

1. In consideration of the service to be performed by _____ (“Broker”), and the brokerage commission to be paid by _____ (“Landlord” or “Lessor” or “Landlord/Seller” as the context may require), the parties agree that Broker shall have the exclusive right to market and lease Landlord’s real estate upon the following terms and conditions:

Real Estate Address: _____ City: _____
State: _____ Zip Code: _____ PIN: _____ (hereinafter the “Property”).
Lease Price: \$ _____ Marketing Term: From: _____ through 11:59 p.m. _____

2. **COMMISSION:** If during the term of this Exclusive Right to Lease Contract (hereafter “Contract”), Broker obtains an offer to lease the Property from a ready, willing and able Tenant [Tenant and Lessee shall be deemed to have the same meaning and refer to the same person(s)] at the lease price, Landlord shall be obligated to pay Broker a leasing commission of _____ upon the execution of the lease by the Landlord and Tenant, or if the property is leased directly or indirectly during the period of this Contract, or within _____ months after termination of this Contract, the “Protection Period”) to a Tenant to whom it was offered during the term thereof. However, Landlord shall not be obligated to pay such a leasing commission if a valid, written marketing agreement is entered into during the term of said Protection Period with another licensed Real Estate Broker.

3. **BROKER COOPERATION:** Broker agrees to cooperate with other licensed Real Estate Brokers representing Tenants who lease the subject property in accordance with this Contract. Broker shall compensate said cooperating broker by sharing the commission listed above as follows: Listing Broker _____ Cooperating Broker _____.

4. **MULTIPLE OFFERS:** Broker IS _____, IS NOT _____ authorized to disclose the existence of a competing offer to a potential Tenant or their agent in the event of multiple offers.

5. **FUTURE SALE:** The parties further agree that in the event Landlord and any Tenant procured by Broker, or anyone else to whom the Property was presented during the term of this contract, execute a contract for the purchase and sale of said property, a contract for deed agreement, or a rent/option to purchase agreement during the lease term or within _____ months after the lease term or any extension thereto, Broker shall have earned a selling commission upon execution of said purchase and sale agreement. The commission shall be _____% of the sale price. From such compensation the listing office is authorized to offer a compensation and payment of _____% of sale price to any Cooperating Broker upon the successful closing of the transaction. Except as otherwise provided in succeeding Section 6, the commission provided for in this paragraph shall be payable as follows: in the case of a purchase agreement or rent/option to purchase agreement, at closing; and in the case of contract for deed, upon the execution of such an agreement. However, this provision shall not apply if Landlord/Seller has entered into a valid, written listing agreement with another licensed Real Estate Broker during the protection period.

6. **DEFAULT:** Should Landlord/Seller default on any Contract for the lease, sale, exchange or option of the Property any commission owed under this Contract shall become payable immediately.

7. **EXCLUSIVE BROKERAGE AGREEMENTS:** Broker, through one or more sponsored Licensees, will provide, at a minimum, the following services: (1) Accept delivery of and present to the client offers and counteroffers 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, counteroffers, 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, counteroffers, notices and contingencies.

8. **MARKETING AUTHORIZATION:** Broker is authorized to advertise, promote and market the Property which shall include, but not be limited to, in Broker’s sole discretion, the display of signs, placement of the Property in any Multiple Listing Service in which Broker is a Participant and promotion of the Property through any electronic medium and/or on any Internet Homepage to which the Broker may subscribe. Broker 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 Buyer’s or Tenant’s agent 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 Broker that a Landlord allow use of a keybox. Landlord acknowledges and shall advise any occupant(s) of the property that neither Listing nor Selling Broker, the McHenry County Association of REALTORS®, nor any Multiple Listing Service is an insurer against the loss of Landlord’s personal property or of the personal property of any occupant of the Property. Landlord is advised to safeguard or remove valuables now located on said Property. Landlord is further advised to verify the existence of said valuables and obtain personal property insurance through Landlord’s insurance agent. Landlord agrees to advise any current occupant of the Property that the Property is being marketed and to advise the occupant to safeguard or remove valuables now located on said Property and to verify the existence of said valuables and obtain personal property insurance through occupant’s insurance agent. Further, Landlord hereby grants Broker and Broker shall have the right, and Landlord acknowledges that Broker may have an obligation under applicable Multiple Listing Service rules and regulations as a condition of placing Landlord’s Property in such Multiple Listing Service, to release information as to the amount of leasing or selling price, type of financing, if any, and number of days to lease or sell the Property to any Multiple Listing Service of which Broker is a member at the time the Property is leased or sold and closed.

Landlord Initial _____ Landlord Initial _____ Tenant Initial _____ Tenant Initial _____

Address _____

may have learned material information about the Tenant that is considered confidential. Under the law, neither Broker nor Designated Agent may disclose any such confidential information to Landlord even though the Broker and/or Designated Agent now represents the Landlord.

12. **BROKER AFFILIATES:** Landlord understands and agrees that other Sales Associates affiliated with Broker, may represent the actual or prospective Tenant of Landlord's Property. Further, Landlord understands and agrees that if the Property is leased through the efforts of a Sales Associate affiliated with Broker who represents the Tenant, the other Sales Associate affiliated with Broker will be acting as a Tenant's Designated Agent.

13. **CONSENT TO REPRESENT OTHER LANDLORDS:** Landlord understands and agrees that Broker and Landlord's Designated Agent may from time to time represent other Landlords who may be interested in leasing their Property to Tenants. The Landlord consents to Broker's and Landlord's Designated Agent's representation of such other Landlords before, during and after the expiration of this Exclusive Right to Lease Agreement and expressly waives any claims including, but not limited to, breach of duty or breach of contract based solely upon Broker's or Landlord's Designated Agent's representation or assistance of other landlords who may be interested in leasing their Property to Tenants.

14. **FIXTURES AND PERSONAL PROPERTY:** Included in the lease are all fixtures, all heating, electrical, plumbing and well systems together with the following items of personal property, all of which the Landlord shall be entitled to use, subject to all terms and provisions of the lease: [Check or enumerate applicable items]

- | | | | |
|---|---|---|---|
| <input type="checkbox"/> Refrigerator | <input type="checkbox"/> All Tacked Down Carpeting | <input type="checkbox"/> Fireplace Screens/Door(s)/Grate(s) | <input type="checkbox"/> Central Air Conditioning |
| <input type="checkbox"/> Oven/Range/Stove | <input type="checkbox"/> All Window Treatments and 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(s) (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) with all Transmitter(s) | <input type="checkbox"/> Attached Gas Grill |
| <input type="checkbox"/> Dryer | <input type="checkbox"/> Planted Vegetation | <input type="checkbox"/> Invisible Fence System, Collar(s) and Box | <input type="checkbox"/> Light Fixtures, as they exist |
| <input type="checkbox"/> Satellite Dish | <input type="checkbox"/> Outdoor Playsets | | |

Other items included: _____

Items not included: _____

15. **LANDLORD'S ACKNOWLEDGEMENT:** Landlord agrees to comply with all applicable federal and state laws with respect to the lease of the Property, including but not limited to, Lead Paint Disclosure requirements, the Illinois Smoke Detector Act, the Illinois Carbon Monoxide Alarm Detector Act, and any other applicable laws or regulations imposed by any governmental authority or Condominium or Property Owners' Association.

16. **DISCLOSURE:** All inquiries about this Property made directly to Landlord shall be immediately referred to Broker and/or Landlord's Designated Agent with names and addresses. Landlord understands that the information which Landlord provides to Landlord's Designated Agent as marketing information will be used to advertise Landlord's Property to the public, and it is essential that this information is accurate. THE BROKER IS HEREBY AUTHORIZED TO SUBMIT ALL INFORMATION REQUIRED BY THE RULES OF THE MULTIPLE LISTING SERVICE(S) OF WHICH THE BROKER IS A MEMBER. LANDLORD UNDERSTANDS THAT LANDLORD HAS THE OBLIGATION TO PROVIDE ACCURATE, TRUTHFUL INFORMATION AND HEREBY PROMISES TO FULFILL THIS OBLIGATION. Although Landlord is marketing Landlord's Property in its present physical condition Landlord understands that Landlord may be held responsible by a Tenant for any latent or hidden, undisclosed defects in the Property which are known to Landlord but which are not disclosed to Tenant. Landlord shall indemnify, save, defend and hold Broker, Broker's Sales Associates, and Landlord's Designated Agents 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 Landlord, any incorrect information supplied by the Landlord or from any material fact concerning the Property including latent defects which the Landlord fails to disclose. Further, Landlord shall indemnify, save, defend and hold Broker, Broker's Sales Associates, and Landlord's Designated Agent(s) harmless from any claim, loss, damage or injury to any person or Property while viewing the Property arising from the condition of Landlord's Property.

17. **BROKER LIMITATIONS:** The Broker's sole duty is to effect a lease of the Property. The Broker, Landlord's Designated Agent(s), members of the Multiple Listing Service(s) to which the Broker belongs, and the McHenry County Association of REALTORS® are not charged with the custody of the Property, its management, maintenance, upkeep or repair. Illinois law allows Brokers to prepare the lease agreement using approved preprinted forms, but no other legal documents required to close the lease. Therefore, the Landlord agrees to furnish, or have Landlord's attorney furnish all other legal documents necessary to close the lease if the forms approved by the McHenry County Association of REALTORS® are unacceptable to the Landlord.

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

19. **PLURALS:** If more than one Tenant or more than one Landlord is involved, the pronouns and grammatical structure shall be understood to conform.

20. **BINDING EFFECT:** This Contract shall be binding upon and inure to the benefit of the heirs, administrators, successors, and assigns of the parties hereto.

21. **PROPERTY OWNER'S/CONDOMINIUM ASSOCIATION:** Landlord warrants and represents that the property _____ IS _____ IS NOT subject to a Homeowners'/Condominium Association assessment and/or Covenants, Conditions and

Landlord Initial _____ Landlord Initial _____ Tenant Initial _____ Tenant Initial _____

Address _____

Restrictions and/or Rules and Regulations. Landlord agrees to provide Broker with all Association documents, and managing agent contact information.

22. **EARNEST MONEY:** Earnest money, if any, shall be held by the Listing Broker, in Trust for the mutual benefit of the Parties in a manner consistent with Illinois state law. Written release and direction to the listing Broker with signatures of the Tenant and Landlord, or their respective Attorneys, are necessary for the release of earnest money.

23. **SIGNATURES:** Facsimile and/or Authenticated Electronic Signatures shall be sufficient for the purposes of executing, finalizing, and amending this Contract and shall be deemed original signatures for all purposes. This Contract may be executed in multiple copies, each of which shall be deemed an original.

24. **ARBITRATION:** Any controversy or claim arising out of, or relating to this Contract, or the breach thereof shall be submitted to binding arbitration in accordance with rules, then pertaining, of the American Arbitration Association, Chicago, Illinois. The Parties to this Contract are waiving the right to appeal the decision of the Arbitrator to a court of law, their right to file a lawsuit, and their right to a trial by judge or jury.

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

26. **ENTIRE AGREEMENT:** This Contract constitutes the complete understanding and entire agreement between the parties relating to the subject hereof; any prior negotiations or agreements pertaining hereto, oral or written, have been merged herein. This Contract may not be terminated or amended prior to its termination date without the express written consent of Broker.

27. **FAIR HOUSING:** THE PARTIES UNDERSTAND AND AGREE THAT IT IS ILLEGAL FOR EITHER OF THE PARTIES (LESSOR OR BROKER) TO REFUSE TO DISPLAY OR LEASE LESSOR'S REAL ESTATE TO ANY PERSON BECAUSE OF ONE'S MEMBERSHIP IN A PROTECTED CLASS, e.g.: RACE, COLOR, RELIGION, NATIONAL ORIGIN, SEX, ANCESTRY, AGE, MARITAL STATUS, PHYSICAL OR MENTAL HANDICAP, FAMILIAL STATUS, UNFAVORABLE MILITARY DISCHARGE, OR ANY OTHER CLASS PROTECTED BY ARTICLE 3 OF THE ILLINOIS HUMAN RIGHTS ACT, OR ANY OTHER APPLICABLE FEDERAL AND/OR LOCAL FAIR HOUSING LAWS.

28. **AUTHORITY:** Landlord warrants that Landlord has authority to execute this Contract and to deal with and on behalf of said Property. Landlord hereby acknowledges receipt of a signed copy of this Contract and all attachments. The attachments include, if applicable, Lead Paint Disclosure – Housing Lease and the following: (LIST ANY OTHER ATTACHMENTS): _____

Landlord warrants that he/she has completed Lead Paint Disclosure on his/her own based on his/her knowledge with no response or answer being supplied by Broker or Designated Agent.

29. **COMMUNICATION:** The undersigned Landlord agrees that Broker and any authorized representative, employee or agent of Broker, or Landlord's Designated Agent(s) are hereby given express consent to contact the undersigned by telephone, facsimile transmission or electronic conveyance (including e-mail) at the following locations, addresses and/or telephone numbers.

_____, Broker	Landlord/Lessor: _____
By: _____ (Broker/Owner Signature)	Landlord/Lessor: _____
Date: _____	Address: _____
_____ (Landlord/Lessor's Designated Agent)	_____
Date: _____	(Landlord/Lessor's E-Mail Address)
Phone: _____	Phone(s): _____
FAX: _____	FAX: _____
Office: _____	Date: _____

**FOR USE WHEN OFFICE POLICY ALLOWS FOR DESIGNATED AGENCY.
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Landlord Initial _____ Landlord Initial _____ Tenant Initial _____ Tenant Initial _____

Address _____