

**EXCLUSIVE MARKETING CONTRACT © HomeTown Association of REALTORS®**

1. In consideration of the services to be performed by \_\_\_\_\_

Listing Office (hereinafter referred to as REALTOR®) and the commissions to be paid by \_\_\_\_\_ ("SELLER"), the parties agree that REALTOR® shall have the exclusive right to market and sell SELLER's property upon the following terms and conditions:

Property Address: \_\_\_\_\_ Parcel No.: \_\_\_\_\_

City: \_\_\_\_\_, Illinois, Zip: \_\_\_\_\_ Marketing Price: \$ \_\_\_\_\_

Marketing Period: From \_\_\_\_\_, 20 \_\_\_\_ through 11:59 p.m. on \_\_\_\_\_, 20 \_\_\_\_

2. Managing Broker agrees to provide, through Seller's Designated Agent, those brokerage services set forth in Section 15-75 of the Illinois Real Estate License Act of 2000.

3. If during the term of this Contract REALTOR® 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 for the sale or exchange of the property at any price and upon any terms to which the SELLER consents, SELLER shall be obligated to pay REALTOR® a commission of \_\_\_\_\_ percent (\_\_\_\_%) of the total purchase price of the sale or exchange. \_\_\_\_\_ percent (\_\_\_\_ %) will be paid to the Buyer's Managing Broker with the exception of \_\_\_\_\_. The full commission 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 contact or agreement for deed.

4. SELLER agrees that such a commission 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 managing broker during the protection period.

5. In the event a purchase contract is entered into and purchaser defaults without fault on the SELLER's part, REALTOR® will waive the commission, 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 commission owed under this contract shall become payable immediately.

6. **FIXTURES AND PERSONAL PROPERTY.** SELLER agrees to transfer to buyer by a Bill of Sale, all heating, electrical and plumbing systems together with the following: (check or enumerate applicable items) These items may legally be "fixtures" and if so, they must remain with the property unless excluded in the Contract to Purchase.

- |  |  |  |  |
|--|--|--|--|
| <input type="checkbox"/> T.V. Antenna            | <input type="checkbox"/> Trash Compactor                   | <input type="checkbox"/> Central Air Conditioner                           | <input type="checkbox"/> Fireplace screen(s)                                   |
| <input type="checkbox"/> Satellite Dish          | <input type="checkbox"/> Washer                            | <input type="checkbox"/> Window Air Conditioner                            | <input type="checkbox"/> Fireplace gas log(s)                                  |
| <input type="checkbox"/> Satellite Dish & System | <input type="checkbox"/> Dryer                             | <input type="checkbox"/> Electronic Air Filter                             | <input type="checkbox"/> Central Vac   |
| <input type="checkbox"/> Refrigerator            | <input type="checkbox"/> Sump Pump                         | <input type="checkbox"/> Central humidifier                                | <input type="checkbox"/> Existing storms & screens                             |
| <input type="checkbox"/> Oven/Range/Stove        | <input type="checkbox"/> Water Softener (if not rental)    | <input type="checkbox"/> Ceiling fan(s)                                    | <input type="checkbox"/> Security System                                       |
| <input type="checkbox"/> Microwave               | <input type="checkbox"/> All carpeting excluding area rugs | <input type="checkbox"/> Outdoor shed                                      | <input type="checkbox"/> All window treatments, attached shutters and hardware |
| <input type="checkbox"/> Dishwasher              | <input type="checkbox"/> Built-in or attached shelving     | <input type="checkbox"/> All planted vegetation                            | <input type="checkbox"/> Water Purifier (if not rental)                        |
| <input type="checkbox"/> Whole House Generator   | <input type="checkbox"/> TV Mounts                         | <input type="checkbox"/> Playset(s)  | <input type="checkbox"/> Carbon Monoxide Detector(s)                           |
| <input type="checkbox"/> Garbage Disposal        | <input type="checkbox"/> Smoke Detectors                   | <input type="checkbox"/> Electronic Garage Door(s) with ALL transmitter(s) |  |

Other items included: \_\_\_\_\_

All of the Fixtures and Personal Property stated herein above are owned by SELLER and to SELLER's best knowledge are in operating condition on Date of Contract, unless otherwise stated herein.

Items not included: \_\_\_\_\_

7. SELLER agrees that for the purpose of marketing SELLER's property, REALTOR® shall place SELLER's property in the area Multiple Listing Service and/or any other multiple listing service in which REALTOR® has access. SELLER further agrees and understands that pursuant to the placement in said listing service SELLER's listing may be placed on the internet.

8. SELLER(s) acknowledges that they have been informed of the responsibilities imposed upon SELLER(s) 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.

9. REALTOR® designates \_\_\_\_\_, ("SELLER's Designated Agent"), a sales associate(s) affiliated with REALTOR® as the only legal agent(s) of the SELLER. REALTOR® reserves the right to name additional designated agents when in REALTOR'S® discretion it is necessary. If additional Designated Agents are named, SELLER shall be informed in writing within a reasonable time. SELLER acknowledges that SELLER's Designated Agent may, from time to time have another sales associate, who is not an agent of the SELLER, sit at an open house of SELLER's property or provide similar support in the marketing of SELLER's property. SELLER understands and agrees that this Contract is a contract for REALTOR® 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.

