



MAINSTREET ORGANIZATION OF REALTORS®
RESIDENTIAL EXCLUSIVE AGENCY LEASE MARKETING AGREEMENT



BROKER (Name and Address):

LESSOR(s)* (Name and Address):

*Lessor represents and warrants that title to the property is in the name of _____ and Lessor has the authority to lease the Property.

1. Property: This Agreement is between the above-mentioned "Broker" and "Lessor," in consideration of their acceptance of the terms hereof and of Broker's efforts to advertise, market, promote and lease 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").

Lessor gives to Broker the exclusive right to market, lease, option or exchange the Property to qualified lessees 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**
(Lessor(s)'s Initials) **REFUSE TO DISPLAY OR LEASE LESSOR'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, 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.

3. Rent: The Property shall be leased at \$ _____ for a minimum period of _____ months or as otherwise agreed to by Lessor with a security deposit of \$ _____ and the first month's rent paid to Lessor prior to possession.

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

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

Broker Initial

Lessor(s) Initial _____ Lessor(s) Initial

a result of negotiations between the clients acting in their own best interests and on their own behalf. Lessor 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 tenant.
3. Disclose all latent material defects in the Property that are known to Licensee.
4. Disclose financial qualification of the tenant to the Lessor.
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 lessee compare financing alternatives.
9. Provide information about comparable properties that have leased 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 Lessor will take other than the listing price without permission of the Lessor.
3. The price the Lessee is willing to pay without permission of the Lessee.
4. A recommended or suggested price the Lessee should offer.
5. A recommended or suggested price the Lessor should counter with or accept.

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

☐

Yes

(_____/_____)
 (Lessor(s)'s Initials)

☐

No

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

6. Lessee's Agent: Lessor acknowledges that Lessor has been informed and understands that as part of Broker's real estate business, Broker, from time to time, enters into representation Agreements with lessees and, as such, may designate certain of its Sales Associates as Exclusive Leasing Agents for the purpose of showing and negotiating the leasing of real estate listed with Broker or other real estate Brokerage firms.

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

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

9. Consent to Represent Other Lessors: Lessor understands and agrees that Broker and Designated Agent may from time to time represent or assist other lessors who may be interested in leasing their Property to lessees. The Lessor consents to Broker's and Designated Agent's representation of such other lessors 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 lessors who may be interested in leasing their Property to Lessees.

10. Lessor's Acknowledgement: Lessor agrees to comply with all applicable federal, state and local laws with respect to the lease of the subject Property.

Broker Initial
Address: _____

Lessor Initial _____ Lessor Initial

11. Homeowner Association: Lessor hereby indemnifies and holds Broker harmless from any and all costs and expense that the Broker may incur in the marketing of the property for lease in the event that any rule or regulation, covenant, by-law, restriction or the like would act to limit or prohibit the leasing of the Lessor's Property. Lessor hereby represents and warrants to Broker that there are no restrictions on the leasing of the Lessor's Property except as may be communicated specifically in writing to Broker and for which Broker has provided to Lessor specific written acknowledgement of such limitation.

12. Brokerage Fee: In consideration of the obligations of the Broker, the Lessor agrees:

(a) To pay Broker, at the execution of the lease of the property, compensation in the amount of _____% of gross rental or \$_____ to be distributed _____% to the Lessor's Broker and _____% to the Lessee's Broker for the Broker's services in effecting the lease by finding a Lessee ready, willing, and able to lease the property. If the lease should not be executed because of refusal, failure or inability of the Lessor to perform, the Lessor shall pay the Brokerage Fee in full to Broker upon demand. Should a lease be in pending or contingent status at the expiration of this Agreement, Lessor shall pay Broker the full Brokerage Fee set forth upon the execution of the lease.

(b) To pay Broker the Brokerage Fee specified above if Broker procures a lessee, if the Property is leased within said time by Lessor or any other person or if the property is leased 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, Lessor shall not be obligated to pay said Brokerage Fee if a valid, written listing agreement is entered into during the term of said protection period with another broker and the lease of the Property is made during the term of the subsequent listing agreement.

(c) Owner reserves the right to lease the Property during the term hereof, without incurring liability for any compensation to Broker, provided that the lease shall not be made to a person produced by the Broker, or with whom Broker shall have negotiated during the term hereof, or through any other real estate broker, and provided that broker, prior to any such lease, has not become entitled to compensation in accordance with the terms hereof. If Owner leases the Property, Owner shall promptly notify Broker in writing, specifying the name of the lessee, the lease price to be paid and if the lease is being made through another real estate broker. If Broker does not advise Owner in writing within seven (7) days that Broker has produced or negotiated with the lessee it shall be conclusively presumed the Broker has not had any contact with this lessee.

13. Administration Fee: In addition to the Brokerage Fee set forth herein, Lessor 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 _____.

14. Cooperation and Compensation: Broker is authorized to show the Property to prospective lessees 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 leasing of Lessor's Property. Lessor acknowledges that the compensation offered to such cooperating brokers may vary from broker to broker.

15. Fixtures and Personal Property: All of the fixtures and personal property stated herein are owned by Lessor and, to the best of Lessor's knowledge, are in operating condition unless otherwise noted. Lessor agrees the following items of personal property will stay with the property for use by Lessee. (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/services included: _____

Items/services NOT included: _____

16. Disclosure: Except as provided in paragraph 12 c., all inquires about this Property made directly to Lessor shall be immediately referred to Broker and/or Lessor's Designated Agent. Lessor understands that the information which Lessor provides to Lessor's Designated Agent as marketing information will be used to advertise Lessor's Property to the public and it is essential that this information be accurate. **THE BROKER IS HEREBY AUTHORIZED TO SUBMIT ALL INFORMATION REQUIRED BY THE RULES OF THE MULTIPLE LISTING SERVICE(S) OF WHICH THE BROKER IS A MEMBER. LESSOR UNDERSTANDS THAT LESSOR HAS AN OBLIGATION TO PROVIDE ACCURATE, TRUTHFUL INFORMATION AND HEREBY PROMISES TO FULFILL THIS OBLIGATION.** Lessor shall indemnify, save, defend and hold Broker, Broker's Sales Associates and Lessor's Designated Agent(s) harmless from all claims, disputes,

Broker Initial
Address: _____

Lessor Initial _____ Lessor Initial

litigation, judgments and /or costs, (including reasonable attorney's fees), whether or not frivolous, arising from any misrepresentations made by the Lessor, any incorrect information supplied by the Lessor or from any material fact concerning the Property including latent defects which the Lessor fails to disclose. Further, Lessor shall indemnify, save, defend and hold Broker, Broker's Sales Associates and Lessor's Designated Agent(s) harmless from any claim, loss, damage or injury to any person or Property while viewing the Property arising from the condition of Lessor's Property. Lessor agrees to comply with the applicable provisions of the Federal Lead Based Paint Disclosure Regulations. Lessor shall complete the applicable disclosure document in a timely manner and shall not knowingly provide false or inaccurate information.

17. Broker Limitations: The Broker's sole duty is to effect a lease of the Property. The Broker, Lessor's Designated Agent, members of the Multiple Listing Service(s) to which the Broker belongs and the Mainstreet Organization of REALTORS® are not charged with the custody of the Property, its management, maintenance, upkeep or repair. Illinois law allows Brokers to prepare the Lease Agreement using approved preprinted forms but does not allow Brokers, real estate agents or sales associates to draft other legal documents. Therefore the Lessor agrees to draft and furnish or have Lessor's attorney draft and furnish all other legal documents necessary.

18. Minimum Standards: Illinois law provides that all exclusive brokerage agreements must specify that the sponsoring broker, through one or more sponsored licensees, must provide at a minimum, the following services: (1) accept delivery of 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 purchase or lease; (2) assist the client in developing, communicating, negotiating and presenting offers, counter offers and notices that relate to the offers and counteroffers until a lease or purchase agreement is signed and all contingencies are satisfied or waived; and (3) answer the client's questions relating to the offers, counter-offers, notices and contingencies.

19. Marketing Authorization: Broker is authorized to advertise, promote and market the Property which shall include, but not be limited to, in Broker's sole discretion, the display of signs, placement of the Property in any Multiple Listing Service in which Broker is a participant and promotion of the Property through any electronic medium and/or on any Internet Homepage to which the Broker may subscribe. Broker is authorized to affix a keybox to the Property, and provided the lawful occupant is absent, any MLS participant or subscriber associated with the Multiple Listing Service(s), whether acting a lessee's agent or otherwise, shall have the right, through use of said keybox, to show the Property at any reasonable time. It is not a requirement of the Multiple Listing Service or Broker that a Lessor or lawful occupant allow use of a keybox. Lessor acknowledges that none of the leasing Brokers, the Mainstreet Organization of REALTORS® nor any Multiple Listing Service is an insurer against the loss of Lessor's or lawful occupant's personal property. Lessor is advised to safeguard or remove valuables now located on said Property. Lessor is further advised to verify the existence of said valuables and obtain personal property insurance through Lessor's insurance agent.

20. Security Deposits: It shall not be the obligation of the Broker or any Licensee to hold Security Deposits incident to the Lease of the Lessor's Property. If the Broker or Licensee elects to hold such security deposits upon the Lease of the Lessor's Property, then such Security Deposit shall be held and only paid out according to the specific joint written direction of the Lessor and Lessee or as directed by a court of competent jurisdiction. In the event of a dispute between the Lessor and Lessee with regard to the disposition of said Security Deposit, Broker or Licensee may deposit such funds with the Clerk of the Circuit Court by an action in the nature of Interpleader. Lessor agrees that Broker may be reimbursed for all costs, including reasonable attorney's fees, relating 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.

21. Amendments: Should it be necessary to amend or modify this Agreement, facsimile signatures of all parties to this Marketing Agreement are accepted as original signatures. This Agreement may be executed in multiple copies.

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

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

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

Address: _____
Broker Initial _____ Lessor Initial _____ Lessor Initial _____

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25. Costs of Third-Party Services or Products: Lessor is responsible for the costs of all third-party products or services

26. 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 invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

27. 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 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 (8:00 A.M. to 6:00 P.M. Chicago Time). In the event fax notice is transmitted during non-business hours, the effective date and time of notice is the first hour of the first 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 on business days during business hours (8:00 A.M. to 6:00 P.M. Chicago Time), and provided further that the recipient provides written acknowledgment to the sender of receipt of the transmission (by e-mail, facsimile, or by regular mail). 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 first business day after transmission; or
- (e) By commercial overnight delivery (e.g. Fed Ex). Such Notice shall be effective on the next Business Day following deposit with the overnight delivery company.

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

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

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

_____ BROKERAGE	_____ LESSOR
_____ BROKER (Signature)	_____ LESSOR
_____ DATE	_____ ADDRESS
_____ DESIGNATED AGENT (Signature)	_____
_____ DATE	_____ E-MAIL ADDRESS <u>(for information only)</u>
_____ AGENT PHONE	_____ PHONE FAX
_____ OFFICE PHONE	_____ DATE

Address: _____

Address: _____

Address: _____