



Residential Exclusive Right to Sell and Market Agreement

1. Parties and Property: In consideration of the services to be performed by: Listing Office/Brokerage Firm (hereinafter referred to as the "REALTOR® Brokerage") and the Compensation/Commissions to be paid by The SELLER (hereinafter known as the "SELLER"), the parties agree that REALTOR® Brokerage shall have the exclusive right to market and sell SELLER's property upon the following terms and conditions:

Property Address: , Unit:
City: , Illinois, Zip: , Parcel Index No.:
(hereinafter known as "The Property").

2. Marketing Price: \$

3. Term and Conditions: Marketing Period: From , 20 through 11:59 p.m. on , 20
SELLER gives Brokerage the exclusive right to market, sell, option, or exchange The Property to qualified purchasers, to the exclusion of other brokerages and the exclusive right to share the Property with Participants in Midwest Real Estate Data, LLC (hereinafter referred to as "MRED"), and any other Multiple Listing Service in which Designated Managing Broker is a participant, in accordance with the applicable rules and regulations of that Multiple Listing Service.

(/) (SELLER(S) Initials) THE PARTIES UNDERSTAND AND AGREE THAT IT IS ILLEGAL FOR EITHER OF THEM TO DISCRIMINATE AGAINST ANY PROSPECTIVE BUYER OR LESSEE ON THE BASIS OF RACE, AGE, COLOR, RELIGION, SEX, ANCESTRY, ORDER OF PROTECTION STATUS, GENDER IDENTITY, MARITAL STATUS, PHYSICAL OR MENTAL DISABILITY, FAMILIAL STATUS, PREGNANCY, NATIONAL ORIGIN, SEXUAL ORIENTATION, MILITARY STATUS, DISHONORABLE DISCHARGE FROM THE MILITARY SERVICE, ARREST RECORD, 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.

4. Compensation: SELLER Acknowledges that compensation is not set by law and is fully negotiable. Except as provided hereafter, in consideration of the obligations of the Brokerage, the Seller agrees to pay Brokerage, and if applicable, "Other Brokerage" as defined below, at the time of closing of the sale of The Property, or the initial closing of an installment contract for deed, and from the disbursement of the proceeds of said sale, compensation:

- 1. For Listing Brokerage services % of the purchase price or \$. If applicable, additional compensation for Listing Brokerage shall be: \$
2. For the brokerage that effects the execution of a valid binding contract with a buyer ready, willing, and able to purchase the Property (hereinafter referred to as "Other Brokerage"): % of the purchase price or \$
3. (Other Brokerage may be the listing brokerage when Listing Brokerage is the only brokerage involved in the transaction) hereinafter referred to as "Offer of Compensation";
4. For a total compensation of % of purchase price and/or \$ (subject to possible adjustments below in sections 6a. and/or 6b.).
5. In the event the Compensation agreed upon in the sales contract between buyer and SELLER is less than the amount offered in sub-paragraph 2. above, the difference shall be deducted from the total compensation.
6. The Illinois Real Estate License Act and the NAR Code of Ethics require disclosure to the client of any additional policies relating to compensation including, but not limited to:
a. Brokerage's compensation policies may affect the distribution of compensation. If the Listing Brokerage charges a fee of \$ it will be added to the Brokerage's compensation and reduced from the Other Brokerage compensation, but will not affect the total compensation payable by SELLER.
b. Total compensation may be affected by and as a result could increase or decrease due to Brokerage's policies such as:
i. Variable rate, if applicable, described as follows:
ii. Alternative compensation structure, if any, for Non-Participant(s) (referenced in Paragraph 5. Below Regarding Cooperation and Compensation Involving Non-Participants):
iii. Brokerage, on a case-by-case basis with permission of the Seller, may agree to different compensation to brokerages who are Participants as defined in Sub-Paragraph 2. above.
iv. Total compensation will be paid on [CHECK ONE] Definite Dollar Amount; Gross Sale Price; or Net Sale Price. Compensation paid on net sale price is defined as "A percentage of the net sale price in the initial contract, reduced thereafter only by an agreed reduction in the amount to be paid by the buyer due to a subsequent appraisal. The net sale price is defined as the gross sales price minus amounts to be credited or paid to the buyer, as reflected in the initial sales contract."
v. Other Compensation Information, if applicable:





7. As provided in Illinois Administrative Code, no amendment or alteration to the terms, with respect to the amount of compensation or with respect to the time of payment of compensation, shall be valid or binding unless made in writing and signed by the parties. The Parties agree that any agreement made subsequent to the execution of this Agreement by and between Seller and a buyer regarding compensation payable to buyer's brokerage shall be incorporated herein by reference.

SELLER agrees to pay Brokerage the compensation specified above if Brokerage procures a buyer, if the Property is sold within said time by SELLER or any other person, or if the property is sold within _____ (____) days from the expiration date herein to any prospect to whom the said listing information was submitted during the term of this exclusive Agreement. However, SELLER shall not be obligated to pay said compensation if valid, written listing agreement is entered into during the of said protection period with other brokerage and the sale of The Property is made during the term of the subsequent listing agreement.

In the event a purchase contract is entered into and the Buyers defaults without fault on the SELLER's part, REALTOR® Brokerage will waive the commission, and this agreement shall be continued from the date of default through the date provided in Paragraph 3. Should SELLER default on any contact for the purchase or exchange of the property, any commission owed under this contract shall become payable immediately.

5. **Cooperation and Compensation Involving Non-Participants:** Seller grants permission for an Illinois real estate licensee who is not a Participant as defined in Paragraph 3. to have access to the Property for purposes of showing (*CHECK ONE*).

Yes No (____ / ____) (SELLER(S) Initials).

By checking "Yes" Seller permits an Illinois real estate licensee who is not a Participant as defined in Paragraph 3. to access the Property. When Seller grants permission to access the Property by brokerage(s) who are not Participants as defined in Paragraph 3., Seller may authorize Brokerage, on a case-by-case basis, to pay a compensation to such brokerage different from that set forth in Paragraph 4.

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"/> Refrigerator | <input type="checkbox"/> Wine/Beverage Refrigerator | <input type="checkbox"/> Existing Light Fixtures | <input type="checkbox"/> Fireplace Gas Log(s) |
| <input type="checkbox"/> Oven/Range/Stove | <input type="checkbox"/> Sump Pump(s) | <input type="checkbox"/> Built-in or Attached Shelving | <input type="checkbox"/> Smoke Detector(s) |
| <input type="checkbox"/> Microwave | <input type="checkbox"/> Water Softener (unless rented) | <input type="checkbox"/> All Window Treatments & Hardware | <input type="checkbox"/> CO Detector(s) |
| <input type="checkbox"/> Dishwasher | <input type="checkbox"/> Central Air Conditioning | <input type="checkbox"/> Attached Shutters & Hardware | <input type="checkbox"/> Invisible Fence System |
| <input type="checkbox"/> Garbage Disposal | <input type="checkbox"/> Central Humidifier | <input type="checkbox"/> Satellite Dish | <input type="checkbox"/> & Equipment (collars/box) |
| <input type="checkbox"/> Trash Compactor | <input type="checkbox"/> Central Vac & Equipment | <input type="checkbox"/> Wall Mounted Brackets (AV/TV) | <input type="checkbox"/> Garage Door Opener(s) |
| <input type="checkbox"/> Washer | <input type="checkbox"/> All Carpeting (excluding area rugs) | <input type="checkbox"/> Security System(s) (unless rented) | <input type="checkbox"/> with All Transmitters |
| <input type="checkbox"/> Dryer | <input type="checkbox"/> Existing Storms & Screens | <input type="checkbox"/> Intercom System | <input type="checkbox"/> Outdoor Shed(s) |
| <input type="checkbox"/> Attached Gas Grill | <input type="checkbox"/> Window Air Conditioner(s) | <input type="checkbox"/> Electronic/Media Air Filter(s) | <input type="checkbox"/> Outdoor Playset(s) |
| <input type="checkbox"/> Water Heater | <input type="checkbox"/> Ceiling Fan(s) | <input type="checkbox"/> Backup Generator System(s) | <input type="checkbox"/> Planted Vegetation |
| <input type="checkbox"/> Water Purifier (unless rented) | <input type="checkbox"/> TV Antenna | <input type="checkbox"/> Fireplace Screens/Doors/Grates | <input type="checkbox"/> Hardscape |
| <input type="checkbox"/> Propane Tank(s) (unless rented) | | | |

Other items include: _____

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 included but not warranted: _____

Items not included: _____

7. **Multiple Listing Service:** SELLER agrees that for the purpose of marketing SELLER's property, REALTOR® shall place SELLER's Property in the area Multiple Listing Service (hereinafter referred to as MLS) and/or any other property listing service in which REALTOR® Brokerage and/or Designated Agent 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. **Designated Agent:** REALTOR® Brokerage designates _____, ("SELLER's Designated Agent(s)"), a sales associate(s) and Real Estate Broker Licensee, affiliated with REALTOR® Brokerage as the only Legal Agent(s) of the SELLER. REALTOR® Brokerage Designated Managing Broker reserves the right to name additional Designated Agents when such discretion is deemed 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 the REALTOR® 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.





- 9. **Brokerage Services:** Illinois Real Estate License Act of 2000, as amended, 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 an present to the client offers and counteroffers 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, counteroffers, 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, counteroffers, notices, and contingencies.
- 10. **Cooperation:** SELLER has been informed that potential buyers may elect to employ the services of a licensed real estate broker or sales associate as their own agent (buyer's designated agent). REALTOR® Brokerage is authorized to show the property to prospective buyers represented by buyer's agents, and REALTORS®, in its sole discretion may determine with which managing brokers it will cooperate, and the amount of compensation that it will offer cooperating managing brokers in the sale of SELLER's property. SELLER acknowledges that the compensation offered to such cooperating managing brokers may vary from managing broker to managing broker.
- 11. **Material Information:** SELLER understands that REALTOR® Brokerage and/or SELLER's Designated Agent(s) may have previously represented a buyer who is interested in SELLER's property. During that representation, REALTOR® Brokerage and/or SELLER's Designated Agent may have learned material information about the buyer that is considered confidential. Under the law, neither REALTOR® Brokerage nor SELLER's Designated Agent(s) may disclose any such confidential information to SELLER even though the REALTOR® Brokerage and/or SELLER's Designated Agent(s) now represent SELLER.
- 12. **Other Representation:** SELLER understands and agrees that other sales associates affiliated with REALTOR® Brokerage, 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 sales associate affiliated with REALTOR® Brokerage/managing broker who represents the buyer, the other sales associate affiliated with REALTOR® Brokerage will be acting as a buyer's designated agent.
- 13. **Referring Prospective Purchasers:** SELLER agrees to immediately refer to SELLER's Designated Agent(s) all prospective purchasers or brokers who contact SELLER for any reason and to provide Designated Agent(s) their names, addresses and any other contact information received.
- 14. **Marketing:** REALTOR® Brokerage and SELLER's Designated Agent(s) 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 purchasers; to cooperate with other brokers; and to use pictures/images of The Property for marketing purposes.
- 15. **Office Website Policy:** A Broker Reciprocity Internet Data Exchange ("IDX") and Virtual Office Website ("VOW") exist for the purpose of marketing properties to consumers on the Internet who have established a brokerage-consumer relationship, as defined by the Illinois Real Estate License Act of 2000, as amended, giving the consumer the opportunity to search for active and closed listing data, subject to Brokerage's oversight, supervision and accountability. The IDX and VOW Policy states that an IDX or a VOW shall not display listings or property addresses of any seller who has affirmatively directed the Brokerage to withhold the Seller's listing or property address from display on the Internet. An IDX and 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 Policies allow the Brokerage to disable to discontinue, at Seller's request, either or both of the aforementioned IDX and VOW features (display of listing and display of listing address and ability to make comments or display estimate of market value).

WITH REGARD TO DISPLAYING THE PROPERTY ON THE INTERNET, SELLER HEREBY DIRECTS BROKERAGE AS FOLLOWS:

- (____ / ____) (SELLER(S) Initials)(CHECK ONE) I DO I Do NOT want the Property listing to be displayed on the Internet.
- (____ / ____) (SELLER(S) Initials)(CHECK ONE) I DO I Do NOT want the Property address to be displayed on the Internet.
- (____ / ____) (SELLER(S) Initials)(CHECK ONE) I DO I Do NOT give permission for comments or reviews on my listing.
- (____ / ____) (SELLER(S) Initials)(CHECK ONE) I DO I Do NOT want any automated estimate of value on my listing.

SELLER acknowledges reading and understanding the options presented above and that, if SELLER has selected do NOT want the Property listing to be displayed on the Internet, consumers who conduct searches for listings on the Internet will not see information about Seller's Property in response to their search.

- 16. **Home Warranties:** SELLER acknowledges that they understand how to provide and/or furnish Buyer, potentially at the SELLER's expense, a limited home warranty policy, which may also include any required or optional coverage.
- 17. **Personal Property:** SELLER acknowledges that neither SELLER's listing office (REALTOR® Brokerage), nor buyer/selling office or any MLS is an insurer against the loss of SELLER's personal property. SELLER is advised to safeguard or remove valuables now located in said premises. SELLER is further advised to verify the existence of said valuables and obtain personal property insurance through the SELLER's insurance agent.





- 18. **Disclosure of 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 UNDERSTANDS THAT THEY HAVE AN OBLIGATION TO PROVIDE ACCURATE, TRUTHFUL INFORMATION TO BE USED IN THE MLS AND IN ADVERTISING AND HEREBY PROMISES TO FULFILL THIS OBLIGATION.** 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.
- 19. **Property Assessments:** SELLER has no knowledge of any assessments or special taxes for improvements, or lien for improvements, either of record or in process, applicable to the property listed herein and should the SELLER receive any notice thereof, SELLER agrees to notify the REALTOR® Brokerage or Designated REALTOR® immediately.
- 20. **Survey, Title, Taxes, Exemptions and Assessments:** SELLER agrees to provide, potentially at SELLER's expense, a copy of a current survey, by a licensed surveyor, the survey to be provided shall be a boundary survey conforming to the requirements of the Illinois Department of Financial and Professional Regulation found in the Illinois Administrative Code, showing the location of buildings or other improvements to be within lot lines and showing no encroachments of improvements from adjoining property. SELLER agrees to furnish, without delay after the beginning date of this agreement, a copy of the owner's title guaranty policy to be converted to title policy covering said property. SELLER agrees to furnish, at SELLER'S expense, a commitment for title insurance in the amount of the sale price as evidence of merchantable title; to execute or cause to be executed an appropriate deed to the buyers of the property and all necessary legal documents. All taxes, assessments, rent, utilities, interest, insurance, and other like items are to be prorated pursuant to the purchase contract. 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 Designated Managing Broker or Designated Agent(s) immediately.

Regarding most recent taxes, (CHECK) the appropriate exemptions that apply:

- | | | |
|--|---|---|
| <input type="checkbox"/> General Homestead Exemption | <input type="checkbox"/> Home Improvement Exemption | <input type="checkbox"/> Senior Citizen Exemption |
| <input type="checkbox"/> Senior Asset Freeze | <input type="checkbox"/> Returning Veterans Exemption | <input type="checkbox"/> Disabled Persons Exemption |
| <input type="checkbox"/> Disabled Veteran's Standard Exemption | <input type="checkbox"/> Additional Exemption(s): _____ | |

Condominium or Homeowners' Association(s): SELLER Represents that The Property and improvements described herein (CHECK ONE) Are Are NOT part of a Condominium or Homeowners' Association. If The Property is part of a Condominium or Homeowners' Association, the contact information for such association is:

Association Name: _____ Phone Number: _____
 Management Company Name: _____ Phone Number: _____

Association Assessments/Fees: SELLER Acknowledges a current Condominium or Homeowners' Association Assessment/Fee of \$ _____ per _____ which includes: _____.

ADDITIONAL ASSOCIATION ASSESSMENT/FEEES: Seller further acknowledges additional assessments/fees (such as a Master Association Fee) of \$ _____ per _____ which includes: _____.

- 21. **Showings:** SELLER agrees that in the event that an offer to purchase has been accepted by SELLER, REALTOR® Brokerage shall not be required to continue to show the property unless specifically instructed to do so by the SELLER.
- 22. **Indemnification:** SELLER agrees to indemnify Designated Managing Broker and Designated Agent(s) and to hold Designated Managing Broker and Designated Agent(s) harmless from all claims, disputes or litigation and all judgments, loss, damage, cost or expense, including attorneys' fees incurred by Designated Managing Broker or Designated Agent(s), HomeTown Association of REALTORS and any other affiliated entity or Multiple Listing Service (MLS) in which this listing may be placed, harmless from all claims, disputes, litigation, judgments, and costs (including reasonable attorney's fees) arising from SELLER's breach of this Contract, 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. SELLER further agrees to save, defend, and hold all of the aforementioned harmless on account of any and all loss, damage, cost, or expense (including reasonable attorney's fees) incurred by them arising out of this Agreement, or in the collection of fees or compensation due Brokerage pursuant to this Agreement, provided Brokerage is not found to be at fault.
- 23. **Forms and Documents:** Illinois law allows a licensed real estate agent to prepare the sales contract using approved preprinted forms, but no legal documents required to close the sale. Therefore, the SELLER agrees to furnish, or have SELLER's attorney furnish all other legal documents necessary to close the sale.
- 24. **Seller Responsibilities:** SELLER acknowledges that they have been informed of the responsibilities imposed upon SELLER(s) under the Illinois 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 agrees to comply with all applicable federal and state laws with respect to the sale of the Property, including but not limited to, Lead Paint Disclosure and





Radon Disclosure requirements, the Illinois Smoke Detector Act, the Illinois Carbon Monoxide Alarm Act, To comply in all respects with the Illinois Eavesdropping Act, and any other applicable laws or regulations imposed by any governmental authority or Condominium or Homeowners Association.

25. Seller Duties:

- 1. To provide access to property upon reasonable notice;
2. To make best efforts to maintain property for showings;
3. To be responsive to Designated Agent(s) within a timely fashion, when requested;
4. To notify Designated Agent(s) when Seller receives an offer to purchase the Property from an unrepresented buyer.
5. To direct any and all communication from "Other Brokerages" as defined below to the Designated Agent(s), including but not limited to, showing requests, questions, and negotiations.
6. To provide any financial information that may affect the ability to provide clear title (e.g. mortgages, municipal liens, tax liens, or any other liens on the property);
7. To provide full ownership information (e.g. direct ownership, owner(s) of record)
8. To provide any information related to any pending legal proceedings (e.g. eminent domain, foreclosure, divorce, tax sale);
9. To provide any other information regarding pending notices, or requirements from any municipality;
10. To comply with the disclosure requirements of Paragraph 14. of this agreement;
11. To comply in all respects with the Illinois Eavesdropping Act;
12. To provide most recent copies of any Condominium or Homeowners' Association documents:
a. The covenants, conditions, and restrictions and or the Declaration;
b. HOA articles of incorporation, bylaws, and current Rules and Regulations;
c. Policies, agreements, and notices;
d. Minutes of any meetings for the preceding twenty-four (24) months;
e. Proof of casualty and liability insurance;
f. Status and amount of any reserves and anticipated capital expenditures;
g. Statement of status of any pending suits or judgments to which the association is a party.

By checking "Yes" and initialing, Seller acknowledges that when requested of potential buyer's designated agent(s), prospective buyers or buyer's agents may take additional video recordings/photos of the real estate.

[] Yes [] No (/) (SELLER(S) Initials).

26. Brokerage Compliance: REALTOR® Brokerage/Managing Broker agrees to provide, through Seller's Designated Agent, those brokerage services as set forth in the most recent version of the Illinois Real Estate License Act and Rules.

27. Government Compliance: SELLER represents that with respect to the Real Estate SELLER has no knowledge of nor has SELLER received written notice from any governmental body regarding: (a) zoning, building, fire or health code violations that have not been corrected; (b) any pending rezoning; (c) boundary line disputes; (d) any pending condemnation or Eminent Domain proceeding; (e) easements or claims of easements not shown on the public records; (f) any hazardous waste on the Real Estate; (g) any improvements to the Real Estate for which the required permits were not obtained; (h) any improvements to the Real Estate which are not included in full in the determination of the most recent tax assessment; or (i) any improvements to the Real Estate which are eligible for the home improvement tax exemption.

Any improvements to the Real Estate for which the required initial and final permits were not obtained.

Seller further represents that:

(/) (SELLER(S) Initials)(CHECK ONE) [] There Are [] Are Not improvements to the Real Estate which are not included in full in the determination of the most recent tax assessment.

(/) (SELLER(S) Initials)(CHECK ONE) [] There Are [] Are Not improvements to the Real Estate which are eligible for the home improvement tax exemption.

(/) (SELLER(S) Initials)(CHECK ONE) [] Is [] Is NOT an unconfirmed pending special assessment affecting the Real Estate by any association or governmental entity payable by buyer after the date of closing.

(/) (SELLER(S) Initials)(CHECK ONE) [] Is [] Is NOT located within a Special Assessment Area or Special Service Area, payments for which will not be the obligation of Seller after the year in which the closing occurs.

If the Seller has any questions or concerns regarding the representation to be made in the sales contract, Seller reserves the right obtain legal advice.

28. Statutory Disclosures: If applicable, the attachments include the following (check all that apply):

- [] SELLER DISCLOSURE [] LEAD BASED PAINT [] DUAL AGENCY [] RADON [] OTHER





29. **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:
1. By personal delivery of such notice; or
 2. 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
 3. 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
 4. 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
 5. By commercial overnight delivery (e.g. FedEx). Such notice shall be effective on the next business day following deposit with the overnight delivery company.
30. **Agreement:** This contract may not be terminated or amended prior to the expiration date without the express written consent of both parties to this contract. However, if the parties mutually agree to a termination of this Contract prior to its termination date, SELLER agrees to reimburse REALTOR® for all reasonable marketing expenses incurred prior to such termination. In no event shall such expenses exceed \$_____.
31. **Modification:** No modification of any of the terms of this Agreement shall be valid or binding upon the parties or entitled to enforcement unless such modification has first been reduced to writing and signed by the parties. The parties represent that the text of this copyrighted form has not been altered and is identical to the HomeTown Association of REALTORS® Residential Exclusive Right to Sell and Market Agreement dated August 2024.
32. **Acknowledgement:** This Contract shall be binding upon and inure to the benefit of their heirs, administrators, successors, and assigns of the parties hereto. This Contract can be amended only by a writing signed by the parties. SELLER shall receive copies of all signed documents in a timely manner.

Listing Office / REALTOR® Brokerage

Seller Signature Date

Listing Office / REALTOR® Brokerage Address

Seller Signature Date

Listing Office / REALTOR® Brokerage Phone Number

Seller's Current Address (if different from Subject Property Address)

Designated Managing Broker's Signature / REALTOR® Date

Seller's Email Address

Designated Agent's Signature / REALTOR® Date

Seller's Email Address Phone Number

