

**CENTURY 21 S.G.R, INC.**  
**EXCLUSIVE LISTING AGREEMENT**

(Hereinafter referred to as the "Agreement")

To: **Century21 S.G.R., Inc.**

1823 S. Michigan Ave., Chicago, IL 60616  
 1161 W. Madison St., Chicago, IL 60607

Tel 312.326.2121  
Tel 312.455.1322

Date: \_\_\_\_\_  
Fax 312.326.7911 | ID: 16734  
Fax 312.455.1324 | ID: 14210

1 **Property Address:** \_\_\_\_\_ **Unit #** \_\_\_\_\_ **City:** \_\_\_\_\_, **State:** \_\_\_\_\_, **Zip Code:** \_\_\_\_\_

2 In consideration of the following agreements and of Broker's efforts to procure an acquiring party for the property (together with  
3 its undivided interest in the common elements, and accumulated reserves, if a condominium), and improvements described below,  
4 I/We, the undersigned Seller(s) (hereinafter referred to as "Seller") appoint you, the Broker (hereinafter referred to as "Broker"),  
5 the exclusive right to sell (or, at Seller's direction, exchange, lease or grant an option to purchase) the property at a purchase price  
6 (or other applicable consideration) of \$\_\_\_\_\_ (which may be changed from time to time).  
7 This agreement automatically terminates one year from the date of execution, but it may be cancelled after 210 days by 30 days'  
8 written notice to Broker provided Broker has not procured an acquiring party for the property. From the date of your acceptance  
9 of any offer to purchase the property, unless such offer to purchase is subject to the continual marketing of the property, Broker  
10 shall have no further obligation to market, advertise for sale or show your property.

11  
12 **FIXTURES AND PERSONAL PROPERTY.** Seller agrees to transfer to Purchaser by a Bill of Sale, all heating, electrical, and  
13 plumbing systems together with the following: (*check or enumerate applicable items*):

14 \_\_\_ T.V. Antenna      \_\_\_ Washer      \_\_\_ Central air conditioner      \_\_\_ Electronic garage door(s)  
15 \_\_\_ Refrigerator      \_\_\_ Dryer      \_\_\_ Window air conditioner      \_\_\_ Remote Units(s)  
16 \_\_\_ Oven/Range      \_\_\_ Microwave      \_\_\_ Sump pump      \_\_\_ Electronic air filter  
17 \_\_\_ Central humidifier      \_\_\_ Fireplace gas log      \_\_\_ Fireplace screen and equipment      \_\_\_ Existing storms & screens  
18 \_\_\_ Window shades, attached shutters, draperies & curtains, hardware & other window treatments      \_\_\_ Ceiling fan

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

20 Items excluded: \_\_\_\_\_

21  
22 **POSSESSION:** Seller shall surrender possession and remove all debris and Seller's personal property not conveyed to Purchaser  
23 no later than \_\_\_\_\_. Broker(s) and Seller(s) hereby agree that \_\_\_\_\_,  
24 sales associate(s) affiliated with Broker, is (are) being named as Seller's exclusive designated legal agent(s) under Seller's  
25 Exclusive Listing Agreement with Broker. Seller(s) understands and agrees that the Seller's Designated Agent(s) (hereinafter  
26 sometimes referred to as "Licensee") will be Seller's exclusive legal agent pursuant to the Exclusive Listing Agreement with  
27 Broker and Broker will be free to enter into agreements with prospective buyers as legal agents of those buyers. Seller(s) also  
28 understands and agrees that neither Broker nor other sales associates affiliated with Broker will be acting as legal agents of  
29 the Seller(s). Broker, through one or more Licensees, must provide to Seller, at a minimum, the following services:

- 30 1. Accept delivery of and present to Seller offers and counteroffers to buy, sell, or lease Seller's property;  
31 2. Assist Seller in developing, communicating, negotiating, and presenting offers, counteroffers, and notices that relate to the  
32 offers and counteroffers until a lease or purchase agreement is signed and all contingencies are satisfied or waived; and  
33 3. Answer Seller's questions relating to the offers, counteroffers, notices, and contingencies.

34  
35 **SELLER AGREES:** To cooperate fully with Broker (and Seller's Designated Agent) and refer all inquiries to Broker (and  
36 Seller's Designated Agent), to allow inspection of property and entry at convenient times by Broker and/or cooperating  
37 Brokers whether alone or accompanied by Broker, for the purpose of showing it to prospective Purchasers, to conduct all  
38 negotiations through Broker, to pay to Broker a commission of \_\_\_\_\_%, 6%, 7%, 8% (write or circle) \_\_\_\_\_ (initial) of  
39 the purchase price and a transaction fee of \$350.00 in the event Broker produces a Purchaser ready, willing and able to  
40 purchase the premises on the terms herein provided; or if the property is sold, gifted, exchanged, optioned (and such option is  
41 exercised before or subsequent to the termination of this agreement), a joint venture is contracted, or the property is  
42 exchanged through or as a result of Broker's service and efforts, or Seller's, or any other person or persons during the period  
43 of this agreement; or if the property is sold, gifted, optioned, joint ventured, or exchanged within one hundred eighty (180)  
44 days after termination of this agreement to any person to whom the property was submitted during the term of this agreement,  
45 provided however, if the property is residential property of four units or less and if a valid, bonafide, written listing  
46 agreement is entered into with another licensed real estate broker during such period, no commission or compensation shall  
47 be due and owing pursuant to the terms of this agreement. For property which is not residential property of four units or less,  
48 if the property is listed with another broker during such period, Seller shall be liable for only one commission, the allocation  
49 thereof to be determined by the brokers.

51 **DUAL REPRESENTATION:** Broker and Licensee may undertake a dual representation (represent both the seller or landlord  
52 and the buyer or tenant) to sell, exchange, lease, or grant an option to purchase your property or properties they may show  
53 you. The undersigned acknowledge they were informed of the possibility of this type of representation. Before signing this  
54 document, please read the following: Representing more than one party to a transaction presents a conflict of interest since  
55 both clients may rely upon Licensee's advice and the clients' respective interests may be adverse to each other. Licensee will  
56 undertake this representation only with the written consent of **ALL** clients in the transaction. Any agreement between the  
57 clients as to a final contract price and other terms is a result of negotiations between the clients acting in their own best  
58 interests and on their own behalf. You acknowledge that Licensee has explained the implications of dual representation,  
59 including the risks involved, and understand that you have been advised to seek independent advice from your advisors or  
60 attorneys before signing any documents in this transaction.

61  
62 **WHAT A LICENSEE CAN DO FOR CLIENTS WHEN ACTING AS A DUAL AGENT:**

- 63 1. Treat all clients honestly.
- 64 2. Provide information about the property to the buyer or tenant.
- 65 3. Disclose all latent material defects in the property that are known to the Licensee.
- 66 4. Disclose financial qualification of the buyer or tenant to the seller or landlord.
- 67 5. Explain real estate terms.
- 68 6. Help the buyer or tenant to arrange for property inspections.
- 69 7. Explain closing costs and procedures.
- 70 8. Help the buyer compare financing alternatives.
- 71 9. Provide information about comparable properties that have sold so both clients may make educated decisions on what  
72 price to accept or offer.

73  
74 **WHAT A LICENSEE CANNOT DISCLOSE TO CLIENTS WHEN ACTING AS A DUAL AGENT:**

- 75 1. Confidential information that the Licensee may know about the clients, without that client's permission.
  - 76 2. The price the seller or landlord will take other than the listing price without permission of the seller or landlord.
  - 77 3. The price the buyer or tenant is willing to pay without permission of the buyer or tenant.
  - 78 4. A recommended or suggested price the buyer or tenant should offer.
  - 79 5. A recommended or suggested price the seller or landlord should counter with or accept.
- 80 If either client is uncomfortable with this disclosure and dual representation, please let Licensee know. You are not required  
81 to accept this section unless you want to allow the Licensee to proceed as a Dual Agent in this transaction. Seller  
82 acknowledges having read the foregoing provisions regarding the issue of Agency and Representation as defined under  
83 Illinois License Law. By checking "yes", initialing below, and signing this Agreement, you acknowledge that you have read  
84 and understand this language and voluntarily consent to the Licensee acting as a Dual Agent (that is, to represent **BOTH**  
85 the Seller or landlord and the Buyer or tenant) should that become necessary. \_\_\_Yes \_\_\_No (*check one*) \_\_\_ (*initials*)  
86 In the event the property is leased during the term of this agreement, Seller agrees to pay Broker a rental commission of one  
87 month's rent plus expenses. In the event the property is purchased by the lessee, or an option to purchase is granted to lessee  
88 which is then exercised by lessee, then in addition to a rental commission, the sales commission or compensation shall be  
89 paid to Broker as set forth above.

90  
91 **ADDITIONAL TERMS OR INFORMATION:** Seller hereby represents the following information to be true and correct:

- 92 a) Real Estate taxes for 200\_\_\_ are \$\_\_\_\_\_. Homeowner's Exemption: \_\_\_Yes / \_\_\_No  
93 Senior Citizen's Exemption: \_\_\_Yes / \_\_\_No
- 94 b) Current monthly assessment \$ \_\_\_\_\_; includes \_\_\_\_\_.
- 95 c) Percentage of interest in common elements is \_\_\_\_%. Waiver of Right of First Refusal necessary \_\_\_Yes / \_\_\_No.
- 96 d) Seller is\_\_\_ is not\_\_\_ (*check one*) aware of a proposed special assessment. Seller shall keep listing Broker informed of all  
97 Board of Directors/Managers actions. Seller shall keep Broker informed of all changes to the above.
- 98 e) If applicable, the amount of special assessment is \$\_\_\_\_\_ with a remaining balance due of \$\_\_\_\_\_.
- 99 f) The lot size is approximately \_\_\_\_\_. If condo, approximate square feet \_\_\_\_\_.
- 100 g) For residential properties located within the City of Chicago, local ordinances require that all properties must have smoke  
101 and carbon monoxide detectors present and in working condition. Seller agrees to comply with such ordinances. In  
102 addition, Seller must provide Broker with a Zoning Certificate (if applicable) and lead paint disclosure form completed  
103 within five (5) days after the date of the Agreement.

104  
105 **PROVISIONS:**

- 106 1. Broker's sole duty is to use Broker's best efforts to effect a sale, exchange, lease, or option of the property, and Broker is not  
107 charged with the custody of the property, its management, maintenance, upkeep or repair.
- 108 2. The parties agree that any dispute, controversy, or claim arising out of or relating to this exclusive listing  
109 agreement, or any breach thereof by either party, shall be resolved by arbitration in accordance with the Code  
110 of Ethics and Arbitration Manual of the National Association of Realtors, as amended from time to time,  
111 through the facility of the Chicago Association of Realtors. The parties agree to be bound by any award  
112 rendered by any professional standards arbitration hearing panel of the Chicago Association of Realtors and  
113 further agree that judgment upon any award rendered by a professional standards arbitration hearing panel

114 of the Chicago Association of Realtors may be entered in any court having competent jurisdiction thereof. The  
115 parties agree to execute any arbitration agreement and documents as may be required by the Chicago  
116 Association of Realtors to facilitate any arbitration.

117 3. Seller shall comply with the Real Estate Settlement Procedures Act of 1974, if applicable, and furnish all information required  
118 for compliance therewith, and, if applicable, Seller agrees to comply with the Residential Real Property Disclosure Act.

119 4. If the property is other than a condominium or a cooperative, then prior to closing, Seller shall furnish a survey by a licensed  
120 land surveyor dated not more than six (6) months prior to date of closing of Real Estate Sale Contract showing the present  
121 location of all improvements. If Purchaser or Purchaser's mortgagee desires a more recent or extensive survey, same shall be  
122 obtained at Purchaser's expense. If the property is a condominium, then no later than 15 days from the date hereof Seller shall  
123 furnish to Broker a complete set of condominium documents, to include declaration, bylaws, and if available, a survey. If the  
124 property is a cooperative, then, no later than 15 days from the date hereof Seller shall furnish to broker a complete set of  
125 cooperative documents, to include the proprietary lease or trust agreement, the bylaws, and if available, a survey. In the event  
126 the property is a townhouse or condominium and dependent upon the condominium association's governing documents, either  
127 upon execution of this multiple listing agreement or upon acceptance of an offer to Purchaser by Seller, Seller shall promptly  
128 notify the appropriate representative of the condominium association or any affiliated organization of the contemplated  
129 transaction. Seller shall furnish Purchaser a statement from an authorized officer or agent of the condominium association  
130 certifying payment of assessments for condominium common expenses, and if applicable, proof of waiver or termination of any  
131 right of refusal or general option contained in the declaration of condominium together with any other documents required by  
132 the declaration of condominium or its bylaws as a precondition to the transfer of ownership. At time of closing Seller shall  
133 deliver to the Purchaser all appropriate documents properly endorsed and a survey or plat of the condominium unit showing the  
134 location of all improvements of such unit and further showing any parking spaces or garages that will be conveyed. Seller shall  
135 comply with all of the conditions and stipulations of the Illinois Condominium Property Act, as amended, as may be applicable.

136 5. Seller shall furnish an owner's title insurance policy in the amount of the purchase price showing good and merchantable title,  
137 and execute and deliver, or cause to be executed and delivered to Purchaser a proper instrument of conveyance.

138 6. Seller hereby indemnifies and holds Broker and Broker's agents harmless, from any and all claims, disputes, litigation,  
139 judgments, costs and legal fees from the defense of same, including reasonable attorney's fees and costs, arising from the  
140 misrepresentations by the Seller or other incorrect information supplied by the Seller to Broker or any third party.

141 7. Where applicable, the singular form shall include the plural, and the masculine form shall include the feminine and neuter.

142 8. This agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of  
143 the parties hereto.

144 9. Seller warrants his authority to execute this agreement and to deal with and on behalf of the said property as herein provided.

145 10. If a dispute arises between Seller and Purchaser as to whether a default had occurred, Broker shall hold the earnest money and  
146 pay it out as agreed in writing by Seller and Purchaser or as directed by a court of competent jurisdiction. In the event of such  
147 dispute Seller agrees that Broker may deposit the funds with the Clerk of the Circuit Court by the filing of an action in the  
148 Nature of an Interpleader. The Seller agrees that Broker may be reimbursed from the earnest money for all costs, including  
149 reasonable attorneys' fees and court costs, related to the filing of the Interpleader and hereby agrees to Indemnify and hold  
150 Broker harmless from any and all claims and demands, including the payment of reasonable attorney's fees, costs and expenses  
151 arising out of such default claims and demands. If Seller defaults, earnest money, at option of Purchaser, and upon written  
152 direction by Seller and Purchaser or as directed by a Court of competent jurisdiction, shall be refunded to Purchaser, but such  
153 refunding shall not release Seller from the obligation of this agreement. Notwithstanding anything herein to the contrary,  
154 disbursement of earnest money shall be in accordance with the Real Estate License Act, as amended.

155 11. Seller understands and agrees that Broker may from time to time represent or assist other sellers who may be interested in  
156 selling property to buyers with whom Broker has a buyer agency contract or with whom Broker is working as a customer. The  
157 Seller consents to Broker's representation of such other sellers before, during and after the expiration of this Exclusive Listing  
158 Agreement and expressly waives any claims, including, but not limited to, breach of fiduciary duty or breach of contract, based  
159 solely upon Broker's representation or assistance of other sellers who may be interested in selling property to buyers with  
160 whom Broker has a buyer agency contract or with whom Broker is working as a customer.

161 12. Broker is hereby authorized to promote and advertise said property, including the display of signs, as Broker deems  
162 appropriate, to place the property in any multiple listing service in which Broker participates, to promote property on any  
163 Internet homepage and/or any other advertising medium to which Broker may subscribe and to release information as to the  
164 amount of the selling price, type of financing, and number of days to sell this property to any multiple listing service in which  
165 Broker participates at the time a contract is executed. Broker is authorized to share Broker's compensation or commission with  
166 all cooperating Brokers regardless of any cooperating Broker's agency relationship to Seller, Broker or the Buyer.

167 13. In the event this Agreement is cancelled by Seller in contravention of the early termination provisions of lines 6 and 7 of this  
168 Agreement, unless mutually agreed to in writing by Broker and Seller, Seller shall pay to Broker, upon written demand by  
169 Broker a cancellation fee of \$1,000 (One Thousand Dollars) to compensate broker for time, expenses and services involved in  
170 marketing the property. In cases of the Seller's breach of this Agreement, Seller shall pay to Broker the commission or  
171 compensation previously described within this Agreement payable on the full price previously listed within this Agreement to  
172 compensate Broker for his or her time, expenses and services involved in marketing the property. No amendment or alteration  
173 with respect to the amount of commission or time of payment of commission shall be valid or binding unless made in writing  
174 and signed by the parties hereto. Broker's commission is to be paid at time of execution and delivery of deed, option, lease,  
175 joint venture agreement, or installment agreement for deed, whichever occurs sooner, and Broker is authorized to deduct the  
176 commission and expenses from the earnest money deposit at such time.

177 **BROKER IS AUTHORIZED TO ACCEPT AN EARNEST MONEY DEPOSIT FROM PURCHASER. IF**  
178 **PURCHASER DEFAULTS AND SELLER(S) DECLARES A FORFEITURE OF THE EARNEST MONEY, THE**  
179 **EARNEST MONEY SHALL BE APPLIED FIRST TO PAYMENT OF BROKER'S COMMISSION AND ANY**  
180 **EXPENSES INCURRED, AND THE BALANCE PAID TO SELLER.**

181 **14. IT IS ILLEGAL FOR EITHER THE SELLER OR THE BROKER TO REFUSE TO DISPLAY OR TO SELL TO ANY**  
182 **PERSON BECAUSE OF ONE'S MEMBERSHIP IN A PROTECTED CLASS, E.G.: RACE, COLOR, RELIGION,**  
183 **NATIONAL ORIGIN, SEX, ANCESTRY, AGE, MARITAL STATUS, PHYSICAL OR MENTAL HANDICAP, FAMILIAL**  
184 **STATUS, OR ANY OTHER CLASS PROTECTED BY ARTICLE 3 OF THE ILLINOIS HUMAN RIGHTS ACT. SELLER**  
185 **AND BROKER ACKNOWLEDGE THAT THEY SHALL ALSO BE BOUND BY THE PROVISIONS OF STATE AND**  
186 **LOCAL (CITY AND/OR COUNTY) HUMAN RIGHTS OR FAIR HOUSING ORDINANCES IF ANY AND AGREE TO**  
187 **COMPLY WITH SAME.**

188 **15. Seller hereby authorizes Broker and its agent to place an electronic or combination lock box on the above property in**  
189 **accordance with the terms and conditions previously described within this Agreement for the purpose of keeping a key to the**  
190 **property for access by cooperating real estate agents. Seller shall hold Broker, its agents, and any Multiple Listing Service of**  
191 **which Broker is a participant harmless from any and all liability, claims, judgments, obligations, or demands against Broker**  
192 **and/or agent as a result of Seller's authorization to use a "Lock Box," including, but not limited to, any and all liabilities and**  
193 **costs, including reasonable attorney fees incurred by Broker and/or agents as a result of this authorization, except for criminal**  
194 **or gross negligence on the part of the Broker and/or agents. Seller has been advised by the Listing Broker on the safeguarding**  
195 **or removal of valuables now located within said premises and the need to obtain personal property insurance through the**  
196 **Seller's insurance company. If the property is leased, Seller acknowledges that he has in fact noticed and advised the**  
197 **tenant/occupant of the foregoing and that the tenant/occupant agrees to the foregoing terms and provisions.**  
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199

200 **SELLER 1** \_\_\_\_\_ **Date** \_\_\_\_\_

201 **Signature:** \_\_\_\_\_

202 **Print Name:** \_\_\_\_\_

203 **Address:** \_\_\_\_\_

204 **Home Phone:** \_\_\_\_\_

205 **Work Phone:** \_\_\_\_\_

206 **Fax:** \_\_\_\_\_

207 **Email:** \_\_\_\_\_

216 **Seller's Attorney:** \_\_\_\_\_

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218

219

220

221 **BROKER Signature:** \_\_\_\_\_  
222 **Century21 S.G.R., Inc. Managing Broker**

208 **SELLER 2** \_\_\_\_\_ **Date** \_\_\_\_\_

209 **Signature:** \_\_\_\_\_

210 **Print Name:** \_\_\_\_\_

211 **Address:** \_\_\_\_\_

212 **Home Phone:** \_\_\_\_\_

213 **Work Phone:** \_\_\_\_\_

214 **Fax:** \_\_\_\_\_

215 **Email:** \_\_\_\_\_

**Tel:** \_\_\_\_\_ **Fax:** \_\_\_\_\_

\_\_\_\_\_ **Date**