

**EXCLUSIVE AGENCY LISTING AGREEMENT**

The undersigned ("Owners") hereby appoint undersigned broker ("Broker") as broker to sell the property ("Property") identified below and in the Property Profile ("Profile") hereby tendered (the contents of which are hereby incorporated by reference hereto).

1. Broker is appointed to sell the Property for the period set forth below and in the Profile, which period shall automatically terminate at 11:59 p.m. on the last day of such period unless extended by written agreement of Owners and Broker. Broker agrees to list the Property on the multiple listing service (MLS). Owners hereby authorize the submission of this Agreement to the MLS.

2. The Property shall be initially offered at the price set forth below and in the Profile. Such price may be changed by written agreement of Owners and Broker. Owners agree to pay commissions as follows. Broker shall receive \$349 at the time of the execution and delivery of this Agreement. If any of the services in ¶5(3)-(5) are performed Broker shall also receive ¼ of 1% of the sales price at closing (as hereinafter defined). Any cooperating broker shall be paid at time of execution and delivery of the deed or installment agreement for deed for the Property ("closing") the commission set forth below and in the Profile, which may be changed by written agreement of Owners and Broker. Broker's fee is unequivocally earned and due when the Property is listed on the MLS. Thereafter there are no refunds other than pursuant to the Guarantee appearing at 4salemls.com. The cooperating broker's commission, if any, shall in all cases be reduced by a \$200 allowance payable to the Broker. In the event such \$200 or such ¼ of 1% is not received by Broker within two (2) days of closing, Owners' credit card shall be charged for the amount due which by their signatures they hereby authorize.

3. No amendment or alteration to any of the terms or provisions of this Agreement, shall be made or be valid or binding except upon the written and signed agreement of Owners and Broker; provided, however, that Owners hereby authorize Richard L. Haines as their attorney-in-fact to execute on their behalf any and all amendments or alterations which he may deem necessary or advisable to comply with the provisions of Federal, state, local or municipal law, rules or regulations or the rules, regulations or policies or the MLS or any other agency with supervisory authority over real estate brokers and/or agents. Notwithstanding the preceding sentence, it is expressly provided that no amendment or alteration to the terms, with respect to the amount of commission or with respect to the time of payment of commission, shall be valid or binding unless made in writing and signed by the parties.

4. It is illegal for either the owners or 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 article 3 of the Illinois human rights act. Owners and broker acknowledge they shall also be bound by the provisions of state and local (city and/or county) human rights or fair housing ordinances if any and agree to comply with same.

5. Broker shall (1) make changes Owners direct, (2) refer calls to Owners, (3) accept delivery of and present to Owners offers and counteroffers to buy the Property, (4) assist Owners in developing, communicating, negotiating and presenting counteroffers and notices that relate to the offers and counteroffers until a purchase agreement is signed and all contingencies are satisfied or waived and (5) answer Owners' questions relating to selling, offers, counteroffers, notices and contingencies. Broker is not otherwise acting as Owners' agent or in any other capacity. Owners agree to handle showings and pay any broker who brings them a buyer (which unless Owners indicate otherwise includes those who viewed the Property before the date hereof) the commission indicated below. Owners are free to sell the Property themselves at anytime. Broker has no control over and does not screen those who view properties.

6. Owners may cancel this Agreement at anytime without cost (except when Broker has already procured an acquiring party for the Property) by a signed letter faxed to 773-248-4905 indicating the Property address and date of cancellation. Broker may cancel this agreement if in its sole judgment continuation of the listing would not be in the parties best interests by notice in writing (by fax or email) two days prior to the effective date of cancellation.

7. When Owners (a) sign a real estate contract, (b) any contingency contained therein ends and (c) when the Property sale is closed, Owners shall within 24 hours of each event supply Broker in writing with the (a) contract date, (b) closing date, (c) sales price and (d) except at closing, the contingency provided for or satisfied. If Owners fail to do so Broker may be fined and Owners agree to reimburse Broker for such fines. Broker will be reimbursed by asserting a lien at closing and/or by charging Owners' credit card for the amount of the fines, which reimbursement Owners by their signature hereto authorize. In addition, in the event Broker is fined or held liable for any reason based upon Owners' conduct, this reimbursement policy shall apply. Owners agree that before they seek to chargeback any charges made to a credit card in connection with this Agreement whether for Broker's commission, fines or otherwise, they shall as preconditions first notify Broker by certified mail, return receipt requested, of their desire and then discuss the same with Broker. If such preconditions are met, a chargeback is attempted and Broker obtains initial re-crediting of the chargeback, Owners' credit card shall be charged \$500 for each chargeback which by their signature they hereby irrevocably authorize. If such preconditions are not met and a chargeback is attempted, Owners' credit card will be charged \$500 for each chargeback which by their signature they hereby irrevocably authorize.

8. Owners shall comply with the Real Estate Settlement Procedures Act of 1974, if applicable, and furnish all information required for compliance therewith, and, if applicable, Owners agree to comply with the Residential Real Property Disclosure Act. In other words, Owners are responsible for supplying any and all disclosure documents to prospective buyers including the lead paint disclosure and property disclosure reports. Chicago ordinances require that Chicago properties have smoke and carbon monoxide detectors present and in working condition. Owners agree to comply with such ordinances. Owners hereby agree to indemnify and hold Broker harmless if any listing information is inaccurate, the buyer's broker does not receive the commission due or Owners violate applicable law.

9. Broker shall not act in a dual agency capacity, that is, represent both Owners and any prospective Property buyer.

10. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their successors, assignees, heirs, executors and representatives, except that this Agreement may not be assigned by Owners without the prior written consent of Broker. Any provision of this Agreement which is illegal, invalid, prohibited or unenforceable shall be ineffective to the extent of any such illegality, invalidity, prohibition or unenforceability and this Agreement shall be construed in all respects as if such invalid or unenforceable provision or provisions were omitted without invalidating or impairing the remaining provisions hereof. In connection with any litigation or dispute arising out of this Agreement or the listing created hereby, Broker shall recover all costs incurred including all attorneys' fees and costs, which may in Broker's discretion be charged to Owners' credit card which by their signature they hereby authorize. If Broker is sued or joined in an arbitration for a cooperating broker's commission, Owners shall immediately pay the amount claimed plus \$1,000 (whether or not Broker is found liable for the same) and Owners by their signature hereby authorize Broker to charge their credit card for the full commission claimed. Faxed signatures shall be deemed original signatures hereon and on all notices provided pursuant hereto.

In Witness Whereof, this Agreement has been executed by the parties as of the date stated below.

Owner(s) Signature(s)

Broker's Signature

\_\_\_\_\_

\_\_\_\_\_

Property Address (number, city, state): \_\_\_\_\_

Date Agreement Commences (month, day, year): \_\_\_\_\_

Date Agreement Terminates (month, day, year): \_\_\_\_\_

Listing Price: \$ \_\_\_\_\_ Cooperating brokerage commission: \_\_\_\_\_