



STANDARD COMMERCIAL PROPERTY EXCLUSIVE MARKETING AGREEMENT

AGREEMENT between _____
(Company Name and Address)

hereinafter referred to as "BROKER" and _____ hereinafter referred to as "SELLER"
(Seller(s)/Lessor(s))

"SELLER/LESSOR;" in consideration of Broker's acceptance of the terms hereof and Broker's efforts to advertise, market, promote and sell/lease the real estate commonly known as Street _____ hereinafter referred to as "PROPERTY". Unit No.: _____, City: _____, County: _____, State: _____, Zip Code: _____, Permanent Index No.: _____.

Broker and Seller agree as follows:

1. **Term and Conditions:** Beginning 12:01 A.M. Month: _____ Day: _____ Year: 20____ and terminating 11:59 P.M. Month: _____ Day: _____ Year: 20____ Seller gives to Broker the exclusive right to sell, lease, option or exchange the Property to qualified buyers and to share the Property with Participants in the Multiple Listing Service of Northern Illinois, Inc. and/or any 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 DISCRIMINATE AGAINST ANY PROSPECTIVE SELLER OR LESSOR ON THE BASIS OF RACE, AGE, COLOR, RELIGION, SEX, ANCESTRY, MARITAL STATUS, PHYSICAL OR MENTAL HANDICAP, FAMILIAL STATUS, NATIONAL ORIGIN, SEXUAL ORIENTATION, MILITARY STATUS, DISHONORABLE DISCHARGE FROM THE MILITARY SERVICE, OR ANY OTHER CLASS PROTECTED BY THE ILLINOIS HUMAN RIGHTS ACT. THE PARTIES AGREE TO COMPLY WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL FAIR HOUSING LAWS.**

2. **Marketing Price:** The Price shall be \$ _____ (\$ _____ per month/per year)

3. **Title:** Title is in the name of _____ and Seller has the authority to sell/lease the premises.

4. **Possession:** Possession shall be given _____

5. **Seller's Designated Agent:** Broker designates _____, ("Seller's Designated Agent"), a sales associate(s) affiliated with Broker as the only legal agent(s) of Seller. Broker reserves the right to name additional designated agents when in Broker's discretion it is necessary. If additional designated agents are named, Seller shall be informed in writing within a reasonable time. Seller acknowledges that Seller's Designated Agent may from time to time have another sales associate, who is not an agent of the Seller, sit an open house of Seller's Property or provide similar support in the marketing of Seller's Property. Seller understands and agrees that this agreement is a contract for Broker to market Seller's Property and that Seller's Designated Agent(s) is (are) the only legal agent(s) of Seller. Seller's Designated Agent will be primarily responsible for the direct marketing and sale of Seller's Property.

6. **Brokerage Fee:** If this Property is sold, exchanged, leased, optioned or gifted by a Broker, by Seller, or by or through any other person during the marketing period, or to any person who has optioned the Property during the marketing period and who subsequently exercises that option, or to any person who has leased the Property during the term of this Marketing Agreement and subsequently purchases the Property, or if the Property is sold directly or indirectly within _____ after termination to a purchaser to whom it was offered during the term of this Marketing Agreement, Seller agrees to pay the broker a fee of _____ on the full sales price including any encumbrances. However, Seller shall not be obligated to pay such fee if a valid written listing agreement is entered into during the term of said protection period with another licensed real estate broker and a sale, lease, exchange or option of the Property is made during the term of said protection period. If Seller accepts any real estate or any other Property for part or all of the consideration, the sale shall be the listed price of the Property at that time for the purpose of computing commission, and in that event, Broker is authorized to represent and to receive compensation from both parties. If the Property is rented within the marketing period, then Seller agrees to pay Broker a rental commission of _____

7. **Cooperation and Compensation:** Broker is authorized to show the Property to prospective buyers/lessees through cooperating agents; and Broker, on a case by case basis, may pay a part of the above 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.

Address _____ Seller Initial _____ Seller Initial _____

61 8. **Personal Property, Fixtures, etc.:** In the event of a sale of the property, included in the purchase price are: hot water heater; plumbing and
62 electrical fixtures; sump pumps; central heating and cooling; humidifying and filtering equipment; fixed carpeting; equipment, and cabinets,
63 water softener (except rental units) storm and screen windows and doors; attached shutters, blinds and shades, all planted vegetation; with all
64 improvements and fixtures, if any, (all of which hereinafter referred to as Equipment), shall be left on the Property and shall be transferred to the
65 Buyer by a Bill of Sale at the time of closing. The following items shall also be left on the Property and be conveyed to Buyer at time of closing:
66 _____
67 _____

68 Excluded items: _____
69 All the aforementioned Equipment remaining with the Property is paid for, belongs to Seller, and will be in operating condition at the time of
70 closing, except for the following: _____
71 _____
72 _____

73 9. **Possible Dual Agency:** The above named Designated Agent (hereinafter sometimes referred to as "Licensee") may undertake a dual
74 representation (represent both the seller or landlord and the buyer or tenant) for the sale or lease of the Property. Seller acknowledges he was
75 informed of the possibility of this type of representation. Before signing this document, Seller must read the following:
76 Representing more than one party to a transaction presents a conflict of interest, since both clients may rely upon Licensee's advice and the
77 clients' respective interests may be adverse to each other. Licensee will undertake this representation only with the written consent of ALL
78 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
79 clients acting in their own best interests and on their own behalf. Seller acknowledges that Licensee has explained the implications of dual
80 representation, including the risks involved, and understands that he has been advised to seek independent advice from advisors or attorneys
81 before signing any documents in this transaction.
82 _____

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

- 84 1. Treat all clients honestly.
- 85 2. Provide information about the Property to buyer.
- 86 3. Disclose all latent material defects in the Property that are known to licensee.
- 87 4. Disclose financial qualifications of buyer to the Seller.
- 88 5. Explain real estate terms.
- 89 6. Help buyer arrange for Property inspections.
- 90 7. Explain closing costs and procedures.
- 91 8. Help buyer compare financing alternatives.
- 92 9. Provide information about comparable properties that have sold so both clients may make educated decisions on what price to accept or
93 offer.

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

- 95 1. Confidential information that licensee may know about the clients, without the client's permission.
- 96 2. The price the Seller will take other than the listing price without permission of the Seller.
- 97 3. The price the buyer is willing to pay without permission of the buyer.
- 98 4. A recommended or suggested price the buyer should offer.
- 99 5. A recommended or suggested price the Seller should counter with or accept.

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

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

106 10. **Buyer's Agent:** Seller has been informed that potential buyers may elect to employ the services of a licensed real estate broker or sales
107 associate as their own agent (buyer's agent).
108 _____
109 _____

110 11. **Buyer Confidentiality:** Seller understands that Broker and/or Designated Agent may have previously represented a buyer who is interested
111 in the Property. During that representation, Broker and/or Designated Agent may have learned material information about the buyer that is
112 considered confidential. Under the law, neither Broker nor Designated Agent may disclose any such confidential information to Seller even though
113 the Broker and/or Designated Agent now represent the Seller.
114 _____
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116 12. **Broker's Affiliates:** Seller understands and agrees that other sales associates affiliated with Broker, other than Seller's Designated Agent(s),
117 may represent the actual or prospective buyer of Seller's Property. Further, Seller understands and agrees that if the Property is sold through the
118 efforts of a sales associate affiliated with Broker who represents buyer, the other sales associate affiliated with Broker will be acting as a buyer's
119 Designated Agent.
120 _____
121 _____
122 _____

Seller Initial _____ Seller Initial _____

Address _____

123 13. **Consent to Represent Other Sellers:** Seller understands and agrees that Broker and Designated Agent may from time to time represent or
124 assist other Sellers who may be interested in selling Property to buyers. Seller consents to Broker's and Designated Agent's representation of
125 such other Sellers before, during and after the expiration of this Exclusive Marketing Agreement and expressly waives any claims including but
126 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
127 who may be interested in selling Property to buyers.
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129 14. **Commission Earned:** A commission shall be deemed to have been earned (a) at such time as a sales contract, lease, option, or exchange
130 contract is executed and all contingencies are met, or an option has been exercised, involving the Property, and shall be paid at the time of initial
131 closing, or occupancy, or settlement or (b) upon presenting to Seller an offer meeting all terms of this marketing agreement executed by a ready,
132 willing and able buyer and shall be paid upon demand. If there is a default of the contract attributable to Seller involving the Property, then the
133 commission shall be paid following the default, or, if contested, upon settlement of court adjudication between the parties.
134

135 15. **Seller(s)' Acknowledgement:** Seller agrees to complete any disclosure report required by law as completely and truthfully. Seller
136 represents that there are not now, nor have there been, any underground storage tanks located on the Property and no chemicals or toxic waste
137 have been stored or disposed of on the Property, except for _____. The Property has not
138 been cited for any violation of any Federal, State, County or local environmental law, ordinance or regulation and the Property is not located
139 within any designated legislative "superfund" area, except for _____.

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141 16. **Disclosure:** All inquiries about this Property made directly to Seller will be immediately referred to Broker and/or Seller's Designated
142 Agent. Seller understands that the information which Seller provides to Seller's Designated Agent as marketing information will be used to
143 advertise Seller's Property to the public, and it is essential that this information be accurate. **THE BROKER IS HEREBY AUTHORIZED TO**
144 **SUBMIT ALL INFORMATION REQUIRED BY THE RULES OF THE MULTIPLE LISTING SERVICE(S) OF WHICH THE**
145 **BROKER IS A MEMBER. SELLER UNDERSTANDS THAT SELLER HAS AN OBLIGATION TO PROVIDE ACCURATE,**
146 **TRUTHFUL INFORMATION TO BE PUT IN THE MLS INPUT SHEET AND HEREBY PROMISES TO FULFILL THIS**
147 **OBLIGATION.** Although Seller is marketing Seller's Property in its present physical condition, Seller understands that Seller may be held
148 responsible by a buyer for any latent or hidden, undisclosed defects in the Property which are known to Seller but which are not disclosed to
149 buyer. Seller shall indemnify and save and hold Broker, Seller's Designated Agent and/or any agent of Broker harmless from all claims,
150 disputes, litigations, judgments and/or costs, including reasonable attorney's fees and costs, whether or not frivolous, arising from any
151 misrepresentations made by Seller, any incorrect information supplied from the Seller or from any material fact concerning the Property which
152 the Seller fails to disclose to third parties as a result of misrepresentations or misinformation supplied to Broker. Further, Seller shall indemnify
153 and save and hold Broker, Seller's Designated Agent and/or any agent of Broker harmless from any claim, loss, damage or injury to any person
154 or Property while viewing the premises arising from the condition of Seller's Property.
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156 17. **Broker Limitations:** The Broker's sole duty is to affect a sale, lease, option or exchange of the Property. The Broker, Seller's Designated
157 Agent(s), members of the Multiple Listing Services(s) to which the Broker belongs, and the Mainstreet Organization of REALTORS® are not
158 charged with the custody of the Property, its management, maintenance, upkeep or repair. Illinois law allows Brokers to prepare the sales or
159 lease contract using approved preprinted forms, but no other legal documents required to close the sale or lease of the Property. Therefore, the
160 Seller agrees to furnish, or have Seller's attorney furnish all other legal documents necessary to close the sale or lease of the Property.
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162 18. **Marketing Authorization:** Broker is authorized to advertise, promote and market the Property which shall include, but not be limited to, in
163 the Broker's sole discretion, the display of signs, placement of the Property in any Multiple Listing Service in which Broker is a Participant and
164 promotion of the Property through any electronic medium and/or on any Internet Homepage to which the Broker may subscribe. Broker is
165 hereby authorized to affix a keybox to the premises, and provided the owner is absent, any MLS Participant or subscriber associated with the
166 Multiple Listing Service(s) whether acting as buyer's agent or otherwise shall have the right, through use of said keybox, to show the Property at
167 any reasonable time. It is not a requirement of Multiple Listing Service or Broker that Seller allow use of a keybox. Seller acknowledges that
168 neither listing nor selling Broker, the Mainstreet Organization of REALTORS®, or any Multiple Listing Service is an insurer against the loss of
169 Seller's personal property. Seller is advised to safeguard or remove valuables now located in said Property. Seller is further advised to verify the
170 existence of said valuables or obtain personal property insurance through Seller's insurance agent. Further, Seller hereby grants Broker and
171 Broker shall have the right, and Seller acknowledges that Broker may have an obligation under applicable multiple listing service rules and
172 regulations as a condition of placing Seller's Property in such multiple listing service, to release information as to the amount of selling price,
173 type of financing and number of days to sell this Property to any multiple listing service of which Broker is a member at a time the property is
174 sold and closed.
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176 (_____/_____) 19. **Minimum Standards:** Illinois law provides that all exclusive brokerage agreements must specify that the sponsoring
177 Seller(s) broker, through one or more sponsored licensees, must provide at a minimum, the following services: (1) accept delivery of
178 Initials and present to the client offers and counter-offers to buy, sell, or lease the client's property or the property the client seeks to
179 (_____) purchase or lease; (2) assist the client in developing, communicating, negotiating, and presenting offers, counter offers, and
180 Broker Initials notices that relate to the offers and counteroffers until a lease or purchase agreement is signed and all contingencies are
181 satisfied or waived; and (3) answer the client's questions relating to the offers, counter-offers, notices, and contingencies.
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183 20. **Taxes and Assessments:** All taxes and all usually prorated expenses shall be prorated pursuant to the terms of the sales contract. Seller has
184 no knowledge of any assessments or special taxes for improvements, or lien for improvements, either of record or in process, applicable to the
185 Property marketed herein and should Seller receive any notice thereof, Seller agrees to notify the Broker immediately.

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Address _____

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21. Title Insurance and Survey: Seller declares that he has not added to nor disposed of any part of the Property, or gained any easements in favor of or against the Property not disclosed in the Title Guaranty Policy except as stated herein. Prior to closing, Seller agrees to furnish at Seller's expense, a title insurance commitment for an Owner's Title Insurance Policy in the amount of the sale price, showing good title in the owner's name. Prior to closing Seller agrees to furnish a spotted survey of the premises dated not more than six (6) months prior to the closing date, certified by licensed surveyor, having all corners staked & showing all improvements, easements, and building lines existing as of this contract date.

22. Earnest Money: THE EARNEST MONEY SHALL BE HELD BY THE LISTING BROKER, AND UPON INITIAL CLOSING, OR SETTLEMENT, OR UPON FORFEITURE OF THE SALES CONTRACT, SHALL BE APPLIED FIRST TO THE PAYMENT OF ANY EXPENSE INCURRED BY THE BROKER ON SELLER'S BEHALF IN THE SALE, AND SECOND TO PAYMENT OF THE BROKER'S SALES COMMISSION, RENDERING THE OVERPLUS, IF ANY, TO SELLER. IF A DISPUTE ARISES BETWEEN SELLER AND BUYER AS TO WHETHER A DEFAULT HAS OCCURRED, BROKER SHALL HOLD THE EARNEST MONEY AND PAY IT OUT AS AGREED IN WRITING BY SELLER AND BUYER OR DIRECTED BY A COURT OF COMPETENT JURISDICTION. IN THE EVENT OF SUCH DISPUTE, SELLER AGREES THAT BROKER MAY DEPOSIT THE FUNDS WITH THE CLERK OF THE CIRCUIT COURT BY AN ACTION IN THE NATURE OF INTERPLEADER. SELLER AGREES BROKER MAY BE REIMBURSED FROM THE EARNEST MONEY FOR ALL COSTS, INCLUDING REASONABLE ATTORNEY'S FEES, RELATED TO THE FILING OF THE INTERPLEADER AND HEREBY AGREES TO INDEMNIFY AND HOLD BROKER HARMLESS FROM ANY AND ALL CLAIMS AND DEMANDS, INCLUDING THE PAYMENT OF REASONABLE ATTORNEY'S FEES, COSTS AND EXPENSES ARISING OUT OF SUCH DEFAULT, CLAIMS, AND DEMANDS. IF SELLER DEFAULTS, EARNEST MONEY, AT THE OPTION OF BUYER, SHALL BE REFUNDED TO BUYER, BUT SUCH REFUNDING SHALL NOT RELEASE SELLER FROM THE OBLIGATION OF THIS MARKETING AGREEMENT.

23. Amendments: Should it be necessary to amend or modify this Agreement, facsimile signatures of all parties to this Agreement are accepted as original signatures.

24. Indemnification of Broker: Seller(s) agrees to indemnify Broker and to hold Broker harmless on account of any and all loss, damage, cost or expense, including attorney's fees incurred by Broker, arising out of this Exclusive Marketing Agreement, or the collection of fees or commissions due Broker pursuant to the terms and conditions of this Agreement provided Broker is not at fault.

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

26. Costs of Third Party services or Products: Broker will not obtain or order products or services from outside sources unless Seller agrees in writing to pay for them immediately when payment is due. (Examples: surveys, soil test, title reports, engineering studies).

27. Seller Shall: Supply Broker with the most recent accurate income and expense figures, lease for the Property, any mortgage information, if applicable, and any other pertinent information which, in the opinion of Broker, is necessary to assist the broker in the marketing of the Property. Seller shall provide all information relevant to the condition, use and operation of the property available to Seller to buyer. Seller shall prepare, deliver to buyer, and record, if appropriate, all documentation for the property in accordance with the Illinois Responsible Property Transfer act or similar laws of any jurisdiction in which the property is located. Seller shall also cooperate with buyer to secure whatever environmental site assessment buyer or buyer's lender deems necessary or appropriate. In the event the property is a condominium or any other association property, Seller should have available for Broker at time of listing agreement the following documents if applicable: Declaration of Condominium or Declaration of Covenants, Conditions and Easements; current budget; bylaws; financial statements; and any other rules and regulations in effect.

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

29. Notice: All Notices, except as provided otherwise in Paragraph 31(C) (2), shall be in writing and shall be served by one Party or attorney to the other Party or attorney. Notice to any one of a multiple person Party shall be sufficient Notice to all. Notice shall be given in the following manner:

- (a) By personal delivery of such Notice; or
- (b) By mailing of such Notice to the addresses recited herein by regular mail and by certified mail, return receipt requested. Except as otherwise provided herein, Notice served by certified mail shall be effective on the date of mailing; or
- (c) By sending facsimile transmission. Notice shall be effective as of date and time of facsimile transmission, provided that the Notice transmitted shall be sent on Business Days during Business Hours. In the event fax Notice is transmitted during non-business hours, the effective date and time of Notice is the first hour of the next Business Day after transmission; or
- (d) By sending e-mail transmission. Notice shall be effective as of date and time of e-mail transmission, provided that the Notice transmitted shall be sent during Business Hours, and provided further that the recipient provides written acknowledgment to the sender of receipt of the transmission (by e-mail, facsimile, regular mail or commercial overnight delivery). In the event e-mail Notice is transmitted during non-business hours, the effective date and time of Notice is the first hour of the next Business Day after

Seller Initial _____ Seller Initial _____
Address _____

250 transmission; or
251 (e) By commercial overnight delivery (e.g., FedEx). Such Notice shall be effective on the next Business Day following deposit with the
252 overnight delivery company.
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254 30. **Definition of Terms:** Throughout this Agreement the use of the term "Seller" shall include in addition thereto the term "Lessor"; the use of
255 the term "buyer" shall include the term "lessee"; and the uses of the plural form or the possessive form of the terms "Seller" and "buyer" shall
256 also include the plural form and the possessive form of the terms "Lessor" and "lessee".
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258 31. **Entire Agreement:** This Agreement constitutes the complete understanding and entire agreement between the parties relating to the subject
259 thereof, and any prior agreements pertaining thereto, whether oral or written, have been merged and integrated into this Exclusive Marketing
260 Agreement. This Agreement may not be terminated or amended prior to the expiration date without the express written consent of both parties to
261 this Agreement.
262

263 Seller hereby acknowledges receipt of a signed copy of this Agreement and all attachments. The attachments include the following: (HERE
264 LIST ALL ATTACHMENTS) _____
265

266 *(Signatures are required of all who have a legal or equitable interest in the Property)*
267

268 _____
269 BROKER SELLER

271 _____
272 BY (Signature) SELLER

274 _____
275 DATE ADDRESS

277 _____
278 DESIGNATED AGENT

280 _____
281 DATE E-MAIL ADDRESS

283 _____
284 PHONE PHONE FAX

286 _____
287 OFFICE DATE
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<i>Address</i> _____	<i>Seller Initial</i> _____ <i>Seller Initial</i> _____	
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