

### **Exclusive Agency Rental Listing Agreement**

This MLS Rental Listing Agreement is made by and between \_\_\_\_\_ hereinafter referred to as the "Lessor" and Metro Realty, Inc., hereinafter referred to as "Broker". Lessor desires to list the property for rent in the Multiple Listing Service ("MLS"). The Property is commonly known as:

Address: \_\_\_\_\_ Unit # (if any) \_\_\_\_\_  
City \_\_\_\_\_, IL Zip \_\_\_\_\_ County \_\_\_\_\_

Broker is appointed to list the Property for rent on the MLS for the period set forth below, which period shall automatically terminate at 11:59 PM on the last day of such period unless extended by written agreement of Lessor and Broker. The listing period shall commence on \_\_\_\_/\_\_\_\_/\_\_\_\_ and shall expire on \_\_\_\_/\_\_\_\_/\_\_\_\_.

#### **Select Listing Package:**

☐ **\$99.00 Starter**

- Active 3 months
- 1 Photo
- Standard Listing on Realtor.com

☐ **\$199.00 Plus**

- Active 6 months
- Up to 25 Photos
- Showcased Listing on Realtor.com

☐ **\$249 Premium**

- Active 12 months
- Up to 25 Photos
- Showcased Listing on Realtor.com

#### **Above Options Include:**

1. Listing on local MLS & Realtor.com
2. Unlimited Listing Changes
3. Open House Advertising
4. Syndicated to MLS affiliated sites (Zillow, Trulia & More)
5. Access to Illinois Disclosure Forms

**Compensation.** Lessor agrees to pay Broker a flat fee as selected above **due and payable** upon execution of this MLS Listing Agreement. Broker agrees to list the Property in the local Multiple Listing Service and authorize the MLS to distribute the Lessor's MLS listing to the local MLS syndicated sites.

**Rental Price.** The Rental Price of the Property and any all improvements that are offered for rent shall be \$\_\_\_\_\_. Lessor is solely responsible for determining the appropriate Rental Price. Lessor reserves the right to amend the Rental Price.

**Cooperating Broker Commission: \$\_\_\_\_\_** This amount represents the amount you agree to pay to the Cooperating Broker at Closing. **The full commission is to be paid at closing.** If a Lessee first looks at the Property without a Lessee's Broker but decides to use a Lessee's Broker to conclude the rental, Lessor agrees that they will pay the Lessee's Broker the above listed commission. If a Lessee who is introduced to the Property by a Cooperating Broker during the term of the listing, rents the Property after termination of the listing, the Lessor shall be responsible to pay the commission as listed above. In connection with any litigation or dispute arising out to this Agreement, or the listing created as a result, Lessor shall pay all costs incurred by Broker hereto, including reasonable attorneys' fees and costs. If Broker is sued or joined in arbitration for a Lessee's Broker Commission due, Lessor will be responsible for the full commission claimed. The obligation to pay the Cooperating Broker Commission above, shall survive termination and continue until the closing when the said Cooperating Broker Commission is payable. Lessor shall pay said Cooperating Broker Commission if within 120 days after listing expiration date or termination, the Lessor enters into a Residential Lease to transfer the Property to any Lessee who was shown the Property by a Cooperating Broker during the term of the Listing Agreement.

**Changes:** Any changes to the Rental Price and/or Cooperating Broker's Commission need to be submitted **in writing** to Broker using *Broker Change Request Form* either via fax (630-599-8604) or email to (changes@aflatfee.com). Changes will be deemed accepted once updated on the MLS. All changes need to be in writing. Any changes requested that are not in writing will not be honored.

**Listing Broker's Duties.** In consideration of a flat fee due and payable upon execution of this MLS Listing Agreement, Broker and its licensees will provide those brokerage services as set forth in Section 15-75 of the Illinois Real Estate License Act of 2000 as follows: (1) accept delivery of and present to the client, offers and counteroffers to buy, sell or lease the client's property or the property the client seeks to purchase or lease; (2) assist the Lessor in developing, communicating, negotiating, and presenting offers, counteroffers, and notices that relate to the offers and counteroffers until a lease or purchase agreement is signed and all contingencies are satisfied or waived; and (3) answer the Lessor's questions relating to the offers, counteroffers, notices and contingencies. Broker is solely in the business of providing real estate brokerage services to its clients. Broker does not provide any legal advice. Broker will not express opinions regarding legal effect of closing documents or the closing itself. Broker does not provide advice on preparation of Disclosure documents.

**Designated Agent.** Broker designates Melanie Broderick, its Managing Broker, as the initial designated Listing Agent and reserves the right to appoint any other licensed agent in the Company as the listing agent upon written notice to Lessor. Broker shall not act as an escrow agent in connection with the rental of the listed property. Broker shall not act in a dual agency capacity, that is, to represent both Lessor and any prospective Lessee in the same transaction.

**Listing Broker's Option to Terminate.** Listing Broker reserves the right to terminate this Listing Agreement at any time for non-payment or if Lessor has subjected the Listing Broker to any claims arising out of Lessor's misrepresentations or negligence, or if at any time, continuation of listing would not be in the parties best interests by notice in writing (either by fax or email).

**Lessor(s) Option to Terminate.** In the event the Lessor wants to withdraw their Property from the market prior to the expiration of the Listing Agreement, Lessor may do so with no early termination fee by giving **written notice** to Broker via fax or email. The listing can only be cancelled when there is no Residential Lease pending on the Property involving a Lessee who was procured by a Cooperating Broker. Once the request for termination is validated by Broker, such termination shall be effective within 48 hours of receipt by Broker.

**Lessor Responsibilities.** Lessor agrees that during the listing period, Lessor will do the following:

1. Communicate to Broker in writing (via fax or email) within **24 hours** of acceptance of any offer or any change in status of the Property. Lessor further agrees to provide Broker with a copy of the executed Residential Lease along with any addenda and amendments (if any) and any and all required Disclosures within **48 hours** of Lease acceptance. Failure to report a change of status to Broker by Lessor may result in a fine to Broker by the MLS starting at \$100 per occurrence. The Lessor assumes all responsibility for any fines resulting from Lessor's delay in communicating status changes.
2. Lessor shall pay the commission noted above to the Lessee's Broker if (1) the Property is rented to a Lessee represented by a licensed real estate agent during the term of this Listing Agreement or (2) the Property is rented within 120 days of cancellation to a

Lessee that was introduced to the Property by a licensed real estate agent during the listing term.

3. Schedule and perform all showings of the Property and perform all open houses without Broker's assistance.
4. Make all legally required Illinois Disclosures available to any prospective Lessee or Lessee's broker, including but not limited to disclosing all known information on lead based paint and radon hazards. Lessor acknowledges that Lessor has been informed of the responsibilities imposed upon Lessor under the Residential Real Property Disclosure Act. Lessor agrees to comply with the requirements of this Act to the best of Lessor's ability and to not knowingly give any false or inaccurate information regarding the Disclosures required by the Act.
5. Broker shall be held harmless for any and all liability, claim, judgment, obligations or demands, including reasonable attorneys' fees, arising as a result of the Lessor's use of a lock box, or the actions of potential customers or selling agents.
6. Lessor agrees to seek 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.

**For Private Party Sales.** Under this Listing Agreement, the Lessor can rent the Property to any Lessee not procured or introduced by a Cooperating Broker, in which case **NO** Cooperating Broker's Commission is due. Lessor agrees to notify Broker within 24 hours when a Residential Lease is executed on the Property.

**Fair Housing, Human Rights, Municipal Codes.** It is illegal for either Lessor or Broker to refuse to display or rent 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. Lessor and Broker acknowledge that 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.

**Marketable Title Clause.** Lessor warrants and represents that he or she is properly authorized to enter into the Agreement. This Agreement shall be binding on all heirs, successors, and assignees of the Lessor.

Lessor agrees to honestly state the dimensions, characteristics and condition of the Property to be entered into the MLS to the best of their knowledge. Broker assumes no liability for inaccuracies, errors or misstatements made by the Lessor. Broker does not conduct a survey of the Property to verify accuracy of any information provided by the Lessor and shall not to be held responsible for the accuracy of the information. Lessor has reviewed the information shown on Broker's Listing Agreement and Property Input Form and hereby acknowledges that the completed information is accurate, true and correct. Lessor also agrees to review the MLS listing sheet for accuracy and inform Broker of any errors so that they may be corrected. Lessor agrees to indemnify and to save and hold harmless Broker and those relying on information contained in this Agreement for and against damages resulting from any inaccuracy and/or the Lessor's failure to disclose any information. Lessor agrees that the liability of Broker and its agents is limited and capped at the listing fee paid.

**Lessor's Marketing Authorization.** Lessor acknowledges that neither Listing Broker nor selling broker or any Multiple Listing Service is an insurer against the loss of the Lessor's personal property. Lessor is advised to safeguard or remove valuables now located on said Property. Further, Lessor acknowledges that Listing Broker may have an obligation to release

information as to the amount of rental price and number of days on market to any multiple listing services of which Listing Broker is a member.

Lessor agrees to save and hold Broker and Listing Agent harmless from all claims, disputes, litigation, judgments, and costs (including reasonable attorney's fees) arising from Lessor's breach of this Agreement, from any incorrect information or misrepresentation supplied by Lessor or from any material facts, including latent defects, that are known to Lessor that Lessor fails to disclose. In connection with any litigation arising out of this Agreement, Broker shall be entitled to recover all costs incurred including reasonable attorneys' fees for services rendered in connection with such litigation, including appellate proceedings and post judgment proceedings. Should it be determined by any MLS board or any arbitration committee or court that commissions were due to a Cooperating Broker, the Lessor agrees to promptly pay such amounts and/or damages in addition to any out of pocket costs incurred by Broker. Any time spent by Brokers representatives to resolve and/or attend such litigation or arbitration will be billed at \$350 per hour, which the Lessor agrees to pay. The Lessor understands that they are indemnifying Broker of any and all claims arising from Lessor non-payment of commissions.

Any provision of this Agreement which is invalid, prohibited, illegal or unenforceable shall be ineffective to the extent of any such terms and this Agreement shall be construed in all respects as if such invalid or unenforceable provision or provisions were omitted without invalidating the remaining provisions hereof. This Listing Agreement summarizes the understanding in its entirety and any changes must be in writing and jointly executed by all parties.

A signature transmitted by fax and/or scanned and emailed shall be deemed to have the same effect as an original signature.

Agreed to and Accepted by **Lessor(s)**:

Signature:

Signature:

Agreed to and Accepted by **Metro Realty, Inc.**

Signature:

Date of Acceptance:

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

Date of Acceptance:

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

Send completed documents to [support@aflatfee.com](mailto:support@aflatfee.com) or fax to (630) 599-8604

## Basic Information

Property Type

Residential

Office Exclusive

No

List Agent

Cust Serv MARKETLINX

Enter agent name or login

Office Exclusive Date

Enter date in any standard format

Co-List Agent

Enter agent name or login

List Date

Enter date in any standard format

List Price

Expire Date

Enter date in any standard format

Listing Type

## Location

Str. No/Street  
Dir Prefix

Street Name

City/  
State/Postal  
Code

County

## Legal

Agent Owned

Minimum CC

Taxes

Tax Year

TaxID

Owner

Second Owner

Subdivision Y/ N

Subdivision

CFD Available

Radon Disclosure

Seller Disclosure

Lead Based  
Disclosure

REO

School District

Elementary School

Middle School

High School

Legal Description

characters left

## Site

Lot SF

Apx Lot Dim

Acres Apx

This is a calculated field

Zoning

Sewer

Water

Lake Y/ N

Lake Name

Building
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10/10

\_\_\_\_\_

*This is a calculated field*

10/10

*This is a calculated field*

10

11



10



10/10

*This is a calculated field*

10/10/2019

11

## Rooms

**Level**[illegible]

## MISC

Virtual Tour Y/ N

Allow VOW Blog  
Comments: Y/ N

No

Virtual Tour URL

Example: <http://www.website.com>

Possession

Allow VOW (AVM):  
Y/ N

No

Allow Internet  
Address: Y/ N

No

Internet Y/ N

## Directions

Directions

characters left

## Remarks

Public Remarks

characters left

Agent Only Remarks

characters left

## Showing Instructions

Showing  
Instructions

characters left

Lock Box

Lockbox Serial/ Code

## Coded Features

APPLIANCES (0 / 14)	BATH 1 (0 / 4)	BATH 2 (0 / 4)	BATH 3 (0 / 4)	BATH 4 (0 / 4)	BATH 5 (0 / 4)
<input type="checkbox"/> Built-In <input type="checkbox"/> Dishwasher <input type="checkbox"/> Disposal <input type="checkbox"/> Dryer <input type="checkbox"/> Freezer <input type="checkbox"/> Microwave <input type="checkbox"/> None <input type="checkbox"/> Other <input type="checkbox"/> Oven <input type="checkbox"/> Range <input type="checkbox"/> Range Hood <input type="checkbox"/> Refrigerator <input type="checkbox"/> Trash Compactor <input type="checkbox"/> Washer	<input type="checkbox"/> Lavatory <input type="checkbox"/> Shower <input type="checkbox"/> Toilet <input type="checkbox"/> Tub	<input type="checkbox"/> Lavatory <input type="checkbox"/> Shower <input type="checkbox"/> Toilet <input type="checkbox"/> Tub	<input type="checkbox"/> Lavatory <input type="checkbox"/> Shower <input type="checkbox"/> Toilet <input type="checkbox"/> Tub	<input type="checkbox"/> Lavatory <input type="checkbox"/> Shower <input type="checkbox"/> Toilet <input type="checkbox"/> Tub	<input type="checkbox"/> Lavatory <input type="checkbox"/> Shower <input type="checkbox"/> Toilet <input type="checkbox"/> Tub

BATH 6 (0 / 4)	COOLING (0 / 7)	DRIVE CONSTRUCTION (0 / 9)	EXTERIOR APPEAR (0 / 10)
<input type="checkbox"/> Lavatory <input type="checkbox"/> Shower <input type="checkbox"/> Toilet <input type="checkbox"/> Tub	<input type="checkbox"/> Central <input type="checkbox"/> Geothermal <input type="checkbox"/> Heat Pump <input type="checkbox"/> None <input type="checkbox"/> Other <input type="checkbox"/> Wall <input type="checkbox"/> Window	<input type="checkbox"/> Aggregate <input type="checkbox"/> Asphalt <input type="checkbox"/> Brick <input type="checkbox"/> Concrete <input type="checkbox"/> Dirt <input type="checkbox"/> Gravel <input type="checkbox"/> None <input type="checkbox"/> Other <input type="checkbox"/> White Rock	<input type="checkbox"/> Aluminum <input type="checkbox"/> Asbestos <input type="checkbox"/> Asphalt Shingle <input type="checkbox"/> Block <input type="checkbox"/> Brick <input type="checkbox"/> Cement Siding <input type="checkbox"/> Limestone <input type="checkbox"/> Log Home <input type="checkbox"/> Masonite <input type="checkbox"/> Other <input type="checkbox"/> Shake <input type="checkbox"/> Shingle <input type="checkbox"/> Slate <input type="checkbox"/> Steel <input type="checkbox"/> Stone <input type="checkbox"/> Stucco <input type="checkbox"/> Vinyl <input type="checkbox"/> Wood

FEATURES EXTERIOR (0 / 54)			
<input type="checkbox"/> Above ground pool <input type="checkbox"/> Antenna <input type="checkbox"/> Asphalt Parking <input type="checkbox"/> Boat House <input type="checkbox"/> Brick Trim <input type="checkbox"/> Circle Drive <input type="checkbox"/> Concrete Parking <input type="checkbox"/> Courtyard <input type="checkbox"/> Deck <input type="checkbox"/> Dock <input type="checkbox"/> Fenced Yard <input type="checkbox"/> Fruit Trees <input type="checkbox"/> Garage Opener <input type="checkbox"/> Garden	<input type="checkbox"/> Gazebo <input type="checkbox"/> Generator <input type="checkbox"/> Greenhouse <input type="checkbox"/> Ground Lvl Access <input type="checkbox"/> Guest House <input type="checkbox"/> Handicap Access <input type="checkbox"/> Horses Allowed <input type="checkbox"/> Hot Tub <input type="checkbox"/> In-ground Pool <input type="checkbox"/> Lake Access <input type="checkbox"/> Lakeview <input type="checkbox"/> Landscaped <input type="checkbox"/> Large Trees <input type="checkbox"/> Level	<input type="checkbox"/> Other <input type="checkbox"/> Outbuildings <input type="checkbox"/> Outdoor Sign <input type="checkbox"/> Pasture <input type="checkbox"/> Patio <input type="checkbox"/> Patio Enclosed <input type="checkbox"/> Pond <input type="checkbox"/> Pool <input type="checkbox"/> Porch <input type="checkbox"/> Propane Tank - Leased <input type="checkbox"/> Propane Tank - Owned <input type="checkbox"/> Rolling <input type="checkbox"/> Satellite Dish <input type="checkbox"/> Sauna	<input type="checkbox"/> Screened Porch <input type="checkbox"/> Shed <input type="checkbox"/> Sloping <input type="checkbox"/> Sprinkler System <input type="checkbox"/> Tennis Court <input type="checkbox"/> Terraced <input type="checkbox"/> Tillable <input type="checkbox"/> Underground Pet Fence <input type="checkbox"/> Water Frontage <input type="checkbox"/> Wheel Chair Accessible <input type="checkbox"/> Wooded <input type="checkbox"/> Workshop Area

FEATURES INTERIOR (0 / 49)			
<input type="checkbox"/> Attic Fan <input type="checkbox"/> Breakfast Nook <input type="checkbox"/> Cable TV <input type="checkbox"/> Carbon Monoxide Detector <input type="checkbox"/> Carpeted Floors <input type="checkbox"/> Cathedral Ceiling <input type="checkbox"/> Ceiling Fan <input type="checkbox"/> Central Vacuum <input type="checkbox"/> Ceramic Tile Floor <input type="checkbox"/> Drywall <input type="checkbox"/> Electronic Air Cinr <input type="checkbox"/> Fireplace Gas <input type="checkbox"/> Fireplace Wood	<input type="checkbox"/> Fireplace-Bedroom <input type="checkbox"/> Fireplace-Livingroom <input type="checkbox"/> Garage Opener <input type="checkbox"/> Hardwood Floors <input type="checkbox"/> Hot Tub <input type="checkbox"/> In-Law Aptmt <input type="checkbox"/> Insul Glass Window <input type="checkbox"/> Intercom <input type="checkbox"/> Jetted Tub <input type="checkbox"/> Lake View <input type="checkbox"/> Laminate Flooring <input type="checkbox"/> Paneling <input type="checkbox"/> Pantry	<input type="checkbox"/> Plaster <input type="checkbox"/> Pool <input type="checkbox"/> Replacement Windows <input type="checkbox"/> Sauna <input type="checkbox"/> Security System <input type="checkbox"/> Skylight <input type="checkbox"/> Slate Floor <input type="checkbox"/> Smoke Alarm <input type="checkbox"/> Smoke Detector <input type="checkbox"/> Sprinkler System <input type="checkbox"/> Sump Pump <input type="checkbox"/> Sunken Tub <input type="checkbox"/> Vinyl Floor	<input type="checkbox"/> Walk-in Closet <input type="checkbox"/> Wallpaper <input type="checkbox"/> Water Conditioner <input type="checkbox"/> Water Softener <input type="checkbox"/> Wet Bar <input type="checkbox"/> Whirlpool <input type="checkbox"/> Whole Hse Fan <input type="checkbox"/> Wood Stove <input type="checkbox"/> Workshop Area <input type="checkbox"/> Zoned Heat Sys

<b>FOUNDATION TYPE (0 / 4)</b> <input type="checkbox"/> Basement <input type="checkbox"/> Pier <input type="checkbox"/> Block <input type="checkbox"/> Poured Concrete <input type="checkbox"/> Brick <input type="checkbox"/> Slab <input type="checkbox"/> Cellar <input type="checkbox"/> Unfinished <input type="checkbox"/> Crawl <input type="checkbox"/> Walkout <input type="checkbox"/> Finished <input type="checkbox"/> Full <input type="checkbox"/> None <input type="checkbox"/> Other <input type="checkbox"/> Partial		<b>GARAGE (0 / 6)</b> <input type="checkbox"/> 1 Car <input type="checkbox"/> Opener <input type="checkbox"/> 1.5 Car <input type="checkbox"/> Other <input type="checkbox"/> 2 Car <input type="checkbox"/> 2.5 Car <input type="checkbox"/> 3 Car <input type="checkbox"/> 4 Car <input type="checkbox"/> Attached <input type="checkbox"/> Carport <input type="checkbox"/> Detached <input type="checkbox"/> None		<b>HEAT (0 / 5)</b> <input type="checkbox"/> Electric <input type="checkbox"/> Other <input type="checkbox"/> Floor Furnace <input type="checkbox"/> Propane <input type="checkbox"/> Forced Air <input type="checkbox"/> Radiant Heat <input type="checkbox"/> Gas <input type="checkbox"/> Solar <input type="checkbox"/> Geothermal <input type="checkbox"/> Unit Heater <input type="checkbox"/> Gravity <input type="checkbox"/> Wall Furnace <input type="checkbox"/> Heatpump <input type="checkbox"/> Wood <input type="checkbox"/> Hot Water <input type="checkbox"/> None <input type="checkbox"/> Oil		<b>PORCH (0 / 4)</b> <input type="checkbox"/> 4-Season <input type="checkbox"/> Front <input type="checkbox"/> Glassed <input type="checkbox"/> None <input type="checkbox"/> Open <input type="checkbox"/> Other <input type="checkbox"/> Rear <input type="checkbox"/> Screened
<b>ROOF (0 / 4)</b> <input type="checkbox"/> Asphalt/Fiberglass <input type="checkbox"/> Composite <input type="checkbox"/> Metal <input type="checkbox"/> Other <input type="checkbox"/> Rubber <input type="checkbox"/> Shake <input type="checkbox"/> Shingle <input type="checkbox"/> Slate <input type="checkbox"/> Tile	<b>TAX EXEMPTION (0 / 3)</b> <input type="checkbox"/> Dis. Person <input type="checkbox"/> Dis. Vet <input type="checkbox"/> Home Improvement <input type="checkbox"/> Homestead <input type="checkbox"/> None <input type="checkbox"/> Other <input type="checkbox"/> Owner Occupied <input type="checkbox"/> Returning Vet <input type="checkbox"/> Sr. Citizens Freeze <input type="checkbox"/> Sr. Homestead		<b>WATER HEATER (0 / 6)</b> <input type="checkbox"/> Electric <input type="checkbox"/> Gas <input type="checkbox"/> Geothermal <input type="checkbox"/> None <input type="checkbox"/> Other <input type="checkbox"/> Propane			