



MAINSTREET ORGANIZATION OF REALTORS®
RESIDENTIAL EXCLUSIVE RIGHT TO SELL MARKETING AGREEMENT



BROKERAGE (Print Listing Office Name)

SELLER NAME (Print)

MANAGING BROKER NAME (Print)

SELLER NAME (Print)

DESIGNATED AGENT NAME (Print)

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 Brokerage and Seller, in consideration of their acceptance of the terms hereof and, efforts of Brokerage 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 Brokerage the exclusive right to market, sell, option, or exchange the Property to qualified buyers and to share the Property with participants in the Midwest Real Estate Database, LLC, and/or any other Multiple Listing Service in which Managing 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 BUYER OR LESSEE ON THE BASIS OF RACE, AGE,
COLOR, RELIGION, SEX, ANCESTRY, ORDER OF PROTECTION STATUS, 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. Marketing Price: The price shall be \$ _____

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

5. Seller's Designated Agent: Managing Broker designates and Seller accepts: _____
("Seller's Designated Agent"), a licensee affiliated with Managing Broker, as the only legal agent of Seller to market and sell Seller's Property. Managing Broker reserves the right to appoint additional designated agents for Seller when, in Managing 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 licensee, who is not an agent of the Seller, to conduct 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 Brokerage 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 in the Illinois Real Estate License Act of 2000, as amended, will only be owed to Seller by the Designated Agent. The Managing 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:

Managing Broker Initial _____ Seller Initial _____ Seller Initial

58 Representing more than one party to a transaction presents a conflict of interest, since both clients may rely upon Licensee's
59 advice and the clients' respective interests may be adverse to each other. Licensee will undertake this representation only with the
60 written consent of ALL clients in the transaction. Any agreement between the clients as to a final contract price and other terms is
61 a result of negotiations between the clients acting in their own best interests and on their own behalf. Seller acknowledges that
62 Licensee has explained the implications of dual representation, including the risks involved, and understands that he has been
63 advised to seek independent advice from advisors or attorneys before signing any documents in this transaction.
64

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

- 66 1. Treat all clients honestly.
- 67 2. Provide information about the Property to the buyer or tenant.
- 68 3. Disclose all latent material defects in the Property that are known to Licensee.
- 69 4. Disclose financial qualification of the buyer or tenant to the Seller or landlord.
- 70 5. Explain real estate terms.
- 71 6. Help the buyer or tenant to arrange for Property inspections.
- 72 7. Explain closing costs and procedures.
- 73 8. Help the buyer compare financing alternatives.
- 74 9. Provide information about comparable properties that have sold so both clients may make educated decisions on what
75 price to accept or offer.
76

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

- 78 1. Confidential information that Licensee may know about the clients, without the client's permission.
- 79 2. The price or terms the seller or landlord will take other than the listing price without permission of the seller or landlord.
- 80 3. The price or terms the buyer or tenant is willing to pay without permission of the buyer or tenant.
- 81 4. A recommended or suggested price or terms the buyer or tenant should offer.
- 82 5. A recommended or suggested price or terms the seller or landlord should counter with or accept.
83

84 **If Seller is uncomfortable with this disclosure and dual representation, please let Licensee know. Seller is not required to**
85 **accept this section unless Seller wants to allow the Licensee to proceed as a Dual Agent in this transaction.**
86

87 Yes

88 (_____ / _____)

89 Seller(s) Initials

87 No

87 By checking "Yes" and initialing, Seller acknowledges that Seller has read and understands
88 this section and voluntarily consents to the Licensee acting as a Dual Agent (that is, to
89 representing BOTH the Seller or landlord and the buyer or tenant) should that become
90 necessary.
91

92 **7. Representation of Buyers:** Seller acknowledges that Seller has been informed and understands that as part of Brokerage's real
93 estate business, Brokerage, from time to time, enters into representation agreements with buyers, and, as such, may designate
94 certain of its licensees as exclusive buyers' representatives for the purpose of showing and negotiating the purchase of real estate
95 listed with Brokerage or other real estate brokerage firms.
96

97 **8. Buyer Confidentiality:** Seller understands that Brokerage, Managing Broker and/or Designated Agent may have previously
98 represented a buyer who is interested in Seller's Property. During that representation, Managing Broker and/or Designated Agent
99 may have learned material information about the Buyer that is considered confidential. Under the law, neither Managing Broker
100 nor Designated Agent may disclose any such confidential information to Seller even though the Managing Broker and/or
101 Designated Agent now represent the Seller.
102

103 **9. Managing Broker's Affiliates:** Seller understands and agrees that other licensees affiliated with Brokerage, may represent the
104 actual or prospective buyer of Seller's Property. Further, Seller understands and agrees that if the Property is sold through the
105 efforts of a licensee affiliated with Brokerage that represents the buyer, the other licensee affiliated with Brokerage will be acting
106 as a buyer's representative.
107

108 **10. Consent to Represent Other Sellers:** Seller understands and agrees that Brokerage, Managing Broker and Designated Agent
109 may from time to time represent or assist other sellers who may be interested in selling their property to buyers. The Seller
110 consents to Brokerage, Managing Broker's and Designated Agent's representation of such other sellers before, during, and after
111 the expiration of this Exclusive Marketing Agreement and expressly waives any claims including but not limited to breach of duty
112 or breach of contract based solely upon Brokerage, Managing Broker's or Designated Agent's representation or assistance of other
113 sellers who may be interested in selling their property to buyers.
114
115

_____ *Managing Broker Initial*

_____ *Seller Initial* _____ *Seller Initial*

Property Address: _____

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11. Brokerage Fee: Except as provided hereafter, in consideration of the obligations of the Brokerage, the Seller agrees:

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

(b) To pay Brokerage the commission specified above if Brokerage procures a buyer, if the Property is sold within said time by Seller or any other person, or if the property is sold within _____ days from the expiration date herein to any prospect to whom the said listing information was submitted during the term of this exclusive agreement. However, Seller shall not be obligated to pay said commission if a valid, written listing agreement is entered into during the term of said protection period with another brokerage and the sale of the Property is made during the term of the subsequent listing agreement.
Special Compensation Information: _____

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

13. Virtual Office Website Policy: Brokerage operates a Virtual Office Website ("VOW") for the purpose of marketing properties to consumers on the Internet who have established a brokerage-consumer relationship, as defined by Illinois Real Estate License Act of 2000, as amended, giving the consumer the opportunity to search for active and closed listing data, subject to Brokerage oversight, supervision and accountability. The VOW Policy states that a VOW shall not display listings or property addresses of any seller who has affirmatively directed the brokerage to withhold the seller's listing or property address from display on the Internet. A VOW may allow third parties to write comments or reviews about particular listings or display a hyperlink to such comments or review in immediate conjunction with particular listings or display an automated estimate of the market value of the listing (or hyperlink to such estimate) in immediate conjunction with the listing. The Policy allows Brokerage to disable or discontinue, at Seller's request, either or both of the aforementioned VOW features (display of listing and display of listing address and ability to make comments or display estimate of market value).

WITH REGARD TO THE VOW POLICY, SELLER HEREBY DIRECTS BROKERAGE AS FOLLOWS (Initial all that apply):

(____/____) I do NOT want the Property listing to be displayed on the Internet.

(____/____) I do NOT want the Property address to be displayed on the Internet.

(____/____) I do NOT give permission for comments or reviews on my listing.

(____/____) I do NOT want any automated estimate of value on my listing.

Seller acknowledges that Seller has read and understands the options presented above and that, if Seller has selected the first option, consumers who conduct searches for listings on the Internet will not see information about Seller's Property in response to their search.

14. Title Insurance and Survey: Seller acknowledges that Seller 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. After a sales contract has been signed, arrangements must be made to secure title insurance and schedule the closing. Seller understands that Seller is not required to use any particular title insurance company and that Seller or Seller's attorney may select any qualified licensed company for Seller's title insurance needs. Not less than one (1) business day prior to closing, except where the subject property is a condominium, Seller may be required, at Seller's expense, to furnish a Plat of Survey dated not more than six (6) months prior to the date of closing, prepared by an Illinois registered land surveyor, showing any encroachments, measurements of all lot lines, all easements of record, building set-back lines of record, fences, all building and other improvements on the real estate and distances therefrom to the nearest two lot lines. In addition, the survey to be provided shall be a boundary survey conforming to the requirements of the Illinois Department of Financial and Professional Regulation found at 68 Ill. Adm. Code, Sec. 170.56. The survey shall show all corners staked and flagged or otherwise monumented. The survey shall have the following statement prominently appearing near the professional

____ Managing Broker Initial

____ Seller Initial _____ Seller Initial

Property Address: _____

175 land surveyor seal and signature: "This professional service conforms to the current Illinois minimum standards for a boundary
176 survey. A Mortgage Inspection, as defined, is not a boundary survey, and does not satisfy the necessary requirements."
177

178 With regard to the issuance of title insurance:

179 (____/____) Seller authorizes Brokerage to order title insurance and related services on Seller's behalf through
180 *Seller(s) Initials* _____, an affiliate of Brokerage, for the estimated charges as disclosed in
181 the Federal and State Disclosure Statements provided Seller by Brokerage.

182 (____/____) Seller directs that _____ provide the title insurance
183 *Seller(s) Initials* and related services as stated above.

184 (____/____) Seller or Seller's attorney will make the necessary arrangements for title insurance and any related services.
185 *Seller(s) Initials*

186
187 **15. Fixtures and Personal Property:** All of the fixtures and personal property stated herein are owned by Seller and, to the best
188 of Seller's knowledge, are in operating condition unless otherwise noted. Seller agrees to transfer to Buyer all fixtures, all heating,
189 electrical, and plumbing systems together with the following items of personal property by Bill of Sale (Check or enumerate
190 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 | | |

199 **Other items included:** _____

200 **Items NOT included:** _____

201 Unless otherwise agreed to in writing by Seller and Buyer, Seller shall warrant to Buyer that all fixtures, systems and personal
202 property included in this Agreement shall be in operating condition at possession, except: _____
203 _____

204
205 A system or item shall be deemed to be in operating condition if it performs the function for which it is intended, regardless of age,
206 and does not constitute a threat to health or safety.

207
208 **16. Home Warranty:** Seller shall agree to provide to Buyer a limited home warranty program from _____
209 _____ at a charge of \$ _____. Seller acknowledges that a
210 home warranty program is a limited warranty with a deductible. (STRIKE THROUGH IF NOT OFFERED.)

211
212 **17. Disclosure:** All inquiries about this Property made directly to Seller shall be immediately referred to Managing Broker and/or
213 Seller's Designated Agent. Seller understands that the information which Seller provides to Seller's Designated Agent as
214 marketing information will be used to advertise Seller's Property to the public and submitted to the Multiple Listing Service. It is
215 essential that this information be accurate and truthful. Seller agrees to comply with the provisions of the Illinois Residential Real
216 Property Disclosure Act, the Illinois Radon Awareness Act and, if applicable, the Federal Lead Based Paint Disclosure
217 Regulations. Seller shall complete the applicable disclosure document(s) in a timely manner, shall not knowingly provide false or
218 inaccurate information therein, and shall comply with all local government ordinances. Although Seller is marketing Seller's
219 Property in its present physical condition, Seller understands that Seller may be held responsible by a buyer for any latent or
220 hidden, undisclosed defects in the Property which are known to Seller but which are not disclosed to buyer. Seller shall indemnify,
221 save, defend and hold Brokerage, Managing Broker, and Seller's Designated Agent harmless from all claims, disputes, litigation,
222 judgments and/or costs (including reasonable attorney's fees), whether or not frivolous, arising from any misrepresentations made
223 by the Seller, from any incorrect information supplied by the Seller, or from any material fact concerning the Property including
224 latent defects which the Seller fails to disclose. Further, Seller shall indemnify, save, defend, and hold Brokerage, Managing
225 Broker, and Seller's Designated Agent harmless from any claim, loss, damage, or injury to any person or Property while viewing
226 the Property arising from the condition of Seller's Property.

227
228 **18. Limitations:** The sole duty of the Brokerage is to affect a sale of the Property. The Brokerage, Managing Broker, Seller's
229 Designated Agent, members of the Multiple Listing Service(s) to which the Managing Broker belongs, and the Mainstreet
230 Organization of REALTORS® are not charged with the custody of the Property, its management, maintenance, upkeep, or repair.
231 Illinois law allows licensees to prepare the sales contract using approved preprinted forms, but does not allow licensees to draft
232 other legal documents required to close the sale. Therefore, the Seller agrees to draft and furnish, or have Seller's attorney draft
233 and furnish all other legal documents necessary to close the sale.
234

Managing Broker Initial

Seller Initial _____ Seller Initial

Property Address: _____

235 **19. Minimum Standards:** Illinois Real Estate License Act of 2000, as amended, provides that all exclusive brokerage agreements
236 must specify that the sponsoring broker, through one or more sponsored licensees, must provide at a minimum, the following
237 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
238 property the client seeks to purchase or lease; (2) assist the client in developing, communicating, negotiating, and presenting
239 offers, counter offers, and notices that relate to the offers and counteroffers until a lease or purchase agreement is signed and all
240 contingencies are satisfied or waived; and (3) answer the client's questions relating to the offers, counter-offers, notices, and
241 contingencies.

242
243 **20. Marketing Authorization:** Brokerage is authorized to advertise, promote, and market the Property which shall include, but
244 not be limited to, in Managing Broker's sole discretion, the display of signs, placement of the Property in any Multiple Listing
245 Service in which Managing Broker is a participant, and promotion of the Property through any electronic medium and/or on any
246 Internet Website to which the Brokerage, Managing Broker and/or Designated Agent may subscribe. Brokerage is authorized to
247 affix a keybox to the Property, and provided the owner is absent, any MLS participant or subscriber associated with the Multiple
248 Listing Service(s), whether acting as a buyer's representative or otherwise, shall have the right, through use of said keybox, to
249 show the Property at any reasonable time. It is not a requirement of the Multiple Listing Service or Brokerage that a Seller allow
250 use of a keybox. Seller acknowledges that neither listing nor selling brokerage, the Mainstreet Organization of REALTORS®, nor
251 any Multiple Listing Service is an insurer against the loss of Seller's personal property. Seller is advised to safeguard or remove
252 valuables now located on said Property. Seller is further advised to verify the existence of said valuables and obtain personal
253 property insurance through Seller's insurance agent. Further, Seller hereby grants Brokerage and Brokerage shall have the right,
254 and Seller acknowledges that Managing Broker may have an obligation under applicable Multiple Listing Service rules and
255 regulations as a condition of placing Seller's Property in such Multiple Listing Service, to release information as to the amount of
256 selling price, type of financing, and number of days to sell the Property to any Multiple Listing Service of which Managing Broker
257 is a member at the time the Property is sold and closed.

258
259 **21. Taxes and Assessments:** All taxes and all usually prorated expenses shall be prorated pursuant to the terms of the sales
260 contract. Seller shall disclose any assessments or special taxes for improvements or lien for improvements, either of record or in
261 process, applicable to the Property marketed herein, and should the Seller receive any notice thereof, Seller agrees to notify the
262 Managing Broker or Designated Agent immediately.

263
264 (a) SPECIAL ASSESSMENTS: **Seller represents that there: (check one)** is is not a proposed or pending unconfirmed
265 special assessment affecting the property not payable by Seller after the date of closing. Seller further represents that the following
266 confirmed special assessments are not due or will be due after the date of closing in the amount of \$ _____.

267
268 (b) SPECIAL SERVICE AREA: **Seller represents that the property: (check one)** is is not located within a Special
269 Service Area, payments for which will not be the obligation of Seller after the date of Closing.

270
271 (c) CONDOMINIUM OR HOMEOWNERS' ASSOCIATION(S): **The property and improvements described herein (check**
272 **one)** are are not part of a Condominium or Homeowners' Association. If the property is part of a Condominium or
273 Homeowners' Association, the contract information for such association is:

274
275 Association Name: _____ Phone Number: _____
276 Management Company Name: _____ Phone Number: _____

277
278 (d) ASSOCIATION ASSESSMENTS/FEES: Seller acknowledges a current Condominium or Homeowners' Association
279 Assessment/Fee of \$ _____ per _____ which includes: _____
280 _____
281 _____

282
283 (e) ADDITIONAL ASSOCIATION ASSESSMENTS/FEES: Seller further acknowledges additional assessments/fees (such as a
284 Master Association Fee) of \$ _____ per _____ which includes: _____
285 _____
286 _____

287
288 **22. Earnest Money:** **The Earnest Money shall be held by the Brokerage, in trust for the mutual benefit**
289 **of the Parties in a manner consistent with Illinois State Law. Upon initial closing, or settlement, or**
290 **upon breach of Contract, the Earnest Money shall be applied first to the payment of any expenses**
291 **incurred by the Brokerage on Seller's behalf in the sale, and second to payment of the Brokerage sales**
292 **commission, rendering the surplus, if any, to the Seller. If a dispute arises between Seller and Buyer**
293 **as to whether a default has occurred, Brokerage shall hold the Earnest Money and pay it out as agreed**

_____ *Managing Broker Initial* _____ *Seller Initial* _____ *Seller Initial*

Property Address: _____

294 **in writing by Seller and Buyer or as directed by a court of competent jurisdiction. In the event of**
295 **such dispute, Seller agrees that Brokerage may deposit the funds with the clerk of the Circuit Court by**
296 **an action in the nature of interpleader. Seller agrees Brokerage may be reimbursed from the Earnest**
297 **Money for all costs, including reasonable attorney's fees, related to the filing of the interpleader and**
298 **hereby agrees to indemnify and hold Brokerage harmless from any and all claims and demands,**
299 **including the payment of reasonable attorney's fees, costs, and expenses arising out of such default,**
300 **claims, and demands. If Seller defaults, Earnest Money, at the option of Buyer, shall be refunded to**
301 **Buyer, but such refunding shall not release Seller from the obligation of this Marketing Agreement.**
302 **There shall be no disbursement of Earnest Money unless Escrowee has been provided written**
303 **agreement from Seller and Buyer. In anticipation of closing, the parties shall direct Escrowee to close**
304 **the account no sooner than ten (10) business days prior to the anticipated closing date.**

305
306 **23. Amendments:** Should it be necessary to amend or modify this Agreement, facsimile signatures of all parties to this Marketing
307 Agreement are accepted as original signatures. This Agreement may be executed in multiple copies and Seller's signature hereon
308 acknowledges that Seller has received a signed copy.

309
310 **24. Mediation:** Any controversy or claim arising out of or relating to this Agreement or the breach thereof shall be mediated in
311 accordance with rules then pertaining of the American Arbitration Association.

312
313 **25. Indemnification:** Seller agrees to indemnify Brokerage, Managing Broker and Designated Agent to save, defend, and hold
314 them harmless on account of any and all loss, damage, cost, or expense (including reasonable attorney's fees) incurred by them
315 arising out of this Agreement, or in the collection of fees or commissions due Brokerage pursuant to the terms and conditions of
316 this Agreement, provided Brokerage is not found to be at fault.

317
318 **26. Disclaimer:** Seller acknowledges that Brokerage, Managing Broker and Seller's Designated Agent are acting solely as real
319 estate professionals, and not as attorney, tax advisor, surveyor, structural engineer, home inspector, environmental consultant,
320 architect, contractor, or other professional service provider. Seller understands that such other professional service providers are
321 available to render advice or services to the Seller, if desired, at Seller's expense.

322
323 **27. Costs of Third-Party Services or Products:** Seller is responsible for the costs of all third-party products or services such as
324 surveys, soil tests, title reports, well and septic tests, etc.

325
326 **28. Lease of Property:** Although the purpose of this Agreement is to bring about a sale, option, or exchange of the Property,
327 Seller agrees to pay Brokerage a leasing commission of _____ if the Property is leased within the marketing
328 period. If the tenant to whom the Property is leased later purchases the Property, Seller agrees to pay Brokerage a sales
329 commission of _____ on the full sale price.

330
331 **29. Severability:** In case any one or more provisions of this Agreement shall, for any reason, be held to be invalid, illegal, or
332 unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this
333 Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

334
335 **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
336 multiple-person Party shall be sufficient notice to all. Notice shall be given in the following manner:

- 337 (a) By personal delivery of such notice; or
338 (b) By mailing of such notice to the addresses recited herein by regular mail and by certified mail, return receipt requested.
339 Except as otherwise provided herein, notice served by certified mail shall be effective on the date of mailing; or
340 (c) By sending facsimile transmission. Notice shall be effective as of date and time of facsimile transmission, provided that
341 the notice transmitted shall be sent on business days during business hours (8:00 A.M. to 6:00 P.M. Chicago Time). In
342 the event fax notice is transmitted during non-business hours, the effective date and time of notice is the first hour of the
343 first business day after transmission; or
344 (d) By sending e-mail transmission. Notice shall be effective as of date and time of e-mail transmission, provided that the
345 notice transmitted shall be sent on business days during business hours (8:00 A.M. to 6:00 P.M. Chicago Time), and
346 provided further that the **recipient provides written acknowledgment to the sender** of receipt of the transmission (by e-
347 mail, facsimile, or by regular mail). In the event e-mail notice is transmitted during non-business hours, the effective date
348 and time of notice is the first hour of the first business day after transmission; or
349 (e) By commercial overnight delivery (e.g., FedEx). Such Notice shall be effective on the next Business Day following
350 deposit with the overnight delivery company.

351 _____ *Managing Broker Initial*

_____ *Seller Initial* _____ *Seller Initial*

Property Address: _____

352 **31. Entire Agreement:** This Agreement constitutes the complete understanding and entire agreement between the parties relating
353 to the subject thereof, and any prior agreements pertaining thereto, whether oral or written, have been merged and integrated into
354 this Agreement. This Agreement may not be terminated or amended prior to its termination date without the express written
355 consent of both parties to this Agreement.
356

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

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

362
363
364 _____
365 MANAGING BROKER (Print)

_____ SELLER (Signature)

366
367 _____
368 MANAGING BROKER (Signature)

_____ SELLER (Signature)

369
370 _____
371 DATE

_____ CURRENT MAILING ADDRESS (Required)

372
373 _____
374 DESIGNATED AGENT (Signature)

375
376 _____
377 DATE

_____ DATE

378
379 _____
380 OFFICE ADDRESS

381
382 _____

_____ PHONE FAX

383
384
385 _____
386 DESIGNATED AGENT PHONE FAX

_____ E-MAIL ADDRESS

387
388 _____
389 OFFICE PHONE

390
391 _____
E-MAIL ADDRESS

_____ Managing Broker Initial

_____ Seller Initial _____ Seller Initial

Property Address: _____