



**ILLINOIS REALTORS®
EXCLUSIVE RIGHT TO SELL CONTRACT
(DUAL AGENCY DISCLOSURE AND CONSENT INCLUDED)**



1. In consideration of the services to be performed by CAPPS REALTY, (Brokerage Company, hereinafter referred to as "Sponsoring Broker") and the commissions to be paid by Troy J Parrish, ("Seller"), the parties agree that Sponsoring Broker shall have the exclusive right to market and sell Seller's property upon the following terms and conditions:

Property Address: 701 E Callie St

City: Sesser, Illinois Zip: 62884

Marketing Price: \$ 20,000.00

Marketing Period (Choose One)

- From July 11th 2022 through 11:59 p.m. on Jul 11th, 2023; OR
- This Contract shall automatically renew on _____, 20____, and on _____ of each succeeding year (each date to be known herein as "Renewal Date") unless Seller provides Sponsoring Broker with written notice of Seller's intention to not renew this contract no more than thirty (30) days and no less than _____ (____) days prior to the Renewal Date.

2. Sponsoring Broker agrees to provide those brokerage services set forth in Section 15-75 of the Illinois Real Estate License Act.
3. If during the term of this Contract Sponsoring Broker obtains an offer to purchase the property from a ready, willing, and able buyer at the marketing price, or if Seller enters into a contract or receives an offer that results in a contract for the sale or exchange of the property at any price and upon any terms to which Seller consents, Seller shall be obligated to pay Sponsoring Broker a total commission of Five percent (5 %) of the purchase price of the sale or exchange. Generally, Sponsoring Broker will offer to pay a participating cooperating broker who brings the buyer, and who is the procuring cause in a successful transaction, 40 % of the total commission set forth herein. The total commission is to be paid at closing, which in the case of a sale on contract for deed shall be at the time buyer and Seller execute the initial contract or agreement for deed.
4. Seller agrees that such a commission shall be paid if the property is sold or exchanged by Seller within a protection period of one hundred eighty (180) 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 into a valid, written listing agreement with another licensed real estate broker during the protection period.
5. In the event a purchase contract is entered into and buyer defaults without fault on the Seller's part, Sponsoring Broker will waive the commission, and this agreement shall be continued from the date of default through the date provided in paragraph 1. Should Seller default on any contract for the purchase or exchange of the property, any commission owed under this agreement shall become payable immediately.
6. When a contract to purchase is entered into for the purchase of Seller's property, the buyer may deposit earnest money with Sponsoring Broker. If Sponsoring Broker is holding the earnest money as escrow agent, Sponsoring Broker will hold any such earnest money in a special, non-interest-bearing escrow account on behalf of the buyer and Seller. At closing, the earnest money will be disbursed according to the terms of the contract to purchase. If the transaction fails to close:
- (a) Due to fault of the Seller, as determined by the parties to the purchase contract or a court, the earnest money shall be returned to the buyer.

[AS TO (b) THROUGH (d) BELOW, THE PARTIES SHOULD CHECK THE ONE PARAGRAPH WHICH APPLIES].

- (b) Due to fault of the buyer, as determined by the parties to the purchase contract or a court, the earnest money shall first go toward paying the commission Sponsoring Broker would have earned in the sale, and the balance, if any, shall go to Seller.
- (c) Due to the fault of the buyer, as determined by the parties to the purchase contract or a court, the earnest money shall be distributed to the Seller, less any cost of advertising or reasonable expenses incurred by Sponsoring Broker.
- (d) Due to fault of the buyer, as determined by the parties to the purchase contract or a court, the earnest money shall be distributed to the Seller.

7. Seller agrees that for the purpose of marketing Seller's property, Sponsoring Broker shall place Seller's property in the Multiple Listing Service(s) in which Sponsoring Broker is a member.

- a. In the event Seller has a recording system in the Seller's property which records or transmits audio, Seller understands that recording or transmitting of audio may result in violation of state and/or federal wiretapping laws. Seller hereby releases and indemnifies Sponsoring Broker, Sponsoring Broker's Designated Agent(s) and employees from any liability which may result from any recording or transmitting in the property.
 - b. Seller understands that while potential buyers viewing the property should not engage in photography, videography, or videotelephony in the property without prior written permission, such recordings or transmissions may occur. Seller should remove any items of a personal nature Seller does not wish to have recorded or transmitted. Seller hereby releases Sponsoring Broker, Sponsoring Broker's Designated Agent(s) and employees from any liability which may result from any recording or transmission in the property.
22. Seller agrees to save and hold Sponsoring Broker harmless from all claims, disputes, litigation, judgments, and costs (including reasonable attorney's fees) arising from Seller's breach of this agreement, from any incorrect information or misrepresentation supplied by Seller or from any material facts, including latent defects, that are known to Seller that Seller fails to disclose.
23. This contract shall be binding upon and inure to the benefit of the heirs, administrators, successors, and assigns of the parties hereto. This contract can only be amended by a writing signed by the parties.
24. The parties agree that electronic signature on this Contract and facsimile of PDF copies of the same shall have the same legal force and effect as original signatures.
25. 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 HANDICAP, MILITARY STATUS, SEXUAL ORIENTATION, GENDER IDENTITY, UNFAVORABLE DISCHARGE FROM MILITARY SERVICE, FAMILIAL STATUS, 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 all attachments. The attachments include the following: [HERE LIST ALL ATTACHMENTS].

(If seller is married or in a civil union both signatures are required)

SELLER: ^{Authentisign} Troy J Parrish
Troy J Parrish

CAPPS REALTY, Sponsoring Broker

SELLER: _____

BY: ^{Authentisign} CORY D CAPPS

ADDRESS: 1112 Broadway
Mt. Vernon IL 62864

^{Authentisign} CORY D CAPPS DATE: 07/11/2022
Authorized Signer CORY D CAPPS

DATE: 07/11/2022

PHONE: 618-204-5260 OFFICE: _____

The undersigned seller(s) agree(s) that _____, Sponsoring Brokerage Company hereinafter referred to as "Sponsoring Broker" and any authorized representative or agent of Sponsoring Broker are hereby given express consent to contact the undersigned by telephone by means of calls and/or text messages, facsimile transmission or electronic mail at the following locations, addresses and/or telephone numbers.

Print Name

Signature

Print Name

Signature

Telephone Number(s)

Facsimile Number(s)

E-mail Address(es)



ILLINOIS REALTORS® CONFIRMATION OF CONSENT TO DUAL AGENCY



The undersigned confirm that they have previously consented to Cory Capps
(insert Licensee's name(s))

("Licensee"), acting as a Dual Agent in providing brokerage services on their behalf and specifically consent to Licensee acting as a Dual Agent in regard to the transaction for the property located at

701 E Callie St Sesser IL 62884
(insert address)

Signature of client(s):

Authentisign	<i>Troy J Parrish</i>	Date: <u>07/11/22</u>
	Troy J Parrish	Date: _____
	_____	Date: _____
	_____	Date: _____