

Exclusive Agency Marketing Agreement

Once complete fax or email to 773-840-8414 or info@eMarketRealty.net

Agreement between EMarket Realty ("Listing Broker") and _____ ("Lessor"), in Consideration of Listing Broker's acceptance of terms hereof and Listing Broker's efforts to promote and advertise as Hereinafter set forth, the real estate commonly known as:

Street: _____ Unit No (if applicable) _____

City: _____ County: _____ State: _____ Zip: _____

Property Tax ID Number: _____ (hereinafter the "Property"),

Listing Broker and Lessor agree as follows:

1. Listing Broker's Right to List the Property for Rent

Lessor does hereby give Listing Broker a right to list the Property for rent and shall commence on the date accepted by the Listing Broker and terminating at midnight 6 months from the listing date received ("The Listing Period"). Lessor gives Listing Broker authority to promote and advertise the property for a rent price of \$ _____, and to offer a renter's broker commission of _____ (recommend 1/2 of 1 months rent) to be paid by Lessor directly to renter's broker (if one exists).

2. Listing Broker's Services.

In consideration of a flat fee payment, payable upon execution of this agreement, Listing Broker hereby Agrees to provide Lessor the following services during the listing period:

- a) A listing on the **Multiple Listing Service of Northern Illinois (MLS)**;
- b) A "Showcased" listing on **Realtor.com**;
- c) All website consumer leads forwarded to you daily
- d) All required Illinois Disclosure forms and Rental Contracts;
- f) Up to 9 photos will be posted to the MLS and Realtor.com and (photos submitted by Lessor)

- g) Listing Broker will accept delivery of and present to Lessor offers and counteroffers, assist Lessor in developing, Communicating, negotiating and presenting counteroffers until an agreement is signed and all the contingencies are Satisfied or waived and answer Lessor's questions relating to offers, counteroffers notices and/or contingencies.

If any services or websites become unavailable during the listing period, Listing Broker is authorized to select substitute Services or websites, which in Listing Broker's judgment are reasonably comparable to the services listed above.

4. Lessor's Option to Terminate

At any time during the Listing Period and at NO cost, the Lessor may request that Listing Broker's right to list the Property is terminated. To be valid, such requests must be submitted to Listing Broker via fax or email. Once validly Requested, such termination shall be effective within 48 hours of receipt.

5. Listing Broker's Option to Terminate Listing

At any time during the Listing Period, Listing Broker may terminate this Listing Agreement for non-payment, listing is in foreclosure/short rent or if Lessor has subjected Listing Broker to possible MLS fines or legal expenses due to claims arising out of the Lessor's Misrepresentations or negligence.

6. Lessor's Duties and Obligations

LESSOR HEREBY AGREES THAT, DURING THE LISTING PERIOD, LESSOR WILL:

- a) **Communicate to Listing Broker in writing (email is acceptable) acceptance of any offer within 48 hours of Acceptance.** Lessor must also provide information regarding contingencies, renter's agent name and firm (if Applicable), purchase price and closing date. **Failure to fully comply with above notification requirements will Result in MLS related fines (currently \$100 per occurrence).** If Listing Broker becomes subject to such fines as A result of Lessor's failure to provide notice as indicated above, Lessor will immediately compensate Listing Broker For any such fines;
- b) Pay the renter's broker commission noted in Paragraph 1 of this agreement if the Property is sold to a purchaser Represented by a licensed real estate broker during the term of this Agreement or within 90 days of its cancellation Or expiration. However, Lessor shall not be obligated to pay renter's broker commission if Lessor has entered into a Valid written listing agreement with another licensed real estate broker during the 90 day protection period;
- c) Schedule and perform all showings of the Property and open houses without Listing Broker's assistance;
- d) Make all legally required Illinois disclosures to any prospective renter or renter's broker, including but not limited to Disclosing all known information on lead-based paint hazards to any prospective renter and/or renter's broker;
- e) Not execute a rental contract that requires Listing Broker to hold earnest money.

7. Lessor's Warranty of Authority to Sell the Property

Lessor warrants that Lessor is authorized to execute this Agreement, and to sell the Property as herein provided.

8. Indemnification.

Lessor understands and agrees that it is Lessor's obligation to pay (at Closing) the commission due the Renter's Broker in Connection with the rent of the Property. Lessor agrees to indemnify, defend and hold Listing Broker harmless from any And all claims, disputes, litigation, arbitration proceedings and any awards relating to or arising out of any claim for Commission due Renter's Broker. Should any court, mediator, arbitrator, or alternative dispute resolution tribunal find Listing Broker liable for any commission due Renter's Broker, Lessor shall immediately pay or reimburse Listing Broker The amount of such award. If Lessor fails to make such payment, Listing Broker shall be entitled to recover its costs, Including attorneys' fees, in seeking payment or reimbursement from Lessor.

Lessor further understands that the Lessor may be held responsible by a renter for any latent or hidden, undisclosed Defects in the Property, which is known to the Lessor, but which is not disclosed to the renter. Lessor hereby agrees to Indemnify, defend and holds Listing Broker and Listing Broker's agents harmless from any and all disputes, litigation, Judgments, costs and legal fees incurred in the defense of same. In the event that a dispute arises between Lessor and Any purchaser of the Property or said purchaser's broker, regarding any acts or omissions, negligence or other liability, Lessor agrees to hold Listing Broker harmless from said liability.

9. Nature of Broker’s Services to be provided Lessor

Lessor understands that Broker is solely in the business of providing real estate brokerage services and does not provide Its clients, including Lessor, legal advice of any kind. For all legal advice pertaining to the Property, this Agreement, Execution of a rental contract and/or closing of the Property, Lessor hereby agrees to consult an attorney or attorney(s) Who shall not be Listing Broker’s employee or agent, and Lessor agrees to provide all necessary documents and Disclosures to said attorney(s).

10. Amendments

This agreement shall not be amended, except by written agreement duly executed by both parties. Should it be necessary To amend or modify this Agreement, facsimile signatures of all parties to this Agreement are accepted as original Signatures.

11. Non-Discrimination

Lessor and Listing Broker both acknowledge that it is illegal for either the owner of the Property or the Listing Broker to Refuse to display or sell to any person because of one’s membership in a protected class, e.g.; race, color, religion, National origin, sex, ancestry, age, marital status, physical or mental handicap, familial status or any other class Protected by applicable federal, state or local law.

12. Lessor’s Acknowledgment

Lessor acknowledges that Lessor has been informed of the responsibilities imposed upon Lessor under the Residential Real Property Disclosure Act. Lessor agrees to comply with the requirements of this Act to the best of the Lessor’s Ability and to not knowingly give any false or inaccurate information regarding the disclosures required by that Act.

13. Marketing Authorization

Lessor acknowledges that neither Listing Broker nor selling broker or any Multiple Listing Service is an insurer against The loss of the Lessor’s personal property. Lessor is advised to safeguard or remove valuables now located on said Property. Further, Lessor acknowledges that Listing Broker may have an obligation to release information as to the Amount of selling price, type of financing and number of days on market to any multiple listing service of which Listing Broker is a member.

14. Severability

If any one or more provisions of this Agreement shall, for any reason, be held to be invalid, unenforceable or illegal in Any respect, such invalidity, unenforceability or illegality shall not effect any other provision hereof.

AGREED TO BY LESSOR (S):

AGREED TO BY LISTING BROKER:

Print Name

Print Name

Signature **Date**

Signature **Date**

Print Name

Signature **Date**