

# Listing - Information

**Agents: Fill out the first section online. Have your clients complete the rest.**

Note: This will autofill fields in the Listing Agreement

Clients First & Last Name: \_\_\_\_\_ (i.e. Bill & Susan Smith)

Property Box# & Street: \_\_\_\_\_ (i.e. 123 S. Main)

City, St, Zip: \_\_\_\_\_ (i.e. Naperville, IL 60563) County: \_\_\_\_\_

Email #1 : \_\_\_\_\_ Email #2 : \_\_\_\_\_

Cell #1: \_\_\_\_\_ Cell #2: \_\_\_\_\_ Home #: \_\_\_\_\_

Number for showing service to call:  Home  Cell #1  Cell #2  other: \_\_\_\_\_

**How did client hear about us:** \_\_\_\_\_

**Client goal #1** \_\_\_\_\_ **Client goal #2** \_\_\_\_\_

Elem School: \_\_\_\_\_ Middle: \_\_\_\_\_ High: \_\_\_\_\_

Ages of: Roof: \_\_\_\_\_ Furnace \_\_\_\_\_ A/C \_\_\_\_\_ Other \_\_\_\_\_

Association Name: \_\_\_\_\_ Phone : \_\_\_\_\_

Assessment: \$ \_\_\_\_\_ (per: Year/Month) Is there an SSA? \$ \_\_\_\_\_ (Year/Month)

What it covers:

- Common Insurance  Exterior Maintenance  Snow Removal  
 Water  Electric  Gas  
 Heat Other: \_\_\_\_\_ Can you rent unit? Yes  No

Equipment on property:

- Generator  Lawn Sprinkler  Dual HVAC  Security System  
 Intercom  Fire Sprinkler  Electronic air filter  Central Vacuum  
 Backup sump  Radon System Other: \_\_\_\_\_

Please list some of your property's *Special Features*:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_
7. \_\_\_\_\_
8. \_\_\_\_\_



**MAINSTREET ORGANIZATION OF REALTORS®**  
**DISCLOSURE OF SELLER’S/LANDLORD’S DESIGNATED AGENT**  
**(for use during listing presentation)**



1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23

\_\_\_\_\_ (Brokerage company hereinafter referred to as “Broker”) designates \_\_\_\_\_ (“Designated Agent”) as the legal agent(s) of Seller/Landlord for the purpose of temporarily representing Seller/Landlord on a non-exclusive basis for the duration of the listing presentation meeting.

Seller/Landlord understands and agrees that neither Broker nor any other associate affiliated with Broker will be acting as legal agent of the Seller/Landlord for the duration of this listing presentation/meeting. Designated Agent will thus protect any confidential information that Seller/Landlord might share with Designated Agent during this meeting whether Seller/Landlord enters into an exclusive brokerage agreement (listing) with Broker or not.

Date copy furnished to Seller/Landlord: \_\_\_\_\_ By: \_\_\_\_\_

\_\_\_\_\_  
 Seller’s/Landlord’s Signature (OPTIONAL)

\_\_\_\_\_  
 Seller’s/Landlord’s Signature (OPTIONAL)

(NOTE: Give copy to Seller/Landlord and retain copy for Brokerage company file.)

**SELLER/LANDLORD COPY**



**MAINSTREET ORGANIZATION OF REALTORS®**  
**DISCLOSURE OF SELLER’S/LANDLORD’S DESIGNATED AGENT**  
**(for use during listing presentation)**



1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23

\_\_\_\_\_ (Brokerage company hereinafter referred to as “Broker”) designates \_\_\_\_\_ (“Designated Agent”) as the legal agent(s) of Seller/Landlord for the purpose of temporarily representing Seller/Landlord on a non-exclusive basis for the duration of the listing presentation meeting.

Seller/Landlord understands and agrees that neither Broker nor any other associate affiliated with Broker will be acting as legal agent of the Seller/Landlord for the duration of this listing presentation/meeting. Designated Agent will thus protect any confidential information that Seller/Landlord might share with Designated Agent during this meeting whether Seller/Landlord enters into an exclusive brokerage agreement (listing) with Broker or not.

Date copy furnished to Seller/Landlord: \_\_\_\_\_ By: \_\_\_\_\_

\_\_\_\_\_  
 Seller’s/Landlord’s Signature (OPTIONAL)

\_\_\_\_\_  
 Seller’s/Landlord’s Signature (OPTIONAL)

(NOTE: Give copy to Seller/Landlord and retain copy for Brokerage company file.)

**AGENT/BROKER COPY**



# Illinois Association of REALTORS®

## RESIDENTIAL REAL PROPERTY DISCLOSURE REPORT



NOTICE: THE PURPOSE OF THIS REPORT IS TO PROVIDE PROSPECTIVE BUYERS WITH INFORMATION ABOUT MATERIAL DEFECTS IN THE RESIDENTIAL REAL PROPERTY. THIS REPORT DOES NOT LIMIT THE PARTIES RIGHT TO CONTRACT FOR THE SALE OF RESIDENTIAL REAL PROPERTY IN "AS IS" CONDITION. UNDER COMMON LAW SELLERS WHO DISCLOSE MATERIAL DEFECTS MAY BE UNDER A CONTINUING OBLIGATION TO ADVISE THE PROSPECTIVE BUYERS ABOUT THE CONDITION OF THE RESIDENTIAL REAL PROPERTY EVEN AFTER THE REPORT IS DELIVERED TO THE PROSPECTIVE BUYER. COMPLETION OF THIS REPORT BY SELLER CREATES LEGAL OBLIGATIONS ON SELLER THEREFORE SELLER MAY WISH TO CONSULT AN ATTORNEY PRIOR TO COMPLETION OF THIS REPORT.

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

City, State & Zip Code: \_\_\_\_\_

Seller's Name: \_\_\_\_\_

This report is a disclosure of certain conditions of the residential real property listed above in compliance with the Residential Real Property Disclosure Act. This information is provided as of \_\_\_\_\_, 20\_\_\_\_, and does not reflect any changes made or occurring after that date or information that becomes known to the seller after that date. The disclosures herein shall not be deemed warranties of any kind by the seller or any person representing any party in this transaction.

In this form, "am aware" means to have actual notice or actual knowledge without any specific investigation or inquiry. In this form a "material defect" means a condition that would have a substantial adverse effect on the value of the residential real property or that would significantly impair the health or safety of future occupants of the residential real property unless the seller reasonably believes that the condition has been corrected.

The seller discloses the following information with the knowledge that even though the statements herein are not deemed to be warranties, prospective buyers may choose to rely on this information in deciding whether or not and on what terms to purchase the residential real property.

The seller represents that to the best of his or her actual knowledge, the following statements have been accurately noted as "yes" (correct), "no" (incorrect) or "not applicable" to the property being sold. If the seller indicates that the response to any statement, except number 1, is yes or not applicable, the seller shall provide an explanation, in the additional information area of this form.

- | YES                          | NO                       | N/A                      |  |
|------------------------------|--------------------------|--------------------------|--|
| 1. <input type="checkbox"/>  | <input type="checkbox"/> | <input type="checkbox"/> | Seller has occupied the property within the last 12 months. (No explanation is needed.)  |
| 2. <input type="checkbox"/>  | <input type="checkbox"/> | <input type="checkbox"/> | I am aware of flooding or recurring leakage problems in the crawlspace or basement.  |
| 3. <input type="checkbox"/>  | <input type="checkbox"/> | <input type="checkbox"/> | I am aware that the property is located in a flood plain or that I currently have flood hazard insurance on the property.  |
| 4. <input type="checkbox"/>  | <input type="checkbox"/> | <input type="checkbox"/> | I am aware of material defects in the basement or foundation (including cracks and bulges).  |
| 5. <input type="checkbox"/>  | <input type="checkbox"/> | <input type="checkbox"/> | I am aware of leaks or material defects in the roof, ceilings or chimney.  |
| 6. <input type="checkbox"/>  | <input type="checkbox"/> | <input type="checkbox"/> | I am aware of material defects in the walls, windows, doors or floors.   |
| 7. <input type="checkbox"/>  | <input type="checkbox"/> | <input type="checkbox"/> | I am aware of material defects in the electrical system.   |
| 8. <input type="checkbox"/>  | <input type="checkbox"/> | <input type="checkbox"/> | I am aware of material defects in the plumbing system (includes such things as water heater, sump pump, water treatment system, sprinkler system, and swimming pool).    |
| 9. <input type="checkbox"/>  | <input type="checkbox"/> | <input type="checkbox"/> | I am aware of material defects in the well or well equipment.  |
| 10. <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | I am aware of unsafe conditions in the drinking water.   |
| 11. <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | I am aware of material defects in the heating, air conditioning, or ventilating systems.   |
| 12. <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | I am aware of material defects in the fireplace or woodburning stove.  |
| 13. <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | I am aware of material defects in the septic, sanitary sewer, or other disposal system.  |
| 14. <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | I am aware of unsafe concentrations of radon on the premises.  |
| 15. <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | I am aware of unsafe concentrations of or unsafe conditions relating to asbestos on the premises.  |
| 16. <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | I am aware of unsafe concentrations of or unsafe conditions relating to lead paint, lead water pipes, lead plumbing pipes or lead in the soil on the premises.           |
| 17. <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | I am aware of mine subsidence, underground pits, settlement, sliding, upheaval, or other earth stability defects on the premises.  |
| 18. <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | I am aware of current infestations of termites or other wood boring insects.   |
| 19. <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | I am aware of a structural defect caused by previous infestations of termites or other wood boring insects.  |
| 20. <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | I am aware of underground fuel storage tanks on the property.  |
| 21. <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | I am aware of boundary or lot line disputes.   |
| 22. <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | I have received notice of violation of local, state or federal laws or regulations relating to this property, which violation has not been corrected.                    |
| 23. <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | I am aware that this property has been used for the manufacture of methamphetamine as defined in Section 10 of the Methamphetamine Control and Community Protection Act. |

Note: These disclosures are not intended to cover the common elements of a condominium, but only the actual residential real property including limited common elements allocated to the exclusive use thereof that form an integral part of the condominium unit.

Note: These disclosures are intended to reflect the current condition of the premises and do not include previous problems, if any, that the seller reasonably believes have been corrected.

If any of the above are marked "not applicable" or "yes", please explain here or use additional pages, if necessary:  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Check here if additional pages used: \_\_\_\_\_

Seller certifies that seller has prepared this statement and certifies that the information provided is based on the actual notice or actual knowledge of the seller without any specific investigation or inquiry on the part of the seller. The seller hereby authorizes any person representing any principal in this transaction to provide a copy of this report, and to disclose any information in the report, to any person in connection with any actual or anticipated sale of the property.

Seller: \_\_\_\_\_ Date: \_\_\_\_\_

Seller: \_\_\_\_\_ Date: \_\_\_\_\_

PROSPECTIVE BUYER IS AWARE THAT THE PARTIES MAY CHOOSE TO NEGOTIATE AN AGREEMENT FOR THE SALE OF THE PROPERTY SUBJECT TO ANY OR ALL MATERIAL DEFECTS DISCLOSED IN THIS REPORT ("AS IS"). THIS DISCLOSURE IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THAT THE PROSPECTIVE BUYER OR SELLER MAY WISH TO OBTAIN OR NEGOTIATE. THE FACT THAT THE SELLER IS NOT AWARE OF A PARTICULAR CONDITION OR PROBLEM IS NO GUARANTEE THAT IT DOES NOT EXIST. PROSPECTIVE BUYER IS AWARE THAT HE MAY REQUEST AN INSPECTION OF THE PREMISES PERFORMED BY A QUALIFIED PROFESSIONAL.

Prospective Buyer: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

Prospective Buyer: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

# RESIDENTIAL REAL PROPERTY DISCLOSURE ACT

## ARTICLE 2: DISCLOSURES

### 765 ILCS 77/5 et seq.

Section 5: As used in this Act, unless the context otherwise requires the following terms have the meaning given in this section:

“Residential real property” means real property improved with not less than one nor more than four residential dwelling units; units in residential cooperatives; or, condominium units including the limited common elements allocated to the exclusive use thereof that form an integral part of the condominium unit.

“Seller” means every person or entity who is an owner, beneficiary of a trust, contract purchaser or lessee of a ground lease, who has an interest (legal or equitable) in residential real property. However, “seller” shall not include any person who has both (i) never occupied the residential real property and (ii) never had the management responsibility for the residential real property nor delegated such responsibility for the residential real property to another person or entity.

“Prospective buyer” means any person or entity negotiating or offering to become an owner or lessee of residential real property by means of a transfer for value to which this Act applies.

Section 10. Except as provided in Section 15, this Act applies to any transfer by sale, exchange, installment land sale-contract, assignment of beneficial interest, lease with an option to purchase, ground lease or assignment of ground lease of residential real property.

Section 15. The provisions of the Act do not apply to the following:

(1) Transfers pursuant to court order, including, but not limited to, transfers ordered by a probate court in administration of an estate, transfers between spouses resulting from a judgment of dissolution of marriage or legal separation, transfers pursuant to an order of possession, transfers by a trustee in bankruptcy, transfers by eminent domain and transfers resulting from a decree for specific performance.

(2) Transfers from a mortgagor to a mortgagee by deed in lieu of foreclosure or consent judgement, transfer by judicial deed issued pursuant to a foreclosure sale to the successful bidder or the assignee of a certificate of sale, transfer by a collateral assignment of a beneficial interest of a land trust, or a transfer by a mortgagee or a successor in interest to the mortgagee’s secured position or a beneficiary under a deed in trust who has acquired the real property by deed in lieu of foreclosure, consent judgement or judicial deed issued pursuant to a foreclosure sale.

(3) Transfers by a fiduciary in the course of the administration of a decedent’s estate, guardianship, conservatorship, or trust.

(4) Transfers from one co-owner to one or more other co-owners.

(5) Transfers pursuant to testate or intestate succession.

(6) Transfers made to a spouse, or to a person or persons in the lineal line of consanguinity of one or more of the sellers.

(7) Transfers from an entity that has taken title to residential real property from a seller for the purpose of assisting in the relocation of the seller, so long as the entity makes available to all prospective buyers a copy of the disclosure form furnished to the entity by the seller.

(8) Transfers to or from any governmental entity.

(9) Transfers of newly constructed residential real property that has not been occupied.

Section 20. A seller of residential real property shall complete all applicable items in the disclosure document described in Section 35 of this Act. The seller shall deliver to the prospective buyer the written disclosure statement required by this Act before the signing of a written agreement by the seller and prospective buyer that would, subject to the satisfaction of any negotiated contingencies, require the prospective buyer to accept a transfer of the residential real property.

Section 25. Liability of seller. (a) The seller is not liable for any error, inaccuracy, or omission of any information delivered pursuant to the Act if (i) the seller had no knowledge of the error, inaccuracy, or omission, (ii) the error, inaccuracy, or omission was based on a reasonable belief that a material defect or other matter not disclosed had been corrected, or (iii) the error, inaccuracy, or omission was based on information provided by a public agency or by a licensed engineer, land surveyor, structural pest control operator, or by a contractor about matters within the scope of the contractor’s occupation and the seller had no knowledge of the error, inaccuracy or omission.

(b) The seller shall disclose material defects of which the seller has actual knowledge.

(c) The seller is not obligated by this Act to make any specific investigation or inquiry in an effort to complete the disclosure statement.

Section 30. Disclosure supplement. If prior to closing, any seller has actual knowledge of an error, inaccuracy, or omission in any prior disclosure document after delivery of that disclosure document to a prospective buyer, that seller shall supplement the prior disclosure document with a written supplemental disclosure.

Section 35. Disclosure report form. The disclosures required of a seller by this Act, shall be made in the following form: [form on reverse side]

Section 40. Material defect. If a material defect is disclosed in the Residential Real Property Disclosure Report, after acceptance by the prospective buyer of an offer or counter-offer made by a seller or after the execution of an offer made by a prospective buyer that is accepted by the seller for the conveyance of the residential real property, then the Prospective Buyer may, within three business days after receipt of that Report by the prospective buyer, terminate the contract or other agreement without any liability or recourse except for the return to prospective buyer of all earnest money deposits or down payments paid by prospective buyer in the transaction. If a material defect is disclosed in a supplement to this disclosure document, the prospective buyer shall not have a right to terminate unless the material defect results from an error, inaccuracy, or omission of which the seller had actual knowledge at the time the prior disclosure document was completed and signed by the seller. The right to terminate the contract, however, shall no longer exist after the conveyance of the residential real property. For purposes of the Act the termination shall be deemed to be made when written notice of termination is personally delivered to at least one of the sellers identified in the contract or other agreement or when deposited, certified or registered mail, with the United States Postal Service, addressed to one of the sellers at the address indicated in the contract or agreement, or, if there is not an address contained therein, then at the address indicated for the residential real property on the Report.

Section 45. This Act is not intended to limit or modify any obligation to disclose created by any other statute or that may exist in common law in order to avoid fraud, misrepresentation, or deceit in the transaction.

Section 50. Delivery of the Residential Real Property Disclosure Report provided by this Act shall be by:

1) personal or facsimile delivery to the prospective buyer;

2) depositing the report with the United States Postal Service, postage prepaid, first class mail, addressed to the prospective buyer at the address provided by the prospective buyer or indicated on the contract or other agreement, or

3) depositing the report with an alternative delivery service such as Federal Express, UPS, or Airborne, delivery charges prepaid, addressed to the prospective buyer at the address provided by the prospective buyer or indicated on the contract or other agreement.

For purposes of the Act, delivery to one prospective buyer is deemed delivery to all prospective buyers. Delivery to authorized individual acting on behalf of a prospective buyer constitutes delivery to all prospective buyers. Delivery of the Report is effective upon receipt by the prospective buyer. Receipt may be acknowledged on the Report, in an agreement for the conveyance of the residential real property, or shown in any other verifiable manner.

Section 55. Violations and damages. If the seller fails or refuses to provide the disclosure document prior to the conveyance of the residential real property, the buyer shall have the right to terminate the contract. A person who knowingly violates or fails to perform any duty prescribed by any provision of the Act or who discloses any information on the Residential Real Property Disclosure Report that he knows to be false shall be liable in the amount of actual damages and court costs, and the court may award reasonable attorney fees incurred by the prevailing party.

Section 60. No action for violation of the Act may be commenced later than one year from the earlier of the date of possession, date of occupancy or date of recording of an instrument of conveyance of the residential real property.

Buyer's initials \_\_\_\_\_ (optional)



**ILLINOIS ASSOCIATION OF REALTORS®  
DISCLOSURE OF INFORMATION ON RADON HAZARDS  
(For Residential Real Property Sales or Purchases)**



**Radon Warning Statement**

*Every buyer of any interest in residential real property is notified that the property may present exposure to dangerous levels of indoor radon gas that may place the occupants at risk of developing radon-induced lung cancer. Radon, a Class-A human carcinogen, is the leading cause of lung cancer in non-smokers and the second leading cause overall. The seller of any interest in residential real property is required to provide the buyer with any information on radon test results of the dwelling showing elevated levels of radon in the seller's possession.*

*The Illinois Emergency Management Agency (IEMA) strongly recommends ALL homebuyers have an indoor radon test performed prior to purchase or taking occupancy, and mitigated if elevated levels are found. Elevated radon concentrations can easily be reduced by a qualified, licensed radon mitigator.*

**Seller's Disclosure (initial each of the following which applies)**

- \_\_\_\_\_ (a) Elevated radon concentrations (above EPA or IEMA recommended Radon Action Level) are known to be present within the dwelling. (Explain).
- \_\_\_\_\_ (b) Seller has provided the purchaser with the most current records and reports pertaining to elevated radon concentrations within the dwelling.
- \_\_\_\_\_ (c) Seller either has no knowledge of elevated radon concentrations in the dwelling or prior elevated radon concentrations have been mitigated or remediated.
- \_\_\_\_\_ (d) Seller has no records or reports pertaining to elevated radon concentrations within the dwelling.

**Purchaser's Acknowledgment (initial each of the following which applies)**

- \_\_\_\_\_ (e) Purchaser has received copies of all information listed above.
- \_\_\_\_\_ (f) Purchaser has received the IEMA approved Radon Disclosure Pamphlet.

**Agent's Acknowledgement (initial IF APPLICABLE)**

- \_\_\_\_\_ (g) Agent has informed the seller of the seller's obligations under Illinois law.

**Certification of Accuracy**

The following parties have reviewed the information above and each party certifies, to the best of his or her knowledge, that the information he or she has provided is true and accurate.

Seller \_\_\_\_\_ Date \_\_\_\_\_  
 Seller \_\_\_\_\_ Date \_\_\_\_\_  
 Purchaser \_\_\_\_\_ Date \_\_\_\_\_  
 Purchaser \_\_\_\_\_ Date \_\_\_\_\_  
 Agent \_\_\_\_\_ Date \_\_\_\_\_  
 Agent \_\_\_\_\_ Date \_\_\_\_\_

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

**City, State, Zip Code:** \_\_\_\_\_



**MAINSTREET ORGANIZATION OF REALTORS®**  
**DISCLOSURE OF INFORMATION AND ACKNOWLEDGMENT**  
**LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS**



**Lead Warning Statement**

*Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.*

**Property commonly known as:** \_\_\_\_\_

**City of** \_\_\_\_\_ **County of** \_\_\_\_\_, **Illinois.**

↘ **Seller's Disclosure (Initial)**

- \_\_\_\_\_ (a) Presence of lead-based paint and/or lead-based paint hazards (check one below):
- Known lead-based paint and/or lead-based paint hazards are present in the housing (explain):  
\_\_\_\_\_
  - Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.



- \_\_\_\_\_ (b) Records and Reports available to the seller (check one below):
- Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below):  
\_\_\_\_\_
  - Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

**Purchaser's Acknowledgment (Initial)**

- \_\_\_\_\_ (c) Purchaser has received copies of all information listed above.
- \_\_\_\_\_ (d) Purchaser has received the pamphlet *Protect Your Family From Lead in Your Home*.
- \_\_\_\_\_ (e) Purchaser has (check one below):
- Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection of the presence of lead-based paint or lead-based paint hazards; or
  - Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

**Agent's Acknowledgment (Initial)**

- \_\_\_\_\_ (f) Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852 d and is aware of his/her responsibility to ensure compliance.

**Certification of Accuracy**

The following parties have reviewed the information above and certify to the best of their knowledge, that the information they have provided is true and accurate.



Seller \_\_\_\_\_ Date \_\_\_\_\_ Seller \_\_\_\_\_ Date \_\_\_\_\_  
Purchaser \_\_\_\_\_ Date \_\_\_\_\_ Purchaser \_\_\_\_\_ Date \_\_\_\_\_  
Agent \_\_\_\_\_ Date \_\_\_\_\_ Agent \_\_\_\_\_ Date \_\_\_\_\_



ILLINOIS ASSOCIATION OF REALTORS
MOLD DISCLOSURE



Printed Name(s) of Seller(s) \_\_\_\_\_

Printed Name(s) of Buyer(s) \_\_\_\_\_

Property Address \_\_\_\_\_

1. SELLER DISCLOSURE. To the best of Seller's actual knowledge, Seller represents:

- a. The Property described herein \_\_\_ has \_\_\_ has not been previously tested for molds;
Note: If answer to a. is "has not", then skip b. and c. and go to Section #2.
If answer to a. is "has", then complete b. and c.
b. The molds found \_\_\_ were \_\_\_ were not identified as toxic molds;
c. With regard to any molds that were found, measures \_\_\_ were \_\_\_ were not taken to remove those molds.

Buyers Initials

[ ]

[ ]

2. MOLD INSPECTIONS. Molds, fungi, mildew, and similar organisms may exist in the Property of which the Seller is unaware and has no actual knowledge. These contaminants generally grow in places where there is excessive moisture, such as where leakage may have occurred in roofs, pipes, walls, plant pots, or where there has been flooding. A professional home inspection may not disclose molds. Buyer may wish to obtain an inspection specifically for molds to more fully determine the condition of the Property and its environmental status. Neither Seller's agents nor Buyer's agents are experts in the field of mold. The Buyers are strongly encouraged to satisfy themselves as to the Property condition.

3. HOLD HARMLESS. Buyer makes the decision to purchase the Property independent of any representation of the Agents or Brokers involved in the transaction regarding mold. Accordingly, Buyer agrees to indemnify and hold \_\_\_\_\_ (print names of Brokers and Designated Agents) harmless in the event any mold is present on the Property.

4. RECEIPT OF COPY. Seller and Buyer have read this Mold Disclosure and by their signatures hereon acknowledge receipt of a copy thereof.

5. PROFESSIONAL ADVICE. Seller and Buyer execute this Disclosure with the understanding that they should consult with a professional of their choice regarding any questions or concerns before its execution.



Seller: \_\_\_\_\_ Date: \_\_\_\_\_

Seller: \_\_\_\_\_ Date: \_\_\_\_\_

Buyer: \_\_\_\_\_ Date: \_\_\_\_\_

Buyer: \_\_\_\_\_ Date: \_\_\_\_\_





# ILLINOIS ASSOCIATION OF REALTORS® DISCLOSURE AND CONSENT TO DUAL AGENCY (DESIGNATED AGENCY)



**NOTE TO CONSUMER:** THIS DOCUMENT SERVES THREE PURPOSES. FIRST, IT DISCLOSES THAT A REAL ESTATE LICENSEE MAY POTENTIALLY ACT AS A DUAL AGENT, THAT IS, REPRESENT MORE THAN ONE PARTY TO THE TRANSACTION. SECOND, THIS DOCUMENT EXPLAINS THE CONCEPT OF DUAL AGENCY. THIRD, THIS DOCUMENT SEEKS YOUR CONSENT TO ALLOW THE REAL ESTATE LICENSEE TO ACT AS A DUAL AGENT. A LICENSEE MAY LEGALLY ACT AS A DUAL AGENT ONLY WITH YOUR CONSENT. BY CHOOSING TO SIGN THIS DOCUMENT, YOU ARE CONSENTING TO DUAL AGENCY REPRESENTATION.

The undersigned \_\_\_\_\_, ("Licensee"),  
(insert name(s) of Licensee undertaking dual representation)  
may undertake a dual representation (represent both the seller or landlord and the buyer or tenant) for the sale or lease of property. The undersigned acknowledge they were informed of the possibility of this type of representation. Before signing this document please read the following:

Representing more than one party to a transaction presents a conflict of interest since both clients may rely upon Licensee's advice and the client's respective interests may be adverse to each other. Licensee will undertake this representation only with the written consent of ALL clients in the transaction.

Any agreement between the clients as to a final contract price and other terms is a result of negotiations between the clients acting in their own best interests and on their own behalf. You acknowledge that Licensee has explained the implications of dual representation, including the risks involved, and understand that you have been advised to seek independent advice from your advisors or attorneys before signing any documents in this transaction.

### WHAT A LICENSEE CAN DO FOR CLIENTS WHEN ACTING AS A DUAL AGENT

1. Treat all clients honestly.
2. Provide information about the property to the buyer or tenant.
3. Disclose all latent material defects in the property that are known to the Licensee.
4. Disclose financial qualification of the buyer or tenant to the seller or landlord.
5. Explain real estate terms.
6. Help the buyer or tenant to arrange for property inspections.
7. Explain closing costs and procedures.
8. Help the buyer compare financing alternatives.
9. Provide information about comparable properties that have sold so both clients may make educated decisions on what price to accept or offer.

### WHAT LICENSEE CANNOT DISCLOSE TO CLIENTS WHEN ACTING AS A DUAL AGENT

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

If either client is uncomfortable with this disclosure and dual representation, please let Licensee know. You are not required to sign this document unless you want to allow the Licensee to proceed as a Dual Agent in this transaction.

By signing below, you acknowledge that you have read and understand this form and voluntarily consent to the Licensee acting as a Dual Agent (that is, to represent BOTH the seller or landlord and the buyer or tenant) should that become necessary.

CLIENT: \_\_\_\_\_

CLIENT: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Document presented on \_\_\_\_\_, 20\_\_\_\_  
 By: \_\_\_\_\_  
 (Broker/Licensee Initials)

LICENSEE: \_\_\_\_\_

Date: \_\_\_\_\_

# RealStar Realty Keybox and Showing Addendum

The undersigned Seller(s) of \_\_\_\_\_ (Property), have entered into a Marketing agreement with RealStar Realty Inc., (hereinafter RealStar or Broker).

**Seller authorizes Broker to use a keybox in the marketing of Seller's Property. Seller acknowledges:**

1. A keybox is designed as a repository of a key to the above Property, permitting access to the Interior of Property by Participants or Subscribers of the Multiple Listing Service (MLS), and their authorized licensees.
2. Broker is authorized to affix a keybox to the Property and, provided the owner is absent, any Multiple Listing Service (MLS) Participant or Subscriber associated with the Multiple Listing Service(s) whether acting as Buyer's agent or otherwise shall have the right, through use of said keybox, to show the Property at any reasonable time.
3. Seller acknowledges that neither the listing nor selling Agent, listing nor selling Broker, the member Realtor<sup>®</sup> Association, or any Multiple Listing Service is an insurer against the loss of Seller's personal property and as such 'hold harmless' each of the above.
4. Seller is advised to safeguard or remove valuables now located on said Property.
5. Seller is further advised to verify the existence of said valuables and obtain personal property insurance through Seller's insurance agent.
6. Where a Tenant/Lessee occupies the Property, the Tenant/Lessee consent is required to permit access to the interior of the Property.
7. It is not a requirement of the MLS or Broker that a Seller allow use of a keybox.
8. When a keybox is in use, at no time should a Seller allow a Realtor<sup>®</sup> entry to the property without that Realtor<sup>®</sup> first accessing said keybox.

**Seller recognizes some Brokers do not 'show' homes to their Buyers. Seller acknowledges:**

1. It is the policy of RealStar Realty Inc., to normally not 'show' our Seller's listings to Buyer(s) being represented by another Realtor<sup>®</sup> without that Realtor<sup>®</sup> being present. That is, we will not meet another Realtor's clients (unaccompanied) to show your home. Liability and other safeguards for RealStar Realty Inc., and its Seller clientele are the basis for this policy.
2. Along the same line, a Buyer's Realtor<sup>®</sup> may ask the Seller themselves to 'show' the home to their (the Realtor's) Buyer directly without that Realtor<sup>®</sup> being present. The Seller's are under no obligation to do so and should not feel pressured to comply. RealStar strongly discourages Sellers from allowing any Buyer into a property when not accompanied by their Realtor<sup>®</sup>.



DATE \_\_\_\_\_

SELLER \_\_\_\_\_

SELLER \_\_\_\_\_

TENANT/LESSEE: The Tenant/Lessee acknowledges that Seller(s) has advised the Tenant/Lessee of the need for safeguarding and insuring Tenant/Lessee's personal property and valuables located within said premises during the listing period. The undersigned approves the above provisions and authorizes placement of a keybox on the Property.

DATE \_\_\_\_\_

TENANT/LESSEE \_\_\_\_\_

DATE \_\_\_\_\_

TENANT/LESSEE \_\_\_\_\_