

KANKAKEE-IROQUOIS-FORD ASSOCIATION OF REALTORS®, INC.
EXCLUSIVE RIGHT TO SELL CONTRACT

BROKERAGE COMPANY (Name and Address):

SELLER(s) (Name and Address):

Seller represents and warrants that title to the property is in the name of _____ and Seller has the authority to sell the Property.

1. Property: This agreement is between the above-mentioned "Broker" and "Seller," in consideration of their acceptance of the terms hereof and, of Broker's efforts to advertise, market, promote, and sell the real estate commonly known as

Address: _____

Unit No: _____, City: _____

County: _____, State: _____, Zip Code: _____

Property Index No.: _____, hereinafter referred to as "Property."

2. Term and Conditions: The term of this Agreement begins 12:01 A.M. Month: _____ Day: _____ Year: _____ and terminates 11:59 P.M. Month: _____ Day: _____ Year: _____ ("marketing period"). **Seller gives to Broker the exclusive right to market, sell, option, or exchange the Property to qualified purchasers and to share the Property with participants in the Multiple Listing Service in which the Broker is a Participant. Seller agrees during the listing contract not to sell on own.**

(_____/_____) **THE PARTIES UNDERSTAND AND AGREE THAT IT IS ILLEGAL FOR EITHER OF THEM TO REFUSE (Seller's) Initials TO DISPLAY OR SELL SELLER'S PROPERTY TO ANY PERSON ON THE BASIS OF RACE, AGE, COLOR, RELIGION, SEX, ANCESTRY, ORDER OF PROTECTION STATUS, MARITAL STATUS, PHYSICAL OR MENTAL HANDICAP, MILITARY STATUS, SEXUAL ORIENTATION, UNFAVORABLE DISCHARGE FROM MILITARY SERVICE, FAMILIAL STATUS, NATIONAL ORIGIN, OR ANY OTHER CLASS PROTECTED BY ARTICLE 3 OF THE ILLINOIS HUMAN RIGHTS ACT. THE PARTIES AGREE TO COMPLY WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL FAIR HOUSING LAWS.**

3. Marketing Price: The price shall be \$ _____

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

5. Seller's Designated Agent: Broker designates and Seller accepts _____ ("Seller's Designated Agent"), a sales associate affiliated with Broker, as the only legal agent of Seller to market and sell Seller's Property. Broker reserves the right to appoint additional designated agents for Seller when, in Broker's discretion, it is necessary. If additional designated agents are appointed, Seller shall be informed in writing within a reasonable time of such appointment. Seller authorizes Seller's Designated Agent, from time to time, to allow another sales associate, who is not an agent of the Seller, to sit an open house of Seller's Property or provide similar support to Designated Agent in the marketing of Seller's Property. Seller understands and agrees that this Agreement is a contract for Broker to market and sell Seller's Property and that Seller's Designated Agent is the only legal agent of Seller. Seller's Designated Agent will be primarily responsible for the direct marketing and sale of Seller's Property. The fiduciary duties owed to Seller will only be owed to Seller by the Designated Agent. Broker will have no fiduciary relationship with the Seller.

6. Possible Dual Agency: The above named Designated Agent (hereinafter sometimes referred to as "Licensee") may undertake a dual representation (represent both the Seller or Landlord and the Buyer or Tenant) for the sale or lease of the Property. Seller acknowledges he was informed of the possibility of this type of representation. Before signing this document, Seller must read the following: Representing more than one party to a transaction presents a conflict of interest, since both clients may rely upon Licensee's advice and the clients' respective interests may be adverse to each other. Licensee will undertake this representation only with the written consent of ALL clients in the transaction.

Any agreement between the clients as to a final contract price and other terms is a result of negotiations between the clients acting in their own best interests and on their behalf. Seller acknowledges that Licensee has explained the implications of dual representation, including the risks involved, and understands that he has been advised to seek independent advice from advisors or attorneys before signing any documents in this transaction.

ADDRESS: _____

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

1. Treat all clients honestly.
2. Provide information about the Property to the Buyer or Tenant.
3. Disclose all latent material defects in the Property that are known to Licensee.
4. Disclose financial qualification of the Buyer or Tenant to the Seller or Landlord.
5. Explain real estate terms.
6. Help the Buyer or Tenant to arrange for Property inspections.
7. Explain closing costs and procedures.
8. Help the Buyer compare financing alternatives.
9. Provide information about comparable properties that have sold so both clients may make educated decisions on what price to accept or offer.

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

1. Confidential information that Licensee may know about the clients, without the client's permission.
2. The price the Seller or Landlord will take other than the listing price without permission of the Seller or Landlord.
3. The price the Buyer or Tenant is willing to pay without permission of the Buyer or Tenant.
4. A recommended or suggested price the Buyer or Tenant should offer.
5. A recommended or suggested price the Seller or Landlord should counter with or accept.

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.

Yes No 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.
 (_____/_____) (Seller(s)'s Initials)

7. 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.

8. 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.

9. Broker's Affiliates: Seller understands and agrees that other Sales Associates affiliated 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 affiliated with Broker who represents the Buyer, the other Sales Associate affiliated with Broker will be acting as a Buyer's Designated Agent.

10. Brokerage Fee: In consideration of the obligations of the Broker, the Seller agrees:
(a) To pay Broker, 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 _____% of the sale price (to be distributed _____% to the listing office and _____% to the selling office) for the Broker's services 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 Broker upon demand. Should a sale be in pending or contingent status at the expiration of this Agreement, Seller shall pay Broker the full commission set forth upon closing of said sale.

(b) To pay Broker the commission specified above if Broker 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 Broker and the sale of the Property is made during the term of the subsequent listing agreement.

11. Cooperation and Compensation: 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, 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 sale of Seller's Property. Seller acknowledges that the compensation offered to such cooperating Brokers may vary from Broker to Broker.

12. Broker Limitations: The Broker's sole duty is to effect a sale of the Property. The Broker, Seller's Designated Agent, members of the Multiple Listing Service(s) to which the Broker belongs, and the Kankakee-Iroquois-Ford Association of REALTORS® 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.

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13. 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 now on the premises (Check or enumerate applicable items):

- | | | | |
|---|--|---|--|
| <input type="checkbox"/> Refrigerator | <input type="checkbox"/> Water Softener (owned) | <input type="checkbox"/> All Planted Vegetation | <input type="checkbox"/> Central Vac & Equipment |
| <input type="checkbox"/> Oven/Range/Stove | <input type="checkbox"/> Built-in or Attached Shelving | <input type="checkbox"/> Fireplace Gas Logs | <input type="checkbox"/> Sump Pump |
| <input type="checkbox"/> Microwave | <input type="checkbox"/> Window Air Conditioner | <input type="checkbox"/> Security System | <input type="checkbox"/> Attached Gas Grill |
| <input type="checkbox"/> Dishwasher | <input type="checkbox"/> Outdoor Shed | <input type="checkbox"/> Intercom System | <input type="checkbox"/> Satellite Dish |
| <input type="checkbox"/> Washer | <input type="checkbox"/> All Window Treatments & Hard- | <input type="checkbox"/> Fireplace Screen(s)/Doors/ | <input type="checkbox"/> Electronic Garage Door Opener w/ Trans- |
| <input type="checkbox"/> Dryer | ware | Grates | mitters |

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 the Agreement shall be in operating condition at possession, except: _____

_____. 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, and does not constitute a threat to health or safety.

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

15. Disclosure: All inquiries about this 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 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 a Buyer for any latent or 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 the Seller, from any incorrect information supplied by the Seller, or from any material fact concerning the Property including latent defects which the 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.

16. 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 owner is absent, any MLS participant or subscriber associated with the Multiple Listing Service(s), whether acting as Buyer'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 Seller allow use of a keybox. Seller acknowledges that neither listing nor selling Broker, the Kankakee-Iroquois-Ford Association of REALTORS®, nor any Multiple Listing Service is an insurer against the loss of Seller's personal property. Seller is advised to safeguard or remove valuables now located on said Property. Seller is further advised to verify the existence of said valuables and obtain personal property insurance through Seller's insurance agent. 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.

17. Earnest Money: The Earnest Money shall be held by the Listing Broker, in trust for the mutual benefit of the Parties in a manner consistent with Illinois State Law. There shall be no disbursement of Earnest Money unless Escrowee has been provided written agreement from Seller and Buyer. In anticipation of Closing, the Parties direct Escrowee to close the account no sooner than 10 (ten) business days prior to the anticipated Closing date. 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.

18. 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 and Seller's signature hereon acknowledges that Seller has received a signed copy.

19. 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 conditions of this Agreement provided Broker is not at fault.

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20. 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.

21. Costs of Third-Party Services or Products: Seller is responsible for the costs of all third-party products or services such as surveys, wood infestation tests, title reports, well and septic tests, etc., and Seller also authorizes Broker to order said services, including but not limited to surveys, soil tests, title reports, and well and septic tests.

22. Notice: All notices required pursuant to this contract shall be in writing and signed by either the party or his attorney. Notice shall be given to the other party or his attorney if indicated or known by: (a) mail, and sent either to the address of the party or his attorney, or his representative set forth herein or, if there is no address shown for the Seller, then to the address of the Premises, in which case notice shall be effective on the date of receipt; (b) personally served upon the other party or his attorney, or his representative, in which case notice shall be effective on the date of delivery; (c) fax transmission with a copy then sent by regular U.S. mail to the address of the party or his attorney, or his representative set forth herein or, if there is no address shown for the Seller, then to the address of the Premises - notice by fax transmission shall be effective on the date of 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 AM to 6:00 PM Central standard 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. Notice to any one party of a multiple person party shall be sufficient service to all.

Facsimile signatures shall be sufficient for the purposes of executing, negotiating, and finalizing this Contract.

23. 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.

Seller hereby acknowledges receipt of a signed copy of this Agreement and all attachments. The attachments include the following:

Property Disclosure Lead Paint Disclosure Radon Disclosure

Other: _____

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

_____ BROKER	_____ SELLER
_____ BY (Signature)	_____ SELLER
_____ DATE	_____ ADDRESS
_____ DESIGNATED AGENT	_____
_____ DATE	_____ E-MAIL ADDRESS
_____ PHONE	_____ PHONE FAX
_____ OFFICE	_____ DATE

07/14/2017