

# Exclusive Listing Agreement for Sale

(No Disclosure or Approval of Dual Agency)

## 1. PROPERTY, PRICE & DURATION

In exchange for the services to be provided by

\_\_\_\_\_ (hereinafter referred to as "Brokerage Company") and the compensation for services to be paid by

\_\_\_\_\_, ("Seller"),

both parties agree that the Real Estate Firm shall be granted the sole and exclusive authority to advertise and sell the Owner's property under the following terms and conditions:

**Property Address:** \_\_\_\_\_

City: \_\_\_\_\_, Illinois Zip: \_\_\_\_\_

Marketing Price: \$\_\_\_\_\_

### DURATION (Choose One)

- ☐ From \_\_\_\_\_, 20\_\_ through 11:59 p.m. on \_\_\_\_\_, 20\_\_. If the termination date extends beyond one year from the date this agreement is signed, the Seller may cancel the agreement annually thereafter by providing a minimum of 30 days' written notice before the renewal date.

**OR**

- ☐ This Agreement shall automatically extend on \_\_\_\_\_, 20\_\_, on \_\_\_\_\_ the 20th date of each subsequent year (hereafter referred to as the "Renewal Date"), unless the Seller notifies the Brokerage Firm in writing of their decision not to renew. Such notice must be given no more than thirty (30) days and no fewer than \_\_\_\_\_ (\_\_\_\_\_) days prior to the Renewal Date.

## 2. DISCLOSURE OF DESIGNATED AGENT

Brokerage Company designates \_\_\_\_\_ ("Seller's Designated Agent"), a licensed individual affiliated with the Brokerage Firm, as the sole legal representative of the Seller. The Brokerage Firm retains the right to assign additional designated agent(s) at its discretion if deemed necessary. Should any additional agent(s) be appointed, the Seller will receive written notification within a reasonable timeframe following the assignment

The Seller acknowledges and agrees that this is a binding agreement authorizing the Brokerage Firm to promote and sell the Seller's property, and that the Designated Agent(s) named for the Seller are the sole individuals legally representing the Seller. The Designated Agent will take primary responsibility for actively marketing and managing the sale of the property. (OPTIONAL: The Seller understands that, on occasion, the Designated Agent may have another licensed individual—who does not serve as the Seller's legal agent—host open houses or assist with other marketing activities related to the property.)

### 3. BROKERAGE DUTIES

In addition to promoting the property, the Brokerage Firm agrees to perform the minimum services as mandated by the Illinois Real Estate License Act, which include:

- (a) Receiving and conveying offers and counteroffers;
- (b) Assisting the Seller with drafting offers, counteroffers, and related documents; and
- (c) Responding to the Seller's questions regarding negotiations involved in the real estate transaction.

### 4. PAYMENT FOR SERVICES

**NOTICE: THE BROKERAGE FIRM'S FEE IS NOT DETERMINED BY LAW AND IS FULLY OPEN TO NEGOTIATION.**

Note: The Seller's Designated Agent has reviewed with the Seller the various options available for compensating the Brokerage Firm for efforts in finding a buyer. They have also discussed how compensation might be offered to a buyer's brokerage, the alternatives available, and strategies for attracting the strongest pool of qualified buyers.

### BROKERAGE COMPENSATION

- ☐ \_\_\_\_\_percent (\_\_\_\_ %) of the final sale or exchange price of the property; OR
- ☐ \$\_\_\_\_\_ as a flat fee; OR
- ☐ Alternative: Seller agrees to compensate the Brokerage Firm as follows (clearly describe in specific and measurable terms)

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- a. If, during the duration of this Agreement, the Brokerage Firm secures an offer from a ready, willing, and financially qualified buyer at the listed price, or if the Seller accepts any offer that leads to a signed agreement for the sale or trade of the property—regardless of the final terms—then the Seller agrees to pay the Brokerage Firm the agreed-upon compensation.
- b. The Brokerage Firm has permission to show the property to potential buyers who are represented by their own agents.
- c. The full agreed-upon compensation will be due at the time of closing. In cases involving a contract for deed, payment will be due when the buyer and Seller sign the initial contract or agreement for deed.
- d. Protection Clause: The Seller agrees to pay the stated compensation if the property is sold or exchanged within \_\_\_\_ (\_\_\_\_) days after the expiration (or any extension) of this Agreement to any person or entity that was shown or introduced to the property during the term of this Agreement. This clause is void if the Seller signs a legally binding listing agreement with another licensed real estate broker during the protection period.
- e. If a buyer and Seller enter into a purchase agreement and the buyer fails to close through no fault of the Seller, the Brokerage Firm agrees to forgo the compensation, and this Agreement will remain in effect until the original expiration date stated in Paragraph 1. However, if the Seller is the party who defaults on the agreement, the full compensation agreed upon in this contract becomes immediately due and payable to the Brokerage Firm.

### 5. MULTIPLE LISTING SERVICE

To assist in the promotion of the Seller's property, the Seller authorizes the Brokerage Firm to list the property in any Multiple Listing Service(s) in which the Brokerage Firm is a member or participant.

#### ONLINE PROPERTY DISPLAY

The Seller makes the following choices regarding whether the property will be shown on internet websites:

(circle YES or NO to all that apply)

- |                                                                                                   |     |    |
|---------------------------------------------------------------------------------------------------|-----|----|
| • Display listing on any Internet site, including social media such as Facebook, Instagram, etc.: | YES | NO |
| • Show the property's street address on online listing platforms:                                 | YES | NO |

**The Seller understands and agrees that selecting "NO" for either of the above options will prevent online users from viewing the related details of the Seller's property when performing property searches on the Internet.**

\_\_\_\_\_  
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. DISCLOSURE OF PROPERTY CONDITIONS

The Seller acknowledges being informed of their obligations under the Residential Real Property Disclosure Act. The Seller agrees to fulfill these duties to the best of their knowledge and ability, and not to knowingly provide any false or misleading information in connection with the required disclosures. The Seller also confirms compliance with all other relevant disclosure laws that may apply.

## 7. REPRESENTATION OF BUYERS

The Seller has been advised that prospective purchasers may choose to be represented by a licensed real estate broker or agent acting on their behalf as a buyer's representative.

## 8. PRIOR AGENCY RELATIONSHIP

The Seller acknowledges that the Brokerage Firm and/or the Designated Agent may have previously acted as a representative for a buyer who is now interested in the Seller's property. During that prior relationship, the Brokerage Firm and/or Designated Agent may have obtained confidential information about the buyer. In accordance with legal requirements, such confidential details cannot be shared with the Seller.

## 9. DESIGNATED AGENT FOR BUYER

The Seller acknowledges and agrees that other licensed agents associated with the Brokerage Firm—aside from the Seller's own Designated Agent(s)—may represent a prospective or actual buyer of the Seller's property. Additionally, the Seller understands and agrees that if the property is sold through the efforts of such an agent, that individual will be serving as the designated representative for the buyer.

## 10. SELLER'S OBLIGATION TO REPORT DIRECT INQUIRIES

The Seller agrees to promptly notify their Designated Agent of any potential buyers or real estate agents who reach out to the Seller directly for any purpose and to provide the names and contact information of those individuals to the Designated Agent.

#### **11. PROMOTIONAL EFFORTS**

The Brokerage Firm and the Seller's Designated Agent are granted full discretion to take the following actions for marketing purposes: display a "for sale" sign on the property where legally allowed, remove any other signs, install a lockbox, access the property during reasonable hours to show it to potential buyers, collaborate with other licensed brokers, use photographs of the property, and publish property details and images on the Internet as part of their marketing strategy.

#### **12. OPTIONAL HOME WARRANTY COVERAGE**

The Seller agrees to furnish a limited home warranty plan from \_\_\_\_\_ at a charge of \$\_\_\_\_\_ plus any additional optional coverages selected. The Seller understands that this warranty is limited in scope and includes a deductible. The Seller confirms receipt of the application for the warranty plan. [CROSS OUT IF NOT PROVIDED].

#### **13. FIXED ITEMS**

Features such as wall-to-wall carpet, solar energy systems, garage remotes, smoke alarms, built-in appliances, lighting fixtures, landscaping elements, and various interior and exterior decorative features may legally qualify as "fixtures." If considered fixtures, they must stay with the property unless specifically excluded in the Purchase Agreement. (To prevent confusion about which items can be removed and which must stay, consult with the Seller's Designated Agent and clearly outline any exclusions in the Purchase Agreement.)

#### **14. SELLER'S RESPONSIBILITY TO SUPPLY ACCURATE PROPERTY DETAILS**

The Seller acknowledges that the information provided to the Designated Agent for listing purposes will be used in marketing the property to the public, and therefore must be correct and reliable. The SELLER HAS EITHER REVIEWED THE MLS DATA ENTRY FORM AND CONFIRMS THAT, TO THE BEST OF THEIR KNOWLEDGE, THE DETAILS PROVIDED ARE TRUE AND ACCURATE, OR THE SELLER RECOGNIZES THEIR RESPONSIBILITY TO SUPPLY HONEST AND ACCURATE INFORMATION FOR ENTRY INTO THE MLS AND COMMITS TO MEETING THAT RESPONSIBILITY. While the property is being offered in its current physical state ("as is"), the Seller understands they may still be held liable by a buyer for any hidden or undisclosed issues or material defects that the Seller is aware of but fails to reveal.

#### **15. AUDIO/VIDEO MONITORING NOTICE**

Notice to Seller regarding recordings within the property

- a. If the Seller has any devices installed on the property that capture or transmit audio, the Seller acknowledges that doing so could potentially violate state or federal wiretapping laws. The Seller agrees to hold harmless and indemnify the Brokerage Firm, its Designated Agent(s), and staff from any legal responsibility or claims arising from such audio recordings or transmissions within the property.
- b. The Seller understands that prospective buyers touring the property are generally expected to refrain from taking photos, videos, or making video calls inside the home unless prior written consent has been granted. However, the Seller acknowledges that such recordings or transmissions might still occur. The Seller is advised to remove any personal items they do not wish to be captured or shared. The Seller further agrees to release the Brokerage Firm, its Designated Agent(s), and staff from any liability related to such recordings or broadcasts that may occur during property showings.

**16. NOTICE REGARDING WIRE FRAUD**

To help safeguard all parties against potential wire fraud schemes, it is strongly recommended that parties independently confirm any wiring instructions, carefully verify the accuracy of email addresses, and place a phone call to a trusted and previously verified number before sending any electronic payments.

**17. AGREEMENT IS BINDING AND MAY BE MODIFIED ONLY IN WRITING**

This agreement shall be enforceable upon, and extend to the benefit of, the parties' heirs, legal representatives, successors, and assigns. Any changes to this agreement must be made in writing and signed by all parties involved.

**18. USE OF ELECTRONIC SIGNATURES**

The parties acknowledge and agree that electronic signatures, as well as copies sent by fax or in PDF format, shall carry the same legal validity and enforceability as handwritten original signatures on this Agreement.

**19. AUTHORIZATION TO COMMUNICATE**

The Seller(s) grant express permission to the Brokerage Firm and its authorized agents or representatives to communicate with the undersigned via phone calls, text messages, fax, or email at the addresses, phone numbers, and other contact details provided below.

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Print Name

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Telephone Number/E-mail Address

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Print Name

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Telephone Number/E-mail Address

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Facsimile Number(s)

## 20. COMPLIANCE WITH FAIR HOUSING LAWS

BOTH PARTIES ACKNOWLEDGE AND AGREE THAT IT IS UNLAWFUL TO DECLINE TO SHOW OR SELL THE SELLER'S PROPERTY TO ANY INDIVIDUAL BASED ON RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN, ANCESTRY, AGE, STATUS AS A PROTECTED PARTY UNDER AN ORDER OF PROTECTION, MARITAL STATUS, PHYSICAL OR MENTAL DISABILITY, MILITARY STATUS, SEXUAL ORIENTATION, GENDER IDENTITY, UNFAVORABLE MILITARY DISCHARGE, FAMILY STATUS, IMMIGRATION STATUS, LAWFUL SOURCE OF INCOME, ARREST RECORD, OR ANY OTHER CATEGORY PROTECTED UNDER ARTICLE 3 OF THE ILLINOIS HUMAN RIGHTS ACT. THE PARTIES FURTHER AGREE TO FULLY ADHERE TO ALL APPLICABLE FAIR HOUSING REGULATIONS AT THE FEDERAL, STATE, AND LOCAL LEVELS.

The Seller confirms receipt of a signed version of this agreement along with all accompanying documents. The included attachments consist of the following:

[HERE LIST ALL ATTACHMENTS].

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(If the Seller is legally married or in a civil union, signatures from both partners are required)

SELLER: \_\_\_\_\_, Brokerage Company

SELLER: \_\_\_\_\_ BY: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ DATE: \_\_\_\_\_

Authorized Signer

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DATE: \_\_\_\_\_

CELL PHONE: \_\_\_\_\_

OFFICE PHONE: \_\_\_\_\_