



Mainstreet Organization of REALTORS®
RESIDENTIAL EXCLUSIVE RIGHT TO SELL MARKETING AGREEMENT
 (Form 6000)



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.

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. Term and Conditions: The term of this Agreement begins 12:01 A.M. Month: _____ Day: _____
 Year: _____ and terminates 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 Midwest Real Estate Database, LLC, 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**
 (*Seller(s)'s Initials*) **DISCRIMINATE AGAINST ANY PROSPECTIVE BUYER OR LESSEE ON THE BASIS OF RACE, AGE, COLOR, RELIGION, SEX, ANCESTRY, ORDER OF PROTECTION STATUS, MARITAL STATUS, PHYSICAL OR MENTAL HANDICAP, FAMILIAL STATUS, NATIONAL ORIGIN, SEXUAL ORIENTATION, MILITARY STATUS, DISHONORABLE DISCHARGE FROM THE MILITARY SERVICE, OR ANY OTHER CLASS PROTECTED BY THE ILLINOIS HUMAN RIGHTS ACT. THE PARTIES AGREE TO COMPLY WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL FAIR HOUSING LAWS.**

3. Marketing Price: The price shall be \$ _____

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

5. 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. The Broker and the Designated Agent will have only those duties to the Seller as are required by statute.

6. 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

_____*Broker Initial* _____*Seller(s) Initial* _____*Seller(s) Initial*
 Address: _____

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.

Special Compensation Information: _____

12. Virtual Office Website Policy: Broker operates a Virtual Office Website (“VOW”) for the purpose of marketing properties to consumers on the Internet who have established a broker-consumer relationship, as defined by Illinois law, giving the consumer the opportunity to search for active and closed listing data, subject to Broker’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 broker 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 Broker 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 THE VOW POLICY, SELLER HEREBY DIRECTS BROKER AS FOLLOWS (Initial all that apply):

(___ / ___) I have advised my Broker or Designated Agent that I do NOT want the Property listing to be displayed on the Internet.

(___ / ___) I have advised my Broker or Designate Agent that I do NOT want the Property address to be displayed on the Internet.

(___ / ___) I have advised my Broker or Designated Agent that I do NOT give permission for comments or reviews on my listing.

(___ / ___) I have advised my Broker or Designated Agent 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 the first option, consumers who conduct searches for listings on the Internet will not see information about Seller’s Property in response to their search.

13. Cooperation and Compensation: Broker is authorized to show the Property to prospective buyers through cooperating agents; and Broker, on a case-by-case basis, may pay a part of its brokerage commission to cooperating brokers. Broker is authorized, in its sole discretion, to determine with which brokers it will cooperate and the amount of compensation that it will offer cooperating brokers in the sale of Seller’s Property. Seller acknowledges that the compensation offered to such cooperating brokers may vary from broker to broker.

14. Title Insurance and Survey: 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. Prior to closing, Seller agrees to furnish at Seller’s expense a title insurance commitment for an Owner’s Title Insurance Policy in the amount of the sale price, showing good title in the owner’s name. After a sales contract has been signed, arrangements must be made to secure title insurance and schedule the closing. Seller understands that Seller is not required to use any particular title insurance company and that Seller or Seller’s attorney may select any qualified licensed company for Seller’s title insurance needs. Not less than one (1) business day prior to closing, except where the subject property is a condominium, Seller may be required, at Seller’s expense, to furnish a Plat of Survey dated not more than six (6) months prior to the date of closing, prepared by an Illinois registered land surveyor, showing any encroachments, measurements of all lot lines, all easements of record, building set-back lines of record, fences, all building and other improvements on the real estate and distances therefrom to the nearest two lot lines. In addition, the survey to be provided shall be a boundary survey conforming to the requirements of the Illinois Department of Financial and Professional Regulation found at 68 Ill. Adm. Code, Sec. 170.56. The survey shall show all corners staked and flagged or otherwise monumented. The survey shall have the following statement prominently appearing near the professional land surveyor seal and signature: “This professional service conforms to the current Illinois minimum standards for a boundary survey. A Mortgage Inspection, as defined, is not a boundary survey, and does not satisfy the necessary requirements.”

With regard to the issuance of title insurance:

(___ / ___) Seller authorizes Broker to order title insurance and related services on Seller’s behalf through _____
Seller(s) Initials _____, an affiliate of Broker, for the estimated charges as disclosed
in the Federal and State Disclosure Statements provided Seller by Broker.

(___ / ___) Seller directs that _____ provide the title insurance
Seller(s) Initials and related services as stated above.

(___ / ___) Seller or Seller’s attorney will make the necessary arrangements for title insurance and any related services.
Seller(s) Initials

Broker Initial

Seller Initial _____ *Seller Initial*

Address: _____

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. Seller agrees to transfer to Buyer all fixtures, all heating, electrical, and 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 Screen(s)/Door(s)/Grate(s) | <input type="checkbox"/> Central Air Conditioning |
| <input type="checkbox"/> Oven/Range/Stove | <input type="checkbox"/> All Window Treatments & Hardware | <input type="checkbox"/> Fireplace Gas Logs | <input type="checkbox"/> Electronic or Media Air Filter |
| <input type="checkbox"/> Microwave | <input type="checkbox"/> Built-in or Attached Shelving | <input type="checkbox"/> Existing Storms & Screens | <input type="checkbox"/> Central Humidifier |
| <input type="checkbox"/> Dishwasher | <input type="checkbox"/> Smoke Detector(s) | <input type="checkbox"/> Security System(s) (owned) | <input type="checkbox"/> Sump Pump(s) |
| <input type="checkbox"/> Garbage Disposal | <input type="checkbox"/> Ceiling Fan(s) | <input type="checkbox"/> Intercom System | <input type="checkbox"/> Water Softener (owned) |
| <input type="checkbox"/> Trash Compactor | <input type="checkbox"/> TV Antenna System | <input type="checkbox"/> Central Vac & Equipment | <input type="checkbox"/> Outdoor Shed |
| <input type="checkbox"/> Washer | <input type="checkbox"/> Window Air Conditioner(s) | <input type="checkbox"/> Electronic Garage Door Opener(s) | <input type="checkbox"/> Attached Gas Grill |
| <input type="checkbox"/> Dryer | <input type="checkbox"/> All Planted Vegetation | with <input type="checkbox"/> Transmitter(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 | | |

Other items included: _____

Items NOT included: _____

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: _____

_____ 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.

16. Home Warranty: Seller shall agree to provide to Buyer a limited home warranty program from _____ at a charge of \$ _____. Seller acknowledges that a home warranty program is a limited warranty with a deductible. (STRIKE THROUGH IF NOT OFFERED.)

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, the Illinois Radon Awareness 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.

18. Broker Limitations: The Broker's sole duty is to affect a sale of the Property. The Broker, Seller's Designated Agent, members of the Multiple Listing Service(s) to which the Broker belongs, and the Mainstreet Organization 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.

19. Minimum Standards: Illinois law provides that all exclusive brokerage agreements must specify that 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 counter-offers 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, counter offers, and notices that relate to the offers and counteroffers until a lease or purchase agreement is signed and all contingencies are satisfied or waived; and (3) answer the client's questions relating to the offers, counter-offers, notices, and contingencies.

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, the Mainstreet

_____ Broker Initial _____ Seller Initial _____ Seller Initial

Address: _____

Organization 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 the Listing Broker, in trust for the mutual benefit of the Parties in a manner consistent with Illinois State Law. Upon initial closing, or settlement, or upon breach of 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, Broker 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, Seller agrees that Broker may deposit the funds with the clerk of the Circuit Court by an action in the nature of interpleader. Seller agrees Broker 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 Broker 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, Chicago, Illinois.

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.

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 requested. Except as otherwise provided herein, notice served by certified mail shall be effective on the date of mailing; or

Broker Initial

Seller Initial _____
Seller Initial

Address: _____

- (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. Chicago 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. Chicago 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; or
- (e) By commercial overnight delivery (e.g., FedEx). Such Notice shall be effective on the next Business Day following deposit with the overnight delivery company.

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

SELLER

BY (Signature)

SELLER

DATE

ADDRESS

DESIGNATED AGENT

DATE

E-MAIL ADDRESS

PHONE

PHONE FAX

OFFICE

DATE

Broker Initial

Seller Initial _____ Seller Initial

Address: _____