



**EXCLUSIVE RIGHT TO SELL/LEASE MARKETING AGREEMENT**

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_ (month), \_\_\_\_\_ (year) (Effective Date) and is by and between Horizon Property Management(Broker) and \_\_\_\_\_ (Seller). In consideration of Broker’s efforts to sell, market, advertise and promote Seller’s property for sale, as hereinafter set forth, Seller, who has authority to sell the Property, gives Broker the exclusive right to sell, lease, market, option, or exchange Seller’s property to qualified buyers (Buyer) under the following terms and conditions:

**1. PROPERTY:**

Address: \_\_\_\_\_, Unit No: \_\_\_\_\_,  
 City: \_\_\_\_\_, County: \_\_\_\_\_, Illinois, Zip Code: \_\_\_\_\_,  
 Permanent Index No. \_\_\_\_\_ hereinafter referred to as the “Property”.

Condo, Coop, or Townhome Parking Space Included (check type): \_\_\_\_\_ deeded space; \_\_\_\_\_ limited common element;  
 \_\_\_\_\_ assigned: Parking space# \_\_\_\_\_. If deeded space, Permanent Index No. \_\_\_\_\_

**2. 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 all applicable items):

- |   |   |  |   |
|---|---|--|---|
| <input type="checkbox"/> refrigerator _____                         | <input type="checkbox"/> All Tacked Down Carpeting        | <input type="checkbox"/> Fireplace Screens(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)with _____ Transmitter(s) | <input type="checkbox"/> Attached Gas Grill             |
| <input type="checkbox"/> Dryer                                      | <input type="checkbox"/> All Planted Vegetation           | <input type="checkbox"/> Light Fixtures (as they exist)                            | <input type="checkbox"/> Satellite Dish and System      |
| <input type="checkbox"/> Invisible Fence Systems, Collar(s) and Box |   | <input type="checkbox"/> Carbon Monoxide Detector                                  | <input type="checkbox"/> Battery Backup                 |

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 upon delivery of possession of the Property to Buyer except: \_\_\_\_\_

**3. CLOSING AND POSSESSION:** Closing of the sale and delivery of Possession of the Property to Buyer are to be negotiated at time of sales contract.

**4. TERM:** The Term of this Agreement shall begin on the Effective Date and shall terminate one year after the Effective Date \_\_\_\_\_ 20\_\_ Broker may cancel this Agreement any time upon thirty days advance written notice to Seller.

**5. MARKETING PRICE:** The list price shall be \$\_\_\_\_\_. Or if a lease, indicate terms of lease or a rental of \_\_\_\_\_, with possession at \_\_\_\_\_. All references to Seller or Landlord in this Agreement are hereinafter referred to as Seller. All references to buyer or Tenant in this Agreement are hereinafter referred to as Buyer.

**6. SELLER'S DESIGNATED AGENT:** Broker designates and Seller accepts \_\_\_\_\_ John Taylor \_\_\_\_\_ (Seller's Designated Agent), a sales associate associated with Broker, as the only legal agent of Seller to market and sell Seller's Property. Broker reserves the right to appoint additional or substitute designated agents for Seller when, in Broker's discretion, it is necessary. If additional or substitute 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 set 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. Seller's Designated Agent will accept delivery of and present to Seller offers and counter offers to buy, sell, or lease Seller's property; assist Seller in developing, communicating, negotiating, and presenting offers, counteroffers, 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 answer Seller's questions relating to the offers, counteroffers, notices and contingencies. 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. Any fiduciary duties owed to Seller will only be owed to Seller by Designated Agent. Seller consents and further authorizes Broker and Sellers' Designated Agent, and any authorized representative or agent of Broker, to contact Seller by telephone, facsimile transmission or electronic mail with respect to fulfilling the duties owed to Seller under the Illinois Real Estate License Act of 2000.

**7. 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 Seller was informed of the possibility of this type of representation. Before signing this Agreement, 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 implication 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.

\_\_\_\_\_  
Initial *Broker/Branch Sales Manager*

\_\_\_\_\_  
Initial *Designated Agent*

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Initial *Seller*

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Initial *Seller*

- 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 or terms the buyer or tenant should offer.
- 5. A recommended or suggested price or terms 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 wants to allow the Licensee to proceed as a Dual Agent in this transaction.**

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.

Yes       No      \_\_\_\_\_/\_\_\_\_\_ (Seller(s) Initials)

**8. FAIR HOUSING:** (Seller(s)'s Initials) (\_\_\_\_\_/\_\_\_\_\_) THE PARTIES UNDERSTAND AND AGREE THAT IT IS ILLEGAL FOR EITHER OF THEM TO 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.

**9. REAL ESTATE BROKERAGE COMMISSION:** Seller shall pay Broker a real estate brokerage commission of \_\_\_\_\_ of the sale price of the Property paid on  gross sale price  net sale price and Marketing fee of \$350.00 for Broker’s services in effectuating the sale of Seller’s Property. The Commission and Marketing fee shall be paid at the time of closing of the sale of the Property from the disbursement of the proceeds of said sale.

Broker shall be the exclusive leasing agent of Seller for which Broker shall, upon execution of a lease for the property, receive from Seller a leasing fee of \_\_\_\_\_. In the event the property is leased and Lessee subsequently purchases the property, Broker shall, in addition to the fee for leasing the property, also be entitled to the Brokerage Fee for the acquisition of the property in accordance with the terms and conditions of this Agreement.

Seller authorizes Broker to disseminate information about the property through any Multiple Listing Service (MLS) in which Broker is a participant or has access, to utilize cooperating brokers in carrying out Broker’s obligations hereunder and to generally pay compensation to such cooperating MLS participants. Notwithstanding anything contained herein to the contrary, Broker is authorized in its sole discretion to determine with which brokers it will cooperate and the amount of compensation 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. Seller shall pay Broker the Commission and processing fee if the Property is sold by Broker, by Seller or any other person within the Marketing Period, or if the Property is sold within a protection period of \_\_\_\_\_ months from the termination of this Agreement, to any person to whom Broker made aware of the availability of the Property for sale or lease. However, Seller shall not be obligated to pay Broker said Commission if a valid, written listing agreement is entered into by Seller during the term of said Protection Period with another Illinois licensed real estate broker, the sale of the Property occurs during the term of the subsequent listing agreement and the subsequent listing agreement was not entered into by Seller to avoid Sellers’ obligations under this Agreement.

Should the transaction not close because Seller refuses, fails, or is unable to perform, Seller shall pay Broker the Commission and processing fee in full upon demand by Broker. Should a sale be pending or contingent at the time of termination of this Agreement, Seller shall pay Broker the Commission and processing fee upon the ultimate closing of said pending or contingent sale. Should the Seller terminate this Agreement, revoke Brokers’ authority to market the Property or withdraw the Property from the market at any time during the Marketing Period of this marketing Agreement or any extension thereof, Seller shall pay Broker a marketing/cancellation fee of \_\_\_\_\_ in full upon demand by Broker.

(Seller(s)'s Initials) (\_\_\_\_\_/\_\_\_\_\_)

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Initial Broker/Branch Sales Manager

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Initial Designated Agent

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Initial Seller

\_\_\_\_\_  
Initial Seller

**10. COOPERATION AND COMMISSION:** 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 to pay compensation to cooperating brokers MLS participants in the amount of \_\_\_\_\_ paid on  gross sale price  net sale price, and for leasing \_\_\_\_\_. Seller acknowledges that the commission offered to such cooperating brokers may vary from broker to broker.

**11. LOCK BOX TERMS AND PROVISIONS:** Seller hereby (initial one)  
DOES \_\_\_\_\_/\_\_\_\_\_ DOES NOT \_\_\_\_\_/\_\_\_\_\_

authorize Broker to place an electronic or combination lock box on the property for the purpose of keeping a key to the property for access by cooperating real estate agents. If Seller authorizes Broker to place on the property an electronic and/or combination lock box containing a key, Seller shall hold Broker, its agents and cooperating agents of any multiple listing service of which Broker is a participant harmless from any and all liability, claims, judgments, obligations or demands against Broker as a result of this authorization, including but not limited to any and all liabilities and costs, and also including reasonable attorney’s fees incurred by Broker as a result of this authorization, except for criminal or gross negligence on the part of Broker. Seller has been advised by the Designated Agent on the safeguarding or removal of valuables now located within said premises and the need to obtain personal property insurance. If the property is leased, Seller acknowledges that he has in fact notified and advised the tenant/occupant of the foregoing and that the tenant/occupant has agreed to the foregoing terms and provisions.

**12. 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. When a prospective purchaser is represented by a Real Estate Broker other than RE/MAX Unlimited Northwest it is our policy that, other than at a public open house, we refrain from availing the property to a prospective purchaser without the broker representative being present during the showing. Abiding by this policy further makes clear to the prospective purchaser the agency relationships of each agent and specifically who represents them.

**13. BROKER’S SALES ASSOCIATES:** Seller understands and agrees that other sales associates associated 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 associated with Broker who represents the Buyer, the other sales associate associated with Broker will be acting as a Buyer’s Designated Agent.

**14. 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. Seller consents to Broker’s and Designated Agent’s representation of such other sellers before, during, and after the termination of this Exclusive Right to Sell 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.

**15. 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.

**16. DISCLOSURE:** All inquires about the 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 will be 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 understands that Seller may be held responsible by Buyer for any latent or

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Initial *Designated Agent*

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Initial *Seller*

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Initial *Seller*

hidden, undisclosed defects in the Property which are known to Seller but which are not disclosed to Buyer. Seller shall indemnify, save, defend and hold Broker, Broker's sales associates, and Seller's Designated Agent harmless from all claims, disputes, litigation, judgments and/or costs (including reasonable attorney's fees), whether or not frivolous, arising from any misrepresentations made by Seller, from any incorrect information supplied by Seller, or from any material fact concerning the Property including latent defects which Seller fails to disclose. Further, Seller shall indemnify, save, defend, and hold Broker, Broker's sales associates, and Seller's Designated Agent harmless from any claim, loss, damage, or injury to any person or Property while viewing the Property arising from the condition of Seller's Property.

**17. BROKER LIMITATIONS:** Broker's sole duty is to effectuate a sale of the Property. Broker and Seller's Designated Agent are not charged with the custody of the Property, its management, maintenance, upkeep, or repair. Illinois law allows Brokers to prepare the sales contract using approved preprinted forms, but does not allow Brokers, real estate agents, or sales associates to draft other legal documents required to close the sale. Therefore, the Seller agrees to draft and furnish, or have Seller's attorney draft and furnish all other legal documents necessary to close the sale.

**18. MARKETING AUTHORIZATION:** Seller DOES \_\_\_\_\_/\_\_\_\_\_ DOES NOT \_\_\_\_\_/\_\_\_\_\_ (initial one) authorize Broker to advertise, promote, and market the property which shall include, but is not 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 Broker may subscribe. Further, Seller hereby grants Broker and Broker shall have the right, and Seller acknowledges that Broker may have an obligation under applicable Multiple Listing Service rules and regulations as a condition of placing Seller's Property in such Multiple Listing Service, to release information as to the amount of selling price, type of financing, and number of days to sell the Property to any Multiple Listing Service of which Broker is a member at the time the Property is sold and closed. Photos and marketing materials of the property are the property of the Broker.

**19. REAL ESTATE TAXES:** Seller will provide the most recent ascertainable tax bill and represents that the most recent ascertainable tax bill is for the full year \_\_\_\_\_, the amount of which is \$\_\_\_\_\_, which reflect the following exemptions: (strike inapplicable) [homeowner] [senior] [senior citizen tax freeze] or [none].  
**SPECIAL ASSESSMENTS:** Seller represents that there [check one]  is  is not a proposed or pending unconfirmed special assessment affecting the property not payable by Seller after date of closing. Seller further represents that the following confirmed special assessments are now due or will be due after the date of closing \_\_\_\_\_ in the amount of \$\_\_\_\_\_.

**SPECIAL SERVICE AREA:** Seller represents that the property: [check one]  is  is not located within a Special Service Area, payments for which will not be the obligation of Seller after the date of Closing.

**CONDOMINIUM/HOMEOWNERS' ASSOCIATION(S):** The property and improvements described herein [check one]

are  are not part of a Condominium/Homeowners' Association. If the property is part of Condominium/Homeowners' Association, the contact information for such association is:

Association

Name: \_\_\_\_\_

Managing Agent Name: \_\_\_\_\_ Phone number: \_\_\_\_\_

**ASSOCIATION ASSESSMENTS/FEES:** Seller acknowledges a current Condominium/Homeowners' Association Assessment/Fee of \$\_\_\_\_\_ per \_\_\_\_\_ which includes:

**ADDITIONAL ASSOCIATION ASSESSMENTS/FEES:** Seller further acknowledges additional Assessments/fees (Such as a Master Association Fee) of \$\_\_\_\_\_ per \_\_\_\_\_ which includes:

**20. MULTIPLE OFFER PRESENTATION:** Broker is , is not  authorized to disclose the existence of a competing offer to a potential buyer or their agent in the event of multiple offers.

\_\_\_\_\_  
*Broker/Branch Sales Manager*  
 Initial

\_\_\_\_\_  
*Designated Agent*  
 Initial

\_\_\_\_\_  
*Seller*  
 Initial

\_\_\_\_\_  
*Seller*  
 Initial

**21. SELLER(S) DIRECTION TO PRESENT CONTRACT TO PURCHASE:** With full knowledge and understanding the Seller(s) elect to  permit,  not permit the Buyer’s agent to witness the presentation of the Buyer’s contract to purchase to the Seller(s) by either physical presence or telephonic conference. The Seller(s) further understands that the Buyer’s agent would be excluded from any confidential conversation between the Seller(s) and the Seller(s) agent and the Seller(s) understand that excluding the Buyer’s agent from witnessing the presentation of the contract to purchase could result in the Buyer(s) withdrawing such contract to purchase for consideration by the Seller(s).

**22. EARNEST MONEY:** The earnest money (Earnest Money) shall be held by Broker, as escrowee, in trust for the mutual benefit of the Seller and Buyer in a manner consistent with Illinois State Law. Upon initial closing, or settlement, or upon forfeiture of the sales contract, the Earnest Money shall be applied first to the payment of any expenses incurred by the Broker on Seller’s behalf in the sale, and second to payment of the Broker’s Commission, rendering the surplus, if any, to the 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 as 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’s obligations under this Agreement. There shall be no disbursement of Earnest Money unless Broker, as escrowee, has been provided a written direction and agreement from Seller and Buyer. In anticipation of Closing, the Parties direct Broker, as escrowee, to close the escrow account no sooner than ten (10) business days prior to the anticipated closing date.

**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. This Agreement may be executed in multiple copies and Seller’s signature hereon acknowledges that Seller has received a signed copy.

**24. 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.

**25. INDEMNIFICATION OF BROKER:** Seller 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 condition of this Agreement provided Broker is not at fault.

**26. DISCLAIMER:** Seller acknowledges that Broker and Seller’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. Seller understands that such other professional service providers are available to render advice or services to the Seller, if desired, at Seller’s expense.

**27. COSTS OF THIRD-PARTY SERVICES OR PRODUCTS:** Seller acknowledges and agrees that Seller is solely responsible for the costs of all third-party products or services such as surveys, soil tests, title reports, well and septic tests, etc.

**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 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.

**29. NOTICE:** All notices required under this Agreement shall be in writing and shall be served by one Party on the other Party by personal delivery of such notice or by mailing of such notice to the addresses recited herein by regular mail, by certified mail; certified mail shall be effective on the date of mailing.

**30. 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

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Initial *Broker/Branch Sales Manager*

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Initial *Designated Agent*

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Initial *Seller*

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Initial *Seller*

and integrated into this Agreement. Except as otherwise provided herein, this Agreement may not be terminated or amended prior to its termination date without the express written consent of both parties to this Agreement.

Seller hereby acknowledges receipt of a signed copy within two business days of this Agreement and all attachments, if any. The attachments include the following (HERE LIST ALL ATTACHMENTS):

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

Seller Signature \_\_\_\_\_ Date \_\_\_\_\_

Broker Signature \_\_\_\_\_ Date \_\_\_\_\_

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Initial *Broker/Branch Sales Manager*

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Initial *Designated Agent*

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Initial *Seller*

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Initial *Seller*