buyer or tenant.
- 78 4. A recommended or suggested price or terms the buyer or tenant should offer.
- 79 5. A recommended or suggested price or terms the seller or landlord should counter with or accept.  
80

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

83   By checking "Yes" and initialing, Seller acknowledges that Seller has read and understands  
84 Yes No this section and voluntarily consents to the Licensee acting as a Dual Agent (that is, to  
85 (\_\_\_\_\_/\_\_\_\_\_) representing BOTH the Seller or landlord and the buyer or tenant) should that become  
86 (Seller(s) Initials) necessary.  
87

88 **7. Representation of Buyers:** Seller acknowledges that Seller has been informed and understands that as part of Brokerage's real  
89 estate business, Brokerage, from time to time, enters into representation agreements with buyers, and, as such, may designate  
90 certain of its licensees as exclusive buyers' representatives for the purpose of showing and negotiating the purchase of real estate  
91 listed with Brokerage or other real estate brokerage firms.  
92

93 **8. Buyer Confidentiality:** Seller understands that Brokerage, Managing Broker and/or Designated Agent may have previously  
94 represented a buyer who is interested in Seller's Property. During that representation, Managing Broker and/or Designated Agent  
95 may have learned material information about the Buyer that is considered confidential. Under the law, neither Managing Broker  
96 nor Designated Agent may disclose any such confidential information to Seller even though the Managing Broker and/or  
97 Designated Agent now represent the Seller.  
98

99 **9. Managing Broker's Affiliates:** Seller understands and agrees that other licensees affiliated with Brokerage, may represent the  
100 actual or prospective buyer of Seller's Property. Further, Seller understands and agrees that if the Property is sold through the  
101 efforts of a licensee affiliated with Brokerage that represents the buyer, the other licensee affiliated with Brokerage will be acting  
102 as a buyer's representative.  
103

104 **10. Consent to Represent Other Sellers:** Seller understands and agrees that Brokerage, Managing Broker and Designated Agent  
105 may from time to time represent or assist other sellers who may be interested in selling their property to buyers. The Seller  
106 consents to Brokerage, Managing Broker's and Designated Agent's representation of such other sellers before, during, and after  
107 the expiration of this Exclusive Marketing Agreement and expressly waives any claims including but not limited to breach of duty  
108 or breach of contract based solely upon Brokerage, Managing Broker's or Designated Agent's representation or assistance of other  
109 sellers who may be interested in selling their property to buyers.  
110

111 **11. Brokerage Fee:** Except as provided hereafter, in consideration of the obligations of the Brokerage, the Seller agrees:  
112 (a) To pay Brokerage, at the time of closing of the sale of the property and from the disbursement of the proceeds of said  
113 sale, compensation in the amount of, for Brokerage's services, \$ \_\_\_\_\_ and/or \_\_\_\_\_% (to  
114 be distributed \_\_\_\_\_% plus \$ \_\_\_\_\_ of the sales price to the listing office and \_\_\_\_\_% minus  
115 \$ \_\_\_\_\_ of the sales price to the selling office) in effecting the sale by finding a Buyer ready, willing,  
116 and able to purchase the property. If the transaction shall not be closed because of refusal, failure, or inability of the Seller  
117 to perform, the Seller shall pay the sales commission in full to Brokerage upon demand. Should a sale be in pending or  
118 contingent status at the expiration of this Agreement, Seller shall pay Brokerage the full commission set forth upon  
119 closing of said sale.

\_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_ Managing Broker Initial \_\_\_\_\_ Seller Initial \_\_\_\_\_ Seller Initial

(b) To pay Brokerage the commission specified above if Brokerage 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 brokerage and the sale of the Property is made during the term of the subsequent listing agreement.

Special Compensation Information: \_\_\_\_\_

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

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

**WITH REGARD TO THE VOW POLICY, SELLER HEREBY DIRECTS BROKERAGE AS FOLLOWS (Initial that apply):**

(\_\_\_\_/\_\_\_\_) I do NOT want the Property listing to be displayed on the Internet.

(\_\_\_\_/\_\_\_\_) I do NOT want the Property address to be displayed on the Internet.

(\_\_\_\_/\_\_\_\_) I do NOT give permission for comments or reviews on my listing.

(\_\_\_\_/\_\_\_\_) I do NOT want any automated estimate of value on my listing.

Seller acknowledges that Seller has read and understands the options presented above and that, if Seller has selected the first option, consumers who conduct searches for listings on the Internet will not see information about Seller's Property in response to their search.

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

With regard to the issuance of title insurance:

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

(\_\_\_\_/\_\_\_\_) Seller directs that \_\_\_\_\_ provide the title insurance and related services as stated above.

(\_\_\_\_/\_\_\_\_) Seller or Seller's attorney will make the necessary arrangements for title insurance and any related services.

\_\_\_\_\_  
Managing Broker Initial  
Address: \_\_\_\_\_ Seller Initial \_\_\_\_\_ Seller Initial

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

**Other items included:** \_\_\_\_\_

**Items NOT included:** \_\_\_\_\_

Unless otherwise agreed to in writing by Seller and Buyer, Seller shall warrant to Buyer that all fixtures, systems and personal property included in this Agreement shall be in operating condition at possession, except: \_\_\_\_\_  
\_\_\_\_\_. A system or item shall be deemed 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 health or safety.

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

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

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

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

**20. Marketing Authorization:** Brokerage is authorized to advertise, promote, and market the Property which shall include, but not be limited to, in Managing Broker's sole discretion, the display of signs, placement of the Property in any Multiple Listing Service in which Managing Broker is a participant, and promotion of the Property through any electronic medium and/or on any Internet Website to which the Brokerage, Managing Broker and/or Designated Agent may subscribe. Brokerage is authorized to affix a keybox to the Property, and provided the owner is absent, any MLS participant or subscriber associated with the Multiple Listing Service(s), whether acting as a buyer's representative or otherwise, shall have the right, through use of said keybox, to show the Property at any reasonable time. It is not a requirement of the Multiple Listing Service or Brokerage that a Seller allow use of a keybox. Seller acknowledges that neither listing nor selling brokerage, the Mainstreet Organization of REALTORS®, nor

\_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_ Managing Broker Initial \_\_\_\_\_ Seller Initial \_\_\_\_\_ Seller Initial

246 any Multiple Listing Service is an insurer against the loss of Seller's personal property. Seller is advised to safeguard or remove  
247 valuables now located on said Property. Seller is further advised to verify the existence of said valuables and obtain personal  
248 property insurance through Seller's insurance agent. Further, Seller hereby grants Brokerage and Brokerage shall have the right,  
249 and Seller acknowledges that Managing Broker may have an obligation under applicable Multiple Listing Service rules and  
250 regulations as a condition of placing Seller's Property in such Multiple Listing Service, to release information as to the amount of  
251 selling price, type of financing, and number of days to sell the Property to any Multiple Listing Service of which Managing Broker  
252 is a participant at the time the Property is sold and closed.  
253

254 **21. Taxes and Assessments:** All taxes and all usually prorated expenses shall be prorated pursuant to the terms of the sales  
255 contract. Seller shall disclose any assessments or special taxes for improvements or lien for improvements, either of record or in  
256 process, applicable to the Property marketed herein, and should the Seller receive any notice thereof, Seller agrees to notify the  
257 Managing Broker or Designated Agent immediately.  
258

259 (a) SPECIAL ASSESSMENTS: Seller represents that there: [check one]  is  is not a proposed or pending  
260 unconfirmed special assessment affecting the property not payable by Seller after the date of closing. Seller further  
261 represents that the following confirmed special assessments are not due or will be due after the date of closing:  
262 \_\_\_\_\_, 20\_\_\_\_ in the amount of \$ \_\_\_\_\_.  
263

264 (b) SPECIAL SERVICE AREA: Seller represents that the property: [check one]  is  is not located within a Special  
265 Service Area, payments for which will not be the obligation of Seller after the date of Closing.  
266

267 (c) CONDOMINIUM OR HOMEOWNERS' ASSOCIATION(S): The property and improvements described herein  
268 [check one]  are  are not part of a Condominium or Homeowners' Association. If the property is part of a  
269 Condominium or Homeowners' Association, the contact information for such association is:  
270

271 Association Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_  
272 Management Company Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_  
273

274 (d) ASSOCIATION ASSESSMENTS/FEES: Seller acknowledges a current Condominium or Homeowners' Association  
275 Assessment/Fee of \$ \_\_\_\_\_ per \_\_\_\_\_ which includes:  
276 \_\_\_\_\_  
277 \_\_\_\_\_  
278

279 (e) ADDITIONAL ASSOCIATION ASSESSMENTS/FEES: Seller further acknowledges additional assessments/fees (such  
280 as a Master Association Fee) of \$ \_\_\_\_\_ per \_\_\_\_\_ which includes:  
281 \_\_\_\_\_  
282 \_\_\_\_\_  
283

284 **22. Earnest Money (choose one):**

285  (\_\_\_\_\_/\_\_\_\_\_) (a) The Earnest Money shall be held by the Brokerage, as Escrowee in trust for  
286 Seller(s) Initials the mutual benefit of the Buyer and Seller (hereinafter "Parties") in a manner  
287 consistent with Illinois State Law. Upon initial closing, or settlement, the Earnest  
288 Money shall be applied first to the payment of any expenses incurred by the  
289 Brokerage on Seller's behalf in the sale, and second to payment of the  
290 Brokerage's sales commission, rendering the surplus, if any, to the Seller. If a  
291 dispute arises between the Parties to a real estate transaction as to whether a  
292 default has occurred, the Escrowee shall hold the Earnest Money and implement  
293 the procedure for disbursement as agreed in writing by the Parties in the real  
294 estate contract, or pay pursuant to subsequent joint written direction to  
295 Escrowee, or as directed by a court of competent jurisdiction. Further, Seller  
296 agrees that Escrowee may deposit the funds with the clerk of the Circuit Court  
297 by an action in the nature of interpleader. Seller agrees Escrowee may be  
298 reimbursed from the Earnest Money for all costs, including reasonable attorney's  
299 fees, related to the filing of the interpleader and hereby agrees to indemnify and  
300 hold Escrowee harmless from any and all claims and demands, including the  
301 payment of reasonable attorney's fees, costs, and expenses arising out of such  
302 default, claims, and demands. If Seller defaults, Earnest Money, at the option of  
303 Buyer, shall be refunded to Buyer, but such refunding shall not release Seller

\_\_\_\_\_  
Address: \_\_\_\_\_ Managing Broker Initial \_\_\_\_\_ Seller Initial \_\_\_\_\_ Seller Initial

304 from the obligation of this Marketing Agreement. Transfer of escrow money to  
305 the closing agent for the transaction may be made no sooner than two (2)  
306 business days prior to the scheduled closing date.  
307

308  (\_\_\_\_\_/\_\_\_\_\_)   
309 Seller(s) Initials

310 (b) Brokerage maintains a policy of not holding earnest money or any moneys in  
311 escrow for any reason. At the written direction of the Parties to a real estate  
312 transaction, Earnest Money deposited by a Buyer in the transaction shall be held  
313 in trust by an Escrowee selected by Parties. Escrowee shall be duly licensed and  
314 authorized to hold money in escrow for the mutual benefit of the Parties in a  
315 manner consistent with Illinois Law. In that event, the terms of a written  
316 agreement between Escrowee and the Parties to the real estate transaction shall  
317 control all issues regarding the holding and the disbursement of Earnest Money.  
318 If Seller defaults, any refunding of the Earnest Money to Buyer at Buyer's  
319 direction shall not release Seller from the obligation of this Marketing  
320 Agreement.

320 **23. Amendments:** Should it be necessary to amend or modify this Agreement, facsimile signatures of all parties to this Marketing  
321 Agreement are accepted as original signatures. This Agreement may be executed in multiple copies and Seller's signature hereon  
322 acknowledges that Seller has received a signed copy.  
323

324 **24. Mediation:** Any controversy or claim arising out of or relating to this Agreement or the breach thereof shall be mediated in  
325 accordance with rules then pertaining of the American Arbitration Association.  
326

327 **25. Indemnification:** Seller agrees to indemnify Brokerage, Managing Broker and Designated Agent to save, defend, and hold  
328 them harmless on account of any and all loss, damage, cost, or expense (including reasonable attorney's fees) incurred by them  
329 arising out of this Agreement, or in the collection of fees or commissions due Brokerage pursuant to this Agreement, provided  
330 Brokerage is not found to be at fault.  
331

332 **26. Disclaimer:** Seller acknowledges that Brokerage, Managing Broker and Seller's Designated Agent are acting solely as real  
333 estate professionals, and not as attorney, tax advisor, surveyor, structural engineer, home inspector, environmental consultant,  
334 architect, contractor, or other professional service provider. Seller understands that such other professional service providers are  
335 available to render advice or services to the Seller, if desired, at Seller's expense.  
336

337 **27. Costs of Third-Party Services or Products:** Seller is responsible for the costs of all third-party products or services such as  
338 surveys, soil tests, title reports, well and septic tests, etc.  
339

340 **28. Lease of Property:** Although the purpose of this Agreement is to bring about a sale, option, or exchange of the Property,  
341 Seller agrees to pay Brokerage a leasing commission of \$ \_\_\_\_\_ if the Property is leased within the marketing  
342 period. If the tenant to whom the Property is leased later purchases the Property, Seller agrees to pay Brokerage a sales  
343 commission of \_\_\_\_\_ on the full sale price.  
344

345 **29. Severability:** In case any one or more provisions of this Agreement shall, for any reason, be held to be invalid, illegal, or  
346 unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this  
347 Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.  
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349 **30. Notice:** All notices required shall be in writing and shall be served by one party to this agreement to the other party. Notice to  
350 any one of the multiple-person party shall be sufficient notice to all. Notice shall be given in the following manner:

- 351 (a) By personal delivery of such notice; or
- 352 (b) By mailing of such notice to the addresses recited herein by regular mail and by certified mail, return receipt requested.  
353 Except as otherwise provided herein, notice served by certified mail shall be effective on the date of mailing; or
- 354 (c) By sending facsimile transmission. Notice shall be effective as of date and time of facsimile transmission, provided that  
355 the notice transmitted shall be sent on business days during business hours (8:00 A.M. to 6:00 P.M. Chicago Time). In  
356 the event fax notice is transmitted during non-business hours, the effective date and time of notice is the first hour of the  
357 first business day after transmission; or
- 358 (d) By sending e-mail transmission. Notice shall be effective as of date and time of e-mail transmission, provided that the  
359 notice transmitted shall be sent on business days during business hours (8:00 A.M. to 6:00 P.M. Chicago Time), and  
360 provided further that the **recipient provides written acknowledgment to the sender** of receipt of the transmission (by e-  
361 mail, facsimile, or by regular mail). In the event e-mail notice is transmitted during non-business hours, the effective date  
362 and time of notice is the first hour of the first business day after transmission; or

\_\_\_\_\_  
363 Managing Broker Initial  
Address: \_\_\_\_\_

\_\_\_\_\_  
364 Seller Initial \_\_\_\_\_ Seller Initial

(e) By commercial overnight delivery (e.g., FedEx). Such Notice shall be effective on the next Business Day following deposit with the overnight delivery company.

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

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

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

\_\_\_\_\_  
MANAGING BROKER (print)

\_\_\_\_\_  
SELLER (Signature)

\_\_\_\_\_  
MANAGING BROKER (Signature)

\_\_\_\_\_  
SELLER (Signature)

\_\_\_\_\_  
DATE

\_\_\_\_\_  
CURRENT MAILING ADDRESS (Required)

\_\_\_\_\_  
DESIGNATED AGENT (Signature)

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
OFFICE ADDRESS

\_\_\_\_\_  
PHONE FAX

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DESIGNATED AGENT PHONE FAX

\_\_\_\_\_  
E-MAIL ADDRESS

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OFFICE PHONE

\_\_\_\_\_  
E-MAIL ADDRESS

\_\_\_\_\_  
Managing Broker Initial  
Address: \_\_\_\_\_

\_\_\_\_\_  
Seller Initial \_\_\_\_\_ Seller Initial