

**Mainstreet Organization of REALTORS®**  
**Standard Mobile Home Exclusive Marketing Agreement**

**BROKER** (Name and Address):

**SELLER\*** (Name and Address):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

YEAR	MAKE	SIZE	ADDITION SIZE
SERIAL # OF MOBILE HOME	MOBILE HOME PARK		
STREET ADDRESS: _____			
<i>(Include lot number, if applicable)</i>	CITY	STATE	

**2. Term and Conditions:** The term of this Agreement begins 12:01 A.M. Month: \_\_\_\_\_ Day: \_\_\_\_\_ Year: \_\_\_\_\_ and terminates 11:59 P.M. Month: \_\_\_\_\_ Day: \_\_\_\_\_ Year: \_\_\_\_\_ ("marketing period"). Seller gives to Broker the exclusive right to market, sell, option, or exchange the Property to qualified purchasers and to share the Property with participants in the Multiple Listing Service of Northern Illinois, Inc., and/or any other Multiple Listing Service in which Broker is a participant, in accordance with the applicable rules and regulations of that Multiple Listing Service.

(\_\_\_\_\_/\_\_\_\_\_) **THE PARTIES UNDERSTAND AND AGREE THAT IT IS ILLEGAL FOR EITHER OF THEM TO** *(Seller's Initials)* **REFUSE TO DISPLAY OR SELL SELLER'S PROPERTY TO ANY PERSON ON THE BASIS OF RACE, AGE, COLOR, RELIGION, SEX, ANCESTRY, MARITAL STATUS, PHYSICAL OR MENTAL HANDICAP, FAMILIAL STATUS, NATIONAL ORIGIN, 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.**

**3. Marketing Price:** The price shall be \$ \_\_\_\_\_ County Luxury Tax *(if applicable)* \_\_\_\_\_

**4. Possession:** \_\_\_\_\_ Monthly lot Rental Fee \$ \_\_\_\_\_ Park Entry Fee \$ \_\_\_\_\_

**5. Seller's Designated Agent:** Broker designates and Seller accepts \_\_\_\_\_ ("Seller's Designated Agent"), a sales associate affiliated with Broker, as the only legal agent of Seller to market and sell Seller's Property. Broker reserves the right to appoint additional designated agents for Seller when, in Broker's discretion, it is necessary. If additional designated agents are appointed, Seller shall be informed in writing within a reasonable time of such appointment. Seller authorizes Seller's Designated Agent, from time to time, to allow another sales associate, who is not an agent of the Seller, to sit an open house of Seller's Property or provide similar support to Designated Agent in the marketing of Seller's Property. Seller understands and agrees that this Agreement is a contract for Broker to market and sell Seller's Property and that Seller's Designated Agent is the only legal agent of Seller. Seller's Designated Agent will be primarily responsible for the direct marketing and sale of Seller's Property. The duties owed to Seller as referred to in the Illinois Real Estate License Act of 2000, will only be owed to Seller by the Designated Agent. Neither the Broker nor the Designated Agent will have any fiduciary relationship with the Seller.

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

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

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

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

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

1. Confidential information that Licensee may know about the clients, without the client's permission.
2. The price the seller or landlord will take other than the listing price without permission of the seller or landlord.
3. The price the buyer or tenant is willing to pay without permission of the buyer or tenant.

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

\_\_\_\_\_  
Seller(s) Initial \_\_\_\_\_ Seller(s) Initial

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- 4. A recommended or suggested price the buyer or tenant should offer.
- 5. A recommended or suggested price the seller or landlord should counter with or accept.

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

Yes No

(\_\_\_\_\_/\_\_\_\_\_) \_\_\_\_\_

(Seller(s)'s Initials)

By checking "Yes" and initialing, Seller acknowledges that Seller has read and understands this section and voluntarily consents to the Licensee acting as a Dual Agent (that is, to representing BOTH the Seller or landlord and the buyer or tenant) should that become necessary.

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**7. Buyer's Agent:** Seller acknowledges that Seller has been informed and understands that as part of Broker's real estate business, Broker, from time to time, enters into representation Agreements with Buyers, and, as such, may designate certain of its Sales Associates as Exclusive Buyers Agents for the purpose of showing and negotiating the purchase of real estate listed with Broker or other real estate Brokerage firms.

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

**9. Broker's Affiliates:** Seller understands and agrees that other Sales Associates affiliated with Broker, may represent the actual or prospective Buyer of Seller's Property. Further, Seller understands and agrees that if the Property is sold through the efforts of a Sales Associate affiliated with Broker who represents the Buyer, the other Sales Associate affiliated with Broker will be acting as a Buyer's Designated Agent.

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

**11. Brokerage Fee:** In consideration of the obligations of the Broker, the Seller agrees:

(a) To pay Broker, at the time of closing of the sale of the property and from the disbursement of the proceeds of said sale, compensation in the amount of \_\_\_\_\_% of the sale price (to be distributed \_\_\_\_\_% to the listing office and \_\_\_\_\_% to the selling office) for the Broker's services in effecting the sale by finding a Buyer ready, willing, and able to purchase the property. If the transaction shall not be closed because of refusal, failure, or inability of the Seller to perform, the Seller shall pay the sales commission in full to Broker upon demand. Should a sale be in pending or contingent status at the expiration of this Agreement, Seller shall pay Broker the full commission set forth upon closing of said sale.

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

**12. Administration Fee:** In addition to the Brokerage commission set forth herein, Seller shall pay Broker an administration fee of \_\_\_\_\_ to offset Broker's administration costs in processing this Agreement. Said fee shall be paid to Broker on \_\_\_\_\_.

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

**14. Obligation of Seller:** A) To notify the Park Management that the Mobile Home has been offered for sale and agree to comply with the park rules for resale. B) That all buyers must be approved by the Park Management prior to closing.

**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 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, 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

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

158 understands that Seller may be held responsible by a buyer for any latent or hidden, undisclosed defects in the Property which are  
159 known to Seller but which are not disclosed to buyer. Seller shall indemnify, save, defend and hold Broker, Broker's Sales  
160 Associates, and Seller's Designated Agent harmless from all claims, disputes, litigation, judgments and/or costs (including  
161 reasonable attorney's fees), whether or not frivolous, arising from any misrepresentations made by the Seller, from any incorrect  
162 information supplied by the Seller, or from any material fact concerning the Property including latent defects which the Seller fails  
163 to disclose. Further, Seller shall indemnify, save, defend, and hold Broker, Broker's Sales Associates, and Seller's Designated  
164 Agent harmless from any claim, loss, damage, or injury to any person or Property while viewing the Property arising from the  
165 condition of Seller's Property.

166 **18. Minimum Standards:** Illinois law provides that all exclusive brokerage agreements must specify that the sponsoring broker,  
167 through one or more sponsored licensees, must provide at a minimum, the following services: (1) accept delivery of and present to  
168 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)  
169 assist the client in developing, communicating, negotiating, and presenting offers, counter offers, and notices that relate to the offers  
170 and counteroffers until a lease or purchase agreement is signed and all contingencies are satisfied or waived; and (3) answer the  
171 client's questions relating to the offers, counter-offers, notices, and contingencies.

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

178 **20. Marketing Authorization:** Broker is authorized to advertise, promote, and market the Property which shall include, but not be  
179 limited to, in Broker's sole discretion, the display of signs, placement of the Property in any Multiple Listing Service in which  
180 Broker is a participant, and promotion of the Property through any electronic medium and/or on any Internet Homepage to which the  
181 Broker may subscribe. Broker is authorized to affix a keybox to the Property, and provided the owner is absent, any MLS  
182 participant or subscriber associated with the Multiple Listing Service(s), whether acting as Buyer's agent or otherwise, shall have the  
183 right, through use of said keybox, to show the Property at any reasonable time. It is not a requirement of the Multiple Listing  
184 Service or Broker that a Seller allow use of a keybox. Seller acknowledges that neither listing nor selling Broker, the Mainstreet  
185 Organization of REALTORS®, nor any Multiple Listing Service is an insurer against the loss of Seller's personal  
186 property. Seller is advised to safeguard or remove valuables now located on said Property. Seller is further advised to verify the  
187 existence of said valuables and obtain personal property insurance through Seller's insurance agent. Further, Seller hereby grants  
188 Broker and Broker shall have the right, and Seller acknowledges that Broker may have an obligation under applicable Multiple  
189 Listing Service rules and regulations as a condition of placing Seller's Property in such Multiple Listing Service, to release  
190 information as to the amount of selling price, type of financing, and number of days to sell the Property to any Multiple Listing  
191 Service of which Broker is a member at the time the Property is sold and closed.

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

196 **22. Earnest Money:** **The Earnest Money shall be held by the Listing Broker, in trust for the mutual**  
197 **benefit of the Parties in a manner consistent with Illinois State Law. Upon initial closing, or settlement,**  
198 **or upon forfeiture of the Sales Contract, the Earnest Money shall be applied first to the payment of any**  
199 **expenses incurred by the Broker on Seller's behalf in the sale, and second to payment of the Broker's**  
200 **sales commission, rendering the surplus, if any, to the Seller. If a dispute arises between Seller and**  
201 **Buyer as to whether a default has occurred, Broker shall hold the Earnest Money and pay it out as**  
202 **agreed in writing by Seller and Buyer or as directed by a court of competent jurisdiction. In the event**  
203 **of such dispute, Seller agrees that Broker may deposit the funds with the clerk of the Circuit Court by**  
204 **an action in the nature of interpleader. Seller agrees Broker may be reimbursed from the Earnest**  
205 **Money for all costs, including reasonable attorney's fees, related to the filing of the interpleader and**  
206 **hereby agrees to indemnify and hold Broker harmless from any and all claims and demands, including**  
207 **the payment of reasonable attorney's fees, costs, and expenses arising out of such default, claims, and**  
208 **demands. If Seller defaults, Earnest Money, at the option of Buyer, shall be refunded to Buyer, but such**  
209 **refunding shall not release Seller from the obligation of this Marketing Agreement. There shall be no**  
210 **disbursement of Earnest Money unless Escrowee has been provided written agreement from Seller and**  
211 **Buyer. In anticipation of Closing, the Parties direct Escrowee to close the account no sooner than 10**  
212 **(ten) business days prior to the anticipated Closing date.**

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

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

218 **25. Indemnification of Broker:** Seller agrees to indemnify Broker and to save, defend, and hold Broker harmless on account of any  
219 and all loss, damage, cost, or expense (including reasonable attorney's fees) incurred by Broker, arising out of this Agreement, or in  
220 the collection of fees or commissions due Broker pursuant to the terms and conditions of this Agreement provided Broker is not at  
221 fault.

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

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

228 **28. Lease of Property:** Although the purpose of this Agreement is to bring about a sale, option, or exchange of the Property, Seller  
229 agrees to pay Broker a leasing commission of \_\_\_\_\_ if the Property is leased within the marketing period. If the  
230 tenant to whom the Property is leased later purchases the Property, Seller agrees to pay Broker a sales commission of  
231 \_\_\_\_\_ on the full sale price.

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

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

