

De Dueño A Dueño
STANDARD RESIDENTIAL EXCLUSIVE MARKETING AGREEMENT

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Doc#: 0631146109 Fee: \$62.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 11/07/2006 03:18 PM Pg: 1 of 6

(Marketing Company):

SELLER(s)* (Name and Address):

De Dueño A Dueño
5680 W Archer Ave.
Chicago, IL 60638

Gerardo Perez & Teresa Perez
1520 35th Ave
Melrose park 60165

*Seller represents and warrants that title to the property is in the name of Gerardo & Teresa Perez and Seller has the authority to sell the Property.

1. Property: This Agreement is between the above-mentioned "De Dueño A Dueño" and "Seller," in consideration of their acceptance of the terms hereof and, of De Dueño A Dueño 's efforts to advertise, market, and promote the real estate commonly known as:

Address: 1520 35th Ave, City: Melrose park
Unit No: _____, State: Illinois, Zip Code: 60165
County: COV, Annual Tax \$ 4000.00 Tax Year 2005
Permanent Index No.: _____

Condo, Coop, or Townhome Parking Space Included: Yes or No (check type) opportunity
deeded space; _____ limited common element; _____ assigned: Parking space # _____

2. Term and Conditions: The term of this Marketing Agreement begins 12:01 A.M. Month: April Day: 18
22 Year: 2006 and terminates on Month: NO Day: 22 Year: 2006
("marketing period"). Seller gives to De Dueño A Dueño the exclusive right to market the Property to qualified purchasers and to share the property with participants in the De Dueño A Dueño website. **Seller will be responsible for showing property to potential clients. (N/C). Seller(s) Initials.

(N/C) THE PARTIES UNDERSTAND AND AGREE THAT IT IS ILLEGAL FOR EITHER OF THEM TO REFUSE TO DISPLAY OR SELL SELLER'S PROPERTY TO ANY PERSON ON THE BASIS OF RACE, AGE, COLOR, RELIGION, SEX, ANCESTRY, MARITAL STATUS, PHYSICAL OR MENTAL HANDICAP, FAMILIAL STATUS, NATIONAL ORIGIN, 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.

3. Marketing Price: The price shall be \$ 268,000

4. Possession: Possession is to be negotiated at time of sales contract by buyer and seller.

5. Seller's Designated Agent: Seller accepts Austin Bayva ("Seller's Designated Marketing Agent"), and De Dueño A Dueño, as the direct advertising company of Seller to market Seller's Property. De Dueño A Dueño reserves the right to appoint additional agents for Seller when, in De Dueño A Dueño discretion, it is necessary. If additional designated agents are appointed, Seller shall be informed in writing within a reasonable time of such appointment. Seller understands and agrees that this Agreement is a contract for De Dueño A Dueño to market seller's property and that seller's Designated Agent is the only agent of Seller.

Sellers Initials: RP

Sellers Initials: _____

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- 6. Consent to Represent Other Sellers:** Seller understands and agrees that De Dueño A Dueño and Designated Agent may from time to time represent or assist other Sellers who may be interested in selling their Property to Buyers. The Seller consents to De Dueño A Dueño's and Designated Agent's representation of such other Sellers before, during, and after the expiration of this Exclusive Marketing Agreement and expressly waives any claims including but not limited to breach of duty or breach of contract based solely upon De Dueño A Dueño's or Designated Agent's representation or assistance of other Sellers who may be interested in selling their Property to Buyers.
- 7. De Dueño A Dueño Brokerage Fee:** In consideration of the obligations to De Dueño A Dueño, the Seller agrees: To pay De Dueño A Dueño, at the time of sign up or closing of the sale of the property and from the disbursement of the proceeds of said sale, compensation in the amount of Platinum, package type: 12999 for De Dueño A Dueño's services in marketing the property. Failure to pay De Dueño A Dueño/Buy Owner 2 Owner for services rendered at closing will result in legal suite for demand of full payment plus attorneys and collection fees. If the transaction shall not be closed because of refusal, failure, or inability of the Seller to perform, the Seller shall pay the marketing fee in full to De Dueño A Dueño upon demand. Should a sale be in pending or contingent status at the expiration of this Agreement, Seller shall pay De Dueño A Dueño the full commission set forth upon closing of said sale.
- 8. Administration Fee:** In addition to the De Dueño A Dueño brokerage commission set forth herein, Seller shall pay De Dueño A Dueño an administration fee of \$750 to offset De Dueño A Dueño's administration costs in processing this Agreement and waiting for seller's complete payment of service. Said fee shall be paid to De Dueño A Dueño on closing date.
- 9. Cooperation and Compensation:** Seller will authorize & determine at it's sole discretion, which outside agent to cooperate with and the amount of compensation that it will offer cooperating outside agent in the sale of Seller's Property. Seller acknowledges that the compensation offered to such cooperating agent is the sole responsibility of the seller and is an amount over an above the compensation due De Dueno A Dueno Inc. (M/C) Seller's Initials.
- 10. Title Insurance and Survey:** Seller acknowledges that Seller has not added to nor disposed of any part of the Property, or gained any easements in favor of or against the Property not disclosed in the Title Guaranty Policy except as stated herein. Prior to closing, Seller agrees to furnish at Seller's expense a title insurance commitment for an Owner's Title Insurance Policy in the amount of the sale price, showing good title in the owner's name. Prior to closing, Seller may be required to provide a survey of the premises dated not more than six (6) months prior to the closing date or as required by lender, certified by a licensed surveyor, having all corners staked and showing all improvements, easements, and building lines existing as of the sales contract date. After a sales contract has been signed, arrangements must be made to secure title insurance and schedule the closing. Seller understands that Seller is not required to use any particular title insurance company and that Seller or Seller's attorney may select any qualified licensed company for Seller's title insurance needs. At Seller's request, De Dueño A Dueño will arrange to order title insurance and related services on Seller's behalf. Not less than one (1) business day prior to closing, except where the subject property is a condominium, Seller may be required, at Seller's expense, to furnish a Plat of Survey dated not more than six (6) months prior to the date of closing, prepared by an Illinois registered land surveyor, showing any encroachments, measurements of all lot lines, all easements of record, building set-back lines of record, fences, all building and other improvements on the real estate and distances there from to the nearest two lot lines. In addition, the survey to be provided shall be a boundary survey conforming to the requirements of the Illinois Department of Professional Regulation found at 68 Ill. Adm. Code, Sec. 170.56. The survey shall show all corners staked and flagged or otherwise monumented. The survey shall have the following statement prominently appearing near the professional land surveyor seal and signature: "This professional service conforms to the current Illinois minimum standards for a boundary survey. A Mortgage Inspection, as defined, is not a boundary survey, and does not satisfy the necessary requirements."
- 11. CANCELLATION OF MARKETING AGREEMENT:** Once a marketing agreement has been signed by seller and a DE DUENO A DUENO associate, only DE DUENO A DUENO Inc. can cancel the contract at the seller's request. Seller can cancel the listing agreement free of charge within 3 days of signature date. *If a cancellation request is made after 3 days, the seller will be charged a \$750.00 cancellation fee to cover the marketing and processing of the marketing agreement.*

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12. Fixtures and Personal Property: All of the fixtures and personal property stated herein are owned by Seller and, to the best of Seller's knowledge, are in operating condition unless otherwise noted. Seller agrees to transfer to Buyer all fixtures, all heating, electrical, and plumbing systems together with the following items of personal property by Bill of Sale (Check or enumerate applicable items):

- Refrigerator
- Oven/Range/Stove
- Microwave
- Dishwasher
- Garbage Disposal
- Trash Compactor
- Washer
- Dryer
- Satellite Dish and System
- All Tacked Down Carpeting
- All Window Treatments & Hardware
- Built-in or Attached Shelving
- Smoke Detector(s)
- Ceiling Fan(s)
- TV Antenna System
- Window Air Conditioner(s)
- All Planted Vegetation with Invisible Fence System, Collar(s) and Box
- Fireplace Screen(s)/Door(s)/Grate(s)
- Fireplace Gas Logs
- Existing Storms & Screens
- Security System(s) (owned)
- Intercom System
- Central Vac & Equipment
- Electronic Garage Door Opener(s)
- Transmitter(s)
- Central Air Conditioning
- Electronic or Media Air Filter
- Central Humidifier
- Sump Pump(s)
- Water Softener (owned)
- Outdoor Shed
- Attached Gas Grill
- Light Fixtures (as they exist)

Other items included: None

Items NOT included: None

Unless otherwise agreed to in writing by Seller and Buyer, Seller shall warrant to Buyer that all fixtures, systems and personal property included in this Agreement shall be in operating condition at possession, except:

_____ A system or item shall be deemed to be in operating condition if it performs the function for which it is intended, regardless of age, and does not constitute a threat to health or safety.

13. Home Warranty: Seller shall agree to provide to Buyer a limited home warranty program from _____ at a charge of \$ _____. Seller acknowledges that a home warranty program is a limited warranty with a deductible.

14. Disclosure: Seller understands that the information which Seller provides to Seller's Designated Associate as marketing information will be used to advertise Seller's Property to the public. It is essential that this information be accurate and truthful. Seller agrees to comply with the provisions of the Illinois Residential Real Property Disclosure Act, and, if applicable, the Federal Lead Based Paint Disclosure Regulations. Seller shall complete the applicable disclosure document(s) in a timely manner, shall not knowingly provide false or inaccurate information therein, and shall comply with all local government ordinances. Although Seller is marketing Seller's Property in its present physical condition, Seller understands that Seller may be held responsible by a buyer for any latent or hidden, undisclosed defects in the Property which are known to Seller but which are not disclosed to buyer. Seller shall indemnify, save, defend and hold De Dueño A Dueño, De Dueño A Dueño's Sales Associates, and Seller's Designated Agent harmless from all claims, disputes, litigation, judgments and/or costs (including reasonable attorney's fees), whether or not frivolous, arising from any misrepresentations made by the Seller, from any incorrect information supplied by the Seller, or from any material fact concerning the Property including latent defects which the Seller fails to disclose. Further, Seller shall indemnify, save, defend, and hold De Dueño A Dueño, De Dueño A Dueño's Sales Agents, and Seller's Designated Agent harmless from any claim, loss, damage, or injury to any person or Property while viewing the Property arising from the condition of Seller's Property.

15. De Dueño A Dueño Limitations: The De Dueño A Dueño's sole duty is to advertise the sale of the Property. De Dueño A Dueño via a Professional Real Estate Partners real estate agent is authorized to prepare the sales contract using approved preprinted forms, but does not allow De Dueño A Dueño's & PRP's, real estate agents, or sales Agents to draft other legal documents required to close the sale. Therefore, the Seller agrees to draft and furnish, or have Seller's attorney draft and furnish all other legal documents necessary to close the sale.

16. Taxes and Assessments: All taxes and all usually prorated expenses shall be prorated pursuant to the terms of the sales contract. Seller shall disclose any assessments or special taxes for improvements or lien for improvements, either of record or in process, applicable to the Property marketed herein, and should the Seller receive any notice thereof, Seller agrees to notify the De Dueño A Dueño marketing company immediately.

Sellers Initials: ML

Sellers Initials: _____

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- 17. Earnest Money:** The Earnest Money shall be held by the seller's or buyer's attorney, in trust for the mutual benefit of the Parties in a manner consistent with Illinois State Law. Upon initial closing, or settlement, or upon forfeiture of the Sales Contract, the Earnest Money shall be applied first to the payment of any expenses incurred by the De Dueño A Dueño on Seller's behalf in the sale, and second to payment of the De Dueño A Dueño's sales commission, rendering the surplus, if any, to the Seller. If a dispute arises between Seller and Buyer as to whether a default has occurred, the designated attorney shall hold the Earnest Money and pay it out as agreed in writing by Seller and Buyer or as directed by a court of competent jurisdiction. In the event of such dispute, Seller agrees that designated attorney may deposit the funds with the clerk of the Circuit Court by an action in the nature of interpleader. Seller agrees designated attorney may be reimbursed from the Earnest Money for all costs, including reasonable attorney's fees, related to the filing of the interpleader and hereby agrees to indemnify and hold designated attorney harmless from any and all claims and demands, including the payment of reasonable attorney's fees, costs, and expenses arising out of such default, claims, and demands. If Seller defaults, Earnest Money, at the option of Buyer, shall be refunded to Buyer, but such refunding shall not release Seller from the obligation of this Marketing Agreement. There shall be no disbursement of Earnest Money unless Escrowee has been provided written agreement from Seller and Buyer. In anticipation of Closing, the Parties direct Escrowee to close the account no sooner than 10 (ten) business days prior to the anticipated Closing date.
- 18. Amendments:** Should it be necessary to amend or modify this Agreement, facsimile signatures of all parties to this Marketing Agreement are accepted as original signatures. This Agreement may be executed in multiple copies and Seller's signature hereon acknowledges that Seller has received a signed copy.
- 19. Indemnification of De Dueño A Dueño:** Seller agrees to indemnify De Dueño A Dueño and to save, defend, and hold De Dueño A Dueño harmless on account of any and all loss, damage, cost, or expense (including reasonable attorney's fees) incurred by De Dueño A Dueño, arising out of this Agreement, or in the collection of fees or commissions due De Dueño A Dueño pursuant to the terms and conditions of this Agreement provided De Dueño A Dueño is not at fault.
- 20. Disclaimer:** Seller acknowledges that De Dueño A Dueño and Seller's Designated Associate are acting solely as marketing professionals, and not as attorney, tax advisor, surveyor, structural engineer, home inspector, environmental consultant, architect, contractor, or other professional service provider. Seller understands that such other professional service providers are available to render advice or services to the Seller, if desired, at Seller's expense.
- 21. Costs of Third-Party Services or Products:** Seller is responsible for the costs of all third-party products or services such as surveys, soil tests, title reports, well and septic tests, etc.
- 22. Notice:** All notices required shall be in writing and shall be served by one Party to the other Party. Notice to any one of the multiple-person Party shall be sufficient notice to all. Notice shall be given in the following manner:
- (a) By personal delivery of such notice; or
 - (b) By mailing of such notice to the addresses recited herein by regular mail and by certified mail, return receipt requested.
- Except as otherwise provided herein, notice served by certified mail shall be effective on the date of mailing; or
- (c) By sending facsimile transmission. Notice shall be effective as of date and time of facsimile transmission, provided that the notice transmitted shall be sent on business days during business hours (8:00 A.M. to 6:00 P.M. Chicago Time). In the event fax notice is transmitted during non-business hours, the effective date and time of notice is the first hour of the first business day after transmission; or
 - (d) By sending e-mail transmission. Notice shall be effective as of date and time of e-mail transmission, provided that the notice transmitted shall be sent on business days during business hours (8:00 A.M. to 6:00 P.M. Chicago Time), and provided further that the recipient provides written acknowledgment to the sender of receipt of the transmission (by e-mail, facsimile, or by regular mail). In the event e-mail notice is transmitted during non-business hours, the effective date and time of notice is the first hour of the first business day after transmission.

Sellers Initials: *M*

Sellers Initials: _____

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23. **Entire Agreement:** This Agreement constitutes the complete understanding and entire agreement between the parties relating to the subject thereof, and any prior agreements pertaining thereto, whether oral or written, have been merged and integrated into this Agreement. This Agreement may not be terminated or amended prior to its termination date without the express written consent of both parties to this Agreement.

Seller hereby acknowledges receipt of a signed copy of this Agreement and all attachments. The attachments include the following (HERE LIST ALL ATTACHMENTS):

- Lead based paint disclosure (X)
- Mold disclosure (X)
- Seller's disclosure (X)

Other: Seller reserves the right to sell his property to the following people:

Selected marketing plan (<u>Planner</u>)	\$ <u>2999.00</u>
Payment upon signing of marketing agreement.	\$ <u>0</u>
Finance/Administration charge for deferred payment.	\$ <u>750.00</u>
Balance due at closing.	\$ <u>3749.00</u>

**Payment plan: (Yes) / (No) Type: Payment at closing

SELLER

SELLER

Angela Harper
DDAD ASSOCIATE

D.O. Regis
DDAD MANAGEMENT

1209 SELBIN AVE Forest Park, IL 60130
PROPERTY ADDRESS

DDAD E-MAIL ADDRESS

773-582-1390
OFFICE PHONE #

773-582-4851
OFFICE FAX #

8/22/06
DATE

PROPERTY ADDRESS

ROBERTO loves CHRISTINA@yahoo.com
E-MAIL ADDRESS

708-539-8433 + 708-717-9699
PHONE #'s

8/22/06
DATE

All signatures of legal owners of subject property required.

Sellers Initials: _____

Sellers Initials: _____

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Exhibit A

H63867

THE SOUTH 1/2 OF THE SOUTH 1/2 OF LOT 8 IN BLOCK 1 IN HENRY SOFFELS' THIRD ADDITION TO MELROSE PARK, A SUBDIVISION IN SECTION 4, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 8, 1909 AS DOCUMENT 4338336, IN COOK COUNTY, ILLINOIS.

P.I.N. 15-04-120-051-0000

C/K/A 1520 N. 35TH AVENUE, MELROSE PARK, ILLINOIS 60160-2722

Property of Cook County Clerk's Office