



REALTOR® Association of NorthWest Chicagoland
EXCLUSIVE AUTHORIZATION & RIGHT TO SELL/LEASE AGREEMENT



1. To: Listing Company (Broker) Date:
2.
3. Property Address: Street Unit# Garage#
4.
5. City State Zip Code County
6.
7. Permanent Index Number (PIN) Approximate Lot Dimensions
8.
9. Property will be listed at \$ or a rental of with possession at
10.
11. If a lease, indicate terms of lease
12.

13. All references to Seller or Lessor in this Agreement are hereinafter referred to as Seller. All references to Buyer or Lessee in this Agreement are hereinafter referred to as Buyer.
14.

15. In consideration of the following conditions and of Broker's efforts to procure an acquiring party for the property and improvements described herein, Seller gives Broker the exclusive right
16. to sell, exchange, lease or option to purchase the property and to advertise and display signs from the date of this Agreement until the expiration of 1 YEAR, at which time this Agreement shall
17. automatically terminate. Further, from the date of Seller's acceptance of any contract to purchase the subject property, unless such contract to purchase is subject to continued marketing,
18. Broker shall have no further obligation to market, advertise for sale or show the property during the pendency of that contract.
19.

20. This Agreement may be cancelled on or after (date) by 30 days advance written notice of either party to the other.
21.

22. BROKERAGE FEE: Seller shall pay a real estate brokerage fee to Broker in the amount of of the sale price in accordance with the terms and conditions contained herein
23. and on the reverse of this Agreement. Broker shall be the exclusive leasing agent of Seller for which Broker shall, upon execution of a lease for the property, receive from Seller a leasing
24. fee of. In the event the property is leased and Lessee subsequently purchases the property, Broker shall, in addition to the fee for leasing the property,
25. also be entitled to the Brokerage Fee for the acquisition of the property in accordance with the terms and conditions of this Agreement. Seller authorizes Broker to disseminate information
26. about the property through any Multiple Listing Service (MLS) in which Broker is a participant or has access, to utilize cooperating brokers in carrying out Broker's
27. obligations hereunder and to pay compensation to such cooperating brokers in the amount of of the sale price.
28.
29.
30.

31. DESIGNATED AGENT/LICENSEE: Broker designates (Seller's Designated Agent/Licensee).
32. a sales associate affiliated with Broker as the only legal agent of Seller. Broker reserves the right to name additional designated agents when, in Broker's discretion, it is necessary.
33. 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
34. sales associate, who is not an agent of Seller, hold an open house at Seller's property or provide similar support in the marketing of Seller's property. Seller understands and agrees that
35. this Agreement is a contract for Broker to market Seller's property and that Seller's Designated Agent will be primarily responsible for the direct marketing and sale of Seller's property.
36.

37. DUAL AGENCY: NOTE TO CONSUMER: THIS DOCUMENT SERVES THREE PURPOSES. FIRST, IT DISCLOSES THAT A REAL ESTATE LICENSEE MAY POTENTIALLY ACT AS A DUAL
38. AGENT, THAT IS, REPRESENT MORE THAN ONE PARTY TO THE TRANSACTION. SECOND, THIS DOCUMENT EXPLAINS THE CONCEPT OF DUAL AGENCY. THIRD, THIS
39. DOCUMENT SEES YOUR CONSENT TO ALLOW THE REAL ESTATE LICENSEE TO ACT AS A DUAL AGENT. A LICENSEE MAY LEGALLY ACT AS DUAL AGENT ONLY WITH YOUR CONSENT.
40.

41. The undersigned (Designated Agent/Licensee), and any subsequent
42. Designated Agent(s) may undertake a dual representation (represent both Seller and Buyer) for the sale of this property. The undersigned acknowledge they were informed of the
43. possibility of this type of representation. BEFORE SIGNING THIS DOCUMENT PLEASE READ THE FOLLOWING:
44. 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.
45. Licensee will undertake this representation only with the written consent of ALL clients in the transaction. Any agreement between the clients as to the final contract price or other terms is a result of
46. negotiations between the clients acting in their own best interests and on their own behalf. You acknowledge that Licensee has explained the implications of dual representation, including the risks
47. involved and understand that you have been advised to seek independent advice from an attorney before signing/executing any documents in this transaction.
48. WHAT A LICENSEE CAN DO FOR THE CLIENTS WHEN ACTING AS A DUAL AGENT:

- 49. 1. Treat all clients honestly.
50. 2. Provide information about the property to the Buyer.
51. 3. Disclose all latent material defects in the property that are known to Licensee.
52. 4. Disclose financial qualification of Buyer to Seller.
53. 5. Explain real estate terms.
54. 6. Help Buyer arrange for property inspections.
55. 7. Explain closing costs and procedures.
56. 8. Help Buyer compare financing alternatives.
57. 9. Provide information about comparable properties that are sold so both clients may make educated decisions on what price to accept or offer.

54. WHAT A LICENSEE CANNOT DISCLOSE TO CLIENTS WHEN ACTING AS A DUAL AGENT:

- 55. 1. Confidential information that Licensee may know about the clients, without the clients' permission.
56. 2. The price Seller will take other than the listing price without permission of Seller.
57. 3. The price Buyer is willing to pay without permission of Buyer.
58. 4. A recommended or suggested price Buyer should offer.
59. 5. A recommended or suggested price Seller should counter with or accept.

58. If Seller is uncomfortable with this disclosure and dual representation, please let Licensee know. You are not required to consent to Dual Agency unless you want to allow Licensee to proceed as
59. a Dual Agent in this transaction (that is, to represent both Seller and Buyer). Seller acknowledges that they have been advised as to any alternative agency relationships available through Broker.
60. By initialing, you acknowledge that you have read and understand this form and voluntarily consent to the Licensee acting as a Dual Agent (that is, to represent BOTH Seller or landlord and Buyer
61. should that become necessary.

62. [X] Seller DOES consent to Licensee acting as Dual Agent (Initials) / [] Seller DOES NOT consent to Licensee acting as Dual Agent (Initials) /

64. FIXTURES AND PERSONAL PROPERTY: All of the fixtures and personal property stated herein are owned by Seller and to Seller's knowledge are in operating condition unless otherwise
65. stated herein. Seller agrees to transfer to Buyer all heating, electrical and plumbing systems together with the following items of personal property by Bill of Sale:

- 66. (Check or enumerate applicable items)
67. Refrigerator All Tacked Down Carpeting Fireplace Screen(s)/Door(s)/Grate(s) Central Air Conditioning
68. Oven/Range/Stove All Window Treatments & Hardware Fireplace Gas Logs Electronic or Media Air Filter
69. Microwave Built-in or Attached Shelving Existing Storms & Screens Central Humidifier
70. Dishwasher Smoke Detector(s) Security System(s) (owned) Sump Pump(s)
71. Garbage Disposal Ceiling Fan(s) Intercom System Water Softener (owned)
72. Trash Compactor TV Antenna System Central Vac & Equipment Outdoor Shed
73. Washer Window Air Conditioner(s) Electronic Garage Door Opener(s) Attached Gas Grill
74. Dryer All Planted Vegetation with Transmitter(s) Light Fixtures, as they exist
75. Satellite Dish and System Invisible Fence System, Collar(s) and Box Home Warranty \$

77. Other items Included:
78.
79. Items NOT included:
80.

81. LOCKBOX: SELLER HEREBY (initial one) DOES / DOES NOT / AUTHORIZE BROKER to place an electronic or combination lockbox on the
82. property in accordance with the terms and conditions on the reverse of this Agreement, for the purpose of keeping a key to the property for access by cooperating real estate agents.
83. SELLER UNDERSTANDS IT IS ILLEGAL FOR SELLER OR BROKER TO REFUSE TO SELL/LEASE TO OR DISCRIMINATE AGAINST ANY PERSON BECAUSE OF THE PERSON'S RACE, COLOR, SEX,
84. RELIGION, NATIONAL ORIGIN, ANCESTRY, AGE, MARITAL STATUS, FAMILIAL STATUS, PHYSICAL OR MENTAL HANDICAP, OR UNFAVORABLE DISCHARGE FROM MILITARY SERVICE, OR ANY
85. OTHER CLASS PROTECTED BY ARTICLE 3 OF THE ILLINOIS HUMAN RIGHTS ACT, OR THE FEDERAL FAIR HOUSING ACT OR ANY OTHER APPLICABLE FEDERAL, STATE, COUNTY, OR LOCAL
86. STATUTE OR ORDINANCE.
87.

88. ASSESSMENTS: Seller shall pay for all assessments, regular or special, due or levied prior to closing, which include:
89.
90. in the amount of \$
91.

92. ASSOCIATION DUES: Seller acknowledges a current Condominium/Homeowners' Association Assessment/Fee of \$ per
93. which includes:
94.
95.

96. Seller will provide the most recent ascertainable tax bill and represents that the most recent ascertainable tax bill for the year is \$
97. which reflects the following exemptions: (strike inapplicable) homeowner, senior citizen tax freeze, homestead or none.
98. Seller warrants that he has the authority to execute this Agreement and to bind all parties who have an ownership interest in this property and to deal with and on behalf of said property as
99. herein provided including providing evidence of good, insurable and merchantable title. Seller warrants that any prior listing agreements have in fact been cancelled, expired, terminated and no
100. longer in effect upon the signing of this Agreement. Seller shall complete, simultaneously with this Agreement, the DISCLOSURE REPORTS required by law and agrees to respond completely and
101. truthfully to all questions included therein.
102.

103. RIDERS, TERMS AND GENERAL CONDITIONS: This Agreement is subject to the Terms and Conditions on the back page hereof and the following Rider(s) labeled
104.
105. attached hereto, which Riders, Terms and Conditions are made a part of this Agreement, all of which constitute a legally binding contract.
106.
107.

109. AUTHORIZED BROKER SIGNATURE

SELLER/LESSOR/BENEFICIARY

112. DESIGNATED AGENT/LICENSEE SIGNATURE

SELLER/LESSOR/BENEFICIARY

115. ADDRESS/CITY/STATE/ZIP

ADDRESS/CITY/STATE/ZIP

118. COMPANY PHONE NUMBER/AGENT'S PHONE NUMBER

WORK PHONE NUMBER/HOME PHONE NUMBER

ADDITIONAL TERMS AND CONDITIONS

119. **BROKER AGREES:** To take those actions Broker deems advisable to market the property such as: to display signs consistent with applicable ordinances; to send required information
120. concerning the property to the multiple listing service for dissemination within 72 hours of the date this Agreement becomes effective or is received by Broker, whichever occurs later; to
121. advertise the property as Broker deems advisable including, but not limited to, any electronic media and/or internet service advertising, accept delivery of and present to Seller all offers and
122. counteroffers to buy, sell or lease Seller's property, to assist Seller in developing, communicating, negotiating and presenting offers, counteroffers and notices that relate to the offers and counteroffers
123. until a lease or purchase agreement is signed and all contingencies are satisfied or waived, and to answer Seller's questions relating to all offers, counteroffers, notices and contingencies.
124. Broker's sole duty is to effect the sale of the property and Broker is not charged with the custody, management, maintenance, upkeep or repair.
125.
126. **LOCK BOX TERMS AND PROVISIONS:** If Seller authorizes Broker to place an electronic and/or combination lock box, containing a key, on the property, Seller shall hold Broker, its
127. agents and cooperating agents of any multiple listing service of which Broker is a participant harmless from any and all liability, claims, judgements, obligations or demands against Broker
128. as a result of this authorization, but not limited to any and all liabilities and costs, including reasonable attorney's fees incurred by Broker as a result of this authorization,
129. except for criminal or gross negligence on the part of Broker. Seller has been advised by the Designated Agent on the safeguarding or removal of valuables now located
130. within said premises and the need to obtain personal property insurance. If the property is leased, Seller acknowledges that he has in fact notified and advised the tenant/occupant of the
131. foregoing and that the tenant/occupant has agreed to the foregoing terms and provisions.
132.
133. **SELLER AGREES:**
134. 1. To cooperate fully with Broker; refer all inquiries to Broker; provide access to property for purpose of showing the property; and conduct all negotiations through Broker.
135. 2. The Brokerage fee is payable subject to the terms contained herein, if this property is sold, gifted or exchanged by Broker, Seller or any other person during the term of this Agreement; or if
136. the property is optioned during the term of this Agreement and the option is subsequently exercised; or the property is leased during the term of the agreement and Lessee subsequently
137. purchases the property; or if the property is sold/leased directly or indirectly within six (6) months (Protection Period) after termination of this contract to a buyer to whom it was offered during
138. the listing term. However, Seller shall not be obligated to pay such fee if a valid listing agreement is entered into during the term of said Protection Period. This Protection Period will
139. survive any subsequent listing by another Broker which terminates for any reason. The provisions of this section shall survive the termination of this Agreement.
140. 3. To execute or cause to be executed a sales contract, Articles of Agreement, lease or lease with purchase option, upon agreed terms and conditions. The Brokerage Fee shall be deemed
141. earned, upon execution of same by Seller and Buyer. The Brokerage fee is due and payable at the time of closing of any sale or exchange, at the execution of any lease or articles of agreement, at
142. the time an option is exercised or upon a default as stated herein. Broker may pay from any escrow held, the Brokerage fee and any agreed additional expenses.
143. 4. To cause to be done all things necessary to complete the closing of the transaction, including but not limited to, furnishing a commitment for title insurance in the amount of the purchase
144. price, furnishing a current survey, executing documents of conveyance and other usual and customary forms, declarations and closing statements which may include prorations for general
145. and special taxes, assessments and association/homeowners/civic association dues, if any.
146. 5. To authorize Broker to report the sale price, type of financing and other appropriate statistical information to any multiple listing service to which the property has been submitted in
147. accordance with the MLS rules and regulations.
148. 6. To indemnify and save and hold Broker harmless from; a) all claims, disputes, litigations, judgments, and/or costs, including attorney's fees and costs; whether or not frivolous, arising from any
149. misrepresentations made by Seller, any incorrect information supplied by Seller or any material fact concerning the property or latent defect of the property or other information about the property
150. known by Seller, which would materially affect its value or marketability, which Seller fails disclose; b) any claims, loss, damage or injury to any person arising from the action of any animal or
151. pet of Seller while Seller's property is being shown by broker or others; c) any claims, loss, damage or injury resulting from the escape, injury or death of any animal or pet of Seller on the
152. property; d) any claim, loss, damage or injury to any person while viewing the property arising from pre-existing conditions of Seller's property.
153.
154. **SELLER ACKNOWLEDGES:** Broker has reviewed with Seller the agency relationships that Broker is prepared to create with Seller, Buyers and other Brokers. Seller agrees that any
155. contribution of funds by Broker to a Buyer's agent shall not in itself create any agency or subagency relationship between Buyer's agent and Broker or Seller. Seller understands
156. and agrees that Broker may from time to time represent or assist other Sellers who may be interested in selling property.
157.
158. **ILLINOIS RESIDENTIAL REAL PROPERTY DISCLOSURE ACT:** Seller may be required by state law to complete a property disclosure form, pursuant to the Illinois Residential Real Property
159. Disclosure Act, concerning the condition of Seller's property and to provide that form to buyer of the Seller's property. If required, Seller understands that Seller will be responsible for
160. completing that form or having it completed by appropriate inspectors or professionals and that Broker shall in no way be responsible for completion of the property disclosure form or
161. content of the information contained in the property disclosure form. Upon completion of the form by Seller, Broker agrees to provide for the delivery of the property disclosure form to
162. prospective buyer. Seller shall indemnify and save and hold Broker harmless from all claims, litigations, judgements and costs, including reasonable attorney's fees, arising
163. from any misrepresentations made by Seller, incorrect information supplied by Seller, or problems with the property which would tend to affect the value of the property or any other latent
164. defects in the property which are known to Seller and Seller fails to disclose.
165.
166. **LEAD-BASED PAINT HAZARD REDUCTION ACT:** Seller may be required to complete the Lead-Based Paint disclosure form. Upon completion of the form by Seller, Broker agrees to provide for the
167. delivery of that form from to a prospective Buyer prior to the time that prospective Buyer is bound by a contract to purchase. Seller shall indemnify and save and hold Broker and Broker's
168. agents harmless from all claims, litigations, judgements and costs, including reasonable attorney's fees, arising from any misrepresentations made by the Seller or incorrect information supplied
169. by Seller.
170.
171. **SELLER WARRANTS:** No notice has been received from any governmental authority or Condominium/Homeowner Association of any violation affecting the property that has not been cured and
172. agrees to advise Broker of any such violation notice received. Seller agrees to comply with all zoning and occupancy regulations as may be required by the appropriate governmental authority. Seller shall
173. provide sufficient maintenance of the property, including landscaping, so that, upon tender of possession, the property shall be in the same condition as of the date of signing a contract to purchase
174. by Buyer, less ordinary wear and tear; broom clean and free of debris.
175.
176. **PRIOR REPRESENTATION:** Seller understands and agrees that the Designated Agent may have previously represented a buyer who may become interested in Seller's property. During that
177. representation, the Designated Agent may have learned material information about Buyer that is considered confidential. Under the law, the Designated Agent may not disclose any such information
178. to Seller.
179.
180. **BUYER'S DESIGNATED AGENT:** Seller understands and agrees that other sales associates affiliated with Broker, other than Seller's Designated Agent(s), may represent the actual or
181. prospective Buyer of Seller's property. Seller understands and agrees that if the property is shown and/or sold through the efforts of a sales associate affiliated with Broker, other than
182. Designated Agent, that agent will not be acting as a representative of Seller.
183.
184. **ARBITRATION:** Seller agrees that in the event of a dispute with Broker or any of Broker's agents or employees arising out of the subject matter of this Agreement, the dispute
185. shall be submitted to binding arbitration in accordance with the rules of the American Arbitration Association or other mutually agreeable arbitration service and not be litigated, except for
186. such judicial enforcement of the award of arbitrators as permitted under Illinois law. The costs of such arbitration services shall be borne by the non-prevailing party. In any civil action, arbitration
187. or other proceeding arising out of Broker's efforts to collect Broker's fees hereunder, Seller agrees that Broker shall be entitled to recover from Seller reasonable attorney's fees
188. and costs, if Broker is the prevailing party.
189.
190. **SELLER UNDERSTANDS AND AGREES IN THE EVENT OF DEFAULT OF ANY AGREEMENT BY A BUYER WITH SELLER, ANY EARNEST MONEY, LESS THE EXPENSES AND
191. BROKERAGE FEE OF BROKER, SHALL BE PAID TO SELLER. IF SELLER DEFAULTS, THE EARNEST MONEY, AT THE OPTION OF BUYER, SHALL BE REFUNDED TO BUYER, BUT
192. SUCH REFUNDING SHALL NOT RELEASE SELLER FROM THE OBLIGATION OF THIS AGREEMENT OR FROM THE OBLIGATION TO PAY THE BROKERAGE FEE AS SET FORTH IN THIS
193. AGREEMENT. SELLER AGREES THAT IN THE EVENT A DISPUTE BETWEEN SELLER AND BUYER ARISES AS TO WHETHER A DEFAULT HAS OCCURRED, BROKER MAY, IF ACTING AS
194. ESCROWEE OF EARNEST MONEY PURSUANT TO A CONTRACT, INITIATE AN ACTION IN THE NATURE OF INTERPLEADER AND DEPOSIT ALL DISPUTED
195. ESCROWED FUNDS WITH THE CLERK OF THE CIRCUIT COURT. IN SUCH EVENT, SELLER AGREES TO HOLD BROKER AND AGENTS HARMLESS AND INDEMNIFY BROKER AND AGENTS FROM
196. ANY CLAIMS, DEMANDS OR JUDGEMENTS OF BUYER, INCLUDING ALL REASONABLE ATTORNEY'S FEES AND COSTS INCURRED TO DEFEND ANY ACTION BROUGHT BY BUYER OR TO FILE AN
197. INTERPLEADER ACTION OR SIMILAR ACTION.
198.**
199. It is mutually understood and agreed that, by law, Broker is permitted only to prepare a contract to purchase. Seller agrees to furnish or have an attorney furnish all other legal documents.
200.
201. It is mutually understood that no amendments or alterations in the terms of this Agreement shall be valid or binding unless made in writing and signed by the parties hereto.
202.
203. If Seller renders the property unavailable or otherwise defaults in any manner, Seller shall pay to Broker, upon written demand by Broker within four (4) business days of written
204. demand, reimbursement of out-of-pocket expenses including but not limited to marketing, advertising, office expenses, Multiple Listing Service (MLS) fees and printing. However, such payment
205. shall not release Seller of the obligations of this Agreement.
206.
207. In the event the property is a condominium, townhome or part of any other homeowner association entity, Seller shall have available for Buyer at time of sales contract the following
208. documents, if applicable: Declaration of Condominium or Declaration of Covenants, Conditions and Easements; current budget; by-laws; financial statements; and any other rules and
209. regulations in effect.
210.
211. If there is more than one Seller, Buyer, Designated Agent/Licensee or entity other than a natural person, the pronouns and grammatical structure shall be understood to
212. conform.
213.
214. Signatures of the parties to this Agreement may be in facsimile form.