



THREE RIVERS ASSOCIATION OF REALTORS®
EXCLUSIVE AGENCY MARKETING AGREEMENT



When executed by all parties this document will become a legally binding and enforceable contract.

In consideration of the services to be performed by (Brokerage Firm) and the commissions to be paid by Seller, the parties hereto agree that Brokerage Firm shall have the exclusive right to market, advertise and sell Seller's property upon the following terms and conditions:

1. PROPERTY DESCRIPTION AND INFORMATION.

Property Address ("Property"): Unit #

City: Zip: County:

Listing Price: \$ Possession to Be Given:

Inclusions: The following personal property located on the Property as of the date hereof, if any, shall be included and a Bill of Sale shall be given at Closing: screens, storm windows, and doors; all window treatments and hardware; radiator covers; attached TV antennas, cable systems and satellite dishes; heating, central cooling, ventilating, lighting and plumbing fixtures; attached mirrors, shelving, cabinets and bookcases; attached exterior awnings, shades and shutters; planted vegetation; garage door openers and transmitters; attached fireplace screens; smoke & carbon monoxide detectors, as well as the following items:

Exclusions: The following specific items are to be excluded:

Condominium//Cooperative/Common Interest Association Only:
If Condominium, % of ownership of common elements; If Cooperative, # of corporate shares
Parking: Underground Garage Outdoor Detached/Attached Garage # of Spaces
(Deeded Assigned Limited Common Element Other)
Current Monthly Assessment: \$ includes
Seller represents that there are no special assessments or notices of contemplated special assessments relating to the Property except:
If during the term of this Agreement, Seller is notified of any change in the monthly assessment or of any contemplated special assessment, Seller shall advise Broker within three (3) business days of such notification.

2. TERM. This Agreement shall be in effect beginning at 12:00 AM on, 20 and terminate at 11:59 P.M. on, 20. This Agreement is irrevocable and can only be terminated prior to the termination date by written agreement of the parties.

3. TITLE. Title to the Property is held in the name(s) of

Seller warrants that Seller has the authority to execute this Agreement and to bind all parties who have ownership interest in the Property and to deal with and on behalf of the Property as herein provided.

4. DESIGNATED AGENCY. Brokerage Firm designates, Broker affiliated with Brokerage Firm, as Seller's Designated Agent and the only legal agent of Seller. Brokerage Firm reserves the right to name additional designated agents when in Brokerage Firm's discretion it is necessary. If additional designated agents are named, Seller shall be informed in writing within a reasonable time. Seller acknowledges that

Broker/Designated Agent may from time to time have another broker, associated with Brokerage firm who is not an agent of Seller, host an open house at the Property or provide similar support in the marketing of the Property.

Seller understands and agrees that this Agreement is a contract for Broker to market the Property and that Broker will be primarily responsible for the direct marketing and sale of the Property. Seller acknowledges that as part of Broker's real estate business, Broker from time to time enters into representation agreements with buyers and may designate other brokers as buyers' agents. Seller also acknowledges that brokers affiliated with Brokerage Firm may represent the buyer of the Property and may be acting as the buyer's designated agent.

**5. COMPENSATION.** If during the term of this Agreement Seller enters into a contract for the sale or exchange of the Property through the services or efforts of Brokerage Firm, or by or through any other brokerage firm during the term of this Agreement, or if such contract is executed within a period of days after the termination of this Agreement (the "Protection Period") with a buyer to whom it was introduced by Brokerage Firm or another brokerage firm or offered during the term hereof, Seller shall pay Brokerage Firm a commission of \_\_\_\_% of the sales price or \$\_\_\_\_\_ as a flat fee. The full commission is to be paid at closing, which in the case of a sale by Contract for Deed shall be at the time Buyer and Seller execute the initial Contract for Deed. If the Property is residential and contains four (4) units or less, no commission or fee will be due and owing under this Agreement if Seller enters into a valid, written listing agreement with another licensed real estate brokerage firm during the Protection Period. **IF SELLER SELLS THE PROPERTY, WITHOUT THE AID OF A BROKERAGE Firm, THEN NO COMMISSION SHALL BE DUE TO BROKERAGE FIRM.**

**6. NON-DISCRIMINATION.** The Parties understand and agree that it is illegal for either of the Parties to refuse to display or lease Owner's Property to any person on the basis of race, color, religion, national origin, sex, ancestry, age, marital status, physical or mental handicap, military status, sexual orientation, unfavorable military discharge, familial status, order of protection or any other class protected by Article 3 of the Illinois Human Rights Act. **Owner agrees to comply with all applicable Federal, State and Local Fair Housing Laws.** [Owner Initials] \_\_\_\_\_

**7. BROKERAGE COOPERATION.** Brokerage Firm and Broker are authorized to show the Property to prospective buyers represented by buyer agents and Brokerage Firm, in its sole discretion, may pay a part of the commission to a brokerage firm of such buyer agents, or other cooperating brokers. Cooperating compensation will be offered at \_\_\_\_% of the sales price or \$\_\_\_\_\_ flat fee. **Or the Seller has agreed to entertain an addition to the real estate offer wherein the buyer conditions his/her purchase on the seller paying the buyer's brokerage firm's compensation. The compensation is fully negotiable and is not set by law.** Seller authorizes Brokerage Company to reveal amount of cooperative compensation offered herein.  
\_\_\_\_\_ Yes \_\_\_\_\_ No [Owner Initials] \_\_\_\_\_

**8. DUTIES OF BROKERAGE FIRM & BROKER.** Brokerage Firm or Broker shall accept delivery of and present to Seller all offers and counteroffers to purchase the Property. In addition, Broker shall assist Seller and answer all questions including those regarding developing, communicating, negotiating and presenting offers, counteroffers and notices that relate to the offers and counteroffers, until a contract is signed and all contingencies are satisfied or waived. Seller agrees to immediately refer to Brokerage Firm or Broker all prospective buyers, agents or brokers who contact Seller for any reason and to provide Broker with the names, addresses and telephone numbers of those persons who have contacted Seller directly.

**9. PRIOR REPRESENTATION.** Seller understands that Broker may have previously represented a buyer who is interested in the Property. During that representation, Broker may have learned material information about said buyer that is considered confidential. Under the law, neither Brokerage Firm nor Broker may disclose any such confidential information to Seller even though Brokerage Firm and Broker now represent Seller.

**10. LEASING OF PROPERTY.** If Seller elects to lease the Property during the term of this Agreement or any extension thereof or within \_\_\_\_\_ days after the termination of this Agreement to anyone to whom it was introduced or offered during the Term hereof, Seller shall pay a commission to Broker in the amount of

\_\_\_\_\_. If such party leasing the Property shall subsequently purchase the Property during the lease term or any extension thereof, or within \_\_\_\_\_ days after the expiration of the lease term, Seller shall pay a commission to Brokerage Firm as set forth in Paragraph 5 of this Agreement.

**11. DUAL AGENCY.** Broker/Designated Agent *[insert name]* \_\_\_\_\_ may undertake a dual representation (represent both the Seller and/or Landlord and the Buyer and/or Tenant) for the sale or lease of Property. The undersigned acknowledge they were informed of the possibility of this type of representation. Before signing this document please 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. You acknowledges that Licensee has explained the implications of dual representation, including the risks involved, and understand that you have been advised to seek independent advice from your advisors or attorneys before signing any documents in this transaction.

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

1. Treat all clients honestly.
2. Provide information about the property to Buyer or Tenant.
3. Disclose all latent material defects in the property that are known to Licensee.
4. Disclose financial qualifications of Buyer or Tenant to Seller or Landlord.
5. Explain real estate terms.
6. Help Buyer or Tenant to arrange for property inspections.
7. Explain closing costs and procedures.
8. Help 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 LICENSEE CANNOT DISCLOSE TO CLIENTS WHEN ACTING AS A DUAL AGENT**

1. Confidential information that Licensee may know about a client, without that client's permission.
2. The price or terms the Seller or Landlord will take other than the listing price, without permission of Seller or Landlord.
3. The price or terms the Buyer or Tenant is willing to pay without permission of the Buyer or Tenant.
4. A recommended or suggested price or terms the Buyer or Tenant should offer.
5. A recommended or suggested price or terms the Seller or Landlord should counter with or accept.

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

Signature of Seller \_\_\_\_\_ Signature of Seller \_\_\_\_\_

**12. MARKETING.** Seller agrees that for the purpose of marketing the Property, **only** Brokerage Firm or Broker is authorized to advertise, promote and market the Property, which shall include, but not be limited to, in Broker's sole discretion, placement of the Property in any Multiple Listing Service of which Brokerage Firm is a member, and promotion of the Property through electronic media and any Internet home page to which Broker may subscribe. Brokerage Firm is the sole owner of the photos and data forms submitted to any multiple listing service or internet site. Brokerage Firm and Broker are authorized to cause a sign to be placed on the Property, if permitted by law, to remove all other such signs, to place a lock box on the Property (if applicable), to have access to the Property at all reasonable times

for the purpose of showing the Property to prospective buyers, to cooperate with other brokers and to use pictures of the Property for marketing purposes.

**13. VIRTUAL OFFICE WEBSITE POLICY.** Brokerage Firm operates a Virtual Office Website ("VOW") for the purpose of marketing properties to consumers on the Internet who have established a relationship, as defined by Illinois law, giving the consumer the opportunity to search for active and closed listing data, subject to Brokerage Firm's oversight, supervision and accountability. The VOW Policy states that a VOW shall not display listings or property addresses of any seller who has affirmatively directed the listing brokerage firm to withhold the seller's listing or property address from display on the Internet. A VOW may allow third parties to write comments or reviews about particular listings or display a hyperlink to such comments or review in immediate conjunction with particular listings, or display an automated estimate of the market value of the listing (or hyperlink to such estimate) in immediate conjunction with the listing. The Policy allows Brokerage Firm to disable or discontinue, at Seller's request, either or both of the aforementioned VOW features (display of listing and display of listing address and ability to make comments or display estimate of market value).

**WITH REGARD TO VOW POLICY, SELLER HEREBY DIRECTS BROKERAGE AS FOLLOWS**

*[Check Option(s) that apply]:*

\_\_\_\_\_ **OPTION A: I have advised my Brokerage Firm or Broker that I do NOT want the Property listing to be displayed on the Internet.**

\_\_\_\_\_ **OPTION B: I have advised my Brokerage Firm or Broker that I do NOT want the Property address to be displayed on the Internet.**

\_\_\_\_\_ **OPTION C: I have advised my Brokerage Firm or Broker that I do NOT give permission for comments or reviews on my listing.**

\_\_\_\_\_ **OPTION D: I have advised my Brokerage Firm or Broker that I do NOT want any automated estimate of value on my listing.**

**Seller acknowledges that Seller has read and understands the options presented above and that, if Seller has selected Option A, consumers who conduct searches for listings on the Internet will not see information about Seller's Property in response to their search. (Signature is required below ONLY if Seller has initialed any of the above options.)**

**Signature of Seller:** \_\_\_\_\_

**Signature of Seller:** \_\_\_\_\_

**14. BROKERAGE LIMITATIONS.** Seller acknowledges that Brokerage Firm and Broker are being retained solely as real estate professionals. Neither Brokerage Firm nor Broker are charged with the custody of the Property, its management, maintenance, upkeep, or repair. Seller acknowledges that neither Brokerage Firm nor Broker are insurers against the loss of Seller's personal property and hereby advise Seller to safeguard or remove valuables which may be located on the Property.

**15. SELLER DISCLOSURES AND REPRESENTATIONS.** Seller understands that the listing information which Seller provides to Brokerage Firm and Broker will be used to advertise and market the Property to the public and that it is essential that this information be accurate. SELLER UNDERSTANDS THAT SELLER HAS AN OBLIGATION TO PROVIDE ACCURATE & TRUTHFUL INFORMATION. Although Seller is listing the 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 a buyer. Seller acknowledges that Seller has been informed of the requirement to provide certain disclosures with regard to the Property and Seller hereby agrees to comply with such requirements. Disclosures may include but not be limited to the Residential Real Property Disclosure, Lead-Based Paint Disclosure, and Disclosure of Radon Hazards. Seller hereby agrees to indemnify and hold Broker, Brokerage Firm and their agents, servants, successors, representatives, related independent contractors and assigns harmless from any and all claims, costs, and expenses, including attorneys' fees, arising directly or indirectly out of or from the condition of the Property, any inaccuracies or incomplete information furnished by Seller, Seller's actions or inactions in connection with the Property and/or Seller's breach of this Agreement.

16. **EARNEST MONEY** Any earnest money held by Brokerage Firm will be held in a special federally insured non-interest bearing account unless otherwise agreed in writing by Buyer and Seller and will be disbursed according to the following terms:

(a) If the transaction fails to close due to fault of Seller, the Earnest Money shall be returned to Buyer, but Seller shall not be released from its obligations hereunder. (b) If the transaction closes, the Earnest Money shall be applied first to the payment of commission and the balance, if any, shall be paid to Seller. (c) If the transaction fails to close due to the fault of Buyer, the Earnest Money, if any, shall be applied first to the payment of Brokerage Firm's expenses, if any, and the balance, if any, shall be paid to Seller. (d) If the Earnest Money is insufficient to pay all commission due, Seller shall pay the balance of commission as herein provided.

17. **LIMIT OF LIABILITY.** In the event of a breach of any of the terms of this Agreement or any alleged duty of or by Brokerage Firm or Broker owed to Seller, Seller and Brokerage Firm agree that the amount of the damages would be difficult to ascertain, and, therefore, the damages payable by Brokerage Firm and/or Broker to Seller shall be limited to the commission paid or payable to Brokerage Firm hereunder.

18. **ELECTRONIC TRANSMISSION.** Any facsimile or electronic transmittal of any documents relating to this Agreement, including the original Agreement, shall be considered to have the same legal effect as the original document and shall be treated in all respects as the original document.

19. **MODIFICATION OF THIS AGREEMENT.** No modification of any of the terms of this Agreement shall be binding upon the parties unless such modification is made in writing and signed by the parties.

20. **CONSENT.** Seller agrees that any authorized representative or agent of Brokerage is hereby given express consent to contact Seller by telephone, facsimile transmission or electronic mail.

21. **ENTIRE AGREEMENT.** This Agreement constitutes the complete agreement between parties relating to the Property, and is binding upon and inures to the benefits of the heirs, executors, administrators, successors and assigns of Seller and Brokerage Firm. Any prior agreements pertaining thereto, whether oral or written, have been superseded by this Agreement. In the event any term of this agreement is found to be void or unenforceable, the balance of the terms of this Agreement shall survive.

**This form is provided as a courtesy by the Three Rivers Association of REALTORS® which assumes no responsibility for its legal sufficiency or contents.**

**BROKERAGE FIRM**

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

By: \_\_\_\_\_

Managing Broker

Address \_\_\_\_\_

Office Phone \_\_\_\_\_ Fax \_\_\_\_\_

Email \_\_\_\_\_

Designated Agent Name \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

Email \_\_\_\_\_

**SELLER**

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

Signature \_\_\_\_\_

Email \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

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

Signature \_\_\_\_\_

Email \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

Address \_\_\_\_\_