

### LISTING AGREEMENT LANDMARK REALTORS



hi	icagoFlatFee				ÖPPÖRTÜNITY
1.	This Agreement is dated this	day of		, by	y and between LANDMARK
	REALTORS ("Listing Broker")				
	WALDEMAR KOMENDZINSK	I as their Agent aff	filiated with	the Listing Broker.	
2.	Seller desires to list on the Multip	ole Listing Services	s ("MLS") th	e real estate comm	only known as:
	Street:		Unit I	No (if applicable) _	
	City:	County:	_ State:	Zip:	
	Property Tax ID Number:		(he	ereinafter the "Prop	perty")
3.	Seller agrees that \$	shall be	e the listing p	rice for the Propert	y, along with all improvements,
	offered for sale. Seller determine	ed the listing price	and the List	ing Broker is not r	esponsible for the listing price.
	Seller has the exclusive ability to	o modify the listing	g price, any	modification shall	be submitted in writing to the
	Listing Broker. Any Seller modif	ications to the listin	ng price shall	l be submitted by t	he Listing Broker on the MLS.
4.	Seller warrants and represents the	at Seller will no lat	er than at the	e time of closing b	e able to convey marketable or
	merchantable title to the Property.	. The Listing Broke	r shall be enti	itled to keep the pro	ofessional service fee regardless
	of whether Seller is able to establ	ish marketable or n	nerchantable	title to the Propert	IV.

- 5. This Agreement shall give the Listing Broker the right to list on the MLS the Property for a period starting on and ending at midnight on . (Note: If left blank, a default period of six (6) months shall apply from the date of acceptance of this Agreement. It cannot be openended or "until sold")
- 6. Seller agrees to pay for one of the flat fee packages listed below (due and payable upon acceptance of this Agreement):

Silver Flat Fee MLS - \$195	Gold Flat Fee MLS - \$295	Platinum Flat Fee MLS \$495
<ul> <li>4 Month Listing</li> <li>Up to 12 photos (provided by Seller)</li> </ul>	<ul> <li>6 Month Listing</li> <li>Up to 25 photos (provided by Seller)</li> <li>Custom Property Website</li> <li>Lockbox rental</li> <li>Standard Yard Sign</li> <li>E-Flyers</li> <li>Facebook Business Page</li> <li>Promotion of Open House events on MLS and Zillow</li> </ul>	<ul> <li>9 Month Listing</li> <li>Up to 50 photos (provided by Seller)</li> <li>Custom Property Website</li> <li>Lockbox rental</li> <li>Yard Sign with instant digital texting info</li> <li>E-Flyers</li> <li>Facebook Business Page</li> <li>Digital advertising campaigns to local agents</li> <li>Digital ads to prominent Facebook real estate groups</li> <li>Promotion of Open House events on MLS and Zillow</li> <li>Open House Sign</li> <li>Appointment scheduling service and Feedback</li> </ul>

Additional optional services are available to enhance your listing and may be purchased either at the time of listing or at a later date.

- 7. In consideration of the fee received under this Agreement, the Listing Broker agrees to provide the following services:
  - a. List the Property on the MLS/Midwest Real Estate Data, LLC (MRED) for a period no shorter than the period set forth under this Agreement;
  - Distribute Seller's listing to Zillow.com, Trulia.com, Realtor.com, Homes.com and other broker websites (e.g. Redfin, Coldwell Banker, ReMax, Keller Williams, etc.) associated with the MLS (Seller acknowledges that the Listing Broker does not control how the listing appears on any websites listed herein or otherwise);
  - c. Provide all commonly used Illinois disclosure forms for the Property and real estate purchase contracts; and
  - d. Provide unlimited changes to the listing and unlimited open house notifications on the MLS and Realtor.com.
- 8. Listing Broker acknowledges Seller has the absolute right to terminate this Agreement if Seller's termination is submitted in writing to the Listing Broker. No termination fee shall be applied, unless there is a real estate purchase contract pending on the Property. In the even of a pending contract, then Seller agrees to pay the Buyer's Agent Commission as set forth in this Agreement.
- 9. Seller HEREBY agrees that Seller will:
  - a. \_\_\_\_\_ (Initials) Notify Listing Broker (in writing fax or e-mail) of any accepted offers within 24 hours of acceptance. Seller agrees to notify Listing Broker with a copy of the fully executed sales contract and required disclosures within 72 hours of time after acceptance;
  - b. \_\_\_\_\_ (Initials) Provide Listing Broker wit ha copy of the Settlement Statement (HUD) within 72 hours of the closing date. Seller understands that they are liable for any and all MLS related fines (currently, not less than \$100 per occurrence) incurred as a result of Seller's failure to comply with the requirements noted in parts (a) and (b) of this Section;
  - c. \_\_\_\_\_(Initials) Pay the buyer broker commission of \_\_\_\_\_% of the sales price if the Property is sold to a buyer represented by a licensed real estate broker (including the Listing Broker) during the term of this Agreement if buyer's broker is able to find a buyer who is ready, able and willing to buy the Property at the price and terms set forth in the real estate purchase contract or otherwise in writing; or, if the Property is sold within 90 days of cancellation to a buyer that was introduced to the Property by a licensed real estate broker during the listing term. (This will not apply if Seller enters into a valid, written brokerage agreement with another licensed real estate broker within this 90 day protection period.);
  - d. \_\_\_\_\_ (Initials) Conduct all showings of the Property and open houses without Listing Broker's assistance;
  - e. \_\_\_\_ (Initials) Provide all legally required and commonly used Illinois disclosures to any prospective buyer or buyer's broker;
  - f. \_\_\_\_\_ (Initials) Notify Listing Broker of any SHORT SALE. Upon notification, Listing Broker has the absolute right to terminate this Agreement without refund; and
  - g. \_\_\_\_ (Initials) Provide Listing Broker with photos of the Property that are the sole property of the Seller. Seller further agrees to pay all MLS related fines incurred as a result of Seller's failure to comply with the requirements noted above.
- 10. Seller understands that this Agreement does not guarantee the sale of the Property. Seller further acknowledges that the Listing Broker does not hold earnest money and Seller's attorney or other third-party must hold the earnest money.
- 11. Seller understands that the Listing Broker is solely in the business of providing real estate brokerage services and does not provide its clients, including Seller, legal advice of any kind.
- 12. Seller agrees to indemnify, defend and 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 tribunal find Listing Broker liable for any commission due Buyer's Broker, Seller shall immediately pay the commission 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 attorneys' 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 holds

Listing Broker and Listing Broker's agents harmless from any and all disputes, litigation, judgments, costs and legal fees incurred in the defense of same.

- 13. Seller understands that the Listing Broker may represent buyers who become interested in the Property during the course of the listing period. In such a case, Seller acknowledges the Listing Broker's right to represent that buyer and thus be entitled to the commission being offered by seller.
- 14. Seller and Listing Broker both acknowledge that it is illegal for either the owner of the Property or the Listing 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 applicable federal, state or local law.
- 15. 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 provide any false or inaccurate information.
- 16. In accordance with the Illinois Minimum Service Law, Listing Broker offers to help in every aspect of the negotiation of the sale of the Property listed in this document. Listing Broker shall (a) receive any contracts, (b) answer any questions in regards to any offers or counter offers, and (c) communicate any offers or counter offers to the Buyers' agent on behalf of the Seller. This negotiation service is offered at no additional charge to the Seller— The Illinois Minimum Service Law cannot be waived. However, a listing office fee of up to \$495.00 shall be deducted from the cooperating Brokers' commission if any and paid to Landmark Realtors at closing. This fee again is not paid by the seller, it is deducted from the cooperating Brokers' commission at closing.
- 17. Seller acknowledges that Listing Broker has an obligation to release information to the MLS as to the final selling price, type of financing and number of days on market.
- 18. This Agreement shall not be amended, except by written agreement duly executed by both parties.
- 19. If any one or more provisions of this Agreement shall, for any reason, be held to be invalid, unenforceable or illegal in any respect, such invalidity, unenforceability or illegality shall not affect any other provision hereof.

# THE UNDERSIGNED WARRANTS THAT THEY ARE THE SOLE OWNER(S) OF THE PROPERTY AND AUTHORIZED TO EXECUTE THIS AGREEMENT AND TO SELL THE PROPERTY AS HEREIN PROVIDED.

#### AGREED TO BY SELLER(S):

Print Name(s):	
Signature(s):	
Date:	
Print Name(s)	
Signature(s):	
Date:	
AGREED TO B	Y LISTING BROKER:
Print Name:	
Signature:	
Date:	



# Condo/Townhome/Attached

**Property Data Form** 

info@chicagoflatfee.com Questions Call 815-630-1998



### **Owner Contact Information**

Owner's Name:		
Address (if different from prop	perty listed):	
City:	State:	Zip:
Owner Phone #:		
<b>Property Information</b>		
Address:		Asking Price:
City:		State: Zip:
G 1 1 · · ·	M. J.I.	

Subdivision:	Model:	Multiple PIN Numbers Yes No			
Parcel # (PIN):		County:			
Is this Property also listed for rent?		Provide MLS# (if known):			
Corporate Limits of - or- Unincorporated:					

### General

**General Directions to Property:** 

### **School Information**

Elementary District #:	Elementary School Name:					
2nd/Alternative Elementary School Name	:					
Jr High/Middle District #:	_Jr High/Middle School Name:					
2nd/Alternative Jr High/Middle School N	ame:					
High School District #:	High School District #:       High School Name:					
2nd/Alternative High School Name:						
Other Public School District #:	Other Public School Name:					
Ownership Type:       Condo       Fee Simple       Fee Simple w/HO Assn       Leasehold       Rebuild:       Yes       No						
List Approx. Year Built: or Unknown Built Before 1978: Yes No Recent Rehab: Yes No						

Existing Basement/ Foundation: Yes No	Waterfront: Yes No	Rehab Year:	
Property Currently Leased: Yes No	If Yes, Date Lease Expires:	Or Check Month-to-month:	
Owner Occupied:%Common Area/Coop/Condo	Ownership: %	Total # Units in Building:#	
Days for Board Approval:	Pets allowed: Yes No	Max Pet Weight:	

PET INFORMATION:	TYPE ATTACHED:	AGE	COMMON AREA AMENITIES:
	(Maximum of 3 selections)	(Maximum of 1 selection)	
Additional Pet Rent	☐ 1/2 Duplex		Bike Room/Bike Trails
		☐ 1 - 5 Years ☐ 6 - 10 Years	Boat Dock
Deposit Required	Condo	11 - 15 Years	Door Person
Dogs OK Neutered and/or declawed only	Condo-Duplex	11 - 15 fears	Coin Laundry
No Pets	Condo-Loft	$\square$ 21 - 25 Years	Commissary
Pet Count Limitation	Corridor	$\square$ 26 - 30 Years	
Pet Weight Limitation	Courtyard	31 - 40 Years	Exercise Room
	🗌 Flat	41 - 50 Years	Storage
	🗌 Garden Unit	51 - 60 Years	Golf Course
MANAGEMENT:	Garden Complex	61 - 70 Years	Health Club
Developer Controls	Manor Home/Coach House/ Villa	71 - 80 Years	On Site Mgr/ Engineer
Manager Off-site	Low Rise (1-3 Stories)	81 - 90 Years	Park/ Playground
Manager On-site	Mid Rise (4-6 Stories)	91 - 100 Years	Party Room
Monday - Friday	High Rise (7+ Stories)	100+ Years	Sundeck
Monday - Saturday	Quad - Ranch	NEW Will Build to Suit	Pool-Indoors
Monday - Sunday	Quad - Split Level	NEW Ready for Occupancy	Pool-Outdoors
Self-Management	Quad - 2 Story	NEW Proposed Construction	Receiving Room
	Quad - Penthouse	NEW Under Construction	Restaurant
GENERAL INFORMATION:	Studio	Unknown	Sauna
	Timeshare Townhouse - Ranch		Security Door Locks
School Bus Service	Townhouse - 2 Story	List Year Built:	Service Elevator
Commuter Bus	Townhouse - 3+ Stories		Steam Room
Commuter Train	Townhouse - Trilevel	EXPOSURE: (property faces)	Tennis Court(s)
	Vintage	North	Valet/ Cleaner
Flood Zone	Other	South	Whirlpool
Flood Zone (Partial)	Ground Level Ranch	East	Business Center
Adult Community	Penthouse	West	Curbs/ Gutters
Historical District	Split Level		Gated Entry Sidewalks
Non-Smoking Building		Lake/ Water	Street Lights
Assisted Living available for a fee		Park Park	Street Paved
□ Assisted Living available for a ree			Other
NEW/ PROPOSED CONSTRUCTIO	N OPTIONS:	DISABILITY ACCESS/ EQUIPMEN	
(Maximum of 6 selections)		Disability access and/or equipped	? Yes No
Air Purifier/ Humidifier	Rook Cedar/ Shakes/ tile	None None	Modified Wall Outlets
Appliance Package/ Allowance	Skylight(s)	2+ Access Exits	Main Level Entry
Basement/ Lower Level	Upgraded Carpet/ Pad/ Vinyl	32 inch or more Wide Doors	No Interior Outlets
Exterior Exit	Upgraded Interior	36 inch or more wide halls	No Interior Steps
Basement/ Lower Lever Finished	Exterior Door(s)	Chairlift	Other Main Level Modifications
Basement/ Lower Stubd in Bath	Vaulted/ Cathedral Ceilings	Doors - Pocket	Disable Parking
	Vinyl Clad Windows	Doors - Swing-in	Ramp - Main Level
Central Air Ready	Whirlpool Tub	Doors w/ Lever Handles	Roll - In Shower
Deck/ Patio/ Screened Porch	☐ Other ☐ Wood Windows	Entry Slope Less than 1 foot	Thresholds less than 5/8
Electrical Allowance	Lighting Allowance	Flashing Doorbell	of an inch
<ul> <li>Energy Efficient Package</li> <li>Exterior Brick/ Cedar</li> </ul>	Flooring Allowance	Flooring Modifications	Vehicle Transfer Area     Wheelchair Accessible
Fireplace	Wood Laminate Flooring	Grab Bars/ Bathroom(s)	Wheelchair Adaptable
Basement	Upgraded Siding	Hearing Modifications	Wheelchair Height Mailbox
Garage	Upgraded Roofing	Kitchen Modifications	Wheelchair Modifications
Hardwood/ Ceramic Floors	Upgraded Insulation	Low Bathroom Mirror(s)	Wheelchair Ramp(s)
Hot Tub/ Pool	Upgraded Cabinets & Counters	Low Closet Rods	Other - See Remarks
Landscaping	Zoned Heating/ Cooling	Low Pile Carpeting	(next page)
Oak Trim/ Oak Staircase	Floor Plan Modifications Allowed	Lower Fixtures	(next page)
		Lowered Light Switches	
LOT DIMENSIONS:			

(Example: 80 x 110)

REMARKS: (Maximum of 1000 characters with spaces. Feel free to submit by email to info@chicagoflatfee.com)

EXTERIOR BUILDING TYPE: (Maximum of 3 selections)  Aluminum Siding Vinyl Siding Steel Siding Brick Cedar Frame Block EIFS (e.g. Dryvit) Glass Log Masonite Shakes Stucco Stone Marble/ Granite Concrete Asbestos Siding Limestone Slate Other Clad Trim	LOT DESCRIPTION: (Maximum of 6 selections)         Beach         Chain of Lakes Frontage         Channel Front         Common Grounds         Cul-De-Sac         Dimensions to Center of Road         Fenced Yard         Forest Perverse Adjacent         Golf Course Lot         Nature Preserve Adjacent         Wetlands Adjacent         Horses Allowed         Irregular         Lake Front         Landscaped Professionally         Legal Non-conforming         Park Adjacent         Pond         River Front         Stream         Water Rights         Water View         Wooded         Rear of Lot	ROOF TYPE:         Asphalt/ Glass (Rolled)         Asphalt/ Glass (Shingles)         Metal         Rubber         Slate         Tar & Gravel         Tile         Wood Shakes/ Shingles         Other         Block         Brick         Concrete         Pillars         Reinforced Caisson         Stone         Wood         Other	EXTERIOR PROPERTY FEATURES: (Maximum of 6 selections)         Balcony         Deck         Patio         Porch         Greenhouse         Hot Tub         Roof Deck         Porch Screened         Gazebo         Storage Shed         Dog Run&/or Invisible Fence         Horse Barn/ Pole Barn         Tennis Court(s)         Screened Patio         Screend Patio         Screend Patio         Screed Deck         Stamped Concrete Patio         Brick Paver Patio         Boat Dock/ Mooring         Pool Above Ground         Pool In-Ground         Storms/ Screens         Grill-Outdoors         Outdoor Fireplace         Private Entrance         End Unit         Door Monitored by TV         Master Antenna         Cable Access
			Box Stalls     Crib     Machine Shed

Machine Shed
 Other Building

PARKING TYPE:						
□ None         □ Garage       Is parking included in the Price?         □ Exterior Space(s)       □ Yes						
GARAGE DETAILS: Garage On-Site? Yes No GARAGE TYPE: Attached Detached None # of Garage Spaces:	GARAGE OWNERSHIP: Owned Transferrable Lease Deeded Sold Separately* Fee/ Leased ** N/A Deeded Garage Cost: \$ (if sold separately) Fee/ Leased Garage Cost (if fee/ leased)		GARAGE DETAIL	Dpener(s) ) igh garage door		
PARKING DETAILS:         Parking On-Site?       Yes         PARKING OWNERSHIP:         Owned         Transferrable Lease         Deeded Sold Separately*         Fee/ Leased **         N/A         List # of Parking Spaces:	PARKING DETAILS: Assigned Spaces Unassigned Off Alley Off Street Side Apron Zoned Permit Visitor Parking Valet Underfround/ Covered Driveway None/ N/A	DRIVEWAY: Asphalt Brick Concrete Dirt Gravel Circular Shared Off Alley Side Drive Heated Other	(if sold separately	pace Cost: \$ ) ng Space Cost: \$		
INTERIOR FEATURES:         UNIT FLOOR LEVEL:       SQAURE FEET SO         Townhouse/ Half-Duplex       Appraiser         Basement       Assessor         Lower       Builder         Garden       Estimated         Approx. SF:       Other         Plans       Survey         Taped       Not Reported		# Rooms: #Bedrooms (All Leve # Full Bathrooms: # Half Bathrooms: _	s): Partial Walkout English None BASEMENT BATHROOM			
Full       Whin         Half       Sepa         Shared       Hand         None       Stead         Bide       Garc         Euro       Full         Doul       Doul	Ipool       Not         arate Shower       Fin         dicap Shower       Pa         m Shower       Ur         ble Sink       Cr         t       Ce         den Tub       Su         ppean Shower       Sla         Body Spray Shower       Ex         ble Shower       Otto         king Tub       Ro	nished irtially Finished ifinished awl illar ib-Basement ab	<ul> <li># Interior Fireplace</li> <li>FIREPLACE LOCATI</li> <li>Family Room</li> <li>Living Room</li> <li>Master Bedroom</li> <li>Basement</li> <li>Other</li> <li>Loft</li> <li>FIREPLACE DETAILS</li> <li>See through/ Multi</li> <li>Wood Burning</li> <li>Wood Burning Stoo</li> <li>Attached Fireplace</li> <li>Elecric</li> <li>Gas Logs</li> <li>Gas Starter</li> <li>Heatilator Type Sy</li> <li>Includes Accessori</li> <li>Portable/ Ventless</li> <li>Decorative Only</li> </ul>	ON: S: i Sided ve : Doors & Screen :stem es		

	(Maximum of 6 selections)		aminate Floors		ngomont
Vaulted/Cathedral Ceilings	Bar-Wet				-
Skylight(s)     Sauna/Steam Room			ubes/Light Tubes	1 <sup>st</sup> Floor La 2 <sup>nd</sup> Floor La	
	Hardwood Floors		r Bedroom	Pool Indoor	ſS
1 <sup>st</sup> Floor Full Bath					
ROOM DETAILS Room Name	Size (L x W)	Level	Floorin	ід Туре	Window Treatments
Living Room		Basement Walkout Lower Main Level 2 <sup>nd</sup> Level 3 <sup>rd</sup> Level 4 <sup>th</sup> Level Attic N/A	<ul> <li>Terracotta</li> <li>Carpet</li> <li>Stone</li> <li>Slate</li> <li>Travertine</li> <li>Granite</li> <li>Hardwood</li> <li>Sustainable</li> </ul>	<ul> <li>Marble</li> <li>Other</li> <li>Parquet</li> <li>Ceramic Tile</li> <li>Porcelain Tile</li> <li>Vinyl</li> <li>Wood Laminate</li> </ul>	<ul> <li>Blinds</li> <li>Curtains/Drapes</li> <li>Shades</li> <li>Plantation Shutters</li> <li>None</li> </ul>
Dining Room		Basement Walkout Lower Main Level 2 <sup>nd</sup> Level 3 <sup>rd</sup> Level 4 <sup>th</sup> Level Attic N/A	<ul> <li>Terracotta</li> <li>Carpet</li> <li>Stone</li> <li>Slate</li> <li>Travertine</li> <li>Granite</li> <li>Hardwood</li> <li>Sustainable</li> </ul>	<ul> <li>Marble</li> <li>Other</li> <li>Parquet</li> <li>Ceramic Tile</li> <li>Porcelain Tile</li> <li>Vinyl</li> <li>Wood Laminate</li> </ul>	<ul> <li>Blinds</li> <li>Curtains/Drapes</li> <li>Shades</li> <li>Plantation Shutters</li> <li>None</li> </ul>
Kitchen		Basement Walkout Lower Main Level 2 <sup>nd</sup> Level 3 <sup>rd</sup> Level 4 <sup>th</sup> Level Attic N/A	<ul> <li>Terracotta</li> <li>Carpet</li> <li>Stone</li> <li>Slate</li> <li>Travertine</li> <li>Granite</li> <li>Hardwood</li> <li>Sustainable</li> </ul>	<ul> <li>Marble</li> <li>Other</li> <li>Parquet</li> <li>Ceramic Tile</li> <li>Porcelain Tile</li> <li>Vinyl</li> <li>Wood Laminate</li> </ul>	<ul> <li>Blinds</li> <li>Curtains/Drapes</li> <li>Shades</li> <li>Plantation Shutters</li> <li>None</li> </ul>
Family Room		Basement Walkout Lower Main Level 2 <sup>nd</sup> Level 3 <sup>rd</sup> Level 4 <sup>th</sup> Level Attic N/A	<ul> <li>Terracotta</li> <li>Carpet</li> <li>Stone</li> <li>Slate</li> <li>Travertine</li> <li>Granite</li> <li>Hardwood</li> <li>Sustainable</li> </ul>	<ul> <li>Marble</li> <li>Other</li> <li>Parquet</li> <li>Ceramic Tile</li> <li>Porcelain Tile</li> <li>Vinyl</li> <li>Wood Laminate</li> </ul>	<ul> <li>Blinds</li> <li>Curtains/Drapes</li> <li>Shades</li> <li>Plantation Shutters</li> <li>None</li> </ul>
Laundry		Basement Walkout Lower Main Level 2 <sup>nd</sup> Level 3 <sup>rd</sup> Level 4 <sup>th</sup> Level Attic N/A	<ul> <li>Terracotta</li> <li>Carpet</li> <li>Stone</li> <li>Slate</li> <li>Travertine</li> <li>Granite</li> <li>Hardwood</li> <li>Sustainable</li> </ul>	<ul> <li>Marble</li> <li>Other</li> <li>Parquet</li> <li>Ceramic Tile</li> <li>Porcelain Tile</li> <li>Vinyl</li> <li>Wood Laminate</li> </ul>	<ul> <li>Blinds</li> <li>Curtains/Drapes</li> <li>Shades</li> <li>Plantation Shutters</li> <li>None</li> </ul>
Master Bedroom		Basement Walkout Lower Main Level 2 <sup>nd</sup> Level 3 <sup>rd</sup> Level 4 <sup>th</sup> Level Attic N/A	<ul> <li>Terracotta</li> <li>Carpet</li> <li>Stone</li> <li>Slate</li> <li>Travertine</li> <li>Granite</li> <li>Hardwood</li> <li>Sustainable</li> </ul>	<ul> <li>Marble</li> <li>Other</li> <li>Parquet</li> <li>Ceramic Tile</li> <li>Porcelain Tile</li> <li>Vinyl</li> <li>Wood Laminate</li> </ul>	<ul> <li>Blinds</li> <li>Curtains/Drapes</li> <li>Shades</li> <li>Plantation Shutters</li> <li>None</li> </ul>

ROOM DETAILS Room Name	Size (L x W)	Level	Flooring	Туре	Window Treatments
2nd Bedroom		Basement         Walkout         Lower         Main Level         2 <sup>nd</sup> Level         3 <sup>rd</sup> Level         4 <sup>th</sup> Level         Attic         N/A	<ul> <li>Terracotta</li> <li>Carpet</li> <li>Stone</li> <li>Slate</li> <li>Travertine</li> <li>Granite</li> <li>Hardwood</li> <li>Sustainable</li> </ul>	<ul> <li>Marble</li> <li>Other</li> <li>Parquet</li> <li>Ceramic Tile</li> <li>Porcelain Tile</li> <li>Vinyl</li> <li>Wood Laminate</li> </ul>	<ul> <li>Blinds</li> <li>Curtains/Drapes</li> <li>Shades</li> <li>Plantation Shutters</li> <li>None</li> </ul>
3rd Bedroom		Basement         Walkout         Lower         Main Level         2 <sup>nd</sup> Level         3 <sup>rd</sup> Level         4 <sup>th</sup> Level         Attic         N/A	<ul> <li>Terracotta</li> <li>Carpet</li> <li>Stone</li> <li>Slate</li> <li>Travertine</li> <li>Granite</li> <li>Hardwood</li> <li>Sustainable</li> </ul>	<ul> <li>Marble</li> <li>Other</li> <li>Parquet</li> <li>Ceramic Tile</li> <li>Porcelain Tile</li> <li>Vinyl</li> <li>Wood Laminate</li> </ul>	<ul> <li>Blinds</li> <li>Curtains/Drapes</li> <li>Shades</li> <li>Plantation Shutters</li> <li>None</li> </ul>
4th Bedroom		Basement         Walkout         Lower         Main Level         2 <sup>nd</sup> Level         3 <sup>rd</sup> Level         4 <sup>th</sup> Level         Attic         N/A	<ul> <li>Terracotta</li> <li>Carpet</li> <li>Stone</li> <li>Slate</li> <li>Travertine</li> <li>Granite</li> <li>Hardwood</li> <li>Sustainable</li> </ul>	<ul> <li>Marble</li> <li>Other</li> <li>Parquet</li> <li>Ceramic Tile</li> <li>Porcelain Tile</li> <li>Vinyl</li> <li>Wood Laminate</li> </ul>	<ul> <li>Blinds</li> <li>Curtains/Drapes</li> <li>Shades</li> <li>Plantation Shutters</li> <li>None</li> </ul>
ADDITIONAL ROOM CHOICES (Select	ct all that apply)				
2 <sup>nd</sup> Kitchen	Breakfast Room	🗌 Loft		Storage	
Atrium	Den	🗌 Maid's Ro	oom	Sun/Florida F	Room Heated
Attic	Dark Room	Media Ro	om	Tandem Roo	m
Balcony	Deck	Mud Room	m	Terrace	
Bar	Eating Area	Nursery		Theater Roor	n
Bonus	Enclosed Balcony	Office		Utility Room	
5 <sup>th</sup> Bedroom	Enclosed Porch	Pantry		Utility Room	
6 <sup>th</sup> Bedroom	Enclosed Porch Heater	d 🗌 Play Roor	n	Utility Room	Lower Level
7 <sup>th</sup> Bedroom	Exercise Room	Recreatio	n Room	Walk in Close	et
8 <sup>th</sup> Bedroom	Foyer	Screened	Porch	Workroom	
9 <sup>th</sup> Bedroom	Gallery	Sewing R	oom	Other	
10 <sup>th</sup> Bedroom	Game Room	Sitting Ro	oom	No Additiona	Rooms
11 <sup>th</sup> Bedroom	Great Room	Suite			
12 <sup>th</sup> Bedroom	Library	Study			
Room Name from Above	Size (L x W)	Level	Floorin	д Туре	Window Treatments
Other		Basement         Walkout         Lower         Main Level         2 <sup>nd</sup> Level         3 <sup>rd</sup> Level         4 <sup>th</sup> Level         Attic         N/A	<ul> <li>Terracotta</li> <li>Carpet</li> <li>Stone</li> <li>Slate</li> <li>Travertine</li> <li>Granite</li> <li>Hardwood</li> <li>Sustainable</li> </ul>	<ul> <li>Marble</li> <li>Other</li> <li>Parquet</li> <li>Ceramic Tile</li> <li>Porcelain Tile</li> <li>Vinyl</li> <li>Wood Laminate</li> </ul>	<ul> <li>None</li> <li>Blinds</li> <li>Curtains/Drapes</li> <li>Shades</li> <li>Plantation Shutters</li> </ul>

Room Name from Above		Size (L x W)	Level		Flooring Type	Window Treatments
Other			Basement         Walkout         Lower         Main Level         2 <sup>nd</sup> Level         3 <sup>rd</sup> Level         4 <sup>th</sup> Level         Attic         N/A	Car Stor Slat Tra Gra Har	he Parquet e Ceramic vertine Porcelain	Tile Plantation Shutters
Other			Basement         Walkout         Lower         Main Level         3 <sup>rd</sup> Level         4 <sup>th</sup> Level         Attic         N/A	Car Stor Slat Tra Gra Har	he Parquet e Ceramic vertine Porcelain	Tile Plantation Shutters
Other			Basement         Walkout         Lower         Main Level         3 <sup>rd</sup> Level         4 <sup>th</sup> Level         Attic         N/A	Car Stor Slat Tra Gra Har	he Parquet e Ceramic vertine Porcelain	Tile Plantation Shutters
DINING ROOM	KITCHEN TY	PE		APPLIA	NCES yer	AIR CONDITIONING
Separate Combined w/Living room Combined w/Famliy room L Shaped	<ul> <li>Eating Area-Brea</li> <li>Eating Area-Tab</li> <li>Galley</li> <li>Island</li> <li>Pantry-Butler</li> <li>Pantry-Closet</li> <li>Pantry-Walk-in</li> </ul>	Area-Table Space       Oven/Range         Microwave       Dishwasher         Dishwasher       Dishwasher Portable         Closet       Refrigerator		Di: CC Gr All W r CC	sposal impactor-Trash ill-Indoor Stainless Steel Appliances ine Cooler/Refrig. ook Top /en/ Built-in ange Hood	<ul> <li>Central Air</li> <li>Partial</li> <li>Space Pac</li> <li>1 - Window/Wall Unit</li> <li>2 - Window/Wall Units</li> <li>3 - Window/Wall Units</li> <li>Zoned</li> <li>None</li> <li>2 Separate Systems</li> </ul>
WATER	SEWER		ELECTRICITY		EQU	IPMENT
Lake Michigan	Septic – Mechanic         Septic – Private         Septic – Shared         Sewer – Public         Sewer Storm         Holding Tank/s         Overhead Sewers         Other	<ul> <li>Fuses</li> <li>200+</li> <li>150 A</li> <li>100 A</li> <li>60 An</li> <li>30 An</li> </ul>	t Breakers Amp service amp service amp service ap service ap service amp service or grea	ter	<ul> <li>Humidifier</li> <li>Water Softener Owned</li> <li>Water Softener- Rented</li> <li>Central Vacuum</li> <li>TV- Cable</li> <li>TV- Dish</li> <li>TV- Antenna</li> <li>TV- Rotor</li> <li>Security System</li> <li>Intercom</li> <li>Fire Sprinklers</li> </ul>	<ul> <li>CO Detectors</li> <li>Ceiling Fans</li> <li>Fan - Attic Exhaust</li> <li>Fan - Whole House</li> <li>Sump Pump</li> <li>Lawn Sprinkler</li> <li>Air Cleaner</li> <li>Air Exchanger</li> <li>Backup Sump Pump</li> <li>Radon Mitigation System(s)</li> <li>Power Generator</li> </ul>
ENERGY/GREEN BUILDING SOURCE	<b>G RATING</b>	GRE	EN FEATURES		HEA	T/FUEL
HERS INDEX SCORE  Energy Star Homes LEED-H Certified LEED-H Gold LEED H-Platinum NAHB Emerald NAHB Bronze NAHB Silver NAHB Silver Chicago Green Homes Other		Pre-wired f     Solar Hot V     Geotherma     Tankless h     Enhanced     Low flow c     Low flow flow	al Heating/Cooling S ot water heater Air Filtration ommode ixtures ught resistant lands Collection System		Gas         Electric         Oil         Propane         Solar         Forced Air         Hot Water/Steam         Baseboard         Radiant	<ul> <li>Gravity Air</li> <li>Heat Pump</li> <li>Radiators</li> <li>Space Heaters</li> <li>2+ Separate Heating Systems</li> <li>Individual Controls</li> <li>Zoned</li> <li>Other</li> <li>None</li> </ul>

TAX/ASSESSMENTS	Tax Exemptions	Special Assessments		Assessments/Association Dues \$	
Tax Year Taxes \$	<ul> <li>Homeowner</li> <li>Senior</li> <li>Senior Freeze</li> <li>Other</li> <li>None</li> </ul>	<ul> <li>Yes</li> <li>No</li> <li>Ui</li> <li>Special Service Area</li> <li>Yes</li> <li>No</li> <li>Included in Tax Bill</li> <li>If Special Service Area, enter Fee \$</li> </ul>	nknown	<ul> <li>Frequency N/A</li> <li>Annual</li> <li>Monthly</li> <li>Quarterly</li> <li>Voluntary</li> <li>If Master Association Fee, enter fee</li> <li>\$</li> </ul>	
ASSESSMENT/ASSOCIATION DUES	FEES/ APPR	ROVALS	SALE	TERMS	
INCLUDE THE FOLLOWING: Heat Air Conditioning Water Electric Gas Parking Tax Common Insurance Security Security Security System Doorman TV/Cable Club House	Fee for Fee for Fee for Intervie Letters Move in Move in Move o Refunda	<ul> <li>Credit Report</li> <li>Fee for Bike Room</li> <li>Fee for Health Club</li> <li>Fee for Pool</li> <li>Interview Req'd-Board Date</li> <li>Interview Req'd-Open Date</li> <li>Letters of Reference</li> <li>Move in Fee</li> <li>Move in Mon-Fri</li> <li>Move in Saturday</li> <li>Move Out Fee</li> <li>Refundable Damage Deposit</li> <li>Security Guard Fee</li> </ul>		<ul> <li>Conventional</li> <li>FHA</li> <li>VA</li> <li>Assumption - Conv.</li> <li>Assumption - FHA</li> <li>Assumption - VA</li> <li>Release Required</li> <li>Contract (Articles for Deed)</li> <li>Lease/ Purchase</li> <li>Owner May Help/ Assist</li> <li>Purchase Money mortgage</li> <li>Rent w/ Option</li> <li>Rewrite/ Blend</li> <li>Trade/ Exchange</li> </ul>	
Exercise Facilities	BUYER TAK	(ES POSSESSION		Cash Only Other	
<ul> <li>Pool</li> <li>Exterior Maintenance</li> <li>Lawn Care</li> <li>Scavenger</li> <li>Snow Removal</li> <li>Lake Rights</li> <li>Other</li> <li>None</li> <li>Wi-Fi</li> <li>Internet Access</li> </ul>	Negotia Specific Tenant	iate Back Required Ible I Date Is Rights Closing		eller/ Owner a licensed Real Estate Agent?	

### **Misc. Information**

Management Company Name:		
Management Company Contact Name:		
Management Company Contact Phone #:		
Owner of Record Name 1:		
Owner of Record Name 2:		
Owners Phone #:	Owners Email:	
Do you prefer to be contacted for showings via	Call Text	
Special Showing Instructions (2 hr notice dog in	crate etc.).	

Special Showing Instructions (2 hr notice, dog in crate etc.):

# Landmark Realtors Inc.

#### **Digital Media Usage Policy**

Landmark Realtors has the following Digital Media Usage Policy regarding the use of copyrighted materials including but not limited to photographs, virtual tours, renderings, sketches, or drawings (hereafter referred to as "materials") for a new listing submitted to the MLS.

Usage of copyrighted materials without permission is in violation to Federal Law. All photographs and other materials posted to the MLS and other websites must be the sole property of the Seller. Seller further agrees to reimburse Landmark Realtors for any MLS related fines incurred as a result of Seller's failure to comply with the copyright requirements detailed below.

Seller's Disclosure: (Initial where applicable)

\_\_\_\_\_ Seller commissioned a professional photographer through Landmark Realtors. Applies to all packages.

\_\_\_\_\_ Seller personally took the photographs to be included in the listing.

\_\_\_\_\_ Seller personally created the virtual tour and/or other materials to be included in the listing.

\_\_\_\_\_\_Seller contracted with a photographer and/or other professional to take the photo(s) and/or created the virtual tour and other materials which are to be included in the listing. Seller states that he/she personally owns the copyright to the material(s) and can provide a release and/or receipt from the photographer other professional if asked to do so. Documentation must indicate ownership and/or unlimited rights of copyrighted materials.

Seller is hereby responsible for any fines (minimum \$250.00) levied by the MLS against Landmark Realtors if it is determined that the materials are in violation of any copyright regulations. In addition, by signing this document, Seller is granting permission to Landmark Realtors to upload these materials to MRED and allow it to be displayed through MRED's services.

Usage of the photographs and other materials provided are to be used for the sole purpose of marketing the property, including distribution to the MLS, feeds, and syndication. The usage is limited to the duration of the listing.

Property Address: \_\_\_\_\_\_

Agreed to and Accepted by Seller(s):

Signature: \_\_\_\_\_\_

Signature: \_\_\_\_\_

Date of Acceptance:

Date of Acceptance:

\_\_\_\_\_/ \_\_\_\_\_/ \_\_\_\_\_

\_\_\_\_\_/ \_\_\_\_\_/ \_\_\_\_\_

Agreed to and Accepted by Landmark Realtors:

Signature: \_\_\_\_\_

Return Signed Document to info@chicagoflatfee.com





#### Illinois REALTORS® RESIDENTIAL REAL PROPERTY DISCLOSURE REPORT (765 ILCS 77/35)

NOTICE: THE PURPOSE OF THIS REPORT IS TO PROVIDE PROSPECTIVE BUYERS WITH INFORMATION ABOUT MATERIAL DEFECTS IN THE RESIDENTIAL REAL PROPERTY BEFORE THE SIGNING OF A CONTRACT. THIS REPORT DOES NOT LIMIT THE PARTIES' RIGHT TO CONTRACT FOR THE SALE OF RESIDENTIAL REAL PROPERTY IN "AS IS" CONDITION. UNDER COMMON LAW, SELLERS WHO DISCLOSE MATERIAL DEFECTS MAY BE UNDER A CONTINUING OBLIGATION TO ADVISE THE PROSPECTIVE BUYERS ABOUT THE CONDITION OF THE RESIDENTIAL REAL PROPERTY EVEN AFTER THE REPORT IS DELIVERED TO THE PROSPECTIVE BUYER. COMPLETION OF THIS REPORT BY THE SELLER CREATES LEGAL OBLIGATIONS ON THE SELLER; THEREFORE SELLER MAY WISH TO CONSULT AN ATTORNEY PRIOR TO COMPLETION OF THIS REPORT.

Property Address:

City, State & Zip Code: \_\_\_\_\_

Seller's Name:

This Report is a disclosure of certain conditions of the residential real property listed above in compliance with the Residential Real Property Disclosure Act. This information is provided as of \_\_\_\_\_\_, 20\_\_\_\_. The disclosures herein shall not be deemed warranties of any kind by the seller or any person representing any party in this transaction.

In this form, "aware" means to have actual notice or actual knowledge without any specific investigation or inquiry. In this form, a "material defect" means a condition that would have a substantial adverse effect on the value of the residential real property or that would significantly impair the health or safety of future occupants of the residential real property unless the seller reasonably believes that the condition has been corrected.

The seller discloses the following information with the knowledge that even though the statements herein are not deemed to be warranties, prospective buyers may choose to rely on this information in deciding whether or not and on what terms to purchase the residential real property.

The seller represents that to the best of his or her actual knowledge, the following statements have been accurately noted as "yes" (correct), "no" (incorrect), or "not applicable" to the property being sold. If the seller indicates that the response to any statement, except number 1, is yes or not applicable, the seller shall provide an explanation in the additional information area of this form.

	YES	NO	N/A	
1.				Seller has occupied the property within the last 12 months.
				(If "no," please identify capacity or explain relationship to property.)
2.				I currently have flood hazard insurance on the property.
3.				I am aware of flooding or recurring leakage problems in the crawl space or basement.
4.				I am aware that the property is located in a floodplain.
5.				I am aware of material defects in the basement or foundation (including cracks and bulges).
6.				I am aware of leaks or material defects in the roof, ceilings, or chimney.
7.				I am aware of material defects in the walls, windows, doors, or floors.
8.				I am aware of material defects in the electrical system.
9.				I am aware of material defects in the plumbing system (includes such things as water heater, sump pump, water treatment system, sprinkler system, and swimming pool).
10.				I am aware of material defects in the well or well equipment.
11.				I am aware of unsafe conditions in the drinking water.
12.				I am aware of material defects in the heating, air conditioning, or ventilating systems.
13.				I am aware of material defects in the fireplace or wood burning stove.
14.				I am aware of material defects in the septic, sanitary sewer, or other disposal system.
15.				I am aware of unsafe concentrations of radon on the premises.
16.				I am aware of unsafe concentrations of or unsafe conditions relating to asbestos on the premises.
17.				I am aware of unsafe concentrations of or unsafe conditions relating to lead paint, lead water pipes, lead plumbing pipes
				or lead in the soil on the premises.
18.				I am aware of mine subsidence, underground pits, settlement, sliding, upheaval, or other earth stability defects on the
				premises.
19.				I am aware of current infestations of termites or other wood boring insects.
20.				I am aware of a structural defect caused by previous infestations of termites or other wood boring insects.
21.				I am aware of underground fuel storage tanks on the property.
22.				I am aware of boundary or lot line disputes.
23.				I have received notice of violation of local, state or federal laws or regulations relating to this property, which violation
				has not been corrected.
24.				I am aware that this property has been used for the manufacture of methamphetamine as defined in Section 10 of the
				Methamphetamine Control and Community Protection Act.

**Note:** These disclosures are not intended to cover the common elements of a condominium, but only the actual residential real property including limited common elements allocated to the exclusive use thereof that form an integral part of the condominium unit.

Note: These disclosures are intended to reflect the current condition of the premises and do not include previous problems, if any, that the seller reasonably believes have been corrected.

If any of the above are marked "not applicable" or "yes", please explain here or use additional pages, if necessary:

Check here if additional pages used: \_\_\_\_\_

Seller certifies that seller has prepared this report and certifies that the information provided is based on the actual notice or actual knowledge of the seller without any specific investigation or inquiry on the part of the seller. The seller hereby authorizes any person representing any principal in this transaction to provide a copy of this report, and to disclose any information in the report, to any person in connection with any actual or anticipated sale of the property.

THE SELLER ACKNOWLEDGES THAT THE SELLER IS REQUIRED TO PROVIDE THIS DISCLOSURE REPORT TO THE PROSPECTIVE BUYER BEFORE THE SIGNING OF THE CONTRACT AND HAS A CONTINUING OBLIGATION, PURSUANT TO SECTION 30 OF THE RESIDENTIAL REAL PROPERTY DISCLOSURE ACT, TO SUPPLEMENT THIS DISCLOSURE PRIOR TO CLOSING.

Seller:	Date:
Seller:	Date:

THE PROSPECTIVE BUYER IS AWARE THAT THE PARTIES MAY CHOOSE TO NEGOTIATE AN AGREEMENT FOR THE SALE OF THE PROPERTY SUBJECT TO ANY OR ALL MATERIAL DEFECTS DISCLOSED IN THIS REPORT ("AS IS"). THIS DISCLOSURE IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THAT THE PROSPECTIVE BUYER OR SELLER MAY WISH TO OBTAIN OR NEGOTIATE. THE FACT THAT THE SELLER IS NOT AWARE OF A PARTICULAR CONDITION OR PROBLEM IS NO GUARANTEE THAT IT DOES NOT EXIST. THE PROSPECTIVE BUYER IS AWARE THAT THE PROSPECTIVE BUYER MAY REQUEST AN INSPECTION OF THE PREMISES PERFORMED BY A QUALIFIED PROFESSIONAL.

Prospective Buyer:	Date:	Time:
Prospective Buyer:	Date:	Time:

A COPY OF SECTIONS 5 THROUGH 65 OF ARTICLE 2 OF THE RESIDENTIAL REAL PROPERTY DISCLOSURE ACT IS AFFIXED HERETO AND SHOULD BE REVIEWED BY PROSPECTIVE BUYER.

#### **RESIDENTIAL REAL PROPERTY DISCLOSURE ACT**

#### **ARTICLE 2: DISCLOSURES**

#### 765 ILCS 77/5 et seq.

Section 5. Definitions: As used in this Act, unless the context otherwise requires the following terms have the meaning given in this section: "Residential real property" means real property improved with not less than one nor more than four residential dwelling units: units in residential cooperatives; or, condominium units including the limited common elements allocated to the exclusive use thereof that form an integral part of the condominium unit. The term includes a manufactured home as defined in subdivision (53) of Section 9-102 of the Uniform Commercial Code that is real property as defined in the Conveyance and Encumbrance of Manufactured Homes as Real Property and Severance Act. "Seller" means every person or entity who:

- (1) is a beneficiary of an Illinois land trust; or
- (2) has an interest, legal or equitable, in residential real property as:
  - i. an owner;
  - ii. a beneficiary of a trust;
  - iii. a beneficiary pursuant to testate disposition, intestate succession, or a transfer on death instrument; or
  - iv. a contract purchaser or lessee of a ground lease.

"Seller" does not include a party to a transfer that is exempt under Section 15 or a beneficiary who has both (i) never occupied the residential real property and (ii) never had management responsibility for the residential real property.

"Prospective buyer" means any person or entity negotiating or offering to become an owner or lessee of a ground lease of residential real property by means of a transfer for value to which this Act applies.

"Contract" means a written agreement by the seller and prospective buyer that would, subject to the satisfaction of any negotiated contingencies, require the prospective buyer to accept a transfer of the residential real property.

Section 10. Applicability. Except as provided in Section 15, this Act applies to any transfer by sale, exchange, installment land sale-contract, assignment of beneficial interest, lease with an option to purchase, ground lease or assignment of ground lease of residential real property.

Section 15. Seller Exemptions. A seller in any of the following transfers is exempt from this Act, regardless of whether a disclosure report is delivered:

(1) Transfers pursuant to court order, including, but not limited to, transfers ordered by a probate court in administration of an estate, transfers between spouses resulting from a judgment of dissolution of marriage or legal separation, transfers pursuant to an order of possession, transfers by a trustee in bankruptcy, transfers by eminent domain and transfers resulting from a decree for specific performance.

(2) Transfers from a mortgager to a mortgagee by deed in lieu of foreclosure or consent judgment, transfer by judicial deed issued pursuant to a foreclosure sale to the successful bidder or the assignee of a certificate of sale, transfer by a collateral assignment of a beneficial interest of a land trust, or a transfer by a mortgagee or a successor in interest to the mortgagee's secured position or a beneficiary under a deed in trust who has acquired the real property by deed in lieu of foreclosure, consent judgment or judicial deed issued pursuant to a foreclosure sale.

(3) Transfers by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust. As used in this paragraph, "trust' includes an Illinois land trust.

(4) Transfers from one co-owner to one or more other co-owners.

(5) Transfers from a decedent pursuant to testate disposition, intestate succession, or a transfer on death instrument.

(6) Transfers made to a spouse, or to a person or persons in the lineal line of consanguinity of one or more of the sellers.

(7) Transfers from an entity that has taken title to residential real property from a seller for the purpose of assisting in the relocation of the seller, so long as the entity makes available to all prospective buyers a copy of the disclosure report furnished to the entity by the seller.

(8) Transfers to or from any governmental entity.

(9) Transfers of newly constructed residential real property that has never been occupied. This does not include rehabilitation of existing residential real property.

Section 20. Disclosure Report Requirements. A seller of residential real property shall complete all items in the disclosure report described in Section 35. The seller shall deliver to the prospective buyer the written disclosure report required by this Act before the signing of a contract.

#### Section 25. Liability of seller.

(a) The seller is not liable for any error, inaccuracy, or omission of any information delivered pursuant to this Act if (i) the seller had no knowledge of the error, inaccuracy, or omission, (ii) the error, inaccuracy, or omission was based on a reasonable belief that a material defect or other matter not disclosed had been corrected, or (iii) the error, inaccuracy, or omission was based on information provided by a public agency or by a licensed engineer, land surveyor, structural pest control operator, or by a contractor about matters within the scope of the contractor's occupation and the seller had no knowledge of the error, inaccuracy, or omission.

(b) The seller shall disclose material defects of which the seller has actual knowledge.

(c) The seller is not obligated by this Act to make any specific investigation or inquiry in an effort to complete the disclosure statement.

Section 30. Disclosure report supplement. If, prior to closing, any seller becomes aware of an error, inaccuracy, or omission in any prior disclosure report or supplement after delivery of that disclosure report or supplement to a prospective buyer, that seller shall supplement the prior disclosure report or supplement with a written supplemental disclosure, delivered by any method set forth in Section 50.

#### Section 35. Disclosure report form. . . . [omitted]

#### Section 40. Material defect.

(a) If a seller discloses a material defect in the Residential Real Property Disclosure Report, including a response to any statement that is answered "yes" except numbers 1 and 2, and, in violation of Section 20, it is delivered to the prospective buyer after all parties have signed a contract, the prospective buyer, within 5 business days after receipt of that report, may terminate the contract or other agreement with the return of all earnest money deposits or down payments paid by the prospective buyer in the transaction without any liability to or recourse by the seller.

(b) If a seller discloses a material defect in a supplement to this disclosure report, the prospective buyer shall not have a right to terminate unless:

(i) the material defect results from an error, inaccuracy, or omission of which the seller had actual knowledge at the time the prior disclosure was completed and signed by the seller; (ii) the material defect is not repairable prior to closing; or (iii) the material defect is repairable

prior to closing, but within 5 business days after the delivery of the supplemental disclosure, the seller declines, or otherwise fails to agree in writing, to repair the material defect.

(c) The right to terminate the contract, however, shall no longer exist after the conveyance of the residential real property. For purposes of this Act the termination shall be deemed to be made when written notice of termination is delivered to at least one of the sellers by any method set forth in Section 50, at the contact information provided by any seller or indicated in the contract or other agreement. Nothing in subsection (a) or (b) shall limit the remedies available under the contract or Section 55.

Section 45. Other Law. This Act is not intended to limit remedies or modify any obligation to disclose created by any other statute or that may exist in common law in order to avoid fraud, misrepresentation, or deceit in the transaction.

Section 50. Delivery of disclosure report. Delivery of the Residential Real Property Disclosure Report provided by this Act shall be by:

(1) personal delivery or facsimile, email, or other electronic delivery to the prospective buyer at the contact information provided by the prospective buyer or indicated in the contract or other agreement;

(2) depositing the report with the United States Postal Service, postage prepaid, first class mail, addressed to the prospective buyer at the address provided by the prospective buyer or indicated on the contract or other agreement; or

(3) depositing the report with an alternative delivery service such as Federal Express or UPS, delivery charges prepaid, addressed to the prospective buyer at the address provided by the prospective buyer or indicated on the contract or other agreement.

For purposes of this Act, delivery to one prospective buyer is deemed delivery to all prospective buyers. Delivery to an authorized individual acting on behalf of a prospective buyer constitutes delivery to all prospective buyers. Delivery of the Report is effective upon receipt by the prospective buyer. Receipt may be acknowledged on the Report, in an agreement for the conveyance of the residential real property, or shown in any other verifiable manner.

Section 55. Violations and damages. If the seller fails or refuses to provide the disclosure report prior to the conveyance of the residential real property, the prospective buyer shall have the right to terminate the contract. A seller who knowingly violates or fails to perform any duty prescribed by any provision of this Act or who discloses any information on the Residential Real Property Disclosure Report that the seller knows to be false shall be liable in the amount of actual damages and court costs, and the court may award reasonable attorney's fees incurred by the prevailing party.

Section 60. Limitation of Action. No action for violation of this Act may be commenced later than one year from the earlier of the date of possession, date of occupancy or date of recording of an instrument of conveyance of the residential real property.

Section 65. Disclosure Report Form; Contents; Copy of Act. A copy of Sections 5 through 65 of Article 2 of this Act, excluding Section 35, must be printed on or as a part of the Residential Real Property Disclosure Report form.

Date provided to Buyer:

Seller: