



LISTING & EXCLUSIVE RIGHT TO SELL CONTRACT

1. PROPERTY

In consideration of the services to be performed by Brinkoetter Realtors (Brokerage Company, hereinafter referred to as "Broker") and the compensation for services to be paid by City of Assumption, ("Seller(s)", the parties agree that Broker shall have the exclusive right to market and sell the property upon the following terms and conditions:

Property Address Lots 1 through 16 of the Baxmeyer Subdivision

City: Assumption, Illinois Zip: _____ TAX ID #(s): _____

2. TERMS & PRICE

Listing Date: From January _____ 2025 through 11:59 p.m. on January _____ 2026

LIST PRICE: \$ 5,000.00 Marketing period shall begin on (date): January _____ 2025

3. AGENCY

3a. Seller's Designated Agent

Broker designates Kara Hubner ("Seller's Designated Agent"), a licensee(s) affiliated with Broker as the only legal agent(s) of the Seller. Seller's Designated Agent will be primarily responsible for the direct marketing and sale of Seller's property. Broker reserves the right to name additional Designated Agents at Broker's discretion if necessary. If additional Designated Agents are named, Seller shall be informed in writing within a reasonable time. Seller understands and agrees that this agreement is a contract for Broker to market Seller's property. However, the Broker and/or Seller's Designated Agent may from time to time have another licensee, who is not an agent of the Seller, provide support in the marketing of Seller's property.

3b. Minimum Services

Broker agrees, through its Designated Agent(s), to provide the minimum services set forth in Section 15-75 of the Illinois Real Estate License Act of 2000 (*MINIMUM SERVICES. Pursuant to Section 15-75 of the Illinois Real Estate License Act of 2000 (225 ILCS454/15-75), Broker, through the Designated Agent, shall provide to Seller, at a minimum, the following services: (a) accept delivery of and present to Seller offers and counteroffers to buy, sell, lease or otherwise transfer any interest in the Property or any portion thereof; (b) assist Seller in developing, communicating, negotiating and presenting offers, counteroffers and notices that relate to the offers and counteroffers until a lease or purchase agreement is fully executed and all contingencies are satisfied or waived; and (c) answer Seller's questions relating to the offers, counteroffers, notices and contingencies. However, neither Broker nor its Designated Agent shall have any responsibility related to maintenance of the Premises nor shall they be liable for any damage to the Premises arising out of leaks of any nature, broken or frozen pipes, failure of the HVAC, electrical, plumbing systems, or similar other casualty.*

3c. Buyer's Designated Agency

Seller has been informed that potential Buyers may elect to employ the services of a licensed real estate broker or as their own agent (Buyer's Agent). Seller understands and agrees that other licensees affiliated with Broker (other than Seller's Designated Agent(s)) may represent the actual or prospective Buyer of Seller's property. Further, Seller understands and agrees that if the property is sold through the efforts of an Agent/Broker who represents the Buyer, the other licensee affiliated with Broker will be acting as a Buyer's Designated Agent.

3d. Previous Representation

Seller understands that the Broker and/or Designated Agent may have previously represented a Buyer who is interested in Seller's property. During that representation, Broker and/or Designated Agent may have learned material information about the Buyer that is considered confidential. Under the law, neither Broker nor Designated Agent may disclose any such confidential information to you even though the Broker and/or Designated Agent now represents you as the Seller.

4. COMPENSATION FOR SERVICES

Real Estate commission rates are not set by state or federal law and are fully negotiable.

4a. Brokerage Fee

If during the term of this Contract the Broker procures an offer to purchase the property from a ready, willing, and able Buyer at the List Price, or if Seller enters into a contract at any price and upon any terms to which Seller consents, Seller shall be obligated to pay the Broker the greater of a brokerage fee of N/A percent (N/A%) of the total purchase price of the sale or exchange, or \$ 1,500.00 as a flat fee. The brokerage fee is to be paid at closing, or if agreement for deed, at the time of execution of the agreement for deed.

4b. Protection Period

Seller agrees compensation shall be paid if the property is sold or exchanged by Seller within a protection period of fourteen (14) days following the term of this contract or any extensions thereof to anyone to whom the property was presented during the term of this contract. However, this provision shall not apply if Seller has entered a valid, written listing agreement with another licensed real estate broker during the protection period.

4c. Default

In the event a purchase contract is entered into and Buyer defaults without fault on the Seller's part, Broker will waive the compensation, and this agreement shall be continued until the expiration date. If after the execution of a contract the Seller and Buyer voluntarily agree to cancel or otherwise terminate said contract and return the deposited earnest money to the Buyer, Seller agrees to pay the Broker the amount of its costs and expenses incurred in connection with said contract. Should Seller default on any contract for the purchase or exchange of the property or refuse to accept an offer at the approved terms, the brokerage fee owed under this agreement shall immediately become due and payable.

5. EARNEST MONEY

When a contract to purchase is entered into for the purchase of Seller's property, the Buyer may choose to deposit earnest money with Broker, title company or attorney listed in the contract. Earnest money will be held in a non-interest-bearing escrow account on behalf of both parties. Upon closing, earnest money will be disbursed according to the terms of the contract. In the event of a default by either party, the earnest money will not be released unless both parties sign a mutual release to direct the funds, or a court order is given directing distribution of the earnest money. If earnest money is forfeited to the Seller, Broker shall be entitled to one half of earnest money as a brokerage fee, except that Broker's portion of said earnest money shall not exceed the brokerage fee as specified in paragraph 4a.

6. SELLER'S DUTY TO PROVIDE ACCURATE INFORMATION

6a. Disclosures

The Seller acknowledges receipt of a copy of the Residential Real Property Disclosure Act. Seller agrees to comply with the requirements of this Act to the best of Seller's ability and to not knowingly give any false or inaccurate information regarding the disclosures required by the Act. Seller further acknowledges that if the property is being sold in 'as is' condition, the Seller must disclose any known defects of the property and Seller may be held responsible by a Buyer for any latent or hidden, undisclosed defects, or concealed defects in the property which are known to Seller, but which are not disclosed to the Buyer.

Seller acknowledges receipt of the Radon Disclosure form and that the seller of any interest in residential real property is required to provide the Buyer with any information on radon test results of the dwelling showing elevated levels of radon in the Seller's possession.

Seller acknowledges receipt of the Lead-Based Paint Disclosure and the requirement to complete said disclosure on any residential dwelling built prior to 1978.

6b. Property Information

Seller understands that the information which Seller provides as listing information will be used to advertise Seller's property to the public and it is essential that this information be accurate. **SELLER UNDERSTANDS THAT THEY HAVE AN OBLIGATION TO PROVIDE ACCURATE, TRUTHFUL INFORMATION.**

7. ADVERTISEMENT

7a. Lockbox and Signs

Broker and Seller's Designated Agent are authorized in their sole discretion to place a "for sale" sign on the property, to remove all other signs, to place a lockbox on the property, to have access to the property at all reasonable times for the purpose of showing it to prospective Buyers, and to cooperate with other Brokers. Seller acknowledges that lockboxes may be accessed by affiliates which may include inspectors, appraisers, and photographers, etc. Upon obtaining an executed contract, Broker is authorized to disclose a 'pending' or 'active under contract' status to all MLS systems for which Broker is a member. Broker is further authorized to place a 'sale pending' or 'sold' sign in the yard of the property.

7b. Multiple Listing Service

Seller agrees that for the purpose of marketing Seller's property, Designated Agent shall place Seller's property in the Multiple Listing Services (MLS) of the Central Illinois Board of Realtors or other MLS services in which the Broker is a member within one business day of the marketing date referenced in paragraph 2. In addition, the Seller agrees to allow all MLS(s) to assemble and disseminate data from the property listed.

7c. Internet

The Broker is authorized, at Broker's discretion, to include images, a virtual tour, floor plan, drone images and/or video of the property. Seller agrees to hold the Broker and Seller's Designated Agent(s) harmless from all liability by reason of Seller's home being advertised on the internet or shown to prospective Buyers.

8. CONCESSIONS

Seller acknowledges that items listed in paragraphs 8a below are not required and are fully negotiable between the Seller and potential purchaser(s).

8a. Seller Offered Concessions

Seller authorizes Broker to communicate to potential purchasers and/or their representative(s) the following Seller offered concession(s). *(Initial and check below all that apply)* **NONE**

- Home Warranty
- Pre-Home Inspection
- Buyer's Broker Compensation, not to exceed ()% or \$ _____
- Buyer's Financing Costs (pre-paid items & discount points) ()% or \$ _____
- Other _____

9. HOLD HARMLESS

9a. General

Seller and Broker agree to save and hold each other harmless from all claims, disputes, litigation, judgments, and costs (including reasonable attorney's fees) arising from that party's breach of this agreement, from any incorrect information or misrepresentations or from any material facts, including latent defects, that are known to a party that the party fails to disclose, or from negligence or willful conduct in marketing and showing the property that results in any injury to any person or property. Seller and Broker agree to pay the other's reasonable attorney's fees and court costs in enforcing the terms of this agreement. Seller further acknowledges that neither the Broker, Designated Agent(s), Broker's employees, Buyer's Broker or Agent(s), the MLS(s), or anyone acting on it's behalf can insure Seller against the loss of personal valuables or loss arising out of Seller's expectation of privacy as a result of an individual showing, open house, or inspection(s) at the premises, nor do they assume any responsibility or liability for personal injury to any person due to conditions or defects on the premises, except as set forth above.

9b. Buyer Recording

Seller acknowledges any items of personal nature that Seller does not wish to have recorded or seen publicly should be removed prior to the digital marketing services being performed (photos, 3D Matterport tours, etc.) and during the duration of the listing. Seller hereby releases Broker, Designated Agent(s), and employees from any liability which may result from any recording or transmission in the property from the Broker, Designated Agent(s), Broker's employees, Buyer's Broker, Buyer or subcontractors.

9c. Seller Surveillance/Recording

In the event Seller has a recording system in the Seller's property which records or transmits audio, Seller understands that may result in violation of state and/or federal wiretapping laws. The Seller hereby releases and indemnifies Broker, Designated Agent(s) and employees from any liability which may result from any recording or transmission in the property.

10. FIXTURES

Seller acknowledges items permanently attached to the property by way of screws, nails, glue, or other means shall convey with the property unless specifically excluded in the Purchase Contract between the Buyer and Seller. If Seller wishes to reserve any of these items, it should be made known to the Seller's Designated Agent(s) to avoid uncertainty for all parties. Fixtures include, but not limited to, light fixtures, car lifts, TV mounts, security systems/cameras, bathroom mirrors, window treatment hardware, satellite dishes, owned water softeners, landscaping, etc.

11. BINDING AGREEMENT

This agreement shall be binding upon the benefit of the heirs, administrators, successors, and assigns of the parties hereto. If a change in this agreement requires written notice and consent, including but not limited to a price change or listing extension, the Seller hereby consents, agrees, and authorizes the Broker and Seller's Designated Agent to make said changes to this Agreement with receipt of facsimile, text, or electronic mail from the Seller authorizing said changes without the Seller's signature. Said changes shall then become incorporated into the Listing Agreement.

12. SELLER TO NOTIFY OF DIRECT CONTACTS

Seller agrees to immediately refer to Seller's Designated Agent all prospective buyers or brokers who contact Seller for any reason and to provide Seller's Designated Agent with the names and contact information.

13. NON-DISCRIMINATION

THE PARTIES UNDERSTAND AND AGREE THAT IT IS ILLEGAL FOR EITHER OF THE PARTIES TO REFUSE TO DISPLAY OR SELL SELLER'S PROPERTY TO ANY PERSON ON THE BASIS OF RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN, ANCESTRY, AGE, ORDER OF PROTECTION STATUS, MARITAL STATUS, PHYSICAL OR MENTAL DISABILITY, MILITARY STATUS, SEXUAL ORIENTATION, GENDER IDENTITY, UNFAVORABLE DISCHARGE FROM MILITARY SERVICE, FAMILIAL STATUS, SOURCE OF INCOME, OR ARREST RECORD, OR ANY OTHER CLASS PROTECTED BY ARTICLE 3 OF THE ILLINOIS HUMAN RIGHTS ACT. THE PARTIES AGREE TO COMPLY WITH ALL APPLICABLE FEDERAL, STATE AND LOCAL FAIR HOUSING LAWS.

Seller hereby acknowledges receipt of a signed copy of this Agreement, and the following addendums: NONE

- Residential Real Property Disclosure Report
- Radon Disclosure
- Lead Disclosure (built prior to 1978 only)
- Disclosure and Consent to Dual Agency
- AS-IS addendum
- Other: _____

Agreed to by:

Denise Page
Seller's Printed Name

[Signature]
Seller's Signature

Seller's Printed Name

Seller's Signature

Tom Brinkoetter
Date

Brinkoetter Realtors:

Designated Agent Signature Date

Designated Managing Broker: *Tom Brinkoetter*
Brinkoetter, Realtors
1610 E. Pershing Rd
Decatur, IL 62526