LISTING AGREEMENT
CIRCLE ONE REALTY, LLC

1. This Agreement is dated this _____ day of _____, _____, by and between Circle One Realty, LLC ("Listing Broker") and _____ ("Seller"). Seller designates RYAN CHERNEY as their Agent affiliated with the Listing Broker.

2. Seller desires to list on the Multiple Listing Service ("MLS") the real estate commonly known as:

   Street: _____ Unit No. (if applicable): _____

   City: _____ County: _____ State: _____ Zip: _____

   Property Tax ID Number: _____ (hereinafter the "Property").

3. Seller agrees that $_____ shall be the listing price for the Property, along with all improvements, offered for sale. Seller determined the listing price and the Listing Broker is not responsible for the listing price. Seller has the exclusive ability to modify the listing price, any modification shall be submitted in writing to the Listing Broker. Any Seller modifications to the listing price shall be submitted by the Listing Broker on the MLS.

4. Seller warrants and represents that Seller will no later than at the time of closing be able to convey marketable or merchantable title to the Property. The Listing Broker shall be entitled to keep the professional service fee regardless of whether Seller is able to establish marketable or merchantable title to the Property.

5. This Agreement shall give the Listing Broker the right to list on the MLS the Property for a period starting on _____ and ending at midnight on _____. If left blank, a default period of six (6) months shall apply from the date of acceptance of this Agreement.

6. Seller agrees to pay one of the flat fee packages listed below (due and payable upon acceptance of this Agreement):

Flat Fee Listing Options:

$145 - MLS Entry ☐	**$295 – MLS Basic** ☐	**$495 – MLS Classic** ☐	**$645 – MLS Elite** ☐
• 3 Month Listing	• 6 Month Listing	• 12 Month Listing	• Listed Until Sold or Cancelled
• 1 Photo	• Up to 25 Photos (Supplied by Seller)	• Up to 25 Photos	• Up to 25 Photos
	• **Standard Yard Sign**	• **Standard Yard Sign**	• **Professional Yard Sign Installation**
		• **Combination Lockbox**	• **Combination Lockbox**
		• **Professional Photographer**	• **Professional Photographer**
			• **Showing Appointment Scheduling**

Options Available For Purchase:

- ☐ Professional Photos - $175.00
- ☐ Combination Lockbox - $45.00
- ☐ Brochure Box - $20.00
- ☐ Professionally Installed Yard Sign - $150.00
- ☐ Electronic Lockbox - $200.00 ($100.00 rental fee + $100.00 deposit)
- ☐ Showing Appointment Scheduling - $85.00
- ☐ Additional Standard Yard Sign - $25.00

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7. In consideration of the fee received under this Agreement, the Listing Broker agrees to provide the following services:

   a) List the Property on the MLS/Midwest Real Estate Data, LLC (MRED) for a period no shorter than the period set forth under this Agreement;

   b) Distribute Seller's listing to Zillow.com, Trulia.com, Realtor.com, Homes.com and other broker websites (e.g., Redfin, Coldwell Banker, ReMax, Keller Williams, etc.) associated with the MLS (Seller acknowledges that the Listing Broker does not control how the listing appears on any websites listed herein or otherwise);

   c) Provide all commonly used Illinois disclosure forms for the Property and real estate purchase contracts; and

   d) Provide unlimited changes to the listing and unlimited open house notifications on the MLS and Realtor.com.

8. Listing Broker acknowledges Seller has the absolute right to terminate this Agreement if Seller's termination is submitted in writing to the Listing Broker. No termination fee shall be applied, unless there is a real estate purchase contract pending on the Property. In the event of a pending contract, then Seller agrees to pay the Buyer's Agent Commission as set forth in this Agreement.

9. Seller HEREBY agrees that Seller will:

   a) _____ (Initials) Notify Listing Broker (in writing – fax or e-mail) of any accepted offers within 24 hours of acceptance. Seller agrees to notify Listing Broker with a copy of the fully executed sales contract and required disclosures within 72 hours of time after acceptance;

   b) _____ (Initials) Provide Listing Broker with a copy of the Settlement Statement (HUD) within 72 hours of the closing date. Seller understands that they are liable for any and all MLS related fines (currently, not less than $100 per occurrence) incurred as a result of Sellers failure to comply with the requirements noted in parts (a) and (b) of this section;

   c) _____ (Initials) Pay the buyer broker commission of_____% of the sales price if the Property is sold to a buyer represented by a licensed real estate broker (including the Listing Broker) during the term of this Agreement if buyer's broker is able to find a buyer who is ready, able and willing to buy the Property at the price and terms set forth in the real estate purchase contract or otherwise in writing; or, if the Property is sold within 90 days of cancellation to a buyer that was introduced to the Property by a licensed real estate broker during the listing term. (This will not apply if Seller enters into a valid, written brokerage agreement with another licensed real estate broker within this 90 day protection period.);

   d) _____ (Initials) Conduct all showings of the Property and open houses without Listing Broker's assistance;

   e) _____ (Initials) Provide all legally required and commonly used Illinois disclosures to any prospective buyer or buyer's broker;

   f) _____ (Initials) Notify Listing Broker of any SHORT SALE. Upon notification, Listing Broker has the absolute right to terminate this Agreement without refund; and

   g) _____ (Initials) Provide Listing Broker with photos of the Property that are the sole property of the Seller. Seller further agrees to pay all MLS related fines incurred as a result of Sellers failure to comply with the requirements noted above.

10. Seller understands that this Agreement does not guarantee the sale of the Property. Seller further acknowledges that the Listing Broker does not hold earnest money and Seller's attorney or other third-party must hold the earnest money.

11. Seller understands that the Listing 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.

12. 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 the commission 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.

13. Seller understands that the Listing Broker may represent buyers who become interested in the Property during the course of the listing period. In such a case, Seller acknowledges the Listing Broker's right to represent that buyer and thus be entitled to the commission being offered by seller.

14. Seller and Listing Broker both acknowledge that it is illegal for either the owner of the Property or the Listing 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 class protected by applicable federal, state or local law.

15. Seller acknowledges that Seller has been informed of the responsibilities imposed upon Seller under the Residential Real Property Disclosure Act. Seller agrees to comply with the requirements of this Act to the best of the Seller's ability and to not knowingly provide any false or inaccurate information.

16. In accordance with the Illinois Minimum Service Law, Listing Broker offers to help in every aspect of the negotiation of the sale of the Property listed in this document. Listing Broker shall (a) receive any contracts, (b) answer any questions in regards to any offers or counter offers, and (c) communicate any offers or counter offers to the Buyers' agent on behalf of the Seller. This negotiation service is offered at no additional charge to the Seller—The Illinois Minimum Service Law cannot be waived. However, a listing office fee of up to $325.00 shall be deducted from the cooperating Brokers' commission if any and paid to Circle One Realty, LLC at closing. This fee again is not paid by the seller, it is deducted from the cooperating Brokers' commission at closing.

17. Seller acknowledges that Listing Broker has an obligation to release information to the MLS as to the final selling price, type of financing and number of days on market.

18. This Agreement shall not be amended, except by written agreement duly executed by both parties.

19. If any one or more provisions of this Agreement shall, for any reason, be held to be invalid, unenforceable or illegal in any respect, such invalidity, unenforceability or illegality shall not affect any other provision hereof.

LISTING AGREEMENT
CIRCLE ONE REALTY, LLC

THE UNDERSIGNED WARRANTS THAT THEY ARE THE SOLE OWNER(S) OF THE PROPERTY AND AUTHORIZED TO EXECUTE THIS AGREEMENT AND TO SELL THE PROPERTY AS HEREIN PROVIDED.

AGREED TO BY SELLER(S):

Print Name(s): _____

Signature(s): _____

Date: _____

Print Name(s): _____

Signature(s): _____

Date: _____

AGREED TO BY LISTING BROKER:

Print Name: _____

Signature: _____

Date: _____

Property Data Form
2 - 4 Units Listing Form

admin@circleonerealty.com
Questions Call 630-528-2300

Owner Contact Information

Owner's Name: _____

Address (if different from property listed): _____

City: _____ **State:** _____ **Zip:** _____

Owner Phone #: _____ **Email Address:** _____

Property Information

Address: _____ **Asking Price:** _____

City: _____ **Township:** _____ **State:** _____ **Zip:** _____

Subdivision: _____ **Model:** _____ **Multiple PIN Numbers** ☐ **Yes** ☐ **No**

Parcel # (PIN): _____ **County:** _____

Is this Property also listed for rent? ☐ **Yes** ☐ **No** **Provide MLS# (if known):** _____

Corporate Limits of - or- Unincorporated: _____

General

General Directions to Property:

School Information

Elementary District #: _____ **Elementary School Name:** _____

2nd/Alternative Elementary School Name: _____

Jr High/Middle District #: _____ **Jr High/Middle School Name:** _____

2nd/Alternative Jr High/Middle School Name: _____

High School District #: _____ **High School Name:** _____

2nd/Alternative High School Name: _____

Other Public School District #: _____ **Other Public School Name:** _____

Ownership Type: ☐ Condo ☐ Fee Simple ☐ Fee Simple w/HO Assn		Rebuild: ☐ Yes ☐ No
List Approx. Year Built:_____ or ☐ Unknown		Built Before 1978: ☐ Yes ☐ No
Recent Rehab: ☐ Yes ☐ No	Rehab Year:_____	Existing Basement/ Foundation: ☐ Yes ☐ No
Waterfront: ☐ Yes ☐ No		

Property Data Form
2 - 4 Units Listing Form

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Questions Call 630-528-2300

ZONING TYPE:

- [ ] Agricultre
- [ ] Commercial
- [ ] Industrial
- [ ] Legal Non-Confirming
- [ ] Multi-Family
- [ ] Planned Manufacturing District
- [ ] Planned Unit Development
- [ ] Single Family
- [ ] Other

TYPE DETACHED (Maximum of 1 selection + Hillside, Earth, Coach House or Teardown, if applicable)

- [ ] 1 Story
- [ ] 1.5 Story
- [ ] 2 Stories
- [ ] 3 Stories
- [ ] 4+ Stories
- [ ] Raised Ranch
- [ ] Split Level
- [ ] Split Level w/Sub
- [ ] Manufactured
- [ ] Modular
- [ ] Coach House
- [ ] Earth
- [ ] Hillside
- [ ] Teardown
- [ ] Other

STYLE:
(Maximum of 1 Selection)

- [ ] American 4-Sq.
- [ ] Bi-Level
- [ ] Brownstone
- [ ] Bungalow
- [ ] Capecod
- [ ] Colonial
- [ ] Contemporary
- [ ] Cottage
- [ ] English
- [ ] Farmhouse
- [ ] French Provincial
- [ ] Georgian
- [ ] Greystone
- [ ] Log
- [ ] Mediterranean/Spanish
- [ ] Prairie
- [ ] Quad Level
- [ ] Queen Anne
- [ ] Ranch
- [ ] Row House
- [ ] Step Ranch
- [ ] Traditional
- [ ] Tri-Level
- [ ] Tudor
- [ ] Victorian
- [ ] Other
- [ ] Mid Level
- [ ] A-Frame
- [ ] Walk-Out Ranch

AGE:
(Maximum of 1 Selection)

- [ ] 1-5 Years
- [ ] 6-10 Years
- [ ] 11-15 Years
- [ ] 16-20 Years
- [ ] 21-25 Years
- [ ] 26-30 Years
- [ ] 31-40 Years
- [ ] 41-50 Years
- [ ] 51-60 Years
- [ ] 61-70 Years
- [ ] 71-80 Years
- [ ] 81-90 Years
- [ ] 91-100 Years
- [ ] 100+ Years
- [ ] New-Will Build to Suit
- [ ] New-Proposed Construction
- [ ] New-Under Construction
- [ ] Unknown

NEW/PROPOSED CONSTRUCTION OPTIONS (Maximum of 6 selections)

- [ ] Air Purifier/Humidifier
- [ ] Appliance Package/Allowance
- [ ] Basement/Lower Level Exterior Exit
- [ ] Basement/Lower Level Finished
- [ ] Basement/Lower Level Stubd in Bath
- [ ] Central Air
- [ ] Central Air Ready
- [ ] Deck/Patio/Screened Porch
- [ ] Electrical Allowance
- [ ] Energy Efficient Package
- [ ] Exterior Brick/Cedar
- [ ] Fireplace
- [ ] Basement
- [ ] Garage
- [ ] Hardwood/Ceramic Floors
- [ ] Hot Tub/Pool
- [ ] Landscaping
- [ ] Oak Trim/Oak Staircase
- [ ] Roof Cedar/Shakes/Tile
- [ ] Skylight(s)
- [ ] Upgraded Carpet/Pad/Vinyl
- [ ] Upgraded Interior/Exterior Door(s)
- [ ] Vaulted /Cathedral Ceilings
- [ ] Vinyl Clad Windows
- [ ] Whirlpool Tub
- [ ] Other
- [ ] Wood Windows
- [ ] Lighting Allowance
- [ ] Flooring Allowance
- [ ] Wood Laminate Flooring
- [ ] Upgraded Siding
- [ ] Upgraded Roofing
- [ ] Upgraded Insulation
- [ ] Upgraded Cabinets & Counters
- [ ] Zoned Heating/Cooling
- [ ] Floor Plan Modifications Allowed

AREA AMENITIES
(Maximum of 6 selections)

- [ ] Clubhouse
- [ ] Park/Playground
- [ ] Pool
- [ ] Tennis Court(s)
- [ ] Horse-Community Barn
- [ ] Horse Riding Area
- [ ] Horse Riding Trails
- [ ] Landing Strip
- [ ] Pond/Lake
- [ ] Dock-Community
- [ ] Water Rights
- [ ] Curbs/Gutters
- [ ] Gated Entry
- [ ] Sidewalks
- [ ] Street Lights
- [ ] Street Paved
- [ ] Other

REMARKS
(Maximum of 1000 characters with spaces. Fee Free to send by email to admin@circleonerealty.com)

CIRCLE ONE REALTY
REVOLUTIONIZING THE REAL ESTATE INDUSTRY

Property Data Form
2 - 4 Units Listing Form

admin@circleonerealty.com
Questions Call 630-528-2300

Lot Dimensions:
(ex. 80' x 110')

Acreage:

EXTERIOR BUILDING TYPE:
(maximum of 3 selections)

- ☐ Aluminum Siding
- ☐ Vinyl Siding
- ☐ Steel Siding
- ☐ Brick
- ☐ Cedar
- ☐ Frame
- ☐ Block
- ☐ EIFS (e.g. Dryvit)
- ☐ Glass
- ☐ Log
- ☐ Masonite
- ☐ Shakes
- ☐ Stucco
- ☐ Stone
- ☐ Marble/Granite
- ☐ Concrete
- ☐ Asbestos Siding
- ☐ Limestone
- ☐ Slate
- ☐ Other
- ☐ Clad Trim

LOT SIZE
(Maximum of 1 selection)

- ☐ Less than .25 acres
- ☐ .25-.49 Acres
- ☐ .50-.99 Acres
- ☐ 1.0-1.99 Acres
- ☐ 2.0-2.99 Acres
- ☐ 3.0-3.99 Acres
- ☐ 4.0-4.99 Acres
- ☐ 5.0-5.99 Acres
- ☐ 6.0-7.99 Acres
- ☐ 8.0-9.99 Acres
- ☐ 10.0 + Acres
- ☐ Oversized Chicago Lot
- ☐ Standard Chicago Lot

LOT DESCRIPTION:
(Maximum of 6 selections)

- ☐ Beach
- ☐ Chain of Lakes Frontage
- ☐ Channel Front
- ☐ Common Grounds
- ☐ Corner
- ☐ Cul-De-Sac
- ☐ Dimensions to Center of Road
- ☐ Fenced Yard
- ☐ Forest Perverse Adjacent
- ☐ Golf Course Lot
- ☐ Nature Preserve Adjacent
- ☐ Wetlands Adjacent
- ☐ Horses Allowed
- ☐ Irregular
- ☐ Lake Front
- ☐ Landscaped Professionally
- ☐ Legal Non-conforming
- ☐ Paddock
- ☐ Park Adjacent
- ☐ Pond
- ☐ River Front
- ☐ Stream
- ☐ Water Rights
- ☐ Water View
- ☐ Wooded
- ☐ Rear of Lot

EXTERIOR PROPERTY FEATURES:
(Maximum of 6 selections)

- ☐ Balcony
- ☐ Deck
- ☐ Patio
- ☐ Porch
- ☐ Greenhouse
- ☐ Hot Tub
- ☐ Roof Deck
- ☐ Porch Screened
- ☐ Gazebo
- ☐ Storage Shed
- ☐ Dog Run&/or Invisible Fence
- ☐ Horse Barn/ Pole Barn
- ☐ Tennis Court(s)
- ☐ Screened Patio
- ☐ Screed Deck
- ☐ Stamped Concrete Patio
- ☐ Brick Paver Patio
- ☐ Boat Dock/ Mooring
- ☐ Pool Above Ground
- ☐ Pool In-Ground
- ☐ Storms/ Screens
- ☐ Grill-Outdoors
- ☐ Outdoor Fireplace
- ☐ Private Entrance
- ☐ End Unit
- ☐ Door Monitored by TV
- ☐ Master Antenna
- ☐ Cable Access
- ☐ Box Stalls
- ☐ Crib
- ☐ Machine Shed
- ☐ Other Building

ROOF TYPE:

- ☐ Asphalt/Glass (Rolled)
- ☐ Asphalt/Glass (Shingles)
- ☐ Metal
- ☐ Rubber
- ☐ Slate
- ☐ Tar & Gravel
- ☐ Tile
- ☐ Wood Shakes/Shingles
- ☐ Other

FOUNDATION:

- ☐ Block
- ☐ Brick
- ☐ Concrete
- ☐ Pillars
- ☐ Reinforced Caisson
- ☐ Stone
- ☐ Wood
- ☐ Other

PARKING TYPE:

☐ Exterior Space (s) ☐ Garage
☐ None

Is Parking Included in the Price? ☐ Yes ☐ No

GARAGE DETAILS:

Garage On-Site? ☐ Yes ☐ No

GARAGE TYPE:

- ☐ Attached
- ☐ Detached
- ☐ None

# of Garage Spaces: _____

GARAGE OWNERSHIP:

- ☐ Owned
- ☐ Transferrable Lease
- ☐ Deeded Sold Separately*
- ☐ Fee/ Leased **
- ☐ N/A

Deeded Garage Cost: $_____
(if sold separately)

Fee/ Leased Garage Cost: $_____
(if fee/ leased)

GARAGE DETAILS:

- ☐ Garage Door Opener(s)
- ☐ Transmitter(s)
- ☐ Carport
- ☐ Heated
- ☐ Tandem
- ☐ 7 ft or more high garage door
- ☐ Multiple Garages
- ☐ None/ N/A

PARKING DETAILS:

Parking On-Site? ☐ Yes ☐ No

PARKING OWNERSHIP:

- ☐ Owned
- ☐ Transferrable Lease
- ☐ Deeded Sold Separately*
- ☐ Fee/ Leased **
- ☐ N/A

List # of Parking Spaces: _____

PARKING DETAILS:

- ☐ Assigned Spaces
- ☐ Unassigned
- ☐ Off Alley
- ☐ Off Street
- ☐ Side Apron
- ☐ Zoned Permit
- ☐ Visitor Parking
- ☐ Valet
- ☐ Underfround/ Covered
- ☐ Driveway
- ☐ None/ N/A

DRIVEWAY:

- ☐ Asphalt
- ☐ Brick
- ☐ Concrete
- ☐ Dirt
- ☐ Gravel
- ☐ Circular
- ☐ Shared
- ☐ Off Alley
- ☐ Side Drive
- ☐ Heated
- ☐ Other

Deeded Parking Space Cost: $_____
(if sold separately)

Fee/ Leased Parking Space Cost: $_____
(if fee/ leased)

CIRCLE ONE REALTY
REVOLUTIONIZING THE REAL ESTATE INDUSTRY

Property Data Form
2 - 4 Units Listing Form

admin@circleonerealty.com
Questions Call 630-528-2300

INTERIOR FEATURES:

Units in Building: _____

of Rooms in Building: _____

# of Bedrooms in Building: _____

Full Baths in Building: _____

1/2 Baths in Building: _____

3 Bedroom Unit in Building ☐ Yes ☐ No

BASEMENT:
- ☐ Full
- ☐ Partial
- ☐ Walkout
- ☐ English
- ☐ None

BASEMENT DESCRIPTION:
- ☐ None
- ☐ Finished
- ☐ Partially Finished
- ☐ Unfinished
- ☐ Crawl
- ☐ Cellar
- ☐ Sub-Basement
- ☐ Slab
- ☐ Exteriors Access
- ☐ Other
- ☐ Rough In

	Floor #	# Rooms	# Bedrooms	# Full Baths	# Half Baths	Master Bedroom Bath	Security Deposit	Rent Amount	Lease Exp. Date
Unit 1						☐ Full ☐ Half ☐ Shared ☐ None	$_____	$_____	_____
Unit 2						☐ Full ☐ Half ☐ Shared ☐ None	$_____	$_____	_____
Unit 3						☐ Full ☐ Half ☐ Shared ☐ None	$_____	$_____	_____
Unit 4						☐ Full ☐ Half ☐ Shared ☐ None	$_____	$_____	_____

	Unit 1	Unit 2	Unit 3	Unit 4
Appliances/ Features:	☐ Stove ☐ Refrigerator ☐ Washer ☐ Dryer ☐ Dishwasher ☐ Microwave ☐ Disposal ☐ Compactor ☐ Central A/C ☐ Window A/C ☐ Fireplace - Artifical ☐ Fireplace - Gas ☐ Garage/ Space ☐ None ☐ Laundry Hook-Up ☐ Range Hood ☐ Cathedral Ceilings ☐ Hardwood Floors ☐ Skylights/ Windows ☐ Walk-In Closet ☐ Handicap Access	☐ Stove ☐ Refrigerator ☐ Washer ☐ Dryer ☐ Dishwasher ☐ Microwave ☐ Disposal ☐ Compactor ☐ Central A/C ☐ Window A/C ☐ Fireplace - Artifical ☐ Fireplace - Gas ☐ Garage/ Space ☐ None ☐ Laundry Hook-Up ☐ Range Hood ☐ Cathedral Ceilings ☐ Hardwood Floors ☐ Skylights/ Windows ☐ Walk-In Closet ☐ Handicap Access	☐ Stove ☐ Refrigerator ☐ Washer ☐ Dryer ☐ Dishwasher ☐ Microwave ☐ Disposal ☐ Compactor ☐ Central A/C ☐ Window A/C ☐ Fireplace - Artifical ☐ Fireplace - Gas ☐ Garage/ Space ☐ None ☐ Laundry Hook-Up ☐ Range Hood ☐ Cathedral Ceilings ☐ Hardwood Floors ☐ Skylights/ Windows ☐ Walk-In Closet ☐ Handicap Access	☐ Stove ☐ Refrigerator ☐ Washer ☐ Dryer ☐ Dishwasher ☐ Microwave ☐ Disposal ☐ Compactor ☐ Central A/C ☐ Window A/C ☐ Fireplace - Artifical ☐ Fireplace - Gas ☐ Garage/ Space ☐ None ☐ Laundry Hook-Up ☐ Range Hood ☐ Cathedral Ceilings ☐ Hardwood Floors ☐ Skylights/ Windows ☐ Walk-In Closet ☐ Handicap Access
Tenant Pays:	☐ All ☐ Electric ☐ Gas ☐ Heat ☐ Parking ☐ Scavenger ☐ Sewer ☐ Water ☐ Other ☐ None	☐ All ☐ Electric ☐ Gas ☐ Heat ☐ Parking ☐ Scavenger ☐ Sewer ☐ Water ☐ Other ☐ None	☐ All ☐ Electric ☐ Gas ☐ Heat ☐ Parking ☐ Scavenger ☐ Sewer ☐ Water ☐ Other ☐ None	☐ All ☐ Electric ☐ Gas ☐ Heat ☐ Parking ☐ Scavenger ☐ Sewer ☐ Water ☐ Other ☐ None

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2 - 4 Units Listing Form

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	Unit 1	Unit 2	Unit 3	Unit 4
Bath Amenities:	☐ Whirlpool ☐ Separate Shower ☐ Handicap Shower ☐ Steam Shower ☐ Double Sink ☐ Bidet ☐ Garden Tub ☐ European Shower ☐ Full Body Spray Shower ☐ Double Shower ☐ Soaking Tub ☐ No Tub	☐ Whirlpool ☐ Separate Shower ☐ Handicap Shower ☐ Steam Shower ☐ Double Sink ☐ Bidet ☐ Garden Tub ☐ European Shower ☐ Full Body Spray Shower ☐ Double Shower ☐ Soaking Tub ☐ No Tub	☐ Whirlpool ☐ Separate Shower ☐ Handicap Shower ☐ Steam Shower ☐ Double Sink ☐ Bidet ☐ Garden Tub ☐ European Shower ☐ Full Body Spray Shower ☐ Double Shower ☐ Soaking Tub ☐ No Tub	☐ Whirlpool ☐ Separate Shower ☐ Handicap Shower ☐ Steam Shower ☐ Double Sink ☐ Bidet ☐ Garden Tub ☐ European Shower ☐ Full Body Spray Shower ☐ Double Shower ☐ Soaking Tub ☐ No Tub
Additional Rooms:	☐ 1st Floor Bedroom ☐ 2nd Kitchen ☐ Den ☐ Dark Room ☐ Enclosed Balcony ☐ Enclosed Porch ☐ Exercise Room ☐ Family ☐ Room ☐ Foyer ☐ Gallery ☐ Great Room ☐ In-Law Arrangement ☐ Laundry Room(s) ☐ Library ☐ Loft ☐ Maid's Room ☐ Screened Porch ☐ Recreation Room ☐ Sitting Room ☐ Sun/ Florida Room ☐ Utility Room/ 1st Floor ☐ Utility Rom/ 2nd Floor ☐ Workroom	☐ 1st Floor Bedroom ☐ 2nd Kitchen ☐ Den ☐ Dark Room ☐ Enclosed Balcony ☐ Enclosed Porch ☐ Exercise Room ☐ Family ☐ Room ☐ Foyer ☐ Gallery ☐ Great Room ☐ In-Law Arrangement ☐ Laundry Room(s) ☐ Library ☐ Loft ☐ Maid's Room ☐ Screened Porch ☐ Recreation Room ☐ Sitting Room ☐ Sun/ Florida Room ☐ Utility Room/ 1st Floor ☐ Utility Rom/ 2nd Floor ☐ Workroom	☐ 1st Floor Bedroom ☐ 2nd Kitchen ☐ Den ☐ Dark Room ☐ Enclosed Balcony ☐ Enclosed Porch ☐ Exercise Room ☐ Family ☐ Room ☐ Foyer ☐ Gallery ☐ Great Room ☐ In-Law Arrangement ☐ Laundry Room(s) ☐ Library ☐ Loft ☐ Maid's Room ☐ Screened Porch ☐ Recreation Room ☐ Sitting Room ☐ Sun/ Florida Room ☐ Utility Room/ 1st Floor ☐ Utility Rom/ 2nd Floor ☐ Workroom	☐ 1st Floor Bedroom ☐ 2nd Kitchen ☐ Den ☐ Dark Room ☐ Enclosed Balcony ☐ Enclosed Porch ☐ Exercise Room ☐ Family ☐ Room ☐ Foyer ☐ Gallery ☐ Great Room ☐ In-Law Arrangement ☐ Laundry Room(s) ☐ Library ☐ Loft ☐ Maid's Room ☐ Screened Porch ☐ Recreation Room ☐ Sitting Room ☐ Sun/ Florida Room ☐ Utility Room/ 1st Floor ☐ Utility Rom/ 2nd Floor ☐ Workroom

WATER:

- ☐ Lake Michigan
- ☐ Public
- ☐ Private Company
- ☐ Well Community
- ☐ Well Private
- ☐ Well Private Company
- ☐ Well Shared
- ☐ Other

SEWER:

- ☐ Septic - Mechanical
- ☐ Septic - Private
- ☐ Septic - Shared
- ☐ Sewer - Public
- ☐ Sewer Storm
- ☐ Holding Tank(s)
- ☐ Overhead Sewers
- ☐ Other

HEAT/ FUEL:

- ☐ Gas
- ☐ Electric
- ☐ Oil
- ☐ Propane
- ☐ Solar
- ☐ Forced Air
- ☐ Hot Water/ Steam
- ☐ Baseboard
- ☐ Radiant
- ☐ Gravity Air
- ☐ Heat Pump
- ☐ Radiators
- ☐ Space Heaters
- ☐ 2+ Separate Heating Systems
- ☐ Individual Controls
- ☐ Zoned
- ☐ Other
- ☐ None

EQUIPMENT:

- ☐ Humidifier
- ☐ Water Softener - Owned
- ☐ Water Softener - Rented
- ☐ Central Vacuum
- ☐ TV - Cable
- ☐ TV - Dish
- ☐ TV - Antenna
- ☐ TV - Rotor
- ☐ Security System
- ☐ Intercom
- ☐ Fire Sprinklers
- ☐ CO Detectors
- ☐ Ceiling Fans
- ☐ Fan - Attic Exhaust
- ☐ Fan- Whole House
- ☐ Sump Pump
- ☐ Sprinkler Lawn
- ☐ Air Cleaner
- ☐ Air Exchanger
- ☐ Backup Sump Pump
- ☐ Radon Mitigation System(s)
- ☐ Power Generator

ENERGY/GREEN BUILDING RATING SOURCE:

- ☐ Energy Star Homes
- ☐ LEED - H Certified
- ☐ LEED - H Silver
- ☐ LEED - H Gold
- ☐ LEED - H Platinum
- ☐ NAHB Emerald
- ☐ NAHB Bronze
- ☐ NAHB Silver
- ☐ NAHB Gold
- ☐ Chicago Green Homes
- ☐ Other

HERS INDEX SCORE:

_____

GREEN FEATURES:

- ☐ Photovoltaic/ Solar System
- ☐ Pre-wired for PV/ Solar
- ☐ Solar Hot Water
- ☐ Geothermal Heating/ Cooling System
- ☐ Tankless Hot Water Heater
- ☐ Enhanced Air Filtration
- ☐ Low Flow Commode
- ☐ Low Flow Fixtures
- ☐ Native/ Drought Resistant Landscaping
- ☐ Rainwater Collection System
- ☐ Green Roof

Property Data Form
2 - 4 Units Listing Form

admin@circleonerealty.com
Questions Call 630-528-2300

TAX/ ASSESSMENTS:

Tax Year

_____

Taxes

$ _____

Tax Eexmptions:

- ☐ Homeowner
- ☐ Senior
- ☐ Senior Freeze
- ☐ Other
- ☐ None

Special Assessments:

☐ Yes ☐ No ☐ Unkown

Special Service Area:

☐ Yes ☐ No

☐ Included in Tax Bill

If Yes, enter Fee

$_____

Total Rental Income

$_____

Net Operationg Income

$_____

Gross Income

$_____

Gross Expenses

$_____

Additional PIN #1 _____ Taxes #1 $ _____

Additional PIN #2 _____ Taxes #1 $ _____

Additional PIN #3 _____ Taxes #1 $ _____

Other Additional Income:

- ☐ Coin Laundry
- ☐ Garage(s)
- ☐ Parking Space(s)
- ☐ Other

BUYER TAKES POSSESSION:

- ☐ Closing
- ☐ Immediate
- ☐ lease Back Required
- ☐ Negotiable
- ☐ Prior ro Closing
- ☐ Specifice Date
- ☐ Tenant's Rights
- ☐ Other

SALE TERMS:

- ☐ Conventional
- ☐ FHA
- ☐ VA
- ☐ Assumption - Conv.
- ☐ Assumption - FHA
- ☐ Assumption - VA
- ☐ Release Required
- ☐ Contract (Articles) For Deed
- ☐ Lease/ Purchase
- ☐ Owner May Help/ Assist
- ☐ Purchase Money Mortgage
- ☐ Rent w/ Option
- ☐ Rewrite/ Blend
- ☐ Trade/ Exchange
- ☐ Cash Onlyy
- ☐ Other

Is Seller/ Owner a licensed Real Estate Agent?

☐ Yes ☐ No

Misc. Information

Owner of Record Name 1: _____

Owner of Record Name 2: _____

Owners Phone #: _____ **Owners Email:** _____

Do you prefer to be contacted for showings via ☐ **Call** ☐ **Text**

Special Showing Instructions (2 hr notice, dog in crate etc.):

Circle One Realty

Digital Media Usage Policy

Circle One Realty has the following Digital Media Usage Policy regarding the use of copyrighted materials including but not limited to photographs, virtual tours, renderings, sketches, or drawings (hereafter referred to as "materials") for a new listing submitted to the MLS.

Usage of copyrighted materials without permission is in violation to Federal Law. All photographs and other materials posted to the MLS and other websites must be the sole property of the Seller. Seller further agrees to reimburse Circle One Realty for any MLS related fines incurred as a result of Seller's failure to comply with the copyright requirements detailed below.

Seller's Disclosure: (Initial where applicable)

_____ Seller commissioned a professional photographer through Circle One Realty. Applies to *Classic*, *Elite*, and upgraded packages.

_____ Seller personally took the photographs to be included in the listing.

_____ Seller personally created the virtual tour and/or other materials to be included in the listing.

_____ Seller contracted with a photographer and/or other professional to take the photo(s) and/or created the virtual tour and other materials which are to be included in the listing. Seller states that he/she personally owns the copyright to the material(s) and can provide a release and/or receipt from the photographer other professional if asked to do so. Documentation must indicate ownership and/or unlimited rights of copyrighted materials.

Seller is hereby responsible for any fines (minimum $250.000) levied by the MLS against Circle One Realty if it is determined that the materials are in violation of any copyright regulations. In addition, by signing this document, Seller is granting permission to Circle One Realty to upload these materials to MRED and allow it to be displayed through MRED's services.

Usage of the photographs and other materials provided are to be used for the sole purpose of marketing the property, including distribution to the MLS, feeds, and syndication. The usage is limited to the duration of the listing.

Property Address: _____

Agreed to and Accepted by **Seller(s)**:

Signature: _____

Signature: _____

Date of Acceptance:

_____ / _____ / _____

Agreed to and Accepted by **Circle One Realty:**

Signature: _____

Date of Acceptance:

_____ / _____ / _____

Return Signed Document to admin@circleonerealty.com

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 BEFORE THE SIGNING OF A CONTRACT. 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___. 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, "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.	☐	☐	☐	Seller has occupied the property within the last 12 months. (If "no," please identify capacity or explain relationship to property.) _____ _____ _____
2.	☐	☐	☐	I currently have flood hazard insurance on the property.
3.	☐	☐	☐	I am aware of flooding or recurring leakage problems in the crawl space or basement.
4.	☐	☐	☐	I am aware that the property is located in a floodplain.
5.	☐	☐	☐	I am aware of material defects in the basement or foundation (including cracks and bulges).
6.	☐	☐	☐	I am aware of leaks or material defects in the roof, ceilings, or chimney.
7.	☐	☐	☐	I am aware of material defects in the walls, windows, doors, or floors.
8.	☐	☐	☐	I am aware of material defects in the electrical system.
9.	☐	☐	☐	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).
10.	☐	☐	☐	I am aware of material defects in the well or well equipment.
11.	☐	☐	☐	I am aware of unsafe conditions in the drinking water.
12.	☐	☐	☐	I am aware of material defects in the heating, air conditioning, or ventilating systems.
13.	☐	☐	☐	I am aware of material defects in the fireplace or wood burning stove.
14.	☐	☐	☐	I am aware of material defects in the septic, sanitary sewer, or other disposal system.
15.	☐	☐	☐	I am aware of unsafe concentrations of radon on the premises.
16.	☐	☐	☐	I am aware of unsafe concentrations of or unsafe conditions relating to asbestos on the premises.
17.	☐	☐	☐	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.
18.	☐	☐	☐	I am aware of mine subsidence, underground pits, settlement, sliding, upheaval, or other earth stability defects on the premises.
19.	☐	☐	☐	I am aware of current infestations of termites or other wood boring insects.
20.	☐	☐	☐	I am aware of a structural defect caused by previous infestations of termites or other wood boring insects.
21.	☐	☐	☐	I am aware of underground fuel storage tanks on the property.
22.	☐	☐	☐	I am aware of boundary or lot line disputes.
23.	☐	☐	☐	I have received notice of violation of local, state or federal laws or regulations relating to this property, which violation has not been corrected.
24.	☐	☐	☐	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 report 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.

THE SELLER ACKNOWLEDGES THAT THE SELLER IS REQUIRED TO PROVIDE THIS DISCLOSURE REPORT TO THE PROSPECTIVE BUYER BEFORE THE SIGNING OF THE CONTRACT AND HAS A CONTINUING OBLIGATION, PURSUANT TO SECTION 30 OF THE RESIDENTIAL REAL PROPERTY DISCLOSURE ACT, TO SUPPLEMENT THIS DISCLOSURE PRIOR TO CLOSING.

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 THE PROSPECTIVE BUYER MAY REQUEST AN INSPECTION OF THE PREMISES PERFORMED BY A QUALIFIED PROFESSIONAL.**

Prospective Buyer: _____ Date: _____ Time: _____

Prospective Buyer: _____ Date: _____ Time: _____

A COPY OF SECTIONS 5 THROUGH 65 OF ARTICLE 2 OF THE RESIDENTIAL REAL PROPERTY DISCLOSURE ACT IS AFFIXED HERETO AND SHOULD BE REVIEWED BY PROSPECTIVE BUYER.

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:

(1) is a beneficiary of an Illinois land trust; or

(2) has an interest, legal or equitable, in residential property as:

i. an owner;

ii. a beneficiary of a trust;

iii. a beneficiary pursuant to testate disposition, intestate succession, or a transfer on death instrument; or

iv. a contract purchaser or lessee of a ground lease.

"Seller" does not include a party to a transfer that is exempt under Section 15.

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

"Contract" means 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 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. Seller Exemptions. A seller in any of the following transfers is exempt from this Act, regardless of whether a disclosure report is delivered:

(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. As used in this paragraph, "trust' includes an Illinois land trust.

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

(5) Transfers from a decedent pursuant to testate disposition, intestate succession, or a transfer on death instrument.

(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 report 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 never been occupied. This does not include rehabilitation of existing residential real property.

Section 20. Disclosure Report Requirements. A seller of residential real property shall complete all items in the disclosure report described in Section 35. The seller shall deliver to the prospective buyer the written disclosure report required by this Act before the signing of a contract.

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 report supplement. If, prior to closing, any seller becomes aware of an error, inaccuracy, or omission in any prior disclosure report or supplement after delivery of that disclosure report or supplement to a prospective buyer, that seller shall supplement the prior disclosure report or supplement with a written supplemental disclosure, delivered by any method set forth in Section 50.

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

Section 40. Material defect.

(a) If a seller discloses a material defect in the Residential Real Property Disclosure Report, including a response to any statement that is answered "yes" except numbers 1 and 2, and, in violation of Section 20, it is delivered to the prospective buyer after all parties have signed a contract, the prospective buyer, within 5 business days after receipt of that report, may terminate the contract or other agreement with the return of all earnest money deposits or down payments paid by the prospective buyer in the transaction without any liability to or recourse by the seller.

(b) If a seller discloses a material defect in a supplement to this disclosure report, the prospective buyer shall not have a right to terminate unless:

(i) the material defect results from an error, inaccuracy, or omission of which the seller had actual knowledge at the time the prior disclosure was completed and signed by the seller; (ii) the material defect is not repairable prior to closing; or (iii) the material defect is repairable prior to closing, but within 5 business days after the delivery of the supplemental disclosure, the seller declines, or otherwise fails to agree in writing, to repair the material defect.

(c) 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 delivered to at least one of the sellers by any method set forth

in Section 50, at the contact information provided by any seller or indicated in the contract or other agreement. Nothing in subsection (a) or (b) shall limit the remedies available under the contract or Section 55.

Section 45. Other Law. This Act is not intended to limit remedies 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. Delivery of disclosure report. Delivery of the Residential Real Property Disclosure Report provided by this Act shall be by:

(1) personal delivery or facsimile, email, or other electronic delivery to the prospective buyer at the contact information provided by the prospective buyer or indicated in the contract or other agreement;

(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 or UPS, 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 report prior to the conveyance of the residential real property, the prospective buyer shall have the right to terminate the contract. A seller 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 the seller knows to be false shall be liable in the amount of actual damages and court costs, and the court may award reasonable attorney's 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 Sections 5 through 65 of Article 2 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: _____

ILLINOIS 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)

_____ (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 _____ **Date** _____

Agent _____ **Date** _____

Property Address: _____

City, State, Zip Code: _____

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)

_____ (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 _____ Date _____ Agent _____ Date _____

(This disclosure form should be attached to the Contract to Purchase)