



Exclusive Right to Lease and Market Agreement

This exclusive right to lease and marketing agreement is a binding legal contract between Compass Illinois, Inc. d/b/a Compass (“**Compass**”), as your exclusive broker, and _____ (“**Lessor**”). In consideration of the following agreements and Compass’s efforts to procure a qualified, ready, willing and able lessee for the Property (a “**Lessee**” or “**Lessee**”), Lessor hereby grants Compass the exclusive right to lease the Property in accordance with the terms of this Agreement. Each of Compass and Lessor are individually referred to herein as a “**Party**” and collectively as the “**Parties**.”

1. **Property Address:** _____ Unit No. _____
City _____ State _____ Zip _____
Permanent Index No. (PIN): _____

Check Property Type:

☐ residential apartment ☐ residential condominium/townhome ☐ single-family home ☐ deeded parking
☐ commercial condominium ☐ office property ☐ retail property ☐ industrial property

2. **Rental:** You authorize Compass to offer the Property for lease at \$ _____ possession to be given as of _____.

3. **Term.** This Agreement is effective as of the date you sign (the “**Effective Date**”), and terminates _____ 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 lease contract.

4. **Designation of Legal Licensee.** Compass designates, and Lessor accepts _____, (the “**Designated Licensee**”), a licensee associated with Compass, as the only legal licensee of Lessor to market and lease the Property. Compass reserves the right to appoint additional or substitute Designated Licensees for Lessor when, in Compass’s discretion, it is necessary. If additional or substitute Designated Licensee(s) are appointed, Lessor shall be informed in writing within a reasonable time of such appointment. Lessor authorizes the Designated Licensee, from time to time, to allow another licensee, who is not an agent of Lessor, to provide support to the Designated Licensee in marketing of the Property. The Designated Licensee will be primarily responsible for the direct marketing and lease of the Property. The Designated Licensee will accept delivery of and present to Lessor offers and counteroffers to lease, buy, or sell the Property; assist Lessor in developing, communicating, negotiating, and presenting offers, counteroffers, and notices that relate to the offers and counter offers until a lease agreement or purchase agreement is signed and all contingencies are satisfied or waived; and answer Lessor’s questions relating to the offers, counteroffers, notices, and contingencies. The duties owed to Lessor as referred to in the current Illinois Real Estate Act, will be owed to Lessor by Compass as carried out by the Designated Licensee. Lessor consents and further authorizes Compass and the Designated Licensee, and any authorized representative or licensee of Compass, to contact Lessor by telephone, facsimile transmission or electronic mail with respect to fulfilling the duties owed to Lessor under the current Illinois Real Estate Act.

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

- I. To Compass as Listing Broker: 50% (fifty percent) of monthly rent or (\$_____) of the lease price ("lease Commission")

OR

- II. To Compass as Listing Broker with an unrepresented Lessee 100% (one hundred percent) of the lease price ("lease Commission").

Compass and Designated Agent are authorized to show the Property to prospective lessees represented by Lessee agents or prospective lessees without a Lessee agent. Lessor directs The Commission is to be paid at time of lease execution. Lessor's duty to pay the Commission specified in this Agreement survives the termination of this Agreement.

The Commission and Lessee Broker Commission if applicable, is to be paid at closing, which in the case of a lease by Contract for Deed shall be at the time Lessee and Lessor 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 Lessor 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 Lessees introduced to the Property during the Term (each a "Protected leaser") within seven (7) business days of the Termination Date. If a lease or contract of lease for the Property is entered into with a Protected leaser within 180 days of the Termination Date, you will pay Compass the Commission as set forth herein. Lessor's duty to pay the Commission specified in this Agreement survives the termination of this Agreement.

6. 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 Lessor and Lessee) for the lease 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 Lessee or Lessee.
3. Disclose all latent material defects in the property that are known to the Licensee.

4. Disclose the financial qualification of the Lessee or Lessee to the Lessor or landlord.
5. Explain real estate terms.
6. Help the Lessee or Lessee arrange for property inspections.
7. Explain closing costs and procedures.
8. Help the Lessee compare financing alternatives.
9. Provide information to Lessor or Lessee 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 Lessor or landlord will take other than the listing price without permission of the Lessor or landlord.
3. The price or terms the Lessee or Lessee is willing to pay without permission of the Lessee or Lessee.
4. A recommended or suggested price or terms the Lessee or Lessee should offer.
5. A recommended or suggested price or terms the Lessor 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 Lessor or landlord and the Lessee or Lessee). By checking No and signing below, you do not agree to Licensee acting as a Dual Agent.

Check One: Yes _____ No _____

Your Signatures: _____ AND _____.

7. Lessor Confidentiality. Lessor understands that Compass and/or the Designated Licensee previously may have represented a Lessee who is interested in the Property. During that representation, Compass and/or the Designated Licensee may have learned material information about Lessee that is considered confidential. Under the law, neither Compass nor the Designated Licensee may disclose any such confidential information to Lessor even though Compass and/or the Designated Licensee now represents Lessor.

8. Broker Affiliates. Lessor understands and agrees that other licensees affiliated with Compass, may represent the actual or prospective Lessee of the Property. Further, Lessor understands and agrees that if the Property is leased through the efforts of such licensee affiliated with Compass who represents the Lessee, the other licensees affiliated with Compass will NOT be acting as Lessor's Designated Licensees.

9. 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 Lessor 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 Lessor in accordance with the attached Exempt Listing Form.
- **Compass Private Exclusive, Compass Coming Soons/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 Lessor 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.

10. 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 real estate agent(s), will provide to you, at a minimum, the following services: (a) accept delivery of and present to you offers and counteroffers to lease 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 agreement is fully executed and all contingencies are satisfied or waived; and (c) answer your questions relating to the offers, counteroffers, notices and contingencies.

11. Lessor's Obligations. During the Term, Lessor agrees to: (a) cooperate fully with Compass and any of its designated real estate agents; (b) refer all inquiries pertaining to the Property to Compass; (c) allow access and entry to the Property at convenient times by Compass and cooperating brokers (whether alone or accompanied by Compass) for the purpose of showing the Property to prospective Lessees; (d) if the Property is leased or occupied by a tenant, to comply with the general provisions of this Agreement; (e) conduct all negotiations through Compass; and (f) pay Compass the Commission set forth herein.

12. Future Sale. The Parties agree that in the event Lessor and any Lessee procured by Compass, or anyone else to whom the Property was presented during the Term, executes a contract for the purchase and sale of said property, a contract for deed agreement, or a rent/option to purchase agreement during the lease term or within six months after the Lease term or any extension thereto, For Future Sale Compensation: **Commissions are fully negotiable and not set by law.** Compass shall have earned a selling commission upon execution of said purchase and sale agreement. The commission shall be 4% (four percent) of the sale price. Except as otherwise provided in this Agreement, the commission provided for in this paragraph shall be payable as follows: in the case of a purchase agreement or rent/option to purchase agreement, at closing; and in the case of contract for deed, upon the execution of such an agreement. The earnest money, if any, shall be held by Compass, in a manner consistent with Illinois state law.

13. Termination. After the initial 180 days of the Term, the Lessor 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 Lessor pays fees to Compass (including without limitation marketing, advertising, printing, attorneys' fees and court costs) plus a cancellation fee in the amount of \$500.

14. Additional Key Terms.

a. FAIR HOUSING ACT: IT IS ILLEGAL FOR EITHER THE Lessor OR COMPASS TO REFUSE TO DISPLAY, LIST, LEASE OR lease, OR REFUSE TO NEGOTIATE FOR THE LEASE OR lease 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. Lessor 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 leasing price, type of financing, and number of days to lease 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, Lessor 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, Lessor 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. Lessor Disclosures and Representations. Lessor understands that the listing information which Lessor 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. Lessor UNDERSTANDS THAT Lessor HAS AN OBLIGATION TO PROVIDE ACCURATE & TRUTHFUL INFORMATION. Although Lessor is listing the Property in its present physical condition, Lessor understands that Lessor may be held responsible by Lessee for any latent or hidden, undisclosed defects in the Property which are known to Lessor but which are not disclosed to Lessee. Lessor acknowledges that Lessor has been informed of the requirement to provide certain disclosures with regard to the Property and Lessor hereby agrees to comply with such requirements. Disclosures may include but not be limited to the Illinois Disclosure of Potential Flooding in Rental and Lease Agreements, Lead-Based Paint Disclosure, and Disclosure of Radon Hazards. Lessor also represents that (i) Lessor has fully disclosed the existence of any and all video and/or sound surveillance devices on the Property, (ii) Lessor complies with all federal, state, and local rules, laws, and regulations relating to eavesdropping and wiretapping, and (iii) Lessor shall not provide or disclose to Compass and/or its agents any information obtained through the same. Lessor 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, failure to disclosure at time of Lessee application, any inaccuracies or incomplete information furnished by Lessor, Lessor's actions or inactions in connection with the Property and/or Lessor's breach of this Agreement.

Lessor(s) Initials: _____

g. 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.

h. Indemnity: To the extent permitted by law, Lessor 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 Lessor to disclose any facts, damage or material defects, latent or otherwise, relating to Property, (b) any misrepresentation by Lessor to Compass or leaser; (c) any dispute between Lessor and leaser 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 Lessor. Lessor 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. Lessor further agrees that the Indemnified Parties shall not be liable for any damage to the Property or Lessor's personal property caused by third parties, including without limitation, individuals or companies that provide home staging services. If the premises are leased, Lessor agrees to advise lessees of the foregoing.

i. Authority. Lessor 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. Lessor Obligations. From and after the Effective Date of this Agreement, Lessor 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 Lessees or lessees; iv) conduct all negotiations through Compass or Designated Agent; v) pay the Commission as set forth in Paragraph 6 above.

l. 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.

m. Compass's Representation of Multiple Lessors and Lessees. Lessor understands and agrees that Compass may from time to time represent or assist other Lessors who may be interested in leasing property to Lessees with whom Compass is working as a customer. Lessor consents to Compass's representation of other Lessors 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 Lessors who may be interested in leasing property to Lessees with whom Compass is working as a customer.

n. 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.

Lessor(s) Initials: _____

o. 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.

p. 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 Lessor, Lessor 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 Lessor shall be limited to the commission already paid or payable to Compass hereunder.

q. 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.

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

s. 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:

Lessor's Signature

Name: _____

Date: _____

Email: _____

Phone: _____

Lessor's Signature

Name: _____

Date: _____

Email: _____

Phone: _____

Address (if different than address of Property):

Designated Agent Signature _____

Name: _____

Date: _____

Designated Agent II Signature _____

Name: _____

Date: _____

Compass Authorized Signatory: _____

Name: _____

Date: _____

Enclosures: Illinois Flood 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).

