



COOPERATIVE SELLING CONTRACT



1 To _____ Broker _____ Date _____

2 In consideration of the following agreements and of your efforts to procure a purchaser for the property and improvements thereon and additional Real &
3 Personal Property described below, the undersigned ("Seller") grants to you ("Broker") as Broker, the exclusive right to sell the property.

4 Street Address (the parties reserve the right to attach the legal description at a later date)

5 _____

6 Permanent Real Estate Index Number _____

7 Possession _____ Lot approximately _____

8 Price \$ _____ or such lesser amount as Seller may agree to accept.

9 **ADDITIONAL REAL & PERSONAL PROPERTY INCLUSIONS:** A Bill of Sale is to be given at the closing for all items of personal property:

10 (Preceding each item listed, indicate inclusions by inserting an "X" and indicate items not included by inserting "NA")

- | | | |
|------------------------------------|---|--|
| 11 _____ Trash Compactor | _____ Refrigerator | _____ Dishwasher |
| 12 _____ Disposal | _____ Stove | _____ Built-in Oven/Range |
| 13 _____ Microwave Oven | _____ Washer | _____ Dryer |
| 14 _____ Freezer | _____ Intercom | _____ Ceiling Fan(s) |
| 15 _____ Water Softener, if owned | _____ Security System | _____ Curtain & Drapery Rods |
| 16 _____ Sump Pump(s) | _____ Smoke Alarm(s) | _____ Electric, Plumbing & other attached fixtures |
| 17 _____ Electric Air Filter | _____ TV Antenna | _____ Central Vacuum |
| 18 _____ Fireplace Doors/Equipment | _____ Wall-to-Wall & Stair Carpeting, if any | _____ Built-in or Attached Shelving & Cabinets |
| 19 _____ Humidifier | _____ Central Heating System | _____ Central Cooling System |
| 20 _____ Storms/Screens AE | _____ Storage Building | _____ All Planted Vegetation |
| 21 _____ Gas Grill | _____ Electric Garage Door Openers(s)&Transmitter(s) | |
| 22 _____ | _____ All Window Treatments & Coverings, except _____ | |

23 Other Additions: _____ Exclusions: _____

24 I give you, the Broker, the exclusive right to sell this property for a period of time beginning this date and that exclusive right shall continue in effect until
25 expiration of ONE YEAR. However, I, the owner, may cancel this Cooperative Selling Contract any time after _____, upon a
26 THIRTY (30) DAY ADVANCE WRITTEN NOTICE. You, the Broker, may cancel this Contract any time upon THIRTY (30) DAYS ADVANCE WRITTEN
27 NOTICE.

28 In accordance with the current Illinois Real Estate License Act, a licensee working with a client is considered to be the Designated Agent of the client unless
29 there is a written agreement as to a different relationship. Unless otherwise agreed to in a separate rider, the licensed Responsible Broker of the above
30 mentioned company hereby designates certain agent(s), as listed later herein, as the Designated Agent(s) of the Client(s), to the exclusion of all other
31 licensees, employees, owners or other similar persons associated with the Company. The Company itself and the Responsible Broker are not Agents of the
32 Client(s), but rather have a vendor/customer (service) relationship with the Client(s).

33 **DESIGNATED AGENCY:** The Broker designates _____ as the
34 Designated Agent of the Client(s). Broker may, from time to time, add Designated Agents, as may be required in day to day operations, by notifying all
35 interested parties in writing. All licensees designated as Agents of the Client(s) shall remain Agents of the Client(s) throughout the term of this Contract
36 unless released, in writing, by the Client(s) or because such licensee is no longer affiliated with the Broker. Should any Designated Agent be released for
37 any reason, such Designated Agent shall not be released from (his/her) duties of confidentiality.

38 **NON-AGENCY RELATIONSHIP WITH POTENTIAL PURCHASER:** Illinois law permits a licensee to work with prospective purchasers as customers with the
39 written consent of the prospective purchaser. Such disclosure to a customer is intended to inform the customer that the licensee is not acting as the agent of
40 the customer at a time intended to prevent disclosure of confidential information from the customer to the licensee and that the licensee can only perform
41 ministerial acts for the customer and that the licensee is working as the designated agent of the seller and working only in the best interest of the seller. A
42 NON-AGENCY relationship with the perspective purchaser can only be undertaken with the prospective purchaser's written consent. A licensee CANNOT
43 enter into a NON-AGENCY RELATIONSHIP with a prospective purchaser once they have obtained any confidential information from that prospective
44 purchaser.

45 **DUAL AGENCY DISCLOSURE:** In accordance with the current Illinois Real Estate License Act, a licensee may act as a Dual Agent only with the
46 "WRITTEN CONSENT" of all clients to the transaction. The Licensee offering dual representation must present disclosure to each client prior to entering into
47 the initial brokerage agreement, and that disclosure must contain the information in the following paragraphs. The clients may consent to the Dual Agency
48 any time prior to the time the agent actually acts as a dual agent.

Seller(s) Initials _____

Designated Agent's Initials _____

49 The undersigned Designated Agent(s) ("licensee"), may undertake a dual representation (represent both the seller or landlord and the buyer or tenant) for the
50 sale or lease of property. The undersigned acknowledge that they were informed of the possibility of this type of representation.

BEFORE SIGNING THIS DOCUMENT, PLEASE READ THE FOLLOWING:

51 Representing more than one party to a transaction presents a conflict of interest since both buyers and sellers may rely upon Licensee's
52 advice and the buyers and sellers respective interest may be adverse to each other. Licensee will undertake this representation only with the written consent
53 of ALL clients in the transaction.
54 Any agreement between the client as to a final contract price and other terms is a result of negotiations between the clients
55 acting in their own best interest and on their own behalf. Seller acknowledges that Licensee has explained the implications of dual representations, including
56 the risks involved, and understands that Seller has been advised to seek independent advice from advisors or attorneys before signing any document in this
57 transaction.

WHAT A LICENSEE CAN DO FOR THE 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 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 the clients, without the client's permission
2. The price the seller or landlord will take other than the listing price without permission of the seller or landlord.
3. The price the buyer or tenant is willing to pay without permission of the buyer or tenant.
4. A recommended or suggested price the buyer or tenant should offer.
5. A recommended or suggested price the seller or landlord should counter with or accept.

58 If either client is uncomfortable with this dual representation disclosure, please let Licensee know. You are not required to initial this document unless you
59 want to allow the Licensee to proceed as a Dual Agent in this transaction. You further acknowledge that you have read and understand this form and
60 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
61 necessary.

62 **DUAL AGENT CONSENT:** I have read the Dual Agency disclosure and by initialing I acknowledge that I understand the dual agency disclosure and I do
63 consent _____; I do not consent _____ for my designated agent to function as a dual agent.

64 (_____/_____) The Client(s) acknowledge(s) that they have been advised as to any alternative agency relationship available through the Broker.
Client(s) Initials Required

65 **BROKER SHALL:** List the property with cooperating brokers and compensate said cooperating brokers including subagents, buyer agents, and other
66 brokers, of which any may represent other parties to the transaction, in accordance with MAP Multiple Listing Service rules and regulations.
67 Make a continued and earnest effort to sell the property as Broker deems it advisable to obtain prospective purchasers, including placing information on any
68 Internet system of Broker's choice. Take such other action as Broker deems necessary and proper to carry out Broker's obligations under the Contract,
69 including advertising and the placing of "For Sale" signs on the property. Within 48 hours of this date, or as per the MAP Multiple Listing Service Standard
70 Operating Procedures, file information concerning this property with MAP Multiple Listing Service for distribution to the members of the Service.
71 Members may use this information to make market studies, give service to the public, and advise clients or customers.

72 Additionally, in accordance with the August 19th, 2004 revision to the Illinois License Act 2000, Section 15-75, the sponsoring Broker, through one or
73 more sponsored licensees will provide in addition to the duties outlined in this Contract, the following services: A) Accept delivery of and present to the client
74 offers and counteroffers to buy, sell, or lease the client's property or the property the client seeks to purchase or lease. B) Assist the client in developing,
75 communicating, negotiating, and presenting offers, counteroffers, and notices that relate to the offers and counter offers until a lease or purchase agreement
76 is signed and all contingencies are satisfied or waived. C) Answer the client's questions relating to the offers, counteroffers, notices, and contingencies.

77 **SELLERS SHALL:** Cooperate fully with Broker; refer all inquiries to Broker; conduct all negotiations through Broker; furnish a commitment for title insurance
78 in the amount of the sale price; execute or cause to be executed a recordable warranty deed (or other appropriate deed if title is in trust or in an estate) to the
79 purchaser of the property; and pay a real estate brokerage commission to Broker of _____% of the sale price, from such commission the Broker shall
80 compensate any cooperating Broker _____% of sale price; if (1) Broker provides a purchaser ready, willing and able to purchase in accordance with this
81 Contract; or (2) if the property is sold, exchanged, gifted, or optioned by Broker or by or through any other person including the Seller during the period of this
82 Contract; or (3) if it is sold directly or indirectly within six (6) months after termination of this Contract to a purchaser to whom it was offered during the term
83 thereof. However, the Seller shall not be obligated to pay such fee if a valid listing agreement is entered into during the term of said six (6) month period with
84 another licensed real estate broker, and a sale, lease, exchange, gift or option to purchase the property is made during the term of said protection. This six
85 (6) month protection period will survive any subsequent listing by another Broker which terminates for any reason. The commission shall be paid at or before
86 closing. In the event the Seller enters into articles of agreement for deed (contract sale), the commission shall be payable at the date of possession of the
87 premises. If there is no closing, then Seller agrees to pay such commission as may be due to Broker under this Contract upon written demand to Seller by
88 Broker. In the event of a BUYER BROKER CONTRACT OF COMPENSATION, wherein, the buyer(s) requires that their obligation for additional commission
89 to their agent, be paid at closing, over and above that which is offered by the seller and paid through the listing broker, and it is mutually agreed between the
90 Buyer and Seller, pursuant to any agreement in the contract to purchase, **SUCH ADDITIONAL COMPENSATION SHALL BE PAID BY THE SELLER**
91 **FROM PROCEEDS OF THE AGREED SALE PRICE DIRECTLY TO THE SELLING BROKER. LISTING BROKER SHALL ONLY BE OBLIGATED TO**
92 **PAY COOPERATING BROKER THE AMOUNT OF COOPERATING COMPENSATION AS OUTLINED ABOVE IN LINE #79.**

93 In the event the premise is a condominium, the Seller shall comply with all requirements set forth in the Illinois Condominium Property Act.
94 Seller agrees at the closing of the sale of this property, or as otherwise agreed, the Broker may pay out of the escrow fund, if any, the commission as set
95 forth above and any additional expenses as agreed to by the Seller.

96 Seller shall indemnify and save and hold the real estate firm and its agents harmless from all claims, disputes, litigations, judgments and costs arising from
97 any misrepresentations made by Seller, incorrect information supplied by Seller or problems with the property, which would tend to decrease the value of the
98 property, or any other latent defects in the property, which are known to the Seller and Seller fails to disclose.

Seller(s) Initials _____

Designated Agent's Initials _____

99 **LOCK BOX TERMS & PROVISIONS:** Seller shall hold Broker, its agents, and any Multiple Listing Service of which Broker is a participant harmless from
100 any and all liability, claims, judgments, obligations, or demands against Broker and/or agent as a result of this authorization, but not limited to any and all
101 liabilities and costs, including reasonable attorney fees and other professional costs incurred by Broker and/or agents as a result of this
102 authorization, except for criminal or gross negligence on the part of the Broker and/or agents. Seller has been advised by the Listing Broker and agent
103 on the safeguarding or removal of valuables now located within said premises and the need to obtain personal property insurance through the Seller's
104 insurance company. If the property is leased, Seller acknowledges that he has in fact notified and advised the tenant/occupant of the foregoing and that the
105 tenant/occupant agrees to the foregoing terms and provisions.

106 **SELLER HAS READ THE TERMS AND CONDITIONS OF THE LOCK BOX AGREEMENT AND SELLER HEREBY DOES _____ DOES NOT _____**
107 **AUTHORIZE BROKER** and its agent to place an electronic or combination lockbox on the above property, for the purpose of keeping a key to the property
108 for access by cooperating real estate agents.

109 **THIRD PARTY REFERRAL RECOMMENDATIONS:** Broker from time to time may make recommendations to a seller client for third party services, such
110 as, lenders, attorneys, title companies, inspectors, etc., these recommendations are made to facilitate the transaction and do not represent an endorsement
111 by the broker for such services. The broker further discloses that the broker and or any of its employees have no ownership interest in any of the
112 recommended service providers, but may be receiving some form of compensation, as defined in the license act. In the event that the recommended
113 service providers are affiliates of the broker or the broker has ownership interest in such entities, the broker shall make a separate disclosure to the client
114 outlining the details of the ownership or affiliate relationship and compensation disclosures in accordance with the License Act.

115 Seller understands that he or she is free to select service providers of his or her choice and is not bound to the recommendations of the Broker.
116 **OTHER:** No amendment or alteration of the terms of this Contract relating to the amount of the commission or the time of payment of the commission is
117 valid or binding unless in writing and signed by all parties hereto. All specific directions of the client are incorporated herein or in riders attached hereto.
118 Additional direction shall be considered an amendment to this Contract.

119 The Seller understands and agrees that Broker/Agent may from time to time work with other sellers in disposing of property similar to that of the Seller's.
120 The Seller expressly waives any claims including but not limited to breach of duty or breach of contract, based solely upon Broker's/Agent's representation
121 of other sellers who may be seeking to sell property similar to the Seller's.

122 Broker's sole duty is to affect a sale of the property and Broker is not charged with the custody of the property, its management, maintenance, upkeep or
123 repair, nor is Broker charged with any responsibility for the status or condition of the property or any appliances contained therein.

124 This Contract shall take precedence over any other listing agreement (whether exclusive or not) which is prior in time and which has expired in accordance
125 with its terms and conditions.

126 **DEFAULT PROVISION:** IF PURCHASER DEFAULTS, EARNEST MONEY SHALL BE APPLIED TO PAYMENT OF BROKER'S COMMISSION, WHICH
127 SHALL NOT EXCEED THE AMOUNT OF THE EARNEST MONEY, AND ANY EXPENSE INCURRED, AND BALANCE PAID TO SELLER. IF SELLER
128 DEFAULTS, EARNEST MONEY, AT THE OPTION OF PURCHASER, SHALL BE REFUNDED TO PURCHASER, BUT SUCH REFUNDING SHALL NOT
129 RELEASE SELLER FROM THE OBLIGATIONS OF THIS CONTRACT, NOR FROM THE OBLIGATION TO PAY THE COMMISSION AS SET FORTH IN
130 THIS CONTRACT. IF A DISPUTE ARISES BETWEEN THE SELLER AND THE PURCHASER AS TO WHETHER A DEFAULT HAS OCCURRED,
131 BROKER SHALL HOLD THE EARNEST MONEY AND PAY IT OUT, LESS COMMISSION, IF ANY, AS AGREED IN WRITING BY SELLER AND
132 PURCHASER. IN THE EVENT THAT AGREEMENT CANNOT BE REACHED BY SELLER AND PURCHASER WITHIN THIRTY (30) DAYS AFTER
133 WRITTEN NOTICE TO BROKER THAT SUCH DISPUTE HAS ARISEN, IT IS AGREED THAT THE BROKER MAY DEPOSIT THE FUNDS WITH THE
134 CLERK OF THE CIRCUIT COURT AND THAT SELLER AGREES TO INDEMNIFY AND HOLD THE BROKER HARMLESS FROM ANY AND ALL CLAIMS
135 AND DEMANDS, INCLUDING THE PAYMENT OF REASONABLE ATTORNEY'S FEES, COSTS AND ANY EXPENSES ARISING OUT OF SUCH
136 CLAIMS AND DEMANDS.

137 **DISCRIMINATION PROHIBITED:** It is understood that it is illegal for either the Seller or Broker/Agent to refuse to display to, or sell to, any person because
138 of their race, color, religion, national origin, sex, ancestry, age, marital status, physical or mental handicap, familial status, or any other class protected by
139 Article 3 of the Illinois Human Rights Act, any Federal government act, or any local act pertaining to protected classes.

140 The Seller understands and agrees that Broker will be free to enter into agreements with other prospective buyers and sellers as legal agents of those
141 buyers and sellers.

142 **RIDERS AND CONDITIONS:** This Contract is subject to the Conditions on page one and two hereof and the following riders _____
143 attached hereto and made a part of this contract. It is mutually understood and agreed that, by law, Broker is only permitted to prepare a contract of sale.
144 Seller agrees to furnish or have his attorney furnish all legal documents necessary to close the transaction.

145 **Broker shall have the right to** release the selling price, terms, type of financing, and number of days to sell my property to the MAP Multiple Listing
146 Service for use by its members, lending institutions, appraisers, and related industries at the time a valid contract is entered into though the settlement day
147 may be at a future date.

148 **SPECIAL ASSESSMENTS & OTHER FEES:** There are no unpaid special assessments and none confirmed relative to the property except those
149 amounting to approximately \$ _____ for _____. If applicable, the Seller attests
150 that the monthly association fee is \$ _____ and the parking space rental fee is \$ _____.

151 THE COMMISSION PAYABLE FOR THE SALE, LEASE OR MANAGEMENT OF PROPERTY IS NOT SET BY MAP MULTIPLE LISTING SERVICE IN
152 ANY MANNER AND IS NEGOTIABLE BETWEEN THE BROKER AND THE SELLER. Seller warrants his/her authority to execute this contract as herein
153 provided.

Broker or Broker's Authorized Representative

Owner: _____

Owner: _____

Acceptance by Designated Agent

Current Address: _____

Seller(s) Initials _____

Designated Agent's Initials _____