



CHICAGO ASSOCIATION OF REALTORS  
EXCLUSIVE RIGHT TO SELL LISTING AGREEMENT  
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This Contract is intended to be a binding Real Estate contract



1. **SPONSORING BROKER.** This Exclusive Right to Sell Listing Agreement ("**Agreement**") is entered into by and between ("**Seller**") and ("**Sponsoring Broker**") and

("Seller"). In consideration of the following agreements and Sponsoring Broker's efforts to procure a ready, willing and able buyer for the sale or exchange of property and improvements described below (including the undivided interest in the common elements and accumulated reserves, if any) (collectively, "**Property**"), Seller hereby grants Sponsoring Broker the exclusive right to sell (or, at Seller's direction, lease, exchange, joint venture or grant an option to purchase) the Property (collectively, "**Transfer of Property**") pursuant to the terms and conditions set forth below ("**Exclusive Right**").

2. **TERM.** Sponsoring Broker's Exclusive Right shall begin on \_\_\_\_\_, 20\_\_\_\_ ("**Effective Date**") and shall extend until 11:59 P.M. on \_\_\_\_\_, 20\_\_\_\_, at which time this Agreement shall automatically terminate ("**Termination Date**"). From the date of Seller's acceptance of any offer and execution of a contract for the Transfer of Property ("**Accepted Offer**"), unless the Accepted Offer is expressly subject to the continual marketing of the Property, Sponsoring Broker shall have no further obligation to market, advertise for sale or show the Property. Once all of the contingencies for the Accepted Offer have been satisfied or waived, Sponsoring Broker shall have no further obligation to Seller except to present Seller with any offers or counteroffers pertaining to the Property.

3. **PRICE.** Seller directs Sponsoring Broker to market the Property for sale at a price of \$\_\_\_\_\_ ("**Marketing Price**"). The Marketing Price may be changed at Seller's written direction. If the Seller has not accepted a contract by \_\_\_\_\_, 20\_\_\_\_ at 11:59 p.m., then the Marketing Price shall be changed to \$\_\_\_\_\_.

**Check if applicable**

☐ Seller also directs Sponsoring Broker to market the Property for lease at a price of \$\_\_\_\_\_ per month ("**Rental Price**"). The Rental Price may be changed at Seller's written direction. If the Seller has not accepted a contract by \_\_\_\_\_, 20\_\_\_\_ at 11:59 p.m., then the Rental Price shall be changed to \$\_\_\_\_\_ per month.

**4. PROPERTY.**

Address: \_\_\_\_\_ Unit Number(s): \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Parking Space Number(s): \_\_\_\_\_ (check all that apply) ☐ Deeded; ☐ Limited Common Element; ☐ Assigned; ☐ Indoor; ☐ Outdoor

Storage Space Number(s): \_\_\_\_\_ (check all that apply) ☐ Deeded; ☐ Limited Common Element; ☐ Assigned

5. **POSSESSION.** Seller shall surrender possession of the Property in broom-clean condition and remove all debris and personal property not conveyed to the buyer before closing of the transaction set forth in the purchase and sale agreement or lease, unless otherwise agreed to in writing.

6. **DESIGNATED AGENT.** Sponsoring Broker and Seller hereby agree that (a) \_\_\_\_\_, a sponsored licensee of Sponsoring Broker, is Seller's exclusive designated agent ("**Designated Agent**") with Sponsoring Broker, and (b) neither Sponsoring Broker nor other sponsored licensees of Sponsoring Broker will be acting as agent for Seller. Seller understands and agrees that Sponsoring Broker and any of Sponsoring Broker's other sponsored licensees may enter into agreements with prospective buyers of the Property as agents of those buyers.

7. **MINIMUM SERVICES.** Pursuant to the Illinois Real Estate License Act of 2000 (265 ILCS 454/1 et seq.), as amended, Sponsoring Broker, through the Designated Agent, must provide to Seller, at a minimum, the following services: (a) accept delivery of and present to Seller offers and counteroffers to buy, sell, lease or otherwise transfer any interest in the Property or any portion thereof; (b) 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 fully executed and all contingencies are satisfied or waived; and (c) answer Seller's questions relating to the offers, counteroffers, notices and contingencies.

8. **SELLER DUTIES.** Seller warrants that Seller has the authority to execute this Agreement and to deal with and on behalf of the Property as provided in this Agreement. Seller shall comply with the Real Estate Settlement Procedures Act of 1974, as amended, if applicable, and furnish all information required for compliance with the Act, and, if applicable, Seller agrees to comply with the Residential Real Property Disclosure Act, as amended.

From and after the Effective Date of this Agreement, Seller agrees to:

(i) cooperate fully with Sponsoring Broker and the Designated Agent; (ii) refer all inquiries to Sponsoring Broker and the Designated Agent; (iii) allow access and entry to the Property at convenient times by Sponsoring Broker, the Designated Agent and cooperating brokers (whether alone or accompanied by Sponsoring Broker or the Designated Agent) for the purpose of showing the Property to prospective buyers or lessees; (iv) if the Property is leased or occupied by a tenant, to comply with Paragraph 8(C) of this Agreement; (v) conduct all negotiations through Sponsoring Broker or the Designated Agent; (vi) pay an upfront fee to Sponsoring Broker for professional services in the amount of \$\_\_\_\_\_; and (vii) pay Sponsoring Broker a commission or compensation pursuant to the terms of Paragraph 11 below.

A. **Title.** At least 5 days prior to closing, 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, or cause to be executed and delivered, to the buyer a proper instrument of conveyance.

B. **Survey.** If the Property is not a condominium or a cooperative, then prior to closing, Seller shall furnish to the buyer at least 5 days prior to closing a survey by a licensed land surveyor dated not more than 6 months prior to date of closing (as defined in the Seller's Real Estate Sale Contract) showing the present location of all improvements on the Property. If the buyer or buyer's mortgagee desires a more recent or extensive survey, then the survey shall be obtained at the expense of either the buyer or seller, as agreed to by buyer and Seller.

C. **Lock Box.**

Seller (check one) ☐ [does] OR ☐ [does not] authorize Sponsoring Broker and its agent to place an electronic or combination lock box on the Property in accordance with the terms and conditions of this Agreement for the purpose of providing a means to access the Property by (i) cooperating real estate agents and (ii) other parties customarily involved in a real estate transaction including vendors or service providers, provided that other parties are accompanied by the Sponsoring Broker or Designated Agent, or prior notice is given to Seller of each access by vendors or service providers and Seller does not object.

In addition to the authorization granted above, Seller also authorizes the following unlicensed individuals (example: unlicensed assistant, photographer, etc..) access to the lock box whether they are accompanied or unaccompanied by the Sponsoring Broker or Designated Agent: \_\_\_\_\_. Additional authorizations may be provided by the Seller in writing. Seller may provide authorization for additional individuals to access the Property using the Lock Box by providing written permission (e.g. by email, text message, or letter) to Designated Agent.

Whether authorized here or in the future by Seller's written direction, Seller shall hold Sponsoring Broker, its agents, and any Multiple Listing Service, of which Sponsoring Broker is a participant, harmless from any and all liability, claims, judgments, obligations, or demands against Sponsoring Broker and/or Designated Agent as a result of Seller's authorization to use a "Lock Box," including, but not limited to, any and all liabilities and costs, including reasonable attorneys' fees,

Seller Initials: \_\_\_\_\_ Seller Initials: \_\_\_\_\_

Sponsoring Broker Initials: \_\_\_\_\_

incurred by Sponsoring Broker and/or Designated Agent as a result of this authorization, except for any criminal or gross negligence on the part of the Sponsoring Broker and/or Designated Agent. If not no selection is made, Seller shall be deemed to have provided Sponsoring Broker and its agent the authorizations provided in this subsection.

D. **Seller's Personal Property.** Seller has been advised by Sponsoring Broker of the importance of safeguarding or removing valuables now located within the Property and the need to obtain personal property insurance through Seller's insurance company.

E. **Leased Property.** If the Property is leased or occupied by a tenant, Seller acknowledges and agrees to the following: (i) Seller has notified and advised the tenant and occupants of this Agreement, including, without limitation, the terms and provisions of Paragraph 8(C); (ii) Seller will comply with all of the provisions of the Chicago Residential Landlord and Tenant Ordinance and any other laws, regulations, and ordinances relating to the provision of notice to, and obtaining permission from, any tenant or occupant of the Property for the Sponsoring Broker, its agent, cooperating real estate agents, and prospective buyers or lessees to enter the Property during reasonable times during the term of the Agreement; (iii) it is Seller's responsibility to keep the Sponsoring Broker informed of any times that Seller's tenant or occupant has not agreed to provide access to the Property; and (iv) Seller has advised all of the tenants and occupants of the Property of the importance of safeguarding or removing valuables now located within the Property and the need to obtain personal property insurance during the term of this Agreement.

**9. FAIR HOUSING AND NONDISCRIMINATION.** IT IS ILLEGAL FOR EITHER THE SELLER OR THE SPONSORING BROKER TO REFUSE TO DISPLAY, LIST, LEASE OR SELL, OR REFUSE TO NEGOTIATE FOR THE LEASE OR SALE OF, OR OTHERWISE MAKE UNAVAILABLE OR DENY, REAL ESTATE TO ANY PERSON BECAUSE OF ONE'S MEMBERSHIP IN A PROTECTED CLASS, E.G.: RACE, COLOR, RELIGION, NATIONAL ORIGIN, SEX, ANCESTRY, AGE, MARITAL STATUS, PHYSICAL OR MENTAL DISABILITY, FAMILIAL STATUS, OR ANY OTHER CLASS PROTECTED BY ARTICLE 3 OF THE ILLINOIS HUMAN RIGHTS ACT OR FEDERAL FAIR HOUSING LAWS. SELLER AND SPONSORING BROKER ACKNOWLEDGE THAT THEY SHALL ALSO BE BOUND BY THE PROVISIONS OF STATE AND LOCAL (CITY AND/OR COUNTY) HUMAN RIGHTS OR FAIR HOUSING ORDINANCES IF ANY AND AGREE TO COMPLY WITH SAME.

**Seller Initials:** \_\_\_\_\_ **Seller Initials:** \_\_\_\_\_

**10. BUYER LOVE LETTERS.** A potential buyer of the Property may include in or with their offer personal information about the potential buyer or the potential buyer's family. These communications are often referred to as "Buyer Love Letters" or "Offer Letters." This personal information may include photos and information about the potential buyer or the potential buyer's family being a member of a protected class (e.g. race, color, religion, national origin, sex, ancestry, age, marital status, physical or mental disability, family status, or any other class protected by the Article 3 of the Illinois Human Rights Act or federal fair housing laws). Receipt of such information may expose Seller to claims that the personal information influenced Seller's decisions with regards to the sale of the Property in a manner that violates the Illinois Human Rights Act and/or federal and local fair housing laws.

**Check if applicable**

☐ Seller does not desire Sponsoring Broker or Designated Agent to provide Seller with any "Buyer Love Letters" or "Offer Letters", whether provided by the buyer or buyer's agent. If Seller indicates that it does not desire Sponsoring Broker to provide Seller with such "Buyer Love Letters" or "Offer Letters", Seller is (i) waiving the Sponsoring Broker's duties to present all offers to Seller pursuant to Section 15-15 of the Real Estate License Act of 2000, 225 ILCS 454/15-15, and (ii) authorizing Sponsoring Broker and Designated Agent to withhold from Seller any Buyer Love Letter or Offer Letter that includes personal information about the potential Buyer or potential Buyer's family being a member of a protected class. If Sponsoring Broker or Designated Agent does withhold such personal information, Sponsoring Broker or Designated Agent will still provide Seller with information about the amount of the offer and other material terms contained in the offer.

**Initial if Checked: Seller Initials:** \_\_\_\_\_ **Seller Initials:** \_\_\_\_\_

**11. COMPENSATION.** In the event Sponsoring Broker produces a buyer ready, willing and able to close on the Transfer of Property consistent with the terms provided in this Agreement, then Seller shall pay Sponsoring Broker a commission in the amount of \_\_\_\_\_ % [percent] of the Purchase Price ("**Sale Commission**") plus \$ \_\_\_\_\_ ("**Additional Commission**"). In the event Seller enters into a leasing agreement with a tenant during the term of this Agreement, Seller agrees to pay Sponsoring Broker a rental commission of \_\_\_\_\_ ("**Rental Commission**") plus \$ \_\_\_\_\_ ("**Additional Rental Commission**"). In the event the Property is later purchased by the tenant, or an option to purchase is later granted to and exercised by the tenant, then in addition to the Rental Commission and Additional Rental Fee, Seller must pay Sponsoring Broker the Sale Commission and Additional Commission. The Sale Commission, Additional Commission, Rental Commission and Additional Rental Commission are referred to collectively as "**Commission**." Sponsoring Broker shall be entitled to the Commission pursuant to this Agreement (a) upon the closing of any Transfer of Property prior to the Termination Date, regardless of whether the Transfer of Property resulted from the service and/or effort of the Sponsoring Broker, Designated Agent, Seller or any other persons or entities; or (b) upon the closing of any Transfer of Property within 180 days after the Termination Date to any person to whom the Property was submitted prior to the Termination Date. Notwithstanding the foregoing, if (i) the Property is residential property of four units or less, (ii) the Termination Date has passed, and (iii) Seller has entered into a valid, bona fide, written listing agreement with another licensed real estate broker during the 180 day period, then Sponsoring Broker shall not be entitled to any Commission pursuant to this Agreement on any Transfer of Property. For Property which is not residential property of four units or less, if the Property is listed with another licensed real estate broker during the 180 day period following the Termination Date, Seller shall be liable for the entire Commission, which shall be shared by the Sponsoring Broker and the other licensed real estate broker. The actual allocation of the Commission will be determined pursuant to a separate agreement between Sponsoring Broker and the other licensed real estate broker. Sponsoring Broker may share Sponsoring Broker's compensation or commission with all cooperating brokers regardless of any cooperating broker's agency relationship to Seller, Sponsoring Broker or the buyer.

In the event this Agreement is cancelled by Seller pursuant to the terms of this Agreement, unless mutually agreed to in writing by Sponsoring Broker and Seller, Seller shall pay to Sponsoring Broker, within 4 business days of written demand by Sponsoring Broker, reimbursement for Sponsoring Broker's performance of professional services in the amount of \$ \_\_\_\_\_, including but not limited to: marketing, advertising, office expenses, Multiple Listing Service (MLS) fees, printing, attorneys' fees and court costs. The amount for Sponsoring Broker's performance of services shall be determined solely by Sponsoring Broker.

In cases of the Seller's breach of this Agreement, Seller shall pay to Sponsoring Broker the Commission payable on the Transfer of Property to compensate Sponsoring Broker for Sponsoring Broker's time, expenses and services involved in marketing the Property. Seller expressly agrees to all of the terms of this Agreement with respect to payment of the Commission, including, without limitation, Paragraph 12 attached hereto.

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 writing and signed by the parties hereto. Sponsoring 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, whichever occurs first, and Sponsoring Broker is authorized to deduct the Commission and expenses from the earnest money deposit at that time.

**12. DISBURSEMENT OF EARNEST MONEY.** Seller authorizes Sponsoring Broker to accept earnest money from potential buyers to be held by Sponsoring Broker in an escrow account maintained in accordance with existing law. At the closing, Sponsoring Broker may withdraw from such earnest money deposit its Commission, cooperating brokerage commissions and other expenses or fees paid on behalf of, or at the direction of Seller, in the event the transaction is consummated. It is expressly understood that Sponsoring Broker shall not be liable for acts in good faith as Escrowee.

If a dispute arises between Seller and the buyer as to whether a default had occurred and Sponsoring Broker acts as Escrowee of earnest money, Sponsoring Broker shall

Seller Initials: \_\_\_\_\_ Seller Initials: \_\_\_\_\_

Sponsoring Broker Initials: \_\_\_\_\_

129 hold the earnest money and pay it out as agreed to in writing by Seller and the buyer, or as directed by a court of competent jurisdiction. In the event of a dispute, Seller  
130 agrees that Sponsoring Broker, as Escrowee, may give written notice to Seller and buyer of the intended disbursement of Earnest Money, indicating the manner in which  
131 Escrowee intends to disburse in the absence of any written objection. If neither party objects in writing to the proposed disposition of the Earnest Money within 30 days  
132 after the date of notice, then Escrowee shall proceed to disburse the Earnest Money as previously noticed by Escrowee. If either Seller or buyer objects in writing to the  
133 intended disposition within the 30 day period, then the Sponsoring Broker may deposit the funds with the Clerk of the Circuit Court by the filing of an action in the nature  
134 of an Interpleader. Seller agrees that Sponsoring Broker may be reimbursed from the earnest money for all costs, including reasonable attorneys' fees and court costs,  
135 related to the filing of the Interpleader and hereby agrees to indemnify and hold Sponsoring Broker harmless from any and all claims and demands, including the payment  
136 of reasonable attorneys' fees, costs and expenses arising out of the default, claims and demands. If Seller defaults, the earnest money, at the option of the buyer, and  
137 upon written direction by Seller and the buyer or as directed by a Court of competent jurisdiction, shall be refunded to the buyer and Seller shall not be released from any  
138 of its obligations under this Agreement. Notwithstanding anything in this Agreement to the contrary, disbursement of earnest money shall be in accordance with the Real  
139 Estate License Act of 2000, as amended.

140 **13. DUAL AGENCY.** By checking "Yes" and signing below, Seller acknowledges and agrees that the Designated Agent ("**Licensee**") may act as a Dual Agent (represent  
141 both seller and buyer or landlord and tenant) for the sale or lease of property. Seller acknowledges they were informed of the possibility of this type of representation.  
142 Before signing this document please read the following:

143 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  
144 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  
145 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  
146 behalf. You acknowledge that Licensee has explained the implications of dual representation, including the risks involved, and understand that you have been  
147 advised to seek independent advice from your advisors or attorneys before signing any documents in this transaction.

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

149 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  
150 to the Licensee. 4. Disclose the financial qualification of the buyer or tenant to the seller or landlord. 5. Explain real estate terms. 6. Help the buyer or tenant  
151 arrange for property inspections. 7. Explain closing costs and procedures. 8. Help the buyer compare financing alternatives. 9. Provide information to seller or  
152 buyer about comparable properties that have sold so both clients may make educated decisions on what price to accept or offer.

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

154 1. Confidential information that the Licensee may know about a client, without that client's express consent. 2. The price or terms the seller or landlord will take  
155 other than the listing price without permission of the seller or landlord. 3. The price or terms the buyer or tenant is willing to pay without permission of the buyer  
156 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  
157 should counter with or accept.

158 If either client is uncomfortable with this disclosure and dual representation, please let Licensee know. You are not required to sign this document unless you  
159 want to allow Licensee to proceed as a Dual Agent in this transaction. By signing below, you acknowledge that you have read and understand this form and  
160 voluntarily consent to Licensee acting as a Dual Agent (that is, to represent BOTH the seller or landlord and the buyer or tenant) should that become necessary.

161 **Seller must select one option below:**

162 ☐ **Yes, I have read the above information and provide my Prior Consent to Dual Agency**

163 ☐ **No, I do not consent to Dual Agency**

164 **Seller Signature:** \_\_\_\_\_ **Seller Signature:** \_\_\_\_\_

165 **14. ADDITIONAL TERMS AND PROPERTY INFORMATION.** Seller represents that the following information is true and correct as of the date of this Agreement and shall  
166 keep Sponsoring Broker and Designated Agent informed of all changes to the following information:

167 (a) Property P.I.N. # \_\_\_\_\_ Homeowner's Exemption: ☐ Yes ☐ No  
168 Real estate taxes for the year 20 \_\_\_\_\_ equal \$ \_\_\_\_\_. Senior Citizen's Exemption: ☐ Yes ☐ No  
169 \_\_\_\_\_ P.I.N. # \_\_\_\_\_ Senior Freeze Exemption: ☐ Yes ☐ No  
170 Real estate taxes for the year 20 \_\_\_\_\_ equal \$ \_\_\_\_\_.  
171

172 (b) Seller is aware of any circumstances that would affect the transfer of title? ☐ Yes ☐ No  
173 (example: probate, divorce, liens, lis pendens, judgments, etc....)  
174 If yes, please explain: \_\_\_\_\_

175 (c) Is Property currently leased? ☐ Yes ☐ No  
176 If yes, lease expiration date is \_\_\_\_\_; rent amount is \$ \_\_\_\_\_; security deposit amount (if any) is \$ \_\_\_\_\_.

177 (d) **Municipal Energy Disclosure.** Please enter the Electricity and/or Gas Account Numbers for the Property:  
178 Electricity Account Number: \_\_\_\_\_ Gas Account Number: \_\_\_\_\_

179 (e) The lot size is approximately \_\_\_\_\_. Approximate square feet of the interior of the Property: \_\_\_\_\_.

180 (f) **Illinois Condominium Property Act or Cooperative Apartments.** Seller shall comply with the Real Estate Settlement Procedures Act of 1974, as amended. If the  
181 Property is a condominium, within 15 days after both parties execute this Agreement, Seller shall furnish to Sponsoring Broker a complete set of condominium documents,  
182 including the declaration, bylaws, rules, regulations, budget, and meeting minutes. If the Property is a townhouse or condominium and dependent upon the condominium  
183 or homeowner association's governing documents, either upon execution of this Agreement or upon Seller's acceptance of an offer by buyer, Seller shall promptly notify  
184 the appropriate representative of the condominium association or any affiliated organization of the contemplated transaction. Seller shall furnish to the buyer a statement  
185 from an authorized officer or agent of the condominium association certifying payment of assessments for condominium common expenses, and if applicable, proof of  
186 waiver or termination of any right of refusal or general option contained in the declaration of condominium together with any other documents required by the declaration  
187 of condominium or its bylaws as a precondition to the transfer of ownership. At closing, Seller shall deliver to the buyer all appropriate documents properly endorsed and  
188 a survey or plat of the condominium unit showing the location of all improvements of the unit and further showing any parking spaces or garages that will be conveyed.  
189 Seller shall comply with all of the conditions and stipulations of the Illinois Condominium Property Act (765 ILCS 605/1 et seq.), as amended, as may be applicable.

190 If the Property is a cooperative apartment, within 15 days after both parties execute this Agreement, Seller shall furnish to Sponsoring Broker the cooperative documents

Seller Initials: \_\_\_\_\_ Seller Initials: \_\_\_\_\_

Sponsoring Broker Initials: \_\_\_\_\_

191 including without limitation the proprietary lease, stock certificate, trust agreement, and bylaws. If the Property is a cooperative, then, no later than 15 days after both  
192 parties execute this Agreement Seller shall furnish to Sponsoring Broker a complete set of cooperative documents, including the proprietary lease or trust agreement,  
193 bylaws, and if available, a survey.

194 **Seller shall complete the following information:**

195 Management Contact: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_

196 Current monthly assessment equals \$ \_\_\_\_\_ and includes \_\_\_\_\_.

197 Waiver of Right of First Refusal necessary? ☐ Yes ☐ No

198 Seller (**check one**) ☐ [is] ☐ [is not] aware of a proposed special assessment. Seller shall keep Sponsoring Broker informed of all Board of Directors/Managers  
199 actions. Seller shall keep Sponsoring Broker informed of any change to this information.

200 If applicable, the amount of special assessment is \$ \_\_\_\_\_ with a remaining balance due of \$ \_\_\_\_\_ payable through \_\_\_\_\_.  
201 Special assessments are payable (**check all that apply**) ☐ Annually; ☐ Semi-Annually; ☐ Quarterly; ☐ Monthly.

202 (g) If this property is new construction, Rider 13, "New Construction Insulation Disclosure", must be completed and attached.

203 (h) If the Property is income or commercial property, Seller shall provide Sponsoring Broker with accurate copies of all leases, income and expense statements,  
204 a rent roll, existing environmental reports and relevant information necessary to market the property within 14 days after the date both parties execute this  
205 Agreement.

206 (i) For residential properties located within the City of Chicago, local ordinances require that all properties must have smoke and carbon monoxide detectors present  
207 and in working condition. Seller shall comply with these ordinances. In addition, Seller shall provide Sponsoring Broker with the following, if applicable, within 72  
208 hours after both parties execute this Agreement: (a) Illinois Residential Real Property Disclosure Report; (b) Heat Disclosure; (c) Lead Paint Disclosure; (d) Radon  
209 Disclosure; and (e) Zoning Certificate.

210 **15. INDEMNITY.** To the extent permitted by law, Seller agrees to indemnify, defend and hold Sponsoring Broker, its licensees, agents, employees, managers, members,  
211 shareholders, directors, officers and successors (the "Indemnified Parties") harmless from all claims, disputes, litigation, expenses and reasonable legal fees arising from  
212 (a) failure by Seller to disclose any facts, damage or material defects, latent or otherwise, relating to the Property; (b) any misrepresentation by Seller to Sponsoring Broker  
213 or a buyer; (c) any dispute between Seller and buyer or any third party, or a dispute between any third party and Sponsoring Broker arising out of performance of this  
214 Agreement, including without limitation disputes as to the disposition of any earnest money deposit held by Sponsoring Broker, and personal injuries or death sustained  
215 by visitors to the Property; or (d) a breach of this Agreement by Seller. Seller agrees to safeguard and/or remove any valuable personal property in the Property (e.g.,  
216 jewelry or artwork) and represents and warrants that it has personal property insurance on its personal property. Seller further agrees that Sponsoring Broker and the  
217 Indemnified Parties shall not be liable for any personal injury, death, damage to the Property, or damage to or theft of Seller's personal property caused by third-parties,  
218 including without limitation, individuals or companies that provide home staging services.

220 **16. PROMOTING AND ADVERTISING PROPERTY PER THE ILLINOIS REAL ESTATE LICENSE ACT OF 2000, AS AMENDED.**

221 Sponsoring Broker is hereby authorized to promote and advertise the Property as Sponsoring Broker deems appropriate, including but not limited to (i) displaying signs  
222 on the Property, (ii) placing the Property in any multiple listing service in which Sponsoring Broker participates at the time a contract is executed, (iii) promoting the  
223 Property on Sponsoring Broker's internet website, social media sites, and on the internet websites of other brokers, and/or through any other advertising medium which  
224 Sponsoring Broker may subscribe to or otherwise use, and (iv) releasing information as to the amount of the selling price, type of financing, and number of days to sell  
225 this Property to any multiple listing service in which Sponsoring Broker participates at the time a contract is executed. Sponsoring Broker's sole duty is to use Sponsoring  
226 Broker's best efforts to affect a Transfer of Property, and Sponsoring Broker is not charged with the custody of the Property, its management, maintenance, upkeep or  
227 repair.

228 Consistent with the foregoing, any internet website on which the Property is promoted may (a) allow third parties to write comments or reviews about the Property, or  
229 display a hyperlink to such comments or reviews, or (b) include an automated estimate of the fair market value of the Property, or display a hyperlink to such an estimate.  
230 The foregoing notwithstanding, by checking one or both of the boxes at the end of this Paragraph 16, and writing its initials below, Seller requests that on any internet  
231 website on which the Property is promoted, one or both of these features be disabled or discontinued. Sponsoring Broker in turn will disable or discontinue such designated  
232 features on its website, and will communicate to each multiple listing service in which it participates, and to each broker or other third party on whose internet website  
233 the Property is promoted or advertised, that the Seller has elected to have one or both of these features disabled or discontinued. However, notwithstanding any such  
234 Seller request, a broker's internet website may (1) communicate the broker's professional judgment concerning the Property, and (2) notify its customers and visitors to  
235 its website that a feature has been disabled or discontinued "at the request of Seller".

236 Disable/Discontinue Website Features (**check any that apply and initial**):

237 ☐ Disable/Discontinue Comments/Reviews regarding Property;  
238 ☐ Disable/Discontinue Automated Estimate of Market Value of Property.

239 Initial If Checked: Seller Initials: \_\_\_\_\_ Seller Initials: \_\_\_\_\_

240 **17. FIXTURES AND PERSONAL PROPERTY.** In conjunction with any Accepted Offer, Seller agrees to transfer by a bill of sale, all heating, electrical, and plumbing systems  
241 that are owned by Seller and serve the Property together with the following to the buyer (**check or enumerate applicable items.**)

<input type="checkbox"/> Refrigerator	<input type="checkbox"/> Sump Pump	<input type="checkbox"/> Central air conditioner	<input type="checkbox"/> Fireplace screen and equipment	<input type="checkbox"/> Built-in or attached shelves or cabinets
<input type="checkbox"/> Oven/Range	<input type="checkbox"/> Smoke and carbon monoxide detectors	<input type="checkbox"/> Window air conditioner	<input type="checkbox"/> Fireplace gas log	<input type="checkbox"/> Ceiling fan
<input type="checkbox"/> Microwave	<input type="checkbox"/> Intercom system	<input type="checkbox"/> Electronic air filter	<input type="checkbox"/> Firewood	<input type="checkbox"/> Radiator covers
<input type="checkbox"/> Dishwasher	<input type="checkbox"/> Security system ( <input type="checkbox"/> rented or <input type="checkbox"/> owned)	<input type="checkbox"/> Central humidifier	<input type="checkbox"/> Attached gas grill	<input type="checkbox"/> All planted vegetation
<input type="checkbox"/> Garbage disposal	<input type="checkbox"/> Satellite Dish	<input type="checkbox"/> Lighting fixtures	<input type="checkbox"/> Existing storms and screens	<input type="checkbox"/> Outdoor play set/swings
<input type="checkbox"/> Trash compactor	<input type="checkbox"/> Attached TV(s)	<input type="checkbox"/> Electronic garage door(s) with remote unit(s)	<input type="checkbox"/> Window treatments	<input type="checkbox"/> Outdoor shed
<input type="checkbox"/> Washer	<input type="checkbox"/> TV Antenna	<input type="checkbox"/> Tacked down carpeting	<input type="checkbox"/> Home warranty (as attached)	
<input type="checkbox"/> Dryer	<input type="checkbox"/> Multimedia equipment	<input type="checkbox"/> Other Equipment		
<input type="checkbox"/> Water Softener	<input type="checkbox"/> Stereo speakers/surround sound			

252 Seller also transfers the following: \_\_\_\_\_.

253 The following items are excluded: \_\_\_\_\_.

Seller Initials: \_\_\_\_\_ Seller Initials: \_\_\_\_\_

Sponsoring Broker Initials: \_\_\_\_\_

254 **18. MULTIPLE LISTING SERVICE (MLS).** MLS rules require Sponsoring Broker to input Property into the MLS within 48 hours of the execution of this Agreement. If Seller  
255 does not want the Property inputted into the MLS within 48 hours, Seller must set forth the date to have the Property inputted into the MLS by adding a date and initialing  
256 below. If Seller would like the listing to be exempt from the MLS during the entire listing period provided for in this Agreement, Seller must complete and sign the form  
257 provided by MRED, "MRED Listing Exemption Authorization." Unless noted otherwise below, Sponsoring Broker will publish the MLS listing of the Property within 48 hours  
258 of the full execution of this Agreement in accordance to MLS guidelines.

259 Seller authorizes Sponsoring Broker not to submit Property into the MLS until \_\_\_\_\_ (Date)

260 *Initial if date is entered above: Seller Initials: \_\_\_\_\_ Seller Initials: \_\_\_\_\_*

261 **19. DISPUTE RESOLUTION.** The parties agree that any dispute, controversy or claim arising out of or relating to this Agreement, or any breach of this Agreement by  
262 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 from  
263 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 standards arbitration  
264 hearing panel of the Chicago Association of REALTORS® and further agree that judgment upon any award rendered by a professional standards arbitration hearing panel  
265 of the Chicago Association of REALTORS® may be entered in any court having jurisdiction. The parties agree to execute any arbitration agreements, consents and  
266 documents as may be required by the Chicago Association of REALTORS® to facilitate any arbitration.

267 **20. REPRESENTATION OF MULTIPLE SELLERS.** Seller understands and agrees that Sponsoring Broker may from time to time represent or assist other sellers who may  
268 be interested in selling property to the buyers with whom Sponsoring Broker has a buyer agency contract or with whom Sponsoring Broker is working as a customer. The  
269 Seller consents to Sponsoring Broker's representation of other sellers before, during and after the expiration of this Agreement and expressly waives any claims, including,  
270 but not limited to, breach of fiduciary duty or breach of contract, based solely upon Sponsoring Broker's representation or assistance of other sellers who may be interested  
271 in selling property to the buyers with whom Sponsoring Broker has a buyer agency contract or with whom Sponsoring Broker is working as a customer.

272 **21. NOTICE.** All notices required by this Agreement shall be in writing and shall be served upon the Parties at the addresses provided in this Agreement. The mailing  
273 of notice by registered or certified mail, return receipt requested, shall be sufficient service. Notices may also be served by personal delivery or commercial delivery  
274 service or by the use of a facsimile machine. In addition, facsimile signatures or digital signatures shall be sufficient for purposes of executing this Agreement and shall  
275 be deemed originals. E-mail notices shall be deemed valid and received by the addressee when delivered by e-mail and opened by the recipient. Each Party shall retain  
276 a copy of proof of facsimile transmission and email notice and provide such proof, if requested.

277 **22. MISCELLANEOUS.**

- 278 A. Where applicable, the singular form shall include the plural, and the masculine form shall include the feminine and neuter, and vice versa.  
279 B. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the parties to this Agreement.  
280 C. Business Days are defined as Monday through Friday, excluding Federal holidays. Business Hours are defined as 8:00 A.M. to 6:00 P.M. Chicago Time.

281 **SELLER:**

282 Seller's Signature: \_\_\_\_\_

283 Seller's Signature: \_\_\_\_\_

284 Date: \_\_\_\_\_

285 All Legal Title Holders or Legal Agent for Seller:

286 \_\_\_\_\_

287 \_\_\_\_\_

288 \_\_\_\_\_

289 Seller's Name (print): \_\_\_\_\_

290 Seller's Name (print): \_\_\_\_\_

291 Address: \_\_\_\_\_

292 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

293 \_\_\_\_\_ Phone #: \_\_\_\_\_

294 \_\_\_\_\_ Phone #: \_\_\_\_\_

295 \_\_\_\_\_ Phone #: \_\_\_\_\_

296 \_\_\_\_\_ Phone #: \_\_\_\_\_

297 Email Address 1: \_\_\_\_\_

298 Email Address 2: \_\_\_\_\_

**SPONSORING BROKER:**

Sponsoring Broker's Signature: \_\_\_\_\_

Date: \_\_\_\_\_ ("Effective Date")

Sponsoring Broker (print): \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Office Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Office MLS ID: \_\_\_\_\_

Designated Agent Name (print) \_\_\_\_\_

Designated Agent MLS ID: \_\_\_\_\_

Agent Phone 1: \_\_\_\_\_

Agent Phone 2: \_\_\_\_\_

Agent Fax: \_\_\_\_\_

Agent Email: \_\_\_\_\_



**ILLINOIS REALTORS®**  
**DISCLOSURE OF INFORMATION ON RADON HAZARDS**  
(For Residential Real Property Sales or Purchases)



**Radon Warning Statement**

*Every buyer of any interest in residential real property is notified that the property may present exposure to dangerous levels of indoor radon gas that may place the occupants at risk of developing radon-induced lung cancer. Radon, a Class-A human carcinogen, is the leading cause of lung cancer in non-smokers and the second leading cause overall. The seller of any interest in residential real property is required to provide the buyer with any information on radon test results of the dwelling showing elevated levels of radon in the seller's possession.*

*The Illinois Emergency Management Agency (IEMA) strongly recommends ALL homebuyers have an indoor radon test performed prior to purchase or taking occupancy and mitigated if elevated levels are found. Elevated radon concentrations can easily be reduced by a qualified, licensed radon mitigator.*

**Seller's Disclosure (initial each of the following which applies)**

- \_\_\_\_\_ (a) Elevated radon concentrations (above EPA or IEMA recommended Radon Action Level) are known to be present within the dwelling. (Explain).
- \_\_\_\_\_ (b) Seller has provided the purchaser with the most current records and reports pertaining to elevated radon concentrations within the dwelling.
- \_\_\_\_\_ (c) Seller either has no knowledge of elevated radon concentrations in the dwelling or prior elevated radon concentrations have been mitigated or remediated.
- \_\_\_\_\_ (d) Seller has no records or reports pertaining to elevated radon concentrations within the dwelling.

**Purchaser's Acknowledgment (initial each of the following which applies)**

- \_\_\_\_\_ (e) Purchaser has received copies of all information listed above.
- \_\_\_\_\_ (f) Purchaser has received the IEMA approved Radon Disclosure Pamphlet.

**Agent's Acknowledgement (initial IF APPLICABLE)**

- \_\_\_\_\_ (g) Agent has informed the seller of the seller's obligations under Illinois law.

**Certification of Accuracy**

The following parties have reviewed the information above, and each party certifies, to the best of his or her knowledge, that the information he or she has provided is true and accurate.

<b>Seller</b> _____	<b>Date</b> _____
<b>Seller</b> _____	<b>Date</b> _____
<b>Purchaser</b> _____	<b>Date</b> _____
<b>Purchaser</b> _____	<b>Date</b> _____
<b>Agent</b> _____	<b>Date</b> _____
<b>Agent</b> _____	<b>Date</b> _____

**Property Address:** \_\_\_\_\_

**City, State, Zip Code:** \_\_\_\_\_



## ILLINOIS REALTORS® DISCLOSURE OF BUYER'S DESIGNATED AGENT



\_\_\_\_\_ (Sponsoring Brokerage Company, hereinafter referred to as "Broker") designates \_\_\_\_\_ ("Designated Agent") as the legal agent(s) of \_\_\_\_\_ (hereinafter referred to as "Buyer") for the purpose of representing Buyer in the acquisition of real estate by Buyer. Buyer understands and agrees that neither Broker nor any other licensees affiliated with Broker (except as provided for herein) will be acting as legal agent of the Buyer. Broker shall have the discretion to appoint a substitute or additional designated agent for Buyer as Broker determines necessary. Buyer shall be advised within a reasonable time of any such substitution or addition.

Broker acknowledges and agrees that Buyer has no current exclusive Buyer representation agreement with any other real estate licensee or firm. Buyer represents that if Buyer previously entered into any exclusive Buyer representation agreements that they have expired and/or have been terminated. Further, Buyer agrees to immediately inform Designated Agent if Designated Agent is showing Buyer a property previously shown to Buyer.

Buyer, by continuing to work with Buyer's Designated Agent, acknowledges that the representations and agreements made above are true and correct.

### **BUYER REPRESENTATION OPTIONS**

Check the box that applies

- ☐ Use **IR Terms of Non-Exclusive Buyer Representation**, if Buyer does not choose to enter a buyer brokerage representation agreement.
- Use form number 341.

**NOTE:** If Buyer consents to Dual Agency, use form number 335, Disclosure and Consent to Dual Agency, together with form number 341.

- ☐ Use **IR Non-Exclusive Buyer Representation Contract**, if Buyer does not want an exclusive agency relationship with Broker, but will sign a non-exclusive agreement.
- Use form number 339 with Disclosure and Consent to Dual Agency
  - Use form number 339a if Broker's office policy does not allow disclosed dual agency or if Buyer does not consent to dual agency.
- ☐ Use **IR Exclusive Buyer Representation/Exclusive Right to Purchase Contract**, if Buyer will enter exclusive agency relationship with Broker.
- Use form number 338 with Disclosure and Consent to Dual Agency
  - Use form number 338a if Broker's office policy does not allow disclosed dual agency or if Buyer does not consent to dual agency.

Date copy furnished to Buyer: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Buyer's Signature (OPTIONAL)

\_\_\_\_\_  
Buyer's Signature (OPTIONAL)

(NOTE: Give copy to Buyer and retain copy for Brokerage company file.)



## Exclusive Listing Agreement Addendum

### Appointment of Designated Agent(s)

This Contract is Intended to be a Binding Real Estate Contract



Seller(s) and Broker acknowledge that the Illinois Real Estate License Act of 2000 allows Broker to enter into an agreement with Seller(s) that specifically designates one or more of the sales associates affiliated with or employed by Broker as Seller's legal agent. This appointment of one or more sales associates as Seller's designated legal agent is to the exclusion of all other sales associates affiliated with the Broker.

Seller(s) acknowledges and agrees that the fiduciary duties owed by an agent to his/her principal will only be owed to Seller by sales associate(s) that is (are) designated as Seller's legal agent(s). Broker and other sales associates affiliated with or employed by Broker will not be the legal agent(s) of the Seller or have any fiduciary relationship with the Seller(s).

Broker(s) and Seller(s) hereby agree that \_\_\_\_\_ ,  
the Seller's Designated Agent or Agent(s) sales associate(s) affiliated with Broker, is (are) being named as Seller's exclusive designated legal agent(s) under Seller's Exclusive Listing Agreement with Broker. Seller(s) understands and agrees that the Seller's Designated Agent(s) 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 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 legal agents of the Seller(s). Seller(s) acknowledges that he/she received a copy of this Addendum and agrees to the establishment of this agency.

\_\_\_\_\_  
Seller

\_\_\_\_\_  
Seller

\_\_\_\_\_  
Date

\_\_\_\_\_  
Broker (Print Name of Firm)

By: \_\_\_\_\_