



ILLINOIS REALTORS®
EXCLUSIVE SELLER REPRESENTATION CONTRACT
(WITHOUT DUAL AGENCY DISCLOSURE AND CONSENT)



PROPERTY, PRICE & TERM

1. In consideration of the services to be performed by \_\_\_\_\_, (Brokerage Company, hereinafter referred to as "Sponsoring Broker") and the commissions to be paid by \_\_\_\_\_, ("Seller"), the parties agree that Sponsoring Broker shall have the exclusive right to act as Seller's agent for the marketing and sale of Seller's property upon the following terms and conditions:

Property Address: \_\_\_\_\_

City: \_\_\_\_\_, Illinois Zip: \_\_\_\_\_

Marketing Price: \$ \_\_\_\_\_

Term (Check One):

- From \_\_\_\_\_, 20\_\_\_\_, through 11:59 p.m. on \_\_\_\_\_, 20\_\_\_\_; If this termination date exceeds one year from the date of execution, seller shall have the right to terminate each year thereafter by giving at least 30 days' written notice to terminate prior to the expiration date. OR
This Contract shall automatically renew on \_\_\_\_\_, 20\_\_\_\_, and on \_\_\_\_\_ of each succeeding year (each date to be known herein as "Renewal Date") unless Seller provides Sponsoring Broker written notice of Seller's intention to not renew this contract no more than thirty (30) days and no less than \_\_\_\_\_ (\_\_\_\_\_) days prior to the Renewal Date.

Seller understands that this exclusive right to represent Seller (Exclusive Representation) means that if the Seller sells the property identified above through the efforts of Sponsoring Broker and its sponsored licensees or through another real estate office or brokerage company, Seller will be obligated to compensate Sponsoring Broker pursuant to paragraph 3 of this Contract. Seller reserves the right to sell on Seller's own without the assistance of the Sponsoring Broker or any other broker.

BROKERAGE SERVICES

2. Sponsoring Broker agrees to provide those brokerage services set forth in Section 15-75 of the Illinois Real Estate License Act of 2000.

COMPENSATION FOR SERVICES

3a. If during the term of this Contract Sponsoring Broker obtains an offer to purchase the property from a ready, willing, and able buyer at the marketing price, or if Seller enters into a contract or receives an offer that results in a contract for the sale or exchange of the property at any price and upon any terms to which Seller consents, Seller shall be obligated to pay Sponsoring Broker total compensation of (Choose one):

- \_\_\_\_\_ percent (\_\_\_%) of the purchase price of the sale or exchange. OR
\$\_\_\_\_\_ as a flat fee.

b. Sponsoring Broker is authorized to show the property to prospective buyers represented by buyers' agents, and Sponsoring Broker may pay a part of the above commission to buyer's agent or other cooperating agents. Seller acknowledges that the compensation offered to such cooperating brokers may vary from broker to broker.

Generally, Sponsoring Broker will offer to pay a participating cooperating broker who brings the buyer, and who is the procuring cause in a successful transaction (Choose one):

- \_\_\_\_\_ % of the total compensation set forth above in 3a. OR
\$\_\_\_\_\_ as a flat fee.

The total compensation is to be paid at closing, which in the case of a sale on contract for deed shall be at the time buyer and Seller execute the initial contract or agreement for deed.

c. Seller agrees that such a compensation shall be paid if the property is sold or exchanged by Seller within a protection period of \_\_\_\_\_ (\_\_\_) days following the term of this Contract or any extensions thereof to anyone to whom the property was presented during the term of this Contract. However, this provision shall not apply if Seller has entered into a valid, written listing agreement with another licensed real estate broker during the protection period.

d. (Choose One):

- In the event a purchase contract is entered into and buyer defaults without fault on the Seller's part, Sponsoring Broker will waive the compensation, and this agreement shall be continued from the date of default through the date provided in paragraph 1. Should Seller default on any contract for the purchase or exchange of the property, any compensation owed under this agreement shall become payable immediately; OR
- In the event a purchase contract is entered into and buyer defaults with or without fault on the Seller's part, any commission owed under this contract shall become payable immediately. Should Seller default on any contract for the purchase or exchange of the property, any compensation owed under this agreement shall become payable immediately.

**EARNEST MONEY**

4. When a contract to purchase is entered into for the purchase of Seller's property, the buyer may deposit earnest money with Sponsoring Broker. If Sponsoring Broker is holding the earnest money as escrow agent, Sponsoring Broker will hold any such earnest money in a special, non-interest-bearing escrow account on behalf of the buyer and Seller. Once the purchase goes to closing, the earnest money will be disbursed according to the terms of the contract to purchase.
- a. If the transaction fails to close due to fault of the Seller, as determined by the parties to the purchase contract or a court, the earnest money shall be returned to the buyer.

**[AS TO b. THROUGH d. BELOW, THE PARTIES SHOULD CHECK THE ONE PARAGRAPH WHICH APPLIES].**

- b. If the transaction fails to close due to fault of the buyer, as determined by the parties to the purchase contract or a court, the earnest money shall first go toward paying the compensation Sponsoring Broker would have earned in the sale, and the balance, if any, shall go to Seller.
- c. if the transaction fails to close due to fault of the buyer, as determined by the parties to the purchase contract or a court, the earnest money shall be distributed to the Seller, less any costs of advertising or reasonable expenses incurred by Sponsoring Broker.
- d. If the transaction fails to close due to fault of the buyer, as determined by the parties to the purchase contract or a court, the earnest money shall be distributed to the Seller.

**MULTIPLE LISTING SERVICE**

5. Seller agrees that for the purpose of marketing Seller's property, Sponsoring Broker shall place Seller's property in the Multiple Listing Service(s) in which Sponsoring Broker participates.

**WEB SERVICES**

6. Seller makes the following elections with regard to having Seller's property displayed on any Internet site: (circle YES or NO to all that apply)
- Display listing on any Internet site, including social media such as Facebook, Instagram etc.: YES NO
  - Display Seller's property address on Internet: YES NO

**Seller understands and acknowledges that if Seller circles "NO" for the above two options, consumers who conduct searches for listings on the Internet will not see the corresponding information about Seller's property in response to their searches.**

Seller's Initials                      Seller's Initials                      Date

- Allow for automatic valuation tools to be used for Seller's listing: YES NO
- Allow for blogging or comments to be used or made regarding Seller's listing: YES NO

**PROPERTY DISCLOSURE**

7. Seller(s) acknowledge(s) that they have been informed of the responsibilities imposed upon sellers under the Residential Real Property Disclosure Act. Seller agrees to comply with the requirements of this Act to the best of Seller's ability and to not knowingly give any false or inaccurate information regarding the disclosures required by that Act. Seller also acknowledges compliance with any other applicable disclosure laws.

**DESIGNATED AGENCY DISCLOSURE**

8. Sponsoring Broker designates \_\_\_\_\_, ("Seller's Designated Agent"), a licensee(s) affiliated with Sponsoring Broker as the only legal agent(s) of the Seller. Sponsoring Broker reserves the right to name additional designated

agents when in Sponsoring Broker's discretion it is necessary. If additional designated agents are named, Seller shall be informed in writing within a reasonable time. **(ADD IF DESIRED: Seller acknowledges that Seller's Designated Agent may from time to time have another licensee, who is not an agent of Seller, sit an open house of Seller's property or provide similar support in the marketing of Seller's property.)** Seller understands and agrees that this agreement is a contract for Sponsoring Broker to market Seller's property and that Seller's Designated Agent(s) is (are) the only legal agent(s) of Seller. Seller's Designated Agent will be primarily responsible for the direct marketing and sale of Seller's property.

#### **BUYER'S AGENTS**

9. Seller has been informed that potential buyers may elect to employ the services of a licensed real estate broker or licensee as their own agent (buyer's agent).

#### **PREVIOUS REPRESENTATION**

10. Seller understands that Sponsoring Broker and/or Seller's Designated Agent may have previously represented a buyer who is interested in Seller's property. During that representation, Sponsoring Broker and/or Seller's Designated Agent may have learned material information about the buyer that is considered confidential. Under the law, neither Sponsoring Broker nor Seller's Designated Agent may disclose any such confidential information to Seller.

#### **BUYER'S DESIGNATED AGENT**

11. Seller understands and agrees that other licensees affiliated with Sponsoring Broker, other than Seller's Designated Agent(s), 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 licensee affiliated with Sponsoring Broker who represents the Buyer, the other licensee affiliated with Sponsoring Broker will be acting as a buyer's designated agent.

#### **SELLER TO NOTIFY OF DIRECT CONTACTS**

12. Seller agrees to immediately refer to Seller's Designated Agent all prospective brokers for buyers who contact Seller for any reason and to provide Seller's Designated Agent with their names and contact information.

#### **MARKETING ACTIVITIES**

13. Sponsoring Broker and Seller's Designated Agent are authorized in their sole discretion, to place a for sale sign on the property, if permitted by law, to remove all other brokerage signs, to place a lockbox on the property, to have access to the property at all reasonable times for the purpose of showing it to prospective buyers, to cooperate with other brokers and to use pictures of the property and to expose property information and/or images to the Internet for marketing purposes.

#### **LIMITED HOME WARRANTY**

14. Seller agrees to provide a limited home warranty program from \_\_\_\_\_ at a charge of \$\_\_\_\_\_ plus options, if any. Seller acknowledges that the home warranty program is a limited warranty with a deductible. Seller acknowledges receipt of the application for such home warranty program. [STRIKE THROUGH IF NOT OFFERED].

#### **FIXTURES**

15. Items such as wall-to-wall carpeting, solar panels, garage door openers, smoke detectors, built-in appliances, light fixtures, landscaping and many indoor and outdoor decorative items may legally be "fixtures" and if so, they must remain with the house unless specifically excluded in the Purchase Agreement. (Discuss this matter with Seller's Designated Agent to avoid uncertainty for all parties regarding what you may take and what should remain with the house and make specific provisions for these items in the Purchase Agreement.)

#### **SELLER'S DUTY TO PROVIDE ACCURATE INFORMATION**

16. Seller understands that the information which Seller provides to Seller's Designated Agent as listing information will be used to advertise Seller's property to the public, and it is essential that this information be accurate. SELLER HAS EITHER REVIEWED THE MLS LISTING INPUT SHEET AND REPRESENTS THAT THE INFORMATION CONTAINED IN IT IS TRUE AND ACCURATE TO THE BEST OF SELLER'S KNOWLEDGE, OR SELLER UNDERSTANDS THAT THEY HAVE AN OBLIGATION TO PROVIDE ACCURATE, TRUTHFUL INFORMATION TO BE PUT IN THE MLS INPUT SHEET AND HEREBY PROMISES TO FULFILL THIS OBLIGATION. Although Seller is listing Seller's property in its present physical condition ("as is" 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 the buyer.

#### **SURVEILLANCE/RECORDING**

17. Notice to Seller regarding recordings within the property,
  - a. In the event Seller has a recording system in the Seller's property which records or transmits audio, Seller understands that recording or transmitting of audio may result in violation of state and/or federal wiretapping laws. Seller hereby releases and indemnifies Sponsoring Broker, Sponsoring Broker's Designated Agent(s) and employees from any liability which may result from any recording or transmitting in the property.

- b. Seller understands that while potential buyers viewing the property should not engage in photography, videography, or videotelephony in the property without prior written permission, such recordings or transmissions may occur. Seller should remove any items of a personal nature Seller does not wish to have recorded or transmitted. Seller hereby releases Sponsoring Broker, Sponsoring Broker's Designated Agent(s) and employees from any liability which may result from any recording or transmission in the property.

**INDEMNIFICATION**

18. Seller agrees to save and hold Sponsoring Broker harmless from all claims, disputes, litigation, judgments, and costs (including reasonable attorney's fees) arising from Seller's breach of this agreement, from any incorrect information or misrepresentation supplied by Seller or from any material facts, including latent defects, that are known to Seller that Seller fails to disclose.

**BINDING AGREEMENT/AMENDMENT**

19. This contract shall be binding upon and inure to the benefit of the heirs, administrators, successors, and assigns of the parties hereto. This contract can only be amended by a writing signed by the parties.

**SIGNATURES**

20. The parties agree that electronic signature on this Contract and facsimile of PDF copies of the same shall have the same legal force and effect as original signatures.

**NON-DISCRIMINATION**

21. THE PARTIES UNDERSTAND AND AGREE THAT IT IS ILLEGAL FOR EITHER OF THE PARTIES TO REFUSE TO DISPLAY OR SELL SELLER'S PROPERTY TO ANY PERSON ON THE BASIS OF RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN, ANCESTRY, AGE, ORDER OF PROTECTION STATUS, MARITAL STATUS, PHYSICAL OR MENTAL HANDICAP, MILITARY STATUS, SEXUAL ORIENTATION, GENDER IDENTITY, UNFAVORABLE DISCHARGE FROM MILITARY SERVICE, FAMILIAL STATUS, IMMIGRATION STATUS, SOURCE OF INCOME, OR ARREST RECORD 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.

Seller hereby acknowledges receipt of a signed copy of this agreement and all attachments. The attachments include the following:  
[HERE LIST ALL ATTACHMENTS].\_\_\_\_\_

\_\_\_\_\_  
(If seller is married or in civil union both signatures are required)

SELLER: \_\_\_\_\_, Sponsoring Broker

SELLER: \_\_\_\_\_ BY: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ DATE: \_\_\_\_\_  
Authorized Signer

DATE: \_\_\_\_\_ PHONE: \_\_\_\_\_ OFFICE: \_\_\_\_\_

The undersigned seller(s) agree(s) that \_\_\_\_\_, Sponsoring Brokerage Company hereinafter referred to as "Sponsoring Broker" and any authorized representative or agent of Sponsoring Broker are hereby given express consent to contact the undersigned by telephone by means of calls and/or text messages, facsimile transmission or electronic mail at the following locations, addresses and/or telephone numbers.

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Telephone Number(s)

\_\_\_\_\_  
Facsimile Number(s)

\_\_\_\_\_  
E-mail Address(es)