



381 N. York Road Suite 21, Elmhurst, IL 60126
 T - 708-542-4577 F - 800-372-7079
 Email - save@irealtyflatfeebrokerage.com

Web - www.irealtyflatfeebrokerage.com

Seller Information

Property Address:

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Names of all parties on the title to the property:

Please provide all legal names on title.

Seller #1

*Name
*Email
Telephone

Seller #2

*Name
*Email
Telephone

Seller #3

*Name
*Email
Telephone

After Sale Forwarding Address:

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Ownership: Status: Single Married Divorced Separated
 Estate Business Deceased

If Estate or Business entity who is the legal authorized signer #1 #2 #3

Legal authorized Signature for Entity: _____

**Copies of any relevant Wills, Trusts, Powers of Attorney or Corporate Documents related to the Sale will be required for closing.*



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Agreement between iRealty Flat Fee Brokerage (“Listing Broker”) and _____ (“Seller”), in consideration of Listing Broker’s acceptance of terms hereof and Listing Broker’s efforts to promote and advertise as hereinafter set forth, the real estate commonly known as: (hereinafter the “Property”),

Street: _____ Unit No (if one exists) _____

City: _____ State _____ Zip _____

Property Tax ID Number: #1 _____

Property Tax ID Number: #2 _____

Listing Broker and Seller agree as follows:

1. Listing Broker’s Right to List the Property for Sale

Seller does hereby give Listing Broker the right to list the Property for sale on the MRED MLS for a commission, to be paid by Seller at the closing of the transaction. The MLS Listing shall commence on _____ and terminating at midnight of _____ (“the Listing Period”). Seller gives Listing Broker authority to promote and advertise the property for a sale price of \$ _____, and if applicable to offer a buyer’s broker commission of (1% minimum) _____ % of the sales price to be paid by Seller directly to buyer’s broker (if applicable), at the closing of the transaction. Under no circumstances will The Listing Broker be responsible for any commissions due the Buyer’s Brokerage should the Seller refuse to pay such commissions due, according to the MRED MLS rules and regulations. Commission will be noted on MLS as % less an administration fee due by buyer’s brokerage. Eq: (2.5% less \$300) This fee is deducted from the buyer’s broker (if applicable), commission at closing and itemized on the settlement statement. Under no circumstances is this a seller fee. Seller reserves the right to sell the property themselves and will pay NO commission if Seller’s sole efforts procure a bonafide offer without the assistance of a buyer’s broker.

2. Designated Agent

Sponsoring Broker and Seller hereby agree that Vanessa Carlson, a sponsored licensee of iRealty Flat Fee Brokerage, Inc, Sponsoring Broker, is Seller’s exclusive designated agent under this Agreement with Sponsoring Broker,

3. Listing Broker’s Services.

In consideration of a flat fee payment, Listing Broker hereby agrees to provide Seller the following services during the listing period:

- a) A listing on the Midwest Real Estate Data Multiple Listing Service (MLS)
- b) Free changes to the listing;
- c) Free and unlimited open house notifications on the MLS;
- d) All required Illinois Disclosure forms and Sales Contracts;
- e) Up to 25 photos will be posted to the MLS, (photos submitted by seller)
- f) Listing Broker will accept delivery of and present to Seller offers and counteroffers, assist Seller in developing, communicating, negotiating and presenting counteroffers until an agreement is signed and all the contingencies are satisfied or waived and answer Seller’s questions relating to offers, counteroffers notices and/or contingencies. If any services or websites become unavailable during the listing period, Listing Broker is authorized to select substitute services or websites, which in Listing Broker’s judgment are reasonably comparable to the services listed above.
- g) Listing Broker marketing efforts will be subject to change without notice.

4. Seller's Option to Terminate

At any time during the Listing Period and at NO cost, the Seller may request that Listing Broker's right to list the Property be terminated. To be valid, such requests must be submitted to Listing Broker in writing. Once validly requested, such termination shall be effective within 48 hours of receipt. No refunds or credits.

5. Listing Broker's Option to Terminate Listing

At any time during the Listing Period, Listing Broker may terminate this Listing Agreement for non-payment or if Seller has subjected Listing Broker to possible MLS fines or legal expenses due to claims arising out of the Seller's misrepresentations or negligence. Should the property at any time during the Listing Period become Lis Pendens or in Forclosures the listing will be terminated immediately.

6. Minimum Services

Pursuant to the Illinois Real Estate License Act of 2000 (265 ILCS 454/1 et seq.), as amended, Sponsoring Broker, through the Designated Agent, must 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.

7. Seller's Duties and Obligations

SELLER HEREBY AGREES THAT, DURING THE LISTING PERIOD, SELLER WILL:

- a) Communicate to Listing Broker in writing (email is acceptable) acceptance of any offer within 24 hours of receipt. Seller must also provide a copy of the Contract, signed disclosures, information regarding contingencies, buyer's agent name and firm (if applicable), purchase price and closing date. Failure to fully comply with above notification requirements will result in MLS related fines (currently \$100 per occurrence). If Listing Broker becomes subject to such fines as a result of Seller's failure to provide notice as indicated above, Seller will immediately compensate Listing Broker for any such fines;
- b) Pay the buyer's broker commission noted in Paragraph 1 of this agreement if the Property is sold to a purchaser represented by a licensed real estate broker during the term of this Agreement or within 90 days of its cancellation or expiration. However, Seller shall not be obligated to pay buyer's broker commission if Seller has entered into a valid written listing agreement with another licensed real estate broker during the 90 day protection period;
- c) Schedule and perform all showings of the Property and open houses without Listing Broker's assistance;
- d) Make all legally required Illinois disclosures to any prospective buyer or buyer's broker, including but not limited to disclosing all known information on lead-based paint hazards to any prospective buyer and/or buyer's broker;
- e) Not execute a sales contract that requires Listing Broker to hold earnest money;
- f) Inform Listing Broker upon notice of any Lis Pendens or Forclosures immediately;

8. Seller's Warranty of Authority to Sell the Property

Seller warrants that Seller is authorized to execute this Agreement, and to sell the Property as herein provided.

9. Indemnification.

Seller understands and agrees that it is Seller's obligation to pay (at Closing) the commission due the Buyer's Broker in connection with the sale of the Property. Seller agrees to indemnify, defend and hold Listing Broker harmless from any and all claims, disputes, litigation, arbitration proceedings and any awards relating to or arising out of any claim for commission due Buyer's Broker. Should any court, mediator, arbitrator, or alternative dispute resolution tribunal find Listing Broker liable for any commission due Buyer's Broker, Seller shall immediately pay or reimburse Listing Broker the amount of such award. If Seller fails to make such payment, Listing Broker shall be entitled to recover its costs, including attorneys' fees, in seeking payment or reimbursement from Seller. Seller further understands that the Seller may be held responsible by a buyer for any latent or hidden, undisclosed defects in the Property, which are known to the Seller, but which are not disclosed to the buyer. Seller hereby agrees to indemnify, defend and holds Listing Broker and Listing Broker's agents harmless from any and all disputes, litigation, judgments, costs and legal fees incurred in the defense of same. In the event that a dispute arises between Seller and any purchaser of the Property or said purchaser's broker, regarding any acts or omissions, negligence or other liability, Seller agrees to hold Listing Broker harmless from said liability.

10. Nature of Broker's Services to be Provided to Seller

Seller understands that Broker is solely in the business of providing real estate brokerage services and does not provide its clients, including Seller, legal advice of any kind. For all legal advice pertaining to the Property, this Agreement, execution of a sales contract and/or closing of the Property, Seller hereby agrees to consult an attorney or attorney(s) and Seller agrees to provide all necessary documents and disclosures to said attorney(s).



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NEGOTIATION AND CLOSING COORDINATION SERVICES (Included with all listings)

This is in conjunction with an experienced real estate attorney and staff to handle all legal aspect and the affiliate company iRealty Title Services, Inc., to perform all core title services.

Our Negotiation & Closing Coordination Services include the following not limited to:

1. We will inform all Realtors on the MLS that we will be negotiating all offers on your behalf.

2. Contract Presentation and Negotiation

We will accept the Offer to Purchase paperwork on your behalf. Present it to you. Discuss with you all your options and how you would like to respond to the offer.

3. Counter-Offer Preparation, Presentation, & Finalization

We will prepare all Counter-Offer paperwork and present it to the buyer (or their agent) on your behalf. Once all parties agree, we will make sure all paperwork has been accepted, signed and delivered.

4. Hold Earnest Money Funds

The title company will accept the earnest money deposit on your behalf.

5. Contract Follow-up

We will make sure that any and all Contingencies are met and removed in a timely matter, as set forth in the Contract.

6. Ordering Title Commitment & Title Insurance

We will place an order for the necessary Title Insurance. When the Title Commitment is issued, we will forward you a copy for review. We will also advise you on any issues, which may need to be addressed, in order to transfer merchantable title to the buyer.

7. We will keep you updated and informed throughout the Closing process.

8. We will order a "Mortgage Payoff Letter" from your current Lender.

9. We will make sure that all Tax Prorations are calculated properly.

10. We will schedule your Closing and communicate the Closing Schedule to all parties.

11. We will forward your Closing Statement to you prior to closing for review.

12. We will follow-up and make sure that closing funds are transferred properly to satisfy any Payoffs.

13. We will follow-up and make sure the Closing Documents are Recorded at the County Recorder's Office.

14. We will report your property as "Sold" to the MLS and all websites.

Agreed by:

Signature _____

Date _____

The seller understands that by checking this box my typed name constitutes a legal signature.

Consent of Photography

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Date: _____

Property Address: _____

This document serves as acknowledgement that the photos I have provided hold no copyrights, ownerships of any kind and are owned free and clear by the seller.

Seller's Printed Name

Seller's Signature

By checking this box it authorizes my typed signature as a legal signature

PLEASE READ

DISCLOSURE INSTRUCTIONS

These are legal documents and need to be correct please. They are state required and are part of any real estate contract.

1. Please read thoroughly and **only initial, check or sign what applies.**
2. Please be aware of what is asked for example: **initials need to be initials, not an X or a check mark.**
3. **Please make sure you are not signing off on something that does not apply to your property. You could be wrongfully admitting to defects that could harm a potential sale.**

- **Residential Real Property**

- Requirement for this **applies to all properties** except vacant land.

- **Radon**

- Requirement for this **applies to any property up to the Third,(3rd) floor.**
- You do not need to fill out if you are in a condo above the 3rd floor.

- **Lead Paint**

- Requirement for this **applies to any property built before 1978.**
- You do not need to fill out if your home was built after 1978.

- **Vacant Land**

- Required for **all vacant land and this is the only required.**

Any questions, please feel free to contact iRealty.





Illinois REALTORS®
RESIDENTIAL REAL PROPERTY DISCLOSURE REPORT
(765 ILCS 77/35)

NOTICE: THE PURPOSE OF THIS REPORT IS TO PROVIDE PROSPECTIVE BUYERS WITH INFORMATION ABOUT MATERIAL DEFECTS IN THE RESIDENTIAL REAL PROPERTY. THIS REPORT DOES NOT LIMIT THE PARTIES' RIGHT TO CONTRACT FOR THE SALE OF RESIDENTIAL REAL PROPERTY IN "AS IS" CONDITION. UNDER COMMON LAW, SELLERS WHO DISCLOSE MATERIAL DEFECTS MAY BE UNDER A CONTINUING OBLIGATION TO ADVISE THE PROSPECTIVE BUYERS ABOUT THE CONDITION OF THE RESIDENTIAL REAL PROPERTY EVEN AFTER THE REPORT IS DELIVERED TO THE PROSPECTIVE BUYER. COMPLETION OF THIS REPORT BY THE SELLER CREATES LEGAL OBLIGATIONS ON THE SELLER; THEREFORE SELLER MAY WISH TO CONSULT AN ATTORNEY PRIOR TO COMPLETION OF THIS REPORT.

Property Address: _____

City, State & Zip Code: _____

Seller's Name: _____

This Report is a disclosure of certain conditions of the residential real property listed above in compliance with the Residential Real Property Disclosure Act. This information is provided as of _____, 20__, and does not reflect any changes made or occurring after that date or information that becomes known to the seller after that date. The disclosures herein shall not be deemed warranties of any kind by the seller or any person representing any party in this transaction.

In this form, "am aware" means to have actual notice or actual knowledge without any specific investigation or inquiry. In this form, a "material defect" means a condition that would have a substantial adverse effect on the value of the residential real property or that would significantly impair the health or safety of future occupants of the residential real property unless the seller reasonably believes that the condition has been corrected.

The seller discloses the following information with the knowledge that even though the statements herein are not deemed to be warranties, prospective buyers may choose to rely on this information in deciding whether or not and on what terms to purchase the residential real property.

The seller represents that to the best of his or her actual knowledge, the following statements have been accurately noted as "yes" (correct), "no" (incorrect), or "not applicable" to the property being sold. If the seller indicates that the response to any statement, except number 1, is yes or not applicable, the seller shall provide an explanation, in the additional information area of this form.

- | | YES | NO | N/A | |
|-----|--------------------------|--------------------------|--------------------------|--|
| 1. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Seller has occupied the property within the last 12 months. (No explanation is needed.) |
| 2. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | I am aware of flooding or recurring leakage problems in the crawl space or basement. |
| 3. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | I am aware that the property is located in a flood plain or that I currently have flood hazard insurance on the property. |
| 4. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | I am aware of material defects in the basement or foundation (including cracks and bulges). |
| 5. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | I am aware of leaks or material defects in the roof, ceilings, or chimney. |
| 6. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | I am aware of material defects in the walls, windows, doors, or floors. |
| 7. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | I am aware of material defects in the electrical system. |
| 8. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | I am aware of material defects in the plumbing system (includes such things as water heater, sump pump, water treatment system, sprinkler system, and swimming pool). |
| 9. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | I am aware of material defects in the well or well equipment. |
| 10. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | I am aware of unsafe conditions in the drinking water. |
| 11. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | I am aware of material defects in the heating, air conditioning, or ventilating systems. |
| 12. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | I am aware of material defects in the fireplace or wood burning stove. |
| 13. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | I am aware of material defects in the septic, sanitary sewer, or other disposal system. |
| 14. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | I am aware of unsafe concentrations of radon on the premises. |
| 15. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | I am aware of unsafe concentrations of or unsafe conditions relating to asbestos on the premises. |
| 16. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | I am aware of unsafe concentrations of or unsafe conditions relating to lead paint, lead water pipes, lead plumbing pipes or lead in the soil on the premises. |
| 17. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | I am aware of mine subsidence, underground pits, settlement, sliding, upheaval, or other earth stability defects on the premises. |
| 18. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | I am aware of current infestations of termites or other wood boring insects. |
| 19. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | I am aware of a structural defect caused by previous infestations of termites or other wood boring insects. |
| 20. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | I am aware of underground fuel storage tanks on the property. |
| 21. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | I am aware of boundary or lot line disputes. |
| 22. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | I have received notice of violation of local, state or federal laws or regulations relating to this property, which violation has not been corrected. |
| 23. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | I am aware that this property has been used for the manufacture of methamphetamine as defined in Section 10 of the Methamphetamine Control and Community Protection Act. |

Note: These disclosures are not intended to cover the common elements of a condominium, but only the actual residential real property including limited common elements allocated to the exclusive use thereof that form an integral part of the condominium unit.

Note: These disclosures are intended to reflect the current condition of the premises and do not include previous problems, if any, that the seller reasonably believes have been corrected.

If any of the above are marked "not applicable" or "yes", please explain here or use additional pages, if necessary:

Check here if additional pages used:

Seller certifies that seller has prepared this statement and certifies that the information provided is based on the actual notice or actual knowledge of the seller without any specific investigation or inquiry on the part of the seller. The seller hereby authorizes any person representing any principal in this transaction to provide a copy of this report, and to disclose any information in the report, to any person in connection with any actual or anticipated sale of the property.

Seller: _____ Date: _____

Seller: _____ Date: _____

THE PROSPECTIVE BUYER IS AWARE THAT THE PARTIES MAY CHOOSE TO NEGOTIATE AN AGREEMENT FOR THE SALE OF THE PROPERTY SUBJECT TO ANY OR ALL MATERIAL DEFECTS DISCLOSED IN THIS REPORT ("AS IS"). THIS DISCLOSURE IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THAT THE PROSPECTIVE BUYER OR SELLER MAY WISH TO OBTAIN OR NEGOTIATE. THE FACT THAT THE SELLER IS NOT AWARE OF A PARTICULAR CONDITION OR PROBLEM IS NO GUARANTEE THAT IT DOES NOT EXIST. THE PROSPECTIVE BUYER IS AWARE THAT HE MAY REQUEST AN INSPECTION OF THE PREMISES PERFORMED BY A QUALIFIED PROFESSIONAL.

Prospective Buyer: _____ Date: _____ Time: _____

Prospective Buyer: _____ Date: _____ Time: _____

A COPY OF ARTICLE 2 OF THE RESIDENTIAL REAL PROPERTY DISCLOSURE ACT IS AFFIXED HERETO AND SHOULD BE REVIEWED BY PROSPECTIVE BUYER.

____ I the seller(s), understand that by checking this box my typed name constitutes a legal signature.

RESIDENTIAL REAL PROPERTY DISCLOSURE ACT

ARTICLE 2: DISCLOSURES

765 ILCS 77/5 *et seq.*

Section 5. Definitions: As used in this Act, unless the context otherwise requires the following terms have the meaning given in this section:

“Residential real property” means real property improved with not less than one nor more than four residential dwelling units: units in residential cooperatives; or, condominium units including the limited common elements allocated to the exclusive use thereof that form an integral part of the condominium unit. The term includes a manufactured home as defined in subdivision (53) of Section 9-102 of the Uniform Commercial Code that is real property as defined in the Conveyance and Encumbrance of Manufactured Homes as Real Property and Severance Act.

“Seller” means every person or entity who is an owner, beneficiary of a trust, contract purchaser or lessee of a ground lease, who has an interest (legal or equitable) in residential real property. However, “seller” shall not include any person who has both (i) never occupied the residential real property and (ii) never had the management responsibility for the residential real property nor delegated such responsibility for the residential real property to another person or entity.

“Prospective buyer” means any person or entity negotiating or offering to become an owner or lessee of residential real property by means of a transfer for value to which this Act applies.

Section 10. Applicability. Except as provided in Section 15, this Act applies to any transfer by sale, exchange, installment land sale-contract, assignment of beneficial interest, lease with an option to purchase, ground lease or assignment of ground lease of residential real property.

Section 15. Applicability; Exceptions. The provisions of this Act do not apply to the following:

(1) Transfers pursuant to court order, including, but not limited to, transfers ordered by a probate court in administration of an estate, transfers between spouses resulting from a judgment of dissolution of marriage or legal separation, transfers pursuant to an order of possession, transfers by a trustee in bankruptcy, transfers by eminent domain and transfers resulting from a decree for specific performance.

(2) Transfers from a mortgagor to a mortgagee by deed in lieu of foreclosure or consent judgment, transfer by judicial deed issued pursuant to a foreclosure sale to the successful bidder or the assignee of a certificate of sale, transfer by a collateral assignment of a beneficial interest of a land trust, or a transfer by a mortgagee or a successor in interest to the mortgagee’s secured position or a beneficiary under a deed in trust who has acquired the real property by deed in lieu of foreclosure, consent judgment or judicial deed issued pursuant to a foreclosure sale.

(3) Transfers by a fiduciary in the course of the administration of a decedent’s estate, guardianship, conservatorship, or trust.

(4) Transfers from one co-owner to one or more other co-owners.

(5) Transfers pursuant to testate or intestate succession.

(6) Transfers made to a spouse, or to a person or persons in the lineal line of consanguinity of one or more of the sellers.

(7) Transfers from an entity that has taken title to residential real property from a seller for the purpose of assisting in the relocation of the seller, so long as the entity makes available to all prospective buyers a copy of the disclosure form furnished to the entity by the seller.

(8) Transfers to or from any governmental entity.

(9) Transfers of newly constructed residential real property that has not been occupied.

Section 20. Disclosure Report; Completion; Time of Delivery. A seller of residential real property shall complete all applicable items in the disclosure document described in Section 35 of this Act. The seller shall deliver to the prospective buyer the written disclosure statement required by this Act before the signing of a written agreement by the seller and prospective buyer that would, subject to the satisfaction of any negotiated contingencies, require the prospective buyer to accept a transfer of the residential real property.

Section 25. Liability of seller.

(a) The seller is not liable for any error, inaccuracy, or omission of any information delivered pursuant to this Act if (i) the seller had no knowledge of the error, inaccuracy, or omission, (ii) the error, inaccuracy, or omission was based on a reasonable belief that a material defect or other matter not disclosed had been corrected, or (iii) the error, inaccuracy, or omission was based on information provided by a public agency or by a licensed engineer, land surveyor, structural pest control operator, or by a contractor about matters within the scope of the contractor’s occupation and the seller had no knowledge of the error, inaccuracy, or omission.

(b) The seller shall disclose material defects of which the seller has actual knowledge.

(c) The seller is not obligated by this Act to make any specific investigation or inquiry in an effort to complete the disclosure statement.

Section 30. Disclosure supplement. If, prior to closing, any seller has actual knowledge of an error, inaccuracy, or omission in any prior disclosure document after delivery of that disclosure document to a prospective buyer, that seller shall supplement the prior disclosure document with a written supplemental disclosure.

Section 35. Disclosure report form. . . . [omitted]

Section 40. Material defect. If a material defect is disclosed in the Residential Real Property Disclosure Report, after acceptance by the prospective buyer of an offer or counter-offer made by a seller or after the execution of an offer made by a prospective buyer that is accepted by the seller for the conveyance of the residential real property, then the Prospective Buyer may, within three business days after receipt of that Report by the prospective buyer, terminate the contract or other agreement without any liability or recourse except for the return to prospective buyer of all earnest money deposits or down payments paid by prospective buyer in the transaction. If a material defect is disclosed in a supplement to this disclosure document, the prospective buyer shall not have a right to terminate unless the material defect results from an error, inaccuracy, or omission of which the seller had actual knowledge at the time the prior disclosure document was completed and signed by the seller. The right to terminate the contract, however, shall no longer exist after the conveyance of the residential real property. For purposes of this Act the termination shall be deemed to be made when written notice of termination is personally delivered to at least one of the sellers identified in the contract or other agreement or when deposited, certified or registered mail, with the United States Postal Service, addressed to one of the sellers at the address indicated in the contract or agreement, or, if there is not an address contained therein, then at the address indicated for the residential real property on the Report.

Section 45. Effect of Act on Other Statutes or Common Law. This Act is not intended to limit or modify any obligation to disclose created by any other statute or that may exist in common law in order to avoid fraud, misrepresentation, or deceit in the transaction.

Section 50. Disclosure Report; Method of Delivery. Delivery of the Residential Real Property Disclosure Report provided by this Act shall be by:

(1) personal or facsimile delivery to the prospective buyer;

(2) depositing the report with the United States Postal Service, postage prepaid, first class mail, addressed to the prospective buyer at the address provided by the prospective buyer or indicated on the contract or other agreement; or

(3) depositing the report with an alternative delivery service such as Federal Express, UPS, or Airborne, delivery charges prepaid, addressed to the prospective buyer at the address provided by the prospective buyer or indicated on the contract or other agreement.

For purposes of this Act, delivery to one prospective buyer is deemed delivery to all prospective buyers. Delivery to an authorized individual acting on behalf of a prospective buyer constitutes delivery to all prospective buyers. Delivery of the Report is effective upon receipt by the prospective buyer. Receipt may be acknowledged on the Report, in an agreement for the conveyance of the residential real property, or shown in any other verifiable manner.

Section 55. Violations and damages. If the seller fails or refuses to provide the disclosure document prior to the conveyance of the residential real property, the buyer shall have the right to terminate the contract. A person who knowingly violates or fails to perform any duty prescribed by any provision of this Act or who discloses any information on the Residential Real Property Disclosure Report that he knows to be false shall be liable in the amount of actual damages and court costs, and the court may award reasonable attorney fees incurred by the prevailing party.

Section 60. Limitation of Action. No action for violation of this Act may be commenced later than one year from the earlier of the date of possession, date of occupancy or date of recording of an instrument of conveyance of the residential real property.

Section 65. Disclosure Report Form; Contents; Copy of Act. A copy of this Act, excluding Section 35, must be printed on or as a part of the Residential Real Property Disclosure Report form.

Date provided to Buyer: _____

Seller: _____

____ I the seller(s), understand that by checking this box my typed name constitutes a legal signature.



**ILLINOIS ASSOCIATION OF REALTORS®
DISCLOSURE OF INFORMATION ON RADON HAZARDS
(For Residential Real Property Sales or Purchases)**



Radon Warning Statement

Every buyer of any interest in residential real property is notified that the property may present exposure to dangerous levels of indoor radon gas that may place the occupants at risk of developing radon-induced lung cancer. Radon, a Class-A human carcinogen, is the leading cause of lung cancer in non-smokers and the second leading cause overall. 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.

The Illinois Emergency Management Agency (IEMA) strongly recommends ALL homebuyers have an indoor radon test performed prior to purchase or taking occupancy, and mitigated if elevated levels are found. Elevated radon concentrations can easily be reduced by a qualified, licensed radon mitigator.

Seller's Disclosure (initial each of the following which applies)

- _____ (a) Elevated radon concentrations (above EPA or IEMA recommended Radon Action Level) are known to be present within the dwelling. (Explain).
- _____ (b) Seller has provided the purchaser with the most current records and reports pertaining to elevated radon concentrations within the dwelling.
- _____ (c) Seller either has no knowledge of elevated radon concentrations in the dwelling or prior elevated radon concentrations have been mitigated or remediated.
- _____ (d) Seller has no records or reports pertaining to elevated radon concentrations within the dwelling.

Purchaser's Acknowledgment (initial each of the following which applies)

- _____ (e) Purchaser has received copies of all information listed above.
- _____ (f) Purchaser has received the IEMA approved Radon Disclosure Pamphlet.

Agent's Acknowledgement (initial IF APPLICABLE)

- AC (g) Agent has informed the seller of the seller's obligations under Illinois law.

Certification of Accuracy

The following parties have reviewed the information above and each party certifies, to the best of his or her knowledge, that the information he or she has provided is true and accurate.

Seller _____	Date _____
Seller _____	Date _____
Purchaser _____	Date _____
Purchaser _____	Date _____
Agent <u>Vanessa Carlson</u>	Date _____
Agent _____	Date _____

Property Address: _____

City, State, Zip Code: _____

_____ I the seller(s), understand that by checking this box my typed name constitutes a legal signature.



ILLINOIS REALTORS®
DISCLOSURE OF INFORMATION AND ACKNOWLEDGEMENT
LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS



Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Property Address: _____

Seller's Disclosure (initial)

_____ (a) Presence of lead-based paint and/or lead-based paint hazards (check one below):

- Known lead-based paint and/or lead-based paint hazards are present in the housing (explain):

- Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

_____ (b) Records and Reports available to the seller (check one below):

- Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below): _____

- Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Purchaser's Acknowledgment (initial)

_____ (c) Purchaser has received copies of all information listed above.

_____ (d) Purchaser has received the pamphlet *Protect Your Family From Lead in Your Home*.

_____ (e) Purchaser has (check one below):

- Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection of the presence of lead-based paint or lead-based paint hazards; or
- Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment (initial)

 VC (f) Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify to the best of their knowledge, that the information they have provided is true and accurate.

Seller _____ Date _____ Purchaser _____ Date _____

Seller _____ Date _____ Purchaser _____ Date _____

Agent *Vanessa Carlson* Date _____ Agent _____ Date _____

_____ I the seller(s), understand that by checking this box my typed name constitutes a legal signature.



VACANT LAND DISCLOSURE
This Contract is Intended to be a Binding Real Estate Contract
 Rev. 01/2012



1 This Vacant Land Disclosure ("**Disclosure**") is made a part of and incorporated into that certain real estate
 2 contract between _____ ("**Buyer**") and _____
 3 _____ ("**Seller**" dated _____, 20____
 4 ("**Contract**") for the purchase and sale of that certain real estate consisting of approximately _____ acres
 5 located at _____ ("**Property**").

6 Seller has owned the Property for approximately _____ years. Seller's statements below are a representation
 7 of Seller's knowledge of the Property's condition and not a warranty of any kind by Seller or any agent of Seller,
 8 nor should Seller's statements constitute a substitute for any inspections Buyer may wish to obtain. Buyer may,
 9 however, rely upon Seller's statements in deciding whether or not or upon what terms to purchase the Property.
 10 In this Disclosure, the term "is aware" means to have notice or knowledge.

11 CHECK ONE ANSWER: Explain any "yes" answers in the blank lines following number 20.

YES NO

- (1) ___ ___ Seller is aware of planned or commenced public improvements, which may result in special assessments or otherwise materially affect the Property or the present use of the Property.
- (2) ___ ___ Seller is aware of any governmental agency or court order requiring repair, alteration or correction of any existing condition on the Property.
- (3) ___ ___ Seller is aware of any completed or pending property tax reassessment of the Property.
- (4) ___ ___ Seller is aware of any land division involving the Property, for which required state or local approvals were not obtained.
- (5) ___ ___ Seller is aware of any portion of the Property being in a 100-year floodplain, a wetland or a shoreland zoning area under local, state or federal regulations.
- (6) ___ ___ Seller is aware of any portion of the Property being subject to, or in violation of, a Farmland Preservation Agreement under a County Farmland Preservation Plan, or enrolled in, or in violation of, a Forest Crop, Woodland Tax, Managed Forest, Conservation Reserve or comparable program.
- (7) ___ ___ Seller is aware of any boundary disputes or material violation of fence laws which require the erection and maintenance of legal fences between adjoining properties where one or both of the properties is used and occupied for farming or grazing purposes.
- (8) ___ ___ Seller is aware of material violations of environmental rules or other rules or agreements regulating the use of the Property.
- (9) ___ ___ Seller is aware of conditions constituting a significant health or safety hazard for occupants of the Property.
- (10) ___ ___ Seller is aware of underground storage tanks currently located on the property for the storage of flammable or combustible liquids, including but not limited to gasoline and heating oil.

- (11) ___ ___ Seller is aware of underground storage tanks previously located on the property for the storage of flammable or combustible liquids, including but not limited to gasoline and heating oil.
- (12) ___ ___ Seller is aware of high voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the Property.
- (13) ___ ___ Seller is aware of wells on the Property required to be abandoned but which are not abandoned according to governmental regulations.
- (14) ___ ___ Seller is aware of cisterns or septic tanks on the Property.
- (15) ___ ___ Seller is aware of sub-soil conditions which would significantly increase the cost of development, including, but not limited to, sub-surface foundations, organic or non-organic fill, dumpsites or containers on the property which contained or currently contain toxic or hazardous materials, high groundwater, soil conditions (e.g. low load bearing capacity) or excessive rocks or rock formations on the Property.
- (16) ___ ___ Seller is aware of a lack of legal vehicular access to the Property from public roads.
- (17) ___ ___ Seller is aware of any association by-laws, fees, covenants, restrictions, rules or regulations affecting the Property.
- (18) ___ ___ Seller is aware of any other conditions or occurrences which would significantly increase the costs of development or reduce the value of the Property to a person with reasonable knowledge of the nature and scope of the conditions or occurrences.
- (19) ___ ___ Seller is aware the Property is currently leased. Terms of the written and/or oral lease(s) are attached.
- (20) ___ ___ Seller is aware of any pending rezoning of or variances for the Property.

EXPLANATION OF "YES" ANSWERS:

12 Seller certifies that the information in this Disclosure is true and correct to the best of Seller's knowledge as of
 13 the date set forth above.

 Seller's Signature Date Seller's Signature Date

I acknowledge receipt of a copy of this Disclosure.

 Buyer's Signature Date Buyer's Signature Date

I the seller(s), understand that by checking this box my typed signature constitutes a legal signature.