

**THREE RIVERS ASSOCIATION OF REALTORS  
EXCLUSIVE MARKETING AGREEMENT**

BROKER (Name and Address):

SELLER(S) (Name and Address):

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

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

\*Seller represents and warrants that title to the property is in the name of \_\_\_\_\_ and Seller has the authority to sell the Property. If the property is in a Land Trust, Seller agrees to execute, within three (3) business days of this Agreement, a Direction to Convey to authorize the Trust to sign this Agreement.

The Marital status of the Seller is:

- Single, Never Married
- Divorced, Not Since Remarried
- Widowed / Widower
- Married (If married, spouse must also sign Listing Agreement)

**1. Property:** This Agreement is between the above-mentioned "Broker" and "Seller," in consideration of their acceptance of the terms hereof and, of Broker's efforts to advertise, market, promote, and sell the real estate commonly known as:

Address: \_\_\_\_\_,  
Unit No: \_\_\_\_\_, City \_\_\_\_\_,  
County: \_\_\_\_\_, State: \_\_\_\_\_, Zip Code: \_\_\_\_\_,  
Permanent Index No.: \_\_\_\_\_, hereinafter referred to as "Property."

Condo, Coop, or Townhome Parking Space Included: (check type)  deeded space;  Limited common element;  assigned: Parking Space #

**2. Terms and Conditions:** The term of this Agreement begins 12:01 A.M. Month: \_\_\_\_\_ Day: \_\_\_\_\_  
Year: \_\_\_\_\_ and terminated 11:59 P.M. Month: \_\_\_\_\_ Day: \_\_\_\_\_ Year: \_\_\_\_\_ ("marketing period").

Seller gives to Broker the exclusive right to market, sell, option, or exchange the Property to qualified purchasers and to share the Property with participants in the Multiple Listing Service of Northern Illinois, Inc., and/or any other Multiple Listing Service in which Broker is a participant, in accordance with the applicable rules and regulations of that Multiple Listing Service.

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

\_\_\_\_\_  
*Broker's Initials*      \_\_\_\_\_ *Designated Agent's Initials*      \_\_\_\_\_ *Seller(s) Initials*      \_\_\_\_\_ *Seller(s) Initials*

45  
46  
47  
48  
49  
50  
51  
52  
53  
54  
55  
56  
57  
58  
59  
60  
61  
62  
63  
64  
65  
66  
67  
68  
69  
70  
71  
72  
73  
74  
75  
76  
77  
78  
79  
80  
81  
82  
83  
84  
85  
86  
87  
88  
89  
90  
91  
92  
93  
94  
95  
96

**3. Exclusive Brokerage Agreement:** The sponsoring broker, through one or more sponsored licensees, must provide, at a minimum, the following services:

1. Accept delivery of and present to the client offers and counteroffers to buy, sell, or lease the client’s property or the property the client seeks to purchase or lease;
2. Assist the client in developing, communicating, negotiating, and presenting offers, counteroffers, and notices that relate to the offers and counteroffers until a lease or purchase agreement is signed and all contingencies are satisfied or waived;
3. Answer the client’s questions relating to the offers, counteroffers, notices, and contingencies.

**4. Marketing Price:** The price shall be \$ \_\_\_\_\_.

**5. Possession:** Possession is to be negotiated at time of sales contract.

**6. Seller’s Designated Agent:** Broker designates and Seller accepts \_\_\_\_\_ (“Seller’s Designated Agent”), a sales associate affiliated with Broker, as the only legal agent of Seller to market and sell Seller’s Property. Broker reserves the right to appoint additional designated agents for Seller when, in Broker’s discretion, it is necessary. If additional designated agents are appointed, Seller shall be informed in writing within a reasonable time of such appointment. Seller authorizes Seller’s Designated Agent, from time to time, to allow another sales associate, who is not an agent of the Seller, to sit an open house of Seller’s Property or provide similar support to Designated Agent in the marketing of Seller’s Property. Seller understands and agrees that this Agreement is a contract for Broker to market and sell Seller’s Property and that Seller’s Designated Agent is the only legal agent of Seller. Seller’s Designated Agent will be primarily responsible for the direct marketing and sale of Seller’s Property. The duties owed to Seller as referred to in the Illinois Real Estate License Act of 2000, will only be owed to Seller by the Designated Agent.

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

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

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

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

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

1. Confidential information that Licensee may know about the clients, without the client’s permission.
2. The price the seller or landlord will take other than the listing price without permission of the seller or landlord.
3. The price the buyer or tenant is willing to pay without permission of the buyer or tenant.
4. A recommended or suggested price the buyer or tenant should offer.
5. A recommended or suggested price the seller or landlord should counter with or accept.

\_\_\_\_\_ Broker’s Initials      \_\_\_\_\_ Designated Agent’s Initials      \_\_\_\_\_ Seller(s) Initials      \_\_\_\_\_ Seller(s) Initials

97  
98  
99  
100  
101  
102  
103  
104  
105  
106  
107  
108  
109  
110  
111  
112  
113  
114  
115  
116  
117  
118  
119  
120  
121  
122  
123  
124  
125  
126  
127  
128  
129  
130  
131  
132  
133  
134  
135  
136  
137  
138  
139  
140  
141  
142  
143  
144  
145  
146  
147  
148

**If Seller is uncomfortable with this disclosure and dual representation, please let Licensee know. Seller is not required to accept this section unless Seller want to allow the Licensee to proceed as a Dual Agent in this transaction.**

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

**8. 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.

**9. Buyer's 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.

**10. 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.

**11. 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.

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

(a) To pay Broker, at the time of closing of the sale of the property and from the disbursement of the proceeds of said sale compensation in the amount of \_\_\_\_\_% of the sale price (to be distributed \_\_\_\_\_% to the listing office and ( \_\_\_\_\_% + / - \_\_\_\_\_ to the selling office) for the Broker's services in effecting the sale by finding a Buyer ready, willing, and able to purchase the property. If the transaction shall not be closed because of refusal, failure, or inability of the Seller to perform, the Seller shall pay the sales commission in full to Broker upon demand. Should a sale be in pending or contingent status at the expiration of this Agreement, Seller shall pay Broker the full commission set forth upon closing of said sale.

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

\_\_\_\_\_  
*Broker*          \_\_\_\_\_  
*Designated Agent*          \_\_\_\_\_  
*Seller*          \_\_\_\_\_  
*Seller*          Seller acknowledges and understands that Broker may pay cooperating broker(s) part of its Brokerage commission.

**13. 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 Agreement. Said fee shall be paid to Broker on \_\_\_\_\_. (STRIKE THROUGH IF NONE CHARGED.)

**14. Seller's Representation:** 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. Seller acknowledges and agrees that Seller may be responsible for and shall pay, if applicable, certain third-party expenses including, but not limited to, the following: staked boundary survey(s), soil tests, title insurance, well and septic tests, termite inspection and potential remediation, radon tests and potential remediation, home warranty (if agreed), legal representation, real estate transfer taxes, and real estate taxes for all applicable years.

\_\_\_\_\_  
*Broker's Initials*          \_\_\_\_\_  
*Designated Agent's Initials*          \_\_\_\_\_  
*Seller(s) Initials*          \_\_\_\_\_  
*Seller(s) Initials*

149  
150  
151  
152  
153  
154

**15. Fixtures and Personal Property:** All of the fixtures and personal property stated herein are owned by Seller and, to the best of Seller’s knowledge, are in operating condition unless otherwise noted. A system or item shall be deemed to be in operating condition if it performs the function for which it is intended, regardless of age, and does not constitute a threat to health or safety. Seller agrees to transfer to Buyer all fixtures, all heating, electrical, and the plumbing systems together with the following items of personal property by Bill of Sale (Check or enumerate applicable items):

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

155  
156

**Other items included:** \_\_\_\_\_  
**Items NOT included:** \_\_\_\_\_

157  
158  
159

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

160  
161  
162

**16. Home Warranty:** Broker and Seller acknowledge that Seller has been offered a home warranty program. Seller has accepted / \_\_\_\_\_ rejected a home warranty program. Seller further acknowledges that Broker may receive compensation from the Warranty Company, however, said compensation does not affect Seller’s cost of said Warranty.

163  
164

\_\_\_\_\_  
*Seller(s) Initials*    *Seller(s) Initials*

165  
166  
167  
168  
169  
170  
171  
172  
173  
174  
175  
176  
177  
178  
179

**17. 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 submitted to the Multiple Listing Service. It is essential that this information be accurate and truthful. Seller agrees to comply with the provisions of the Illinois Residential Real Property Disclosure Act, and, if applicable, the Federal Lead Based Paint Disclosure Regulations. Seller shall complete the applicable disclosure document(s) in a timely manner, shall not knowingly provide false or inaccurate information therein, and shall comply with all local government ordinances. 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 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, from 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 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.

180

**18. Do Not Call Exception:**

181  
182  
183

\_\_\_\_\_  
*Broker*                  *Designated Agent*          *Seller*                  *Seller*

This Agreement provides Broker, Designated Agent, and any employees of Broker described herein permission to contact Seller(s) by phone, e-mail, facsimile, Pager, or other communication devices to promote the sale of Seller(s) real estate.

184  
185  
186

187  
188  
189  
190  
191  
192

**19. Broker Limitations:** The Broker’s sole duty is to effect a sale of the Property. The Broker, Seller’s Designated Agent, members of the Multiple Listing Service(s) to which the Broker belongs, and Three Rivers Association of REALTORS® 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 does not allow Brokers, real estate agents, or sales associates to draft other legal documents required to close the sale. Therefore, the Seller agrees to draft and furnish, or have Seller’s attorney draft and furnish, all other legal documents necessary to close the sale.

\_\_\_\_\_  
*Broker’s Initials*                  \_\_\_\_\_ *Designated Agent’s Initials*                  \_\_\_\_\_ *Seller(s) Initials*                  \_\_\_\_\_ *Seller(s) Initials*

193  
194  
195  
196  
197  
198  
199  
200  
201  
202  
203  
204  
205  
206  
207  
208  
209  
210  
211  
212  
213  
214  
215  
216  
217  
218  
219  
220  
221  
222  
223  
224  
225  
226  
227  
228  
229  
230  
231  
232  
233  
234  
235  
236  
237  
238  
239  
240

**20. 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, Three Rivers Association of REALTORS, nor 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.

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

**22. Earnest Money:** The Earnest Money shall be held by  Seller’s Brokerage; or  Buyer’s Brokerage; or  As otherwise agreed by the Parties (“Escrowee”), in trust, for the mutual benefit of the Parties in a manner consistent with Illinois State Law. Upon initial closing, or settlement, or upon forfeiture of the Sales Contract, the Earnest Money shall be applied first to the payment of any expenses incurred by the Broker on Seller’s behalf in the sale, and second to payment of the Broker’s sales commission, rendering the surplus, if any, to the Seller. If a dispute arises between Seller and Buyer as to whether a default has occurred, Escrowee shall hold the Earnest Money and pay it out as agreed in writing by Seller and Buyer or as directed by a court of competent jurisdiction. In the event of such dispute, Broker agrees that Escrowee may deposit the funds with the clerk of the Circuit Court by an action in the nature of interpleader. Seller agrees Escrowee 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 Escrowee 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 Buyer, shall be refunded to Buyer, but such refunding shall not release Seller from the obligation of this Marketing Agreement. There shall be no disbursement of Earnest Money unless Escrowee has been provided written agreement from Seller and Buyer. In anticipation of Closing, the Parties direct Escrowee to close the account no sooner than 10 (ten) business days prior to the anticipated Closing date.

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

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

**25. Indemnification of Broker:** Seller 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 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.

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

\_\_\_\_\_ Broker’s Initials      \_\_\_\_\_ Designated Agent’s Initials      \_\_\_\_\_ Seller(s) Initials      \_\_\_\_\_ Seller(s) Initials

241  
242  
243  
244  
245  
246  
247  
248  
249  
250  
251  
252  
253  
254  
255  
256  
257  
258  
259  
260  
261  
262  
263  
264  
265  
266  
267  
268  
269  
270  
271  
272  
273  
274  
275  
276  
277  
278  
279  
280  
281  
282  
283  
284  
285  
286  
287  
288  
289  
290  
291  
292  
293  
294  
295  
296  
297  
298

**27. 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 reports, well and septic tests, etc.

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

**29. 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 affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

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

- (a) By personal delivery of such notice; or
- (b) By mailing of such notice to the addresses recited herein by regular mail and by certified mail, return receipt request. Except as otherwise provided herein, notice served by certified mail shall be effective on the date of mailing; or
- (c) By sending facsimile transmission. Notice shall be effective as of date and time of facsimile transmission, provided that the notice transmitted shall be sent on business days during business hours (8:00 A.M. to 6:00 P.M. Central Standard Time). In the event fax notice is transmitted during non-business hours, the effective date and time of notice is the first hour of the first business day after transmission; or
- (d) By sending e-mail transmission. Notice shall be effective as of date and time of e-mail transmission, provided that the notice transmitted shall be sent on business days during business hours (8:00 A.M. to 6:00 P.M. Central Standard Time) and provided further that the recipient provides written acknowledgment to the Sender of receipt of the transmission (by e-mail, facsimile, or by regular mail). In the event e-mail notice is transmitted during non-business hours, the effective date and time of notice is the first hour of the first business day after transmission.

**31. Entire Agreement:** This 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 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 a legal or equitable interest in the Property)

BROKER	DATE	SELLER SIGNATURE	DATE
BROKER PRINTED NAME		SELLER PRINTED NAME	
DESIGNATED AGENT		SELLER SIGNATURE	DATE
DESIGNATED AGENT PRINTED NAME		ADDRESS	
PHONE	FAX	PHONE	FAX
E-MAIL ADDRESS		E-MAIL ADDRESS	

\_\_\_\_\_  
*Broker's Initials*      \_\_\_\_\_  
*Designated Agent's Initials*      \_\_\_\_\_  
*Seller(s) Initials*      \_\_\_\_\_  
*Seller(s) Initials*