

EXCLUSIVE AGENCY FLAT FEE MLS LISTING AGREEMENT

This Agreement is between Power House Realty, Inc. ("Listing Broker") and _____ ("Seller) in consideration of Listing Broker's acceptance of terms hereof and Listing Broker's efforts to promote, and advertise the property identified below and in the Property Report attached hereto and made a part of this agreement.

Property Street Address _____

City: _____ County: _____ Zip: _____ ("Property")

The Listing Broker and Seller agree as follows:

Seller agrees to pay Listing Broker a fee of \$199.00 for listing the Property on the MLS. This fee is earned, due and payable in full upon the execution of this Agreement by Seller and entry to MLS by Broker.

Seller hereby gives Listing Broker a right to list the Property for sale for a period of one year and shall commence on date of acceptance by Broker and termination at midnight on ___/___/___ (one year if left blank).

The listing price of the property and all improvements offered for sale shall be \$_____ Seller is solely responsible for determining the appropriate listing price. Seller authorizes Listing Broker to advertise the property with all improvements referenced in the attached Property Report.

Seller agrees to offer a Buyer's Broker (if there is one) a commission of _____ of the sale price to be paid by Seller directly to the Buyer's Broker at closing of the transaction. No other commission shall be due. In the case of a sale on contract for deed, Buyer's Broker's commission shall be due at the time Buyer and Seller execute the initial contract or agreement for deed. The Buyer's Broker's Commission, if any, shall be reduced by a \$200 Administrative Fee which shall be paid to Listing Broker upon closing.

Seller reserves the right to sell the property by owner. NO Buyer's Broker fee or MLS administrative fee shall be due if the Seller procures a Buyer and no Buyer's Broker participates in the transaction.

Listing Broker agrees:

To comply with Section 15-75 of the Illinois Real Estate License Act of 2000 and provide brokerage services as set forth in said Act and at minimum provide, the following services: 1) accept delivery of and present to the Seller offers and counteroffers to buy, sell, or lease the Seller's property 2) assist the client in developing, communicating, negotiating, and presenting offers, counteroffers, 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 Sellers' questions relating to the offers, counteroffers, notices, and contingencies.

1. A listing on the MLS with up to 16 photos. One must be an exterior photo.
2. A "Showcased" listing on realtor.com and listing on other websites linked to the MLS.
3. A listing on Chicagotribune.com and craigslist.com
4. Post up to 16 photos on the MLS, 16 photos on realtor.com and 16 photos on chicagotribune.com. (Seller to provide photos). All other websites shall have a maximum of 9 photos. Listing Broker reserves the right to review, accept or reject all photos. Photos may not contain people, pets, signs or printed advertising.
5. Unlimited free changes to the listing.
6. Free open house and postings to the MLS, chicagotribune.com and realtor.com
7. Free Brokers tour postings to the MLS, if tours are designed by the MLS for Seller's area.
8. Access to Illinois Disclosure forms and Sales Contract forms.
9. A professional yard sign mailed to: (If no address is indicated below a sign will not be provided)

_____ For Sale Sign shall provided by Broker has an area in which Seller can display Seller's phone number.

10. Listing Broker Will NOT represent a prospective Buyer for Seller's property as the Buyer's Agent.
11. Listing Broker will forward any and all prospective Buyer leads from websites to Seller.

Should any service or website become unavailable during listing period, Listing Broker is authorized to substitute services, if available, which in Listing Broker's judgment are similar to the services listed above.

Marketing Authority

Seller acknowledges that Listing Broker has an obligation to release information as to the amount of the selling price, type of financing and number of days on the market to the Midwest Real Estate Data (formerly the Multiple Listing Service of Northern Illinois) to which Listing Broker subscribes. Monetary changes to this agreement (price changes, commission change, etc.) must be submitted to Listing Broker in writing signed by all parties to this agreement.

Seller Intital _____ Seller Initial _____ Broker Initial _____

Termination

Seller may terminate this agreement at any time during the Listing Period at NO cost. All requests must be signed by Seller(s) and submitted to Listing Broker via fax or email. Termination shall be effective within 24 hours of receipt. Listing Broker may terminate this Agreement at any time for non-payment or if Seller has subjected Listing Broker to claims arising out of the Seller's misrepresentation or neglect. The obligation to pay the Buyer's Brokers Commission above (if any) shall survive termination of this Agreement and continue until the closing.

Non-Discrimination

It is illegal for either the Seller or the Broker violate any fair housing laws, including but not limited to refusing to sell or lease to any person because of their race, color, religion, national origin, sex, ancestry, agent, marital status, familial status, mental or physical handicap, military status, sexual orientation or any other class protected by Article 3 of the Illinois Human Rights Act and/or the Federal Fair Housing Act or any other Federal, State, County or Local Statute or Ordinance.

Seller Agrees:

1. And understands that a Buyer's Broker represents the Buyer and is obligated to work in the Buyer's best interest. Seller will direct any and all Buyer Brokers to submit offers directly to Power House Realty, Inc. who is Seller's representative. Seller will NOT negotiate directly with any Buyers Broker. Power House Realty, Inc. will submit such offers to Seller and assist Seller with negotiations in accordance with Illinois law.
2. For Sales to Buyers NOT represented by a Buyer's Broker Seller agrees to communicate in writing acceptance of any offer or any change in status within 24 hours. Seller agrees to provide Listing Broker with contingency information, Name of Buyer, Purchase Price and Closing Date. Failure to fully comply with above notification requirements will result in MLS imposed fines. The MLS fine is currently \$100 per day. If Listing Broker is fined as a result of Seller's failure to provide notice as indicated above, Seller agrees to reimburse Listing Broker for all fines imposed by MLS. Broker shall comply with Section 15-75 of the Illinois Real Estate License Act of 2000 and will provide brokerage services set forth in said Act (above) in conjunction with sales to unrepresented Buyers.

To pay the Buyer's broker commission if Seller enters into a contract to transfer the property to any Buyer who was shown the Property or is represented by a Licensed Real Estate Broker during the term of this agreement. Agreement or within 180 days of its cancellation, termination or expiration.

3. To Schedule and perform all showings of the Property including Open Houses and Broker's Tours. Broker shall be held harmless for any and all liability, claim, judgment, obligations or demands, including reasonable attorneys' fees arising as result of the Seller's use of a lock box or the actions of potential Buyers, Buyer's Brokers or Buyer's representatives.
4. To provide accurate disclosures to Buyer or Buyer's Brokers. These disclosures include but are not limited to the Illinois Residential Real Property Disclosure, Lead Based Paint Disclosure and Radon Disclosure. Seller acknowledges that Seller has been informed of the responsibilities imposed upon Seller under the Residential Real Property Disclosure Act. Seller agrees to comply with the requirements of this Act to the best of the Seller's ability and to not knowingly give any false or inaccurate information regarding the disclosures required by this Act.
5. To state honestly the dimensions, characteristics and condition of the property to be entered into the MLS to the best of Seller's knowledge. Listing Broker assumes no liability for inaccuracies, errors or misstatements made by Seller. Seller has reviewed the information shown on this agreement and the Property report form provided to Broker and hereby acknowledges it to be true and correct. Upon the listing input into the MLS Broker shall provide Seller with a copy of the MLS listing via email. Seller agrees to review the MLS listing, upon receipt, for accuracy and inform Listing Broker of any errors so that they may be corrected. Broker shall not be held liable for any inaccurate information published in the MLS or various websites.
6. Not execute a sales contract that requires Listing Broker to hold earnest money. Seller must make arrangements with their attorney or some other third party.
7. Seller agrees to allow Broker to publish Seller's name and phone number in the Multiple Listing Service and all internet sites.

Seller Intital _____ Seller Initial _____ Broker Initial _____

Authority to Sell the Property

The person(s) signing this Agreement warrants and represents that he or she is properly authorized to enter into this Agreement and that all parties currently in title or parties with homestead rights have executed this Agreement.

Title: Seller warrants and represents that no later than at the time of closing Seller shall convey marketable title to the Property.

Designated Agent: Daniel Scott shall be the designated listing agent. Broker reserves the right to add or change Designated Agents and shall notify Seller in writing upon such additional or change.

Indemnification: Seller understand and agrees that it is Seller's obligation to pay (at closing) the commission due the Buyer's Broker in connection with the sale of the Property. Seller agrees to 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 Buyer's Broker. Should any court, mediator, arbitrator or alternative dispute resolution court find Listing Broker liable for any commission due Buyer's Broker, Seller shall immediately pay or reimburse Listing Broker the amount of such award. If Seller fails to make such payment, Listing Broker shall be entitled to recover its costs, including attorney's fees in seeking payment or reimbursement from Seller.

Seller further understands that the Seller may be held responsible by a Buyer for any latent or hidden undisclosed defects in the Property which are known to the Seller but which are not disclosed to the Buyer. Seller hereby agrees to indemnify, defend and hold Listing Broker and Listing Broker's Agents harmless for any all disputes, litigation, judgments, costs and legal fees incurred in the defense of same.

Scope of Services

Seller understands that Broker is solely in the business of providing real estate brokerage services and does not provide legal advice of any kind. For all legal advice pertaining to the Property, this Agreement, execution of a sales contract and/or closing of the Property Seller hereby agrees to consult an attorney. Seller agrees to provide all necessary documents and disclosures to said attorney.

Faxed Signatures

A signature transmitted by fax shall be deemed to have the same effect an original signature.

Severability

Any stipulation of this Agreement which is invalid, prohibited, illegal or unenforceable shall be ineffective to the extent of any such terms and this Agreement shall be construed in all respects as if such invalid or unenforceable stipulation or stipulations were omitted without invalidating the remaining stipulations hereof. This Listing Agreement summarizes the understanding in it's entirety and any changes must be in writing and jointly executed by all parties.

Required Information

Seller's Name(s) _____

Current Address: _____

City: _____ State: II Zip Code _____

Phone: _____ Alternate Phone _____

Fax: _____ E-mail: _____

Agreed to and Accepted by Seller(s)

Agreed to and Accepted by
Power House Realty, Inc.

Signature: _____

Signature: _____

Signature: _____

Date: _____

Date: _____

FAX TO 847-627-8170

