

This contract is intended to be a binding Real Estate contract. This contract is not a government-specified form. The Brokerage and Seller may negotiate any of the terms of this contract before signing. The amount and how Brokerage commissions are formulated are not set by law and are fully negotiable prior to execution of this contract.

1 **1. PARTIES.** This Exclusive Right to Sell Listing Agreement ("**Agreement**") is entered into by and between sponsoring broker
2 _____ ("**Brokerage**") and _____ ("**Seller**").
3 In consideration of the following agreements and Brokerage's efforts to procure a ready, willing and able buyer for the sale or exchange
4 of property and improvements described below (including the undivided interest in the common elements and accumulated reserves,
5 if any) (collectively, "**Property**"), Seller hereby grants Brokerage the exclusive right to sell (or, at Seller's direction, lease, exchange, joint
6 venture or grant an option to purchase) the Property (collectively, "**Transfer of Property**") pursuant to the terms and conditions set
7 forth below ("**Exclusive Right**").

8 **2. TERM.** Brokerage's Exclusive Right shall begin on _____, 20____ ("**Effective Date**") and shall extend until
9 11:59 P.M. on _____, 20____, at which time this Agreement shall automatically terminate ("**Termination**
10 **Date**"). Notwithstanding anything in this paragraph to the contrary, in the event that the Termination Date is more than one year from
11 the Effective Date, Seller may terminate this Agreement on 11:59 p.m. on the date that is one year after the Effective Date (deemed
12 the "Termination Date" if applicable) by providing 30 days prior written notice to Brokerage. In the event that this Agreement is
13 terminated pursuant to this paragraph, the provisions of Section 22 do not apply. From the date of Seller's acceptance of any offer and
14 execution of a contract for the Transfer of Property ("**Accepted Offer**"), unless the Accepted Offer is expressly subject to the continual
15 marketing of the Property, Brokerage shall have no further obligation to market, advertise for sale or show the Property. Once all of
16 the contingencies for the Accepted Offer have been satisfied or waived, Brokerage shall have no further obligation to Seller except to
17 present Seller with any offers or counteroffers pertaining to the Property.

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

21 **Check if applicable**

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

25 **4 PROPERTY.**

26 Address: _____ Unit Number(s): _____

27 City: _____ State: _____ Zip Code: _____

28 Parking Space Number(s): _____ Parking is: Deeded; Limited Common Element; Assigned; Indoor; Outdoor

29 Storage Space Number(s): _____ Storage is: Deeded; Limited Common Element; Assigned

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

33 **6. DESIGNATED AGENT.** Brokerage and Seller hereby agree that (a) _____,
34 a sponsored licensee of Brokerage, is Seller's exclusive designated agent ("**Designated Agent**") with Brokerage, and (b) neither
35 Brokerage nor other sponsored licensees of Brokerage will be acting as agent for Seller. Brokerage shall have the discretion to appoint
36 a substitute designated agent for Seller as Brokerage determines necessary, and Seller shall be advised within a reasonable time of any
37 such substitution. Seller understands and agrees that Brokerage and any of Brokerage's other sponsored licensees may enter into
38 agreements with prospective buyers of the Property as agents of those buyers.

39 **7. MINIMUM SERVICES.** Pursuant to the Illinois Real Estate License Act of 2000 (225 ILCS 454/1 et seq.), as amended, Brokerage,
40 through the Designated Agent, must provide to Seller, at a minimum, the following services: (a) accept delivery of and present to Seller

41 offers and counteroffers to buy, sell, lease or otherwise transfer any interest in the Property or any portion thereof; (b) assist Seller in
42 developing, communicating, negotiating and presenting offers, counteroffers and notices that relate to the offers and counteroffers
43 until a lease or purchase agreement is fully executed and all contingencies are satisfied or waived; and (c) answer Seller's questions
44 relating to the offers, counteroffers, notices and contingencies.

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

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

50 (i) cooperate fully with Brokerage and the Designated Agent; (ii) refer all inquiries to Brokerage and the Designated Agent; (iii) allow
51 access and entry to the Property at convenient times by Brokerage, the Designated Agent and cooperating brokers (whether alone or
52 accompanied by Brokerage or the Designated Agent) for the purpose of showing the Property to prospective buyers or lessees; (iv) if
53 the Property is leased or occupied by a tenant, to comply with Paragraph 8(E) of this Agreement; (v) conduct all negotiations through
54 Brokerage or the Designated Agent; and (vi) pay Brokerage compensation pursuant to the terms of Paragraph 11 below.

55 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
56 showing good and merchantable title, and execute and deliver, or cause to be executed and delivered, to the buyer a proper
57 instrument of conveyance.

58 B. **Survey.** If the Property is not a condominium or a cooperative, then prior to closing, Seller shall furnish to the buyer at least
59 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
60 in Seller's Real Estate Sale Contract) showing the present location of all improvements on the Property. If the buyer or buyer's
61 mortgagee desires a more recent or extensive survey, then the survey shall be obtained at the expense of either the buyer or
62 seller, as agreed to by buyer and Seller.

63 C. **Lock Box.**

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

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

74 Whether authorized here or in the future by Seller's written direction, Seller shall hold Brokerage, its agents, and any Multiple
75 Listing Service, of which Brokerage is a participant, harmless from any and all liability, claims, judgments, obligations, or
76 demands against Brokerage and/or Designated Agent as a result of Seller's authorization to use a "Lock Box," including, but
77 not limited to, any and all liabilities and costs, including reasonable attorneys' fees, incurred by Brokerage and/or Designated
78 Agent as a result of this authorization, except for any criminal or gross negligence on the part of the Brokerage and/or
79 Designated Agent. If no selection is made, Seller shall be deemed to have provided Brokerage and its agent the authorizations
80 provided in this subsection.

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

83 E. **Leased Property.** If the Property is leased or occupied by a tenant, Seller acknowledges and agrees to the following: (i) Seller
84 has notified and advised the tenant and occupants of this Agreement, including, without limitation, the terms and provisions
85 of Paragraph 8(C); (ii) Seller will comply with all of the provisions of the Chicago Residential Landlord and Tenant Ordinance
86 and any other laws, regulations, and ordinances relating to the provision of notice to, and obtaining permission from, any
87 tenant or occupant of the Property for the Brokerage, its agent, cooperating real estate agents, and prospective buyers or
88 lessees to enter the Property during reasonable times during the term of the Agreement; (iii) it is Seller's responsibility to keep

89 the Brokerage informed of any times that Seller's tenant or occupant has not agreed to provide access to the Property; and
90 (iv) Seller has advised all of the tenants and occupants of the Property of the importance of safeguarding or removing valuables
91 now located within the Property and the need to obtain personal property insurance during the term of this Agreement.

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

99 **Seller Initials:** _____ **Seller Initials:** _____

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

107 **Check and initial if applicable**

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

115 **Initial if Checked: Seller Initials:** _____ **Seller Initials:** _____

116 **11. LISTING BROKERAGE COMPENSATION.** For providing its services to Seller pursuant to this Agreement, Seller agrees to pay an
117 upfront fee to Brokerage for professional services in the amount of (**check one**) \$ _____ (**"Listing Fee"**) **OR** None. Unless
118 stated otherwise in this Agreement, the Listing Fee (if applicable) is non-refundable and due upon signing of this Agreement.

119 In addition to the Listing Fee, Seller shall pay Brokerage as follows: (**check all that apply**)

- 120 A. **Percentage Commission.** Seller shall pay Brokerage a commission in the amount of _____ % [percent] of the purchase
121 price set forth in the purchase and sales contract plus \$ _____ (**"Listing Commission"**)
- 122 B. **Flat Rate.** Seller shall pay Brokerage a flat rate of \$ _____ (**"Brokerage Fee"**).
- 123 C. **Unrepresented Buyer Compensation.** If a buyer for the Property is not represented by a licensed real estate broker, for
124 Brokerage's additional ministerial and administrative assistance that may be caused by a buyer being unrepresented,
125 Seller agrees to pay Brokerage an additional compensation of _____ % [percent] of the purchase price set forth in
126 the purchase and sales contract plus \$ _____ (**"Unrepresented Buyer Compensation"**). Seller agrees that the
127 Unrepresented Buyer Compensation is in addition to the Listing Commission or Brokerage Fee.
- 128 D. **Rental Commission.** In the event Seller enters into a leasing agreement with a tenant during the term of this Agreement,
129 Seller agrees to pay Brokerage a rental commission of _____ plus
130 \$ _____ (**"Rental Commission"**). In the event the Property is later purchased by the tenant, or an option to
131 purchase is later granted to and exercised by the tenant, then in addition to the Rental Commission, Seller must pay
132 Brokerage the Listing Commission, Brokerage Fee, or the fees set forth in Section 11.E below.

133 E. Other. _____
134 _____ (“Other Compensation”)

135 The Listing Commission, Brokerage Fee, Unrepresented Buyer Compensation, Rental Commission, and Other Compensation are
136 referred to collectively as “Listing Brokerage Compensation”. Brokerage shall be entitled to the Listing Brokerage Compensation (a)
137 upon the closing of any Transfer of Property prior to the Termination Date, regardless of whether the Transfer of Property resulted
138 from the service and/or effort of the Brokerage, Designated Agent, Seller or any other persons or entities; (b) upon the closing of any
139 Transfer of Property within 180 days after the Termination Date to any person to whom the Property was submitted prior to the
140 Termination Date; or (c) upon Seller’s default in a purchase and sales contract with a ready, willing, and able buyer.

141 Notwithstanding the foregoing, if (i) the Property is residential property of four units or less, (ii) the Termination Date has passed, and
142 (iii) Seller has entered into a valid, bona fide, written listing agreement with another licensed real estate broker during the 180 day
143 period, then Brokerage shall not be entitled to any Listing Brokerage Compensation pursuant to this Agreement on any Transfer of
144 Property. For Property which is not residential property of four units or less, if the Property is listed with another licensed real estate
145 broker during the 180 day period following the Termination Date, Seller shall be liable for the entire Listing Brokerage Compensation.

146 No amendment or alteration with respect to the amount of Listing Fee or Listing Brokerage Compensation, or time of payment of Listing
147 Fee or Listing Brokerage Compensation, shall be valid or binding unless made in writing and signed by the parties hereto. Listing
148 Brokerage Compensation is to be paid at time of execution and delivery of deed, option, lease, joint venture agreement, or installment
149 agreement for deed, whichever occurs first, and Brokerage is authorized to deduct the Listing Brokerage Compensation and expenses
150 from the earnest money deposit at that time.

151 **12. BUYER BROKERAGE COMPENSATION.** Seller may receive offers from buyers that include, as a term of the purchase and sales
152 contract, Seller’s contribution toward the buyer’s brokerage compensation. Seller and buyer may negotiate Seller’s contribution toward
153 buyer’s brokerage compensation through the purchase and sales contract.

154 **In the event that Seller elects to contribute toward any of buyer’s brokerage compensation, the costs for any buyer’s brokerage
155 compensation is in addition to, and separate from, Listing Brokerage Compensation and will not be paid out of or deducted from
156 Listing Brokerage’s Compensation.**

157 **Acknowledgement:** Seller Initials _____ Seller Initials _____

158 **13. DISBURSEMENT OF EARNEST MONEY.** Seller authorizes Brokerage to accept earnest money from potential buyers to be held by
159 Brokerage in an escrow account maintained in accordance with existing law. At the closing, Brokerage may withdraw from such
160 earnest money deposit the Listing Brokerage Compensation and other expenses or fees paid on behalf of, or at the direction of
161 Seller, in the event the transaction is consummated. It is expressly understood that Brokerage shall not be liable for acts in good
162 faith as Escrowee.

163 If a dispute arises between Seller and the buyer as to whether a default had occurred and Brokerage acts as Escrowee of earnest money,
164 Brokerage shall 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
165 competent jurisdiction.

166 In the event of a dispute, Seller agrees that Brokerage, as Escrowee, may give written notice to Seller and buyer of the intended
167 disbursement of Earnest Money, indicating the manner in which Escrowee intends to disburse in the absence of any written objection.
168 If neither party objects in writing to the proposed disposition of the Earnest Money within 30 days after the date of notice, then
169 Escrowee shall proceed to dispense the Earnest Money as previously noticed by Escrowee. If either Seller or buyer objects in writing to
170 the intended disposition within the 30 day period, then the Brokerage may deposit the funds with the Clerk of the Circuit Court by the
171 filing of an action in the nature of an Interpleader. Seller agrees that Brokerage may be reimbursed from the earnest money for all
172 costs, including reasonable attorneys' fees and court costs, related to the filing of the Interpleader and hereby agrees to indemnify and
173 hold Brokerage harmless from any and all claims and demands, including the payment of reasonable attorneys' fees, costs and expenses
174 arising out of the default, claims and demands. If Seller defaults, the earnest money, at the option of the buyer, and upon written
175 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
176 be released from any of its obligations under this Agreement. Notwithstanding anything in this Agreement to the contrary,
177 disbursement of earnest money shall be in accordance with the Real Estate License Act of 2000, as amended.

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

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

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

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

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

194 1. Confidential information that the Licensee may know about a client, without that client's express consent. 2. The price or
195 terms the seller or landlord will take other than the listing price without permission of the seller or landlord. 3. The price or
196 terms the buyer or tenant is willing to pay without permission of the buyer or tenant. 4. A recommended or suggested price or
197 terms the buyer or tenant should offer. 5. A recommended or suggested price or terms the seller or landlord should counter
198 with or accept.

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

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

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

205 **No, I do not consent to Dual Agency**

206 **Seller Signature:** _____ **Seller Signature:** _____

207 **15. ADDITIONAL TERMS AND PROPERTY INFORMATION.** Seller represents that the following information is true and correct as of the
208 date of this Agreement and shall keep Brokerage and Designated Agent informed of all changes to the following information:

209 (a) Property P.I.N. # _____ Homeowner's Exemption: Yes No
210 Real estate taxes for the year 20____ equal \$ _____ Senior Citizen's Exemption: Yes No
211 _____ P.I.N. # _____ Senior Freeze Exemption: Yes No
212 Real estate taxes for the year 20____ equal \$ _____
213

214 (b) Seller is aware of any circumstances that would affect the transfer of title? Yes No
215 (example: probate, divorce, liens, lis pendens, judgments, etc.)
216 If yes, please explain: _____

217 (c) Is Property currently leased? Yes No
218 If yes, lease expiration date is _____; rent amount is \$ _____ per _____
219 security deposit amount (if any) is \$ _____

220 (d) **Municipal Energy Disclosure.** Please enter the Electricity and/or Gas Account Numbers for the Property:
221 Electricity Account Number: _____ Gas Account Number: _____

222 (e) The lot size is approximately _____
223 Approximate square feet of the interior of the Property: _____

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

237 If the Property is a cooperative apartment, within 15 days after both parties execute this Agreement, Seller shall furnish to Brokerage
238 the cooperative documents including without limitation the proprietary lease, stock certificate, trust agreement, and bylaws. If the
239 Property is a cooperative, then, no later than 15 days after both parties execute this Agreement Seller shall furnish to Brokerage a
240 complete set of cooperative documents, including the proprietary lease or trust agreement, bylaws, and if available, a survey.

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

242 Management Contact: _____

243 Management Phone: _____ Management Email: _____

244 Current monthly assessment equals \$ _____

245 Assessment includes: _____

246 Waiver of Right of First Refusal necessary? Yes No

247 Seller (**check one**) [is] **OR** [is not] aware of a proposed special assessment. Seller shall keep Brokerage informed of all
248 Board of Directors/Managers actions. Seller shall keep Brokerage informed of any change to this information.

249 If applicable, the total amount of special assessment is \$ _____ with a remaining balance due of \$ _____
250 payable through _____. Special assessments of \$ _____ are payable (**check all that apply**) Annually;
251 Semi-Annually; Quarterly; Monthly.

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

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

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

261 **16. INDEMNITY.** To the extent permitted by law, Seller agrees to indemnify, defend and hold Brokerage, its licensees, agents,
262 employees, managers, members, shareholders, directors, officers and successors (the "Indemnified Parties") harmless from all claims,
263 disputes, litigation, expenses and reasonable legal fees arising from (a) failure by Seller to disclose any facts, damage or material defects,
264 latent or otherwise, relating to the Property; (b) any misrepresentation by Seller to Brokerage or a buyer; (c) any dispute between Seller
265 and buyer or any third party, or a dispute between any third party and Brokerage arising out of performance of this Agreement,
266 including without limitation disputes as to the disposition of any earnest money deposit held by Brokerage, and personal injuries or

267 death sustained by visitors to the Property; (d) that Seller failed to pay, either in whole or in part, a buyer brokerage compensation to
268 a buyer's brokerage when due; or (e) a breach of this Agreement by Seller. Seller agrees to safeguard and/or remove any valuable
269 personal property in the Property (e.g., jewelry or artwork) and represents and warrants that it has personal property insurance on its
270 personal property. Seller further agrees that Brokerage and the Indemnified Parties shall not be liable for any personal injury, death,
271 damage to the Property, or damage to or theft of Seller's personal property caused by third-parties, including without limitation,
272 individuals or companies that provide home staging services.

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

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

282 Consistent with the foregoing, any internet website on which the Property is promoted may (a) allow third parties to write comments
283 or reviews about the Property, or display a hyperlink to such comments or reviews, or (b) include an automated estimate of the fair
284 market value of the Property, or display a hyperlink to such an estimate. The foregoing notwithstanding, by checking one or both of
285 the boxes at the end of this Paragraph 17, and writing its initials below, Seller requests that on any internet website on which the
286 Property is promoted, one or both of these features be disabled or discontinued. Brokerage in turn will disable or discontinue such
287 designated features on its website, and will communicate to each multiple listing service in which it participates, and to each broker or
288 other third party on whose internet website the Property is promoted or advertised, that Seller has elected to have one or both of
289 these features disabled or discontinued. However, notwithstanding any such Seller request, a broker's internet website may (1)
290 communicate the broker's professional judgment concerning the Property, and (2) notify its customers and visitors to its website that
291 a feature has been disabled or discontinued "at the request of Seller".

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

- 293 Disable/Discontinue Comments/Reviews regarding Property;
294 Disable/Discontinue Automated Estimate of Market Value of Property.

295 *Initial if Checked: Seller Initials: _____ Seller Initials: _____*

296 **18. FIXTURES AND PERSONAL PROPERTY.** In conjunction with any Accepted Offer, Seller agrees to transfer by a bill of sale, all heating,
297 electrical, and plumbing systems that are owned by Seller and serve the Property together with the following to the buyer:

298 *(check or enumerate applicable items.)*

- | | | | |
|--|---|---|---|
| 299 <input type="checkbox"/> Refrigerator_____ | <input type="checkbox"/> Smart Doorbell_____ | <input type="checkbox"/> Central Air Conditioner_____ | <input type="checkbox"/> Window Treatments_____ |
| 300 <input type="checkbox"/> Oven/Range_____ | <input type="checkbox"/> Smart Lock_____ | <input type="checkbox"/> Window Air Conditioner_____ | <input type="checkbox"/> Tacked Down Carpeting_____ |
| 301 <input type="checkbox"/> Microwave_____ | <input type="checkbox"/> Intercom System_____ | <input type="checkbox"/> Smart Thermostat_____ | <input type="checkbox"/> Fireplace Screen/Equipment_____ |
| 302 <input type="checkbox"/> Dishwasher_____ | <input type="checkbox"/> Security System_____ | <input type="checkbox"/> Electronic air filter_____ | <input type="checkbox"/> Fireplace Gas Log_____ |
| 303 <input type="checkbox"/> Garbage Disposal_____ | <input type="checkbox"/> Owned OR <input type="checkbox"/> Rented | <input type="checkbox"/> Central Humidifier_____ | <input type="checkbox"/> Firewood_____ |
| 304 <input type="checkbox"/> Trash Compactor_____ | <input type="checkbox"/> Satellite Dish_____ | <input type="checkbox"/> Radiator Covers_____ | <input type="checkbox"/> Attached Gas Grill_____ |
| 305 <input type="checkbox"/> Washer_____ | <input type="checkbox"/> Attached TV(s)_____ | <input type="checkbox"/> Lighting Fixtures_____ | <input type="checkbox"/> Existing Storms and Screens_____ |
| 306 <input type="checkbox"/> Dryer_____ | <input type="checkbox"/> TV Antenna_____ | <input type="checkbox"/> Ceiling Fan_____ | <input type="checkbox"/> Outdoor Play Set/Swings_____ |
| 307 <input type="checkbox"/> Water Softener_____ | <input type="checkbox"/> Multimedia Equipment_____ | <input type="checkbox"/> Electronic Garage Door(s) | <input type="checkbox"/> Outdoor Shed_____ |
| 308 <input type="checkbox"/> Sump Pump_____ | <input type="checkbox"/> Stereo Speakers and/or | with _____remote unit(s)_____ | <input type="checkbox"/> All Planted Vegetation_____ |
| 309 <input type="checkbox"/> Smoke & Carbon | Surround Sound_____ | <input type="checkbox"/> Built-in or Attached Shelves | <input type="checkbox"/> Other Equipment |
| 310 <input type="checkbox"/> Monoxide Detectors_____ | | Shelves or Cabinets_____ | _____ |

311 Seller also transfers the following: _____
312 _____

313 The following items are excluded from the sale: _____

314 **19. MULTIPLE LISTING SERVICE (MLS).** MLS rules require Brokerage to input Property into the MLS within 48 hours of the Effective
315 Date of this Agreement. If Seller does not want the Property inputted into the MLS within 48 hours of the Effective Date, Seller may
316 provide such direction by checking an option below.

317 Seller understands the implications of not submitting Property into the MLS database and authorizes Brokerage as follows:
318 **(check only one)**

- 319 A. Do not submit Property to the MLS for a period of _____ calendar days from the Effective Date of this Agreement.
320 B. Do not submit Property to the MLS until _____ (date).
321 C. Do not submit Property to the MLS until additional service(s) (e.g. virtual tours, professional photography, painting, staging,
322 etc.) has been completed. Type of service(s): _____
323 D. Do not submit Property to the MLS during the entire term of this Agreement.
324 E. Do not submit Property to the MLS until given further written notice.

325 **20. DISPUTE RESOLUTION.** The parties agree that any dispute, controversy or claim arising out of or relating to this Agreement, any
326 breach of this Agreement by either party, or Brokerage's relationship with Seller pursuant to this Agreement shall be resolved only by
327 arbitration in accordance with the Code of Ethics and Arbitration Manual of the National Association of REALTORS®, as amended from
328 time to time, through the facility of the Chicago Association of REALTORS®. The parties agree to be bound by any award rendered by
329 any professional standards arbitration hearing panel of the Chicago Association of REALTORS® and further agree that judgment upon
330 any award rendered by a professional standards arbitration hearing panel of the Chicago Association of REALTORS® may be entered in
331 any court having jurisdiction. The parties agree to execute any arbitration agreements, consents and documents as may be required by
332 the Chicago Association of REALTORS® to facilitate any arbitration. SELLER HEREBY WAIVES WITH RESPECT TO ANY DISPUTE WITH
333 BROKERAGE THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR OTHER REPRESENTATIVE ACTION IN COURT, EITHER AS A CLASS
334 REPRESENTATIVE OR CLASS MEMBER OR THE RIGHT TO JOIN OR CONSOLIDATE CLAIMS WITH OTHER INDIVIDUALS.

335 **21. REPRESENTATION OF MULTIPLE SELLERS.** Seller understands and agrees that Brokerage may from time to time represent or assist
336 other sellers who may be interested in selling property to the buyers with whom Brokerage has a buyer agency contract or with whom
337 Brokerage is working as a customer. Seller consents to Brokerage's representation of other sellers before, during and after the
338 expiration of this Agreement and expressly waives any claims, including, but not limited to, breach of fiduciary duty or breach of
339 contract, based solely upon Brokerage's representation or assistance of other sellers who may be interested in selling property to the
340 buyers with whom Brokerage has a buyer agency contract or with whom Brokerage is working as a customer.

341 **22. TERMINATION OF AGREEMENT.** In the event that one or both of the parties desires to terminate this agreement, except for
342 termination done pursuant to paragraph 2 of this Agreement, this paragraph applies.

- 343 **A. Termination by Mutual Agreement.** The parties may mutually agree to terminate this Agreement at any time, provided
344 that Seller shall pay to Brokerage any amounts agreed to by the parties, if any, within 5 business days of termination.
345 **B. Termination by Seller.** Seller shall have the right to terminate this Agreement at any time and for any reason by providing
346 notice to Brokerage. In the event that Seller terminates this Agreement pursuant to this subsection for any reason other
347 than a breach of this Agreement by Brokerage, Seller shall pay to Brokerage, within 5 business days of termination, the
348 greater of (i) any amounts owed pursuant to Paragraph 11 of this Agreement or (ii) the sum of \$_____, which
349 fee shall compensate Brokerage for its services prior to termination, plus Brokerage's reasonable expenses to list and
350 market the Property.
351 **C. Termination by Brokerage.** Brokerage shall have the right to terminate this Agreement at any time and for any reason
352 by providing notice to Seller. In the event that Brokerage terminates this Agreement pursuant to this subsection for any
353 reason other than a breach of this Agreement by Seller, Brokerage shall not be entitled to fees or reimbursement of
354 Brokerage's costs. In the event that Brokerage terminates this Agreement due to Seller's breach of this Agreement, Seller
355 and Brokerage agree that calculating Brokerage's actual damages may be difficult; therefore, Seller shall pay to Brokerage,
356 within 5 business days of termination, the Listing Brokerage Compensation as defined in Paragraph 11 based on the
357 purchase price in the purchase and sales contract or Marketing Price if no contract as liquidated damages and to
358 compensate Brokerage for Brokerage's time, expenses and services involved in marketing the Property.

359 **23. NOTICE.** All notices required by this Agreement shall be in writing and shall be served upon the Parties at the addresses provided
360 in this Agreement. The mailing of notice by registered or certified mail, return receipt requested, shall be sufficient service. Notices
361 may also be served by personal delivery or commercial delivery service or by the use of a facsimile machine. In addition, facsimile

362 signatures or digital signatures shall be sufficient for purposes of executing this Agreement and shall be deemed originals. E-mail
363 notices shall be deemed valid and received by the addressee when delivered by e-mail and opened by the recipient. Each Party shall
364 retain a copy of proof of facsimile transmission and email notice and provide such proof, if requested.

365 **24. MISCELLANEOUS.**

- 366 A. Where applicable, the singular form shall include the plural, and the masculine form shall include the feminine and neuter,
367 and vice versa.
- 368 B. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns
369 of the parties to this Agreement.
- 370 C. Business Days are defined as Monday through Friday, excluding Federal holidays. Business Hours are defined as 8:00 A.M. to
371 6:00 P.M. Chicago Time.

372 **25. ADDITIONAL TERMS AND ATTACHMENTS.** _____
373 _____
374 _____

375 **SELLER:**

376 Seller's Signature: _____

377 Seller's Signature: _____

378 Date: _____

379 All Legal Title Holders or Legal Agent for Seller:
380 _____
381 _____

383 Seller's Name (print): _____

384 Seller's Name (print): _____

385 Address: _____

386 City: _____ State: _____ Zip: _____

387 _____ Phone #: _____

388 _____ Phone #: _____

389 _____ Phone #: _____

390 _____ Phone #: _____

391 Email Address 1: _____

392 Email Address 2: _____

BROKERAGE:

Designated Managing Broker Name: _____

Signature: _____

Date: _____

Brokerage Name: _____

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: _____