

**Mainstreet Organization of REALTORS®**  
**EXCLUSIVE AGENCY MARKETING AGREEMENT**

BROKER (Name and Address):

SELLER(s)\* (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  
Address: \_\_\_\_\_,  
Unit No: \_\_\_\_\_, City: \_\_\_\_\_,  
County: \_\_\_\_\_, State: \_\_\_\_\_, Zip Code: \_\_\_\_\_,  
Permanent Index No.: \_\_\_\_\_, hereinafter referred to as "Property."

Condo, Coop, or Townhome Parking Space Included: (check type) \_\_\_deeded space; \_\_\_limited common element; \_\_\_assigned: Parking space # \_\_\_\_\_

**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)'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 \$ \_\_\_\_\_

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

**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. The Broker and the Designated Agent will have only those duties to the Seller as are required by statute. .

**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.
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.

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

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



154  (\_\_\_\_\_/\_\_\_\_\_) Seller or Seller's attorney will make the necessary arrangements for title insurance and any related services.  
155 *Seller(s)'s Initials*

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

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

170 **Other items included:** \_\_\_\_\_

171 **Items NOT included:** \_\_\_\_\_

172 Unless otherwise agreed to in writing by Seller and Buyer, Seller shall warrant to Buyer that all fixtures, systems and personal  
173 property included in this Agreement shall be in operating condition at possession, except: \_\_\_\_\_

174 \_\_\_\_\_ A system or item shall be deemed  
175 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  
176 health or safety.

177 **16. Home Warranty:** Seller shall agree to provide to Buyer a limited home warranty program from \_\_\_\_\_  
178 \_\_\_\_\_ at a charge of \$ \_\_\_\_\_. Seller acknowledges that a  
179 home warranty program is a limited warranty with a deductible. (STRIKE THROUGH IF NOT OFFERED.)

180 **17. Disclosure:** All inquires about this Property made directly to Seller shall be immediately referred to Broker and/or Seller's  
181 Designated Agent. Seller understands that the information which Seller provides to Seller's Designated Agent as marketing  
182 information will be used to advertise Seller's Property to the public and submitted to the Multiple Listing Service. It is essential  
183 that this information be accurate and truthful. Seller agrees to comply with the provisions of the Illinois Residential Real Property  
184 Disclosure Act, and, if applicable, the Federal Lead Based Paint Disclosure Regulations. Seller shall complete the applicable  
185 disclosure document(s) in a timely manner, shall not knowingly provide false or inaccurate information therein, and shall comply  
186 with all local government ordinances. Although Seller is marketing Seller's Property in its present physical condition, Seller  
187 understands that Seller may be held responsible by a buyer for any latent or hidden, undisclosed defects in the Property which are  
188 known to Seller but which are not disclosed to buyer. Seller shall indemnify, save, defend and hold Broker, Broker's Sales  
189 Associates, and Seller's Designated Agent harmless from all claims, disputes, litigation, judgments and/or costs (including  
190 reasonable attorney's fees), whether or not frivolous, arising from any misrepresentations made by the Seller, from any incorrect  
191 information supplied by the Seller, or from any material fact concerning the Property including latent defects which the Seller fails  
192 to disclose. Further, Seller shall indemnify, save, defend, and hold Broker, Broker's Sales Associates, and Seller's Designated  
193 Agent harmless from any claim, loss, damage, or injury to any person or Property while viewing the Property arising from the  
194 condition of Seller's Property.

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

201 (\_\_\_\_\_/\_\_\_\_\_) **19. Minimum Standards:** Illinois law provides that all exclusive brokerage agreements must specify that the  
202 *Seller(s) Initials* sponsoring broker, through one or more sponsored licensees, must provide at a minimum, the following services:  
203 (\_\_\_\_\_) (1) accept delivery of and present to the client offers and counter-offers to buy, sell, or lease the client's property  
204 *Broker Initials* or the property the client seeks to purchase or lease; (2) assist the client in developing, communicating,  
205 negotiating, and presenting offers, counter offers, and notices that relate to the offers and counteroffers until a  
206 lease or purchase agreement is signed and all contingencies are satisfied or waived; and (3) answer the client's questions relating to  
207 the offers, counter-offers, notices, and contingencies.

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

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

226 **22. Earnest Money:** The Earnest Money shall be held by the Listing Broker, in trust for the mutual  
227 benefit of the Parties in a manner consistent with Illinois State Law. Upon initial closing, or  
228 settlement, or upon breach of Contract, the Earnest Money shall be applied first to the payment of any  
229 expenses incurred by the Broker on Seller's behalf in the sale, and second to payment of the Broker's  
230 sales commission, rendering the surplus, if any, to the Seller. If a dispute arises between Seller and  
231 Buyer as to whether a default has occurred, Broker shall hold the Earnest Money and pay it out as

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

232 agreed in writing by Seller and Buyer or as directed by a court of competent jurisdiction. In the event  
 233 of such dispute, Seller agrees that Broker may deposit the funds with the clerk of the Circuit Court by  
 234 an action in the nature of interpleader. Seller agrees Broker may be reimbursed from the Earnest  
 235 Money for all costs, including reasonable attorney's fees, related to the filing of the interpleader and  
 236 hereby agrees to indemnify and hold Broker harmless from any and all claims and demands, including  
 237 the payment of reasonable attorney's fees, costs, and expenses arising out of such default, claims, and  
 238 demands. If Seller defaults, Earnest Money, at the option of Buyer, shall be refunded to Buyer, but  
 239 such refunding shall not release Seller from the obligation of this Marketing Agreement. There shall  
 240 be no disbursement of Earnest Money unless Escrowee has been provided written agreement from  
 241 Seller and Buyer. In anticipation of Closing, the Parties direct Escrowee to close the account no  
 242 sooner than 10 (ten) business days prior to the anticipated Closing date.

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

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

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

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

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

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

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

265 **30. Notice:** All notices required shall be in writing and shall be served by one Party to the other Party. Notice to any one of the  
 266 multiple-person Party shall be sufficient notice to all. Notice shall be given in the following manner:

- 267 (a) By personal delivery of such notice; or
- 268 (b) By mailing of such notice to the addresses recited herein by regular mail and by certified mail, return receipt requested.  
 269 Except as otherwise provided herein, notice served by certified mail shall be effective on the date of mailing; or
- 270 (c) By sending facsimile transmission. Notice shall be effective as of date and time of facsimile transmission, provided that  
 271 the notice transmitted shall be sent on business days during business hours (8:00 A.M. to 6:00 P.M. Chicago Time). In  
 272 the event fax notice is transmitted during non-business hours, the effective date and time of notice is the first hour of the  
 273 first business day after transmission; or
- 274 (d) By sending e-mail transmission. Notice shall be effective as of date and time of e-mail transmission, provided that the  
 275 notice transmitted shall be sent on business days during business hours (8:00 A.M. to 6:00 P.M. Chicago Time), and  
 276 provided further that the **recipient provides written acknowledgment to the sender** of receipt of the transmission (by e-  
 277 mail, facsimile, or by regular mail). In the event e-mail notice is transmitted during non-business hours, the effective date  
 278 and time of notice is the first hour of the first business day after transmission.

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

283 Seller hereby acknowledges receipt of a signed copy of this Agreement and all attachments. The attachments include the  
 284 following (HERE LIST ALL ATTACHMENTS): \_\_\_\_\_

285 \_\_\_\_\_  
 286 *(Signatures are required of all who have a legal or equitable interest in the Property)*

287 _____	_____
288 BROKER	SELLER
289 _____	_____
290 BY (Signature)	SELLER
291 _____	_____
292 DATE	ADDRESS
293 _____	_____
294 DESIGNATED AGENT	_____
295 _____	_____
296 DATE	E-MAIL ADDRESS
297 _____	_____
298 PHONE	PHONE FAX
299 _____	_____
300 OFFICE	DATE
301 _____	_____

302 \_\_\_\_\_ Broker Initial \_\_\_\_\_ Seller Initial \_\_\_\_\_ Seller Initial  
 303 Address: \_\_\_\_\_