MAINSTREET ORGANIZATION OF REALTORS[®] RESIDENTIAL EXCLUSIVE RIGHT TO LEASE MARKETING AGREEMENT



BROKERAGE (Print Listing Office Name)	LANDLORD NAME (Print)
MANAGING BROKER NAME (Print)	LANDLORD NAME (Print)
DESIGNATED AGENT NAME (Print)	
T H H H H H H H H H H	
Landlord represents and warrants that title to the proper	ty is in the name of:and Landlord has the authority to lease the Propert
terms hereof and, efforts of Brokerage to advertise, mark	ntioned Brokerage and Landlord in consideration of their acceptance of t tet, promote, and lease the real estate commonly known as:
Address:	, City:
County:	, Chy, State: Zip Code:,
Permanent Index No.:	, City:, Zip Code:, , State:, , hereinafter referred to as "Property."
Condo, Coop, or Townhome Parking Space Included: (check type	e)deeded space;limited common element;assigned: Parking Space #
<u>2. Term and Conditions:</u> The term of this Agreement b	begins 12:01 A.M. Month: Day: Day: Year: clusive right to market, lease, option, or exchange the Property to qualifi
Year: and terminates 11:59 P.M. Month:	Day: Year:
("marketing period"). Landlord gives Brokerage the exc	clusive right to market, lease, option, or exchange the Property to qualif
	e Midwest Real Estate Data, LLC, Inc., and/or any other Multiple List
	cordance with the applicable rules and regulations of that Multiple List
Service.	
(/) THE PARTIES UNDERSTAND A	ND AGREE THAT IT IS ILLEGAL FOR EITHER OF THEM TO
·/	
Landlord(s)'s Initials REFUSE TO DISPLAY OR LEA	SE LANDLORD'S PROPERTY TO ANY PERSON ON THE BAS
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_____ Landlord Initial_____ Landlord Initial

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- 58 Representing more than one party to a transaction presents a conflict of interest, since both clients may rely upon Licensee's 59 advice and the clients' respective interests may be adverse to each other. Licensee will undertake this representation only with the 60 written consent of ALL clients in the transaction. Any agreement between the clients as to a final contract price and other terms is
- 61 a result of negotiations between the clients acting in their own best interests and on their own behalf. Landlord acknowledges that 62 Licensee has explained the implications of dual representation, including the risks involved, and understands that he has been 63 advised to seek independent advice from advisors or attorneys before signing any documents in this transaction.
- 64 WHAT A LICENSEE CAN DO FOR CLIENTS WHEN ACTING AS A DUAL AGENT:
- 65 1. Treat all clients honestly.
- 66 2. Provide information about the Property to the tenant. 67
 - 3. Disclose all latent material defects in the Property that are known to Licensee.
- 68 4. Disclose financial qualification of the tenant to the Landlord.
- 69 5. Explain real estate terms.
- 70 6. Help the buyer or tenant to arrange for Property inspections.
- 71 7. Explain closing costs and procedures. 72
 - 8. Help the tenant compare financing alternatives.
 - 9. Provide information about comparable properties that have leased so both clients may make educated decisions on what price to accept or offer.

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

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

83 If Landlord is uncomfortable with this disclosure and dual representation, please let Licensee know. Landlord is not 84 required to accept this section unless Landlord wants to allow the Licensee to proceed as a Dual Agent in this transaction. 85

86		
87	YES	NO
88	(/)
89	Landlord(s) I	initials

By checking "Yes" and initialing, Landlord acknowledges that Landlord has read and understands this section and voluntarily consents 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.

91 6. Representation of Tenants: Landlord acknowledges that Landlord has been informed and understands that as part of 92 Brokerage's real estate business, Managing Broker, from time to time, enters into representation Agreements with tenants, and, as 93 such, may designate certain of its licensees as exclusive leasing representatives for the purpose of showing and negotiating the 94 leasing of real estate listed with Brokerage or other real estate Brokerage firms. 95

96 7. Tenant's Confidentiality: Landlord understands that Brokerage, Managing Broker and/or Designated Agent may have 97 previously represented a tenant who is interested in Landlord's Property. During that representation, Managing Broker and/or 98 Designated Agent may have learned material information about the tenant that is considered confidential. Under the law, neither 99 Managing Broker nor Designated Agent may disclose any such confidential information to Landlord even though the Managing 100 Broker and/or Designated Agent now represent the Landlord.

102 8. Managing Broker's Affiliates: Landlord understands and agrees that other licensees affiliated with Brokerage may represent 103 the actual or prospective tenant of Landlord's Property. Further, Landlord understands and agrees that if the Property is leased 104 through the efforts of a licensee affiliated with Brokerage who represents the tenant, the other licensee affiliated with Brokerage 105 will be acting as a tenant's representative.

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107 9. Consent to Represent Other Landlords: Landlord understands and agrees that Brokerage, Managing Broker and Designated 108 Agent may from time to time represent or assist other landlords who may be interested in leasing their property to tenants. The 109 Landlord consents to Brokerage, Managing Broker's and Designated Agent's representation of such other landlords before, during, 110 and after the expiration of this Exclusive Marketing Agreement and expressly waives any claims including but not limited to 111 breach of duty or breach of contract based solely upon Brokerage, Managing Broker's or Designated Agent's representation or 112 assistance of other landlords who may be interested in leasing their property to tenants.

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Landlord Initial____ Landlord Initial

114 10. Landlord's Acknowledgement: Landlord agrees to comply with all applicable federal, state and local laws with respect to 115 the lease of the subject Property. Landlord represents and warrants: a) that no proceedings are pending seeking the foreclosure of a 116 mortgage or other security agreement encumbering the Property; b) that Landlord is currently not in arrears regarding any the 117 payment of a mortgage or other security agreement encumbering the Property; c) Landlord has received no notice from a lender 118 declaring a default or threatening to institute proceedings to foreclose a mortgage or other security agreement encumbering the 119 Property. Landlord agrees to assume all responsibility for compliance with any legal requirement to change locks at the Property 120 after the expiration of any prior Lease (by lapse of time or otherwise) and further agrees to indemnify and save harmless 121 Brokerage, Managing Broker and/or Designated Agent from any and all responsibility or liability regarding such legal 122 requirement. 123

124 <u>11. Homeowner Association:</u> Landlord hereby indemnifies and holds Brokerage harmless from any and all costs and expense 125 that the Brokerage may incur in the marketing of the property for lease in the event that any rule or regulation, covenant, by-law, 126 restriction or the like would act to limit or prohibit the leasing of the Landlord's Property. Landlord hereby represents and 127 warrants to Brokerage that there are no restrictions on the leasing of the Landlord's Property except as may be communicated 128 specifically in writing to Brokerage and for which Brokerage has provided to Landlord specific written acknowledgement of such 129 limitation.

131 <u>12. Brokerage Fee:</u> Except as provided hereafter, in consideration of the obligations of the Brokerage, the Landlord agrees that compensation (herein referred to as "Brokerage Fee") as set forth below shall be due and payable when a lease ("Lease") covering the Landlord's Property between Landlord and a proposed Tenant shall have been fully executed and unconditionally delivered by all parties to the Lease.

- a) A Brokerage Fee shall be paid to Brokerage in the amount of \$______ or an amount equal to ______ percent
 of the fixed rent as specifically set forth in the Lease payable during the first Lease Year, to be distributed \$______
- or an amount equal to ______ percent of the fixed rent as specifically set forth in the Lease payable during the first Lease Year to the Brokerage and \$ ______ or an amount equal to ______ percent of the fixed rent as specifically set forth in the Lease payable during the first Lease Year to a Cooperating Brokerage. If the above conditions are not met because of the refusal, failure or inability of the Landlord to perform, Landlord shall pay the Brokerage fee in full to Brokerage upon demand. The term "Lease Year" shall mean the twelve (12) month period commencing on the due date for the first installment of fixed rent
- 142 for the Landlord's Property.
- b) To pay Brokerage a Brokerage Fee specified above if Brokerage procures a ready, willing and able tenant, if the Landlord's Property is leased within said time by Landlord or any other person, or if the property is leased within <u>days</u> after the expiration date herein to any prospect to whom the said listing information was submitted during the term of this exclusive agreement. However, Landlord shall not be obligated to pay such Brokerage Fee if a valid, written lease listing agreement is entered into during the term of said protection period with another brokerage and the lease of the Landlord's Property is made during the term of the subsequent lease listing agreement.
- c) In the event the property is leased and Tenant subsequently purchases the property within _____ months after the expiration of said lease, Managing Broker shall, in addition to any fee for leasing the property, also be entitled to the Brokerage Fee for the acquisition of the property in accordance with the terms and conditions of this Agreement.
- 152 Special Compensation Information:

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Optional Renewal Fee Paragraph:

155 _/__ Optional Provisions for Leases in Excess of Twelve Months: 156 Brokerage Fees shall be paid to Brokerage on the first day of the second and Subsequent Lease Landlord(s) Initials Managing Broker 157 Years in the amount of \$_____ per year or _____ percent of the fixed rent per year as Initials 158 specifically set forth in the Lease payable during lease years two (2) through 159 Brokerage shall compensate cooperating brokerage pursuant to a separate written agreement 160 between Brokerage and cooperating brokerage. 161

162 13. Cooperation and Compensation: Brokerage is authorized to show the Property to prospective tenants through cooperating brokers; and Brokerage, on a case-by-case basis, may pay a part of its brokerage commission to cooperating brokerages. Brokerage is authorized, in its sole discretion, to determine with which managing brokers it will cooperate and the amount of compensation that it will offer cooperating brokers in the leasing of Landlord's Property. Landlord acknowledges that the compensation offered to such cooperating brokers may vary from brokerage to brokerage.

168 <u>14. Virtual Office Website Policy:</u> Brokerage operates a Virtual Office Website ("VOW") for the purpose of marketing properties to consumers on the Internet who have established a brokerage-consumer relationship, as defined by Illinois Real Estate License Act of 2000, as amended, giving the consumer the opportunity to search for active and closed listing data, subject to Brokerage oversight, supervision and accountability. The VOW Policy states that a VOW shall not display listings or property addresses of any landlord who has affirmatively directed the listing brokerage to withhold the landlord's listing or property address

from display on the Internet. A VOW may allow third parties to write comments or reviews about particular listings or display a hyperlink to such comments or review in immediate conjunction with particular listings or display an automated estimate of the market value of the listing (or hyperlink to such estimate) in immediate conjunction with the listing. The Policy allows Brokerage to disable or discontinue, at Landlord's request, either or both of the aforementioned VOW features (display of listing and display of listing address and ability to make comments or display estimate of market value).

178 WITH REGARD TO THE VOW POLICY, LANDLORD HEREBY DIRECTS BROKERAGE AS FOLLOWS (Initial all that apply):

180 (_____) I do NOT want the Property listing to be displayed on the Internet. 181

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- 182 (_____) I do NOT want the Property address to be displayed on the Internet.
- 184 (_____) I do NOT give permission for comments or reviews on my listing.
- 186 (_____) I do NOT want any automated estimate of value on my listing. 187

Landlord acknowledges that Landlord has read and understands the options presented above and that, if Landlord has selected the first option, consumers who conduct searches for listings on the Internet will not see information about Landlord's Property in response to their search.

15. Fixtures and Personal Property: All of the fixtures and personal property stated herein are owned by Landlord and, to the best of Landlord's knowledge, are in operating condition unless otherwise noted. Landlord agrees the following items of personal property will stay with the property for use by tenant. (Check or enumerate applicable items):

		<i>8</i> , 1 <i>8</i>		8		
194	property will stay with the property for use by tenant. (Check or enumerate applicable items):					
195 196 197	Refrigerator	All Tacked Down Carpeting	Fireplace Screen(s)/Door(s)/Grate(s)	Central Air Conditioning		
196	Oven/Range/Stove	All Window Treatments & Hardware	Fireplace Gas Logs	Electronic or Media Air Filter		
197	Microwave	Built-in or Attached Shelving	Existing Storms & Screens	Central Humidifier		
198 199	Dishwasher	Smoke Detector(s)	Security System(s) (owned)	Sump Pump(s)		
199	Garbage Disposal	Ceiling Fan(s)	Intercom System	Water Softener (owned)		
200	Trash Compactor	TV Antenna System	Central Vac & Equipment	Outdoor Shed		
200 201 202 203	Washer	Window Air Conditioner(s)	Electronic Garage Door Opener(s)	Attached Gas Grill		
202	Dryer	All Planted Vegetation	withTransmitter(s)	Light Fixtures (as they exist)		
	Satellite Dish and System	Invisible Fence System, Collar(s) and Bo	X			
204	Other items/services included:					
205	Items/services NOT inclu	uded:				

206 207 16. Disclosure: All inquires about this Property made directly to Landlord shall be immediately referred to Managing Broker 208 and/or Landlord's Designated Agent. Landlord understands that the information which Landlord provides to Landlord's 209 Designated Agent as marketing information will be used to advertise Landlord's Property to the public and it is essential that this 210 information be accurate. THE MANAGING BROKER IS HEREBY AUTHORIZED TO SUBMIT ALL INFORMATION 211 **REQUIRED BY THE RULES OF THE MULTIPLE LISTING SERVICE(S) OF WHICH THE MANAGING BROKER** 212 IS A MEMBER. LANDLORD UNDERSTANDS THAT LANDLORD HAS AN OBLIGATION TO PROVIDE 213 ACCURATE, TRUTHFUL INFORMATION AND HEREBY PROMISES TO FULFILL THIS OBLIGATION. Landlord 214 shall indemnify, save, defend and hold Brokerage, Managing Broker and Landlord's Designated Agent harmless from all claims, 215 disputes, litigation, judgments and /or costs, (including reasonable attorney's fees), whether or not frivolous, arising from any 216 misrepresentations made by the Landlord, any incorrect information supplied by the Landlord or from any material fact concerning 217 the Property including latent defects which the Landlord fails to disclose. Further, Landlord shall indemnify, save, defend and 218 hold Brokerage, Managing Broker and Landlord's Designated Agent harmless from any claim, loss, damage or injury to any 219 person or Property while viewing the Property arising from the condition of Landlord's Property. Landlord agrees to comply with 220 the applicable provisions of the Federal Lead Based Paint Disclosure Regulations and Illinois Radon Awareness Act. Landlord 221 shall complete the applicable disclosure document in a timely manner and shall not knowingly provide false or inaccurate 222 information. 223

17. Limitations: The sole duty of the Brokerage is to affect a lease of the Property. The Brokerage, Managing Broker, Landlord's Designated Agent, members of the Multiple Listing Service(s) to which the Managing Broker belongs, and the Mainstreet Organization of REALTORS[®] are not charged with the custody of the Property, its management, maintenance, upkeep, or repair. Illinois law allows licensees to prepare the Lease Agreement using approved preprinted forms, but does not allow licensees to draft other legal documents. Therefore, the Landlord agrees to draft and furnish, or have Landlord's attorney draft and furnish all other legal documents necessary.

18. Minimum Standards: Illinois Real Estate License Act of 2000, as amended, provides that 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 counter-offers 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, counter offers, 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 offers, counter-offers, notices, and contingencies.

239 19. Marketing Authorization: Brokerage is authorized to advertise, promote, and market the Property which shall include, but 240 not be limited to, in Managing Broker's sole discretion, the display of signs, placement of the Property in any Multiple Listing 241 Service in which Managing Broker is a participant, and promotion of the Property through any electronic medium and/or on any 242 Internet Website to which the Brokerage, Managing Broker and/or Designated Agent may subscribe. Brokerage is authorized to 243 affix a keybox to the Property, and provided the lawful occupant is absent, any MLS participant or subscriber associated with the 244 Multiple Listing Service(s), whether acting a tenant's representative or otherwise, shall have the right, through use of said keybox, 245 to show the Property at any reasonable time. It is not a requirement of the Multiple Listing Service or Brokerage that a Landlord 246 or lawful occupant allow use of a keybox. Landlord acknowledges that neither the listing nor leasing brokerage, the Mainstreet 247 Organization of REALTORS[®], nor any Multiple Listing Service is an insurer against the loss of Landlord's or lawful occupant's 248 personal property. Landlord is advised to safeguard or remove valuables now located on said Property. Landlord is further 249 advised to verify the existence of said valuables and obtain personal property insurance through Landlord's insurance agent. 250 Further, Landlord hereby grants Brokerage and Brokerage shall have the right, and Landlord acknowledges that Managing Broker 251 may have an obligation under applicable Multiple Listing Service rules and regulations as a condition of placing Landlord's 252 Property in such Multiple Listing Service, to release information as to the amount of leasing price, and number of days to lease the 253 Property to any Multiple Listing Service of which Managing Broker is a member at the time the Property is leased.

255 20. Security Deposits: It shall not be the obligation of the Managing Broker or any Licensee to hold 256 Security Deposits incident to the Lease of the Landlord's Property. If the Managing Broker or Licensee elects to hold such security deposits upon the Lease of the Landlord's Property, then such 257 258 Security Deposit shall be held and only paid out according to the specific joint written direction of the 259 Landlord and tenant or as directed by a court of competent jurisdiction. In the event of a dispute 260 between the Landlord and tenant with regard to the disposition of said Security Deposit, Managing Broker or Licensee may deposit such funds with the Clerk of the Circuit Court by an action in the 261 262 nature of Interpleader. Landlord agrees that Managing Broker may be reimbursed for all costs, including reasonable attorney's fees, relating to the filing of the Interpleader and hereby agrees to 263 indemnify and hold Managing Broker harmless from any and all claims and demands, including the 264 265 payment of reasonable attorney's fees, costs and expenses arising out of such default, claims and demands. 266 267

268 <u>21. Amendments:</u> Should it be necessary to amend or modify this Agreement, facsimile signatures of all parties to this Marketing
 269 Agreement are accepted as original signatures. This Agreement may be executed in multiple copies and Landlord's signature
 270 hereon acknowledges that Landlord has received a signed copy.
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272 <u>22. Mediation:</u> Any controversy or claim arising out of or relating to this Agreement or the breach thereof shall be mediated in
 273 accordance with rules then pertaining of the American Arbitration Association.

275 <u>23. Indemnification:</u> Landlord agrees to indemnify Brokerage, Managing Broker and Designated Agent and to save, defend and
 hold them harmless on account of any and all loss, damage, cost, or expense (including reasonable attorney's fees) incurred by
 them arising out of this Agreement, or in the collection of fees or commissions due Brokerage pursuant to this Agreement provided
 Brokerage is not found to be at fault.

280 24. Disclaimer: Landlord acknowledges that Brokerage, Managing Broker and Landlord's Designated Agent are acting solely as
 281 real estate professionals, and not as attorney, tax advisor, surveyor, structural engineer, home inspector, environmental consultant,
 282 architect, contractor, or other professional service provider. Landlord understands that such other professional service providers are
 283 available to render advice or services to the Landlord, if desired, at Landlord's expense.

285 <u>25. Costs of Third-Party Services or Products:</u> Landlord is responsible for the costs of all third-party products or services.
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287 26. 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 288 289 Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. 290

291 27. Notice: All notices required shall be in writing and shall be served by one Party to the other Party. Notice to any one of the 292 multiple-person Party shall be sufficient notice to all. Notice shall be given in the following manner: 293

- (a) By personal delivery of such notice; or
- (b) By mailing of such notice to the addresses recited herein by regular mail and by certified mail, return receipt requested. Except as otherwise provided herein, notice served by certified mail shall be effective on the date of mailing; or
- (c) By sending facsimile transmission. Notice shall be effective as of date and time of facsimile transmission, provided that the notice transmitted shall be sent on business days during business hours (8:00 A.M. to 6:00 P.M. Chicago Time). In the event fax notice is transmitted during non-business hours, the effective date and time of notice is the first hour of the first business day after transmission; or
- (d) By sending e-mail transmission. Notice shall be effective as of date and time of e-mail transmission, provided that the notice transmitted shall be sent on business days during business hours (8:00 A.M. to 6:00 P.M. Chicago Time), and provided further that the recipient provides written acknowledgment to the sender of receipt of the transmission (by email, facsimile, or by regular mail). In the event e-mail notice is transmitted during non-business hours, the effective date and time of notice is the first hour of the first business day after transmission; or
 - (e) By commercial overnight delivery (e.g., FedEx). Such Notice shall be effective on the next Business Day following deposit with the overnight delivery company.

308 28. Entire Agreement: This Agreement constitutes the complete understanding and entire agreement between the parties relating 309 to the subject thereof, and any prior agreements pertaining thereto, whether oral or written, have been merged and integrated into 310 this Agreement. This Agreement may not be terminated or amended prior to its termination date without the express written 311 consent of both parties to this Agreement.

Landlord hereby acknowledges receipt of a signed copy of this Agreement and all attachments. The attachments include the following (HERE LIST ALL ATTACHMENTS):

(Signatures are required of all who have a legal or equitable interest in the Property)

MANAGING BROKER (Print)

MANAGING BROKER (Signature)

DATE

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DESIGNATED AGENT (Signature)

DATE

OFFICE ADDRESS

LANDLORD (Signature)

LANDLORD (Signature)

CURRENT MAILING ADDRESS (Required)

DATE

PHONE

FAX

E-MAIL ADDRESS

DESIGNATED AGENT PHONE FAX

OFFICE PHONE

E-MAIL ADDRESS

Address:

Managing Broker Initial

Landlord Initial Landlord Initial