

# EXCLUSIVE RIGHT TO SELL CONTRACT



(WITHOUT DUAL AGENCY DISCLOSURE AND CONSENT)

## 1. PROPERTY, PRICE & DURATION

In consideration of the services to be performed by \_\_\_\_\_,  
(hereinafter referred to as "Brokerage Company") and the compensation for services to be paid by \_\_\_\_\_, ("Seller"),  
the parties agree that Brokerage Company shall have the exclusive right to market and sell Seller's property upon  
the following terms and conditions:

**Property Address:** \_\_\_\_\_  
City: \_\_\_\_\_, Illinois Zip: \_\_\_\_\_  
Marketing Price: \$ \_\_\_\_\_

### DURATION (Choose 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 Brokerage Company with 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.

## 2. DESIGNATED AGENT DISCLOSURE

Brokerage Company designates \_\_\_\_\_, ("Seller's Designated Agent"), a licensee(s) affiliated with Brokerage Company as the only legal agent(s) of Seller. Brokerage Company reserves the right to appoint an additional designated agent(s) when in Brokerage Company's discretion it is necessary. If additional designated agents are appointed, Seller shall be informed in writing within a reasonable time of any such appointment.

Seller understands and agrees that this agreement is a contract for Brokerage Company 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. (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.)



**3. BROKERAGE SERVICES**

Along with marketing the property, Brokerage Company agrees to provide those minimum brokerage services required by the Illinois Real Estate License Act:

- (a) Accepting and presenting offers and counteroffers.
- (b) Assisting Seller in the preparation of offers, counteroffers, etc., and
- (c) Answering Seller’s questions related to negotiations in a real estate transaction.

**4. COMPENSATION FOR SERVICES**

**DISCLOSURE: BROKERAGE COMPANY’S COMPENSATION IS NOT SET BY LAW AND IS FULLY NEGOTIABLE.**

Note: Seller’s Designated Agent has discussed the options Seller may consider regarding compensation for Brokerage Company for work in securing a buyer. They have also discussed how the buyer’s brokerage might be compensated; what the choices are; and options for encouraging the best pool of qualified buyers possible.

Choose either Option 1 -OR- Option 2:

**Compensation to Brokerage Company only (Option 1):**

- \_\_\_\_\_percent (\_\_\_\_%) of the purchase price of the sale or exchange of the property; OR
- \$\_\_\_\_\_ as a flat fee; OR
- Other: Seller agrees to pay Brokerage Company (describe here in objectively ascertainable terms)

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

**TOTAL COMPENSATION TO BE PAID BY SELLER:** \_\_\_\_\_

**- OR -**

**Compensation to Brokerage Company (Option 2):**

- \_\_\_\_\_percent (\_\_\_\_%) of the purchase price of the sale or exchange of the property; OR
- \$\_\_\_\_\_ as a flat fee; OR
- Other: Seller agrees to pay Brokerage Company (describe here in objectively ascertainable terms)

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

**IN ADDITION**, Seller authorizes Brokerage Company to offer to pay a cooperating brokerage who procures the buyer in a successful transaction as follows:

- \_\_\_\_\_percent (\_\_\_\_%) of the purchase price of the sale or exchange of the property; OR
- \$\_\_\_\_\_ as a flat fee; OR
- Other: (describe here in objectively ascertainable terms)

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

**TOTAL COMPENSATION TO BE PAID BY SELLER:** \_\_\_\_\_

- a. If during the term of this Contract Brokerage Company 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 Brokerage Company, and if applicable, cooperating brokerage, the compensation as noted above.

- b. Brokerage Company is authorized to show the property to prospective buyers represented by buyers' agents.
- c. 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.
- e. Protection Period: 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. In the event a purchase contract is entered into and buyer defaults without fault on Seller's part, Brokerage Company 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.

### 5. MULTIPLE LISTING SERVICE

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

### 6. WEB SERVICES

Seller makes the following elections with regard to having Seller's property displayed on any Interweb 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

### 7. PROPERTY DISCLOSURES

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.

## 8. BUYER AGENTS

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).

## 9. PREVIOUS REPRESENTATION

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

## 10. BUYER'S DESIGNATED AGENT

Seller understands and agrees that other licensees affiliated with Brokerage Company, 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 Brokerage Company who represents the Buyer, the other licensee affiliated with Brokerage Company will be acting as a buyer's designated agent.

## 11. SELLER TO NOTIFY OF DIRECT CONTACTS

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

## 12. MARKETING ACTIVITIES

Brokerage Company 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 such 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.

## 13. LIMITED HOME WARRANTY

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].

## 14. FIXTURES

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.)

#### **15. SELLER'S DUTY TO PROVIDE ACCURATE PROPERTY INFORMATION**

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 or concealed defects in the property which are known to Seller but which are not disclosed to the buyer.

#### **16. SURVEILLANCE/RECORDING**

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 Brokerage Company, Brokerage Company'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 Brokerage Company, Brokerage Company's Designated Agent(s) and employees from any liability which may result from any recording or transmission in the property.

#### **17. WIRE FRAUD WARNING STATEMENT**

In order to protect the parties from fraudulent activities involving wire fraud, the parties should always verify requests for wire transfers, double check email addresses for accuracy and confirm with telephone calls to known numbers before initiating an electronic transfer of funds.

#### **18. INDEMNIFICATION**

Seller agrees to save and hold Brokerage Company 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.

#### **19. BINDING AGREEMENT AMENDMENT**

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.

#### **20. ELECTRONIC SIGNATURES**

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

**21. CONSENT TO CONTACT**

Seller(s) agree(s) that Brokerage Company, and any authorized representative or agent of Brokerage Company, are given express consent to contact the undersigned by telephone calls and/or text messages, facsimile transmission or electronic mail at the following locations, addresses and/or telephone numbers.

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

\_\_\_\_\_  
Telephone Number/E-mail Address

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

\_\_\_\_\_  
Telephone Number/E-mail Address

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

**22. NON-DISCRIMINATION**

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].

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

SELLER: \_\_\_\_\_, \_\_\_\_\_, Brokerage Company

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

ADDRESS: \_\_\_\_\_ DATE: \_\_\_\_\_

Authorized Signer

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DATE: \_\_\_\_\_

CELL PHONE: \_\_\_\_\_

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