



Seller's "Open Agency" Marketing Listing Contract

In consideration of the services to be performed by Kale Realty Residential Brokerage ("The Broker") and the fee to be paid by _____ (Seller) the parties agree that Kale Realty shall be the Listing Agent. (Seller cannot list with other Brokerage firms unless cancelling with Kale Realty first) Seller retains the right to sell "By Owner" with no commission due- This type of agreement is called "Exclusive Agency"

Section 1 Property Information

Property Address _____ Unit # _____
City _____ County _____ Zip Code _____
Marketing Price \$ _____ Permanent Index No: _____
Lot Dimensions _____ Property Taxes and Assessments _____

Seller has no knowledge of any assessments or special taxes for improvements, or lien for improvements, either of record or in process, applicable to the property listed herein and should the seller receive any notice thereof, seller agrees to notify the Broker immediately. All taxes and all usually prorated expenses shall be prorated pursuant to the terms of the sales contract.

Section 2 Terms

This contract shall begin the date signed by the Broker and be effective until the property sells. And be cancelled at any time by the seller for no additional fee. Seller may cancel and relist 1 time at no charge. To cancel and relist for a 2nd, 3rd, 4th, etc.. time there will be an administration fee of \$50.

Section 3 Representation and Broker Duties

As required by Illinois law, the sponsoring broker, through its sponsored licensees, must provide the following three minimum service requirements

- 1) Accept delivery of and present to the client all offers and counteroffers 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, 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
- 3) Answer the client's questions relating to the offers, counteroffers, notices and contingencies.

Seller agrees that for the purpose of marketing seller's property, Broker shall place Seller's property in Northern Illinois Listing Service (MLSNI) of which Broker is a member along with Realtor.com, Chicago Tribune and other Real Estate sites Neither Broker nor designated agent is charged with the custody of the property, its management, maintenance, upkeep or repair.



Section 4 Compensation:

Seller agrees to pay a Flat fee of _____ to Kale Realty for placement on the MLS and various other tasks. The MLS listing is good till the property sells and can be cancelled at anytime and placed back on the MLS again (No timeframe can be non consecutive days) for no charge.

Cooperating Broker

Seller agrees to pay a commission of _____% (Typically 2.5%) of the purchase price to a licensed Illinois Real Estate agent who procures a Ready, Willing and Able buyer for the property. Compensation to that agents sponsoring broker is due only if the property closes and is paid at the closing table. **Procuring Cause:** A broker is regarded as the "procuring cause" of a sale, so as to be entitled to commission if his or her efforts are the foundation on which negotiations resulting in a sale begin. It is the cause originating a series of events which, without break in their continuity, result in the accomplishment of the prime objective of the employment of the broker who produces a ready, willing, and able purchaser to buy real estate on the owner's terms.

Section 5 Notice of Buyer Real Estate Commission

All Real Estate brokerage offices charge a small MLS fee that is taken from the Buyer Agent Commission. This is necessary for MLS administration purposes to pay for all the licenses and errors and emissions insurance that come with the Real Estate business. This **does not affect you the Seller**. For example, if you offer a 2.5% co-op and sell your home on the MLS for \$200,000 at closing you will pay that Realtor \$5000. Kale Realty has a very modest MLS fee that is actually lower than the large Real Estate companies; this is taken out of the \$5000 commission paid to the selling Realtor. If you **sell by owner** and no Realtor is involved then **no** MLS fee is necessary.

Section 6 Seller's Duties

Seller acknowledges that neither Broker, nor designated agent is an insurer against the loss of seller's personal property. Seller is advised to safeguard or remove valuables located in said premises. Seller is further advised to verify the existence of said valuables and obtain personal property insurance through Seller's insurance agent. Seller understands that the information which Seller provides to Designated Agent as listing information will be used to advertise Seller's property to the public, and it is essential that this information be accurate. Seller understands that he/she has an obligation to provide accurate truthful information to be put in the appropriate listing services input sheet and hereby promises to fulfill this obligation. Although seller is listing Seller's property in its present physical condition, Seller understands that Seller may be held responsible by a buyer for any latent or hidden, undisclosed defect in the property which are known to the Seller but which are not disclosed to the buyer prior to the time of the sale.

Section 7 Earnest Money

The Earnest money can be held by the listing broker, seller's attorney or Kale Realty under special circumstances and upon initial closing or settlement, or upon forfeiture of the sales contract, shall be applied to the seller.

Section 8 Residential Real Property Disclosure Act

Seller acknowledges that he/she has been informed of the responsibilities imposed upon sellers under the Residential Real Property Disclosure Act. Seller agrees to comply with the requirements of this Act to the best of Seller's ability and to not knowingly give any false or inaccurate information regarding the disclosure required by the Act.



Order & Credit Card Authorization Form

Please check the items you would like to purchase and complete the information below if paying by credit card. Your credit card information will be received by a secure fax and shredded once payment has been confirmed. If you prefer, you may also pay via phone or check. If you have any questions, please call 312-939-5253

Flat Fee Listing-\$299.00

Flat Fee Rental Listing-\$99.00

Extras

Virtual Tour-\$119.00

Additional Yard Sign-\$10.00

Combination Lockbox-\$44.00

Open House Signs (2)-\$26.99

Scheduling Service-\$75.00

13 Month Home Warranty-\$420

Brochure Box-\$19.00

Professional hanging sign frame (Shipped)-\$89.99

Email Blast Marketing-\$29.99

Total \$ _____

CREDIT CARD # _____

NAME ON CARD _____ EXPIRATION DATE _____

BILLING ADDRESS _____

BILLING ZIP CODE _____

Card Holder's

Signature _____