



Thank you for giving Berkshire Hathaway HomeServices KoenigRubloff Realty Group (“KRG”) the opportunity to represent you. KRG is a full-service real estate company offering the services you will need for a successful transaction. This Agreement explains our relationship and how we will function under Illinois law. In consideration of our services, you hereby grant us the **exclusive right to represent you in the sale** of your property located at:

(the “Property”).

You agree to cooperate fully with us, to inform us promptly of any inquiries about the Property, to conduct all negotiations through us, and to abide by the following terms and conditions:

1. **Commission:** If during the term of this Agreement you sell or exchange the Property by entering into a contract that you, we, or any other party obtains from a ready, willing, and able purchaser for the sale or exchange of the Property, you shall pay KRG a commission of \$495 and **(check one)** 6% 6.5% 7% of the purchase price. The commission is due on or before the closing date set forth in the purchase agreement or at the time possession is given in the event of an installment sale. We are also entitled to the commission if a purchaser, to whom the Property was offered during the term of this Agreement, directly or indirectly within one (1) year after termination of this Agreement, enters into a contract to purchase the Property and the sale subsequently closes. However, if after termination of this Agreement you enter into an exclusive listing agreement with another real estate broker, no commission will be due to KRG under this Agreement. No commission is due if the sale is not closed due to purchaser’s default. Any change in the amount or the time of commission payment shall not be binding unless made in writing and signed by you and the Managing Broker.
2. **Price:** We will use our best efforts to achieve a sales price of \$ _____ or any other amount that you agree to accept.
3. **Seller’s Designated Agent:** KRG hereby designates _____ as your exclusive agent under this Agreement (your “Designated Agent”). You understand and agree that your Designated Agent may represent other clients at the same time. If your Designated Agent is unavailable to work with you, we will arrange for another agent to represent you.
4. **Our Services:** In marketing your Property, we will display information on various internet websites unless you give us written direction to exclude the Property from such websites. You authorize us to show the Property to prospective purchasers at convenient times, display signs, advertise the Property, furnish information on the Property to participants of the local multiple listing service, place a lockbox on the Property if applicable, cooperate with other brokers, and compensate them in an amount no greater than 50% of the percentage or monthly rental commission. Your Designated Agent will accept delivery of and present to you all offers and counteroffers to buy or lease the Property, assist you in developing, communicating, negotiating, and presenting offers, counteroffers, and notices that relate to offers and counteroffers until a sales contract or lease is signed and all contingencies are satisfied or waived, and answer your questions relating to the offers, counteroffers, notices, and contingencies, unless answering the questions is precluded by law. Our duty is to market the Property; we are not responsible for its management, maintenance, upkeep, repair, inspection, custody, care or control. We assume no liability for any personal property on or in the Property, or for the failure of any systems, nor for any personal injuries sustained on the Property.
5. **Rental:** If you rent the Property by entering into a lease that you, we, or any other party obtains from a ready, willing, and able tenant during the term of this Agreement, or if within six (6) months after termination of this Agreement you enter into a lease with anyone to whom it was offered during the term of this Agreement, you agree to pay KRG, upon execution of the Lease by Tenant or at the time of possession, whichever is first in time, a flat dollar commission of \$100 **and:**
 - One and one quarter (1¼) month’s rent for the first year **and**
 - One-half (1/2) of one (1) month’s rent for each year thereafter.

If the term of the lease is extended, or if the tenant occupies additional space, whether provided for by the lease or subsequent modifications of the lease, you agree to pay KRG additional commission of one half (1/2) of one (1) month’s rent for each year thereafter. This additional commission is due upon execution of the extension, agreement for additional space, and/or execution of a new lease between you and the tenant. If after termination of this Agreement, you enter into an exclusive lease agreement with another real estate broker, no commission is due under this Agreement. If the tenant subsequently purchases the property during the lease, any extension to the lease, or within one year after the expiration of the lease or extension, you hereby agree to pay a commission as set forth in Paragraph 1 above.
6. **Termination and Cancellation:** This Agreement terminates one (1) year from date entered below or one (1) year from the date the Property was marketed to the public, whichever is later in time (the “Term”), and until then is irrevocable and binding. If we agree to cancel this Agreement at any time before the end of the Term, you agree to reimburse us for all actual marketing costs, as accounted for in writing, plus a cancellation fee of \$500, payable before cancellation is effective.
7. **Compliance with Fair Housing Laws:** You acknowledge that it is illegal for either you or us to refuse to display or sell to any person because of race, color, religion, national origin, age, sex, ancestry, disability, marital or familial status, source of income, military status or unfavorable discharge from military, sexual orientation, or Order of Protection status, and agree to follow all local, state and federal fair housing laws.
8. **Special Assessments/Special Service Areas:** There are no special assessments relative to this property except _____, and property is is not in a Special Service Area. Seller agrees to notify KRG upon receipt of any notice of special assessment and/or any notice that the real estate is in a designated Special Service Area.
9. **Indemnity/Dispute Resolution:** You agree to indemnify and hold us harmless from all claims, disputes, litigation, judgments, and costs (including reasonable attorney’s fees) arising from any incorrect information or misrepresentations supplied by you or from any material facts, including latent defects, that are known to you that you fail to disclose. We agree to work together to try to resolve any controversy or claim between us regarding this Agreement, its interpretation, enforcement or breach (which includes tort claims arising from fraud and fraud in the inducement). We also agree that if we cannot resolve differences, we will submit all

controversies relating to this Agreement to binding arbitration through the facilities of the American Arbitration Association or JAMS in Chicago, Illinois, with costs to be shared equally. This agreement to arbitrate will be construed and interpreted under the Federal Arbitration Act, 9 U.S.C. Section 1, et. seq. While either party shall have all the rights and benefits of arbitration, both parties are giving up the right to litigate such claims and disputes in a court or jury trial. The results, determinations, findings, judgments and/or awards rendered through such arbitration shall be final and binding on us both and may be specifically enforced by legal proceedings. Judgment on the award may be entered into any court having jurisdiction. Neither of us shall be entitled to join or consolidate disputes by or against others in any arbitration, or to include in any arbitration any dispute as a representative or member of a class, or to act in any arbitration in the interest of the general public or in any private attorney general capacity. For controversies and claims that do not exceed the applicable jurisdictional limit of small claims court, either party may bring such claims in small claims court in lieu of arbitration. Additional information and resources regarding the use of arbitration may be found at www.adr.org.

10. Copyright: You agree that we own all copyrights, patents, trade secrets and other intellectual property rights in anything created or developed in conjunction with the marketing of the Property. You specifically authorize us to use for any purposes any and all information obtained by or provided to us pursuant to this Agreement, including contained in this Agreement, and any publicly available information concerning the price and terms of the sale of the Property, length of time the Property is on the market, and any other information relating to the Property, before and after the sale or, in the event there is not a sale, after this Agreement has terminated or expires.

11. Relocation: Would you like to receive information about your destination city? Yes No

12. Home Warranty Plan: Would you like information about a home warranty plan? Yes No

13. Title Insurance: The choice of a title insurance provider is yours. Fort Dearborn Title is a title insurance provider affiliated with KRG (as disclosed in the previously-provided Affiliated Business Arrangement Disclosure) and is available to provide title insurance in your transaction. If you have chosen a provider, please note your intent below. By selecting an option below you are simply indicating your intent and are not committing to make a purchase of title insurance. For title insurance on my transaction I intend to use:

- Fort Dearborn Title
- Other
- Undecided

14. Disclosures: You acknowledge that attached to this Agreement and made a part of it are the following disclosures which you agree to sign: Dual Agency Disclosure, Affiliated Business Arrangement Disclosure, Residential Real Property Act Disclosure, Lead-Based Paint Disclosure: *if your house was built before 1978*, Radon Disclosure

15. Real Estate Taxes: \$ _____ Tax Year: _____ Parking Space Taxes \$ _____ Tax Year _____
 PIN# _____ Parking Space PIN # _____

Homeowner's Exemption: Yes No Senior Citizen's Homestead Exemption: Yes No Senior Freeze Exemption Yes No

16. Assessments: (If applicable) Monthly Condominium \$ _____. Special(s) \$ _____

Seller agrees to advise KRG of any notice of change in the Assessments within three (3) business days of receipt of such notice.

17. Marketing Notice. KRG and its affiliated HomeServices of America family of companies are providing this Notice. KRG has title insurance, mortgage, personal lines insurance and home warranty affiliates that are committed to the highest quality of service. To enable you to receive information from these excellent companies, KRG makes your contact information available to them. Rest assured we do **not** share your financial information with anyone. If you choose, however, you may limit these companies' marketing their products or services to you. To limit marketing offers, contact us at DoNotContact@KoenigRubloff.com.

Accepted and Agreed as of this _____ day of _____, 20_____.

Print Seller's Name

Print Seller's Name

 Seller's **Signature**

 Seller's **Signature**

 Seller's Email

 Seller's Address

 Property Address

Print Managing Broker's Name

 Managing Broker's **Signature**

Print Designated Broker Name

 Phone Number



Your Designated Agent, _____
(Print Agent Name)

and any subsequent designated agent, may undertake a dual representation (represent both the seller or landlord and the buyer or tenant) for the sale or lease of property. The undersigned acknowledge they were informed of the possibility of this type of representation. Before signing this document, please read the following:

Representing more than one party to a transaction presents a conflict of interest since both clients may rely upon Licensee's advice and the clients' respective interests may be adverse to each other. Licensee will undertake this representation only with the written consent of ALL clients in the transaction. Any agreement between the clients as to a final contract price and other terms is a result of negotiations between the clients acting in their own best interests and on their own behalf. You acknowledge that Licensee has explained the implications of dual representation, including the risks involved, and understand that you have been advised to seek independent advice from your advisors or attorneys before signing any documents in this transaction.

WHAT A LICENSEE CAN DO FOR CLIENTS WHEN ACTING AS A DUALAGENT

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 A LICENSEE CANNOT DISCLOSE TO CLIENTS WHEN ACTING AS A DUALAGENT

1. Confidential information that Licensee may know about the clients, without that client's permission. No other licensee will be able to reveal the other party's confidential information to you.
2. The price or terms the seller or landlord will take, other than the listing price, without permission of the seller or landlord. No other licensee will be able to reveal this information to you.
3. The price or terms the buyer or tenant is willing to pay without permission of the buyer or tenant. No other licensee will be able to reveal this information to you.
4. A recommended or suggested price or terms the buyer or tenant should offer
5. A recommended or suggested price or terms the seller or landlord should counter with or accept

I ACCEPT DUAL AGENCY: By signing below, you acknowledge that you have read and understand this form and 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 necessary. You further acknowledge that this Disclosure was presented when you entered into the brokerage agreement.

I DECLINE DUAL AGENCY: By signing below, you acknowledge that you have read and understand this form and voluntarily decline to give your consent to the Licensee to act as a dual agent. You further acknowledge that this Disclosure was presented when you entered into the brokerage agreement.

Print Name(s)

Signature Date

Signature Date

Affiliated Business Arrangement Disclosure Statement

To: _____ Property: _____
 From: BHHS KoenigRubloff Realty Group Date: _____

This is to give you notice that HomeServices of Illinois, LLC doing business as Berkshire Hathaway HomeServices KoenigRubloff Realty Group (“Berkshire Hathaway HomeServices KoenigRubloff Realty Group”), HomeServices Relocation, LLC, Prosperity Home Mortgage, LLC, HomeServices Insurance, Inc. (“HSP”), Fort Dearborn Land Title Company, LLC doing business as Fort Dearborn Title (“Fort Dearborn Title”) and Vanderbilt Mortgage and Finance Inc. doing business as Silverton Mortgage (“Silverton Mortgage”) are part of a family of companies (the “Affiliated Companies”) owned by Berkshire Hathaway, Inc. (“Berkshire Hathaway”), and each may refer to you the services of another. Berkshire Hathaway HomeServices KoenigRubloff Realty Group, HomeServices Relocation, LLC, Prosperity Home Mortgage, LLC, HSI and Fort Dearborn Title are each wholly owned either directly or indirectly by HomeServices of America, Inc., a Berkshire Hathaway affiliate. Silverton Mortgage is a wholly-owned indirect subsidiary of Clayton Homes, a Berkshire Hathaway affiliate. Because of these relationships, the referral of a customer (including you) by any of the Affiliated Companies to another may provide the referring company, its affiliates, and/or their employees with a financial or other benefit.

In addition, while Berkshire Hathaway HomeServices KoenigRubloff Realty Group is not affiliated with American Home Shield Corporation doing business as HSA Home Warranty (“HSA Home Warranty”) or HMS National, Inc. doing business as HMS Home Warranty (“HMS Home Warranty”), it does advertise them for a fixed service fee.

Set forth below is the estimated charge or range of charges for each of the services listed. You are NOT required to use any of these service providers as a condition of the sale of the subject property or to obtain access to any settlement service.

THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

<u>Service Provider</u>	<u>Service Provided</u>	<u>Charge or Range of Charges</u>
Berkshire Hathaway HomeServices KoenigRubloff Realty Group	Broker’s Commission	\$495 plus a percentage of the sales price, ranging from 6% to 10%
HomeServices Relocation, LLC	Relocation Services	Fees paid by real estate broker
Prosperity Home Mortgage, LLC	Loan Origination Fee	\$0 - \$1,199 (2% of loan amount on some bond products)
	Appraisal	\$425 - \$1,102
	Third Party Fees	\$33 - \$215 (credit report, tax service fee, flood cert fee)
Fort Dearborn Title (IL)	Lender’s Policy	\$500 for each mortgage plus \$125 for protection between issuance of the title commitment and closing. Endorsements are \$175 each; chain of title is \$250; Predatory Lending Certification (if required) is \$50.
	Owner’s Policy	\$1,500 for policies \$100K and under, plus \$20 for each additional \$10K or less of coverage up to \$500K. \$2,345 for policies \$500,001 to \$510K, plus \$20 for each additional \$10K or less of coverage up to \$1M. For policies over \$1M, \$3,325 plus \$2 for each additional \$1K of coverage over \$1M. A \$125 commitment update fee is charged on all owner’s policies.
	Closing Fee	\$1,270 to \$1,570 for purchase price up to \$500K. Add \$50 per each additional \$50K, or part thereof, in purchase price over \$500K; plus expenses incurred and \$40 for each wire, \$25 for each overnight package sent, and \$40 for each loan package received. \$225 will be added to the closing fee for each additional mortgage.
HomeServices Insurance, Inc.*	Homeowner’s Insurance	\$200 - \$2,000 annual premium, depending on product and associated risk assessments (e.g., age of home, credit score, past claims of the insured, etc.)
Silverton Mortgage	Loan Origination Fee	0 – 2.75% of the loan amount (includes third party fees)
	Appraisal	\$475 - \$900
HSA Home Warranty	Home Warranty	\$399 - \$1,500, depending on property and coverage options
HMS Home Warranty	Home Warranty	\$359 - \$2,000, depending on property and coverage options

ACKNOWLEDGEMENT: I/we have read this disclosure form and understand that the Affiliated Companies may refer me/us to purchase the above-described settlement service(s) from one another and that any such referrals may provide the referring company, its affiliates, and/or their employees with a financial or other benefit.

 Signature (Date) Signature (Date)
 * In rare cases, your insurance policy may instead be issued by Trident Insurance Agency Company LP or Long & Foster Insurance Agency, Inc., affiliates of HSI, or under another of its trade names. HSI’s trade names include: Edina Realty Insurance Agency, Home Team Insurance, HomeServices Insurance Agency, InsuranceSouth, Long Insurance Group, PCG Agencies, PCG Insurance Agency, ReeceNichols Insurance and Thoroughbred Insurance Agency.



WIRE FRAUD WARNING TO CONSUMERS

We provide you with this disclosure to alert you to a serious nationwide threat of fraud in real estate transactions.

EMAILS ATTEMPTING TO INDUCE FRAUDULENT WIRE TRANSFERS OF YOUR FUNDS ARE COMMON AND MAY APPEAR TO COME FROM A TRUSTED SOURCE. Such requests, even if they seem legitimate, may be part of a scheme to defraud you.

Electronic communications, such as email, text messages and social media messaging, are neither secure nor confidential. While Berkshire Hathaway HomeServices Koenig Rubloff Realty Group (“KRG”) has adopted policies and procedures to aid in avoiding fraud, even the best security protections can still be bypassed by unauthorized parties. Therefore, by this Disclosure, KRG is providing you with information on what to do if you receive instructions to transfer funds.

NEVER TRANSFER FUNDS BASED ON EMAILED WIRE INSTRUCTIONS WITHOUT VERIFYING THE INSTRUCTIONS BY PHONE AS SPECIFIED BELOW.

If you receive any electronic communication providing wire instructions for the transfer of funds, **EVEN IF THE COMMUNICATION APPEARS TO BE FROM KRG OR YOUR REAL ESTATE AGENT, do not respond unless you have verified the information as follows:**

- To verify instructions related to wiring earnest money, call the KRG Accounting Department at 847-853-4030.
- To verify instructions related to wiring closing funds to Fort Dearborn Title, call the Fort Dearborn Title at 847-853-6050.
- To verify instructions related to wiring closing funds to any other title company, call that company using a phone number you look up yourself, not a phone number in the email.

ACKNOWLEDGMENT:

I/we have read this Anti-Fraud Disclosure Statement and understand that if I receive any electronic communication appearing to come from KRG or my real estate agent with instructions to transfer funds, I will verify the validity of the information before following the instructions.

Acknowledged as of this _____ day of _____, 20_____

Print Name

Print Name

Signature

Signature