



CHICAGO ASSOCIATION OF REALTORS®
EXCLUSIVE MARKETING AGREEMENT FOR INTERNATIONAL PROPERTY
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 This Contract is Intended to be a Binding Real Estate Contract



1 _____
 2 Sponsoring Broker Company Name (Print)
 3 _____
 4 Designated Managing Broker Name (Print)
 5 _____
 6 Designated Agent Name (Print)

_____ Seller Name (Individual or Entity) (Print)
 _____ Seller's Legal Representative (Print)
 _____ Title of Representative (Print)

7 **1. Property:** This Agreement is between the above-mentioned Sponsoring Broker and Seller, in consideration of their acceptance of the terms hereof
 8 and, efforts of Sponsoring Broker to advertise, market and promote the real estate commonly known as:
 9 Address: _____
 10 Unit No: _____, City: _____, District: _____
 11 State: _____, Region/Province: _____ Postal Code: _____, Country: _____
 12 (hereinafter referred to as "**Property**").
 13 Property Type: (**choose one**) • Vacant Land, • Commercial, • Single Family, • Condo, • Townhome, • Other _____

14 **2. Marketing Price of Property:** The Property shall be marketed for sale or lease ("**Transfer of Property**") at a price of \$ _____;
 15 and Seller may sell or lease the Property for such other price and/or terms as Seller may accept.

16 **3. Term:** The term of this Agreement begins 12:01 A.M. on _____ (MM/DD/YYYY) and terminates at 11:59 P.M.
 17 on _____ (MM/DD/YYYY) ("**Marketing Period**"). Seller gives Sponsoring Broker the exclusive right, including but not
 18 limited to the participation in the Midwest Real Estate Database, LLC (hereinafter referred to as **MRED**), to market the Property to qualified purchasers
 19 and to share the Property with participants in the MRED, in accordance with the applicable rules and regulations of MRED.

20 **4. Non-Discrimination:** THE PARTIES UNDERSTAND AND AGREE THAT IT IS ILLEGAL FOR EITHER OF THEM TO DISCRIMINATE AGAINST ANY
 21 PROSPECTIVE BUYER OR LESSEE ON THE BASIS OF RACE, AGE, COLOR, RELIGION, SEX, ANCESTRY, ORDER OF PROTECTION STATUS, MARITAL
 22 STATUS, PHYSICAL OR MENTAL HANDICAP, FAMILIAL STATUS, NATIONAL ORIGIN, SEXUAL ORIENTATION, MILITARY STATUS, DISHONORABLE
 23 DISCHARGE FROM THE MILITARY SERVICE, OR ANY OTHER CLASS PROTECTED BY THE ILLINOIS HUMAN RIGHTS ACT. THE PARTIES AGREE TO
 24 COMPLY WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL FAIR HOUSING LAWS.

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

27 **6. Designated Agent:** Sponsoring Broker and Seller hereby agree that _____, a sponsored licensee of
 28 Sponsoring Broker is Seller's exclusive designated agent ("**Designated Agent**") under this Agreement, and (b) neither Sponsoring Broker nor other
 29 sponsored licensees of Sponsoring Broker will be acting as agent for Seller. Seller understands and agrees that Sponsoring Broker and any of
 30 Sponsoring Broker's other sponsored licensees may enter into agreements with prospective purchasers of the Property as agents of those purchasers.

31 **7. Minimum Services:** Pursuant to the Illinois Real Estate License Act of 2000 (225 ILCS 454/1 *et seq.*), as amended, Sponsoring Broker, through the
 32 Designated Agent, must provide to Seller, at a minimum, the following services: (a) accept delivery of and present to Seller offers and counteroffers
 33 to buy, sell, lease or otherwise transfer any interest in the Property or any portion thereof; (b) assist Seller in developing, communicating, negotiating
 34 and presenting offers, counteroffers and notices that relate to the offers and counteroffers until a lease or purchase agreement is fully executed and
 35 all contingencies are satisfied or waived; and (c) answer Seller's questions relating to the offers, counteroffers, notices and contingencies.

36 **8. Compensation:** Sponsoring Broker is authorized to market the Property to prospective buyers through cooperating brokers; and Sponsoring
 37 Broker, on a case-by-case basis, may pay a part of its marketing fee to cooperating brokers. Sponsoring Broker is authorized, in its sole discretion,
 38 the amount of compensation that it will offer cooperating brokers in the sale or lease of the Property.

39 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
 40 and Seller, Seller shall pay to Sponsoring Broker, within 4 business days of written demand by Sponsoring Broker, reimbursement for Sponsoring
 41 Broker's performance of professional services in the amount of \$ _____, including but not limited to: marketing, advertising, office expenses,
 42 MRED fees, printing, attorneys' fees and court costs. The amount for Sponsoring Broker's performance of services shall be determined solely by
 43 Sponsoring Broker. In cases of the Seller's breach of this Agreement, Seller shall pay to Sponsoring Broker the Commission payable on the Transfer
 44 of Property to compensate Sponsoring Broker for Sponsoring Broker's time, expenses and services involved in marketing the Property.

45 **9. Marketing Fee:** In consideration of the obligations of the Sponsoring Broker, the Seller agrees:
 46 (1) Whether or not the sale of the Property actually occurs, Seller agrees to pay a marketing fee of \$ _____ (in U.S. dollars),
 47 by _____ (date MM/DD/YYYY) to market the Property as mutually agreed upon by the parties.
 48 (2) If the sale of the Property does occur, Seller agrees to pay Sponsoring Broker an additional marketing fee of (**check one**)
 49 \$ _____ or _____% of the purchase price for the Property paid in U.S. dollars.

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

52 **11. Representation of Seller:** Seller represents and warrants that Seller is the titleholder of the Property and has the authority to Transfer the
53 Property. Seller further acknowledges that Seller has been informed and understands that as part of Sponsoring Broker's real estate business,
54 Sponsoring Broker, from time to time, enters into representation agreements with sellers, and, as such, may designate certain of its licensees as
55 exclusive seller's representatives for the purpose of showing and negotiating the purchase of real estate listed with Sponsoring Broker or other real
56 estate brokerage firms.

57 **12. Dual Agency:** By checking "Yes" and signing below, Seller acknowledges and agrees that the Designated Agent ("Licensee") may undertake a dual
58 representation (represent both seller and buyer or landlord and tenant) for the sale or lease of the Property. Seller acknowledges they were informed
59 of the possibility of this type of representation. Before signing this document please read the following:
60

61 Representing more than one party to a transaction presents a conflict of interest since both clients may rely upon the Designated Agent's
62 advice and the client's respective interests may be adverse to each other. The Designated Agent will undertake this representation only
63 with the written consent of ALL clients in the transaction. Any agreement between the clients as to a final contract price and other terms
64 is a result of negotiations between the clients acting in their own best interests and on their own behalf. You acknowledge that the
65 Designated Agent has explained the implications of dual representation, including the risks involved, and understand that you have been
66 advised to seek independent advice from your advisors or attorneys before signing any documents in this transaction.

67 **WHAT A DESIGNATED AGENT CAN DO FOR CLIENTS WHEN ACTING AS A DUAL AGENT:**

- 68 1. Treat all clients honestly.
- 69 2. Provide information about the property to the buyer or tenant.
- 70 3. Disclose all latent material defects in the property that are known to the Designated Agent.
- 71 4. Disclose the financial qualification of the buyer or tenant to the seller or landlord.
- 72 5. Explain real estate terms.
- 73 6. Help the buyer or tenant arrange for property inspections.
- 74 7. Explain closing costs and procedures.
- 75 8. Help the buyer compare financing alternatives.
- 76 9. Provide information to seller or buyer about comparable properties that have sold so both clients may make educated decisions on
77 what price to accept or offer.

78 **WHAT A DESIGNATED AGENT CANNOT DISCLOSE TO CLIENTS WHEN ACTING AS A DUAL AGENT:**

- 79 1. Confidential information that the Designated Agent may know about a client, without that client's express consent.
- 80 2. The price or terms the seller or landlord will take other than the listing price without permission of the seller or landlord.
- 81 3. The price or terms the buyer or tenant is willing to pay without permission of the buyer or tenant.
- 82 4. A recommended or suggested price or terms the buyer or tenant should offer.
- 83 5. A recommended or suggested price or terms the seller or landlord should counter with or accept.

84 If client is uncomfortable with this disclosure and dual representation, please let the Designated Agent know. Seller acknowledges having read these
85 provisions regarding the issue of dual representation. Seller is not required to accept this Paragraph 12 unless Seller wishes to allow the Designated
86 Agent to proceed as a dual agent ("**Dual Agent**") in this transaction. By checking "Yes", signing below, and signing this Agreement, Seller acknowledges
87 that it has read and understands this Paragraph 12 and voluntarily consents to the Designated Agent acting as a Dual Agent (that is, to represent both
88 the Seller and prospective purchaser or tenant, as applicable) should it become necessary.

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

- 90 **Yes, I have read the above information and provide my Prior Consent to Dual Agency**
- 91 **No, I do not consent to Dual Agency**

92 Seller Signature: _____ Seller Signature: _____

93 **13. Sponsoring Broker's Affiliates:** Seller understands and agrees that other licensees affiliated with the Sponsoring Broker, may represent the actual
94 or prospective buyer of Seller's Property. Further, Seller understands and agrees that if the Property is sold through the efforts of a licensee affiliated
95 with the Sponsoring Broker that represents the buyer, the other licensee affiliated with Sponsoring Broker will be acting as a buyer's representative.

96 **14. Representation of Multiple Sellers:** Seller understands and agrees that Sponsoring Broker may from time to time represent or assist other sellers
97 who may be interested in selling property to the buyers with whom Sponsoring Broker has a buyer agency contract or with whom Sponsoring Broker
98 is working as a customer. The Seller consents to Sponsoring Broker's representation of other sellers before, during, and after the expiration of this
99 Agreement and expressly waives any claims, including, but not limited to, breach of fiduciary duty or breach of contract, based solely upon Sponsoring
100 Broker's representation or assistance of other sellers who may be interested in selling property to the buyers with whom Sponsoring Broker has a
101 buyer agency contract or with whom Sponsoring Broker is working as a customer.

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

106 **16. Limitations:** The sole duty of the Sponsoring Broker is to market the Property. The Sponsoring Broker, Designated Agent, members of the Multiple
107 Listing Service(s) to which the Sponsoring Broker belongs, and the Chicago Association of REALTORS® are not charged with the custody of the Property,
108 its management, maintenance, upkeep, or repair. Seller understands that such other professional service providers are available to render advice or
109 services to the Seller, if desired, at Seller's expense.

110 **17. Taxes and Assessments:** All taxes and all usually prorated expenses shall be prorated pursuant to the terms of the sales contract.

111 **18. Mediation and Arbitration:** Any controversy or claim arising out of or relating to this Agreement or the breach of this Agreement, shall be settled
112 by mediation and arbitration in accordance with the rules and procedures of the Chicago Association of REALTORS®. Judgment upon the award
113 rendered by the arbitrator may be entered in any court having jurisdiction.

114 **19. Indemnity:** Seller hereby indemnifies and holds Sponsoring Broker and Sponsoring Broker's agents harmless from any and all claims, disputes,
115 litigation, judgments, costs and legal fees from the defense of Sponsoring Broker and Sponsoring Broker's agents, including reasonable attorneys'
116 fees and costs arising from any misrepresentation by the Seller or other incorrect information supplied by the Seller to Sponsoring Broker or any third
117 party.

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

121 **21 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
122 respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such
123 invalid, illegal, or unenforceable provision had never been contained herein.

124 **22. Notice:** All notices required by this Agreement shall be in writing and shall be served upon the parties or their attorneys addresses or contact
125 information herein provided. Any changes to the contact information must be delivered promptly and in writing with acknowledgement by all parties.
126 The mailing of notice by registered or certified mail, return receipt requested, shall be sufficient service. Notices may also be served by personal
127 delivery, commercial delivery service, by the use of a facsimile machine, or e-mail transmission. E-mail and facsimile notice shall be deemed valid
128 when transmitted. In addition, facsimile signatures or digital signatures shall be sufficient for purposes of executing this Agreement and shall be
129 deemed originals. Each party shall retain a copy of proof of facsimile transmission and e-mail notice and provide such proof, if requested.

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

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

134 _____
135 Sponsoring Broker Company Name *(Print)* Seller Name *(Print)*

136 _____
137 Designated Managing Broker Name *(Print)* Seller *(Signature)* Date

138 _____
139 Designated Managing Broker *(Signature)* Date Seller Name *(Print)*

140 _____
141 Seller *(Signature)* Date

142 _____
143 Sponsoring Broker Address Seller Current Mailing Address *(Required)*

144 _____
145 Designated Agent Name *(Print)* Seller Phone

146 _____
147 Designated Agent Phone Seller Phone

148 _____
149 Designated Agent Email Seller Email

150 _____
151 Seller Email



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 4 Designated Managing Broker Name (Print)
 5 _____
 6 Designated Agent Name (Print)

_____ Seller Name (Individual or Entity) (Print)
 _____ Seller's Legal Representative (Print)
 _____ Title of Representative (Print)

7 **1. Property:** This Agreement is between the above-mentioned Sponsoring Broker and Seller, in consideration of their acceptance of the terms hereof
 8 and, efforts of Sponsoring Broker to advertise, market and promote the real estate commonly known as:
 9 Address: _____
 10 Unit No: _____, City: _____, District: _____
 11 State: _____, Region/Province: _____ Postal Code: _____, Country: _____
 12 (hereinafter referred to as "**Property**").
 13 Property Type: (**choose one**) • Vacant Land, • Commercial, • Single Family, • Condo, • Townhome, • Other _____

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 19 and to share the Property with participants in the MRED, in accordance with the applicable rules and regulations of MRED.

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 29 sponsored licensees of Sponsoring Broker will be acting as agent for Seller. Seller understands and agrees that Sponsoring Broker and any of
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 40 and Seller, Seller shall pay to Sponsoring Broker, within 4 business days of written demand by Sponsoring Broker, reimbursement for Sponsoring
 41 Broker's performance of professional services in the amount of \$ _____, including but not limited to: marketing, advertising, office expenses,
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 43 Sponsoring Broker. In cases of the Seller's breach of this Agreement, Seller shall pay to Sponsoring Broker the Commission payable on the Transfer
 44 of Property to compensate Sponsoring Broker for Sponsoring Broker's time, expenses and services involved in marketing the Property.

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 47 by _____ (date MM/DD/YYYY) to market the Property as mutually agreed upon by the parties.
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Sponsoring Broker Initials _____ Page 1 of 3 Seller Initials _____ Seller Initials _____
 Revised 06/2020

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51 reports, well and septic tests, etc.

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53 Property. Seller further acknowledges that Seller has been informed and understands that as part of Sponsoring Broker's real estate business,
54 Sponsoring Broker, from time to time, enters into representation agreements with sellers, and, as such, may designate certain of its licensees as
55 exclusive seller's representatives for the purpose of showing and negotiating the purchase of real estate listed with Sponsoring Broker or other real
56 estate brokerage firms.

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58 representation (represent both seller and buyer or landlord and tenant) for the sale or lease of the Property. Seller acknowledges they were informed
59 of the possibility of this type of representation. Before signing this document please read the following:
60

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62 advice and the client's respective interests may be adverse to each other. The Designated Agent will undertake this representation only
63 with the written consent of ALL clients in the transaction. Any agreement between the clients as to a final contract price and other terms
64 is a result of negotiations between the clients acting in their own best interests and on their own behalf. You acknowledge that the
65 Designated Agent has explained the implications of dual representation, including the risks involved, and understand that you have been
66 advised to seek independent advice from your advisors or attorneys before signing any documents in this transaction.

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77 what price to accept or offer.

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84 If client is uncomfortable with this disclosure and dual representation, please let the Designated Agent know. Seller acknowledges having read these
85 provisions regarding the issue of dual representation. Seller is not required to accept this Paragraph 12 unless Seller wishes to allow the Designated
86 Agent to proceed as a dual agent ("**Dual Agent**") in this transaction. By checking "Yes", signing below, and signing this Agreement, Seller acknowledges
87 that it has read and understands this Paragraph 12 and voluntarily consents to the Designated Agent acting as a Dual Agent (that is, to represent both
88 the Seller and prospective purchaser or tenant, as applicable) should it become necessary.

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

- 90 **Yes, I have read the above information and provide my Prior Consent to Dual Agency**
- 91 **No, I do not consent to Dual Agency**

92 Seller Signature: _____ Seller Signature: _____

93 **13. Sponsoring Broker's Affiliates:** Seller understands and agrees that other licensees affiliated with the Sponsoring Broker, may represent the actual
94 or prospective buyer of Seller's Property. Further, Seller understands and agrees that if the Property is sold through the efforts of a licensee affiliated
95 with the Sponsoring Broker that represents the buyer, the other licensee affiliated with Sponsoring Broker will be acting as a buyer's representative.

96 **14. Representation of Multiple Sellers:** Seller understands and agrees that Sponsoring Broker may from time to time represent or assist other sellers
97 who may be interested in selling property to the buyers with whom Sponsoring Broker has a buyer agency contract or with whom Sponsoring Broker
98 is working as a customer. The Seller consents to Sponsoring Broker's representation of other sellers before, during, and after the expiration of this
99 Agreement and expressly waives any claims, including, but not limited to, breach of fiduciary duty or breach of contract, based solely upon Sponsoring
100 Broker's representation or assistance of other sellers who may be interested in selling property to the buyers with whom Sponsoring Broker has a
101 buyer agency contract or with whom Sponsoring Broker is working as a customer.

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

106 **16. Limitations:** The sole duty of the Sponsoring Broker is to market the Property. The Sponsoring Broker, Designated Agent, members of the Multiple
107 Listing Service(s) to which the Sponsoring Broker belongs, and the Chicago Association of REALTORS® are not charged with the custody of the Property,
108 its management, maintenance, upkeep, or repair. Seller understands that such other professional service providers are available to render advice or
109 services to the Seller, if desired, at Seller's expense.

110 **17. Taxes and Assessments:** All taxes and all usually prorated expenses shall be prorated pursuant to the terms of the sales contract.

111 **18. Mediation and Arbitration:** Any controversy or claim arising out of or relating to this Agreement or the breach of this Agreement, shall be settled
112 by mediation and arbitration in accordance with the rules and procedures of the Chicago Association of REALTORS®. Judgment upon the award
113 rendered by the arbitrator may be entered in any court having jurisdiction.

114 **19. Indemnity:** Seller hereby indemnifies and holds Sponsoring Broker and Sponsoring Broker's agents harmless from any and all claims, disputes,
115 litigation, judgments, costs and legal fees from the defense of Sponsoring Broker and Sponsoring Broker's agents, including reasonable attorneys'
116 fees and costs arising from any misrepresentation by the Seller or other incorrect information supplied by the Seller to Sponsoring Broker or any third
117 party.

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

121 **21 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
122 respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such
123 invalid, illegal, or unenforceable provision had never been contained herein.

124 **22. Notice:** All notices required by this Agreement shall be in writing and shall be served upon the parties or their attorneys addresses or contact
125 information herein provided. Any changes to the contact information must be delivered promptly and in writing with acknowledgement by all parties.
126 The mailing of notice by registered or certified mail, return receipt requested, shall be sufficient service. Notices may also be served by personal
127 delivery, commercial delivery service, by the use of a facsimile machine, or e-mail transmission. E-mail and facsimile notice shall be deemed valid
128 when transmitted. In addition, facsimile signatures or digital signatures shall be sufficient for purposes of executing this Agreement and shall be
129 deemed originals. Each party shall retain a copy of proof of facsimile transmission and e-mail notice and provide such proof, if requested.

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

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

134 _____
135 Sponsoring Broker Company Name *(Print)* Seller Name *(Print)*

136 _____
137 Designated Managing Broker Name *(Print)* Seller *(Signature)* Date

138 _____
139 Designated Managing Broker *(Signature)* Date Seller Name *(Print)*

140 _____
141 Seller *(Signature)* Date

142 _____
143 Sponsoring Broker Address Seller Current Mailing Address *(Required)*

144 _____
145 Designated Agent Name *(Print)* Seller Phone

146 _____
147 Designated Agent Phone Seller Phone

148 _____
149 Designated Agent Email Seller Email

150 _____
151 Seller Email