

**Professional Services, Exclusive Agency, Flat Fee MLS Listing Agreement**

1. This Agreement is dated \_\_\_\_\_ between 4 Sale Realty Advantage, Inc. (hereafter "Company") and Property Owner \_\_\_\_\_, (hereafter "Seller") and cannot be altered.
2. Seller desires to list the following property (hereafter "Property") for sale in the MLS:  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ County \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Property Tax Index Number (PIN): \_\_\_\_\_ Second PIN: \_\_\_\_\_
3. \$ \_\_\_\_\_ shall be the listing price of the property and all improvements that are offered for sale. Seller is solely responsible for determining the appropriate listing price. Seller reserves right to amend the listing price. Any changes to listing price shall be submitted in writing to Company by Seller (fax or email). Once Company has received the authorization to change list price it shall be submitted to the MLS.
4. Personal Property. Seller will provide Company all personal property included in the sale. (*See attached MLS data sheet*)
5. Agreement Term. This professional service Agreement shall start on \_\_\_\_\_ and shall expire on \_\_\_\_\_. (*Note: An expiration period of 6 months shall be entered unless otherwise specifically noted. A specific date must be entered. It cannot be open-ended or "until sold"*)
6. Services Provided. In consideration of payment received for this professional service Agreement, Company agrees to:
  - A. List the Property on the Multiple Listing Services (MLS – Locally known as MRED) and provide a copy of the listing sheet to the Seller for review.
  - B. Authorize the MLS to distribute Sellers listing to Zillow.com, Trulia.com, Realtor.com, and wherever else possible through Company's separate syndication Agreements.
  - C. Provide Seller with commonly used disclosures and contracts for use in connection with the sale of the Property.
7. Termination. There is no termination fee in the event the seller decides to withdraw their property from the market by giving written notice (email or fax) to the Company at any time provided there is not then a contract pending on the Property involving a buyer who was procured by a participating REALTOR®. Seller may not terminate this Agreement while the property is under contract. If this Agreement expires while the property is under contract Sellers obligation to pay the Buyers' Agent Commission as set forth below shall survive termination and continue until the closing when the said Buyers' Agent Commission is payable. Seller must pay said Buyers' Agent Commission if within thirty days after listing expiration date or termination the Seller enters into a contract to transfer the property to any buyer who was shown the property by a cooperating agent during the term of the listing contract.
8. Payments. Seller's paid a professional listing fee. Fee was earned, due, and paid in full upon execution of this Agreement.
9. Commission.
  - A. Should a participating REALTOR®, including Company, procure a buyer who is ready, willing and able to purchase the Property at the listed price or at another price acceptable to the Seller, Seller agrees to pay at closing a selling agent commission (hereafter "Buyers' Agent Commission")
  - B. Commission amount shall be either \$ \_\_\_\_\_ OR \_\_\_\_\_ % based upon the agreed sales price of the property.
  - C. If no percentage or dollar amount is entered, the default commission shall be \$1.00. (*Note: A specific amount must be entered and cannot be zero or "negotiable"*.)
  - D. No amendment or alteration to the terms, with respect to the amount of commission or with respect to the time of payment of commission, shall be valid or binding unless made in writing and signed by the parties. Under this Agreement, the Seller can sell his/her property himself/herself to any Buyer not procured by a participating REALTOR®, in which case no Buyers Agent Commission is due or payable.
10. Procuring Cause. If a REALTOR® successfully shows procuring cause, Seller shall be bound to immediately pay Company the full Buyers' Agent Commission as listed above either at the later of closing or within 24 hours of notice. (*e.g. Buyer's broker showed the property to the Buyer and Seller devises a plan to avoid paying the Broker commission.*) Seller assumes all liability for any procuring cause claims or lawsuits. Liability may include, but is not limited to, paying the commission, court fees, attorney fees, or other remedies the court finds equitable.
11. Dual Agency. Company agents and brokers do not practice dual agency.
12. Property Condition. Seller agrees that the responsibility for the care and custody of Property shall not be Company's and Company shall not be liable to Seller for any damage that may occur to Property. Seller shall make arrangements for any and all showings of Property by appointment only with Buyers or to provide a lockbox – at Sellers expense – to make the Property available at Sellers sole discretion. The Company shall be held harmless for any and all liability, claim, judgment, obligations or demands, including reasonable attorney fees, arising as a result of the Sellers use of a lock box, or the actions of potential customers or Buyer Agents.
13. No Guarantee. Seller understands that this Agreement does not guarantee the sale of the Property.
14. Contract Acceptance. Seller agrees to notify Company within 24 hours of the date when a contract is executed and becomes a pending sale and also when the Property closes. The failure to do so may result in a fine to the Company, which shall be charged to the Seller. An executed contract (or "accepted contract") is when both the Buyer and Seller have signed a negotiated contract for the sale and purchase of the Property. The Company needs to be notified at the time of signing. If Seller waits until after the attorney review period and after the inspection period, it may be too late, the fine may have already been assessed, and Seller shall be responsible for any and all fines. Seller must also provide the

Company with a copy of the executed contract along with all addenda and amendments (if any); and, written verification by the escrow agent that all required earnest money deposits have been paid. (Fax or emails are equally acceptable for any communications). Name and phone number of the settlement agent or Sellers' attorney shall also be provided to Company at least 72 hours prior to closing as well as copy of the HUD-1 RESPA statement at the time of closing. Company must to be notified regardless of whether the Buyer is represented by a REALTOR® or not.

15. **Earnest Money.** Company does not hold earnest money. Earnest Money must be deposited in to a Trust Account and cannot be held in a personal or business checking account.
16. **Non-Discrimination.** The Parties understand and agree that it is illegal for either of the parties to refuse to show or sell Property to any person on the basis of: Race, Color, Religion, National Origin, Sex, Ancestry, Age, Marital Status, Physical or Mental Handicap, Military Status, Sexual Orientation, Unfavorable Discharge from the Military Service, Family Status, Order or Protection Status 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.
17. **Marketable Title.** Seller warrants and represents that no later than at the time of closing; he/she shall be able to convey marketable (or "merchantable") title to the property. In the event the transaction fails to close, because Seller is unable to convey marketable title, then Company shall retain the full professional fee. Further, in the event the transaction fails to close because of failure or inability of Seller to bring the property up to local governmental code requirements, then Company shall retain the full professional fee.
18. **Latent Defects.** Seller acknowledges and represents that there are no latent defects or facts materially affecting the value or desirability of the Property, including but not limited to any violation of any local government code. Whether or not said facts are readily observable, the Seller is under a duty to disclose said facts to the Buyer and Company. Seller has fully reviewed this Agreement and warrants the accuracy of all information. Seller agrees to indemnify and to save and hold harmless the Company and those relying on information contained in this Agreement for and against damages resulting from any inaccuracy and/or the Seller's failure to disclose any information. Seller has not disclosed to Company any defects except as set forth herein. Seller agrees that where Seller knows of or becomes aware of facts materially affecting the value of the Property, seller is under a duty to disclose said facts both to the Buyer and Company. If Seller knows of or becomes aware of such facts, he/she shall set them forth in writing on the approved state disclosures. This duty shall continue through to date of closing. *(Note: Any state and property disclosures submitted to Company by Seller shall be considered attached to this document.)*
19. **Property Characteristics.** Seller agrees to state honestly the dimensions, characteristics, and condition of the property to the best of their knowledge. Company assumes no liability for inaccuracies, errors, or misstatements made by Seller. Company does not conduct any survey of Property to verify accuracy of any information provided by Seller and is not to be held responsible for the accuracy of the information. Seller has reviewed the information shown on this Agreement and the data input forms provided to Company and hereby acknowledges it to be true and correct.
20. **Assignment.** Company may assign the care and maintenance of this Agreement to any of its agents. The agent with whom you are working is considered to be your "designated agent."
21. **Illinois Minimum Service Law.** In accordance with Illinois law, Company offers to help in every aspect of the negotiation of the sale of the Property listed in this document. Company shall (a) receive any contracts, (b) answer any questions in regards to any offers or counter offers, and (c) communicate any offers or counter offers to the Buyers' agent on behalf of the Seller. This negotiation service is offered at no additional charge to the Seller; however, a minimum service law compliance fee of up to \$350.00 shall be deducted from the cooperating Brokers' commission, if any. The Illinois Minimum Service Law cannot be waived.
22. **Authority – Signatures.** The person signing this Agreement represents that he/she is authorized to enter into this Agreement. A signature transmitted by fax or email shall be deemed to have the same effect as an original signature.
23. **Attorney Fees.** In connection with any litigation arising out of this Contract, the prevailing party shall be entitled to recover all costs incurred including reasonable attorney's fees for services rendered in connection with such action.
24. **Misc.** The descriptive headings used are for convenience only. The pronouns used shall include either gender (or both), singular and plural. If any provision of this Agreement is found invalid or unenforceable, the remaining provisions shall remain in full force. No alterations to the Agreement are allowed. If any changes are made, those changes are not binding until initialed by all parties. Seller understands the Company is limited to performing the functions described herein.

***I have read the above Agreement, understand its terms, had the opportunity to consult with an attorney, and do hereby assent to the same voluntarily of my own free will. Signatures required of all who have a legal or equitable interest in the Property.***

**ACCEPTED by the Listing Company:**

**ACCEPTED by all Seller(s):**

\_\_\_\_\_  
Designated Agent Name

X \_\_\_\_\_  
Date

X \_\_\_\_\_  
Designated Agent Date


X \_\_\_\_\_  
**Seller's Contact Information** Date

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

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

X   
Daniel Nierman, Managing Broker Date

Email \_\_\_\_\_ Phone: \_\_\_\_\_

**Company Contact Information**

4 Sale Realty Advantage, Inc., 1365 Locust Ct, Grayslake, IL 60030, Ph:847.601.9359 / Fx:847.231.5945, Email: dan@dnierman.com

***Please return by Email or Fax to 847.231.5945***