



**MAINSTREET ORGANIZATION OF REALTORS®
COMMERCIAL PROPERTY EXCLUSIVE RIGHT TO SELL/LEASE AGREEMENT**



Chase Real Estate, LLC DBA Citypoint Group

BROKERAGE (Print Listing Office Name)

SELLER/LANDLORD NAME (Print)

MANAGING BROKER NAME (Print)

SELLER/LANDLORD NAME (Print)

DESIGNATED AGENT NAME (Print)

Seller/Landlord represents and warrants that title to the property is in the name of _____ and Seller/Landlord has the authority to sell/lease the Property.

For the purposes of this Exclusive Right to Sell/Lease Agreement, the use of the term "Client" shall include in addition thereto, the term "Seller/ Landlord" (circle one); the use of the term "buyer" shall include the term "tenant"; and the uses of the plural form or the possessive form of the terms "Client" and "buyer" shall also include the plural form and the possessive form of the terms "Seller/Landlord" and "tenant".

1. Property: This Agreement is between the above-mentioned Brokerage and Client, in consideration of their acceptance of the terms hereof and, efforts of Brokerage to advertise, market, promote, and sell/lease the real estate commonly known as:

Address: _____
 Unit No: _____, City: _____
 County: _____, State: _____, Zip Code: _____
 Permanent Index No.: _____, hereinafter referred to as "Property."

For Condo or Coop if parking space is included: (check type) ___deeded space; ___limited common element; ___assigned: Parking Space # ___

AGREEMENT between Chase Real Estate, LLC DBA Citypoint Group, 1903 Springbrook Square Dr. Naperville, IL 60564

(Company Name and Address)

hereinafter referred to as "BROKER" and _____ hereinafter referred to as "CLIENT."

2. Term and Conditions: Beginning 12:01 A.M. Month: _____ Day: _____ Year: 20____ and terminating 11:59 P.M. Month: _____ Day: _____ Year: 20____ Client gives to Broker the exclusive right to sell, lease, option or exchange the Property to qualified buyers and to share the Property with Participants in the Midwest Real Estate Data, LLC, Inc. and/or any Multiple Listing Service in which Broker is a Participant in accordance with the applicable rules and regulations of that Multiple Listing Service.

(_____/_____) **THE PARTIES UNDERSTAND AND AGREE THAT IT IS ILLEGAL TO DISCRIMINATE AGAINST ANY PROSPECTIVE BUYER OR TENANT ON THE BASIS OF RACE, AGE, COLOR, RELIGION, SEX, ANCESTRY, MARITAL STATUS, PHYSICAL OR MENTAL HANDICAP, FAMILIAL STATUS, NATIONAL ORIGIN, SEXUAL ORIENTATION, MILITARY STATUS, DISHONORABLE DISCHARGE FROM THE MILITARY SERVICE, 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.**

3. Marketing Price: If for sale, the price shall be \$ _____.
 If for lease, the lease price shall be \$ _____ (choose one) per month/per year.

4. Title: Title is in the name of _____ and Client represents that Client has the authority to sell/lease the premises.

5. Client's Designated Agent: Managing Broker designates and Client accepts: _____ ("Client's Designated Agent"), a licensee affiliated with Managing Broker, as the only legal agent of Client to market and sell/lease Client's Property. Managing Broker reserves the right to appoint additional designated agents for Client when, in Managing Broker's discretion, it is necessary. If additional designated agents are appointed, Client shall be informed in writing within a reasonable time of such appointment. Client authorizes Client's Designated Agent, from time to time, to allow another

 _____ Managing Broker Initial _____ Client(s) Initial _____ Client(s) Initial
 Address: _____

59 licensee, who is not an agent of the Client, to conduct an open house of Client Property or provide similar support to Designated
60 Agent in the marketing of Client's Property. Client understands and agrees that this Agreement is a contract for Brokerage to
61 market and sell/lease Client's Property and that Client's Designated Agent is the only legal agent of Client. Client's Designated
62 Agent will be primarily responsible for the direct marketing and sale/lease of Client's Property. The duties owed to Client as
63 referred in the Illinois Real Estate License Act of 2000, as amended, will only be owed to Client by the Designated Agent. The
64 Managing Broker and the Designated Agent will have only those duties to the Client as are required by statute.
65

66 **6. Possible Dual Agency:** The above named Designated Agent (hereinafter sometimes referred to as "Licensee") may undertake a
67 dual representation (represent both the seller or landlord and the buyer or tenant) for the sale or lease of the Property.
68 Seller/Landlord acknowledges he was informed of the possibility of this type of representation. Before signing this document,
69 Seller/Landlord must read the following:
70 Representing more than one party to a transaction presents a conflict of interest, since both clients may rely upon Licensee's
71 advice and the clients' respective interests may be adverse to each other. Licensee will undertake this representation only with the
72 written consent of ALL clients in the transaction. Any agreement between the clients as to a final contract price and other terms is
73 a result of negotiations between the clients acting in their own best interests and on their own behalf. Seller/Landlord
74 acknowledges that Licensee has explained the implications of dual representation, including the risks involved, and understands
75 that he has been advised to seek independent advice from advisors or attorneys before signing any documents in this transaction.
76

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

- 78 1. Treat all clients honestly.
- 79 2. Provide information about the Property to the buyer or tenant.
- 80 3. Disclose all latent material defects in the Property that are known to Licensee.
- 81 4. Disclose financial qualification of the buyer or tenant to the Seller or Landlord.
- 82 5. Explain real estate terms.
- 83 6. Help the buyer or tenant to arrange for Property inspections.
- 84 7. Explain closing costs and procedures.
- 85 8. Help the buyer compare financing alternatives.
- 86 9. Provide information about comparable properties that have sold so both clients may make educated decisions on what price to
87 accept or offer.
88

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

- 90 1. Confidential information that Licensee may know about the clients, without the client's permission.
- 91 2. The price or terms the seller or landlord will take other than the listing price without permission of the seller or landlord.
- 92 3. The price or terms the buyer or tenant is willing to pay without permission of the buyer or tenant.
- 93 4. A recommended or suggested price or terms the buyer or tenant should offer.
- 94 5. A recommended or suggested price or terms the seller or landlord should counter with or accept.
95

96 **If Seller/Landlord is uncomfortable with this disclosure and dual representation, please let Licensee know. Seller/Landlord is not required to accept this section unless Seller/Landlord wants to allow the Licensee to proceed as a
97 Dual Agent in this transaction.**
98
99

100
101 Yes No
102 (_____/_____)
103 (Client(s) Initials)
104

By checking "Yes" and initialing, Seller/Landlord acknowledges that Seller/Landlord has read and understands this section and voluntarily consents to the Licensee acting as Dual Agent (that is, to represent BOTH the Seller and buyer or Landlord and tenant) should that become necessary.

105 **7. Representation of Buyers/Tenants:** Client acknowledges that Client has been informed and understands that as part of
106 Brokerage's real estate business, Brokerage, from time to time, enters into representation agreements with buyers/tenants, and, as
107 such, may designate certain of its licensees as exclusive buyers'/tenants' representatives for the purpose of showing and
108 negotiating the purchase of real estate listed with Brokerage or other real estate brokerage firms.
109

110 **8. Buyer/Tenant Confidentiality:** Client understands that Brokerage, Managing Broker and/or Designated Agent may have
111 previously represented a buyer/tenant who is interested in Client's Property. During that representation, Managing Broker and/or
112 Designated Agent may have learned material information about the buyer/tenant that is considered confidential. Under the law,
113 neither Managing Broker nor Designated Agent may disclose any such confidential information to Client even though the
114 Managing Broker and/or Designated Agent now represent the Client.
115
116

Managing Broker Initial
Address: _____ Client(s) Initial _____ Client(s) Initial

117 **9. Managing Broker's Licensees:** Client understands and agrees that other licensees affiliated with Brokerage, may represent the
118 actual or prospective buyer of Client's Property. Further, Client understands and agrees that if the Property is sold or leased
119 through the efforts of a licensee affiliated with Brokerage that represents the buyer, the other licensee affiliated with Brokerage
120 will be acting as a buyer's representative.

121
122 **10. Consent to Represent Other Clients:** Client understands and agrees that Brokerage, Managing Broker and Designated Agent
123 may from time to time represent or assist other sellers/landlords who may be interested in selling/leasing their property to
124 buyers/tenants. The Client consents to Brokerage, Managing Broker's and Designated Agent's representation of such other
125 sellers/landlords before, during, and after the expiration of this Exclusive Marketing Agreement and expressly waives any claims
126 including but not limited to breach of duty or breach of contract based solely upon Brokerage, Managing Broker's or Designated
127 Agent's representation or assistance of other sellers/landlords who may be interested in selling/leasing their property to
128 buyers/tenants.

129
130 **11. Brokerage Fee:** Except as provided hereafter, in consideration of the obligations of the Brokerage, the Client agrees:
131 (a) To pay Brokerage, at the time of closing of the sale of the property and from the disbursement of the proceeds of said sale,
132 compensation in the amount of, for Brokerage's services, \$ _____ and/or 6 % (to be distributed
133 4 % plus \$ 295 of the sales price to the listing office and 2 % minus
134 \$ 295 of the sales price to the selling office) in effecting the sale by finding a Buyer ready, willing, and able to
135 purchase the property. If the transaction shall not be closed because of refusal, failure, or inability of the Client to perform, the
136 Client shall pay the sales commission in full to Brokerage upon demand. Should a sale be in pending or contingent status at the
137 expiration of this Agreement, Client shall pay Brokerage the full commission set forth upon closing of said sale.

138 (b) To pay Brokerage the commission specified above if Brokerage procures a buyer, if the Property is sold within said time by
139 Client or any other person, or if the property is sold within 60 days from the expiration date herein to any
140 prospect to whom the said listing information was submitted during the term of this exclusive agreement. However, Client shall
141 not be obligated to pay said commission if a valid, written listing agreement is entered into during the term of said protection
142 period with another brokerage and the sale of the Property is made during the term of the subsequent listing agreement.

143
144 **12. Cooperation and Compensation:** Broker is authorized to show the Property to prospective buyers/lessees through
145 cooperating agents; and Broker, on a case by case basis, may pay a part of the above commission to cooperating agents. Broker is
146 authorized in its sole discretion to determine with which brokers it will cooperate, and the amount of compensation that it will
147 offer cooperating brokers in the sale of Client's property. Client acknowledges that the compensation offered to such cooperating
148 brokers may vary from broker to broker.

149
150 **13. Virtual Office Website Policy:** If Brokerage operates a Virtual Office Website ("VOW") the following shall apply:
151 for the purpose of marketing properties to consumers on the Internet who have established a brokerage-consumer relationship, as
152 defined by Illinois Real Estate License Act of 2000, as amended, giving the consumer the opportunity to search for active and
153 closed listing data, subject to Brokerage's oversight, supervision and accountability. The VOW Policy states that a VOW shall not
154 display listings or property addresses of any seller who has affirmatively directed the brokerage to withhold the seller's listing or
155 property address from display on the Internet. A VOW may allow third parties to write comments or reviews about particular
156 listings or display a hyperlink to such comments or review in immediate conjunction with particular listings or display an
157 automated estimate of the market value of the listing (or hyperlink to such estimate) in immediate conjunction with the listing.
158 The Policy allows the Brokerage to disable or discontinue, at Client's request, either or both of the aforementioned VOW features
159 (display of listing and display of listing address and ability to make comments or display estimate of market value).

160 **WITH REGARD TO THE VOW POLICY, CLIENT HEREBY DIRECTS BROKERAGE AS FOLLOWS (Initial that apply):**

161
162 (/____) I do NOT want the Property listing to be displayed on the Internet.

163
164 (/____) I do NOT want the Property address to be displayed on the Internet.

165
166 (/____) I do NOT give permission for comments or reviews on my listing.

167
168 (/____) I do NOT want any automated estimate of value on my listing.

169
170 Client acknowledges that Client has read and understands the options presented above and that, if Client has selected the first
171 option, consumers who conduct searches for listings on the Internet will not see information about Client's Property in response to
172 their search.

173
174 **14. Title Insurance and Survey:** (This paragraph applies to a sale only.) Client acknowledges that Client has not added to nor
175 disposed of any part of the Property, or gained any easements in favor of or against the Property not disclosed in the Title Guaranty

Address: _____
_____ Managing Broker Initial _____ Client(s) Initial _____ Client(s) Initial

176 Policy except as stated herein. Prior to closing, Client agrees to furnish at Client's expense a title insurance commitment for an
177 Owner's Title Insurance Policy in the amount of the sale price, showing good title in the owner's name. After a sales contract has
178 been signed, arrangements must be made to secure title insurance and schedule the closing. Client understands that Client is not
179 required to use any particular title insurance company and that Client or Client's attorney may select any qualified licensed
180 company for Client's title insurance needs. Not less than one (1) business day prior to closing, except where the subject property
181 is a condominium, Client may be required, at Client's expense, to furnish a Plat of Survey dated not more than six (6) months prior
182 to the date of closing, prepared by an Illinois registered land surveyor, showing any encroachments, measurements of all lot lines,
183 all easements of record, building set-back lines of record, fences, all building and other improvements on the real estate and
184 distances therefrom to the nearest two lot lines. In addition, the survey to be provided shall be a required survey The survey shall
185 show all corners staked and flagged or otherwise monumented.
186

187 With regard to the issuance of title insurance:

188 (_____/_____) Client authorizes Brokerage to order title insurance and related services on Client's behalf through an
189 Client(s) Initials affiliate of Brokerage, for the estimated charges as disclosed in the Federal and State Disclosure
190 Statements provided Client by Brokerage.

191 (_____/_____) Client directs that _____ provide the title insurance and
192 Client(s) Initials related services as stated above.

193 (_____/_____) Client or Client's attorney will make the necessary arrangements for title insurance and any related
194 Client(s) Initials services.
195

196 **15. Fixtures and Personal Property:** In the event of a sale of the property, included in the purchase price are: hot water heater;
197 plumbing and electrical fixtures; sump pumps; central heating and cooling; humidifying and filtering equipment; fixed carpeting;
198 equipment, and cabinets, water softener (except rental units) storm and screen windows and doors; attached shutters, blinds and
199 shades, all planted vegetation; with all improvements and fixtures, if any, (all of which hereinafter referred to as Equipment), shall
200 be left on the Property and shall be transferred to the Buyer by a Bill of Sale at the time of closing. The following items shall also
201 be left on the Property and be conveyed to buyer at time of closing:
202

203 _____
204 _____

205 Excluded items: _____
206 _____
207 _____

208 In an event of a lease of the property the items mentioned above as included items will remain on the premises for the benefit of
209 the tenant.
210

211 All the aforementioned Equipment remaining with the Property is paid for, belongs to Client, and will be in operating condition at
212 the time of closing, except for the following: _____
213 _____
214

215 **16. Commission Earned:** A commission shall be deemed to have been earned (a) at such time as a sales contract, lease, option, or
216 exchange contract is executed and all contingencies are met, or an option has been exercised, involving the Property, and shall be
217 paid at the time of initial closing, or occupancy, or settlement, whichever first occurs or (b) upon presenting to Client an offer
218 meeting all terms of this marketing agreement executed by a ready, willing and able buyer or tenant and shall be paid upon
219 demand. If there is a default of the contract attributable to Client involving the Property, then the commission shall be paid
220 following the default, or, if contested, upon settlement of court adjudication between the parties.
221

222 **17. Disclosure:** (This paragraph applies to a sale only.) All inquires about this Property made directly to Client shall be
223 immediately referred to Managing Broker and/or Client's Designated Agent. Client understands that the information which Client
224 provides to Client's Designated Agent as marketing information will be used to advertise Client's Property to the public and
225 submitted to the Multiple Listing Service. It is essential that this information be accurate and truthful. If applicable, Client agrees
226 to comply with the provisions of the Illinois Residential Real Property Disclosure Act, the Illinois Radon Awareness Act and, the
227 Federal Lead Based Paint Disclosure Regulations. Client shall complete the applicable disclosure document(s) in a timely manner,
228 shall not knowingly provide false or inaccurate information therein, and shall comply with all local government ordinances.
229 Although Client is marketing Client's Property in its present physical condition, Client understands that Client may be held
230 responsible by a buyer for any latent or hidden, undisclosed defects in the Property which are known to Client but which are not
231 disclosed to buyer. Client shall indemnify, save, defend and hold Brokerage, Managing Broker, and Client's Designated Agent
232 harmless from all claims, disputes, litigation, judgments and/or costs (including reasonable attorney's fees), whether or not
233 frivolous, arising from any misrepresentations made by the Client, from any incorrect information supplied by the Client, or from
234 any material fact concerning the Property including latent defects which the Client fails to disclose. Further, Client shall

Managing Broker Initial Client(s) Initial Client(s) Initial
Address: _____

235 indemnify, save, defend, and hold Brokerage, Managing Broker, and Client's Designated Agent harmless from any claim, loss,
236 damage, or injury to any person or Property while viewing the Property arising from the condition of Client's Property.

237
238 **18. Limitations:** The sole duty of the Brokerage is to affect a sale or lease of the Property. The Brokerage, Managing Broker,
239 Client's Designated Agent, members of the Multiple Listing Service(s) to which the Managing Broker belongs, and the Mainstreet
240 Organization of REALTORS® are not charged with the custody of the Property, its management, maintenance, upkeep, or repair.
241 Illinois law allows licensees to prepare the sales contract or lease using approved preprinted forms, but does not allow licensees to
242 draft other legal documents required to close a sale. Therefore, the Client agrees to draft and furnish, or have Client's attorney
243 draft and furnish all other legal documents necessary to close a sale.

244
245 **19. Minimum Standards:** Illinois Real Estate License Act of 2000, as amended, provides that all exclusive brokerage agreements
246 must specify that the sponsoring broker, through one or more sponsored licensees, must provide at a minimum, the following
247 services: (1) accept delivery of and present to the client offers and counter-offers to buy, sell, or lease the client's property or the
248 property the client seeks to purchase or lease; (2) assist the client in developing, communicating, negotiating, and presenting
249 offers, counter offers, and notices that relate to the offers and counteroffers until a lease or purchase agreement is signed and all
250 contingencies are satisfied or waived; and (3) answer the client's questions relating to the offers, counter-offers, notices, and
251 contingencies.

252
253 **20. Marketing Authorization:** Brokerage is authorized to advertise, promote, and market the Property which shall include, but
254 not be limited to, in Managing Broker's sole discretion, the display of signs, placement of the Property in any Multiple Listing
255 Service in which Managing Broker is a participant, and promotion of the Property through any electronic medium and/or on any
256 Internet Website to which the Brokerage, Managing Broker and/or Designated Agent may subscribe. Brokerage is authorized to
257 affix a keybox to the Property, and provided the owner is absent, any MLS participant or subscriber associated with the Multiple
258 Listing Service(s), whether acting as a buyer's representative or otherwise, shall have the right, through use of said keybox, to
259 show the Property at any reasonable time. It is not a requirement of the Multiple Listing Service or Brokerage that a Client allow
260 use of a keybox. Client acknowledges that neither listing nor selling brokerage, the Mainstreet Organization of REALTORS®, nor
261 any Multiple Listing Service is an insurer against the loss of Client's personal property. Client is advised to safeguard or remove
262 valuables now located on said Property. Client is further advised to verify the existence of said valuables and obtain personal
263 property insurance through Client's insurance agent. Further, Client hereby grants Brokerage and Brokerage shall have the right,
264 and Client acknowledges that Managing Broker may have an obligation under applicable Multiple Listing Service rules and
265 regulations as a condition of placing Client Property in such Multiple Listing Service, to release information as to the amount of
266 selling price, the rent, type of financing, and number of days to sell/lease the Property to any Multiple Listing Service of which
267 Managing Broker is a participant at the time the Property is sold and closed or leased.

268
269 **21. Taxes and Assessments:** (This paragraph applies to a sale only.) All taxes and all usually prorated expenses shall be prorated
270 pursuant to the terms of the sales contract. Client shall disclose any assessments or special taxes for improvements or lien for
271 improvements, either of record or in process, applicable to the Property marketed herein, and should the Client receive any notice
272 thereof, Client agrees to notify the Managing Broker or Designated Agent immediately.

273
274 (a) SPECIAL ASSESSMENTS: **Client represents that there:** [check one] is is not a proposed or pending unconfirmed
275 special assessment affecting the property not payable by Client after the date of closing. Client further represents that the
276 following confirmed special assessments are not due or will be due after the date of closing: _____ in
277 the amount of \$ _____.

278
279 (b) SPECIAL SERVICE AREA: **Client represents that the property:** [check one] is is not located within a Special
280 Service Area, payments for which will not be the obligation of Client after the date of Closing.

281
282 (c) CONDOMINIUM OR COMMON INTEREST COMMUNITY ASSOCIATION(S): **The property and improvements**
283 **described herein [check one]** are are not part of a Condominium or or Common Interest Community Association. If so,
284 the contact information for such association is: _____

285
286 Association Name: _____ Phone Number: _____
287 Management Company Name: _____ Phone Number: _____

288
289 (d) ASSOCIATION ASSESSMENTS/FEES: Client acknowledges a current Condominium or Common Interest Community
290 Association
291 Assessment/Fee of \$ _____ per _____ which includes: _____
292 _____
293 _____

294 *Managing Broker Initial* _____ *Client(s) Initial* _____ *Client(s) Initial*
295 *Address:* _____

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

22. Earnest Money: (This paragraph applies to a sale only.) The Earnest Money shall be held by the Escrowee identified in the Real Estate Sales Contract (“Escrowee”) in trust for the mutual benefit of the Parties in a manner consistent with Illinois State Law. Upon initial closing, or settlement, or upon breach of Contract, the Earnest Money shall be applied first to the payment of any expenses incurred by the Brokerage on Client’s behalf in the sale, and second to payment of the Brokerage’s sales commission, rendering the surplus, if any, to the Client. If a dispute arises between Client and buyer as to whether a default has occurred, Escrowee shall hold the Earnest Money and pay it out as agreed in writing by Client and buyer or as directed by a court of competent jurisdiction. In the event of such dispute, Client agrees that Escrowee may deposit the funds with the clerk of the Circuit Court by an action in the nature of interpleader. Client agrees Brokerage may be reimbursed from the Earnest Money for all costs, including reasonable attorney’s fees, related to the filing of the interpleader and hereby agrees to indemnify and hold Brokerage harmless from any and all claims and demands, including the payment of reasonable attorney’s fees, costs, and expenses arising out of such default, claims, and demands. If Client defaults, Earnest Money, at the option of buyer, shall be refunded to buyer, but such refunding shall not release Client from the obligation of this Marketing Agreement. There shall be no disbursement of Earnest Money unless Escrowee has been provided written agreement from Client and buyer. In anticipation of closing, the parties shall direct Escrowee to close the account no sooner than 10 (ten) business days prior to the anticipated closing date.

23. Amendments: Should it be necessary to amend or modify this Agreement, facsimile signatures of all parties to this Marketing Agreement are accepted as original signatures. This Agreement may be executed in multiple copies and Client’s signature hereon acknowledges that Client has received a signed copy.

24. Mediation: Any controversy or claim arising out of or relating to this Agreement or the breach thereof shall be mediated in accordance with rules then pertaining of the American Arbitration Association.

25. Indemnification: Client agrees to indemnify Brokerage, Managing Broker and Designated Agent to save, defend, and hold them 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 commissions due Brokerage pursuant to this Agreement, provided Brokerage is not found to be at fault.

26. Disclaimer: Client acknowledges that Brokerage, Managing Broker and Client’s Designated Agent are acting solely as real estate professionals, and not as attorney, tax advisor, surveyor, structural engineer, home inspector, environmental consultant, architect, contractor, or other professional service provider. Client understands that such other professional service providers are available to render advice or services to the Client, if desired, at Client’s expense.

27. Costs of Third-Party Services or Products: Client is responsible for the costs of all third-party products or services such as surveys, soil tests, title reports, well and septic tests, etc.

28. Client Shall: Supply Broker with the most recent accurate income and expense figures, lease for the Property, any mortgage information, if applicable, and any other pertinent information which, in the opinion of Broker, is necessary to assist the broker in the marketing of the Property. Client shall provide all information relevant to the condition, use and operation of the property available to Client to buyer. Client shall prepare, deliver to buyer, and record, if appropriate, all documentation for the property in accordance with all laws of any jurisdiction in which the property is located. Client shall also cooperate with buyer to secure whatever on-site assessment buyer or buyer’s lender deems necessary or appropriate. In the event the property is a condominium or part of a Common Interest Community Association, Client should have available for Broker at time of listing agreement the following documents if applicable: Declaration of Condominium or Declaration of Covenants, Conditions and Easements; current budget; bylaws; financial statements; and any other rules and regulations in effect.

_____ *Managing Broker Initial* _____ *Client(s) Initial* _____ *Client(s) Initial*
Address: _____

349 **29. Severability:** In case any one or more provisions of this Agreement shall for any reason be held to be invalid, illegal or
350 unenforceable in any respect, such as invalidity, illegality or unenforceability, it shall not effect any other provision hereof, and
351 this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
352

353 **30. 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
354 multiple-person Party shall be sufficient notice to all. Notice shall be given in the following manner:

- 355 (a) By personal delivery of such notice; or
- 356 (b) By mailing of such notice to the addresses recited herein by regular mail and by certified mail, return receipt requested.
357 Except as otherwise provided herein, notice served by certified mail shall be effective on the date of mailing; or
- 358 (c) By sending facsimile transmission. Notice shall be effective as of date and time of facsimile transmission, provided that
359 the notice transmitted shall be sent on business days during business hours (8:00 A.M. to 6:00 P.M. Chicago Time). In
360 the event fax notice is transmitted during non-business hours, the effective date and time of notice is the first hour of the
361 first business day after transmission; or
- 362 (d) By sending e-mail transmission. Notice shall be effective as of date and time of e-mail transmission, provided that the
363 notice transmitted shall be sent on business days during business hours (8:00 A.M. to 6:00 P.M. Chicago Time), and
364 provided further that the **recipient provides written acknowledgment to the sender** of receipt of the transmission (by e-
365 mail, facsimile, or by regular mail). In the event e-mail notice is transmitted during non-business hours, the effective date
366 and time of notice is the first hour of the first business day after transmission; or
- 367 (e) By commercial overnight delivery (e.g., FedEx). Such Notice shall be effective on the next Business Day following
368 deposit with the overnight delivery company.
369

370 **31. Entire Agreement:** This Agreement constitutes the complete understanding and entire agreement between the parties relating
371 to the subject thereof, and any prior agreements pertaining thereto, whether oral or written, have been merged and integrated into
372 this Agreement. This Agreement may not be terminated or amended prior to its termination date without the express written
373 consent of both parties to this Agreement.
374

375 Client hereby acknowledges receipt of a signed copy of this Agreement and all attachments. The attachments include the
376 following (HERE LIST ALL ATTACHMENTS): _____
377 _____

378 *(Signatures required of all who have a legal or equitable interest in the Property)*

381 _____	381 _____
382 MANAGING BROKER (Print)	382 CLIENT (Print)
383 _____	383 _____
384 MANAGING BROKER (Signature)	384 CLIENT (Signature)
385 _____	385 _____
386 _____	386 _____
387 DATE	387 CLIENT (Print)
388 _____	388 _____
389 _____	389 _____
390 _____	390 _____
391 DESIGNATED AGENT (Print)	391 CLIENT (Signature)
392 25 E Main St. Suite 204	392 _____
393 OFFICE ADDRESS	393 DATE
394 _____	394 _____
395 Roselle IL 60172	395 _____
396 CITY STATE ZIP	396 CURRENT MAILING ADDRESS
397 _____	397 _____
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399 _____	399 _____
400 DESIGNATED AGENT PHONE FAX	400 CITY STATE ZIP
401 847-744-5003	401 _____
402 _____	402 _____
403 OFFICE PHONE	403 E-MAIL ADDRESS
404 _____	404 _____
405 _____	405 _____
406 E-MAIL ADDRESS	406 PHONE FAX
407 _____	407 _____
408 _____	408 _____
409 _____	409 CLIENT AUTHORIZED AGENT (Print)

Managing Broker Initial
Address: _____

Client(s) Initial _____ Client(s) Initial