



EXCLUSIVE RIGHT TO SELL AGREEMENT
 For Exclusive Use by REALTOR® Members of the
REALTOR® ASSOCIATION OF THE FOX VALLEY, INC.



1 To: _____
 2 _____

3 (Licensed Agency and/or Authorized BROKER'S name) (Address & City & Zip code)

4 In consideration of the following agreements and of your efforts to procure a qualified BUYER for the property and
 5 improvements thereon described below, I (we), the undersigned, hereinafter referred to as SELLER, appoint you,
 6 hereinafter referred to as BROKER as my (our) sales agent with the EXCLUSIVE RIGHT TO SELL said property,
 7 commonly known as:

8 Address _____ City _____ County _____ State _____ Zip _____

9 Price: \$ _____ or such lesser amount as SELLER agrees in writing to accept.

10 Legal Description: _____

11 Lot Dimensions Approximately _____

12 Possession will be granted at closing unless otherwise agreed in writing by BUYER and SELLER.

13 **FIXTURES AND PERSONAL PROPERTY**

14 BROKER has prepared a certain "data sheet" describing the improvements on and other details concerning the real
 15 estate, using information supplied by SELLER. The data sheet will be circulated to other BROKERS for their use in
 16 selling the property. SELLER agrees to transfer to BUYER all fixtures, all heating, electrical, plumbing and well
 17 systems together with the following items of personal property by Bill of Sale: *[Check or enumerate applicable items]*

- | | | |
|---|---|---|
| 18 <input type="checkbox"/> Refrigerator | <input type="checkbox"/> Smoke Detector(s) | <input type="checkbox"/> Electronic Garage Door Opener(s) |
| 19 <input type="checkbox"/> Oven/Range/Stove | <input type="checkbox"/> Ceiling Fan(s) | with _____ Transmitter(s) |
| 20 <input type="checkbox"/> Microwave | <input type="checkbox"/> TV Antenna System | <input type="checkbox"/> Home Warranty \$ _____ |
| 21 <input type="checkbox"/> Dishwasher | <input type="checkbox"/> Window Air Conditioner(s) | <input type="checkbox"/> Central Air Conditioning |
| 22 <input type="checkbox"/> Garbage Disposal | <input type="checkbox"/> All Planted Vegetation | <input type="checkbox"/> Electronic or Media Air Filter |
| 23 <input type="checkbox"/> Trash Compactor | <input type="checkbox"/> Invisible fence, collar & box system | <input type="checkbox"/> Central Humidifier |
| 24 <input type="checkbox"/> Washer | <input type="checkbox"/> Fireplace Screen, Door, Grate | <input type="checkbox"/> Sump Pump(s) |
| 25 <input type="checkbox"/> Dryer | <input type="checkbox"/> Fireplace Gas Logs | <input type="checkbox"/> Water Softener (owned) |
| 26 <input type="checkbox"/> Satellite dish and System | <input type="checkbox"/> Existing Storms & Screens | <input type="checkbox"/> Outdoor Shed |
| 27 <input type="checkbox"/> All Tacked Down Carpeting | <input type="checkbox"/> Security System(s) (owned) | <input type="checkbox"/> Attached Gas Grill |
| 28 <input type="checkbox"/> All Window Trtmts & Hdware | <input type="checkbox"/> Intercom System | <input type="checkbox"/> Light fixtures, as they exist |
| 29 <input type="checkbox"/> Built-in or Attached Shelving | <input type="checkbox"/> Central Vac & Equipment | |

30 Other items **included**: _____

31 All of the fixtures, systems and personal property included in this contract are owned by SELLER and to SELLER'S
 32 knowledge are in operating condition at the time of possession, except; _____.

33 Items **NOT included**: _____

34 A system or item shall be deemed to be in operating condition if it performs the function for which it is intended,
 35 regardless of age, and does not constitute a threat to health or safety.

36 **SELLER OBLIGATIONS**

37 SELLER agrees to provide a copy of a current survey, by a licensed surveyor, showing the location of buildings or other
 38 improvements to be within lot lines and showing no encroachments of improvements from adjoining property.

39 SELLER agrees to furnish BROKER /ATTORNEY without delay after the beginning date of this agreement, a copy of
 40 the owner's title guaranty policy to be converted to title policy covering said property.

41 SELLER agrees to furnish at SELLER'S expense a commitment for title insurance in the amount of the sale price as
 42 evidence of merchantable title; to execute or cause to be executed an appropriate deed to the BUYERS of the property
 43 and all necessary legal documents. All taxes, assessments, rent, utilities, interest, insurance, and other like items are to
 44 be prorated to date of deed or of possession, if possession is delivered at a date different from delivery of deed. **NOTE:**

45 Regarding most recent taxes, **HOMESTEAD EXEMPTION (does/does not) apply. LIMITED EXEMPTION**
 46 **(does/does not) apply. (Strike words not applicable)**

47 SELLER, as owner, certifies that SELLER has not added to nor disposed of any part of the property nor gained any
 48 easements in favor of or against the property not disclosed in the title guaranty policy, except as stated herein:

49 _____

50 SELLER has no knowledge of any zoning or building code violations; any assessments or special taxes for
51 improvements, either of record or in process pending, applicable to the property listed herein unless otherwise
52 specifically stated herein: _____ and
53 should SELLER, in the future, receive any notice thereof, SELLER agrees to notify the BROKER immediately, unless
54 otherwise specifically stated herein.

55 SELLER agrees to give BUYER a reasonable number of days to obtain financing after acceptance of a written offer.
56 SELLER shall indemnify, save and hold BROKER harmless from all claims, disputes, litigations, judgments and/or
57 costs, whether or not frivolous, arising from any misrepresentations made by the SELLER, any incorrect information
58 supplied by the SELLER or from any material fact concerning the property which the SELLER fails to disclose.

59 SELLER shall remove all debris from premises by date of possession.

60 THE SELLER AND BROKER UNDERSTAND THAT IT IS ILLEGAL TO REFUSE TO DISPLAY OR SELL TO
61 ANY PERSON BECAUSE OF ONE'S MEMBERSHIP IN A PROTECTED CLASS, E.G. RACE, COLOR,
62 RELIGION, NATIONAL ORIGIN, SEX, ANCESTRY, AGE, MARITAL STATUS, PHYSICAL OR MENTAL
63 HANDICAP, FAMILIAL STATUS, OR ANY OTHER CLASS PROTECTED BY ARTICLE 3 OF THE ILLINOIS
64 HUMAN RIGHTS ACT.

65 **BROKER'S RESPONSIBILITY**

66 BROKER shall make an earnest, diligent and continuous effort to sell the property to a qualified BUYER and to
67 advertise as BROKER deems advisable; to photograph; to display a "FOR SALE" sign; and, in the event of a sale to
68 display a "SOLD" sign on the property for a reasonable period of time.

69 BROKER shall submit property to the Multiple Listing Service of Northern Illinois and may also submit property to any
70 other MLS of which BROKER is a participant or in which BROKER has access.

71 BROKER is authorized to promote the property through any electronic medium and/or on any internet webpage to
72 which the BROKER may subscribe.

73 BROKER is authorized to utilize other BROKERS in carrying out BROKER'S obligations hereunder.

74 BROKER is also authorized to disseminate information about the property to real estate BROKERS representing
75 potential BUYERS (hereinafter "BUYER Agents"). SELLER agrees that any payment by BROKER to a BUYER'S
76 Agent or another BROKER shall not create any agency relationship between the BUYER'S Agent and the BROKER or
77 SELLER.

78 BROKER shall provide the MLS with timely notice of changes in the status of the listing; and shall, upon the sale of the
79 property, provide MLS with sales information, including but not limited to the selling price, for dissemination by the
80 MLS to its members.

81 BROKER shall not be responsible for the maintenance of the property listed, unless by separate written agreement, nor
82 for vandalism, theft or damage of any nature affecting the subject property.

83 **REPRESENTATION OF OTHER CLIENTS**

84 SELLER understands and agrees that BROKER may from time to time represent or assist other SELLERS who may be
85 interested in selling property to BUYERS with whom BROKER has an Exclusive BUYER Agency Contract or with
86 whom BROKER is working as a customer. The SELLER consents to BROKER'S representation of such other
87 SELLERS before, during and after the expiration of this Exclusive Right to Sell Agreement and expressly waives any
88 claims, including, but not limited to, breach of fiduciary duty or breach of contract, based solely upon BROKER'S or
89 Agent's representation or assistance of other SELLERS who may be interested in selling property to BUYERS with
90 whom BROKER has an Exclusive BUYER Agency Contract or with whom BROKER is working as a customer.

91 SELLER further understands and agrees that BROKER may from time to time; represent potential BUYERS who may
92 wish to acquire the property. BROKER is authorized to disseminate information about the property to BROKER'S
93 BUYER clients. If one of the BROKER'S BUYER clients wish to negotiate to purchase the property, SELLER agrees
94 that it will become necessary for BROKER to act as a DISCLOSED DUAL AGENT; however BROKER will not act as
95 a DISCLOSED DUAL AGENT unless SELLER and the potential BUYER have been given full and complete disclosure
96 about BROKER'S role as a DISCLOSED DUAL AGENT and both parties separately consent in writing to BROKER'S
97 status as a DISCLOSED DUAL AGENT.

98 **DESIGNATED AGENT**

99 SELLER understands and agrees that this Agreement is a contract for BROKER to market SELLER'S property and that
100 SELLER'S Designated Agent is the only legal agent of SELLER.

101 SELLER'S Designated Agent will be primarily responsible for the direct marketing of SELLER'S property. The Illinois
102 Real Estate License Act, as amended, allows a BROKER to enter into an agreement with a BUYER or SELLER that
103 specifically designates one or more of the sales associates affiliated with the BROKER as that SELLER'S Designated

104 Agent. This appointment of one or more sales associates as SELLER'S Designated Agent is to the exclusion of all other
105 sales associates affiliated with the BROKER, and the BROKER, himself/herself.

106 **This means that:**

107 a) Sales associates affiliated with the BROKER may be representing both SELLERS and BUYERS in connection with
108 sale or purchase of property.

109 b) The statutory or fiduciary duties owed by an agent to his/her principal will only be owed to a SELLER by that sales
110 associate who is designated as SELLER'S "Designated Agent". The BROKER will not be the legal agent of the
111 SELLER or have any fiduciary relationship with the SELLER.

112 c) The SELLER'S Designated Agent will owe the SELLER statutory or fiduciary duties which, among other things,
113 include the obligation not to reveal confidential information obtained from SELLER to other sale associates within the
114 listing company or from other BROKERAGE firms who are not acting as the legal agents of the SELLER.

115 d) SELLER has been informed that as part of BROKER'S real estate business, BROKER from time to time enters into
116 representation agreements with BUYERS. BROKER also receives inquiries from BUYERS' agents from other real
117 estate BROKERAGE firms for the purpose of showing and negotiating for the purchase or lease of real estate. SELLER
118 desires that BROKER include SELLER'S property in offerings to all potential BUYERS and their agents and authorizes
119 BROKER to cooperate with any BUYER'S agent. The presence of the SELLER'S Designated Agent is not required
120 during showing by a BUYER'S Agent.

121 BROKER hereby advises you that _____ (the
122 "SELLER'S Designated Agent,") sales associate affiliated with BROKER, is being named as your Designated Agent in
123 this Agreement with BROKER.

124 SELLER understands and agrees that the SELLER'S Designated Agent will be SELLER'S exclusive legal agent
125 pursuant to this Agreement with BROKER. Further, that SELLER'S Designated Agent and all other sales associates
126 affiliated with BROKER and the BROKER, himself/ herself will be free to enter into agreements with prospective
127 BUYERS as legal agents of those BUYERS. SELLER also understands and agrees that neither BROKER nor other sales
128 associates affiliated with BROKER, other than SELLER'S Designated Agent, will be acting as SELLER'S legal agents.

129 **POSSIBLE DUAL AGENCY**

130 The above named BROKER and Designated Agent (hereinafter sometimes referred to as "Licensee") may undertake a
131 dual representation (represent both the SELLER and the BUYER) ___ Yes ___ No (***Check One***)

132 for sale of your property or properties they may show you. The undersigned acknowledge they were informed of the
133 possibility of this type of representation. **Before signing this document, please read the following:**

134 Representing more than one party to a transaction presents a conflict of interest since both clients may rely upon
135 licensee's advice and the client's respective interests may be adverse to each other. Licensee will undertake this
136 representation only with the written consent of ALL clients in the transaction. Any agreement between the clients as to a
137 final contract price and other terms is a result of negotiations between the clients acting in their own best interests and on
138 their own behalf.

139 You acknowledge that licensee has explained the implications of dual representation, including the risks involved, and
140 understand that you have been advised to seek independent advice from your advisors or attorneys before signing any
141 documents in this transaction.

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

- 143 1. Treat all clients honestly.
- 144 2. Provide information about the property to the BUYER.
- 145 3. Disclose all latent material defects in the property that are known to licensee.
- 146 4. Disclose financial qualifications of the BUYER to the SELLER.
- 147 5. Explain real estate terms.
- 148 6. Help the BUYER arrange for property inspections.
- 149 7. Explain closing costs and procedures.
- 150 8. Help the BUYER compare financing alternatives.
- 151 9. Provide information about comparable properties that have sold so both clients may make educated decisions on what
152 price to accept or offer.

153 **WHAT A LICENSEE CANNOT DISCLOSE TO CLIENTS WHEN ACTING AS A DUAL AGENT:**

- 154 1. Confidential information that licensee may know about the clients, without the client's permission.
- 155 2. The price the SELLER will take other than the listing price without permission of the SELLER.
- 156 3. The price the BUYER is willing to pay without permission of the BUYER.
- 157 4. A recommended or suggested price the BUYER should offer.

158 5. A recommended or suggested price the SELLER should counter with or accept.
159 If either client is uncomfortable with this disclosure and dual representation, please let licensee know. You are not
160 required to accept this section unless you want to allow the licensee to proceed as a Dual Agent in this transaction.
161 **By checking "Yes" on line 131, and signing below, you acknowledge that you have read and understand this**
162 **section and voluntarily consent to the licensee acting as a Dual Agent (that is, to represent BOTH the SELLER**
163 **and the BUYER) should that become necessary.**

164 **TERM AND COMPENSATION**

165 THIS EXCLUSIVE RIGHT TO SELL AGREEMENT IS FOR A PERIOD FROM THE _____ DAY
166 OF _____, 200__, TO THE _____ DAY OF _____, 200__.

167 All inquiries made to the SELLER, will be immediately referred to the listing BROKER and if any sale or exchange is
168 made by BROKER, by the SELLER or by anyone else during the EXCLUSIVE period or IF SOLD OR EXCHANGED
169 WITHIN _____ DAYS AFTER TERMINATION OF THIS AGREEMENT (UNLESS LISTED WITH
170 ANOTHER LICENSED REAL ESTATE BROKER DURING THIS ADDITIONAL PERIOD, IN WHICH EVENT NO
171 COMMISSION SHALL BE DUE) TO ANY BUYER TO WHOM IT WAS OFFERED OR SHOWN DURING THE
172 TERM OF THIS AGREEMENT, SELLER AGREES TO PAY LISTING BROKER A REAL ESTATE COMMISSION
173 OF _____ OF THE FULL SELLING PRICE, INCLUDING ENCUMBRANCES, IF SALE IS
174 CONSUMMATED, AND/OR IF BROKER PERFORMS IN ACCORDANCE WITH THE TERMS OF THIS
175 AGREEMENT AND PRODUCES A READY, WILLING AND ABLE BUYER WHO HAS EXECUTED A
176 CONTRACT TO PURCHASE, AS OUTLINED IN THIS AGREEMENT. SELLER SHALL PAY BROKER THE
177 BROKER'S COMMISSION AT THE EARLIEST OF THE TIME OF CLOSING OR AT THE TIME AN EXCHANGE
178 IS EXECUTED OR AN OPTION IS EXERCISED, OR AT THE TIME OF EXECUTION OF AN ARTICLES OF
179 AGREEMENT FOR DEED, OR AT THE TIME OF SELLER'S DEFAULT, IF ANY. BROKER WILL OFFER
180 BUYER'S AGENT COMPENSATION IN THE AMOUNT OF _____, AND TO PAY
181 COMPENSATION TO SUCH BROKERS, UNLESS OTHERWISE AGREED. IN THE EVENT OF DEFAULT BY
182 SELLER, THE PARTIES ARE FREE TO PURSUE ANY LEGAL REMEDIES AT LAW OR IN EQUITY AND THE
183 PREVAILING PARTY IN LITIGATION SHALL BE ENTITLED TO RECEIVE REASONABLE ATTORNEY'S
184 FEES AND COSTS FROM THE LOSING PARTY AS ORDERED BY A COURT OF COMPETENT
185 JURISDICTION.

186 **EARNEST MONEY DEPOSIT**

187 BROKER is hereby authorized to accept a deposit as earnest money to be applied on the purchase price from any
188 BUYER(S) to be held in trust by BROKER as Escrow Agent for the mutual benefit of the parties concerned.

189 I (we) acknowledge receipt of a copy of this agreement.

190 In consideration of BROKER accepting the listing, the undersigned does hereby waive, release and discharge BROKER,
191 REALTOR® Association of the Fox Valley, Inc., and its members, from any and all liability, claims, or demands which
192 may result from the placing of a house key within a key box for use by other BROKERS in showing the property.

193 NO AMENDMENTS OR ALTERATIONS IN THE TERMS HEREOF OR WITHDRAWAL OF THIS LISTING
194 SHALL BE VALID OR BINDING UNLESS MADE IN WRITING AND SIGNED BY THE PARTIES HERETO.

195 ACCEPTED:

196 _____
197 _____
198 SELLER DATE

199 _____
200 _____
201 SELLER DATE

202 _____
203 _____
204 AUTHORIZED BROKER DATE

205 _____
206 DESIGNATED AGENT

207 BROKER'S PHONE NUMBER _____
208 SELLER'S PHONE NUMBERS _____

209 _____
210 REV-12/17/02 RAFV

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212- Can cancel at anytime.