

**NEW HOME EXCLUSIVE AGENCY LISTING AGREEMENT
NORTHERN ILLINOIS HOME BUILDERS' REALTY, INC.**

EXCLUSIVE AGENT: Northern Illinois Home Builders' Realty, Inc. - 3695 Darlene Court, Suite 102, Aurora, IL 60504 and Randy Swearingen, Designated Licensed Broker.

BUILDER: _____
(Name of Builder and Company)

(Address, City, State Zip Code)

In consideration of the Northern Illinois Home Builders' Realty, Inc.(NIHBR) acceptance of the terms hereof and NIHBR's promise to share with Subscribers and Participants of the Multiple Listing Service of Northern Illinois (MLSNI) information about the new home located at:

Address: _____
(Street) (City) (Zip)

With a listing price of \$ _____

Beginning at 12:01 a.m. on _____ and terminating 11:59 p.m. on _____, Builder gives exclusive agency to share this property with members of the MLSNI for the purpose of selling this property by members of MLSNI to qualified purchasers regardless of 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. The duty of NIHBR is to share information about the listed property with MLSNI and provide as a minimum the following services: (1) accept delivery of and present to the client, offers and counteroffers to buy, sell or lease the client's property or the property the client seeks to purchase or lease; (2) assist the client in developing, communicating, negotiating and presenting offers, counteroffers and notices that relate to the offers and counteroffers until a lease or purchase agreement is signed and all contingencies are satisfied or waived; and (3) answer the client's questions relating to the offers, counteroffers, notices and contingencies. NIHBR will undertake no additional services for the builder and will not hold any monies for parties involved in a transaction. NIHBR will not be responsible for the custody, management, maintenance, upkeep, or repair of the listed property.

Builder has no knowledge of any assessments or special taxes for improvements or lien for improvement, either of record in process, applicable to the property listed herein and should the Builder, in the future, receive any notice thereof, Builder agrees to notify NIHBR immediately.

All taxes and all usually prorated expenses shall be prorated to the date of the closing, pursuant to the terms of the sales contract. The Builder agrees to furnish or have his attorney furnish all legal documents necessary to close the sale.

The Builder declares that he has not added nor disposed of any part of the property, or gained any easements in favor or against the property not disclosed in the Title Guaranty Policy except as stated herein. At or prior to closing Builder agrees to furnish at Builder's expense a title insurance commitment of any Owners Title Insurance Policy in the amount of the sale price, showing good title.

At or prior to the closing, Builder shall deliver to Buyer or his agent a spotted survey of the premises, certified by a licensed survey or, having all corners staked and showing all improvements existing as of this contract date, and all easements and building lines. Said survey shall be dated not less than six (6) months prior to the date of closing. (In the event the premises is a condominium, only a copy of the pages showing said premises on the recorded survey attached to the Declaration of condominium shall be required.) If requested, the Builder shall provide an affidavit that no changes in improvements have been made since the date of survey.

Builder agrees to pay NIHBR a non-refundable fee in the amount of \$_____ payable upon the execution of this Listing Contract. In the event the property is sold by a Subscriber or Participant of the MLSNI, Builder shall pay at closing to the selling broker a fee in the amount of \$_____ or _____ % of the full sales price. The Builder retains the right to sell the property during the term hereof, without liability for compensation, provided that the sale shall not be made to a person produced through the efforts of any other real estate broker. Builder shall agree that it shall be solely responsible for any and all claims made by a cooperating broker and to further hold harmless indemnify and defend NIHBR from any and all claims, demands, notes, debts, losses, obligations, liabilities, compensatory damages, punitive damages, statutory damages, attorney's fees, costs, expenses, rights of action and causes of action of any kind or character whatsoever, in law or in equity, which a third party may assert over the non-payment of any real estate broker commission.

MISCELLANEOUS:

Builder may cancel this listing contract at any time by giving written notice of such cancellation to NIHBR. Builder agrees to complete the Property Information form of NIHBR fully and truthfully and authorizes NIHBR to share the information on the Property Information Forms with members of MLSNI. Builder agrees to cooperate fully with cooperating brokers in providing information to prospective purchasers and to permit the showing of the property to prospective purchasers at reasonable times and upon reasonable notice and not to commit any act which might tend to obstruct the efforts of cooperating brokers to sell the property.

Builder agrees to defend, indemnify and hold NIHBR harmless from any and all claims, demands, notes, debts, losses, obligations, liabilities, compensatory damages, punitive damages, statutory damages, attorney's fees, costs, expenses, rights of action, causes of action, arbitration awards and judgments of any kind or character whatsoever, in law or in equity including reasonable attorney's fees, arising from incorrect or misleading information contained in the Property Information Form or arising from misleading or incorrect statements made by Builder to NIHBR, the cooperating brokers or prospective purchasers, and failure to comply with Illinois law, MLSNI and NIHBR requirements and requests regarding the Property.

If Builder executes a Standard Residential Sales Contract for the sale of the listed property, builder agrees to revise the contract in such a way as to notify the purchaser and cooperating broker that the Listing Broker will not hold the earnest money of the transaction.

Builder agrees not to offer the property for sale publicly at a lower price than that stated herein.

Builder agrees to pay NIHBR's reasonable attorney's fees and expenses incurred in defending or prosecuting any matter with respect to this Agreement or enforcing the terms of this Agreement

Builder agrees to notify NIHBR in writing within 24 hours of the occurrence of any of the following events:

- any change in price or terms;
- Builder's acceptance of an offer to purchase, including any contingencies, from any prospective buyer, whether procured through the efforts of Builder or a cooperating broker,
- the cancellation of a pending sale;
- 30 days prior to the closing of the sale;
- the closing of the sale;
- the full sale price at closing; and,
- name and address of the cooperating real estate broker, if any, and the amount of the commission.

Builder agrees to pay any fines imposed upon NIHBR by MLSNI for failure to report the above information to MLSNI.

Builder shall pay NIHBR any and all reasonable attorney's fees and costs that NIHBR sustains in attempting to enforce the terms of this Agreement.

ACCEPTED:
Northern Illinois Home Builders Realty, Inc.

Builder/Owner _____
(print)

By: _____
R. L. Swearingen, President

(signature)

Address: _____

Address: _____

Date: _____

Date: _____