



**CHICAGO ASSOCIATION OF REALTORS®/MLS
EXCLUSIVE LISTING AGREEMENT
(hereinafter referred to as the "Agreement")**



1 **TO:** _____ **ADDRESS:** _____

2 In consideration of the following agreements and of Broker's efforts to procure an acquiring party for the property (together
3 with its undivided interest in the common elements, and accumulated reserves, if a condominium), and improvements
4 described below, I/We, the undersigned Seller(s) (hereinafter referred to as "Seller") appoint you, the Broker (hereinafter
5 referred to as "Broker"), the exclusive right to sell (or, at Seller's direction, exchange, lease or grant an option to purchase) the
6 property at a purchase price (or other applicable consideration) of \$ _____ (which may be changed from
7 time to time) from the date of this Agreement until 11:59 P.M. on _____, _____, at which time the Agreement
8 shall automatically terminate. From the date of your acceptance of any offer to purchase the property, unless such offer to
9 purchase is subject to the continual marketing of the property, Broker shall have no further obligation to market, advertise for
10 sale or show your property. However, the Agreement may be cancelled on or after _____ (date) by thirty (30)
11 days advance written notice of either party to the other provided that Broker has not yet procured an acquiring party for the
12 property.

13 **FIXTURES AND PERSONAL PROPERTY.** Seller agrees to transfer to Purchaser by a Bill of Sale, all heating, electrical,
14 and plumbing systems together with the following: (*check or enumerate applicable items*):

- | | | | |
|--|--|--|--|
| 15 <input type="checkbox"/> T.V. Antenna | <input type="checkbox"/> Washer | <input type="checkbox"/> Central air conditioner | <input type="checkbox"/> Electronic garage door(s) |
| 16 <input type="checkbox"/> Refrigerator | <input type="checkbox"/> Dryer | <input type="checkbox"/> Window air conditioner | with <input type="checkbox"/> remote unit(s) |
| 17 <input type="checkbox"/> Oven/Range | <input type="checkbox"/> Sump pump | <input type="checkbox"/> Electronic air filter | <input type="checkbox"/> Ceiling fan |
| 18 <input type="checkbox"/> Central humidifier | <input type="checkbox"/> Fireplace gas log | <input type="checkbox"/> Fireplace screen and equipment | <input type="checkbox"/> Existing storms & screens |
| 19 <input type="checkbox"/> Microwave | <input type="checkbox"/> Firewood | <input type="checkbox"/> Water softener (if not rental) | <input type="checkbox"/> All planted vegetation |
| 20 <input type="checkbox"/> Dishwasher | <input type="checkbox"/> Outdoor Shed | <input type="checkbox"/> Wall to wall carpeting, if any | <input type="checkbox"/> Attached book cases and |
| 21 <input type="checkbox"/> Garbage disposal | <input type="checkbox"/> Radiator covers | <input type="checkbox"/> Built-in or attached shelving | cabinets |
| 22 <input type="checkbox"/> Trash compactor | <input type="checkbox"/> Smoke and carbon monoxide detectors | <input type="checkbox"/> Security system (if not leased) | |
| 23 <input type="checkbox"/> Window shades, attached shutters, draperies & curtains, hardware & other window treatments | | | |
| 24 <input type="checkbox"/> Home warranty (attached hereto, as may or may not be assignable) | | | |

25 Other items included: _____

26 Items excluded: _____

27 Address: **ASKFORSAM.COM** _____ Unit # _____

28 City: _____ IL Zip Code _____

29 **POSSESSION.** Seller shall surrender possession and remove all debris and Seller's personal property not conveyed to
30 Purchaser no later than _____.

31 Broker(s) and Seller(s) hereby agree that _____, sales associate(s) affiliated with
32 Broker, is (are) being named as Seller's exclusive designated legal agent(s) under Seller's Exclusive Listing Agreement with
33 Broker. Seller(s) understands and agrees that the Seller's Designated Agent(s) (hereinafter sometimes referred to as
34 "Licensee") will be Seller's exclusive legal agent pursuant to the Exclusive Listing Agreement with Broker and Broker will be
35 free to enter into agreements with prospective buyers as legal agents of those buyers. Seller(s) also understands and agrees
36 that neither Broker nor other sales associates affiliated with Broker will be acting as legal agents of the Seller(s).

37 Broker, through one or more Licensees, must provide to Seller, at a minimum, the following services:

- 38 1. Accept delivery of and present to Seller offers and counteroffers to buy, sell, or lease Seller's property;
- 39 2. Assist Seller in developing, communicating, negotiating, and presenting offers, counteroffers, and notices that relate to
40 the offers and counteroffers until a lease or purchase agreement is signed and all contingencies are satisfied or waived;
41 and
- 42 3. Answer Seller's questions relating to the offers, counteroffers, notices, and contingencies.

43 **SELLER AGREES:**

44 To cooperate fully with Broker (and Seller's Designated Agent) and refer all inquiries to Broker (and Seller's Designated
45 Agent), to allow inspection of property and entry at convenient times by Broker and/or cooperating Brokers whether
46 alone or accompanied by Broker, for the purpose of showing it to prospective Purchasers, to conduct all negotiations
47 through Broker, to pay to Broker \$ _____ for Broker's advertising and marketing costs, to pay Broker a
48 commission or compensation in the amount of _____ in the event Broker produces a
49 Purchaser ready, willing and able to purchase the premises on the terms herein provided; or if the property is sold, gifted,
50 exchanged, optioned (and such option is exercised before or subsequent to the termination of this agreement), a joint

51 venture is contracted, or the property is exchanged through or as a result of Broker's service and efforts, or Seller's, or
52 any other person or persons during the period of this agreement; or if the property is sold, gifted, optioned, joint ventured,
53 or exchanged within one hundred eighty (180) days after termination of this agreement to any person to whom the
54 property was submitted during the term of this agreement, provided however, if the property is residential property of
55 four units or less and if a valid, bona fide, written listing agreement is entered into with another licensed real estate
56 broker during such period, no commission or compensation shall be due and owing pursuant to the terms of this
57 agreement. For property which is not residential property of four units or less, if the property is listed with another
58 broker during such period, Seller shall be liable for only one commission, the allocation thereof to be determined by the
59 brokers.

60 **DUAL REPRESENTATION:**

61 Broker and Licensee may undertake a dual representation (represent both the seller or landlord and the buyer or tenant)
62 to sell, exchange, lease, or grant an option to purchase your property or properties they may show you. The undersigned
63 acknowledge they were informed of the possibility of this type of representation. Before signing this document, please
64 read the following:

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

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

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

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

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

83 If either client is uncomfortable with this disclosure and dual representation, please let Licensee know. You are not
84 required to accept this section unless you want to allow the Licensee to proceed as a Dual Agent in this transaction.

85 Seller acknowledges having read the foregoing provisions regarding the issue of Agency and Representation as defined under
86 Illinois License Law. By checking "yes", initialing below, and signing this Agreement, you acknowledge that you have read
87 and understand this language and voluntarily consent to the Licensee acting as a Dual Agent (that is, to represent **BOTH** the
88 Seller or landlord and the Buyer or tenant) should that become necessary. ___ Yes ___ No (*check one*) _____ (*initials*)

89 In the event the property is leased during the term of this agreement, Seller agrees to pay Broker a rental commission of
90 _____ plus expenses. In the event the property is purchased by the lessee, or an option to purchase is granted to
91 lessee which is then exercised by lessee, then in addition to a rental commission, the sales commission or compensation shall
92 be paid to Broker as set forth above.

93 **ADDITIONAL TERMS OR INFORMATION.** Seller hereby represents the following information to be true and correct:

- 94 a) Real Estate tax for _____ is \$ _____. Homeowner's Exemption: ___ Yes / ___ No
95 Senior Citizen's Exemption: ___ Yes / ___ No
- 96 b) Current monthly assessment \$ _____ includes _____.
- 97 c) Percentage of interest in common elements is _____ %. Waiver of Right of First Refusal necessary ___ Yes / ___ No.
- 98 d) Seller is ___ is not ___ (*check one*) aware of a proposed special assessment. Seller shall keep listing Broker informed of all
99 Board of Directors/Managers actions. Seller shall keep Broker informed of all changes to the above.
- 100 e) If applicable, the amount of special assessment is \$ _____ with a remaining balance due of \$ _____.
- 101 f) The lot size is approximately _____. If condo, approximate square feet _____.
- 102 g) Heating Cost Information: \$ _____/Month _____/Year.

103 h) Additional Information: If this property is new construction, the following information is required:

104		R Factor	Thickness	Type
105	Exterior Walls	_____	_____	_____
106	Interior Walls	_____	_____	_____
107	Ceiling	_____	_____	_____

108 i) If income or commercial property, Seller shall provide Broker with accurate copies of all leases, income and expense
109 statements, a rent roll, existing environmental reports and relevant information necessary to market the property within
110 fourteen (14) days after the date of the Agreement.

111 j) For residential properties located within the City of Chicago, local ordinances require that all properties must have
112 smoke and carbon monoxide detectors present and in working condition. Seller agrees to comply with such ordinances.
113 In addition, Seller must provide Broker with a Zoning Certificate (if applicable) and lead paint disclosure form completed
114 within five (5) days after the date of the Agreement.

115 **THIS AGREEMENT IS SUBJECT OT THE PROVISIONS APPEARING ON PAGES THREE AND FOUR HEREOF.**

116 **DATED:** _____

117 **SELLER:** _____ **ADDRESS:** _____
118 *Type or Print Name (City) (State) (Zip Code)*

119 Telephone: Home _____ Work _____ Facsimile _____ E-mail _____

120 **SELLER:** _____ **ADDRESS:** _____
122 *Type or Print Name (City) (State) (Zip Code)*

121 Telephone: Home _____ Work _____ Facsimile _____ E-mail _____

123 **SELLER:** _____ **SELLER:** _____
124 *Signature of Seller Signature of Seller*

125 SSN of SELLER _____ SSN of SELLER _____

126 SELLER'S ATTORNEY _____ BROKER _____

127 OFFICE IDENTIFICATION NUMBER _____ AGENT IDENTIFICATION NUMBER _____

128 **PROVISIONS:**

129 1. Broker's sole duty is to use Broker's best efforts to effect a sale, exchange, lease, or option of the property, and Broker is not charged with the
130 custody of the property, its management, maintenance, upkeep or repair.

131 2. The parties agree that any dispute, controversy, or claim arising out of or relating to this exclusive listing agreement, or any breach thereof by
132 either party, shall be resolved by arbitration in accordance with the Code of Ethics and Arbitration Manual of the National Association of REALTORS,
133 as amended from time to time, through the facility of the Chicago Association of REALTORS. The parties agree to be bound by any award rendered by
134 any professional standards arbitration hearing panel of the Chicago Association of REALTORS and further agree that judgment upon any award
135 rendered by a professional standards arbitration hearing panel of the Chicago Association of REALTORS may be entered in any court having
136 jurisdiction thereof. The parties agree to execute any arbitration agreements and documents as may be required by the Chicago Association of
137 REALTORS to facilitate any arbitration.

138 3. Seller shall comply with the Real Estate Settlement Procedures Act of 1974, if applicable, and furnish all information required for compliance
139 therewith, and, if applicable, Seller agrees to comply with the Residential Real Property Disclosure Act.

140 4. If the property is other than a condominium or a cooperative, then prior to closing, Seller shall furnish a survey by a licensed land surveyor dated
141 not more than six (6) months prior to date of closing of Real Estate Sale Contract showing the present location of all improvements. If Purchaser or
142 Purchaser's mortgagee desires a more recent or extensive survey, same shall be obtained at Purchaser's expense. If the property is a condominium,
143 then no later than 15 days from the date hereof Seller shall furnish to Broker a complete set of condominium documents, to include declaration, bylaws,
144 and if available, a survey. If the property is a cooperative, then, no later than 15 days from the date hereof Seller shall furnish to broker a complete set
145 of cooperative documents, to include the proprietary lease or trust agreement, the bylaws, and if available, a survey.

146 In the event the property is a townhouse or condominium and dependent upon the condominium association's governing documents, either upon
147 execution of this multiple listing agreement or upon acceptance of an offer to Purchaser by Seller, Seller shall promptly notify the appropriate
148 representative of the condominium association or any affiliated organization of the contemplated transaction. Seller shall furnish Purchaser a
149 statement from an authorized officer or agent of the condominium association certifying payment of assessments for condominium common expenses,
150 and if applicable, proof of waiver or termination of any right of refusal or general option contained in the declaration of condominium together with any
151 other documents required by the declaration of condominium or its bylaws as a precondition to the transfer of ownership. At time of closing Seller shall
152 deliver to the Purchaser all appropriate documents properly endorsed and a survey or plat of the condominium unit showing the location of all
153 improvements of such unit and further showing any parking spaces or garages that will be conveyed. Seller shall comply with all of the conditions and
154 stipulations of the Illinois Condominium Property Act, as amended, as may be applicable.

155 5. Seller shall furnish an owner's title insurance policy in the amount of the purchase price showing good and merchantable title, and execute and
156 deliver, or cause to be executed and delivered to Purchaser a proper instrument of conveyance.

157 6. Seller hereby indemnifies and hold Broker and Broker's agents harmless, from any and all claims, disputes, litigation, judgments, costs and legal
158 fees from the defense of same, including reasonable attorneys fees and costs, arising from the misrepresentations by the Seller or other incorrect
159 information supplied by the Seller to Broker or any third party.

160 7. Where applicable, the singular form shall include the plural, and the masculine form shall include the feminine and neuter.

161 8. This agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the parties hereto.

162 9. Seller warrants his authority to execute this agreement and to deal with and on behalf of the said property as herein provided.

163 10. If a dispute arises between Seller and Purchaser as to whether a default had occurred, Broker shall hold the earnest money and pay it out as
164 agreed in writing by Seller and Purchaser or as directed by a court of competent jurisdiction. In the event of such dispute Seller agrees that Broker may
165 deposit the funds with the Clerk of the Circuit Court by the filing of an action in the nature of an Interpleader. The Seller agrees that Broker may be
166 reimbursed from the earnest money for all costs, including reasonable attorneys' fees and court costs, related to the filing of the Interpleader and
167 hereby agrees to Indemnify and hold Broker harmless from any and all claims and demands, including the payment of reasonable attorney's fees, costs
168 and expenses arising out of such default claims and demands. If Seller defaults, earnest money, at option of Purchaser, and upon written direction by
169 Seller and Purchaser or as directed by a Court of competent jurisdiction, shall be refunded to Purchaser, but such refunding shall not release Seller
170 from the obligation of this agreement. Notwithstanding anything herein to the contrary, disbursement of earnest money shall be in accordance with
171 the Real Estate License Act, as amended.

172 11. Seller understands and agrees that Broker may from time to time represent or assist other sellers who may be interested in selling property to
173 buyers with whom Broker has a buyer agency contract or with whom Broker is working as a customer. The Seller consents to Broker's representation of
174 such other sellers before, during and after the expiration of this Exclusive Listing Agreement and expressly waives any claims, including, but not
175 limited to, breach of fiduciary duty or breach of contract, based solely upon Broker's representation or assistance of other sellers who may be interested
176 in selling property to buyers with whom Broker has a buyer agency contract or with whom Broker is working as a customer.

177 12. Broker is hereby authorized to promote and advertise said property, including the display of signs, as Broker deems appropriate, to place the
178 property in any multiple listing service in which Broker participates, to promote property on any Internet homepage and/or any other advertising
179 medium to which Broker may subscribe and to release information as to the amount of the selling price, type of financing, and number of days to sell
180 this property to any multiple listing service in which Broker participates at the time a contract is executed. Broker is authorized to share Broker's
181 compensation or commission with all cooperating Brokers regardless of any cooperating Broker's agency relationship to Seller, Broker or the Buyer.

182 13. In the event this Agreement is cancelled by Seller pursuant to its right to do so as previously described within this Agreement, unless mutually
183 agreed to in writing by Broker and Seller, Seller shall pay to Broker, upon written demand by Broker within four (4) business days of written demand,
184 reimbursement of Broker's out-of-pocket expenses, including but not limited to: marketing, advertising, office expenses, Multiple Listing Service (MLS)
185 fees, printing, attorneys' fees and court costs. The amount of Broker's out-of-pocket expenses shall be determined solely by Broker. In cases of the
186 Seller's breach of this Agreement, Seller shall pay to Broker the commission or compensation previously described within this Agreement payable on
187 the full price previously listed within this Agreement to compensate Broker for his or her time, expenses and services involved in marketing the
188 property.

189 No amendment or alteration with respect to the amount of commission or time of payment of commission shall be valid or binding unless made in
190 writing and signed by the parties hereto.

191 Broker's commission is to be paid at time of execution and delivery of deed, option, lease, joint venture agreement, or installment agreement for
192 deed, whichever occurs sooner, and Broker is authorized to deduct the commission and expenses from the earnest money deposit at such time.

193 **BROKER IS AUTHORIZED TO ACCEPT AN EARNEST MONEY DEPOSIT FROM PURCHASER. IF PURCHASER DEFAULTS AND**
194 **SELLER DECLARES A FORFEITURE OF THE EARNEST MONEY, THE EARNEST MONEY SHALL BE APPLIED FIRST TO PAYMENT**
195 **OF BROKER'S COMMISSION AND ANY EXPENSES INCURRED, AND THE BALANCE PAID TO SELLER, EXCEPT AS OTHERWISE**
196 **STATED IN PARAGRAPH 10 OF THE PROVISIONS OF THIS AGREEMENT.**

197 14. IT IS ILLEGAL FOR EITHER THE SELLER OR THE BROKER TO REFUSE TO DISPLAY OR TO SELL TO ANY PERSON BECAUSE OF
198 ONE'S MEMBERSHIP IN A PROTECTED CLASS, E.G.: RACE, COLOR, RELIGION, NATIONAL ORIGIN, SEX, ANCESTRY, AGE, MARITAL
199 STATUS, PHYSICAL OR MENTAL HANDICAP, FAMILIAL STATUS, OR ANY OTHER CLASS PROTECTED BY ARTICLE 3 OF THE ILLINOIS
200 HUMAN RIGHTS ACT. SELLER AND BROKER ACKNOWLEDGE THAT THEY SHALL ALSO BE BOUND BY THE PROVISIONS OF STATE AND
201 LOCAL (CITY AND/OR COUNTY) HUMAN RIGHTS OR FAIR HOUSING ORDINANCES IF ANY AND AGREE TO COMPLY WITH SAME.

202 15. Seller hereby authorizes Broker and its agent to place an electronic or combination lock box on the above property in accordance with the terms
203 and conditions previously described within this Agreement for the purpose of keeping a key to the property for access by cooperating real estate agents.
204 Seller shall hold Broker, its agents, and any Multiple Listing Service of which Broker is a participant harmless from any and all liability, claims,
205 judgments, obligations, or demands against Broker and/or agent as a result of Seller's authorization to use a "Lock Box," including, but not limited to,
206 any and all liabilities and costs, including reasonable attorney fees incurred by Broker and/or agents as a result of this authorization, except for
207 criminal or gross negligence on the part of the Broker and/or agents. Seller has been advised by the Listing Broker on the safeguarding or removal of
208 valuables now located within said premises and the need to obtain personal property insurance through the Seller's insurance company. If the property
209 is leased, Seller acknowledges that he has in fact notified and advised the tenant/occupant of the foregoing and that the tenant/occupant agrees to the
210 foregoing terms and provisions.

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