

## **FULL SERVICE PROGRAM**

### **EXCLUSIVE AGENCY AGREEMENT TO MARKET PROPERTY THROUGH THE MULTIPLE LISTING SERVICE**

In consideration of the services provided by the **SELECT A FEE REAL ESTATE SYSTEM™** (herein referred to as "Broker" will assign a Designated Agent listed on back page of Listing agreement represent Seller. For \_\_\_\_\_'s, henceforth referred to as "(Seller)", Property with the Multiple Listing Service (MLS) the parties agree as follows:

1. **PROPERTY:** Seller represents that the seller is the legal titleholder and or has beneficial interests in the Property commonly known as \_\_\_\_\_ unit # \_\_\_\_\_, in the City of \_\_\_\_\_ and State of Illinois (Property") and has the right to sell the Property. Seller agrees to offer for sale through the services provided by Broker, the Property, fixtures and all improvements thereon. All personal property to be conveyed at the time of sale shall be listed by Seller in the Real Estate Sales Contract entered into between Seller and Buyer and shall be transferred free of any liens. Parking space or garage number \_\_\_\_\_.
2. **SELLING PRICE:** The Property and all improvements are offered for sale at a selling price of \$\_\_\_\_\_. Broker may offer assistance in determining pricing; however, Seller is solely responsible for determining the appropriate price.
3. **SELLER'S OBLIGATIONS, MLS INFORMATION and VERIFICATION FORM:** Seller shall provide Broker with all the information requested on its web site and/or listing questionnaire and said information shall be completed in full by the Seller. Seller represents that said information is true and accurate to the best of Seller's knowledge. Seller understands that Broker does not conduct any investigation of the property to verify the information provided by the Seller and is not responsible for the accuracy of the information.

Broker shall input the Information with the local MLS in accordance with local MLS rules and regulations. Broker shall complete and provide to Seller, within two (2) business days after execution of this Agreement, a verification form, setting forth all information provided by Seller and as input into the MLS by Broker. Seller agrees to review, verify, sign and return verification form with corrections, if any, to Broker within two (2) days of receipt. Seller agrees to be responsible for any inaccuracies in the signed verification form, in the event Seller does not receive the verification form within said period, Seller shall have right to terminate this Agreement. In the event Broker does not receive the signed verification form within said time period, Broker may remove the listing from the MLS until verification form is received. Nothing contained herein shall serve to extend the term of this Agreement or entitle Seller to a refund of the Service Fee (as hereinafter defined) except as set forth herein.

Seller understands that Broker may only make modifications or changes to the Information in the MLS if instructed to do so by Seller in writing. In the event Seller desires to modify or change the information in the MLS, Seller shall transmit the modifications or changes to Broker in writing, Broker shall then make the modifications and changes in the MLS pursuant to the MLS rules and Seller's written information.

Seller agrees to make the Property available to MLS members' at all reasonable hours for showing to prospective Buyers during the term of this Agreement.

4. **TERM:** The Term of this Agreement shall commence on \_\_\_\_\_ and terminate on \_\_\_\_\_, and shall not Exceed 365 days. Seller may terminate this agreement at anytime by providing Broker by delivering at least two (2) business days prior written notice, however, that the provisions of Paragraph 7D shall survive any such termination. Seller is prohibited from entering into any other listing agreement to market and sell said Property during the Term of this Agreement. If term less than 1 year Seller may extend for up to 1 year at no cost.

**NOTICE: ILLINOIS LAW DOES NOT STIPULATE THE AMOUNT OR RATE OF THE REAL ESTATE COMMISSION AND EACH SUCH COMMISSION IS SET BY EACH BROKER INDIVIDUALLY AND MAY BE NEGOTIABLE BETWEEN SELLER AND BROKER.**

5. **LISTING INPUT FEE:** (due at time of listing) Seller pays a \$995 listing input fee and a total commission of 2.5% at closing due to buyer's agent.
6. **SELLER'S ACKNOWLEDGEMENT OF LIMITED DUTIES:** Broker agrees to enter the information provided by Seller with the local MLS in the region where the Property is located and all affiliated web sites during the term provided herein. This agreement creates an Exclusive Agency Agreement to market Sellers' Property and limits the performance requirements of Broker as set forth herein. Broker is not representing itself to the Seller as a full Service Real Estate Agency but instead rather has limited obligations to Seller. Broker will schedule showing appointments with buyer's agents on client's property. Seller will schedule his own buyer showing appointments. Broker will place open houses for seller in Realtor.com and Tribune.com sites. Pictures may be placed on the MLS (9), Chicago Tribune.com (10) and Realtor.com (10) to promoted property to buyers. Broker will negotiate all purchase agreements, on Sellers' behalf with Buyer's Agent per Illinois Law. Broker does not hold earnest money. Seller acknowledges that selling the Property may be complicated and after contract has been accepted they may require professional legal assistance as Seller deems necessary and appropriate. Enhanced services include the placing of additional comments (up to additional 1000 characters) on Internet sites comments and description to be provided by Seller.

No other agreement expressed or implied, shall be held to impose any greater relationship than set forth herein. Seller waives any claim or cause of action it may have against Broker, its directors, officer's agents and employees arising as a result of any act or omission of Broker. Seller accepts the responsibility to comply with all ordinances, regulations and statutes pertaining to Sellers offer for sale of property. Broker is not charged with any responsibility or custody of the Property, its management, maintenance, upkeep or repair.

Sellers Initials \_\_\_\_\_

7. **SELLER'S OBLIGATION TO COMPENSATE A BROKER.**

A) Seller agrees that in the event any licensed real estate broker including Broker (Note: **Broker does not act as a Dual Agent.**) is involved in Introducing, presenting or procuring a Non-Excluded Buyer ready, willing and able to purchase this Property or another property the seller may introduce to said buyer, that Seller shall pay a buyers brokers commission as directed by Broker which shall be paid promptly at the closing of the Property. Broker is authorized to show the Property to prospective buyers through cooperating agent; and Broker, on a case-by-case basis, may pay a part of its brokerage commission to cooperating agents. Broker is authorized, in its sole discretion, to determine with which brokers it will cooperate and the amount of compensation that it will offer cooperating brokers in the sale of Seller's Property. Seller acknowledges that the compensation offered to such cooperating broker may vary from broker to broker. Note: Transaction fee of \$200 will be charged to Buyers broker and is payable to Broker at time of closing.

B) Seller may sell the Property to a buyer who was not introduced to Seller, Broker or the Property through the MLS or represented by a broker from the MLS. In such event, Seller is not required to pay a buyer's broker any Commission, unless the Buyer has a written or oral representation Agreement with his/her Broker.

C) If Agent \_\_\_\_\_ finds a buyer a Flat Fee of 2 % will be charged instead of the 2.5% listed on Line 5.

D) **Post-Expiration or Termination of contract.** In the event that Seller sells, exchanges or trades, leases or grants an option on the Property to a Buyer or third party to whom it was introduced through a Broker during the term of this Agreement and within (30) days after the expirations of this Agreement, Seller agrees to pay to the Buyer's Broker the same commission as when it was an active listing, however, the Seller shall not be obligated to pay such commission after expiration of this Agreement if Seller has entered into a valid written Listing agreement with another Broker.

8. **Option for Seller upon Cancellation:** Either party may terminate this Agreement at any time before the end of a term by delivering at least one (1) business day's written notice to the other party. In the event Seller terminates this Agreement for the sole purpose of listing the Property with a full service real estate brokerage firm and wants a return of service fee paid at listing this is the procedure Seller has to follow. Broker will refer 3 real estate brokerage firms, Seller will interview and select one that is **mutually agreeable** to the parties. A minimum commission of five percent (5%) must be paid. Upon a successful sale and closing of the said property and once Broker has received referral fee said service fee will be refunded to Seller as permitted by law. **Seller's initials** \_\_\_\_\_.

9. **DISCLOSURE:** Seller acknowledges that the law may require Seller to provide the Buyer with a Residential Property Disclosure form, a lead Based Paint, Mold and Disclosure form or other similar forms.

10. **LOCKBOX:** At seller's option, Broker will provide a combination lock box at no additional charge. A lock box attaches to the Property and holds a key permitting access to the Property by licensed real estate brokers. **Seller should remove, or safeguard personal valuables while the lock box is being used.** Lock boxes can be picked up at our office or mailed at seller's expense. Seller agrees to compensate Broker \$100.00 per lock box, for any unreturned lock boxes, and said fee shall be deducted at closing. Seller shall hold Broker; it's directors, officers and employees harmless from any and all liability, claims judgments, obligation or demands, including reasonable attorney fees, arising as a result of the use of the lock box.

11. If the Property is currently being leased, Seller must comply with local laws regarding access to the premises and, in most state, advise tenants of the foregoing and obtain tenants authorization consenting to the use of a lock box for access to the Property.

12. **VISUAL TOUR: Properties with Tours are in the top 20% of homes viewed and sell for more money than properties that don't.** A Visual Tour will be scheduled to be taken of your property. The Visual Tour will be hosted on Broker's designee, on Broker's website. The virtual tour would be a minimum of 6 spins and 10 still photos of the Property. Seller acknowledges that the Visual Tour will be prepaid at time of listing for \$249.95 and made payable to Visual Tours R US, LLC. The visual tour of the Property will take a minimum of seven (7) days and in no event more that ten (10) business days, to appear on Brokers web site. To view examples visit [www.selectafee.com](http://www.selectafee.com).

13. **"FOR SALE" SIGN:** The **only** sign permitted to be used to advertise the sale of the Property shall be the "For Sale" sign provided to Seller by Broker. Seller agrees not to display any other sign on the Property promoting or marketing the sale of the Property during the term of this Agreement; provided however Seller holds an open house a, "For Sale by Owner" sign shall not be permitted Seller's breach of Paragraph 12 shall entitle Broker to remove the listing from the MLS. **Exceptions:** Builders, Developer, etc. Signs will be mailed or shipped by Broker to Sellers for their use. Seller is responsible for returning sign to Brokers office, any unreturned signs and will be charged \$50 at closing.

14. **EQUAL and FAIR HOUSING LAWS:** THE SELLER UNDERSTAND AND AGREE THAT IT IS ILLEGAL FOR EITHER OF THEM TO REFUSE TO DISPLAY OR LEASE LESSOR'S PROPERTY TO ANY PERSON ON THE BASIS OF RACE, AGE, COLOR, RELIGION,SEX, ANCESTRY, MARITAL STATUS,PHYSICAL OR MENTAL HANDICAP, FAMILIAL STATUS, NATIONAL ORIGIN, SEXUAL ORIENTATION, MILITARY STUATUS,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. Sellers Initials \_\_\_\_\_

15. **MISCELLANEOUS PROVISIONS:**

1. In the event of controversy or dispute arising form this Agreement or the real estate transaction contemplated herein and excluding disputes described in paragraph 2 below, the parties waive a trial by jury and agree to submit such dispute to the American Arbitration Association and to be bound by the rules promulgated by the AAA.

Sellers Initials \_\_\_\_\_

2. In the event a dispute arises between Broker and any licensed real estate broker who makes a claim for a commission as a procuring broker, Seller agrees, in the event an award is entered against Broker by the REALTORS arbitration board finding that Broker owes a commission to the buyer's broker as a result of the sale of Seller's Property, to pay to Broker the amount of such award, not to exceed the Commission set forth in Paragraph 7 of this Agreement within ten (10) days of notice of such award, provided, however, that in no event shall seller pay more than one commission in connection with the sale of the Property. This paragraph shall survive the closing of said property.
3. **Owners of Multiple Properties:** A single owner selling multiple properties in the same sub-division, complex, or building that lists only one property or unit and in the event a buyer who was generated from the MLS on the one property listed with Broker and then sells that Buyer another unit or property not listed the Broker will then owe a Service Fee on the property sold to Buyer. Service Fee will be the same as the property listed. Service Fee will be due no later than 2 days after contract has been accepted.

**ATTORNEY MODIFICATION:** The terms of this Agreement are subject to a good faith modification by Seller's attorney within three (3) Business days for Seller's acceptance.

16. **ENTIRE AGREEMENT:** This Agreement contains the entire Agreement between the parties and supercedes any prior negotiations, discussion or agreements regarding the subject matter hereof, whether oral or written, between the parties and this Agreement may only be modified in writing and signed by the parties hereto.
17. **GOVERNING LAW:** the laws of the State in which the property is located shall govern this Agreement.
18. **ASSIGNMENT:** Neither party may assign this Agreement or any of their rights or obligations hereunder without the prior consent of the other party.
19. **BINDING:** This agreement shall be binding upon and inure to the benefit of the parties hereto and the respective heirs, personal Representatives, successors and assigns.
20. **NOTICES:** Any and all notices required or permitted to be given hereunder must be in writing and shall be deemed to have been properly served if given by personal delivery, or if transmitted by facsimile, or if delivered to Federal Express or other reputable overnight carrier for next business day delivery, charges billed to and prepaid by shipper, or if deposited in the United States mail, registered or certified with return receipt requested, proper postage prepaid, addressed as follows:

**IN WITNESS WHEREOF,** the parties hereto have reviewed the terms and conditions of this agreement and intending to be legally bound, have executed this agreement as of the day and year first above written.

\_\_\_\_\_  
SELLER

\_\_\_\_\_  
SELLER

\_\_\_\_\_  
DATE

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
BROKER

\_\_\_\_\_  
DESIGNATED AGENT

\_\_\_\_\_  
DATE

After all parties have signed the following (Exclusive Agency Marketing Agreement, the Listing Input information sheet, Sellers Residential Property Disclosure form, Lead Base Paint Disclosure, Mold Disclosure, Professional Inspection Rider, Appointment Sheet, and Contract Preview agreement) You may mail to the address below with appropriate payment or you may fax all of the paper work plus you credit card information and we will be processing the paper work immediately. No listings will be inputted to MLS without full payment of fee.

**SELECT A FEE REAL ESTATE SYSTEM™**

**932 W Madison Street**

**Chicago, IL 60607**

**Toll Free 888-800-9555**

Please Circle

VISA or MASTER CARD

Credit card information \_\_\_\_\_ Expires Month \_\_ Year \_\_\_\_

Exact name on Credit Card: First \_\_\_\_\_ Middle \_\_\_\_\_ Last \_\_\_\_\_

Billing address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Daytime Number \_\_\_\_\_-\_\_\_\_\_-\_\_\_\_\_ Sellers Email \_\_\_\_\_

Signature required having your account charged \$\_\_\_\_\_.00 \_\_\_\_\_

Buyers Email \_\_\_\_\_ Attorney \_\_\_\_\_

Phone number & Fax \_\_\_\_\_ E-mail \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

