



COMPASS

Exclusive Right to Sell and Market Agreement

When executed by all parties this document will become a legally binding and enforceable contract.

This exclusive right to sell and marketing agreement is a binding legal contract between Compass Illinois, Inc. d/b/a Compass ("Compass"), as your exclusive broker, and _____ ("you" or "Seller"). In consideration of the following agreements and Compass's efforts to procure a qualified, ready, willing and able buyer for the Property, Seller hereby grants Compass the exclusive right to sell and market the Property.

1. **Property Address:** _____ Unit _____ City _____ State _____ Zip _____ ("Property")

Condominium//Cooperative/Common Interest Association Only:

If Condominium, _____ % of ownership of common elements; If Cooperative, # of corporate shares _____

Parking (Check all that apply): ☐ Garage ☐ Outdoor ☐ Detached ☐ Attached ☐ Space # _____ ☐ # of Spaces _____
☐ Deeded ☐ Assigned

Limited Common Element _____ Other _____ Current Monthly Assessment: \$ _____ includes:

Seller represents that there are no special assessments or notices of contemplated special assessments relating to the Property except:

If during the term of this Agreement, Seller is notified of any change in the monthly assessment or of any contemplated special assessment, Seller shall advise Broker within three (3) business days of such notification. Condominium or Homeowners Association contact information:

Management Contact: _____ Phone: _____ Email: _____

Parking P.I.N. # _____ 2nd Parking PIN #: _____

Storage P.I.N. # _____ 2nd Storage PIN # _____

2. **List Price.** You authorize Compass to offer the Property for sale at \$ _____ possession to be given as of _____.

3. **Term.** This Agreement is effective as of the date you sign (the "Effective Date"), and terminates twelve (12) months from the Effective Date ("Termination Date"). If the Property goes under contract during the Term, the Termination Date of this Agreement shall be extended to the closing date set forth in the purchase contract.

4. **Designated Agent.** Compass designates _____ ("Designated Agent(s)"), as Seller's Designated Agent(s). Compass reserves the right to name additional designated agents if in Compass' sole discretion deemed necessary. If additional designated agents are named, Seller shall be informed in writing. Seller acknowledges that Compass/Designated Agent may from time to time have another broker associated with Compass, who is not a designated agent of Seller, accompany a showing, host an open house at the Property, or provide similar support in marketing the Property.

5. **Multiple Listing Service:** The Multiple Listing Service ("MLS") requires that Property must be entered into the MLS Standard Listing Network ("SLN") within 48 hours of signing this Agreement unless otherwise directed by Seller according to the following options:

- **Exempt:** Compass will not enter the Property in the MLS Private Listing Network (PLN) or MLS Standard Listing Network (SLN) until directed by Seller in accordance with the attached Exempt Listing Form.
- **Private Listing Network (PLN):** Compass will enter the Property in the PLN and will not enter the listing into the

MLS/ Standard Listing Network (SLN) until directed by Seller in accordance with the attached PLN Form. In the PLN, Property will be available to brokers who are members of the MLS and will be displayed on Compass.com as a Coming Soon listing and may be displayed on other public websites as directed by Compass.

6. Compensation. Commissions are fully negotiable and not set by law. If during the term of this Agreement, Seller enters into a contract for the sale or exchange of the Property through the services or efforts of Designated Agent or Compass, or by or through any other persons, including the Seller, or if such contract is executed within a period of 180 days after the Termination Date of this Agreement with a buyer to whom it was introduced or offered during the term hereof (the "Protection Period"), Seller shall pay commission as follows:

- I. To Compass as Listing Broker: 3.5% (three and one half percent) of the purchase price ("Sale Commission") plus \$595.00 ("Additional Commission") **OR**
- II. To Compass as Listing Broker with an unrepresented buyer 5% (five percent) of the purchase price ("Sale Commission") plus \$595.00 ("Additional Commission").

In both I. and II., the Sale Commission and Additional Commission is referred to collectively as "Commission".

Compass and Designated Agent are authorized to show the Property to prospective buyers represented by buyer agents or prospective buyers without a buyer agent.

The Commission and Buyer Broker Commission if applicable, is to be paid at closing, which in the case of a sale by Contract for Deed shall be at the time Buyer and Seller execute the initial Contract for Deed, and Compass is authorized to deduct the commission and expenses from the earnest money deposit. If the property is a residential property and contains four (4) units or less, no commission or fee will be due and owing under this Agreement if Seller enters into a valid, written listing agreement with another licensed real estate brokerage firm within 180 days of the Termination Date. For property which is 5 or more units, Compass will provide you with a list of prospective buyers introduced to the Property during the Term (each a "Protected Purchaser") within seven (7) business days of the Termination Date. If a lease or contract of sale for the Property is entered into with a Protected Purchaser within 180 days of the Termination Date, you will pay Compass the Commission as set forth herein. Seller's duty to pay the Commission specified in this Agreement survives the termination of this Agreement.

7. Disclosure and Consent to Dual Agency. NOTE TO CONSUMER: THIS SECTION SERVES THREE PURPOSES. FIRST, IT DISCLOSES THAT A REAL ESTATE LICENSEE MAY POTENTIALLY ACT AS A DUAL AGENT, THAT IS, REPRESENT MORE THAN ONE PARTY TO THE TRANSACTION. SECOND, THIS SECTION EXPLAINS THE CONCEPT OF DUAL AGENCY. THIRD, THIS SECTION SEEKS YOUR CONSENT TO ALLOW THE REAL ESTATE LICENSEE TO ACT AS A DUAL AGENT: A LICENSEE MAY LEGALLY ACT AS A DUAL AGENT ONLY WITH YOUR CONSENT.

Below you will check **Yes or No** as to whether you acknowledge and agree that _____ ("Licensee") may undertake a dual representation (represent both seller and buyer) for the sale or lease of property. You acknowledge you were informed of the possibility of this type of representation. Before signing this document, please read the following:

Representing more than one party to a transaction presents a conflict of interest since both clients may rely upon Licensee's advice and the client's respective interests may be adverse to each other. Licensee will undertake this representation only with the written consent of ALL clients in the transaction. Any agreement between the clients as to a final contract price and other terms is a result of negotiations between the clients acting in their own best interests and on their own behalf. You acknowledge that Licensee has explained the implications of dual representation, including the risks involved, and understand that you have been advised to seek independent advice from your advisors or attorneys before signing any documents in this transaction.

WHAT A LICENSEE CAN DO FOR CLIENTS WHEN ACTING AS A DUAL AGENT:

1. Treat all clients honestly.
2. Provide information about the property to the buyer or tenant.
3. Disclose all latent material defects in the property that are known to the Licensee.
4. Disclose the financial qualification of the buyer or tenant to the seller or landlord.
5. Explain real estate terms.
6. Help the buyer or tenant arrange for property inspections.
7. Explain closing costs and procedures.
8. Help the buyer compare financing alternatives.
9. Provide information to seller or buyer about comparable properties that have sold so both clients may make educated decisions on what price to accept or offer.

WHAT A LICENSEE CANNOT DISCLOSE TO CLIENTS WHEN ACTING AS A DUAL AGENT:

1. Confidential information that the Licensee may know about a client, without that client's express consent.
2. The price or terms the seller or landlord will take other than the listing price without permission of the seller or landlord.
3. The price or terms the buyer or tenant is willing to pay without permission of the buyer or tenant.
4. A recommended or suggested price or terms the buyer or tenant should offer.
5. A recommended or suggested price or terms the seller or landlord should counter with or accept.

If either client is uncomfortable with this disclosure and dual representation, please let the Licensee know. You are not required to sign this section unless you want to allow the Licensee to proceed as a Dual Agent in this transaction.

By checking Yes and signing below, you acknowledge that you have read and understand this form and voluntarily consent to Licensee acting as a Dual Agent (that is, to represent BOTH the seller or landlord and the buyer or tenant). By checking No and signing below, you do not agree to Licensee acting as a Dual Agent.

Check One: Yes ___ No ___ Your Signatures: _____ AND _____.

8. Additional Property Information. You represent that the following information is true and correct as of the Effective Date and that you will keep Compass informed of all changes:

- (a) Title is held in the name of _____. Seller is aware of any circumstances that would affect the transfer of title? Yes ___ No ___ (example: probate, divorce, liens, pendens, judgments, etc...) If yes, please explain: _____
- (b) Property PIN # _____ 2nd Property PIN _____
- (c) Real estate taxes for the year 20__ totals \$ _____.
- (d) Homeowner's Exemption: Yes ___ No ___ / Senior Citizen's Exemption: Yes ___ No ___

(e) Utility/Energy Account # (Chicago Only): Electricity: _____ Gas: _____

Fixtures And Personal Property At No Added Value: All of the fixtures and included Personal Property are owned by Seller and to Seller's knowledge are in operating condition on date this Agreement is executed, unless otherwise stated herein. Seller agrees to transfer to any purchaser all fixtures, all heating, electrical, plumbing, and well systems together with the following items as they exist at time of presentation of offer at no added value by Bill of Sale at Closing *[CHECK OR ENUMERATE APPLICABLE ITEMS]*:

- | | | | |
|---|---|---|--|
| ☐ Refrigerator(s) | ☐ Electronic / Media Air Filter(s) | ☐ All Window Treatments & Hardware | ☐ Above Ground Pool |
| ☐ Wine/Beverage Refrigerator | ☐ Sump Pump(s) | ☐ Built-in / Attached Shelving | ☐ Pool Equipment |
| ☐ Freezer(s) | ☐ Sump Pump Battery Backup | ☐ Wall Mounted Brackets (AV/TV) including hardware | ☐ Sprinkler System |
| ☐ Oven / Range / Stove | ☐ Reverse Osmosis System | ☐ Invisible Fence, Collar, & Remote | ☐ Dishwasher |
| ☐ Backup Generator System | ☐ Ceiling Fan(s) | ☐ Trash Compactor | ☐ Water Softener (unless rented) |
| ☐ All Tacked Down Carpeting | ☐ Interior Security System | ☐ Microwave | ☐ Propane Tank(s) (unless rented) |
| ☐ Storms and Screens | ☐ Satellite Dish & Equipment | ☐ Garbage Disposal | ☐ Smoke Detectors |
| ☐ Fireplace Screens / Doors / Grates | ☐ Smart Thermostat | ☐ Washer(s) | ☐ Carbon Monoxide Detectors |
| ☐ Fireplace Gas Log(s) | ☐ Video Doorbell | ☐ Dryer(s) | ☐ Garage Door Opener(s) with All Transmitters |
| ☐ Outdoor Shed | ☐ Surround Sound System | ☐ Water Heater | ☐ Outdoor Playset(s) |
| ☐ Home Theater / Projector | ☐ Central Air Conditioning | ☐ Intercom System | ☐ Planted Vegetation |
| ☐ Surveillance System(s) | ☐ Window Air Conditioner(s) | ☐ Security System (unless rented) | ☐ Hardscape |
| ☐ Electric Vehicle Charging System | ☐ Central Humidifier | ☐ Light Fixtures (as they exist) | ☐ Attached Gas Grill System |

☐ If Alternative Energy (solar panels) apply, check here. Other Items Included at No Added Value:

Items Not Included: _____

Seller warrants to Buyer that all fixtures, systems and Personal Property included in this Contract 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.

9. Compass's Minimum Services. Pursuant to the Illinois Real Estate License Act of 2000 (265 ILCS 454/1 et seq.), as amended, Compass, through its Designated Agent(s), will provide to you, at a minimum, the following services: (a) accept delivery of and present to you offers and counteroffers to buy, sell, lease or otherwise transfer any interest in the Property or any portion thereof; (b) assist you 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 your questions relating to the offers, counteroffers, notices and contingencies.

10. Seller Disclosures and Representations. Seller understands that the listing information which Seller provides to Compass and Designated Agent will be used to advertise and market the Property to the public and that it is essential that this information be accurate. SELLER UNDERSTANDS THAT SELLER HAS AN OBLIGATION TO PROVIDE ACCURATE & TRUTHFUL INFORMATION. Although Seller is listing the 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 a buyer. Seller acknowledges that Seller has been informed of the requirement to provide certain disclosures with regard to the Property and Seller hereby agrees to comply with such requirements. Disclosures may include but not be limited to the Residential Real Property Disclosure, Lead-Based Paint Disclosure, and Disclosure of Radon Hazards. Seller also represents that (i) Seller has fully disclosed the existence of any and all video and/or sound surveillance devices on the Property, (ii) Seller complies with all federal, state, and local rules, laws, and regulations relating to eavesdropping and wiretapping, and (iii) Seller shall not provide or disclose to Compass and/or its agents any information obtained through the same. Seller hereby agrees to indemnify and hold Broker, Compass and their agents, servants, successors, representatives, related independent contractors and assigns harmless from any and all claims, costs, and expenses, including attorneys' fees, arising directly or indirectly out of or from the condition of the Property, any inaccuracies or incomplete information furnished by Seller, Seller's actions or inactions in connection with the Property and/or Seller's breach of this Agreement.

11. Leasing of Property. If Seller elects to lease the Property during the term of this Agreement or any extension thereof or within 180 days after the termination of this Agreement to anyone who was introduced to or offered the Property during the Term hereof, Seller shall pay a commission to Compass in the amount of _____ rent for each year of the lease agreement. If such party leasing the Property shall subsequently purchase the Property during the lease term or any extension thereof, or within 180 days after the expiration of the lease term or any extension thereof, Seller shall pay Commission to Compass as set forth in Paragraph 6 of this Agreement.

12. Termination. After the initial 180 days of the Term, the Seller will have the right to terminate this Agreement prior to Termination Date by giving Compass at least 30 days advance written notice. Termination will be effective once Seller pays fees to Compass (including without limitation marketing, advertising, printing, attorneys' fees and court costs) plus a cancellation fee in the amount of \$500.

13. Additional Key Terms.

a. FAIR HOUSING ACT: IT IS ILLEGAL FOR EITHER THE SELLER OR COMPASS TO REFUSE TO DISPLAY, LIST, LEASE OR SELL, OR REFUSE TO NEGOTIATE FOR THE LEASE OR SALE OF, OR OTHERWISE MAKE UNAVAILABLE OR DENY, REAL ESTATE 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. SELLER AND COMPASS ACKNOWLEDGE THAT THEY SHALL ALSO BE BOUND BY THE PROVISIONS OF STATE AND LOCAL (CITY AND/OR COUNTY) HUMAN RIGHTS OR FAIR HOUSING ORDINANCES IF ANY AND AGREE TO COMPLY WITH SAME.

b. Promoting And Advertising Property Per The Illinois Real Estate License Act Of 2000, As Amended. Compass is hereby authorized to promote and advertise the Property as Compass deems appropriate, including but not limited to (i) displaying signs on the Property, (ii) photographing the property, (iii) placing the Property in any multiple listing service in which Compass participates, (iv) promoting the Property on Compass's internet website, social media sites, and on the internet websites of other brokers, and/or through any other advertising medium which Compass may subscribe to or otherwise use, and (v) releasing information as to the amount of the selling price, type of financing, and number of days to sell this Property to any multiple listing service in which Compass participates.

c. Virtual Office Website Policy. Compass operates a Virtual Office Website ("VOW") for the purpose of marketing properties to consumers on the Internet.

WITH REGARD TO VOW POLICY, SELLER HEREBY DIRECTS BROKER AS FOLLOWS [Check Option(s) that apply]:

_____ OPTION A: I have advised Compass that I do NOT want the Property listing to be displayed on the Internet.

_____ OPTION B: I have advised Compass that I do NOT want the Property address to be displayed on the Internet.

_____ OPTION C: I have advised Compass that I do NOT give permission for comments or reviews on my listing.

_____ OPTION D: I have advised Compass that I do NOT want any automated estimate of value on my listing.

d. Illinois Condominium Property Act. If the property is a condominium cooperative or subject to a common interest community, seller shall comply with all of the conditions and stipulations of the Illinois Condominium Property Act, as amended, and the Common Interest Community Association Act or other applicable state association law ("Governing Law").

e. Lock Box. You authorize Compass and its agents to place a lock box on the Property for the purpose of keeping a key to the Property for access. You will hold Compass, its agents harmless from any and all liability, claims, judgments, obligations, or demands against Compass and/or agent as a result of your authorization to use a "Lock Box," including, but not limited to, any and all liabilities and costs, including reasonable attorneys' fees incurred by Compass and/or agents as a result of this authorization, except for any criminal or gross negligence on the part of Compass and/or agents. Yes___ No___

f. Your Personal Property. You have been advised by Compass of the importance of safeguarding or removing valuables now located within the Property and the need to obtain personal property insurance through your insurance company.

g. Leased Property. If the Property is leased or occupied by a tenant, you acknowledge and agree to the following: (i) you have notified and advised the tenant/occupant of this agreement, (ii) you will comply with all laws or ordinances relating to the provision of notice and if permission from any tenant or occupant is required for Compass to enter the Property during reasonable times during the term of the agreement and if property is located in Chicago you will comply with all of the provisions of the Chicago Residential Landlord and Tenant Ordinance; (iii) it is your responsibility to keep Compass informed of any times that your tenant or occupant has not agreed to provide access to the Property; and (iv) with respect to valuables located on the property, you have advised all of the tenants and occupants of the Property of the importance of safeguarding, removing valuables or obtaining personal insurance now located within the Property and the need to obtain personal property insurance during the term of this agreement.

h. Indemnity: To the extent permitted by law, Seller agrees to indemnify and hold Compass, its licensees, agents, employees, managers, members, shareholders, directors, officers and successors (collectively, the "Indemnified Parties") harmless from all claims, disputes, litigation, expenses and reasonable legal fees arising from (a) failure by Seller to disclose any facts, damage or material defects, latent or otherwise, relating to Property, (b) any misrepresentation by Seller to Compass or purchaser; (c) any dispute between Seller and purchaser or any third party, or a dispute between any third party and Compass arising out of performance of this Agreement, including disputes as to the disposition of any earnest money deposit held by Compass; or (d) a breach of this Agreement by Seller. Seller agrees to safeguard and/or remove any valuable personal property on the premises (e.g., jewelry or artwork) and represents and warrants that it has personal property insurance on said personal property. Seller further agrees that the Indemnified Parties shall not be liable for any damage to the Property or Seller's personal property caused by third parties, including without limitation, individuals or companies that provide home staging services. If the premises are leased, Seller agrees to advise Seller's tenant of the foregoing.

i. Authority. Seller represents that it owns and holds title to the Property and is authorized to enter into this Agreement.

j. Compass's Duty. Compass's sole duty is to use Compass's commercially reasonable efforts to effect a transfer of

Property, and Compass is not charged with the custody of the Property, its management, maintenance, upkeep or repair.

k. Seller Obligations. From and after the Effective Date of this Agreement, Seller agrees to: i) cooperate fully with Compass and Designated Agent; ii) refer all inquiries to Compass and Designated Agent; iii) allow access and entry to the Property at convenient times to Compass, the Designated Agent and cooperating brokers (whether alone or accompanied by Designated Agent as agreed by you and Designated Agent) for the purpose of showing the Property to prospective buyers or lessees; iv) conduct all negotiations through Compass or Designated Agent; v) pay the Commission as set forth in Paragraph 6 above.

l. Disbursement of Earnest Money. Any earnest money held by Compass will be held in a special federally insured non-interest-bearing account unless otherwise agreed in writing by buyer and Seller. If a dispute arises between Seller and the buyer as to whether a default had occurred and Compass acts as Escrowee of earnest money, Compass shall hold the earnest money and pay it out as agreed in writing by Seller and the buyer or as directed by a court of competent jurisdiction. In the event of a dispute, Seller agrees that Compass may deposit the funds with the Clerk of the Circuit Court by the filing of an action in the nature of an Interpleader. Seller agrees that Compass may be reimbursed from the earnest money for all costs, including reasonable attorneys' fees and court costs, related to the filing of the Interpleader and hereby agrees to indemnify and hold Compass harmless from any and all claims and demands, including the payment of reasonable attorneys' fees, costs and expenses arising out of the default, claims and demands. If Seller defaults, earnest money, at the option of the buyer, and upon written direction by Seller and the buyer or as directed by a Court of competent jurisdiction, shall be refunded to the buyer and Seller shall not be released from any of its obligations under this Agreement. Notwithstanding anything in this Agreement to the contrary, disbursement of earnest money shall be in accordance with the Real Estate License Act of 2000, as amended.

m. Dispute Resolution. The parties agree that any dispute, controversy or claim arising out of or relating to this agreement, or any breach of this agreement by either party, shall be resolved by arbitration. The parties agree to be bound by any award rendered by any professional standards arbitration hearing panel of any relevant board and further agree that judgment upon any award rendered by a professional standards arbitration hearing panel of any relevant board may be entered in any court having jurisdiction. The parties agree to execute any arbitration agreements, consents and documents as may be required by any relevant board to facilitate any arbitration.

n. Compass's Representation of Multiple Sellers and Buyers. Seller understands and agrees that Compass may from time to time represent or assist other sellers who may be interested in selling property to buyers with whom Compass is working as a customer. Seller consents to Compass's representation of other sellers before, during and after the expiration of this Agreement and expressly waives any claims, including, but not limited to, breach of fiduciary duty or breach of contract, based solely upon Compass's representation or assistance of other sellers who may be interested in selling property to buyers with whom Compass is working as a customer.

o. Wire Fraud. If, at any time, you receive an email communication that (i) requests sensitive financial information or provides wire transfer instructions, and (ii) purports to come from your listing agent, a Compass representative, or other third party, it may be fraudulent. Do not wire money without verbally verifying the wire instructions with your Designated Agent/Compass Representative and confirming with the intended recipient. Compass is not responsible for and will be held harmless for any fraudulent wire transfer.

Seller(s) Initials: _____

p. Intellectual Property Rights. You agree that Compass owns all copyrights, patents, trade secrets, and other intellectual property rights in anything created or developed in conjunction with the promoting, advertising, and marketing of the Property. You specifically authorize Compass to use for any purposes any and all information obtained by or provided to us pursuant to this agreement as well as publicly available information about the Property after this Agreement has terminated or expired.

q. Limit of Liability. In the event of a breach of any of the terms of this Agreement or any alleged duty of or by Compass or Broker owed to Seller, Seller and Compass agree that the amount of the damages would be difficult to ascertain, and, therefore, the damages payable by Compass and/or Broker to Seller shall be limited to the commission already paid or payable to Compass hereunder.

r. Electronic Transmission. Any facsimile or electronic transmittal of any documents relating to this Agreement, including the original Agreement, shall be considered to have the same legal effect as the original document and shall be

treated in all respects as the original document.

s. Consent. Seller agrees that any authorized representative or agent of Compass is hereby given express consent to contact Seller by telephone, facsimile transmission or electronic mail.

t. Entire Agreement. This agreement: (i) represents the entire agreement between the parties and supersedes any previous oral or written agreements; (ii) may only be modified if agreed to in writing by the parties hereto; (iii) is binding upon all successors and assigns; (iv) is governed by Illinois state law; (v) may be executed in one or more counterparts, including via electronic signatures. This agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the parties to this agreement. A waiver given by Compass on any one occasion is effective only in that instance and will not be construed as a waiver of any right on any other occasion. If a provision of this agreement is deemed invalid, illegal or otherwise unenforceable, the remaining provisions shall in no way be affected.

(SIGNATURE PAGE TO FOLLOW)

Please sign below as confirmation of your agreement, retain a copy, and return a signed copy to Compass.

Accepted and agreed to:

Seller's Signature
Name: _____
Date: _____
Email: _____
Phone: _____

Seller's Signature
Name: _____
Date: _____
Email: _____
Phone: _____

Address (if different than address of Property):

Designated Agent Signature _____

Name: _____

Date: _____

Designated Agent Signature _____

Name: _____

Date: _____

Compass Authorized Signatory: _____

Name: _____

Date: _____

Enclosures: Residential Real Property Act Disclosure, Lead-Based Paint Disclosure and Guidelines, Radon Disclosure and Guidelines, MLS Listing Exemption Authorization Form, 3 Phased Marketing Addendum, Private Listing Network Authorization Form (as applicable).

Disclosure Regarding the Compass Three-Phased Marketing Strategy

LISTING CONTRACT ADDENDUM

Compass offers a unique **Three-Phased Marketing Strategy**, which gives you multiple opportunities to make a first impression prior to your property being offered on the Multiple Listing Service ("MLS") via Midwest Real Estate Data ("MRED"), if you so choose.

The strategy's benefits may include: (1) Marketing your property without accumulating days on market and price drop history, which may devalue a property in the eyes of buyers; (2) Testing an aspirational price and/or validating a pricing strategy, while signaling that your listing is coming; (3) Using the time for staging, painting, and performing other market preparation while still building buyer demand; (4) Maintaining your privacy by keeping your property's photos and other identifiable information visible to a smaller audience until/if you decide to list on the MLS or put it on compass.com; and (5) The opportunity to create increased buyer demand for when/if the property is offered to a larger audience.

Please initial the option below to advise and instruct Compass how you would like to market the property known as:

Address _____

Phase I: Compass Private Exclusive

I authorize Compass to list my property as a "Compass Private Exclusive" until otherwise instructed in writing. I understand that by listing as a "Compass Private Exclusive", my property will not be publicly advertised through the MLS until I instruct Compass otherwise, but will be available to Compass agents, who can share the listing directly with their clients on a one-to-one basis. Please refer to the *MLS Listing Exemption Authorization* for more details.

Phase II: "Coming Soon" on the Private Listing Network

I authorize Compass to list my property as a "Compass Coming Soon" and/or MRED PLN Listing as indicated on the MLS Listing Exemption Authorization and MRED Private Listing Network Authorization. I understand that by listing the property as a "Compass Coming Soon", the property may or may not be available through the open MLS during that period but will be available to anyone on compass.com and Compass may publicly market the property including through digital ads and newsletters. I also understand that, if per local MLS rules the Coming Soon period lasts more than 24 hours/1 business day, certain third party websites, including but not limited to, Zillow and Trulia, may not accept my listing at a later date.

Phase III: Full MLS Launch and Syndication

Seller authorizes Compass to list the Property in the MLS and initiate full public marketing, including MLS syndication, Compass.com, third-party sites, photography, signage, digital campaigns, and showings to the general public after completion of Phase I and Phase II, or as otherwise stated in the MLS Listing Exemption Authorization and MRED Private Listing Network Authorization.

_____ ☐ **Seller Initials** (required to select Three-Phased Marketing Strategy)

Opt-Out: Direct to MRED MLS

I authorize Compass to directly list my property on the MLS, by way of General MLS or Private Listing Network, or as otherwise stated on the listing agreement, and other public sites - I do not wish to utilize the Three-Phased Marketing Strategy.

_____ ☐ **Seller Initials** (required to opt-out)

Acknowledgment: Seller has reviewed all marketing phases outlined above and confirms their understanding of the selected approach. If "Private Exclusive" or "Coming Soon" marketing is selected, Seller affirms that this decision is based on considerations such as marketing strategy, privacy, or security and not on the race, color, religion, sex, familial status, national origin, disability, or other protected characteristics of potential buyers. Compass complies with all applicable federal, state, and local fair housing laws in the marketing and sale of all properties.

Seller _____

Date _____

Seller _____

Date _____



CHICAGO ASSOCIATION OF REALTORS®
Private Listing Network Authorization
This Contract is Intended to be a Binding Real Estate Contract



Owner's Sponsoring Broker: _____ **Designated Agent:** _____

Owner(s): _____

Listed Property: _____

1. MRED Standard Multiple Listing Service Database ("MLS"): Owner's Sponsoring Broker is a participant in the MLS. The MLS is a database compilation of properties for sale and rent ("Listings") in the greater Chicagoland metropolitan area that is disseminated to and accessible by other sponsoring brokers ("Sponsoring Brokers") and their affiliated brokers who are participants in the MLS or another multiple listing service that has entered into a reciprocal agreement with MRED ("Reciprocal MLS"). The purpose of the MLS is to support Sponsoring Brokers and their affiliated brokers who are participants in the MLS in their cooperative efforts to bring together buyers and sellers or tenants and landlords and to assist in the real estate transaction process.

EXPOSURE VIA THE MLS: Sponsoring Brokers who input information about Listings into the MLS extend offers of cooperation and compensation to all of the other Sponsoring Brokers and their affiliated brokers who are participants in the MLS or any Reciprocal MLS. The offers of cooperation and compensation extended to the other MLS participants include the Sponsoring Brokers authorization to share non-confidential information about the Listings with the participants' potential buyer and tenant clients in efforts to procure bona fide offers to purchase or rent the Listings. The MLS may further transmit some or all of the non-confidential content in the MLS, including information about the Listings, to internet sites or applications that post property listing content online for display to the general public, including websites operated by or on behalf of other MLS participants to increase the exposure of the Listings to potential buyers or tenants.

MANDATORY SUBMISSION TO THE MLS: The MLS requires participating Sponsoring Brokers and their affiliated brokers to submit all exclusive Listings of real property to the MLS within 48 hours of obtaining a listing agreement fully signed by all required parties. If Owner declines to permit information about the Listed Property to be disseminated in the MLS pursuant to the MLS rules, regulations or policies, a Listing Exemption Form shall be signed by Owner that directs Owner's Sponsoring Broker as to how the Listed Property is to be marketed without dissemination through the MLS, and such form shall be filed with the MLS upon its request.

2. MRED Private Listing Network ("PLN"): The MLS also operates a Private Listing Network ("PLN"). PLN is a database compilation, separate from the MLS, into which Sponsoring Brokers and their affiliated brokers may elect to input a subset of the information about Listings that would otherwise be submitted to the MLS. Any Listings utilizing any publicly accessible advertising, including print advertising, signage or internet must be entered in either the PLN within 24 hours of marketing or in the MLS within 48 hours of marketing the property, unless Owner has signed the Listing Exemption Form and provided otherwise. The information regarding Listings in the PLN is accessible to all Sponsoring Brokers and their affiliated brokers who are participants in the MLS. In order to input and market Listings in the PLN, Sponsoring Brokers and their affiliated brokers must extend offers of cooperation and compensation to all other Sponsoring Brokers who are participants in the MLS, and must follow all applicable MRED Rules and Regulations. Information about Listings in the PLN will not be distributed publicly by MRED, including those sites operated by other MLS participants as public facing websites or as virtual offices, or on websites operated by any other third party, such as publicly accessible national listing aggregation websites. This does not prohibit the Sponsoring Brokers from directly placing Listings on these same sites outside of the PLN and MLS.

While use of the PLN may lead to a sale or lease, marketing activities associated with the PLN reach a limited pool of potential buyers and tenants. As a result, Owner may not obtain the maximum price or optimal terms for the sale or lease of the Listed Property. Listings that are under contract or leased before it becomes "active" in the MLS or other listing services (collectively, the "Services") has not had the benefit of being fully exposed to the open market. Owner hereby grants Owner's Sponsoring Broker the authority to list the Listed Property in the PLN and understands that such listing will limit the scope of marketing for the Listed Property. Listings in the PLN are subject to the Illinois Real Estate License Act of 2000, as amended, and any and all applicable local, state or federal laws or regulations related to the marketing, sale, or lease of real estate, and require a valid signed Exclusive Brokerage Agreement. Owner acknowledges that Owner's Sponsoring Broker has obligations under applicable rules and regulations as a condition of placing the Listed Property in the PLN. Owner further acknowledges during this marketing stage, information about the Listed Property will not be transmitted through the Services used by the public to search for property listings.

46 **3. Owner's Sponsoring Broker Duties:** While information about Listings in the PLN or the MLS may be accessible at all times to all
47 MLS participants, Owner's Sponsoring Broker remains responsible for the marketing of the Listed Property including, among other
48 things, arranging for showings of the Listed Property according to directions from Owner. Whether or not the Listed Property is
49 input into the MLS or the PLN, Owner's Sponsoring Broker will be responsible for providing to the Owner such minimum services
50 as required by state or federal law.

51 **4. Realtor® Code of Ethics:** As members of the National Association of REALTORS® (NAR), all MRED participants agree to abide by
52 NAR's Code of Ethics, which includes a duty to cooperate with other brokers when in the best interest of the client, and by making
53 the Listed Property available for showings to prospective buyers and tenants. Realtors® also adhere to strict NAR guidelines for the
54 presentation and negotiation of contracts, thus furthering the interest of both the Owner and the public.

55 **5. No Additional Fees:** There are no additional listing fees charged by MRED or Owner's Sponsoring Broker for the placement of
56 the Listed Property into the PLN.

57 **6. Fair Housing.** Owner's decision to exclude the Listed Property from the MLS is based upon reasons other than an unlawful refusal
58 or reluctance to show, negotiate, sell or rent the Listed Property to someone on the basis of race, color, religion, national origin,
59 sex, ancestry, age, order of protection status, marital status, physical or mental disability, military status, sexual orientation, familial
60 status, gender identity, or any other class protected by Article 3 of the Illinois Human Rights Act, the Fair Housing Act, or any other
61 federal, state, or local law that prohibits discrimination. Owner acknowledges the obligation to be bound by all applicable
62 provisions of federal, state, and local human rights or fair housing laws, and agrees to comply with same.

63 **7. Owner Directions.** Owner fully understands the differences between the MLS and the PLN, and authorizes Owner's Sponsoring
64 Broker to place the information about the Listed Property in the PLN within 24 hours and further directs Owner's Sponsoring
65 Broker as follows: **[choose one, must match MRED Listing Exemption Authorization]**

- 66 ☐ Do not submit the Listed Property to the MLS for a period of _____ calendar days from the commencement of this
67 Authorization.
- 68 ☐ Do not submit Listed Property to the MLS until _____ (date).
- 69 ☐ Do not submit the Listed Property to the MLS until additional service(s) (e.g. virtual tours, professional photography,
70 painting, staging, etc.) has been completed. Type of service(s): _____
- 71 ☐ Do not submit Listed Property to the MLS during the entire listing period.
- 72 ☐ Do not submit Listed Property to the MLS until given further written notice.

73 Further Services: **[choose one]**

- 74 ☐ Show the Listed Property to prospective buyers, tenants and/or their brokers, or
- 75 ☐ Do not show the Listed Property to prospective buyers, tenants and/or their brokers (including Owner's Sponsoring
76 Broker).

77 By signing below, Owner acknowledges that Owner has read, understands, accepts the terms of this Authorization, and has
78 received a fully executed copy of this Authorization and authorizes Owner's Sponsoring Broker to share Listed Property
79 information:

80 _____
81 Owner Signature Date Owner Signature Date

82 _____
83 Print Owner Name Print Owner Name

84 _____
85 Managing Broker Signature Date

86 _____
87 Managing Broker Name



MLS Listing Exemption Authorization

This is an acknowledgement ("Acknowledgement") dated _____ regarding the listing of the property known as _____ ("Property"), hereinafter referred to as _____ "Owner" and _____ is referred to as "Broker".

1. **MULTIPLE LISTING SERVICE:** Broker is a participant/customer to MRED's multiple listing service ("MLS"), the prevalent database of properties for sale or rent in the greater Chicagoland metropolitan area that is disseminated to and accessible by all other real estate agents who are participants/customers to the MLS. MRED's purpose is to support its nearly 45,000 real estate professionals in their cooperative efforts to bring together buyers and sellers, renters and lessors and assist in the real estate transaction process.
2. **MANDATORY SUBMISSION TO MLS:** The MLS requires brokers participating in the service to submit all exclusive right to sell, exclusive right to lease, and exclusive agency listings for real property to the MLS") within 48 hours of the effective listing date or within 24 hours after the real estate broker advertises the real property to the general public through a website or utilizes any publicly accessible print advertisements, including for sale signs, whichever is earlier. If Owner declines to permit the listing to be disseminated via the MLS, and the property will not be advertised to the public through a website or utilizes any publicly accessible print advertisements, including for sale signs a listing exemption form shall be signed by Owner indicating that Owner does not desire the listing to be immediately filed with the MLS and the listing exemption form shall be filed with the MLS upon request.
3. **EXPOSURE TO BUYERS AND RENTERS THROUGH MLS:** Listing property with the MLS exposes the Property to all real estate brokers and managing brokers who are participants/customers of the MLS or any reciprocating MLSs, and potential buyer and renter clients of those brokers and managing brokers. The MLS may further transmit the MLS database to internet sites or apps that post property listings online.
4. **BROKER DUTIES:** While a listing is accessible 24/7 to all MRED's MLS participants/customers, Owner's Broker continues to maintain the listing by arranging for showings of the Property according to the procedures he/she has explained to Owner. Whether or not a property is listed in the MLS, Broker will remain responsible for providing the minimum services required by law to Owner.
5. **REALTOR® CODE OF ETHICS:** As a member of the National Association of REALTORS® (NAR), all MRED participants/customers agree to abide by NAR's code of ethics and cooperate with all brokers in making your property available for showings to prospective buyers or renters. They also adhere to strict NAR guidelines for the presentation and negotiation of contracts, thus furthering the interest of both the client and the public.
6. **NO ADDITIONAL FEES:** There are no additional listing costs charged by MRED for the placement of your Property's listing into MRED's MLS database.
7. **IMPACT OF EXCLUSION OF PROPERTY FROM MLS:** If Property is excluded from the MLS, Owner understands and acknowledges that (a) real estate brokers and managing brokers from other real estate offices who have access to the MLS, and their buyer or renter clients, may not be aware that Owner's Property is offered for sale or lease; (b) information about Owner's Property will not be transmitted by MRED to various real estate internet sites used by the public to search for property listings; and (c) real estate brokers, managing brokers and members of the public may be unaware of the terms and conditions under which Owner is marketing the Property.
8. **FAIR HOUSING:** Owner's decision to exclude the Property from the MRED MLS database is based upon reasons other than a refusal or reluctance on Owner's part to show, list, negotiate or sell the Property to an individual on the basis of one's membership in a protected class, e.g.: race, color, religion, national origin, sex, ancestry, age, order of protection status, marital status, physical or mental disability, military status, sexual orientation, familial status or any other class protected by Article 3 of the Illinois Human Rights Act. Owner acknowledges that they shall also be bound by the provisions of federal, state and local (city and/or county) human rights or fair housing laws (if any) and agree to comply with same.
9. **SELLER OPT-OUT:** Owner understands the implications of not submitting Property to MRED's MLS database and authorizes Broker as follows (Check only one):
 - A. ☐ Do not submit Property to the MLS for a period of _____ calendar days from the commencement of the listing.
 - B. ☐ Do not submit Property to the MLS until _____ (date).
 - C. ☐ Do not submit Property to the MLS until additional service(s) (e.g. virtual tours, professional photography, painting, staging, etc.) has been completed. Type of service(s): _____
 - D. ☐ Do not submit Property to the MLS during the entire listing provided for in the Agreement.
 - E. ☐ Do not submit Property to the MLS until given further written notice.

By signing below, Owner acknowledges that Owner has read, understands, accepts and has received a copy of this form.

Owner Signature _____ Date _____
Address _____ State _____ Zip _____

Owner Signature _____ Date _____
Address _____ State _____ Zip _____

Real Estate Broker (Firm) _____ Listing Agent ID # _____
By (Managing Broker) _____
Address _____ State _____ Zip _____
Managing Broker Signature _____

DISCLOSURE OF INFORMATION AND ACKNOWLEDGMENT

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 or enter N/A if not applicable)

- _____ (f) Seller's 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.
- _____ (g) Purchaser's 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.¹

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 _____
Seller's Agent _____	Date _____	Purchaser's Agent ¹ _____	Date _____

¹ Only required if the purchaser's agent receives compensation from the seller.

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



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®
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 real 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 or a beneficiary who has both (i) never occupied the residential real property and (ii) never had management responsibility for the residential real property.

“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: _____

COMPASS

AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT

To: _____ From: Compass
Property: _____ Date: _____

This is to give you notice that Compass, Inc. and its affiliated brokerages (“Compass”),¹ have a business relationship with Proper Title, LLC (“Proper Title”), Proper Rate, LLC (“Proper Rate”), and OriginPoint LLC (“OriginPoint”) (collectively, the “Affiliated Companies”) and each may refer to you the services of another. Specifically, Compass Inc. indirectly owns 100% of Proper Title, 49.9% of Proper Rate and 49.9% of OriginPoint.

Because of these relationships, the referral of a customer (including you) by any of the Affiliated Companies to another may provide the referring company and/or its affiliates with a financial or other benefit.²

Set forth below is the estimated charge or range of charges for the settlement services listed. You are NOT required to use the listed provider(s) as a condition for settlement of your loan on or purchase, sale or refinance of the subject property. THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

Provider	Service	Estimated Charge or Range of Charges
Proper Title, LLC	Title Insurance	Title Insurance: \$300 to \$19,000 Endorsement Fees: \$50 to \$5,000 Closing Fees: \$350 to \$20,000 Other Processing Fees: \$125 to \$5,000 based on the type of closing and applicable fees Additional fees may apply.
Proper Rate, LLC	Loan Products and Services	Origination Fees (Application, Commitment, Lender, Processing, Origination): \$1,640.00 Discount Fee/Points: 0 – 3% of loan amount. Additional third-party fees may apply.
OriginPoint LLC		

ACKNOWLEDGEMENT

I/we have read this disclosure form, and understand that the Affiliated Companies may refer me/us to purchase the above-described settlement service(s) from one another, and that such referrals may provide the referring company and/or its affiliates with a financial or other benefit as the result of any such referral.

Signature _____ Date _____ Signature _____ Date _____

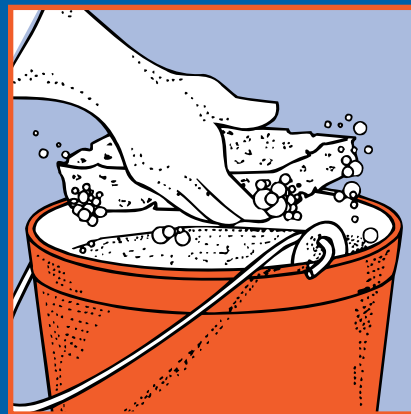
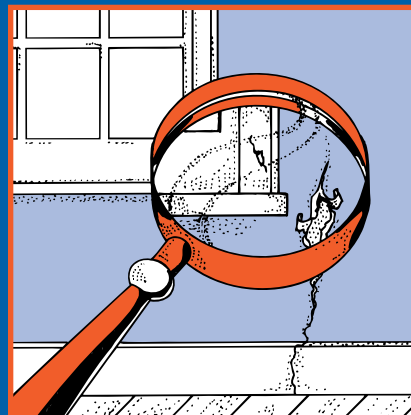
¹ Compass-affiliated brokerages generally use names or trade names which include the word “Compass” or “@properties | Christie’s International Real Estate.”

² Note that certain employees and real estate agents of Compass and Compass affiliates, including potentially the real estate agent providing you with this disclosure and/or representing you in this transaction, may own stock in Compass, Inc.

Simple Steps To Protect Your Family From Lead Hazards

If you think your home has high levels of lead:

- ◆ Get your young children tested for lead, even if they seem healthy.
- ◆ Wash children's hands, bottles, pacifiers, and toys often.
- ◆ Make sure children eat healthy, low-fat foods.
- ◆ Get your home checked for lead hazards.
- ◆ Regularly clean floors, window sills, and other surfaces.
- ◆ Wipe soil off shoes before entering house.
- ◆ Talk to your landlord about fixing surfaces with peeling or chipping paint.
- ◆ Take precautions to avoid exposure to lead dust when remodeling or renovating (call 1-800-424-LEAD for guidelines).
- ◆ Don't use a belt-sander, propane torch, high temperature heat gun, scraper, or sandpaper on painted surfaces that may contain lead.
- ◆ Don't try to remove lead-based paint yourself.



Protect Your Family From Lead In Your Home



United States
Environmental
Protection Agency



United States
Consumer Product
Safety Commission



United States
Department of Housing
and Urban Development



Recycled/Recyclable

Printed with vegetable oil based inks on recycled paper
(minimum 50% postconsumer) process chlorine free.

Are You Planning To Buy, Rent, or Renovate a Home Built Before 1978?

Many houses and apartments built before 1978 have paint that contains high levels of lead (called lead-based paint). Lead from paint, chips, and dust can pose serious health hazards if not taken care of properly.



OWNERS, BUYERS, and RENTERS are encouraged to check for lead (see page 6) before renting, buying or renovating pre-1978 housing.

Federal law requires that individuals receive certain information before renting, buying, or renovating pre-1978 housing:



LANDLORDS have to disclose known information on lead-based paint and lead-based paint hazards before leases take effect. Leases must include a disclosure about lead-based paint.



SELLERS have to disclose known information on lead-based paint and lead-based paint hazards before selling a house. Sales contracts must include a disclosure about lead-based paint. Buyers have up to 10 days to check for lead.



RENOVATORS disturbing more than 2 square feet of painted surfaces have to give you this pamphlet before starting work.

IMPORTANT!

Lead From Paint, Dust, and Soil Can Be Dangerous If Not Managed Properly

- FACT:** Lead exposure can harm young children and babies even before they are born.
- FACT:** Even children who seem healthy can have high levels of lead in their bodies.
- FACT:** People can get lead in their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- FACT:** People have many options for reducing lead hazards. In most cases, lead-based paint that is in good condition is not a hazard.
- FACT:** Removing lead-based paint improperly can increase the danger to your family.

If you think your home might have lead hazards, read this pamphlet to learn some simple steps to protect your family.

Lead Gets in the Body in Many Ways

Childhood lead poisoning remains a major environmental health problem in the U.S.

Even children who appear healthy can have dangerous levels of lead in their bodies.

People can get lead in their body if they:

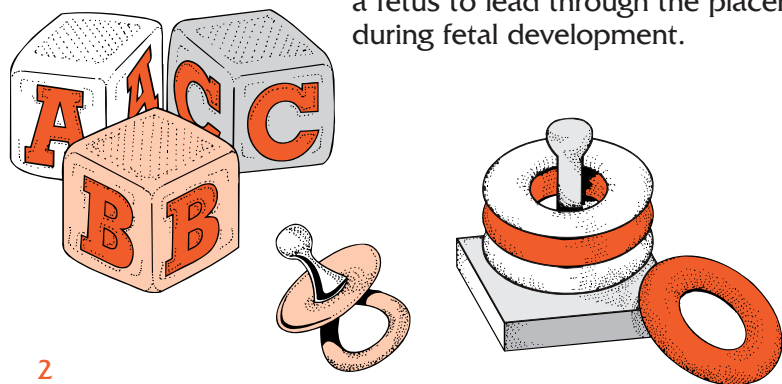
- ◆ Breathe in lead dust (especially during renovations that disturb painted surfaces).
- ◆ Put their hands or other objects covered with lead dust in their mouths.
- ◆ Eat paint chips or soil that contains lead.

Lead is even more dangerous to children under the age of 6:

- ◆ At this age children's brains and nervous systems are more sensitive to the damaging effects of lead.
- ◆ Children's growing bodies absorb more lead.
- ◆ Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.

Lead is also dangerous to women of childbearing age:

- ◆ Women with a high lead level in their system prior to pregnancy would expose a fetus to lead through the placenta during fetal development.



Lead's Effects

It is important to know that even exposure to low levels of lead can severely harm children.

In children, lead can cause:

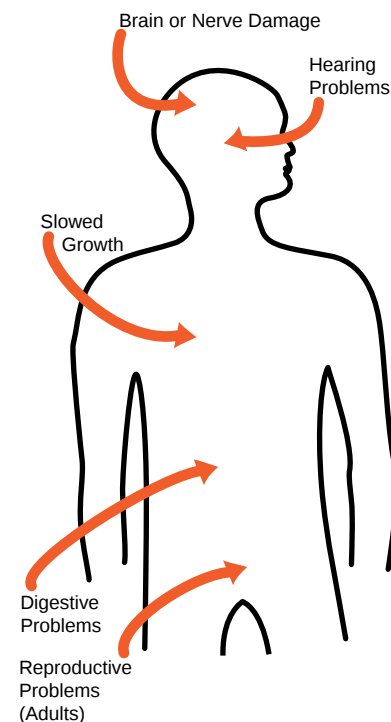
- ◆ Nervous system and kidney damage.
- ◆ Learning disabilities, attention deficit disorder, and decreased intelligence.
- ◆ Speech, language, and behavior problems.
- ◆ Poor muscle coordination.
- ◆ Decreased muscle and bone growth.
- ◆ Hearing damage.

While low-lead exposure is most common, exposure to high levels of lead can have devastating effects on children, including seizures, unconsciousness, and, in some cases, death.

Although children are especially susceptible to lead exposure, lead can be dangerous for adults too.

In adults, lead can cause:

- ◆ Increased chance of illness during pregnancy.
- ◆ Harm to a fetus, including brain damage or death.
- ◆ Fertility problems (in men and women).
- ◆ High blood pressure.
- ◆ Digestive problems.
- ◆ Nerve disorders.
- ◆ Memory and concentration problems.
- ◆ Muscle and joint pain.



Lead affects the body in many ways.

Where Lead-Based Paint Is Found

In general, the older your home, the more likely it has lead-based paint.

Many homes built before 1978 have lead-based paint. The federal government banned lead-based paint from housing in 1978. Some states stopped its use even earlier. Lead can be found:

- ◆ In homes in the city, country, or suburbs.
- ◆ In apartments, single-family homes, and both private and public housing.
- ◆ Inside and outside of the house.
- ◆ In soil around a home. (Soil can pick up lead from exterior paint or other sources such as past use of leaded gas in cars.)

Checking Your Family for Lead

Get your children and home tested if you think your home has high levels of lead.

To reduce your child's exposure to lead, get your child checked, have your home tested (especially if your home has paint in poor condition and was built before 1978), and fix any hazards you may have. Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

Consult your doctor for advice on testing your children. A simple blood test can detect high levels of lead. Blood tests are usually recommended for:

- ◆ Children at ages 1 and 2.
- ◆ Children or other family members who have been exposed to high levels of lead.
- ◆ Children who should be tested under your state or local health screening plan.

Your doctor can explain what the test results mean and if more testing will be needed.

Identifying Lead Hazards

Lead-based paint is usually not a hazard if it is in good condition, and it is not on an impact or friction surface, like a window. It is defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter, or more than 0.5% by weight.

Deteriorating lead-based paint (peeling, chipping, chalking, cracking or damaged) is a hazard and needs immediate attention. It may also be a hazard when found on surfaces that children can chew or that get a lot of wear-and-tear, such as:

- ◆ Windows and window sills.
- ◆ Doors and door frames.
- ◆ Stairs, railings, banisters, and porches.

Lead dust can form when lead-based paint is scraped, sanded, or heated. Dust also forms when painted surfaces bump or rub together. Lead chips and dust can get on surfaces and objects that people touch. Settled lead dust can re-enter the air when people vacuum, sweep, or walk through it. The following two federal standards have been set for lead hazards in dust:

- ◆ 40 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) and higher for floors, including carpeted floors.
- ◆ 250 $\mu\text{g}/\text{ft}^2$ and higher for interior window sills.

Lead in soil can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. The following two federal standards have been set for lead hazards in residential soil:

- ◆ 400 parts per million (ppm) and higher in play areas of bare soil.
- ◆ 1,200 ppm (average) and higher in bare soil in the remainder of the yard.

The only way to find out if paint, dust and soil lead hazards exist is to test for them. The next page describes the most common methods used.

Lead from paint chips, which you can see, and lead dust, which you can't always see, can both be serious hazards.

Checking Your Home for Lead

Just knowing that a home has lead-based paint may not tell you if there is a hazard.



You can get your home tested for lead in several different ways:

- ◆ A paint **inspection** tells you whether your home has lead-based paint and where it is located. It won't tell you whether or not your home currently has lead hazards.
- ◆ A **risk assessment** tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards.
- ◆ A combination risk assessment and inspection tells you if your home has any lead hazards and if your home has any lead-based paint, and where the lead-based paint is located.

Hire a trained and certified testing professional who will use a range of reliable methods when testing your home.

- ◆ Visual inspection of paint condition and location.
- ◆ A portable x-ray fluorescence (XRF) machine.
- ◆ Lab tests of paint, dust, and soil samples.

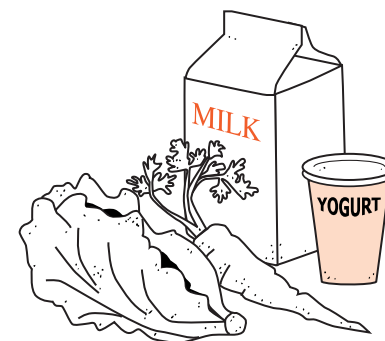
There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency (see bottom of page 11) for more information, or call **1-800-424-LEAD (5323)** for a list of contacts in your area.

Home test kits for lead are available, but may not always be accurate. Consumers should not rely on these kits before doing renovations or to assure safety.

What You Can Do Now To Protect Your Family

If you suspect that your house has lead hazards, you can take some immediate steps to reduce your family's risk:

- ◆ **If you rent, notify your landlord of peeling or chipping paint.**
- ◆ **Clean up paint chips immediately.**
- ◆ **Clean floors, window frames, window sills, and other surfaces weekly.** Use a mop or sponge with warm water and a general all-purpose cleaner or a cleaner made specifically for lead. **REMEMBER: NEVER MIX AMMONIA AND BLEACH PRODUCTS TOGETHER SINCE THEY CAN FORM A DANGEROUS GAS.**
- ◆ **Thoroughly rinse sponges and mop heads after cleaning dirty or dusty areas.**
- ◆ **Wash children's hands often, especially before they eat and before nap time and bed time.**
- ◆ **Keep play areas clean.** Wash bottles, pacifiers, toys, and stuffed animals regularly.
- ◆ **Keep children from chewing window sills or other painted surfaces.**
- ◆ **Clean or remove shoes before entering your home to avoid tracking in lead from soil.**
- ◆ **Make sure children eat nutritious, low-fat meals high in iron and calcium, such as spinach and dairy products.** Children with good diets absorb less lead.



Reducing Lead Hazards In The Home

Removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.

Always use a professional who is trained to remove lead hazards safely.



In addition to day-to-day cleaning and good nutrition:

- ◆ You can **temporarily** reduce lead hazards by taking actions such as repairing damaged painted surfaces and planting grass to cover soil with high lead levels. These actions (called “interim controls”) are not permanent solutions and will need ongoing attention.
- ◆ To **permanently** remove lead hazards, you should hire a certified lead “abatement” contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent removal.

Always hire a person with special training for correcting lead problems—someone who knows how to do this work safely and has the proper equipment to clean up thoroughly. Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

Once the work is completed, dust cleanup activities must be repeated until testing indicates that lead dust levels are below the following:

- ◆ 40 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) for floors, including carpeted floors;
- ◆ 250 $\mu\text{g}/\text{ft}^2$ for interior windows sills; and
- ◆ 400 $\mu\text{g}/\text{ft}^2$ for window troughs.

Call your state or local agency (see bottom of page 11) for help in locating certified professionals in your area and to see if financial assistance is available.

Remodeling or Renovating a Home With Lead-Based Paint

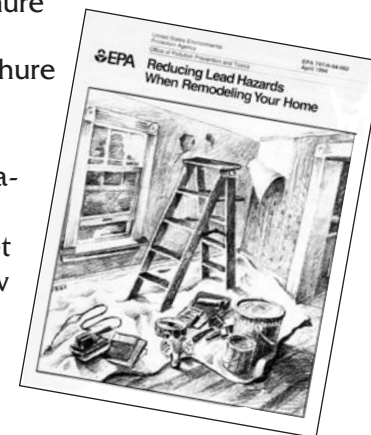
Take precautions before your contractor or you begin remodeling or renovating anything that disturbs painted surfaces (such as scraping off paint or tearing out walls):

- ◆ **Have the area tested for lead-based paint.**
- ◆ **Do not use a belt-sander, propane torch, high temperature heat gun, dry scraper, or dry sandpaper** to remove lead-based paint. These actions create large amounts of lead dust and fumes. Lead dust can remain in your home long after the work is done.
- ◆ **Temporarily move your family** (especially children and pregnant women) out of the apartment or house until the work is done and the area is properly cleaned. If you can't move your family, at least completely seal off the work area.
- ◆ **Follow other safety measures to reduce lead hazards.** You can find out about other safety measures by calling 1-800-424-LEAD. Ask for the brochure “Reducing Lead Hazards When Remodeling Your Home.” This brochure explains what to do before, during, and after renovations.

If you have already completed renovations or remodeling that could have released lead-based paint or dust, get your young children tested and follow the steps outlined on page 7 of this brochure.



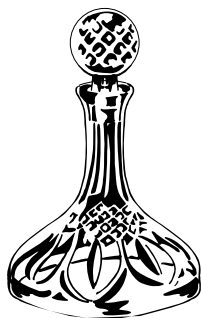
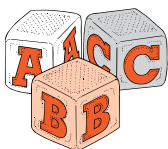
If not conducted properly, certain types of renovations can release lead from paint and dust into the air.



Other Sources of Lead



While paint, dust, and soil are the most common sources of lead, other lead sources also exist.

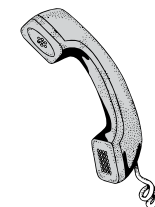


- ◆ **Drinking water.** Your home might have plumbing with lead or lead solder. Call your local health department or water supplier to find out about testing your water. You cannot see, smell, or taste lead, and boiling your water will not get rid of lead. If you think your plumbing might have lead in it:
 - Use only cold water for drinking and cooking.
 - Run water for 15 to 30 seconds before drinking it, especially if you have not used your water for a few hours.
- ◆ **The job.** If you work with lead, you could bring it home on your hands or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- ◆ **Old painted toys and furniture.**
- ◆ **Food and liquids stored in lead crystal or lead-glazed pottery or porcelain.**
- ◆ **Lead smelters** or other industries that release lead into the air.
- ◆ **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture.
- ◆ **Folk remedies** that contain lead, such as "greta" and "azarcon" used to treat an upset stomach.

For More Information

The National Lead Information Center

Call **1-800-424-LEAD (424-5323)** to learn how to protect children from lead poisoning and for other information on lead hazards. To access lead information via the web, visit **www.epa.gov/lead** and **www.hud.gov/offices/lead/**.



EPA's Safe Drinking Water Hotline

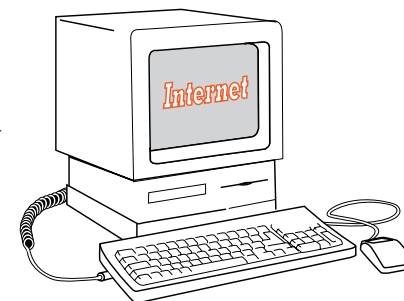
Call **1-800-426-4791** for information about lead in drinking water.

Consumer Product Safety Commission (CPSC) Hotline

To request information on lead in consumer products, or to report an unsafe consumer product or a product-related injury call **1-800-638-2772**, or visit CPSC's Web site at: **www.cpsc.gov**.

Health and Environmental Agencies

Some cities, states, and tribes have their own rules for lead-based paint activities. Check with your local agency to see which laws apply to you. Most agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for your local contacts on the Internet at **www.epa.gov/lead** or contact the National Lead Information Center at **1-800-424-LEAD**.



For the hearing impaired, call the Federal Information Relay Service at **1-800-877-8339** to access any of the phone numbers in this brochure.

EPA Regional Offices

Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

EPA Regional Offices

Region 1 (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)

Regional Lead Contact
U.S. EPA Region 1
Suite 1100 (CPT)
One Congress Street
Boston, MA 02114-2023
1 (888) 372-7341

Region 2 (New Jersey, New York, Puerto Rico, Virgin Islands)

Regional Lead Contact
U.S. EPA Region 2
2890 Woodbridge Avenue
Building 209, Mail Stop 225
Edison, NJ 08837-3679
(732) 321-6671

Region 3 (Delaware, Maryland, Pennsylvania, Virginia, Washington DC, West Virginia)

Regional Lead Contact
U.S. EPA Region 3 (3WC33)
1650 Arch Street
Philadelphia, PA 19103
(215) 814-5000

Region 4 (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)

Regional Lead Contact
U.S. EPA Region 4
61 Forsyth Street, SW
Atlanta, GA 30303
(404) 562-8998

Region 5 (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)

Regional Lead Contact
U.S. EPA Region 5 (DT-8J)
77 West Jackson Boulevard
Chicago, IL 60604-3666
(312) 886-6003

Region 6 (Arkansas, Louisiana, New Mexico, Oklahoma, Texas)

Regional Lead Contact
U.S. EPA Region 6
1445 Ross Avenue, 12th Floor
Dallas, TX 75202-2733
(214) 665-7577

Region 7 (Iowa, Kansas, Missouri, Nebraska)

Regional Lead Contact
U.S. EPA Region 7
(ARTD-RALI)
901 N. 5th Street
Kansas City, KS 66101
(913) 551-7020

Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)

Regional Lead Contact
U.S. EPA Region 8
999 18th Street, Suite 500
Denver, CO 80202-2466
(303) 312-6021

Region 9 (Arizona, California, Hawaii, Nevada)

Regional Lead Contact
U.S. Region 9
75 Hawthorne Street
San Francisco, CA 94105
(415) 947-4164

Region 10 (Alaska, Idaho, Oregon, Washington)

Regional Lead Contact
U.S. EPA Region 10
Toxics Section WCM-128
1200 Sixth Avenue
Seattle, WA 98101-1128
(206) 553-1985

CPSC Regional Offices

Your Regional CPSC Office can provide further information regarding regulations and consumer product safety.

Eastern Regional Center

Consumer Product Safety Commission
201 Varick Street, Room 903
New York, NY 10014
(212) 620-4120

Western Regional Center

Consumer Product Safety Commission
1301 Clay Street, Suite 610-N
Oakland, CA 94612
(510) 637-4050

Central Regional Center

Consumer Product Safety Commission
230 South Dearborn Street, Room 2944
Chicago, IL 60604
(312) 353-8260

HUD Lead Office

Please contact HUD's Office of Healthy Homes and Lead Hazard Control for information on lead regulations, outreach efforts, and lead hazard control and research grant programs.

U.S. Department of Housing and Urban Development

Office of Healthy Homes and Lead Hazard Control
451 Seventh Street, SW, P-3206
Washington, DC 20410
(202) 755-1785

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U.S. EPA Washington DC 20460
U.S. CPSC Washington DC 20207
U.S. HUD Washington DC 20410

EPA747-K-99-001
June 2003

Where the test should be conducted

Place the detector or detectors in each lowest area suitable for occupancy, such as:

- a family room, living room, den, play-room, bedroom, workshop, or exercise room;
- in the lowest level suitable for occupancy, even if it isn't currently used but could be, without renovating.

For instance, if the house has one or more of the following foundation types, e.g., basement, crawl space, slab-on-grade, a test should be performed in the basement and in at least one room over the crawlspace and slab-on-grade area. If an elevated radon concentration is found and confirmed in one of these areas, fix the house.

DO NOT MEASURE:

- in the kitchen, laundry room and bathroom (because fan systems and humidity may affect some detectors); or
- in crawl spaces, on floor or wall cracks, or right next to a sump pump, as this may cause a false high reading.

The detector should be placed:

- in an area where it will not be disturbed;
- at least three feet from doors and windows to the outside;
- at least one foot from exterior walls;
- 20 inches to 6 feet from the floor;
- at least four inches away from other objects horizontally and directly above the detector;
- away from drafts; and
- four feet from heat, fireplaces, furnaces, and away from direct sunlight and areas of high humidity.

If the test results show radon levels above 4 pCi/L

Contact the IEMA-Division of Nuclear Safety Radon Program. Staff can provide names and addresses of professional radon mitigators who are trained to reduce radon concentrations. We also recommend that you see our web site www.radon.illinois.gov or contact the Radon Program for a copy of our brochure, *IEMA-Division of Nuclear Safety Guide to Radon Mitigation*.

After a radon reduction system is installed

Perform an independent short-term test to ensure that the reduction system is effective. Make sure the system is operating during the entire test.

The IEMA-Division of Nuclear Safety Radon Program can provide:

- Information about radon and radon testing;
- Names of licensed radon measurement professionals;
- Names of licensed radon mitigation professionals trained to reduce radon.

Call the IEMA-Division of Nuclear Safety
Radon Program at: 1(800) 325-1245



IEMA-Division of Nuclear Safety
1035 Outer Park Drive • Springfield, IL 62704
(217) 782-1325 • TDD: (217) 782-6023
www.radon.illinois.gov

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State of Illinois
Illinois Emergency Management Agency

Radon Testing Guidelines for Real Estate Transactions

Because of the unique nature of real estate transactions, involving multiple parties and financial interests, the U.S. Environmental Protection Agency (U.S. EPA) designed special protocols for radon testing in real estate transactions. The Illinois Emergency Management Agency (IEMA)-Division of Nuclear Safety has adapted these protocols to conform with its radon regulations. These options are listed in simplified form in the table below.

Recommendations for Real Estate Transactions

IEMA strongly recommends ALL homebuyers have an indoor radon test performed prior to purchase or taking occupancy, and mitigated if elevated levels are found. It is not in the best interest of the buyer or seller to rely on a radon measurement performed by anyone other than a licensed measurement professional or technician. Elevated radon concentrations can easily be reduced by a qualified, licensed radon mitigator.

Test Options for Real Estate Transactions

Conduct a short-term radon test in each of the lowest structural areas of the home. For example, if the house has one or more of the following foundation types, e.g., basement, crawl space, slab-on-grade, a test in each area is required for licensed professional measurements.

What to Look for in Short-Term Real Estate Testing Options		
Option	Detector Location	What to do Next
Simultaneous Two short-term tests, 48 hours or longer, performed at the same time.	Two detectors, four inches apart, in each of the lowest structural areas suitable for occupancy.	Fix the home if the average of the two tests is 4 pCi/L or more.
Continuous Monitor Test One test, 48 hours or longer, performed with an active continuous monitor that integrates and records radon levels hourly.	Continuous monitor placed in each of the lowest structural areas suitable for occupancy.	Fix the home if the average radon level is 4 pCi/L or more.

Short-term tests may last between two and 90 days. Most last between two and seven days. Tests between seven and 90 days are usually impractical for real estate transactions. Examples of short-term detectors used in real estate testing include: activated charcoal canisters, charcoal liquid scintillation vials, electret chambers and continuous radon monitors.

When do you average radon test results?

The only time radon test results can be averaged is when two test results are placed



simultaneously. Test results from different areas, such as above the crawl space and in the basement, are considered two different tests. Results are each independent of the other and are reported independently, such as basement result of 4.2 pCi/L and family room over crawl space result of 6.1 pCi/L. With an elevated radon level in any one of the lowest structural areas, the recommendation is to fix the house.



Interference with successful completion of a radon measurement is illegal in Illinois.

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If your tests don't agree, contact the IEMA-Division of Nuclear Safety

If your simultaneous tests are not in agreement (or if you're not sure whether or not they agree), contact the IEMA-Division of Nuclear Safety Radon Program or your licensed radon measurement professional.

IEMA-Division of Nuclear Safety Recommendations for Real Estate Radon Measurements

- Hire a licensed radon measurement professional.
- Be sure that IEMA-Division of Nuclear Safety Radon Program radon testing protocols are followed.
- Contact the IEMA-Division of Nuclear Safety Radon Program if you are uncertain about anything regarding radon testing.

www.radon.illinois.gov

Disclosure of Radon Information

The Illinois Radon Awareness Act and the Illinois Real Property Disclosure Act require that a seller of a home disclose information if aware of unsafe concentrations of radon in the home. The acts do not require that testing or remediation work be conducted. However, many relocation companies and lending institutions, as well as home buyers, request a radon test when purchasing a house. Sellers and brokers are cautioned to err on the side of full disclosure of material facts prior to entering into a purchase agreement.

When Testing

Be aware that any test lasting less than a week requires closed-house conditions. Closed-house conditions mean keeping all windows closed, keeping doors closed except for normal entry and exit, and not operating fans or other machines which bring air in from outside (except for fans that are part of a radon reduction system, or small exhaust fans that operate for only short periods of time).

- Before Testing: Begin closed-house conditions at least 12 hours before the start of the short-term test.
- During Testing: Maintain closed-house conditions during the entire duration of the short term test, especially for tests less than one week in duration. Operate home heating or cooling systems normally during the test. For tests lasting less than one week, only operate air conditioning units that recirculate interior air.

Note that professional measurement licensees are required to post Radon Measurement in Progress Notifications at every building entry.