



**REALTOR® ASSOCIATION OF THE WESTERN SUBURBS  
STANDARD RESIDENTIAL EXCLUSIVE MARKETING AGREEMENT**



AGREEMENT between \_\_\_\_\_,  
(Company Name and Address)

hereinafter referred to as "BROKER" and \_\_\_\_\_,  
hereinafter (Seller(s))

referred to as "SELLER," in consideration of Broker's acceptance of the terms hereof and Broker's efforts to advertise, market, promote and sell the real estate commonly known as Street: \_\_\_\_\_,

Unit No.: \_\_\_\_\_, City: \_\_\_\_\_, County: \_\_\_\_\_,

State: \_\_\_\_\_, Zip Code: \_\_\_\_\_, Permanent Index No.: \_\_\_\_\_,

hereinafter referred to as "Property", Broker and Seller agree as follows:

**1. Term and Conditions:** Beginning 12:01 A.M. Month: \_\_\_\_\_ Day: \_\_\_\_\_ Year: \_\_\_\_\_ and terminating 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 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 THE**  
(*Seller's Initials*) **PARTIES TO REFUSE TO DISPLAY OR SELL SELLER'S PROPERTY TO ANY PERSON ON THE BASIS OF RACE, AGE, COLOR, RELIGION, SEX, ANCESTRY, HANDICAP, FAMILIAL STATUS OR NATIONAL ORIGIN. THE PARTIES AGREE TO COMPLY WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL FAIR HOUSING LAWS.**

**2. Marketing Price:** The Price shall be \$ \_\_\_\_\_

**3. Title:** Title is in the name of \_\_\_\_\_ and Seller has the authority to sell the Property.

**4. Possession:** Possession shall be given \_\_\_\_\_

**5. Seller's Designated Agent:** Broker designates and Seller accepts \_\_\_\_\_, ("Seller's Designated Agent"), a sales associate(s) affiliated with Broker as the only legal agent(s) 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(s) is (are) the only legal agent(s) 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. Brokerage Commission:** If the Property is sold, conveyed or exchanged by Broker, by Seller, or by or through any other person during the marketing period, or if the Property is sold, conveyed or exchanged to any person who was granted an option on the Property during the marketing period and who subsequently exercises that option, or if the Property is sold, conveyed or exchanged to any person who has leased the Property during the term of this Marketing Agreement and subsequently purchases the Property, or if the Property is sold directly or indirectly within \_\_\_\_\_ days after termination of this Marketing Agreement to a purchaser to whom it was offered during the term of this Marketing Agreement, Seller agrees to pay Broker a commission of \_\_\_\_\_ on the full sales price including any encumbrances. However, Seller shall not be obligated to pay such commission if a valid written listing agreement is entered into during the term of said protection period with another licensed real estate broker. If Seller accepts any real estate or any other property from a prospective buyer as all or part of the consideration paid to Seller in the sale of the Property, the full sales price of the Property, for purposes of computing the brokerage commission to be paid Broker by Seller under this Marketing Agreement, shall be the marketing price of the Property as set forth in Paragraph 2 of this Marketing Agreement. In the event of any such sale, Seller authorizes Designated Agent to represent the interests of both Seller and such prospective buyer in any such transaction and receive compensation from both parties.

**7. Administration Fee:** In addition to the Brokerage commission set forth herein, Seller shall pay Broker an administration fee of \_\_\_\_\_ to offset Broker's administration costs in processing this Exclusive Marketing Agreement. Said fee shall be paid to Broker \_\_\_\_\_.

**8. Commission Earned:** A commission shall be deemed to have been earned: (a) at such time as a sales contract, or exchange contract is executed and, except for Articles of Agreement for Deed, when all contingencies are met, or an option has been exercised, involving the Property, or, (b) upon presenting to the Seller an offer meeting all terms of this marketing agreement executed by a ready, willing and able buyer. Said commission shall be paid at the time of initial closing under Articles of Agreement for Deed or at the time of settlement. If there is a default of the contract of sale involving the Property attributable to Seller, then the commission shall be paid following the default, or, if contested, upon settlement of court adjudication between the parties.

**9. 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.

**10. Title Insurance and Survey:** Seller acknowledges that Seller has not added to nor disposed of any part of the Property, or gained any easements in favor of or against the Property not disclosed in the Title Guaranty Policy except as stated herein. Prior to closing, Seller agrees to furnish at Seller's expense, a title insurance commitment for an Owner's Title Insurance Policy in the amount of the sale price, showing good title in the owner's name. Prior to closing Seller agrees to furnish a spotted survey of the premises dated not more than 90 days prior to the closing date, certified by a licensed surveyor, having all corners staked and showing all improvements, easements, and building lines existing as of the sales contract date.

After a sales contract has been signed, arrangements must be made to secure title insurance and schedule the closing. Seller understands that Seller is not required to use any particular title insurance company and that Seller or Seller's attorney may select any qualified company for Seller's title insurance needs. At Seller's request, Broker will arrange to order title insurance and related services on Seller's behalf.

By checking the box and initialing below, Seller authorizes Broker to order title insurance and related services on Seller's behalf through \_\_\_\_\_ an affiliate of Broker, for the estimated charges as disclosed in the Federal and State Disclosure Statements provided Seller by Broker.

- Yes, (\_\_\_\_\_/\_\_\_\_\_) I wish to have \_\_\_\_\_ provide the title insurance and related services as stated above.  
(Seller's Initials)
- No, (\_\_\_\_\_/\_\_\_\_\_) I or my attorney will make the necessary arrangements for title insurance and any related services.  
(Seller's Initials)

**11. Personal Property, Fixtures, etc.:** Included in the purchase price are: hot water heater; plumbing and electrical fixtures; sump pumps; central heating and cooling; humidifying and filtering equipment; fixed carpeting; built-in kitchen appliances, equipment, and cabinets, water softener (except rental units) storm and screen windows and doors; attached shutters, window treatment hardware, blinds and shades, shelving systems, fireplace screen, doors and grates; smoke detectors; roof or attic T.V. antenna; all planted vegetation; garage door openers and car units together with all improvements and fixtures, if any, (all of which are hereinafter referred to as Equipment), shall be left on the Property and shall be transferred to the Buyer by a Bill of Sale at the time of closing. The following items shall also be left on the Property and be conveyed to Buyer at time of closing:

\_\_\_\_\_  
\_\_\_\_\_

Excluded items: \_\_\_\_\_

All the aforementioned Equipment remaining on the Property, belongs to the Owner, is paid for, and will be in operating condition at the time of closing, except for the following: \_\_\_\_\_

\_\_\_\_\_

**12. Home Warranty:** Seller agrees to provide a limited home warranty program from \_\_\_\_\_ at a charge of \$\_\_\_\_\_ plus options, if any. Seller acknowledges that a home warranty program is a limited warranty with a deductible. (STRIKE THROUGH IF NOT OFFERED.)

**13. 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 your Property. Seller(s) acknowledge they were informed of the possibility of this type of representation. Before signing this document, please 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 client's 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(s) acknowledge that licensee has explained the implications of dual representation, including the risks involved, and understand that Seller(s) have been advised to seek independent advice from your 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 qualifications 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(s) is uncomfortable with this disclosure and dual representation, please let licensee know. Seller(s) are not required to accept this section unless you want to allow the licensee to proceed as a Dual Agent in this transaction.**

Yes    No      By checking "Yes" and initialing, Seller(s) acknowledge that Seller(s) have read and understand this section and voluntarily consent to the licensee acting as a Dual Agent (that is, to represent BOTH the Seller or Landlord and the Buyer and Tenant) should that become necessary.  
(\_\_\_\_\_/\_\_\_\_\_)      (Seller's Initials)

**14. 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.

**15. 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.

**16. 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.

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

**18. Seller(s)' Acknowledgement:** Seller acknowledges that Seller has been informed of the responsibilities imposed upon Seller under the Residential Real Property Disclosure Act. Seller agrees to comply with the requirements of this Act to the best of Seller's ability and to not knowingly give any false or inaccurate information regarding the disclosures required by that Act. Seller shall comply with all applicable federal and state laws with respect to the sale of the subject Property.

**19. Disclosure:** All inquires 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 it is essential that this information be accurate. **THE BROKER IS HEREBY AUTHORIZED TO SUBMIT ALL INFORMATION REQUIRED BY THE RULES OF THE MULTIPLE LISTING SERVICE(S) OF WHICH THE BROKER IS A MEMBER. SELLER UNDERSTANDS THAT SELLER HAS AN OBLIGATION TO PROVIDE ACCURATE, TRUTHFUL INFORMATION AND HEREBY PROMISES TO FULFILL THIS OBLIGATION.** 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(s) 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, 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(s) 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.

**20. Broker Limitations:** The Broker's sole duty is to effect a sale of the Property. The Broker, Seller's Designated Agent(s), members of the Multiple Listing Service(s) to which the Broker belongs, and the REALTOR<sup>®</sup> Association of the Western Suburbs 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 no other legal documents required to close the sale. Therefore, the Seller agrees to furnish, or have Seller's attorney furnish all other legal documents necessary to close the sale.

**21. 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 REALTOR<sup>®</sup> Association of the Western Suburbs, or 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.

**22. Taxes and Assessments:** All taxes and all usually prorated expenses shall be prorated pursuant to the terms of the sales contract. Seller has no knowledge of any assessments or special taxes for improvements, or lien for improvements, either of record or in process, applicable to the Property marketed herein and should the Seller receive any notice thereof, Seller agrees to notify the Broker immediately.

**23. 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, AND UPON INITIAL CLOSING, OR SETTLEMENT, OR UPON FORFEITURE OF THE SALES CONTRACT, SHALL BE APPLIED FIRST TO THE PAYMENT OF ANY EXPENSE INCURRED BY THE BROKER ON SELLER'S BEHALF IN THE SALE, AND SECOND TO PAYMENT OF THE BROKER'S SALES COMMISSION, RENDERING THE OVERPLUS, IF ANY, TO THE SELLER. IF A DISPUTE ARISES BETWEEN SELLER AND PURCHASER AS TO WHETHER A DEFAULT HAS OCCURRED, BROKER SHALL HOLD THE EARNEST MONEY AND PAY IT OUT AS AGREED IN WRITING BY SELLER AND PURCHASER OR 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. SELLER AGREES BROKER MAY BE REIMBURSED FROM THE EARNEST MONEY FOR ALL COSTS, INCLUDING REASONABLE ATTORNEY'S FEES, RELATED TO THE FILING OF THE INTERPLEADER AND HEREBY AGREES TO INDEMNIFY AND HOLD BROKER HARMLESS FROM ANY AND ALL CLAIMS AND DEMANDS, INCLUDING THE PAYMENT OF REASONABLE ATTORNEY'S FEES, COSTS AND EXPENSES ARISING OUT OF SUCH DEFAULT, CLAIMS, AND DEMANDS. IF SELLER DEFAULTS, EARNEST MONEY, AT THE OPTION OF PURCHASER, SHALL BE REFUNDED TO PURCHASER, BUT SUCH REFUNDING SHALL NOT RELEASE SELLER FROM THE OBLIGATION OF THIS MARKETING AGREEMENT. WRITTEN RELEASE AND DIRECTION TO THE LISTING BROKER WITH SIGNATURES OF THE BUYER AND SELLER ARE NECESSARY FOR THE RELEASE OF EARNEST MONEY.

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

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

**26. Indemnification of Broker:** Seller(s) 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 Exclusive Marketing 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.

**27. Disclaimer:** Seller acknowledges that Broker and Seller's Designated Agent are acting solely as real estate professionals, and not as an 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.

**28. Costs of Third Party Services or Products:** Broker will not obtain or order products or services from outside sources unless Seller agrees in writing to pay for them immediately when payment is due. (Examples: surveys, soil test, title reports, engineering studies).

**29. Lease of Property:** Although the purpose of this Marketing Agreement is to bring about a sale, option or exchange of the Property, if the Property is leased within the marketing period, then Seller agrees to pay Broker a leasing commission of \_\_\_\_\_. If the tenant to whom the Property is leased later purchases the Property, then Seller agrees to pay Broker a sales commission of \_\_\_\_\_ on the full sale price, including any encumbrances.

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

**31. Entire Agreement:** This Marketing 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 Exclusive Marketing 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: (HERE LIST ALL ATTACHMENTS) \_\_\_\_\_

*(Signatures are required of all who have an interest in the Property)*

4 Sale Realty Advantage, Inc.  
BROKER

\_\_\_\_\_  
SELLER

\_\_\_\_\_  
BY

\_\_\_\_\_  
TAX I.D./SOCIAL SECURITY NUMBER

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SELLER

Karen L. Pietsch  
DESIGNATED AGENT

\_\_\_\_\_  
TAX I.D./SOCIAL SECURITY NUMBER

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
DATE

847.989.4885  
PHONE

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\_\_\_\_\_

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OFFICE

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DATE