

Sole Authorization to Sell Agreement

(Acknowledgment and Approval of Dual Representation Provided)

1. PROPERTY, PRICE & DURATION

In consideration of the services to be performed by

_____ (hereinafter referred to as "Brokerage Company") and the payment for those services by

_____, ("Seller"),

both parties agree that the Brokerage is granted the sole and exclusive authority to advertise and sell the Seller's property under the following terms and conditions:

Property Address: _____

City: _____, Illinois Zip: _____

Marketing Price: \$_____

TERM OF AGREEMENT (Choose One)

- ☐ From _____, 20__ through 11:59 p.m. on _____, 20__. If this end date goes beyond one year from the signing date, the Seller may cancel the agreement annually by providing a written termination notice at least 30 days before the current expiration date.

OR

- ☐ This Agreement will automatically extend on _____, 20__, and on _____ the same date each following year (referred to here as the "Renewal Date"), unless the Seller delivers written notice to the Brokerage Company expressing the Seller's decision not to renew. Such notice must be given no more than thirty (30) days and no less than _____ (_____) days prior to the Renewal Date.

2. DISCLOSURE OF DESIGNATED AGENT

Brokerage Company designates _____ ("Seller's Designated Agent"), a licensed representative affiliated with the Brokerage Company, as the sole authorized agent for the Seller. The Brokerage Company retains the right to assign additional designated agents at its discretion when deemed necessary. If any additional designated agents are assigned, the Seller will be notified in writing within a reasonable timeframe.

The Seller acknowledges and agrees that this agreement grants the Brokerage Company the right to market the Seller's property, and that the Seller's Designated Agent(s) are the sole authorized representatives of the Seller. The Designated Agent(s) will have primary responsibility for the direct promotion and sale of the property. (OPTIONAL: The Seller also recognizes that the Designated Agent may occasionally have another licensed individual, who is not an agent of the Seller, conduct open houses or assist with other marketing activities related to the property.)

3. BROKERAGE SERVICES

In addition to promoting the property, the Brokerage Company agrees to deliver the basic brokerage services mandated by the Illinois Real Estate License Act, including:

- (a) Receiving and presenting all offers and counteroffers;
- (b) Helping the Seller prepare offers, counteroffers, and related documents; and
- (c) Responding to the Seller's inquiries regarding negotiation matters in the real estate transaction.

4. PAYMENT FOR SERVICES

NOTICE: THE COMPENSATION FOR THE BROKERAGE COMPANY IS NOT FIXED BY LAW AND CAN BE NEGOTIATED.

Note: The Seller's Designated Agent has reviewed with the Seller the various compensation options available for the Brokerage Company's efforts in finding a buyer. They have also explained how the buyer's broker may be compensated, the different alternatives, and strategies to attract the most qualified buyers possible.

PAYMENT TO BROKERAGE COMPANY

- ☐ _____ percent (____%) of the final sale or exchange price of the property; OR
- ☐ \$_____ as a flat fee; OR
- ☐ Other: The Seller agrees to compensate the Brokerage Company as follows (please specify clearly in measurable terms)

- a. If, during the term of this Agreement, the Brokerage Company secures an offer to buy the property from a ready, willing, and able buyer at the listed price, or if the Seller enters into an agreement or receives an offer leading to a contract for the sale or exchange of the property at any price and terms acceptable to the Seller, the Seller agrees to compensate the Brokerage Company as outlined above.
- b. The Brokerage Company has permission to show the property to potential buyers who are represented by other agents.
- c. The full compensation will be paid at closing, or in the case of a sale through a contract for deed, at the time the buyer and Seller sign the initial contract or agreement for deed.
- d. Protection Period: The Seller agrees to pay the agreed compensation if the property is sold or exchanged within ____ (____) days after this Agreement expires (including any extensions) to any party to whom the property was shown during the term of this Agreement. This clause does not apply if the Seller enters into a valid written listing agreement with a different licensed real estate broker during the protection period.
- e. If a purchase contract is signed and the buyer defaults without the Seller being at fault, the Brokerage Company will waive its compensation, and this Agreement will remain in effect from the default date through the original expiration date stated in paragraph 1. If the Seller defaults on any purchase or exchange contract, any compensation due under this Agreement will become payable immediately.

5. MULTIPLE LISTING SERVICE

The Seller consents to the Brokerage Company listing the Seller's property in the Multiple Listing Service(s) where the Brokerage Company is a participant for marketing purposes.

ONLINE MARKETING OPTIONS

The Seller indicates their preferences concerning the online display of the property by circling YES or NO for each option below:

(circle YES or NO to all that apply)

- Display listing on any Internet site, including social media such as Facebook, Instagram, etc.: YES NO
- Permit the property's address to be displayed online: YES NO

The Seller recognizes and agrees that if "NO" is selected for the two options above, potential buyers searching online will not be able to view the related details of the Seller's property in their search results.

Seller's Initials

Seller's Initials

Date

- Allow for automatic valuation tools to be used for the Seller's listing: YES NO
- Allow for blogging or comments to be used or made regarding the Seller's listing: YES NO

6. PROPERTY DISCLOSURES

The Seller(s) acknowledge having been made aware of their obligations under the Residential Real Property Disclosure Act. The Seller agrees to fulfill the requirements of this Act to the best of their ability and to avoid knowingly providing any false or misleading information related to the disclosures mandated by the Act. Additionally, the Seller confirms compliance with all other relevant disclosure laws.

7. BUYER REPRESENTATIVES

The Seller understands that prospective buyers might choose to hire a licensed real estate broker or agent to represent their interests as a buyer's agent.

8. DISCLOSURE AND AGREEMENT TO DUAL AGENCY (LIMITED ROLE OF AGENT)

IMPORTANT NOTICE TO CONSUMERS: THIS SECTION SERVES THREE MAIN PURPOSES. FIRST, IT INFORMS YOU THAT A REAL ESTATE LICENSEE MAY ACT AS A DUAL AGENT, MEANING THEY COULD REPRESENT MORE THAN ONE PARTY INVOLVED IN THE TRANSACTION. SECOND, IT EXPLAINS WHAT DUAL AGENCY MEANS. THIRD, IT REQUESTS YOUR PERMISSION TO ALLOW THE LICENSEE TO SERVE AS A DUAL AGENT. A LICENSEE CAN ONLY ACT AS A DUAL AGENT WITH YOUR EXPLICIT CONSENT. BY SIGNING THIS SECTION, YOU ARE GRANTING PERMISSION FOR DUAL AGENCY REPRESENTATION.

The undersigned _____, ("Licensee" / "Seller's Designated Agent"), may
(insert name(s) of Licensee undertaking dual representation)

provide dual representation by acting on behalf of both the seller or landlord and the buyer or tenant in the sale or lease of a property. The parties signing below acknowledge they have been informed about the possibility of this kind of representation:

Acting on behalf of multiple parties in a transaction can create a conflict of interest because each client may depend on the Licensee's guidance, while their interests could potentially conflict. The Licensee will only proceed with such representation if every client involved provides written approval.

Any consensus reached on the final contract price and terms is the outcome of negotiations conducted directly between the clients, each acting in their own best interests and for themselves. You acknowledge that the Licensee has outlined the potential consequences and risks associated with dual representation, and you understand that you have been encouraged to consult with your own advisors or legal counsel before signing any documents related to this transaction.

SERVICES A LICENSEE MAY PROVIDE WHEN REPRESENTING BOTH PARTIES AS A DUAL AGENT

1. Act with honesty toward all clients.
2. Share property details with the buyer or tenant.
3. Reveal any known hidden defects in the property.
4. Inform the seller or landlord about the buyer's or tenant's financial qualifications.
5. Clarify real estate terminology.
6. Assist the buyer or tenant in scheduling property inspections.
7. Explain the costs and procedures involved in closing.
8. Aid the buyer in evaluating different financing options.
9. Provide data on similar properties that have sold, enabling both parties to make informed decisions regarding pricing.

INFORMATION A LICENSEE IS UNABLE TO SHARE WITH CLIENTS WHILE ACTING AS A DUAL AGENT

1. Any confidential details about a client that the Licensee has learned without that client's consent.
2. The price or terms the seller or landlord is willing to accept, other than the listed price, without their approval.
3. The price or terms the buyer or tenant is prepared to offer, without their consent.
4. Suggestions or recommendations regarding the price or terms that the buyer or tenant should propose.
5. Suggestions or recommendations regarding the price or terms the seller or landlord should accept or counteroffer.

If either party feels uneasy about this disclosure or the concept of dual representation, please inform the Licensee. You are under no obligation to sign this section unless you agree to permit the Licensee to act as a Dual Agent in this transaction.

By initialing here and signing below, you confirm that you have read and understand this document and willingly agree to the Licensee representing both the seller or landlord and the buyer or tenant as a Dual Agent, if necessary.

Seller's initials

Seller's initials

Date

9. PRIOR REPRESENTATION

The Seller acknowledges that the Brokerage Company and/or the Designated Agent may have previously represented a buyer interested in this property. During that time, the Brokerage Company and/or Designated Agent might have received confidential, material information about the buyer. By law, neither the Brokerage Company nor the Designated Agent is permitted to share any such confidential details with the Seller.

10. BUYER'S DESIGNATED AGENT

The Seller acknowledges and agrees that licensees affiliated with the Brokerage Company, other than the Seller's Designated Agent(s), may represent the current or potential buyer of the Seller's property. Additionally, the Seller understands and agrees that if the property is sold as a result of the efforts of a Brokerage Company licensee representing the buyer, that licensee will serve as the buyer's designated agent.

11. SELLER TO REPORT DIRECT INQUIRIES

The Seller commits to promptly directing all prospective buyers or brokers who make contact with the Seller, regardless of the reason, to the Seller's Designated Agent and to supplying the Designated Agent with their names and addresses.

12. MARKETING ACTIVITIES

The Brokerage Company and the Seller's Designated Agent have the exclusive right to install a for sale sign on the property, provided it is allowed by law, remove any other signs, place a lockbox on the premises, and access the property during reasonable hours to show it to interested buyers. They may also collaborate with other brokers and utilize photographs and details of the property, including sharing such information and images online for marketing purposes.

13. LIMITED HOME WARRANTY

The Seller agrees to offer a limited home warranty plan from _____ for a fee of \$_____ plus any additional options. The Seller understands that this warranty is limited in scope and includes a deductible. The Seller confirms receiving the application for this home warranty program. [DELETE IF NOT PROVIDED].

14. FIXTURES

Certain items, including wall-to-wall carpeting, solar panels, garage door openers, smoke detectors, built-in appliances, light fixtures, landscaping, and various indoor and outdoor decorative elements, may legally qualify as "fixtures." If they do, these items are required to stay with the property unless explicitly excluded in the Purchase Agreement. (Consult with the Seller's Designated Agent to clarify any uncertainties about which items are included or excluded, and be sure to clearly outline these details in the Purchase Agreement.)

15. SELLER'S RESPONSIBILITY TO PROVIDE ACCURATE PROPERTY DETAILS

THE SELLER ACKNOWLEDGES THAT THE INFORMATION PROVIDED TO THE SELLER'S DESIGNATED AGENT FOR THE LISTING WILL BE USED TO PROMOTE THE PROPERTY PUBLICLY, MAKING ACCURACY CRUCIAL. THE SELLER EITHER HAS REVIEWED THE MLS LISTING INPUT SHEET AND AFFIRMS THAT THE DETAILS ARE TRUE AND CORRECT TO THE BEST OF THEIR KNOWLEDGE, OR UNDERSTANDS THE OBLIGATION TO SUPPLY TRUTHFUL AND ACCURATE INFORMATION FOR THE MLS INPUT SHEET AND COMMITS TO FULFILLING THIS DUTY. WHILE THE PROPERTY IS BEING SOLD IN ITS CURRENT "AS IS" CONDITION, THE SELLER UNDERSTANDS THAT THEY MAY STILL BE LIABLE TO THE BUYER FOR ANY HIDDEN OR UNDISCLOSED DEFECTS KNOWN TO THE SELLER BUT NOT REVEALED TO THE BUYER.

16. SURVEILLANCE/RECORDING NOTICE

Notice to Seller regarding recordings within the property

- a. If the Seller's property is equipped with a recording system that captures or transmits audio, the Seller acknowledges that such audio recording or transmission could potentially violate state and/or federal wiretapping laws. The Seller agrees to hold harmless and indemnify the Brokerage Company, its Designated Agents, and employees against any claims or liabilities arising from any audio recording or transmission within the property.
- b. The Seller understands that although prospective buyers are generally expected not to take photographs, videos, or conduct live video calls inside the property without prior written consent, such recording or transmission might still occur. The Seller is advised to remove any personal belongings they do not want recorded or shared. The Seller releases the Brokerage Company, its Designated Agents, and employees from any responsibility or liability related to any recordings or transmissions made on the premises.

17. WIRE FRAUD CAUTION

To safeguard all parties against wire fraud scams, it is important to verify any wire transfer instructions carefully. Always confirm the accuracy of email addresses and validate transfer requests by calling trusted phone numbers before sending any electronic funds.

18. BINDING AGREEMENT AND MODIFICATIONS

This agreement shall be legally binding and enforceable on the heirs, executors, successors, and assigns of the parties involved. Any changes to this contract must be made in writing and signed by all parties to be valid.

19. ELECTRONIC SIGNATURES

Both parties consent that electronic signatures on this agreement, as well as faxed or PDF copies, will hold the same legal validity and enforceability as handwritten original signatures.

20. PERMISSION TO COMMUNICATE

Seller(s) hereby grant Brokerage Company, along with any authorized representatives or agents, explicit permission to reach out to the undersigned via phone calls, text messages, fax, or email at the provided phone numbers and addresses.

Print Name

Telephone Number/E-mail Address

Print Name

Telephone Number/E-mail Address

Facsimile Number(s)

21. EQUAL HOUSING OPPORTUNITY

THE PARTIES ACKNOWLEDGE AND AGREE THAT IT IS UNLAWFUL FOR EITHER PARTY TO DENY THE OPPORTUNITY TO SHOW OR SELL THE SELLER'S PROPERTY TO ANYONE BASED ON RACE, COLOR, RELIGION, GENDER, NATIONAL ORIGIN, ANCESTRY, AGE, PROTECTION ORDER STATUS, MARITAL STATUS, PHYSICAL OR MENTAL DISABILITY, MILITARY STATUS, SEXUAL ORIENTATION, GENDER IDENTITY, DISHONORABLE DISCHARGE FROM MILITARY SERVICE, FAMILY STATUS, IMMIGRATION STATUS, SOURCE OF INCOME, ARREST RECORD, OR ANY OTHER CATEGORY PROTECTED UNDER ARTICLE 3 OF THE ILLINOIS HUMAN RIGHTS ACT. BOTH PARTIES COMMIT TO ADHERING TO ALL RELEVANT FEDERAL, STATE, AND LOCAL FAIR HOUSING REGULATIONS.

The Seller confirms they have received a signed version of this agreement along with all included attachments.
The attachments consist of the following items:

[HERE LIST ALL ATTACHMENTS].

(If the seller is married or in a civil union, signatures from both parties are necessary)

SELLER: _____, Brokerage Company

SELLER: _____ BY: _____

ADDRESS: _____ DATE: _____

Authorized Signer

DATE: _____ CELL PHONE: _____

OFFICE PHONE: _____