

# Vacant Land

**Questions? Call (888) 276-9959**

**1. Please Fill Out Form and fax back to 888-615-0169 or scan and email back to [sales@bergproperties.com](mailto:sales@bergproperties.com)**

**2. Email pictures to [pictures@bergproperties.com](mailto:pictures@bergproperties.com)**

**3. Call us with any questions: 888-615-0169**

**4. Once we receive your form listing will be up and running in one business day.**

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Sellers Name (Owner of Record 1)

2nd Sellers Name (Owner of Record 2)

Phone Number for Inquiries

Email Address

2nd Contact Phone Number

## **Basic Listing Information**

\* Address of Land for Sale :

Subdivision Lot Number:

\* City :

\* Zip Code

\* County :

\* Permanent Index Number (PIN)

Rental Price :

( found on last years taxes also know as the parcel number )

\* Rental Unit:

## **General Information**

\* Directions to home :

Subdivision :

\* Elementary School District # :

Elementary School Name :

For Chicago put "299"

Not Required for City of Chicago

2nd/ Alternate Elementary School # :

\* Junior High School District # :

Junior High School Name :

For Chicago put "299"

Not Required for City of Chicago

2nd /Alternate Jr High/ Middle School # :

\* High School District # :  High School Name :

For Chicago put "299"

Not Required for City of Chicago

2nd /Alternate High School # :

\* **Type of ownership**  Condo  Fee Simple  Fee Simple w/ HO Assn.

On Water Front (Click box for Yes )

**\* General Information :**

School Bus Service  Commuter Train  Flood Zone  None

Commuter Bus  Interstate Access  Flood Zone (Partial)

Description of Your home (1000 Characters including spaces, If you hold an active real estate license you must disclose that fact )

**Land/Development :**

\* Lot Dimensions (frontage & clockwise):  Acreage :

Approx Land Sq Footage:  \* Zoning Type:

Actual Zoning :  \*Front Footage:

Total Listed Lots Avail:  \* Farm:  \* Building(s) on Land:

\* Lot Size:

**Farms Type:**

Cattle  Hobby  Mixed  Truck

Dairy  Hog  Nursery  Other

Grain  Horses

**Land Description:**

- |   |  |  |                                    |
|---|--|--|------------------------------------|
| <input type="checkbox"/> Beach                      | <input type="checkbox"/> Floodway                  | <input type="checkbox"/> Pasture       | <input type="checkbox"/> Terraced  |
| <input type="checkbox"/> Common Grounds             | <input type="checkbox"/> Horses Allowed            | <input type="checkbox"/> Pond/Lake     | <input type="checkbox"/> Tillable  |
| <input type="checkbox"/> Cleared                    | <input type="checkbox"/> Irregular                 | <input type="checkbox"/> Rolling Rural | <input type="checkbox"/> Wetland/s |
| <input type="checkbox"/> Dimensions to Center of... | <input type="checkbox"/> Landscaped Professionally | <input type="checkbox"/> Sloping       | <input type="checkbox"/> Wooded    |
| <input type="checkbox"/> Flag Lot                   | <input type="checkbox"/> Level                     | <input type="checkbox"/> Stream        | <input type="checkbox"/> Walk-out  |
| <input type="checkbox"/> Floodplain                 |  |  |                                    |

**Lot Description:**

- |  |   |   |  |
|--|---|---|--|
| <input type="checkbox"/> Chain of Lakes Frontage | <input type="checkbox"/> Forest Preserve Adjacent | <input type="checkbox"/> Lake Front           | <input type="checkbox"/> Park Adjacent |
| <input type="checkbox"/> Channel Front           | <input type="checkbox"/> Golf Course Lot          | <input type="checkbox"/> Legal Non-Conforming | <input type="checkbox"/> River Front   |
| <input type="checkbox"/> Corner                  | <input type="checkbox"/> Nature Preserve Adjacent | <input type="checkbox"/> Paddock              | <input type="checkbox"/> Water View    |
| <input type="checkbox"/> Cul-De-Sac              | <input type="checkbox"/> Wetlands Adjacent        |   |  |

**\* Current Use:**

- |   |  |   |  |
|---|--|---|--|
| <input type="checkbox"/> Agricultural/Land Only | <input type="checkbox"/> Industrial/Mfg        | <input type="checkbox"/> Office and Research      | <input type="checkbox"/> Residential-Single Family |
| <input type="checkbox"/> Agricultural/W Bldg    | <input type="checkbox"/> Legal Non Conforming  | <input type="checkbox"/> Planned Unit Development | <input type="checkbox"/> Retail                    |
| <input type="checkbox"/> Commercial             | <input type="checkbox"/> Liquor License        | <input type="checkbox"/> Platted                  | <input type="checkbox"/> Special Use               |
| <input type="checkbox"/> Conditional Use        | <input type="checkbox"/> Mobile Home           | <input type="checkbox"/> Recreational             | <input type="checkbox"/> Zoning Change Required    |
| <input type="checkbox"/> Condominium            | <input type="checkbox"/> Non Conforming        | <input type="checkbox"/> Residential-Estate       | <input type="checkbox"/> Other                     |
| <input type="checkbox"/> Estate                 | <input type="checkbox"/> No Development Status | <input type="checkbox"/> Residential-Multi-Family |  |

**\* Frontage/Access:**

- |  |                                       |  |  |
|--|---------------------------------------|--|--|
| <input type="checkbox"/> City Street   | <input type="checkbox"/> Interstate   | <input type="checkbox"/> Public Road         | <input type="checkbox"/> Township Road |
| <input type="checkbox"/> County Road   | <input type="checkbox"/> On Airstrip  | <input type="checkbox"/> Signal Intersection | <input type="checkbox"/> US Highway    |
| <input type="checkbox"/> Easement      | <input type="checkbox"/> Private Road | <input type="checkbox"/> State Road          | <input type="checkbox"/> Other         |
| <input type="checkbox"/> Frontage Road |                                       |  |  |

**\*Road Surface:**

- |                                  |                                   |                                       |                                |
|----------------------------------|-----------------------------------|---------------------------------------|--------------------------------|
| <input type="checkbox"/> Asphalt | <input type="checkbox"/> Concrete | <input type="checkbox"/> Gravel       | <input type="checkbox"/> Other |
| <input type="checkbox"/> Brick   | <input type="checkbox"/> Dirt     | <input type="checkbox"/> Tar & Gravel | <input type="checkbox"/> None  |

**House Features :**

**Basement Description :**

- Finished
- Crawl
- Sub-Basement
- Exterior Access
- Partially Finished
- Cellar
- Slab
- Other
- Unfinished

**Utilities :**

**Air Conditioning :**

- Central Air
- 1 (Window/Wall Unit)
- 3+ (Window/Wall Unit)
- None
- Partial
- 2 (Window/Wall Unit)
- Zoned
- 2 Separate Systems
- Space Pac

**\* Heat/Fuel :**

- Gas
- Forced Air
- Heat Pump
- Indv Controls
- Electric
- Hot Water/Steam
- Radiators
- Zoned
- Oil
- Baseboard
- Space Heater/s
- Other
- Propane
- Radiant
- 2+ Sep Heating Systems
- None
- Solar
- Gravity Air

**\* Utilities To Site:**

- Electric Nearby
- Sanitary Sewer Nearby
- Water-Community
- Well-Private
- Electric to Site
- Sanitary Sewer to Site
- Water-Municipal
- Well-Private Company
- Gas Nearby
- Septic-Mechanical
- Water-Nearby
- Well-Required
- Gas to Site
- Septic-Private
- Water-Private Company
- Well-Shared
- Holding Tank/s
- Septic System Required
- Water to Site
- None
- Holding Tank Required
- Sewer-Storm Available
- Well-Community

**Tax & Assessments :**

\* Tax Year :  \* Taxes :

**Tax Exemptions :**

- Homeowner
- Senior
- Other
- None

\* Special Assessments :  \* Special Service Area :

\* Special Service Area Fee:

\* Is Seller/Owner a Real Estate Agent ?  \* Compensation Paid on :

**\* Special Compensation Info :**

- Court Approval Required  
 Bonus
- Short Sale  
 Exception(s)
- Variable  
 None

\* Backup Package (Y/N):

**\* Additional Sales Information :**

- Exceptions-Call List Of...  
 Exclusions-Call List Of...  
 List Agent Must Accompany
- Home Warranty  
 Reserve Fee Required  
 Short Sale
- Court Approval Required  
 Pre-Foreclosure
- REO/Lender Owned  
 None

**Backup Info:**

- Aerial Map  
 Air/Mineral Rights  
 Appraisal  
 Assessments Unpaid  
 Covenants/Restrictions  
 Declarations/Bylaws  
 Deed Restrictions
- Demographics Nearby  
 Easements  
 Engineering Report  
 Environmental Audit  
 Farm Inventory  
 Historical District Available  
 Leases-Copies Available
- Legal-Description  
 Plans and Specs  
 RPTA Disclosure Form  
 Soil Borings  
 Soil Map  
 Soil Suitability Test
- Existing Survey  
 Tax Bill  
 Title Report  
 Topographic Maps  
 Traffic Counts  
 Other

**\* Time of Buyer Possession :**

- Closing  
 Immediate
- Negotiable  
 Prior to Closing
- Specific Date  
 Tenant's Rights
- Other  
 Harvest Rights

**Sale Terms:**

- Conventional  
 FHA  
 VA  
 Assumption-Conv  
 Assumption-FHA
- Assumption-VA  
 Release Required  
 Contract (Articles) for...  
 Lease/Purchase
- Owner May Help/ Assist  
 Purchase Money Mortgage  
 Rent w/ Option  
 Rewrite/Blend
- Trade/Exchange  
 Cash Only  
 Other  
 Land/Lease

Management Company Name :

Management Contact Name :

Management Contact Phone :

Can Owner Rent the Unit :

What year did you buy the property ?

# Exclusive Agency Listing Agreement

The undersigned ("Owners")  here by appoint Scott Berg of Berg Properties Inc ("Broker") as broker to help facilitate sale of the property ("Property") identified below and in the Property Profile ("Profile") hereby

tendered (the contents of which are hereby incorporated by reference hereto). Property is commonly known as: Street Address:

Unit #: (if any):  City:  State: IL Zip:

hereinafter referred to as "Property". The buyer's realtor (if any) hereinafter referred to as "Buyer's Broker".

## Broker Appointment

Broker is appointed to list the Property for sale on the MLS for the period set forth below, which period shall automatically terminate at 11:59 p.m. on the last day of such period unless extended by written agreement of Owners and Broker. The listing agreement shall

begin on  (begin date) and shall expire on  (end date). The maximum listing time period is one year. An end date of six months from the begin date will be in effect if the end date is left blank. Broker and Owners hereby agree that the Berg Properties team of Scott Berg and Mike Berg are being named as Owners exclusive designated agents under Owners Exclusive Agency Listing Agreement with Broker.

Owners may cancel this Agreement at anytime without cost (except when Buyer's Broker has already procured an acquiring party for the Property) by a signed letter faxed to (888)615-0169 or via email to support@bergproperties.com indicating the Property address and date of cancellation. There are no refunds. Upon signed notice of cancellation being received by Broker, listing will be cancelled on the MLS within 1 business day. Owners authorize Broker to place data about the property, including virtual tours and images depicting the property, in the MLS database compilation for dissemination to MLS Participants and Subscribers, and for further dissemination of such data to other internet data sources and aggregations as deemed appropriate by Broker. Owners also authorize Broker to report sales information about the property, including the price at which the property sold, to the MLS for dissemination to MLS Participants, Subscribers, and other licensees or users of the MLS database compilation.

## List Price

The listing price of the Property and all improvements that are offered for sale shall be \$

Owners are solely responsible for determining the appropriate listing price. The Property shall be initially offered at the price set forth above. Such price may be changed by Owner's written notice via fax to (888)615-0169, via email, or through Berg Properties support ticket system.

## Compensation

Owners agree to pay commissions as follows. Broker shall receive \$295 at the time of the execution and delivery of this Agreement. . Broker's fee is unequivocally earned by Broker and due when the Property is listed on the MLS. A Buyer's Broker, if any, shall be paid by the Owners at time of execution and delivery of the deed or installment agreement for deed for the Property ("closing") the commission

of  % of the sales contract price for the property. Commission offered the Buyer's agent shall be reduced by

\$250 which is payable to Broker. The commission offered may be changed by written agreement of Owners and Broker. If a buyer first looks at the Property without a Buyer's Broker but decides to use a Buyer's Broker to conclude the purchase, Owners agrees that they will pay the Buyer's Broker the above listed commission. If a buyer who was introduced to the property by a Buyer's Broker during the term of the listing, purchases the Property after termination of the listing, the Owners shall be responsible to pay the commission in the amount listed above. In connection with any litigation or dispute arising out of this Agreement or the listing created hereby, Owners shall pay all costs incurred by Broker in connection therewith, including reasonable attorneys' fees and costs. If Broker is sued or joined in an arbitration for a Buyer's Broker Commission due, Owners will be responsible for the full commission claimed.

## **Brokers Responsibilities**

Broker agrees to list the Property on the multiple listing service (MLS); Owners hereby authorize the submission of this Agreement to the MLS. Thereafter there are no refunds. Broker is being retained and compensated to list the Property on the MLS. Broker will however without consideration (1) make the changes Owners direct and (2) refer calls to Owners. Broker has no control over and does not screen those who view properties. Broker does not hold earnest money or other funds and Owners agree to comply with all state laws regarding the holding of such funds. Broker may cancel this agreement if in his sole judgment continuation of the listing would not be in the parties best interests by notice in writing (which may be by fax or email) two days prior to the effective date of cancellation. Broker has not and will not express opinions regarding the legal effect of the closing documents or the closing itself. Broker does not provide advice on preparation of disclosures documents. Owner needs to disclose any and all issues required per city, county, state and federal laws and should consult their attorney with any questions concerning disclosures. Broker agrees to perform duties in accordance with Illinois state law.

### **Broker will provide these services:**

1. Accepting delivery of and presenting to Owners offers and counteroffers to buy the Owners Property.
2. Assisting the Owners in developing, communicating, negotiating, and presenting offers, counteroffers, notices that relate to the offers and the counteroffers until a purchase agreement is signed and all contingencies are satisfied or waived and
3. Answering the Owners questions relating to the offers, counteroffers, notices and contingencies.

## **Owners Responsibilities**

Owners agrees to review the MLS property data information provided by the Broker once the home is listed on the MLS and notify the Broker of any and all inaccuracies or exclusions. After the review, the Owners agrees to assume all responsibilities for issues resulting from inaccurate or excluded data being displayed on the MLS and subsequent websites. Owners agree to handle showings and pay any Buyer's Broker who brings them a buyer (which includes those who viewed the Property before the date of this agreement) the commission indicated above. Owners are free to sell the Property themselves on an unlimited basis at anytime. When Owners (a) sign a real estate contract and (b) any contingency contained therein ends and (c) when the Property sale is closed, Owners shall within 24 hours of each event supply Broker in writing with the (a) contract date, (b) closing date, (c) sales price (d) name of title company and contact information and (e) the contingency provided for or satisfied. If Owners fail to do so Broker may be fined and Owners agree to reimburse Broker for such fines. In addition, in the event Broker is fined or held liable for any reason based upon Owners' conduct, Owners agree to reimburse Broker for such fines. Owners understand that Broker does not provide closing services and Owners will arrange for a qualified closing agent or attorney to conduct the closing. After closing, Owners will make sure that the title company, the Owners' attorney or other party send a copy of the Owner's and buyer's closing statements to the Broker so Broker can keep on file per Illinois State Law. Owners are solely responsible to accurately represent and communicate the true condition and attributes of their home in the Property Profile and to any and all buyers and third parties. Owners will disclose to all potential purchasers and third parties all material facts pertaining to the Property of which Owners are aware or which become known which could adversely and significantly affect an ordinary purchaser's use or enjoyment of the Property, or its intended use. It is the Owners responsibility to provide buyers of the property with evidence of clear title and also provide inspection reports, if any, when called for in a sales contract. Owner agrees to not to use the term "For Sale by Owner" in any advertisement or any webpage as it is a violation of MLS Rules and could result in fines and/or removal of property from the MLS. Owner agrees to pay any fine that results from the use of the term "For Sale by Owner" in any advertisement or webpage.

Owners agree not to use any pictures that they do not own or have the express written permission to use. Owners understand that the MLS imposes fines of \$250 per photo for the use of previous broker's pictures without their written permission. Owners agree to pay any MLS imposed fines associated with the use of pictures which the Owners do not have express written permission to use.

## **Fair Housing, Human Rights, Municipal Codes**

It is illegal for either the Owners or Broker to refuse to display or sell to any person because of person'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 local or municipal ordinances. Owners and Broker acknowledge they shall also be bound by the provisions of state and local (city and/or county) human rights or fair housing ordinances if any and agree to comply with same. Owners shall comply with the Real Estate Settlement Procedures Act of 1974, if applicable, and furnish all information required for compliance therewith, and, if applicable, Owners agree to comply with the Residential Real Property Disclosure Act. In other words, Owners are responsible for supplying any and all disclosure documents to prospective buyers including the lead paint disclosure, property disclosure, and radon disclosure reports. Chicago ordinances require that Chicago properties have smoke and carbon monoxide detectors present and in working condition. Owners agree to comply with such ordinances. Owners agree to comply with any and all such laws.

## General Terms

Broker is only providing services and advice outlined in this agreement and Broker recommends that Owners seek expert advice for legal, tax, inspection, survey, title, and all other matters not specifically outlined in this agreement in regards to this or any real estate transaction. Broker is not an expert in these areas nor does Broker provide advice on merits or advisability of any transaction nor assume any responsibility in these matters. In the event that Broker is found liable for noncompliance or for negligence in the performance of any of the terms of this agreement, the Owners damages will be limited to no more than the MLS listing fee set forth herein. Broker shall not be liable to Owners for any vandalism, theft or damage of any nature to Property, personal property and/or personal effects caused by third persons, but shall bear responsibility only for any damage or loss intentionally caused by Broker. No amendment or alteration to any of the terms or provisions of this Agreement, shall be made or be valid or binding except upon the written and signed agreement of Owners and Broker. Notwithstanding the preceding sentence, it is expressly provided that no amendment or alteration to the terms, with respect to the amount of commission or with respect to the time of payment of commission, shall be valid or binding unless made in writing and signed by the parties.

This Contract constitutes the entire agreement of the parties. All prior and contemporaneous negotiations, representations and understandings between the parties are embodied, contained within and set forth in this contract and no previous agreements, whether oral or written, shall have any effect or be binding upon the parties as to the issues discussed in the agreement.

This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their successors, assignees, heirs, executors and representatives, except that this Agreement may not be assigned by Owners without the prior written consent of Broker. This Agreement may not be assigned, sold or otherwise transferred to another broker without the express written consent of all parties to the original transaction brokerage agreement. Any provision of this Agreement which is illegal, invalid, prohibited or unenforceable shall be ineffective to the extent of any such illegality, invalidity, prohibition or unenforceability and this Agreement shall be construed in all respects as if such invalid or unenforceable provision or provisions were omitted without invalidating or impairing the remaining provisions hereof. Faxed signatures shall be deemed original signatures hereon and on all notices provided pursuant hereto.

Owners agrees to indemnify and hold harmless Broker and Broker's affiliated licensees, employees and agents for any and all claims, demands, suits, damages, actions, losses or expenses (including reasonable attorneys' fees) arising out of or relating to (i) Owners refusal, failure or inability to pay any and all compensation due to Buyer's Broker, (ii) the submission by Owners of inaccurate or incomplete listing information to Broker, and (iii) Owners' violation of any applicable federal, state or local law.

From time to time Broker may work with buyers that may become interested in Owners Property. If Broker brings Buyer that ends up purchasing Owners Property, Owners agrees to pay Broker the commission being offered to Buyers's Broker as listed above. The undersigned Owners, Broker, may undertake a dual representation (represent both the seller or landlord and the buyer or tenant) for the sale or lease of property. The undersigned acknowledge they were informed of the possibility of this type of representation. Before signing this document please read the following: Representing more than one party to a transaction presents a conflict of interest since both clients may rely upon Licensee's advice and the client's respective interests may be adverse to each other. Licensee will undertake this representation only with the written consent of ALL clients in the transaction. Any agreement between the clients as to a final contract price and other terms is a result of negotiations between the clients acting in their own best interests and on their own behalf. You acknowledge that Licensee has explained the implications of dual representation, including the risks involved, and understand that you have been advised to seek independent advice from your advisors or attorneys before signing any documents in this transaction

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

Owner(S) Signature(S) Date		Broker's Signature	Date
		Authorized Representative of Berg Properties Inc.	