

**EXCLUSIVE AGENCY LISTING AGREEMENT**

The undersigned ("Owners") hereby appoint the undersigned broker ("Broker") to sell the property ("Property") identified below and in the Property Profile ("Profile") hereby tendered (the contents of which are hereby incorporated by reference hereto).

1. (a) Broker is appointed to sell the Property for the period set forth below and in the Profile, 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. Broker agrees to list the Property on the multiple listing service (MLS) and Owners hereby authorize such MLS listing.

(b) The Property shall be initially offered at the price set forth below and in the Profile. Such price may be changed by written agreement of Owners and Broker. Owners agree to pay commissions as follows. Broker shall receive the listing fee for the State where the Property is located at the time of the execution and delivery of this Agreement. A cooperating broker, if any, shall be paid at time of execution and delivery of the deed or installment agreement for deed for the Property ("closing") the commission set forth below and in the Profile, which may be changed by written agreement of Owners and Broker. Broker's fee is unequivocally earned and due when the Property is listed on the MLS. Thereafter there are no refunds other than pursuant to the terms of the Guarantee which appear at www.forlessmls.com.

2. (a) 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. 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.

(b) It is illegal for either the owners or 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 protected class. 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.

(c) Broker is being retained and compensated solely 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 is not otherwise acting as Owners' agent or in any other capacity. Thus Owners agree to handle showings and pay any broker who brings them a buyer the commission indicated below. Owners are free to sell the Property themselves on an unlimited basis at anytime. Broker has no control over and does not screen those who view properties.

3. (a) Owners may cancel this Agreement at anytime without cost (except when Broker has already procured an acquiring party for the Property) by a signed letter faxed to Broker indicating the Property address and date of cancellation. Broker may cancel this agreement if in its 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.

(b) Owners shall comply with the Real Estate Settlement Procedures Act of 1974, if applicable, and furnish all information required for compliance therewith. Owners are responsible for supplying any and all disclosure documents to prospective buyers including any necessary lead paint disclosure and property disclosure reports. Owners hereby agree to indemnify and hold Broker harmless if any listing information is inaccurate, the buyer's broker does not receive the commission due or Owners violate applicable law.

(c) Owners agree that before they seek to charge-back any charges made to a credit card in connection with this Agreement whether for Broker's commission, fines or otherwise, they shall as preconditions first notify Broker by certified mail, return receipt requested, at FSBO, 4137 N. Hermitage Avenue, Chicago, Il. 60613 of their desire and then discuss the same with Broker at 773-248-4905. If such preconditions are met, a chargeback is attempted and Broker obtains initial re-crediting of the chargeback, Owners' credit card shall be charged \$500 for each chargeback which by their signature they hereby irrevocably authorize. If such preconditions are not met and a chargeback is attempted, Owners' credit card will be charged \$500 for each chargeback which by their signature they hereby irrevocably authorize.

4. 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. 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. In connection with any litigation or dispute arising out of this Agreement or the listing created hereby, Broker shall recover all costs incurred including all attorneys' fees and costs by charge to Owners' credit card which by their signature they hereby authorize. If Broker is sued or joined in an arbitration for a cooperating broker's commission, Owners shall immediately pay the amount claimed plus \$1,000 (whether or not Broker is found liable for the same) and Owners by their signature hereby authorize Broker to charge their credit card for the full commission claimed. Faxed signatures shall be deemed original signatures hereon and on all notices provided pursuant hereto.

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

Owner(s) Signature(s)

Broker's Signature

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Property Address (number, city, state): \_\_\_\_\_  
Date Agreement Commences (month, day, year): \_\_\_\_\_  
Date Agreement Terminates (month, day, year): \_\_\_\_\_  
Listing Price: \$ \_\_\_\_\_ Cooperating brokerage commission: \_\_\_\_\_