



2817 N. Broadway • CHICAGO, IL 60657

P: (312) 377-HOME • F: (312) 275-7861

NON-EXCLUSIVE LISTING AGREEMENT

Broker Homescout, LLC d/b/a Homescout Realty
 Contact Name _____
 Property Address _____
 City _____ State/Zip _____
 Neighborhood _____
 Building Type _____
 Showing Instructions _____
 Driving Directions _____
 Referring Agent _____

Date _____
 Landlord _____
 Landlord Address _____
 City _____ State/Zip _____
 Cell Phone # _____
 Home/Work Phone # _____
 Fax # _____
 E-mail Address _____
 Preferred Method of Contact _____

Unit #	Bedroom(s)	Bathroom(s)	Monthly Rent	Date Available	Sq. Feet	Current Tenant(s)	Tenant Phone #
			\$				
			\$				
			\$				
			\$				

Amenities (please check all that apply)

Heat	A/C	Pets	Condition	Utilities Included in Monthly Rent	Parking	Laundry	Floors	Kitchen
<input type="checkbox"/> None <input type="checkbox"/> Central <input type="checkbox"/> Gas <input type="checkbox"/> Forced <input type="checkbox"/> Electric <input type="checkbox"/> Radiator <input type="checkbox"/> Baseboard	<input type="checkbox"/> None <input type="checkbox"/> Central <input type="checkbox"/> Window Unit(s) <input type="checkbox"/> Sleeve	<input type="checkbox"/> None <input type="checkbox"/> Cats OK <input type="checkbox"/> Dogs OK <input type="checkbox"/> Negotiable <input type="checkbox"/> Wt. Limit: _____	<input type="checkbox"/> New Construction <input type="checkbox"/> Modern <input type="checkbox"/> Gut Rehab <input type="checkbox"/> Part Rehab <input type="checkbox"/> Vintage	<input type="checkbox"/> Heat <input type="checkbox"/> A/C <input type="checkbox"/> Electric <input type="checkbox"/> Cooking Gas <input type="checkbox"/> Internet <input type="checkbox"/> Cable <input type="checkbox"/> Other: _____	<input type="checkbox"/> On-Site <input type="checkbox"/> Off-Site <input type="checkbox"/> Covered <input type="checkbox"/> Uncovered <input type="checkbox"/> Street <input type="checkbox"/> Included <input type="checkbox"/> Fee: _____	<input type="checkbox"/> None <input type="checkbox"/> In Unit <input type="checkbox"/> On Site <input type="checkbox"/> Coin <input type="checkbox"/> Card <input type="checkbox"/> Free	<input type="checkbox"/> Hardwood <input type="checkbox"/> Carpet <input type="checkbox"/> Tile <input type="checkbox"/> Concrete <input type="checkbox"/> Linoleum <input type="checkbox"/> Other: _____	<input type="checkbox"/> Gas Stove <input type="checkbox"/> Electric Stove <input type="checkbox"/> Microwave <input type="checkbox"/> Dishwasher <input type="checkbox"/> Granite <input type="checkbox"/> Stainless Steel <input type="checkbox"/> Other: _____
<input type="checkbox"/> Dry Cleaners <input type="checkbox"/> Doorman <input type="checkbox"/> Storage	<input type="checkbox"/> Fitness Center <input type="checkbox"/> Business Center <input type="checkbox"/> Party Room	<input type="checkbox"/> Elevator <input type="checkbox"/> Intercom <input type="checkbox"/> On-site Management	<input type="checkbox"/> Fireplace <input type="checkbox"/> Conv. Store <input type="checkbox"/> Bike Storage	<input type="checkbox"/> Pool <input type="checkbox"/> Balcony <input type="checkbox"/> Porch	<input type="checkbox"/> Roof Deck <input type="checkbox"/> Patio <input type="checkbox"/> Yard	Move-In Fee \$ _____ App. Fee \$ _____ Other: _____ \$ _____		

Security Deposit Required \$ _____ Pet Fee/Deposit Required \$ _____

Additional Notes/Remarks _____

TERMS AND CONDITIONS

1. Nothing in this Agreement should be construed to create a partnership, joint venture, or employer-employee relationship. Broker does not and will not act in a dual agency role or capacity without written disclosure to all parties involved. In that regard, Broker will hereby appoint Joshua Plaggemars as Landlord's Designated Agent in all matters related to presenting any applicant to Landlord for the purpose of leasing and/or renting its Property. Other Sales Associates affiliated with Broker may contact Landlord to arrange showings of the Property to prospective tenants and present applications for prospective tenants to Landlord. However, other Sales Associates are the legal agents of their client(s) and have no fiduciary duty to Landlord. Landlord can confidentially discuss its listing with Broker by contacting Landlord's Designated Agent.

2. Landlord and Broker acknowledge that the Illinois Real Estate Act of 2000 allows Broker to enter into an agreement with Landlord that specifically designates one or more sales associates affiliated with or employed by Broker as Landlord's legal agent. This appointment of one or more sales associates as the Landlord's designated legal agent is to the exclusion of all other sales associates affiliated with the Broker. Landlord acknowledges and agrees that the fiduciary duties owed by an agent to his/her principal will only be owed to Landlord by sales associate that is designated as the Landlord's legal agent. Broker and other sales associates affiliated with or employed by Broker will not be the legal agent(s) of the Landlord or have any fiduciary relationship with the Landlord. Broker and Landlord hereby agree that Joshua Plaggemars, the Landlord's Designated Agent affiliated with Broker, is being named as the Landlord's exclusive designated legal agent under Landlord's Non-Exclusive Listing Agreement with Broker. Landlord understands and agrees that the Landlord's Designated Agent will be Landlord's exclusive legal agent pursuant to the Non-Exclusive Listing Agreement with Broker and Broker will be free to enter into agreements with prospective tenants as legal agents of those tenants. Landlord also understands and agrees that neither Broker nor other sales associates affiliated with Broker will be acting as legal agents of the Landlord. Landlord agrees to the establishment of this agency.





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3. The brokerage fee paid to Broker shall be equal to one month's rent for a lease term up to and including 17 months. Broker will retain the first full month's rent payment received from the Tenant as its brokerage fee and Landlord will credit the Tenant for the first month's rent.
4. The brokerage fee paid to Broker shall be equal to one and one half month's rent for a lease term greater than 17 months. Broker will retain the first full month's rent payment received from the Tenant as partial payment of its brokerage fee and Landlord will credit the Tenant for the first month's rent. Landlord shall be responsible for paying the Broker the amount of one half month's rent at the time of lease signing.
5. Landlord agrees not to offer the property at a lower market price than indicated on this Agreement. If the property is marketed by the Landlord or other agents of the Landlord, Broker has the right to offer the same price to prospective tenants. In this case, the commission due to Broker shall remain the same as listed in this Agreement.
6. Broker shall only collect a fee if and when the applicant(s) provided by it is/are approved by Landlord and successfully execute a lease agreement. There is no fee charged if Landlord rents its apartment(s) on its own or through other means.
7. Broker will assist Landlord in the approval process by providing employment verification, landlord verification, and a complete credit analysis of each applicant if so desired.
8. The term of this Agreement is for 1 year unless terminated by either party prior to the end of the term.
9. Landlord agrees to indemnify, defend and hold Broker harmless against all claims, causes of actions, suits, threats of legal action, including all costs, expenses (including attorneys fees) and liabilities, brought against and/or incurred by Broker which arise out of or result from (a) any misstatement by Landlord in the information above, (b) for injuries (including death) to persons or loss or damage to property, including theft, resulting in whole or in part from the acts or omissions of Landlord, including injuries or damages incurred by any person or because Broker acts or fails to act based upon the instruction and/or direction of Landlord, (c) the condition of the Property, and (d) the Landlord's violation of any local, state or federal ordinance, statute, rule or regulation. Upon receiving written notice from Broker, Landlord will then defend Broker against any such claim and Broker at its option shall have the right to select its own legal counsel and control the defense and all related settlement negotiations, and then Landlord shall indemnify Broker from and against any losses, damages, penalties, fees awarded or agreed to be paid for such claim.
10. Landlord has no knowledge or notice of any building code violations at the Property.
11. Broker's liability to the Landlord and any other party for any losses, injury or damages to persons or properties or work performed or arising out of or in connection with this Agreement and for any other claim, whether the claim arises in contract, tort, statute or otherwise, shall be limited to the amount of the brokerage fee due or paid to Broker from Landlord for the lease which gives rise to the claim.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, BROKER SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, LOST PROFITS, OR PUNITIVE DAMAGES SUSTAINED OR INCURRED IN CONNECTION WITH THIS AGREEMENT, AND WHETHER OR NOT SUCH DAMAGES ARE FORESEEABLE.

12. Landlord's exclusive remedy for any claim arising out of or relating to this Agreement will be for Broker, at its sole option and upon receipt of written notice, either (i) to use commercially reasonable efforts to cure, at its expense, the matter that gave rise to the claim for which Broker is at fault, or (ii) return to Landlord the brokerage fee paid by Landlord to Broker for the particular lease that gives rise to the claim, subject to the limitation contained in this section. Landlord agrees that it will not allege that this remedy fails its essential purpose.
13. In the event that Broker shall successfully bring an action against the Landlord with respect to the enforcement, interpretation, or breach of any provision of this Agreement, Landlord shall pay the amounts incurred by Broker with respect to such action, specifically including court costs, expenses and reasonable attorneys' fees.
14. This Agreement, together with all other documents executed by the parties related to the Property, is the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior discussions between them. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing and signed by the party to be charged. The terms of this Agreement, together with all other documents executed by the parties related to the Property, will govern all services undertaken by Broker for Landlord.
15. Landlord acknowledges that it has received a copy of the Practical Guide for Landlords in Illinois and Chicago's Residential Landlord and Tenant Ordinance Summary and agrees to abide by any and all applicable laws and regulations.

IT IS ILLEGAL FOR EITHER THE LANDLORD OR THE BROKER TO REFUSE TO RENT 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 ARTICLE 3 OF THE ILLINOIS HUMAN RIGHTS ACT OR TITLE VIII OF THE CIVIL RIGHTS ACT OF 1968 (FAIR HOUSING ACT). LANDLORD AND BROKER ACKNOWLEDGE THAT THEY SHALL ALSO BE BOUND BY THE PROVISIONS OF FEDERAL, STATE AND LOCAL (CITY AND/OR COUNTY) HUMAN RIGHTS OR FAIR HOUSING ORDINANCES IF ANY AND AGREE TO COMPLY WITH SAME.

Please sign below and fax to Homescout Realty at (312) 275-7861. A facsimile copy shall be deemed an original. You may contact us with any questions or concerns at (312) 377-HOME (4663).

Landlord

Date

Homescout, LLC, an Illinois Limited Liability Company
d/b/a Homescout Realty

Date

