



## EXCLUSIVE RIGHT TO LEASE AGREEMENT

1 This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_ (month) \_\_\_\_\_ (year), **(Effective Date)** by  
 2 and between \_\_\_\_\_ (Brokerage Company)  
 3 \_\_\_\_\_ (Brokerage Address)  
 4 and \_\_\_\_\_ (Lessor).

5 In consideration of the following agreements and of your efforts to procure a qualified LESSEE for the property and  
 6 improvements thereon described below, I (we), the undersigned, hereinafter referred to as LESSOR, appoint you,  
 7 hereinafter referred to as BROKERAGE COMPANY, with the EXCLUSIVE RIGHT TO LEASE said property under the following  
 8 terms and conditions:  
 9

### 10 **1. PROPERTY:**

11 Address: \_\_\_\_\_, Unit No: \_\_\_\_\_, City: \_\_\_\_\_  
 12 County: \_\_\_\_\_, State: \_\_\_\_\_, Zip Code: \_\_\_\_\_, hereinafter referred to as the "Property".  
 13 Permanent Index No.(PIN): \_\_\_\_\_  
 14 Lot Approximately: \_\_\_\_\_  
 15 Condo, Coop, or Townhome Parking Space Included (check type): \_\_\_deeded space: \_\_\_limited common element;  
 16 \_\_\_assigned: Parking Space# \_\_\_\_\_. If deeded space, Permanent Index No.(PIN): \_\_\_\_\_

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 18  
 19 **2. TERM OF AGREEMENT:** The Term of this Agreement shall begin on the **Effective Date** and shall terminate on  
 20 \_\_\_\_\_ ("Marketing Period"). This Agreement may not be terminated or amended prior to the  
 21 expiration date without the express written consent of both parties to this Agreement. If the parties mutually agree to the  
 22 termination of this Agreement prior to its termination date, LESSOR agrees to pay \$ \_\_\_\_\_ to the Brokerage Company  
 23 for said cancellation fee.  
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25 **3. MARKETING PRICE:** The price shall be \$ \_\_\_\_\_ or as amended by written  
 26 agreement(s).  
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28 **4. SECURITY DEPOSIT:** Security Deposit (Guaranteed Funds), if any, shall be held by Lessor, in a manner consistent  
 29 with Illinois state law and the executed Lease.  
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31 **5. COMMISSION:** If during the term of this Exclusive Right to Lease Agreement (hereafter "Agreement"), Brokerage  
 32 Company obtains an offer to lease the Property from a ready, willing and able Lessee [Tenant and Lessee shall be deemed  
 33 to have the same meaning and refer to the same person(s)] at the lease price, Lessor shall be obligated to pay Brokerage  
 34 Company a leasing commission of \_\_\_\_\_ (hereafter  
 35 "Commission"). Commission shall be paid upon the execution of the lease by the Lessor and Lessee, and payment of the  
 36 first month's rent and security deposit. Commission shall alternatively be paid if the property is leased directly or indirectly  
 37 during the period of this Agreement, or within \_\_\_\_\_ months after termination of this Agreement, the ("Protection  
 38 Period") to a Lessee to whom it was offered during the term thereof. However, Lessor shall not be obligated to pay  
 39 Commission if a valid, written marketing agreement is entered into during the term of said Protection Period with another  
 40 licensed Real Estate Brokerage Company. Should Lessor/Seller default on any Agreement for the lease, sale, exchange or  
 41 option of the Property any commission owed under this Agreement shall become payable immediately.  
 42

43 **6. BROKERAGE COMPANY COOPERATION:** Brokerage Company agrees to cooperate with other licensed Real Estate  
 44 Brokerage Companies representing Lessees' who lease the subject property in accordance with this Agreement. Brokerage  
 45 Company shall compensate said cooperating Brokerage Company by sharing the commission listed above as follows:  
 46 Listing Brokerage Co. \_\_\_\_\_  
 47 Cooperating Brokerage Co. \_\_\_\_\_  
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49 **7. UTILITIES** In addition to the monthly rental specified above, Lessee shall be responsible for the following:

50  
 51 \_\_\_\_\_ Electricity \_\_\_\_\_ Gas/Heating Fuel \_\_\_\_\_ Rubbish removal  
 52 \_\_\_\_\_ Water Service \_\_\_\_\_ Sewage Disposal Service \_\_\_\_\_ Landscape Maintenance  
 53 \_\_\_\_\_ Snow Removal \_\_\_\_\_ Homeowners Association dues currently \$ \_\_\_\_\_ per month  
 54 \_\_\_\_\_ Other: \_\_\_\_\_  
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**8. FIXTURES AND PERSONAL PROPERTY:** Included in the lease are all fixtures, all heating, electrical, plumbing and well systems together with the following items of personal property, all of which the Lessor represents are located within the Property and Lessee shall be entitled to use, subject to all terms and provisions of the lease:

**[Check or enumerate applicable items]**

- |   |  |   |   |
|---|--|---|---|
| <input type="checkbox"/> Oven/Range/Stove   | <input type="checkbox"/> Central Air Conditioning                | <input type="checkbox"/> Central Humidifier               | <input type="checkbox"/> Light Fixtures, as they exist  |
| <input type="checkbox"/> Refrigerator       | <input type="checkbox"/> Window Air Conditioners                 | <input type="checkbox"/> Water Softener(s) (owned)        | <input type="checkbox"/> Built-in or Attached Shelving  |
| <input type="checkbox"/> Microwave          | <input type="checkbox"/> Ceiling Fan(s)                          | <input type="checkbox"/> Sump Pumps                       | <input type="checkbox"/> Carbon Monoxide Detectors      |
| <input type="checkbox"/> Dishwasher         | <input type="checkbox"/> Intercom system                         | <input type="checkbox"/> Electronic or Media Air Filter   | <input type="checkbox"/> Existing Storms & Screens      |
| <input type="checkbox"/> Garbage Disposal   | <input type="checkbox"/> TV Antenna System                       | <input type="checkbox"/> Central Vac & Equipment          | <input type="checkbox"/> Fireplace Screens/Doors/Grates |
| <input type="checkbox"/> Trash Compactor    | <input type="checkbox"/> Satellite Dish                          | <input type="checkbox"/> Security Systems (owned)         | <input type="checkbox"/> Fireplace Gas Logs             |
| <input type="checkbox"/> Washer             | <input type="checkbox"/> Outdoor Shed                            | <input type="checkbox"/> Electronic Garage Door Opener(s) | <input type="checkbox"/> Smoke Detectors                |
| <input type="checkbox"/> Dryer              | <input type="checkbox"/> Invisible Fence System, Collars & Boxes | <input type="checkbox"/> _____ with all Transmitter(s)    | <input type="checkbox"/> Outdoor Playsets               |
| <input type="checkbox"/> Attached Gas Grill | <input type="checkbox"/> All Window Treatments & Hardware        | <input type="checkbox"/> All Tacked Down Carpeting        | <input type="checkbox"/> Planted Vegetation             |

**Other items included:** \_\_\_\_\_

**Items not included:** \_\_\_\_\_

Lessor represents that all fixtures, systems and Personal Property included in this contact shall be in operating condition at the time of possession, except: \_\_\_\_\_

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

**9. CONDO/COMMON INTEREST ASSOCIATION:** Lessor warrants and represents that the property \_\_\_\_\_ IS \_\_\_\_\_ IS NOT subject to a Homeowners'/Condominium Association assessment and/or Covenants, Conditions and Restrictions and/or Rules and Regulations. Lessor agrees to provide Brokerage Company/Designated Licensee with all Association documents, and managing agent contact information.

Association Name: \_\_\_\_\_ Address: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

**10. MULTIPLE OFFERS:** Broker [check one] IS \_\_\_\_\_, IS NOT \_\_\_\_\_ authorized to disclose the existence of a competing offer to potential Lessee or their agent in the event of multiple offers.

**11. FORECLOSURE:** The Premises [check one] \_\_\_\_\_ is \_\_\_\_\_ is not secured by one or more mortgages. Seller shall give written notice to Lessee within thirty (30) days of being served with a Foreclosure lawsuit for the Premises. Nothing in this paragraph alters the Lessee's obligation to pay rent under the Lease.

**12. DESIGNATION OF LEGAL LICENSEE:** Brokerage Company designates and Lessor accepts \_\_\_\_\_ (Designated Licensee), a licensee associated with Brokerage Company, as the only legal licensee of Lessor to market and lease Lessor's Property. Brokerage Company reserves the right to appoint additional or substitute Designated Licensees for Lessor when, in Brokerage Company's discretion, it is necessary. If additional or substitute Designated Licensee(s) are appointed, Lessor shall be informed in writing within a reasonable time of such appointment. Lessor authorizes Designated Licensee, from time to time, to allow another licensee, who is not an agent of the Lessor, to sit an open house of the Property or provide similar support to Designated Licensee in marketing of the Property. Designated Licensee will be primarily responsible for the direct marketing and lease of the Property. Designated Licensee will accept delivery of and present to Lessor offers and counteroffers to lease, buy, or sell the property; assist Lessor in developing, communicating, negotiating, and presenting offers, counteroffers, and notices that relate to the offers and counter offers until a lease agreement or purchase agreement is signed and all contingencies are satisfied or waived; and answer Lessor's questions relating to the offers, counteroffers, notices, and contingencies. The duties owed to Lessor as referred to in the current Illinois Real Estate Act, will be owed to Lessor by the Brokerage Company as carried out by Designated Licensee. Lessor consents and further authorizes Brokerage Company and Designated Licensee, and any authorized representative or licensee of Brokerage Company, to contact Lessor by telephone, facsimile transmission or electronic mail with respect to fulfilling the duties owed to Lessor under the current Illinois Real Estate Act.

**13. LESSOR CONFIDENTIALITY:** Lessor understands that Brokerage Company and/or Designated Licensee may have previously represented a Lessee who is interested in Lessor's Property. During that representation, Brokerage Company and/or Designated Licensee may have learned material information about the Lessee that is considered confidential. Under the law, neither Brokerage Company nor Designated Licensee may disclose any such confidential information to the Lessor even though Brokerage Company and/or Designated Licensee now represents the Lessor.

**14. BROKER AFFILIATES:** Lessor understands and agrees that other Licensees affiliated with Brokerage Company, may represent the actual or prospective Lessee of Lessor's Property. Further, Lessor understands and agrees that if the Property is leased through the efforts of a Licensee affiliated with Brokerage Company who represents the Lessee, the other Licensees affiliated with Brokerage Company will **NOT** be acting as Seller's Designated Licensees.

**15. CONSENT TO REPRESENT OTHER LESSORS:** Lessor understands and agrees that Brokerage Company and Designated Licensee may from time to time represent other Lessors who may be interested in leasing their property to lessees. The Lessor consents to Brokerage Company's and Designated Licensees' representation of such other Lessors before, during and after the expiration of this Agreement and expressly waives any claims including, but not limited to, breach of duty or breach of contract based solely upon Brokerage Company's or Designated Licensees' representation or

128 assistance of other lessors who may be interested in leasing their property to lessees.  
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130 **16. DISCLOSURE AND CONSENT TO DUAL AGENCY:** NOTE TO CONSUMER: THIS SECTION SERVES THREE PURPOSES.  
131 FIRST, IT DISCLOSES THAT A REAL ESTATE LICENSEE MAY POTENTIALLY ACT AS A DUAL AGENT, THAT IS, REPRESENT  
132 MORE THAN ONE PARTY TO THE TRANSACTION. SECOND, THIS SECTION EXPLAINS THE CONCEPT OF DUAL AGENCY.  
133 THIRD, THIS SECTION SEEKS YOUR CONSENT TO ALLOW THE REAL ESTATE LICENSEE TO ACT AS A DUAL AGENT: A  
134 LICENSEE MAY LEGALLY ACT AS A DUAL AGENT ONLY WITH YOUR CONSENT. BY CHOOSING TO INITIAL THIS SECTION OF  
135 THIS AGREEMENT, YOUR CONSENT TO DUAL AGENCY REPRESENTATION IS PRESUMED.  
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137 The undersigned \_\_\_\_\_ ("Licensee"), the Lessor's Designated Licensee,  
138 and any subsequent Designated Licensee(s) may undertake a dual representation (represent both Seller or Lessor and the  
139 Buyer or Lessee) for the lease or sale of real estate. The undersigned acknowledges they were informed of the possibility of  
140 this type of representation. Before signing this document please read the following:  
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142 Representing more than one party to a transaction presents a conflict of interest since both clients may rely upon Licensee's  
143 advice and client's respective interests may be adverse to each other. Licensee will undertake this representation only with  
144 the written consent of ALL clients in the transaction.  
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146 Any agreement between the clients as to a final contract price and other terms is a result of negotiations between the  
147 clients acting in their best interests and on their own behalf. Lessor(s) acknowledges that Licensee has explained the  
148 implications of dual representation, including the risks involved, and understand that Lessor(s) have been advised to seek  
149 independent advice from your advisors or attorneys before signing any documents in this transaction.  
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151 **WHAT A LICENSEE CAN DO FOR CLIENTS WHEN ACTING AS A DUAL AGENT:**

- 152 1. Treat all clients honestly.
- 153 2. Provide information about the real estate to the Buyer or Lessee.
- 154 3. Disclose all latent material defects in the Property that are known to licensee.
- 155 4. Disclose financial qualifications of the Buyer or Lessee to the Seller or Lessor.
- 156 5. Explain real estate terms.
- 157 6. Help the Buyer or Lessee to arrange for Property inspections.
- 158 7. Explain closing costs and procedures.
- 159 8. Help the Buyer compare financing alternatives.
- 160 9. Provide information about comparable properties that have sold so both clients may make educated decisions  
161 on what price to accept or offer.

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

- 163 1. Confidential information that Licensee may know about the client, without the client's permission.
- 164 2. The price or terms the Seller or Lessor will take other than the listing price without permission of the Seller or  
165 Lessor.
- 166 3. The price or terms the Buyer or Lessee is willing to pay without permission of the Buyer or Lessee.
- 167 4. A recommended or suggested price or terms the Buyer or Lessee should offer.
- 168 5. A recommended or suggested price or terms the Seller or Lessor should counter with or accept.  
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170 If Seller(s)/Lessor(s) is uncomfortable with this disclosure and dual representation, please let Licensee know.  
171 Seller(s)/Lessor(s) is not required to accept this section unless you want to allow the Licensee to proceed as a Dual Agent in  
172 this transaction.  
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174 By selecting "Yes" and initialing, Seller(s)/Lessor(s) acknowledge that Seller(s)/Lessor(s) have read and understand this  
175 section and voluntarily consent to the Licensee acting as a Dual Agent (this is, to represent BOTH the Seller or Lessor and  
176 the Buyer or Lessee) should that become necessary.  
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178 DUAL AGENCY CONFIRMATION: \_\_\_\_\_ Yes \_\_\_\_\_ No  
179 (Seller's/Lessor's Initials) (Seller's/Lessor's Initials)  
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181 **17. FAIR HOUSING: FAIR HOUSING:**

182 (\_\_\_\_ / \_\_\_\_ ) (Lessor's Initials) **THE PARTIES UNDERSTAND AND AGREE THAT IT IS ILLEGAL**  
183 **FOR EITHER OF THE PARTIES (OWNER OR BROKER) TO REFUSE TO DISPLAY OR SELL/LEASE OWNER'S**  
184 **REAL ESTATE TO ANY PERSON BECAUSE OF ONE'S MEMBERSHIP IN A PROTECTED CLASS, e.g.: RACE,**  
185 **COLOR, RELIGION, NATIONAL ORIGIN, SEX, SEXUAL ORIENTATION, ANCESTRY, AGE, ORDER OF**  
186 **PROTECTION STATUS, MARITAL STATUS, PHYSICAL OR MENTAL HANDICAP, FAMILIAL STATUS,**  
187 **MILITARY STATUS, UNFAVORABLE MILITARY DISCHARGE, OR ANY OTHER CLASS PROTECTED BY**  
188 **ARTICLE 3 OF THE ILLINOIS HUMAN RIGHT ACTS, OR ANY OTHER APPLICABLE FEDERAL AND/OR**  
189 **LOCAL FAIR HOUSING LAWS. THE PARTIES AGREE TO COMPLY WITH ALL APPLICABLE FEDERAL, STATE,**  
190 **AND LOCAL FAIR HOUSING LAWS.**  
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192 **18. MARKETING AUTHORIZATION:**

- 193 (a) Except as otherwise may be provided in paragraphs (h), (i), (j) and (k) below, Brokerage Company and its  
194 Designated Licensee(s) are authorized to do all things deemed necessary or desirable, in their sole discretion, to  
195 advertise, promote, and market the Property, including without limitation: display of signs; placement of the  
196 Property in a Multiple Listing Service (MLS); and/or promotion of the Property through any advertising media  
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- (including without limitation, print media, fact sheets, television programs, electronic media, the Internet, blogs, and social networking websites).
- (b) Lessor authorizes Brokerage Company and its Designated Licensee(s) to photograph and/or film the property and to maintain pictures/video of the Property, and any other advertising content provided by Lessor to Brokerage Company (including without limitation Property drawings, surveys, and/or blueprints), in an MLS and any of the above described advertising media for marketing purposes, as well as examples of Brokerage Company's marketing programs and/or successfully marketed properties. In doing so, Lessor hereby grants to Brokerage Company and its Designated Licensee(s) a non-exclusive, non-transferable, fully-paid, limited license to use, distribute, modify, and/or display Lessor or Brokerage Company provided pictures/video/advertising content in any form, media, or manner. Lessor hereby acknowledges that Brokerage Company cannot control the capture, scraping, and re-posting of pictures/video/advertising content by third parties and makes no representation that pictures/video advertising content regarding the Property will or can be completely removed from advertising media once posted.
- (c) Lessor assumes sole responsibility for ensuring that any Lessor provided pictures/video/advertising content, whether originating from Lessor or a third party, does not violate any law or the rights of any person (including without limitation, copyright, patent, trademark, trade secret, proprietary, contract, oral, privacy, or any other third party right). Specifically, Landlord represents that Lessor has the express authorization of the current Lessees, if any, to photograph and/or film the Property. Lessor shall indemnify and hold harmless Brokerage Company and its Designated Licensee(s) from any claims, actions, demands, liabilities, losses, damages, judgments, and costs (including reasonable legal fees) arising out of any claim related to Lessor provided picture/video/advertising content.
- (d) Brokerage Company/Designated Licensee is and shall remain the sole owner of any pictures, videos, and marketing materials it creates about the Property for marketing purposes.
- (e) Lessor hereby acknowledges that he/she has been advised that any pictures/video/advertising content provided or created by Lessor, Brokerage Company and Broker's Designated Licensee(s) may be made available for access to the public at large. Brokerage Company and its Designated Licensee(s) cannot be responsible for, and Lessor agrees to indemnify and hold harmless Brokerage Company and its Designated Licensee(s) from, any claims or losses arising out of the misuse of the pictures/video/advertising content by third parties (including reasonable legal fees).
- (f) Brokerage Company/Designated Licensee is authorized to affix a keybox to the Property and, provided the Lessor is absent, any MLS Participant or subscriber associated with the Multiple Listing Service(s) whether acting as Buyer's or Lessee's agent or otherwise shall have the right, through use of said keybox, to show the Property at any reasonable time. It is not a requirement of the Multiple Listing Service or Brokerage Company that a Lessor allow use of a keybox. Lessor acknowledges and shall advise any occupant(s) of the property that neither Listing nor Selling Brokerage Company, the REALTOR® Association of the Fox Valley, Inc. nor any Multiple Listing Service is an insurer against the loss of Lessor's personal property or of the personal property of any occupant of the Property. Lessor is advised to safeguard or remove valuables now located on said Property. Lessor is further advised to verify the existence of said valuables and obtain personal property insurance through Landlord's insurance agent. Landlord agrees to advise any current occupant of the Property that the Property is being marketed and to advise the occupant to safeguard or remove valuables now located on said property and to verify the existence of said valuables and obtain personal property insurance through occupant's insurance agent.
- (g) Lessor hereby grants Brokerage Company and Designated Licensee the right, and Lessor acknowledges that Brokerage Company/Designated Licensee may have an obligation under applicable Multiple Listing Service rules and regulations as a condition of placing Lessor's property in such Multiple Listing Service, to release information as to the amount of leasing or selling price, type of financing, if any, and number of days to lease or sell the Property to any Multiple Listing Service of which Broker is a member at the time the Property is leased, sold, or closed.
- (h) Brokerage Company and its Designated Licensee(s) are **[check one]** \_\_\_\_\_ **authorized** \_\_\_\_\_ **not authorized** to list the Property for Lease in any of the above described advertising media.
- (i) Brokerage Company and its Designated Licensee(s) are **[check one]** \_\_\_\_\_ **authorized** \_\_\_\_\_ **not authorized** to release the Property's address in any of the above described advertising media.
- (j) Brokerage Company and its Designated Licensee(s) are **[check one]** \_\_\_\_\_ **authorized** \_\_\_\_\_ **not authorized** to allow comments or reviews regarding the property on internet sites or blogs.
- (k) Brokerage Company and its Designated Licensee(s) are **[check one]** \_\_\_\_\_ **authorized** \_\_\_\_\_ **not authorized** to allow display of an automated estimate of the market value of the property (or a hyperlink to such estimate) in immediate conjunction with the listing.

**19. BROKER'S RESPONSIBILITIES:**

- BROKER shall make an earnest, diligent and continuous effort to lease the property to a qualified LESSEE and to advertise as BROKER deems advisable; to photograph and to display a "FOR RENT" sign.
- BROKER shall submit property to primary MLS and may also submit property to any other MLS of which BROKER is a participant to which BROKER has access.
- BROKER is authorized to promote the property through any electronic medium and/or any internet webpage to which the BROKER may subscribe. The parties agree the property will be listed in the MLS by \_\_\_\_\_(Date).
- BROKER is authorized to utilize other BROKERS in carrying out BROKER'S obligation hereunder.
- BROKER is also authorized to disseminate information about the property to real estate BROKERS representing BUYERS (hereinafter "Lessee's Agents"). LESSOR agrees that any payment by BROKER to Lessee's Agent or another BROKER shall not create any agency relationship between the Lessee's Agent and the BROKER or LESSOR.
- BROKER shall provide the MLS with timely notice of changes in the status of the listing; and shall, upon the lease of the property, provide MLS with lease information; including but not limited to the leasing price, for dissemination by the MLS to its members.
- BROKER shall provide LESSOR with a fully executed copy of this Agreement and all incorporated attachments and

disclosures and reasonable amount of time.

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

• BROKER will comply with the current Illinois Real Estate License Act of 2000, Article 15, Section 15-75 Required Minimum Services

Sec. 15-75. Exclusive brokerage agreements. All exclusive brokerage agreements must specify that the sponsoring broker, through one or more sponsored licensees, must provide, at a minimum, the following services:

- (1) accept delivery of and present to the client offers and counteroffers to buy, sell or lease the client's property or the property the client seeks to purchase or lease;
- (2) assist the client in developing, communicating, negotiating, and presenting offers, counteroffers, and notices that relate to the offers and counteroffers until a lease or purchase agreement is signed and all contingencies are satisfied or waived; and
- (3) answer the client's questions relating to the offer, counteroffers, notices, and contingencies.

**20. EXCLUSIVE BROKERAGE MINIMUM SERVICES:** Brokerage Company, through one or more sponsored licensees, will provide, at a minimum, the following services: (1) Accept delivery of and present to Lessor, offers and counteroffers to buy, sell or lease the Lessor's property or the property the client seeks to sell or lease; (2) Assist the Lessor in developing, communicating, negotiating, and presenting offers, counteroffers, and notices that relate to the offers and counteroffers until a lease or purchase agreement is signed and all contingencies are satisfied or waived; and (3) Answer the Lessor's questions relating to the offers, counteroffers, notices and contingencies.

**21. FUTURE SALE:** The parties further agree that in the event Lessor and any Lessee procured by Broker, or anyone else to whom the Property was presented during the term of this Agreement, executes a contract for the purchase and sale of said property, a contract for deed agreement, or a rent/option to purchase agreement during the lease term or within \_\_\_\_\_ months after the lease term or any extension thereto, Broker shall have earned a selling commission upon execution of said purchase and sale agreement. The commission shall be \_\_\_\_\_% of the sale price. From such compensation the Brokerage Company is authorized to offer a compensation and payment of \_\_\_\_\_% of sale price to any Cooperating Brokerage Company upon the successful closing of the transaction. Except as otherwise provided in Paragraph 5, the commission provided for in this paragraph shall be payable as follows: in the case of a purchase agreement or rent/option to purchase agreement, at closing; and in the case of contract for deed, upon the execution of such an agreement. However, this provision shall not apply if Lessor/Seller has entered into a valid, written listing agreement with another licensed Real Estate Brokerage Company during the Protection Period. The earnest money, if any, shall be held by Broker, in a manner consistent with Illinois state law.

**22. STATUTORY DISCLOSURES:** If applicable, Lessor/Seller [*check one*]\_\_\_\_\_ will provide a Lead-Based Paint Disclosure; \_\_\_\_\_ will provide the EPA Pamphlet, "Protect Your Family From Lead in Your Home"; \_\_\_\_\_ will provide the Disclosure of Information on Radon Hazards; \_\_\_\_\_ will provide the IEMA Pamphlet "Radon Testing Guidelines for Real Estate Transactions", to the Buyer.

**23. OPTIONAL DISCLOSURES:** If applicable, Lessor/Seller \_\_\_\_\_ will provide a completed Illinois Residential Real Property Disclosure Report; \_\_\_\_\_ will provide an Illinois Mold Disclosure, to the Buyer.

Additional Disclosures: \_\_\_\_\_

**24. LESSOR'S ACKNOWLEDGEMENT:** Lessor agrees to comply with all applicable federal and state laws with respect to the lease of the Property, including but not limited to, Lead Paint Disclosure requirements, the Illinois Smoke Detector Act, the Illinois Carbon Monoxide Alarm Act, and any other applicable laws or regulations imposed by any governmental authority or Condominium or Homeowners' Association.

**25. LESSOR'S OBLIGATIONS:** All inquires about this Property made directly to Lessor shall be immediately referred to Brokerage Company and/or Designated Licensee with names and addresses. Lessor understands that the information which Lessor provides to Designated Licensee as marketing information will be used to advertise Lessor's Property to the public, and it is essential that this information is accurate. THE BROKERAGE COMPANY IS HEREBY AUTHORIZED TO SUBMIT ALL INFORMATION REQUIRED BY THE RULES OF THE MULTIPLE LISTING SERVICE(S) OF WHICH THE BROKERAGE COMPANY IS A MEMBER. LESSOR UNDERSTANDS THAT LESSOR HAS THE OBLIGATION TO PROVIDE ACCURATE, TRUTHFUL INFORMATION AND HEREBY PROMISES TO FULFILL THIS OBLIGATION. **Although Lessor is marketing Lessor's Property in its present physical condition Lessor understands that Lessor may be held responsible by Lessee for any latent or hidden, undisclosed defects in the Property which are known to Lessor but which are not disclosed to Lessee.** Lessor shall indemnify, save, defend and hold Brokerage Company and Designated Licensee harmless from all claims, disputes, litigation, judgments and/or costs, (including reasonable attorney's fees), whether or not frivolous, arising from any misrepresentations made by the Lessor, any incorrect information supplied by the Lessor or from any material fact concerning the Property including latent defects which the Lessor fails to disclose. Further, Lessor shall indemnify, save, defend and hold Brokerage Company and Designated Licensee(s) harmless from any claim, loss, damage or injury to any person or property while viewing the property arising from the condition of the Property.

**26. BROKER LIMITATIONS:** The Brokerage Company's sole duty is to affect a lease of the Property. The Brokerage Company, Designated Licensee(s), members of the Multiple Listing Service(s) to which the Brokerage Company belongs, and the REALTOR® Association of the Fox Valley, Inc., are not charged with the custody of the Property, its management, maintenance, upkeep or repair. Illinois law allows Brokers to prepare the lease agreement using approved preprinted forms, but no other legal documents required to close the lease. Therefore, the Lessor agrees to furnish, or have Lessors' attorney

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furnish, all other legal documents necessary to close the lease if the forms approved by the REALTOR® Association of the Fox Valley, Inc. are unacceptable to the Lessor.

**27. DISCLAIMER:** Lessor acknowledges that Brokerage Company and Designated Licensee are acting solely as real estate professionals, and not as an attorney, tax advisor, surveyor, structural engineer, home inspector, environmental consultant, architect, contractor, or other professional service provider. Lessor understands that such other professional service providers are available to render advice or services to the Lessor, if desired, at Lessor's expense.

**28. ENTIRE AGREEMENT:** This Agreement constitutes the complete understanding and entire agreement between the parties relating to the subject hereof; any prior negotiations or agreements pertaining hereto, oral or written, have been merged herein. This Agreement may not be terminated or amended prior to its termination date without the express written consent of both parties to this agreement. The following documents are additionally attached hereto and incorporated herein: \_\_\_\_\_

**29. PLURALS:** If more than one Lessee or more than one Lessor is involved, the pronouns and grammatical structure shall be understood to conform.

**30. BINDING EFFECT:** This Agreement shall be binding upon and inure to the benefit of the heirs, administrators, successors, and assigns of the parties hereto.

**31. SIGNATURES:** Facsimile and/or electronic signatures shall be sufficient for the purposes of executing, finalizing, and amending this Agreement and shall be deemed original signatures for all purposes. This Agreement may be executed in multiple copies, each of which shall be deemed an original.

**32. SEVERABILITY:** In case any one or more provisions of this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability, shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

**33. AUTHORITY:** Lessor warrants that Lessor has authority to execute this Agreement and to deal with and on behalf of said Property.

**34. COMMUNICATION:** The undersigned Lessor agrees that Brokerage Company and any authorized representative, employee or agent of Brokerage Company, or Designated Licensee(s) are hereby given express consent to contact the undersigned by telephone, facsimile transmission or electronic conveyance (including e-mail) at the following locations, addresses and/or telephone numbers.

_____ BROKERAGE COMPANY	_____ LESSOR/SELLER (Signature)	_____ DATE
_____ BROKERAGE ADDRESS (STREET)	_____ LESSOR/SELLER (Please Print)	_____ DATE
_____ BROKERAGE ADDRESS (CITY, STATE, ZIP)	_____ LESSOR/SELLER (Signature)	_____ DATE
_____ MANAGING BROKER (Signature)      DATE	_____ LESSOR/SELLER (Please Print)	_____ DATE
_____ MANAGING BROKER (Please Print)      DATE	_____ MAILING ADDRESS (STREET)	
_____ DESIGNATED LICENSEE (Signature)      DATE	_____ MAILING ADDRESS (CITY, STATE, ZIP)	
_____ DESIGNATED LICENSEE (Please Print)      DATE	_____ PHONE	_____ FAX
_____ OFFICE PHONE                      OFFICE FAX	_____ CELL PHONE(S)	
_____ DESIGNATED LICENSEE CELL PHONE	_____ EMAIL(S)	
_____ DESIGNATED LICENSEE EMAIL	_____ EMERGENCY CONTACT	_____ PHONE

**This agreement has been approved by the REALTOR® Association of the Fox Valley, Inc.  
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