



**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)

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

9 **1. Property:** This Agreement is between the above-mentioned Brokerage and Seller, in consideration of their acceptance of the
 10 terms hereof and, efforts of Brokerage's to advertise, market, promote, and sell the real estate commonly known as:

11 Address: _____
 12 Unit No: _____, City: _____,
 13 County: _____, State: _____, Zip Code: _____,
 14 Permanent Index No.: _____, hereinafter referred to as "Property."
 15 Condo, Coop, or Townhome Parking Space Included: (check type) deeded space; limited common element; assigned: Parking Space # _____

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

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

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

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

31 **5. Seller's Designated Agent:** Managing Broker designates and Seller accepts: _____
 32 ("Seller's Designated Agent"), a licensee affiliated with Managing Broker, as the only legal agent of Seller to market and sell
 33 Seller's Property. Managing Broker reserves the right to appoint additional designated agents for Seller when, in Managing
 34 Broker's discretion, it is necessary. If additional designated agents are appointed, Seller shall be informed in writing within a
 35 reasonable time of such appointment. Seller authorizes Seller's Designated Agent, from time to time, to allow another licensee,
 36 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
 37 the marketing of Seller's Property. Seller understands and agrees that this Agreement is a contract for Brokerage to market and sell
 38 Seller's Property and that Seller's Designated Agent is the only legal agent of Seller. Seller's Designated Agent will be primarily
 39 responsible for the direct marketing and sale of Seller's Property. The duties owed to Seller as referred in the Illinois Real Estate
 40 License Act of 2000, as amended, will only be owed to Seller by the Designated Agent. The Managing Broker and the Designated
 41 Agent will have only those duties to the Seller as are required by statute.

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

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

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

- 53 1. Treat all clients honestly.
- 54 2. Provide information about the Property to the buyer or tenant.
- 55 3. Disclose all latent material defects in the Property that are known to Licensee.

 Address: _____ *Managing Broker Initial* _____ *Seller Initial* _____ *Seller Initial*

- 56 4. Disclose financial qualification of the buyer or tenant to the Seller or landlord.
- 57 5. Explain real estate terms.
- 58 6. Help the buyer or tenant to arrange for Property inspections.
- 59 7. Explain closing costs and procedures.
- 60 8. Help the buyer compare financing alternatives.
- 61 9. Provide information about comparable properties that have sold so both clients may make educated decisions on what
- 62 price to accept or offer.

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

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

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

71 By checking "Yes" and initialing, Seller acknowledges that Seller has read and understands
 72 Yes No this section and voluntarily consents to the Licensee acting as a Dual Agent (that is, to
 73 (_____/_____) representing BOTH the Seller or landlord and the buyer or tenant) should that become
 74 (Seller(s) Initials) necessary.

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

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

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

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

94 **11. Brokerage Fee:** Except as provided hereafter, in consideration of the obligations of the Brokerage, the Seller agrees:
 95 (a) To pay Brokerage, at the time of closing of the sale of the property, or the initial closing of an installment contract for
 96 deed, and from the disbursement of the proceeds of said sale, compensation in the amount of, for Brokerage's services, \$
 97 _____ and/or _____% (to be distributed _____% plus \$ _____ of
 98 the sales price to the listing office and _____% minus \$ _____ of the sales price to the selling office) in
 99 effecting the sale by finding a Buyer ready, willing, and able to purchase the property. If the transaction shall not be
 100 closed because of refusal, failure, or inability of the Seller to perform, the Seller shall pay the sales commission in full to
 101 Brokerage upon demand. Should a sale be in pending or contingent status at the expiration of this Agreement, Seller shall
 102 pay Brokerage the full commission set forth upon closing of said sale.
 103 (b) To pay Brokerage the commission specified above if Brokerage procures a buyer, if the Property is sold within said
 104 time by Seller or any other person, or if the property is sold within _____ days from the expiration date
 105 herein to any prospect to whom the said listing information was submitted during the term of this exclusive agreement.
 106 However, Seller shall not be obligated to pay said commission if a valid, written listing agreement is entered into during
 107 the term of said protection period with another brokerage and the sale of the Property is made during the term of the
 108 subsequent listing agreement.

109 Special Compensation Information: _____

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

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

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

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

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

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

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

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

133 **14. Title Insurance and Survey:** Seller acknowledges that Seller has not added to nor disposed of any part of the Property, or
134 gained any easements in favor of or against the Property not disclosed in the Title Guaranty Policy except as stated herein. Prior to
135 closing, Seller agrees to furnish at Seller’s expense a title insurance commitment for an Owner’s Title Insurance Policy in the
136 amount of the sale price, showing good title in the owner’s name. After a sales contract has been signed, arrangements must be
137 made to secure title insurance and schedule the closing. Seller understands that Seller is not required to use any particular title
138 insurance company and that Seller or Seller’s attorney may select any qualified licensed company for Seller’s title insurance needs.
139 Not less than one (1) business day prior to closing, except where the subject property is a condominium, Seller may be required, at
140 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
141 registered land surveyor, showing any encroachments, measurements of all lot lines, all easements of record, building set-back
142 lines of record, fences, all building and other improvements on the real estate and distances therefrom to the nearest two lot lines.
143 In addition, the survey to be provided shall be a boundary survey conforming to the requirements of the Illinois Department of
144 Financial and Professional Regulation found at 68 Ill. Adm. Code, Sec. 170.56. The survey shall show all corners staked and
145 flagged or otherwise monumented. The survey shall have the following statement prominently appearing near the professional land
146 surveyor seal and signature: “This professional service conforms to the current Illinois minimum standards for a boundary survey.
147 A Mortgage Inspection, as defined, is not a boundary survey, and does not satisfy the necessary requirements.”

148 With regard to the issuance of title insurance:

149 (____/____) Seller authorizes Brokerage to order title insurance and related services on Seller’s behalf through
150 (Seller’s Initials) _____, an affiliate of Brokerage, for the estimated charges as
151 disclosed in the Federal and State Disclosure Statements provided Seller by Brokerage.

152 (____/____) Seller directs that _____ provide the title insurance and
153 (Seller’s Initials) related services as stated above.

154 (____/____) Seller or Seller’s attorney will make the necessary arrangements for title insurance and any related services.
155 (Seller’s Initials)

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

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

169 **Other items included:** _____

170 **Items NOT included:** _____

171 Unless otherwise agreed to in writing by Seller and Buyer, Seller shall warrant to Buyer that all fixtures, systems and personal
172 property included in this Agreement shall be in operating condition at possession, except: _____
173 _____. A system or item shall be deemed to be in operating
174 condition if it performs the function for which it is intended, regardless of age, and does not constitute a threat to health or safety.

Managing Broker Initial

Seller Initial _____ Seller Initial

Address: _____

236 (d) ASSOCIATION ASSESSMENTS/FEES: Seller acknowledges a current Condominium or Homeowners' Association
237 Assessment/Fee of \$ _____ per _____ which includes:
238 _____
239 _____

240 (e) ADDITIONAL ASSOCIATION ASSESSMENTS/FEES: Seller further acknowledges additional assessments/fees (such
241 as a Master Association Fee) of \$ _____ per _____ which includes:
242 _____
243 _____

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

245 (_____/_____) (a) The Earnest Money shall be held by the Brokerage, as Escrowee in trust for
246 Seller(s) Initials the mutual benefit of the Buyer and Seller (hereinafter "Parties") in a manner
247 consistent with Illinois State Law. Upon initial closing, or settlement, the Earnest
248 Money shall be applied first to the payment of any expenses incurred by the
249 Brokerage on Seller's behalf in the sale, and second to payment of the
250 Brokerage's sales commission, rendering the surplus, if any, to the Seller. If a
251 dispute arises between the Parties to a real estate transaction as to whether a
252 default has occurred, the Escrowee shall hold the Earnest Money and implement
253 the procedure for disbursement as agreed in writing by the Parties in the real
254 estate contract, or pay pursuant to subsequent joint written direction to
255 Escrowee, or as directed by a court of competent jurisdiction. Further, Seller
256 agrees that Escrowee may deposit the funds with the clerk of the Circuit Court
257 by an action in the nature of interpleader. Seller agrees Escrowee may be
258 reimbursed from the Earnest Money for all costs, including reasonable attorney's
259 fees, related to the filing of the interpleader and hereby agrees to indemnify and
260 hold Escrowee harmless from any and all claims and demands, including the
261 payment of reasonable attorney's fees, costs, and expenses arising out of such
262 default, claims, and demands. If Seller defaults, Earnest Money, at the option of
263 Buyer, shall be refunded to Buyer, but such refunding shall not release Seller
264 from the obligation of this Marketing Agreement. Transfer of escrow money to
265 the closing agent for the transaction may be made no sooner than two (2)
266 business days prior to the scheduled closing date.

267 (_____/_____) (b) Brokerage maintains a policy of not holding earnest money or any moneys in
268 Seller(s) Initials escrow for any reason. At the written direction of the Parties to a real estate
269 transaction, Earnest Money deposited by a Buyer in the transaction shall be held
270 in trust by an Escrowee selected by Parties. Escrowee shall be duly licensed and
271 authorized to hold money in escrow for the mutual benefit of the Parties in a
272 manner consistent with Illinois Law. In that event, the terms of a written
273 agreement between Escrowee and the Parties to the real estate transaction shall
274 control all issues regarding the holding and the disbursement of Earnest Money.
275 If Seller defaults, any refunding of the Earnest Money to Buyer at Buyer's
276 direction shall not release Seller from the obligation of this Marketing
277 Agreement.

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

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

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

287 **26. Disclaimer:** Seller acknowledges that Brokerage, Managing Broker and Seller's Designated Agent are acting solely as real
288 estate professionals, and not as attorney, tax advisor, surveyor, structural engineer, home inspector, environmental consultant,

289 architect, contractor, or other professional service provider. Seller understands that such other professional service providers are
290 available to render advice or services to the Seller, if desired, at Seller's expense.

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

293 **28. Lease of Property:** Although the purpose of this Agreement is to bring about a sale, option, or exchange of the Property,
294 Seller agrees to pay Brokerage a leasing commission of \$ _____ if the Property is leased within the marketing
295 period. If the tenant to whom the Property is leased later purchases the Property, Seller agrees to pay Brokerage a sales
296 commission of _____ on the full sale price. If the property is to be marketed for lease, a separate exclusive
297 listing agreement for lease will need to be agreed upon by the parties to this agreement.

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

301 **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
302 any one of the multiple-person party shall be sufficient notice to all. Notice shall be given in the following manner:

- 303 (a) By personal delivery of such notice; or
- 304 (b) By mailing of such notice to the addresses recited herein by regular mail and by certified mail, return receipt requested.
305 Except as otherwise provided herein, notice served by certified mail shall be effective on the date of mailing; or
- 306 (c) By sending facsimile transmission. Notice shall be effective as of date and time of facsimile transmission, provided that
307 the notice transmitted shall be sent on business days during business hours (8:00 A.M. to 6:00 P.M. Chicago Time). In
308 the event fax notice is transmitted during non-business hours, the effective date and time of notice is the first hour of the
309 first business day after transmission; or
- 310 (d) By sending e-mail transmission. Notice shall be effective as of date and time of e-mail transmission, provided that the
311 notice transmitted shall be sent on business days during business hours (8:00 A.M. to 6:00 P.M. Chicago Time), and
312 provided further that the **recipient provides written acknowledgment to the sender** of receipt of the transmission (by e-
313 mail, facsimile, or by regular mail). In the event e-mail notice is transmitted during non-business hours, the effective date
314 and time of notice is the first hour of the first business day after transmission; or
- 315 (e) By commercial overnight delivery (e.g., FedEx). Such Notice shall be effective on the next Business Day following
316 deposit with the overnight delivery company.

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

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

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

325 _____
326 MANAGING BROKER (print)

SELLER (Signature)

327 _____
328 MANAGING BROKER (Signature)

SELLER (Signature)

329 _____
330 DATE

CURRENT MAILING ADDRESS (Required)

331 _____
332 DESIGNATED AGENT (Signature)

333 _____
334 DATE

DATE

335 _____
336 OFFICE ADDRESS

337 _____

PHONE FAX

339 _____
340 DESIGNATED AGENT PHONE FAX

E-MAIL ADDRESS

341 _____
342 OFFICE PHONE

343 _____
344 E-MAIL ADDRESS

Managing Broker Initial

Seller Initial _____ Seller Initial

Address: _____