

REALTOR® ASSOCIATION OF WEST/SOUTH SUBURBAN CHICAGOLAND
STANDARD RESIDENTIAL EXCLUSIVE MARKETING AGREEMENT

BROKER (Name and Address):
Century 21 Team Realtors, LTD

SELLER(S)* (Name and Address):

35 S. Washington St, Ste 300

Naperville, IL 60540

(630) 369-2000 fax-(630) 369-9771

*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: _____

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

Condo, Coop, or Townhome Parking Space Included: (check type) _____deeded space; _____limited common element; _____assigned: Parking space # _____

2. Term and Conditions: The term of this Agreement begins 12:01 A.M. Month: _____ Day: _____
Year: _____ and terminates 11:59 P.M. Month: _____ Day: _____ Year: _____ ("marketing period").

Seller gives 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 of Northern Illinois, Inc., and/or any other Multiple Listing Service in which Broker is a participant, in accordance with the applicable rules and regulations of that Multiple Listing Service.

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

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 duties owed to Seller as referred to in the Illinois Real Estate License Act of 2000, will only be owed to Seller by the Designated Agent. The Broker and the Designated Agent will have only those duties to the Seller as are required by statute.

6. Possible Dual Agency: The above named Designated Agent (hereinafter sometimes referred to as "Licensee") may undertake a dual representation (represent both the seller or landlord and the buyer or tenant) for the sale or lease of the Property. Seller acknowledges he was informed of the possibility of this type of representation. Before signing this document, Seller must read the following:

Representing more than one party to a transaction presents a conflict of interest, since both clients may rely upon Licensee's advice and the clients' respective interests may be adverse to each other. Licensee will undertake this representation only with the written consent of ALL clients in the transaction. Any agreement between the clients as to a final contract price and other terms is a result of negotiations between the clients acting in their own best interests and on their own behalf. Seller acknowledges that Licensee has explained the 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.

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.

Broker Initial
Address: _____

Seller(s) Initial

Seller(s) Initial

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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.

81 By checking "Yes" and initialing, Seller acknowledges that Seller has read and understands
82 Yes No this section and voluntarily consents to the Licensee acting as a Dual Agent (that is, to
83 (_____/_____) representing BOTH the Seller or landlord and the buyer or tenant) should that become
84 (Seller's) 's Initials necessary.

85
86 **7. Buyer's Agent:** Seller acknowledges that Seller has been informed and understands that as part of Broker's real estate business,
87 Broker, from time to time, enters into representation Agreements with Buyers, and, as such, may designate certain of its Sales
88 Associates as Exclusive Buyers Agents for the purpose of showing and negotiating the purchase of real estate listed with Broker or
89 other real estate Brokerage firms.

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

94 **9. Broker's Affiliates:** Seller understands and agrees that other Sales Associates affiliated with Broker, may represent the actual
95 or prospective Buyer of Seller's Property. Further, Seller understands and agrees that if the Property is sold through the efforts of
96 a Sales Associate affiliated with Broker who represents the Buyer, the other Sales Associate affiliated with Broker will be acting as
97 a Buyer's Designated Agent.

98 **10. Consent to Represent Other Sellers:** Seller understands and agrees that Broker and Designated Agent may from time to time
99 represent or assist other Sellers who may be interested in selling their Property to Buyers. The Seller consents to Broker's and
100 Designated Agent's representation of such other Sellers before, during, and after the expiration of this Exclusive Marketing
101 Agreement and expressly waives any claims including but not limited to breach of duty or breach of contract based solely upon
102 Broker's or Designated Agent's representation or assistance of other Sellers who may be interested in selling their Property to
103 Buyers.

104 **11. Brokerage Fee:** In consideration of the obligations of the Broker, the Seller agrees:

105 (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,
106 compensation in the amount of _____% of the sale price (to be distributed _____% to the listing office
107 and _____% to the selling office) for the Broker's services in effecting the sale by finding a Buyer ready, willing, and able to
108 purchase the property. If the transaction shall not be closed because of refusal, failure, or inability of the Seller to perform, the
109 Seller shall pay the sales commission in full to Broker upon demand. Should a sale be in pending or contingent status at the
110 expiration of this Agreement, Seller shall pay Broker the full commission set forth upon closing of said sale.

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

116 **12. Administration Fee:** In addition to the Brokerage commission set forth herein, Seller shall pay Broker an administration fee
117 of _____ to offset Broker's administration costs in processing this Agreement. Said fee shall be paid
118 to Broker on _____.

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

124 **14. Title Insurance and Survey:** Seller acknowledges that Seller has not added to nor disposed of any part of the Property, or
125 gained any easements in favor of or against the Property not disclosed in the Title Guaranty Policy except as stated herein. Prior to
126 closing, Seller agrees to furnish at Seller's expense a title insurance commitment for an Owner's Title Insurance Policy in the
127 amount of the sale price, showing good title in the owner's name. After a sales contract has been signed, arrangements must be
128 made to secure title insurance and schedule the closing. Seller understands that Seller is not required to use any particular title
129 insurance company and that Seller or Seller's attorney may select any qualified licensed company for Seller's title insurance needs.
130 Not less than one (1) business day prior to closing, except where the subject property is a condominium, Seller may be required, at
131 Seller's expense, to furnish a Plat of Survey dated not more than six (6) months prior to the date of closing, prepared by an Illinois
132 registered land surveyor, showing any encroachments, measurements of all lot lines, all easements of record, building set-back
133 lines of record, fences, all building and other improvements on the real estate and distances therefrom to the nearest two lot lines.
134 In addition, the survey to be provided shall be a boundary survey conforming to the requirements of the Illinois Department of
135 Professional Regulation found at 68 Ill. Adm. Code, Sec. 170.56. The survey shall show all corners staked and flagged or
136 otherwise monumented. The survey shall have the following statement prominently appearing near the professional land surveyor
137 seal and signature: "This professional service conforms to the current Illinois minimum standards for a boundary survey. A
138 Mortgage Inspection, as defined, is not a boundary survey, and does not satisfy the necessary requirements."

139
140 With regard to the issuance of title insurance:

141 (_____/_____) Seller authorizes Broker to order title insurance and related services on Seller's behalf through _____
142 Seller's) 's Initials _____, an affiliate of Broker, for the estimated charges as disclosed
143 in the Federal and State Disclosure Statements provided Seller by Broker.

144 (_____/_____) Seller directs that _____ provide the title insurance
145 Seller's) 's Initials and related services as stated above.

146 (_____/_____) Seller or Seller's attorney will make the necessary arrangements for title insurance and any related services.
147 Seller's) 's Initials

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Broker Initial _____ Seller Initial _____ Seller Initial
Address: _____

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

156 ___ Refrigerator	___ All Tacked Down Carpeting	___ Fireplace Screen(s)/Door(s)/Grate(s)	___ Central Air Conditioning
157 ___ Oven/Range/Stove	___ All Window Treatments & Hardware	___ Fireplace Gas Logs	___ Electronic or Media Air Filter
158 ___ Microwave	___ Built-in or Attached Shelving	___ Existing Storms & Screens	___ Central Humidifier
159 ___ Dishwasher	___ Smoke Detector(s)	___ Security System(s) (owned)	___ Sump Pump(s)
160 ___ Garbage Disposal	___ Ceiling Fan(s)	___ Intercom System	___ Water Softener (owned)
161 ___ Trash Compactor	___ TV Antenna System	___ Central Vac & Equipment	___ Outdoor Shed
162 ___ Washer	___ Window Air Conditioner(s)	___ Electronic Garage Door Opener(s)	___ Attached Gas Grill
163 ___ Dryer	___ All Planted Vegetation	___ with ___ Transmitter(s)	___ Light Fixtures (as they exist)
164 ___ Satellite Dish and System	___ Invisible Fence System, Collar(s) and Box		

165 **Other items included:** _____

166 **Items NOT included:** _____

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

169 _____ A system or item shall be deemed
170 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
171 health or safety.

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

175 **17. Disclosure:** All inquires about this Property made directly to Seller shall be immediately referred to Broker and/or Seller's
176 Designated Agent. Seller understands that the information which Seller provides to Seller's Designated Agent as marketing
177 information will be used to advertise Seller's Property to the public and submitted to the Multiple Listing Service. It is essential
178 that this information be accurate and truthful. Seller agrees to comply with the provisions of the Illinois Residential Real Property
179 Disclosure Act, and, if applicable, the Federal Lead Based Paint Disclosure Regulations. Seller shall complete the applicable
180 disclosure document(s) in a timely manner, shall not knowingly provide false or inaccurate information therein, and shall comply
181 with all local government ordinances. Although Seller is marketing Seller's Property in its present physical condition, Seller
182 understands that Seller may be held responsible by a buyer for any latent or hidden, undisclosed defects in the Property which are
183 known to Seller but which are not disclosed to buyer. Seller shall indemnify, save, defend and hold Broker, Broker's Sales
184 Associates, and Seller's Designated Agent harmless from all claims, disputes, litigation, judgments and/or costs (including
185 reasonable attorney's fees), whether or not frivolous, arising from any misrepresentations made by the Seller, from any incorrect
186 information supplied by the Seller, or from any material fact concerning the Property including latent defects which the Seller fails
187 to disclose. Further, Seller shall indemnify, save, defend, and hold Broker, Broker's Sales Associates, and Seller's Designated
188 Agent harmless from any claim, loss, damage, or injury to any person or Property while viewing the Property arising from the
189 condition of Seller's Property.

190 **18. Broker Limitations:** The Broker's sole duty is to effect a sale of the Property. The Broker, Seller's Designated Agent,
191 members of the Multiple Listing Service(s) to which the Broker belongs, and the REALTOR® Association of West/South
192 Suburban Chicagoland are not charged with the custody of the Property, its management, maintenance, upkeep, or repair. Illinois
193 law allows Brokers to prepare the sales contract using approved preprinted forms, but does not allow Brokers, real estate agents, or
194 sales associates to draft other legal documents required to close the sale. Therefore, the Seller agrees to draft and furnish, or have
195 Seller's attorney draft and furnish all other legal documents necessary to close the sale.

196 **19. Minimum Standards:** Illinois law provides that all exclusive brokerage agreements must specify that the sponsoring broker,
197 (_____/_____) through one or more sponsored licensees, must provide at a minimum, the following services: (1) accept delivery
198 of and present to the client offers and counter-offers to buy, sell, or lease the client's property or the property the
199 (_____/_____) client seeks to purchase or lease; (2) assist the client in developing, communicating, negotiating, and presenting
200 Broker Initials offers, counter offers, and notices that relate to the offers and counteroffers until a lease or purchase agreement is
201 signed and all contingencies are satisfied or waived; and (3) answer the client's questions relating to the offers,
202 counter-offers, notices, and contingencies.

203 **20. Marketing Authorization:** Broker is authorized to advertise, promote, and market the Property which shall include, but not
204 be limited to, in Broker's sole discretion, the display of signs, placement of the Property in any Multiple Listing Service in which
205 Broker is a participant, and promotion of the Property through any electronic medium and/or on any Internet Homepage to which
206 the Broker may subscribe. Broker is authorized to affix a keybox to the Property, and provided the owner is absent, any MLS
207 participant or subscriber associated with the Multiple Listing Service(s), whether acting as Buyer's agent or otherwise, shall have
208 the right, through use of said keybox, to show the Property at any reasonable time. It is not a requirement of the Multiple Listing
209 Service or Broker that a Seller allow use of a keybox. Seller acknowledges that neither listing nor selling Broker, the REALTOR®
210 Association of West/South Suburban Chicagoland, nor any Multiple Listing Service is an insurer against the loss of Seller's
211 personal property. Seller is advised to safeguard or remove valuables now located on said Property. Seller is further advised to
212 verify the existence of said valuables and obtain personal property insurance through Seller's insurance agent. Further, Seller
213 hereby grants Broker and Broker shall have the right, and Seller acknowledges that Broker may have an obligation under
214 applicable Multiple Listing Service rules and regulations as a condition of placing Seller's Property in such Multiple Listing
215 Service, to release information as to the amount of selling price, type of financing, and number of days to sell the Property to any
216 Multiple Listing Service of which Broker is a member at the time the Property is sold and closed.

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

221 **22. Earnest Money:** The Earnest Money shall be held by the Listing Broker, in trust for the mutual
222 benefit of the Parties in a manner consistent with Illinois State Law. Upon initial closing, or
223 settlement, or upon breach of Contract, the Earnest Money shall be applied first to the payment of any
224 expenses incurred by the Broker on Seller's behalf in the sale, and second to payment of the Broker's
225 sales commission, rendering the surplus, if any, to the Seller. If a dispute arises between Seller and
226 Buyer as to whether a default has occurred, Broker shall hold the Earnest Money and pay it out as
227 agreed in writing by Seller and Buyer or as directed by a court of competent jurisdiction. In the event
228 of such dispute, Seller agrees that Broker may deposit the funds with the clerk of the Circuit Court by
229 an action in the nature of interpleader. Seller agrees Broker may be reimbursed from the Earnest

Broker Initial _____ Seller Initial _____ Seller Initial
Address: _____

230 Money for all costs, including reasonable attorney's fees, related to the filing of the interpleader and
231 hereby agrees to indemnify and hold Broker harmless from any and all claims and demands, including
232 the payment of reasonable attorney's fees, costs, and expenses arising out of such default, claims, and
233 demands. If Seller defaults, Earnest Money, at the option of Buyer, shall be refunded to Buyer, but
234 such refunding shall not release Seller from the obligation of this Marketing Agreement. There shall
235 be no disbursement of Earnest Money unless Escrowee has been provided written agreement from
236 Seller and Buyer. In anticipation of Closing, the Parties direct Escrowee to close the account no
237 sooner than 10 (ten) business days prior to the anticipated Closing date.

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

241 **24. Mediation:** Any controversy or claim arising out of, or relating to, this Agreement, or the breach thereof, shall be mediated, in
242 accordance with rules, then pertaining, of the American Arbitration Association, Chicago, Illinois.

243 **25. Indemnification of Broker:** Seller agrees to indemnify Broker and to save, defend, and hold Broker harmless on account of
244 any and all loss, damage, cost, or expense (including reasonable attorney's fees) incurred by Broker, arising out of this Agreement,
245 or in the collection of fees or commissions due Broker pursuant to the terms and conditions of this Agreement provided Broker is
246 not at fault.

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

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

253 **28. Lease of Property:** Although the purpose of this Agreement is to bring about a sale, option, or exchange of the Property,
254 Seller agrees to pay Broker a leasing commission of _____ if the Property is leased within the marketing period.
255 If the tenant to whom the Property is leased later purchases the Property, Seller agrees to pay Broker a sales commission of
256 _____ on the full sale price.

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

260 **30. Notice:** All notices required shall be in writing and shall be served by one Party to the other Party. Notice to any one of the
261 multiple-person Party shall be sufficient notice to all. Notice shall be given in the following manner:

- 262 (a) By personal delivery of such notice; or
- 263 (b) By mailing of such notice to the addresses recited herein by regular mail and by certified mail, return receipt requested.
264 Except as otherwise provided herein, notice served by certified mail shall be effective on the date of mailing; or
- 265 (c) By sending facsimile transmission. Notice shall be effective as of date and time of facsimile transmission, provided that
266 the notice transmitted shall be sent on business days during business hours (8:00 A.M. to 6:00 P.M. Chicago Time). In
267 the event fax notice is transmitted during non-business hours, the effective date and time of notice is the first hour of the
268 first business day after transmission; or
- 269 (d) By sending e-mail transmission. Notice shall be effective as of date and time of e-mail transmission, provided that the
270 notice transmitted shall be sent on business days during business hours (8:00 A.M. to 6:00 P.M. Chicago Time), and
271 provided further that the recipient provides written acknowledgment to the sender of receipt of the transmission (by e-
272 mail, facsimile, or by regular mail). In the event e-mail notice is transmitted during non-business hours, the effective date
273 and time of notice is the first hour of the first business day after transmission.

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

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

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

282 _____
283 BROKER

282 _____
283 SELLER

284 _____
285 BY (Signature)

284 _____
285 SELLER

286 _____
287 DATE

286 _____
287 ADDRESS

288 _____
289 DESIGNATED AGENT

290 _____
291 DATE

290 _____
291 E-MAIL ADDRESS

292 _____
293 PHONE

292 _____
293 PHONE

292 _____
293 FAX

294 _____
295 OFFICE

294 _____
295 DATE

296 _____
297 *Broker Initial*
298 *Address:* _____

296 _____
297 *Seller Initial* _____ *Seller Initial*