



CHICAGO ASSOCIATION OF REALTORS®/MLS
EXCLUSIVE LISTING AGREEMENT
(hereinafter referred to as the "Agreement")



ADDRESS:

1 TO: _____
2 In consideration of the following agreements and of Broker's efforts to procure an acquiring party for the property (together with its undivided interest in the common elements, and
3 accumulated reserves if a condominium), and improvements described below, I/we, the undersigned Seller(s) (hereinafter referred to as "Seller") appoint you, the Broker (hereinafter
4 referred to as "Broker"), the exclusive right to sell (or, at Seller's direction, exchange, lease or grant an option to purchase) the property at a purchase price (or other applicable
5 consideration) of \$ _____ (which may be changed from time to time) from the date of this Agreement until 11:59 P.M. on _____, 200____, at which
6 time the Agreement shall automatically terminate. From the date of your acceptance of any offer to purchase the property, unless such offer to purchase is subject to the continual
7 marketing of the property, Broker shall have no further obligation to market, advertise for sale or show your property. However, the Agreement may be cancelled on or after _____
8 (date) by thirty (30) days advance written notice of either party to the other provided that Broker has not yet procured an acquiring party for the property.
9 FUTURE AND PERSONAL PROPERTY. Seller agrees to transfer to Purchaser by a Bill of Sale, all heating, electrical, and plumbing systems together with the following:
10 (check or enumerate applicable items):
11 _____ Washer _____ Central air conditioner _____ Electronic garage door(s) _____
12 _____ TV, Antenna _____ Window air conditioner _____ with _____ remote unit(s) _____
13 _____ Refrigerator _____ Dryer _____ Electronic air filter _____ Ceiling fan _____
14 _____ Oven/Range _____ Stump pump _____ Fireplace screen and equipment _____ Existing storms & screens _____
15 _____ Central humidifier _____ Fireplace gas log _____ Water softener (if not rental) _____ All planted vegetation _____
16 _____ Microwave _____ Firewood _____ Wall to wall carpeting, if any _____ Attached book cases and _____
17 _____ Dishwasher _____ Outdoor Shed _____ Built-in or attached shelving _____
18 _____ Garbage disposal _____ Radiator covers _____ Security system (if not leased) _____
19 _____ Trash compactor _____ Smoke and carbon monoxide detectors _____
20 Home warranty (attached hereto, as may or may not be assignable) _____
21 Other items included: _____
22 Items excluded: _____
23 Address: _____ IL Zip Code _____ Unit # _____
24 City: _____

25 POSSESSION. Seller shall surrender possession and remove all debris and Seller's personal property not conveyed to Purchaser no later than _____
26 Broker(s) and Seller(s) hereby agree that _____ sales associate(s) affiliated with Broker, is (are) being named as Seller's exclusive
27 designated legal agent(s) under Seller's Exclusive Listing Agreement with Broker. Seller(s) understands and agrees that the Seller's Designated Agent(s) (hereinafter sometimes
28 referred to as "licensee") will be Seller's exclusive legal agent pursuant to the Exclusive Listing Agreement with Broker and Broker will be free to enter into agreements with
29 prospective buyers as legal agents of those buyers. Seller(s) also understands and agrees that neither Broker nor other sales associates affiliated with Broker will be acting as
30 legal agents of the Seller(s).
31 Broker, through one or more Licensees, must provide to Seller, at a minimum, the following services:
32 1. Accept delivery of and present to Seller offers and counteroffers to buy, sell, or lease Seller's property.
33 2. Assist Seller in developing, communicating, negotiating, and presenting offers, counteroffers, and notices that relate to the offers and counteroffers until a lease or
34 purchase agreement is signed and all contingencies are satisfied or waived; and
35 3. Answer Seller's questions relating to the offers, counteroffers, notices, and contingencies.

36 SELLER AGREES.
37 To cooperate fully with Broker (and Seller's Designated Agent) and refer all inquiries to Broker (and Seller's Designated Agent), to allow inspection of property and entry
38 at convenient times by Broker and/or cooperating Brokers whether alone or accompanied by Broker, for the purpose of showing it to prospective Purchasers, to conduct all
39 negotiations through Broker, to pay to Broker \$ _____ for Broker's advertising and marketing costs, to pay Broker a commission or compensation in the amount
40 of _____ in the event Broker produces a Purchaser ready, willing and able to purchase the premises on the terms herein provided, or
41 if the property is sold, gifted, exchanged, optioned (and such option is exercised before or subsequent to the termination of this agreement), a joint venture is contracted,
42 or the property is exchanged through or as a result of Broker's service and efforts, or Seller's, or any other person or persons during the period of this agreement, or if the
43 property is sold, gifted, optioned, joint ventured, or exchanged within one hundred eighty (180) days after termination of this agreement to any person to whom the property
44 was submitted during the term of this agreement, provided however, if the property is residential property of four units or less and if a valid, bona fide, written listing
45 agreement is entered into with another licensed real estate broker during such period, no commission or compensation shall be due and owing pursuant to the terms of this
46 agreement. For property which is not residential property of four units or less, if the property is listed with another broker during such period, Seller shall be liable for only
47 one commission, the allocation thereof to be determined by the brokers.

48 DUAL REPRESENTATION:
49 Broker and Licensee may undertake a dual representation (represent both the seller or landlord and the buyer or tenant) to sell, exchange, lease, or grant an option to
50 purchase your property or properties they may show you. The undersigned acknowledge they were informed of the possibility of this type of representation. Before signing
51 this document, please read the following:
52 Representing more than one party to a transaction presents a conflict of interest since both clients may rely upon Licensee's advice and the client's respective interests may
53 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
54 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. You acknowledge that
55 Licensee has explained the implications of dual representation, including the risks involved, and understand that you have been advised to seek independent advice from
56 your advisors or attorneys before signing any documents in this transaction.

57 WHAT A LICENSEE CAN DO FOR CLIENTS WHEN ACTING AS A DUAL AGENT.
58 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 the
59 licensee. 4. Explain 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
60 inspections. 7. Explain closing costs and procedures. 8. Help the buyer compare financing alternatives. 9. Provide information about comparable properties that have sold so
61 both clients may make educated decisions on what price to accept or offer.

62 WHAT A LICENSEE CANNOT DISCLOSE TO CLIENTS WHEN ACTING AS A DUAL AGENT:
63 1. Confidential information that the Licensee may know about the clients, without that client's permission. 2. The price the seller or landlord will take other than the listing
64 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
65 price the buyer or tenant should offer. 5. A recommended or suggested price the seller or landlord should counter with or accept.
66 If either client is uncomfortable with this disclosure and dual representation, please let Licensee know. You are not required to accept this section unless you want to allow
67 the Licensee to proceed as a Dual Agent in this transaction.

68 Seller acknowledges having read the foregoing provisions regarding the issue of Agency and Representation as defined under Illinois license Law. By checking "yes", initialing
69 below, and signing this Agreement, you acknowledge that you have read and understand this language and voluntarily consent to the Licensee acting as a Dual Agent (that is, to
70 represent BOTH the Seller or landlord and the Buyer or tenant) should that become necessary. Yes _____ No (check one) _____ (initials)
71 In the event the property is leased during the term of this agreement, Seller agrees to pay Broker a rental commission of _____ plus expenses. In the event the
72 property is purchased by the lessee, or an option to purchase is granted to lessee which is then exercised by lessee, then in addition to a rental commission, the sales commission
73 or compensation shall be paid to Broker as set forth above.

74 ADDITIONAL TERMS OR INFORMATION. Seller hereby represents the following information to be true and correct:
75 a) Real Estate tax for 200 _____ is \$ _____ Homeowner's Exemption: _____ Yes / _____ No
Senior Citizen's Exemption: _____ Yes / _____ No

76 b) Current monthly assessment \$ _____ includes _____ % Waiver of Right of First Refusal necessary _____ Yes / _____ No.
77 c) Percentage of interest in common elements is _____, Seller shall keep listing Broker informed of all Board of Directors/Managers actions. Seller shall
78 d) Seller is _____ is not (check one) aware of a proposed special assessment. Seller shall keep listing Broker informed of all Board of Directors/Managers actions. Seller shall
79 e) If applicable, the amount of special assessment is \$ _____ with a remaining balance due of \$ _____.
80 f) The lot size is approximately _____ If condo, approximate square feet _____.
81 g) Heating Cost Information: \$ _____/Month \$ _____/Year.
82 h) Additional Information: _____ If this property is new construction, the following information is required:
R Factor _____ Thickness _____
Exterior Walls _____ Interior Walls _____ Ceiling _____

83 i) If income or commercial property, Seller shall provide Broker with accurate copies of all leases, income and expense statements, a rent roll, existing environmental reports
84 and relevant information necessary to market the property within fourteen (14) days after the date of the Agreement.
85 j) For residential properties located within the City of Chicago, local ordinances require that all properties must have smoke and carbon monoxide detectors present and in
86 working condition. Seller agrees to comply with such ordinances. In addition, Seller must provide Broker with a Zoning Certificate (if applicable) and lead paint disclosure
87 form completed within five (5) days after the date of the Agreement.
88 THIS AGREEMENT IS SUBJECT TO THE PROVISIONS APPEARING ON PAGES THREE AND FOUR HEREOF.

89 DATED: _____
90 SELLER: _____ ADDRESS: _____ (City) _____ (State) _____ (Zip Code)
Type or Print Name
91 Telephone: Home _____ Work _____ Facsimile _____ E-Mail _____
Type or Print Name Work Facsimile E-Mail

92 SELLER: _____ ADDRESS: _____ (City) _____ (State) _____ (Zip Code)
Signature of Seller
93 SSN of SELLER _____
94 OFFICE IDENTIFICATION NUMBER _____

95 SELLER: _____ ADDRESS: _____ (City) _____ (State) _____ (Zip Code)
Facsimile _____ E-Mail _____
96 Telephone: Home _____ Work _____ Facsimile _____ E-Mail _____
Type or Print Name Work Facsimile E-Mail

97 SELLER: _____ ADDRESS: _____ (City) _____ (State) _____ (Zip Code)
Signature of Seller
98 SSN of SELLER _____
99 OFFICE IDENTIFICATION NUMBER _____

100 OFFICE IDENTIFICATION NUMBER _____
101 OFFICE IDENTIFICATION NUMBER _____
102 OFFICE IDENTIFICATION NUMBER _____
103 OFFICE IDENTIFICATION NUMBER _____
104 OFFICE IDENTIFICATION NUMBER _____
105 OFFICE IDENTIFICATION NUMBER _____
106 OFFICE IDENTIFICATION NUMBER _____

107 PROVISIONS:

- 108 1. **Broker's sole duty is to use Broker's best efforts to effect a sale, exchange, lease, or option of the property, and Broker is not charged with the custody of the property, its management, maintenance, upkeep or repair.**
- 109 2. **The parties agree that any dispute, controversy, or claim arising out of or relating to this exclusive listing agreement, or any breach thereof by either party, shall be resolved by arbitration in accordance with the Code of Ethics and Arbitration Manual of the National Association of REALTORS, as amended**
- 110 3. **from time to time, through the facility of the Chicago Association of REALTORS. The parties agree to be bound by any award rendered by any professional**
- 111 4. **standards arbitration hearing panel of the Chicago Association of REALTORS and further agree that judgment upon any award rendered by a professional**
- 112 5. **standards arbitration hearing panel of the Chicago Association of REALTORS may be entered in any court having jurisdiction thereof. The parties agree to**
- 113 6. **execute any arbitration agreements and documents as may be required by the Chicago Association of REALTORS to facilitate any arbitration.**
- 114 7. **Seller shall comply with the Real Estate Settlement Procedures Act of 1974, if applicable, and furnish all information required for compliance therewith,**
- 115 8. **and, if applicable, Seller agrees to comply with the Residential Real Property Disclosure Act.**
- 116 9. **If the property is other than a condominium or a cooperative, then prior to closing, Seller shall furnish a survey by a licensed land surveyor dated not**
- 117 10. **more than six (6) months prior to date of closing of Real Estate Sale Contract showing the present location of all improvements. If Purchaser or Purchaser's**
- 118 11. **mortgagee desires a more recent or extensive survey, same shall be obtained at Purchaser's expense. If the property is a condominium, then no later than 15**
- 119 12. **days from the date hereof Seller shall furnish to Broker a complete set of condominium documents, to include declaration, bylaws, and if available, a survey;**
- 120 13. **If the property is a cooperative, then, no later than 15 days from the date hereof Seller shall furnish to broker a complete set of cooperative documents, to**
- 121 14. **include the proprietary lease or trust agreement, the bylaws, and if available, a survey.**
- 122 15. **In the event the property is a townhouse or condominium and dependent upon the condominium association's governing documents, either upon**
- 123 16. **execution of this multiple listing agreement or upon acceptance of an offer to Purchaser by Seller, Seller shall promptly notify the appropriate representative**
- 124 17. **of the condominium association or any affiliated organization of the contemplated transaction. Seller shall furnish Purchaser a statement from an authorized**
- 125 18. **officer or agent of the condominium association certifying payment of assessments for condominium common expenses, and if applicable, proof of waiver**
- 126 19. **or termination of any right of refusal or general option contained in the declaration of condominium together with any other documents required by the**
- 127 20. **declaration of condominium or its bylaws as a precondition to the transfer of ownership. At time of closing Seller shall deliver to the Purchaser all appropriate**
- 128 21. **documents properly endorsed and a survey or plat of the condominium unit showing the location of all improvements of such unit and further showing any**
- 129 22. **parking spaces or garages that will be conveyed. Seller shall comply with all of the conditions and stipulations of the Illinois Condominium Property Act, as**
- 130 23. **amended, as may be applicable.**
- 131 24. **Seller shall furnish an owner's title insurance policy in the amount of the purchase price showing good and merchantable title, and execute and deliver,**
- 132 25. **or cause to be executed and delivered to Purchaser a proper instrument of conveyance.**
- 133 26. **Seller hereby indemnifies and holds Broker and Broker's agents harmless, from any and all claims, disputes, litigation, judgments, costs and legal fees**
- 134 27. **from the defense of same, including reasonable attorneys fees and costs, arising from the misrepresentations by the Seller or other incorrect information**
- 135 28. **supplied by the Seller to Broker or any third party.**
- 136 29. **Where applicable, the singular form shall include the plural, and the masculine form shall include the feminine and neuter.**
- 137 30. **This agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the parties hereto.**
- 138 31. **Seller warrants his authority to execute this agreement and to deal with and on behalf of the said property as herein provided.**
- 139 32. **If a dispute arises between Seller and Purchaser as to whether a default had occurred, Broker shall hold the earnest money and pay it out as agreed in**
- 140 33. **writing by Seller and Purchaser or as directed by a court of competent jurisdiction. In the event of such dispute Seller agrees that Broker may deposit the**
- 141 34. **funds with the Clerk of the Circuit Court by the filing of an action in the nature of an Interpleader. The Seller agrees that Broker may be reimbursed from**
- 142 35. **the earnest money for all costs, including reasonable attorneys' fees and court costs, related to the filing of the Interpleader and hereby agrees to Indemnify**
- 143 36. **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**
- 144 37. **default claims and demands. If Seller defaults, earnest money, at option of Purchaser and upon written direction by Seller and Purchaser or as directed**
- 145 38. **by a Court of competent jurisdiction, shall be refunded to Purchaser, but such refunding shall not release Seller from the obligation of this agreement.**
- 146 39. **Notwithstanding anything herein to the contrary, disbursement of earnest money shall be in accordance with the Real Estate License Act, as amended.**
- 147 40. **Seller understands and agrees that Broker may from time to time represent or assist other sellers who may be interested in selling property to buyers**
- 148 41. **with whom Broker has a buyer agency contract or with whom Broker is working as a customer. The Seller consents to Broker's representation of such other**
- 149 42. **sellers before, during and after the expiration of this Exclusive Listing Agreement and expressly waives any claims, including, but not limited to, breach**
- 150 43. **of fiduciary duty or breach of contract, based solely upon Broker's representation or assistance of other sellers who may be interested in selling property to**
- 151 44. **buyers with whom Broker has a buyer agency contract or with whom Broker is working as a customer.**
- 152 45. **Broker is hereby authorized to promote and advertise said property, including the display of signs, as Broker deems appropriate, to place the property**
- 153 46. **in any multiple listing service in which Broker participates, to promote the property on any Internet homepage and/or any other advertising medium to which**
- 154 47. **Broker may subscribe and to release information as to the amount of the selling price, type of financing, and number of days to sell this property to any**
- 155 48. **multiple listing service in which Broker participates at the time a contract is executed. Broker is authorized to share Broker's compensation or commission**
- 156 49. **with all cooperating Brokers regardless of any cooperating Broker's agency relationship to Seller. Broker or the Buyer.**
- 157 50. **In the event this Agreement is cancelled by Seller pursuant to its right to do so as previously described within this Agreement, unless mutually agreed to**
- 158 51. **in writing by Broker and Seller, Seller shall pay to Broker, upon written demand by Broker within four (4) business days of written demand, reimbursement**
- 159 52. **of Broker's out-of-pocket expenses, including but not limited to: marketing, advertising, office expenses, Multiple Listing Service (MLS) fees, printing,**
- 160 53. **attorneys' fees and court costs. The amount of Broker's out-of-pocket expenses shall be determined solely by Broker. In cases of the Seller's breach of this**
- 161 54. **Agreement, Seller shall pay to Broker the commission or compensation previously described within this Agreement payable on the full price previously listed**
- 162 55. **within this Agreement to compensate Broker for his or her time, expenses and services involved in marketing the property.**
- 163 56. **No amendment or alteration with respect to the amount of commission or time of payment of commission shall be valid or binding unless made in**
- 164 57. **writing and signed by the parties hereto.**
- 165 58. **Broker's commission is to be paid at time of execution and delivery of deed, option, lease, joint venture agreement, or installment agreement for deed,**
- 166 59. **whichever occurs sooner, and Broker is authorized to deduct the commission and expenses from the earnest money deposit at such time.**
- 167 60. **BROKER IS AUTHORIZED TO ACCEPT AN EARNEST MONEY DEPOSIT FROM PURCHASER. IF PURCHASER DEFAULTS AND**
- 168 61. **SELLER DECLARES A FORFEITURE OF THE EARNEST MONEY, THE EARNEST MONEY SHALL BE APPLIED FIRST TO PAYMENT OF**
- 169 62. **BROKER'S COMMISSION AND ANY EXPENSES INCURRED, AND THE BALANCE PAID TO SELLER, EXCEPT AS OTHERWISE STATED IN**
- 170 63. **PARAGRAPH 10 OF THE PROVISIONS OF THIS AGREEMENT.**
- 171 64. **IT IS ILLEGAL FOR EITHER THE SELLER OR THE BROKER TO REFUSE TO DISPLAY OR TO SELL TO ANY PERSON BECAUSE OF ONE'S**
- 172 65. **MEMBERSHIP IN A PROTECTED CLASS, E.G.: RACE, COLOR, RELIGION, NATIONAL ORIGIN, SEX, ANCESTRY, AGE, MARITAL STATUS,**
- 173 66. **PHYSICAL OR MENTAL HANDICAP, FAMILIAL STATUS, OR ANY OTHER CLASS PROTECTED BY ARTICLE 3 OF THE ILLINOIS HUMAN RIGHTS**
- 174 67. **ACT. SELLER AND BROKER ACKNOWLEDGE THAT THEY SHALL ALSO BE BOUND BY THE PROVISIONS OF STATE AND LOCAL (CITY AND/OR**
- 175 68. **COUNTY) HUMAN RIGHTS OR FAIR HOUSING ORDINANCES IF ANY AND AGREE TO COMPLY WITH SAME.**
- 176 69. **Seller hereby authorizes Broker and its agent to place an electronic or combination lock box on the above property in accordance with the terms and**
- 177 70. **conditions previously described within this Agreement for the purpose of keeping a key to the property for access by cooperating real estate agents. Seller shall**
- 178 71. **hold Broker, its agents, and any Multiple Listing Service of which Broker is a participant harmless from any and all liability, claims, judgments, obligations,**
- 179 72. **or demands against Broker and/or agent as a result of Seller's authorization to use a "Lock Box," including, but not limited to, any and all liabilities and costs,**
- 180 73. **including reasonable attorney fees incurred by Broker and/or agents as a result of this authorization, except for criminal or gross negligence on the part of**
- 181 74. **the Broker and/or agents. Seller has been advised by the Listing Broker on the safeguarding or removal of valuables now located within said premises and**
- 182 75. **the need to obtain personal property insurance through the Seller's insurance company. If the property is leased, Seller acknowledges that he has in fact**
- 183 76. **notified and advised the tenant/occupant of the foregoing and that the tenant/occupant agrees to the foregoing terms and provisions.**
- 184 77.
- 185 78.