

## LISTING AGREEMENT LANDMARK REALTORS



	Powered by LANDMARK
1.	This Agreement is dated this day of, by and between LANDMARK
	REALTORS ("Listing Broker") and ("Seller"). Seller designates
	WALDEMAR KOMENDZINSKI as their Agent affiliated with the Listing Broker.
2.	Seller desires to list on the Multiple Listing Services ("MLS") the real estate commonly known as:
	Street: Unit No (if applicable)
	City: County: State: Zip:
	Property Tax ID Number: (hereinafter the "Property")
3.	Seller agrees that \$ shall be the listing price for the Property, along with all improvements,
	offered for sale. Seller determined the listing price and the Listing Broker is not responsible for the listing price.
	Seller has the exclusive ability to modify the listing price, any modification shall be submitted in writing to the
	Listing Broker. Any Seller modifications to the listing price shall be submitted by the Listing Broker on the MLS.
4.	Seller warrants and represents that Seller will no later than at the time of closing be able to convey marketable or
	merchantable title to the Property. The Listing Broker shall be entitled to keep the professional service fee regardless

- 4. Seller warrants and represents that Seller with no fater than at the time of closing be able to convey marketable of merchantable title to the Property. The Listing Broker shall be entitled to keep the professional service fee regardless of whether Seller is able to establish marketable or merchantable title to the Property.
- 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:	



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



Chicago, IL 60630

## **Owner Contact Information**

Owner's Name:		
Address (if different from property liste	ed):	
City:	State:	Zip:
Owner Phone #:	Email Addres	\$\$:
<b>Property Information</b>		
Address:		Asking Price:
City:	Township:	State:Zip:
Subdivision:	Model:	Multiple PIN Numbers Ves No
Parcel # (PIN):		County:
Is this Property also listed for rent?		ide MLS# (if known):
Corporate Limits of - or- Unincorporat	ed:	

## 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 #:						
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 Unknow	n Built Before 1978: Yes No	Recent Rehab: 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:

TYPE DETACHED (Maximum of 1 selection + Hillside, Earth, Coach House or Teardown, if applicable) 1 Story 2 Stories 3 Stories 4+ Stories Coach House Earth Hillside Raised Ranch Split Level Split Level w/Sub Other Teardown Manufactured Modular	STYLE         (Maximum of 1 Selection)         American 4-Sq.         Bi-Level         Brownstone         Bungalow         Capecod         Colonial         Contemporary         Cottage         English         Farmhouse         French Provincial         Georgian         Greystone         Log         Mediterranean/Spanish         Prairie         Quead Level         Queen Anne         Ranch         Row House         Step Ranch         Traditional         Tri-Level         Tudor         Victorian         Other         Mid Level         A-Frame         Walk-Out Ranch	AGE (Maximum of 1 selection) 1 - 5 Years 6 - 10 Years 11 - 15 Years 16 - 20 Years 21 - 25 Years 26 - 30 Years 31 - 40 Years 51 - 60 Years 51 - 60 Years 51 - 60 Years 51 - 80 Years 91 - 100 Years 91 - 100 Years 91 - 100 Years 100+ Years NEW Will Build to Suit NEW Ready for Occupancy NEW Proposed Construction NEW Under Construction Unknown List Year Built:	NEW/PROPOSED CONSTRUCTION OPTIONS (Maximum of 6 selections)         Air Purifier/Humidifier         Appliance Package/Allowance         Basement/Lower Level Exterior Exit         Basement/Lower Level Finished         Basement/Lower Level Stubd in Bath         Central Air         Central Air Ready         Deck/Patio/Screened Porch         Electrical Allowance         Energy Efficient Package         Exterior Brick/Cedar         Fireplace         Basement         Garage         Hardwood/Ceramic Floors         Hot Tub/Pool         Landscaping         Oak Trim/Oak Staircase         Roof Cedar/Shakes/Tile         Skylight(s)         Upgraded Carpet/Pad/Vinyl         Upgraded Interior/Exterior Door(s)         Vaulted /Cathedral Ceilings         Vinyl Clad Windows         Lighting Allowance         Flooring Allowance         Flooring Allowance         Wood Laminate Flooring         Upgraded Siding         Upgraded Insulation         Upgraded Cabinets & Counters         Zoned Heating/Cooling         Floor Plan Modifications Allowed
GENERAL INFORMATION          School Bus Service         Commuter Bus         Commuter Train         Interstate Access         Flood Zone         Flood Zone (Partial)         Adult Community         Historical District         Assisted Living Service         *Available for a fee         None         EXPOSURE         N (North)         S (South)         E (East)         W (West)         City         Lake/Water         Park	AREA AMENITIES         (Maximum of 6 selections)         Clubhouse         Park/Playground         Pool         Tennis Court(s)         Horse-Community Barn         Horse Riding Area         Horse Riding Trails         Landing Strip         Pond/Lake         Dock - Community         Water Rights         Curbs/Gutters         Gated Entry         Sidewalks         Street Lights         Street Paved         Other         Disability access and/or equipped?         Yes       No	DISABILITY ACCESS/EQUIPMEN	NT DETAILS

<b>LOT DIMENSIONS:</b> (ex. 80' x 110')	L.	ACREAGE:	
	haracters with spaces. (Feel free to submit LOT SIZE (Maximum of 1 selection) Less than .25 acres .2549 Acres .5099 Acres 1.0-1.99 Acres 2.0-2.99 Acres .3.0-3.99 Acres .3.0-3.99 Acres .50-5.99 Acres .50-5.99 Acres .50-5.99 Acres .50-5.99 Acres .50-5.99 Acres .50-5.99 Acres .50-5.99 Acres .50-9.99 Acres .50-9.99 Acres .50-9.99 Acres .50-9.99 Acres .50-9.99 Acres .50-5.99 Acres .50-5.90 Acres .50-5.90 Acres .50-5.90	t by email to info@chicagoflatfee.com)  LOT DESCRIPTION (Maximum of 6 selections) Beach Chain of Lakes Frontage Channel Front Common Grounds Corner Cul-de-Sac Dimensions to Center of Road Fenced Yard Forest Preserve Adjacent Golf Course Lot Nature Preserve Adjacent Horses Allowed	<ul> <li>Irregular</li> <li>Lake Front</li> <li>Landscaped Professionally</li> <li>Legal Non-conforming</li> <li>Paddock</li> <li>Park Adjacent</li> <li>Pond</li> <li>River Front</li> <li>Stream</li> <li>Water Rights</li> <li>Water view</li> <li>Wooded</li> <li>Rear of Lot</li> </ul>
ROOF TYPE Asphalt/Glass (Rolled) Asphalt/Glass (Shingles) Metal Rubber Slate Tar & Gravel Tile Wood Shakes/Shingles Other	FOUNDATION 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 Screened Deck	<ul> <li>Stamped Concrete Patio</li> <li>Brick Paver Patio</li> <li>Boat Dock/Mooring</li> <li>Pool Above Ground</li> <li>Pool In - Ground</li> <li>Storms/Screens</li> <li>Grill - Outdoors</li> <li>Outdoor Fireplace</li> <li>2 Houses</li> <li>Breezeway</li> <li>Box Stalls</li> <li>Crib</li> <li>Machine Shed</li> <li>Other building</li> </ul>

INTERIOR PROPERTY FEATUR	ES (Maximum of 6 selections	)				
Vaulted/Cathedral Ceilings	Bar-Dry	Wood	Laminate Floors	In-Law Arra	angement	
Skylight(s)	Bar-Wet	Heated	l Floors	1 <sup>st</sup> Floor Laundry		
Sauna/Steam Room	Elevator	🗌 Solar T	ubes/Light Tubes	2 <sup>nd</sup> Floor La	aundry	
Hot Tub	Hardwood Floors	1 <sup>st</sup> Floo	or Bedroom	Pool Indoo	rs	
1 <sup>st</sup> Floor Full Bath						
ROOM DETAILS Room Name	Size (L x W)	Level	Level Flooring T		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 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 Type		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 (Selection	ct all that apply)					
2 <sup>nd</sup> Kitchen	Breakfast Room	🗌 Loft		Storage		
Atrium	Den	Maid's Room		Sun/Florida Room Heated		
Attic	Dark Room	🗌 Media Ro	om	Tandem Roo	m	
Balcony	Deck	Mud Room	m	Terrace		
Bar	Eating Area	Nursery		Theater Room		
Bonus	Enclosed Balcony	Office		Utility Room 1 <sup>st</sup> floor		
5 <sup>th</sup> Bedroom	Enclosed Porch	Pantry		Utility Room 2 <sup>nd</sup> floor		
6 <sup>th</sup> Bedroom	Enclosed Porch Heated	ed 🗌 Play Room		Utility Room Lower Level		
7 <sup>th</sup> Bedroom	Exercise Room	Recreation Room		Walk in Close	Walk in Closet	
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 Room No Additi		No Additiona	l 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	пд Туре	Window Treatments	
Other		Basement         Walkout         Lower         Main Level         2nd Level         3rd Level         4th 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>	Marble Other Parquet Ceramic Tile Porcelain Tile Vinyl Wood Laminate	<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 Sto Sto Sla Tra Gra Ha		Tile	<ul> <li>None</li> <li>Blinds</li> <li>Curtains/Drapes</li> <li>Shades</li> <li>Plantation Shutters</li> </ul>
Other			Basement Walkout Lower Main Level 3 <sup>rd</sup> Level 4 <sup>th</sup> Level Attic N/A	Car Sto Sto Sla Tra Gra Ha		Tile	<ul> <li>None</li> <li>Blinds</li> <li>Curtains/Drapes</li> <li>Shades</li> <li>Plantation Shutters</li> </ul>
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 Sto Sto Sla Tra Gra Har		Tile	<ul> <li>None</li> <li>Blinds</li> <li>Curtains/Drapes</li> <li>Shades</li> <li>Plantation Shutters</li> </ul>
DINING ROOM	KITCHEN TYP					AI	R CONDITIONING
Separate       Eating Area         Combined w/Living room       Eating Area         Combined w/Famliy room       Galley         L Shaped       Island         Pantry-Butte       Pantry-Walk		Space Ov Min Dis Dis Re Hig Re Fre	en-Double en/Range crowave shwasher shwasher Portable frigerator gh End Refrigerator frigerator-Bar eezer asher		ryer isposal ompactor -Trash rill-Indoor Il Stainless Steel Appliances line Cooler/Refrig. ook Top ven/ Built-in ange Hood	Pa     Sp     1 -     2 -     3 -     Zo     D     No	entral Air artial pace Pac - Window/Wall Unit - Window/Wall Units - Window/Wall Units oned one Separate Systems
WATER	SEWER		ELECTRICITY		EQU	IPMEN	Т
Public	Septic –Mechanical Septic – Private Septic – Shared Sewer – Public Sewer Storm Holding Tank/s Overhead Sewers Other	☐ 150 Ar ☐ 100 Ar ☐ 60 Am ☐ 30 Am	Breakers Amp service np service p service p service p service np service or greate		<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>	Ceilir Fan- Fan- Sum Lawr Air C Air E Back Rado	Detectors ng Fans Attic Exhaust Whole House p Pump n Sprinkler Cleaner Exchanger Exchanger Sump Pump on Mitigation System(s) er Generator
ENERGY/GREEN BUILDING SOURCE	RATING	GRE	EN FEATURES		HEA	T/FUEL	-
HERS INDEX SCORE		Pre-wired for     Solar Hot W     Geothermal     Tankless hot     Enhanced A     Low flow cot     Low flow fix     Native/drou	/ater Heating/Cooling Sy ot water heater vir Filtration ommode		Gas         Electric         Oil         Propane         Solar         Forced Air         Hot Water/Steam         Baseboard         Radiant	2+ Se	oump tors Heaters parate Heating Systems dual Controls

TAX/ASSESSMENTS	Tax Exemptions Homeowner Senior Senior Freeze Other None	Special Assessments         Yes       No         Special Service Area         Yes       No         Included in Tax Bill         If Special Service Area, enter Fee \$		Assessments/Association Dues    Frequency N/A  Annual  Monthly  Quarterly  Voluntary  If Master Association Fee, enter fee	
ASSESSMENT/ASSOCIATION DUES INCLUDE THE FOLLOWING: Heat Air Conditioning Water Electric Gas Parking Tax Common Insurance Security Security System Doorman TV/Cable	Credit I Fee for Fee for Fee for Intervie Letters Move ir Move ir Move ir Move ir Refund	FEES/ APPROVALS         Credit Report         Fee for Bike Room         Fee for Health Club         Fee for Pool         Interview Req'd-Board Date         Interview Req'd-Open Date         Letters of Reference         Move in Fee         Move in Saturday         Move Out Fee         Refundable Damage Deposit         Security Guard Fee		SALE TERMS  Conventional FHA VA Assumption - Conv. Assumption - FHA Assumption - VA Release Required Contract (Articles for Deed) Lease/ Purchase Owner May Help/ Assist Purchase Money mortgage Rent w/ Option Rewrite/ Blend	
<ul> <li>Club House</li> <li>Exercise Facilities</li> <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>	Closing Immed Lease B Negotia Specific Tenant Prior to Other	iate 3ack Required able		Trade/ Exchange Cash Only Other 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 #:			
Do you prefer to be contacted for showings via		□ Text	
Special Showing Instructions (2 hr notice dog in (	avata ata ).		

ecial Snowing Instructions (2 hr notice, dog in crate etc.): S

# 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: