

GOLD PLAN or SILVER

This Exclusive Right of Sale Marketing Agreement ("**Contract**") is between **Member**, as defined on the MLS Profile Sheet, and RealEstate Listing Service Corporation (dba Dorothy.com), 145 Tupelo Avenue, Naperville, IL 60540 ("**Member Broker**"). For the consideration set forth herein, the Member and Member Broker contract is as follows:

1. **AUTHORITY TO SELL PROPERTY:** Member gives Member Broker the right to be the EXCLUSIVE AGENT in the sale of the real and personal property (collectively "**Property**") at the price and terms described on the MLS Profile Sheet, beginning on the date of MLS activation, ("**Contract Acceptance**") by Member Broker, and terminating 6 Months later at 11:59 P.M., ("**Termination Date**"); however upon "full execution of a sales contract to sell Property" ("**Sales Contract**"), all rights and obligations of this Contract will automatically extend through the date of the actual closing ("**Closing**") of the Sales Contract. Member and Member Broker acknowledge that this Contract does not guarantee a sale. Member certifies and represents that he/she/it is legally entitled to convey the Property and all improvements.
2. **LISTING PRICE:** The Property is offered for sale at a price acceptable to the Member as defined in the **Listing Price** field on the MLS Profile Sheet.
3. **COMPENSATION:** In consideration of Member Broker's obligations, Member agrees to pay Member Broker as follows ("**Processing Fees**"):
 - a. A percentage ("**Commission Percentage**"), as defined on the MLS Profile Sheet, of the total purchase price ("**Commission Fee**") if, during the listing period, a Buyer's Broker procures a Buyer who is ready, willing, and able to purchase the Property or any interest in the Property on the terms of this Contract or any other terms acceptable to the Member.
 - b. If the Gold Plan was selected and there is a Buyer's Broker, then 50% (Fifty percent) of the Commission Fee ("**Co-op Commission**") will be paid to the Buyer's Broker at Closing.
 - c. If the Silver Plan was selected, then a \$295 Buy-Down Fee ("**Full Service Buy-Down Fee**") is paid on or before the date of Contract Acceptance. If there is a Buyer's Broker, then 2.5% (Two and one-half percent) of the total purchase price ("**Co-op Commission**") will be paid to Buyer's Broker at Closing. The Co-op Commission is paid out of the Commission Fee.
 - d. 8% of gross lease value as a leasing fee ("**Leasing Fee**"), on the date Member enters into a lease or agreement to lease. This fee is not due if the property is or becomes the subject of a contract granting an exclusive right to lease the Property.
4. **PERSONAL PROPERTY:** All personal property to be conveyed at the time of sale shall be listed by Member in the Sales Contract entered into between Member and Buyer and shall be transferred free of any liens.
5. **MEMBER BROKER OBLIGATION AND AUTHORITY:** Member authorizes Member Broker and Member Broker agrees to make diligent and continued efforts to sell the Property until a Sales Contract is pending on the property. In addition, Member authorizes Member Broker to:
 - a. Advertise the listing on the multiple listing service ("MLS");
 - b. Advertise the Property as Member Broker deems advisable including advertising the Property on the Internet.
 - c. Authorize website feeds from the MLS and REALTOR.com.
 - d. Place appropriate transaction signs on the Property, including "For Sale" signs and "Sold" signs (once Member signs a Sales Contract).
 - e. Obtain information relating to the present mortgage(s) on the Property.
 - f. Provide objective comparative market analysis information to potential buyers.
 - g. Use a lock box system to show and access the Property.
 - h. Withhold verbal offers once Member accepts a Sales Contract for the Property.
 - i. Act as a transaction Member Broker.
 - j. Post on Virtual Office Websites ("**VOW**"): VOWs provide an automated estimate of market value or reviews and comments about a property may be displayed in conjunction with a property.

If any services or websites become unavailable during the listing period, Member Broker is authorized to select substitute services, if available, which in Member Broker's judgment are reasonably comparable to the services listed above. The ad will be placed in the REALTOR® MLS within 24 hours (excluding weekends and holidays) of receipt of the following completed documents: this Contract and the MLS Profile Sheet. Member authorizes Member Broker to report to the MLS this listing information, price, terms, and financing information on any resulting sale for use by authorized Board/Association members, MLS participants, and subscribers. Member Broker shall email "Proof of Delivery" package to Member after entering Member's Property into MLS.

6. **MEMBER OBLIGATIONS:** In consideration of Member Broker's obligations, Member agrees to (collectively "**Member Obligations**"):
 - a. Provide Member Broker with keys to the Property and make the Property available for Member Broker to show during reasonable times.
 - b. Inform Member Broker before leasing, mortgaging, or otherwise encumbering the Property.
 - c. Perform any act reasonably necessary to comply with [FIRPTA](#) (Section 1445 of the Internal Revenue Code).
 - d. Member agrees to execute the (1) [Property \(Seller\) Disclosure Report](#), (2) [Lead Based Paint Disclosure](#) (if built prior to 1978), (3) [Disclosure of Information on Radon Gas](#), and (4) [Mold Disclosure](#), (5) [Membership Disclosure to Member Broker](#) on the same day of Contract Acceptance or within 24-hours of Contract Acceptance to Member Broker.
 - e. Member will immediately inform Member Broker of any material facts that arise after signing this Contract.
 - f. Consult appropriate professionals for related legal, tax, property conditions, environmental, foreign reporting requirements, and other specialized advice.
 - g. Cooperate with Member Broker in carrying out the purpose of this Contract, including communicating in writing within 24 hours to Member Broker all changes in the Member's MLS Listing, including Property status, price, terms or transfer, whether by purchase or any other means of transfer.
 - h. Allow Member Broker to use Member's name, phone number, and Property details in connection with marketing, advertising, or referencing the Property in all forms of media including Social Networking. Member Broker's phone number, MLS number, and/or name may not be posted on a Member's non-REALTOR® yard sign. Members will be following local zoning ordinances as they pertain to a yard sign and are responsible for any violations.
 - i. Instruct Buyer Brokers or Buyers to e-mail (offer@Dorothy.com) all offers and counteroffers to Member Broker for presentation to Member. Member Broker is available to assist Member in developing, communicating, and negotiating offers, counteroffers, and notices as well as answer questions.
 - j. Disclose known information on lead-based hazards before selling the Property. Many houses and apartments built before 1978 have paint that contains lead (called lead-based paint). Lead from paint, chips, and dust can pose serious health hazards if not taken care of properly. Federal law now requires that individuals receive certain information before renting, buying, or renovating pre-1978 housing.

- k. Indemnify Member Broker and Buyer Broker and hold Member Broker and Buyer Broker harmless from losses, damages, costs, and expenses of any nature, including attorney's fees, and from liability to any person, that Member Broker or Buyer Broker incurs because of Member's negligence, representations, misrepresentations, actions, or in-actions, the use of a lockbox or the existence of undisclosed material facts. A lock box does not ensure the Property's security. Member is advised to secure or remove valuables. Member agrees that the lock box is for Member's benefit and releases Member Broker, persons working through Member Broker, and Member Broker's local Realtor Board/Association from all liability and responsibility in connection with any damage or loss that occurs. This clause will survive Member Broker and Buyer Broker's performance, the transfer of title, and termination of this Contract regardless of reason or cause.
- l. Member shall not execute a Sales Contract that stipulates or requires Member Broker to hold earnest money or a possession escrow. Member Broker is not authorized to hold money on Member or Buyer's behalf.

7. COMMISSION FEE:

- a. Commission Fee will be paid no later than the date of Closing specified in the Sales Contract or for an option, at the time an option is created. If the option is not exercised, no Commission Fee will be returned to the Member. However, closing is not a prerequisite for the Commission Fee being earned as described in paragraph 7(b). For a deed for transfer sale, Commission Fees and Processing Fees will be paid within 5 days from the time the contract for deed or transfer of title is signed.
- b. Commission Fee is due in the following circumstances: (1) If any interest in the Property is transferred, whether by sale, lease, exchange, governmental action, bankruptcy, or any other means of transfer, regardless of whether the buyer is secured by Member, Member Broker, or any other person. (2) If Member refuses or fails to sign an offer at the price and terms stated in this Contract, defaults on an executed Sales Contract, or agrees with a buyer to cancel an executed Sales Contract. (3) If, within 90 days after Termination Date ("**Protection Period**"), Member transfers or contracts to transfer the Property or any interest in the Property to any prospects with whom Member, Member Broker, or any real estate licensee communicated regarding the Property before Termination Date. However, no fee will be due Member Broker if the Property is relisted after the Termination Date and sold through another Member Broker. If a Buyer Broker exists, then a \$500 administrative fee is paid from the Buyer's Broker to the Member Broker on the Closing Date.

8. WE PROTECT YOU: Member authorizes Member Broker to record phone calls, texts, emails, videos, or any form of communication to or from Member Broker for quality, training, analysis, security, and marketing purposes. Communication may be kept electronically indefinitely.

9. MEMBERSHIP: On an annual basis Member Broker may share profits with Members. See <https://terms.dorothy.com> for terms of participation.

10. IMAGES: If Member did not personally take the photo(s) and or video(s) of Property, Member must first obtain permission per Media Assignment before submitting to Member Broker. See <http://media.dorothy.com/> for media assignment terms.

11. WE REPRESENT YOU: Member Broker will act as a transaction Member Broker. Member Broker will deal honestly and fairly; will account for all funds; will use skill, care, and diligence in the transaction; will disclose all known facts that materially affect the value of the residential property that is not readily observable to the buyer; will present all offers and counteroffers in a timely manner unless directed otherwise in writing; and will have limited confidentiality with Member unless waived in writing.

12. WE PROVIDE YOU FLEXIBILITY: At Member's request, Member Broker may agree to conditionally terminate this Contract ("**Conditional Termination**"). If Member Broker agrees to Conditional Termination, Member must sign a withdrawal contract, reimburse Member Broker for all direct expenses incurred in marketing "**Marketing Expense**", the Property, and pay a cancellation fee of \$500 ("**Cancellation Fee**") plus applicable sales tax. Member Broker may void the Conditional Termination, and Member will pay the fee stated in Paragraph 3(a) less the Cancellation Fee if Member transfers or contracts to transfer the Property or any interest in the Property during the time period from the date of Conditional Termination to Termination Date and Protection Period, if applicable.

13. DISPUTE RESOLUTION: This Contract will be construed under state law in which the property is located. All controversies, claims, and other matters in question between the parties arising out of or relating to this Contract or the breach thereof will be settled by first attempting mediation under the rules of the American Mediation Association or other mediator agreed upon by the parties. Member, Sales Associates, and Member Broker agree that disputes not resolved by mediation will be settled by neutral binding arbitration in the county in which the Property is located in accordance with the rules of the American Arbitration Association or other arbitrator agreed upon by the parties. Each party to any arbitration (or litigation to enforce the arbitration provision of this Contract or an arbitration award) will pay its own fees, costs, and expenses, including attorney's fees, and will equally split the arbitrator's fees and administrative fees of arbitration. The venue for all court proceedings is in the county in which the principal office of the Member Broker is located. In the event of Member's default of this Contract or any agreement to transfer any interest in the Property, Member Broker shall be entitled to all reasonable attorneys' fees, court costs, and attorneys' miscellaneous office costs, whether litigation, appeal, collections, arbitration, or mediation is commenced or not.

14. MISCELLANEOUS: This Contract is binding on Member Broker's and Member's heirs, personal representatives, administrators, successors, and assigns. Member Broker may assign this Contract to another listing office. This Contract and MLS Profile Sheet is the entire Contract between the Member and Member Broker. No prior or present Contracts or representations will be binding on Member or Member Broker unless included in this Contract. Signatures, initials, and modifications communicated by facsimile, electronically, and or e-mail will be considered as originals. The term "Buyer" as used in this Contract includes buyers, tenants, exchangers, optionees, and other categories of potential or actual transferees. The term "Buyer Broker" as used in this Contract includes Single Agents, Buyer Agents, Designated Agents, Non-Representative Real Estate Brokers, Real Estate Agents, Transaction Brokers, and Facilitators. If any part of this Contract is void for any reason, such invalidity shall not affect the remaining portion of this Contract. Section, paragraph heading, or titles are for convenience only and are not deemed part of this Contract. Member Broker is not responsible for refunding any money or liable for any damages resulting from service interruptions or any website changes/discontinuances. All phone calls may be recorded for quality and training purposes. **THE PARTIES UNDERSTAND AND AGREE THAT IT IS ILLEGAL FOR EITHER OF THE PARTIES TO REFUSE TO DISPLAY OR SELL PROPERTY TO ANY PERSON ON THE BASIS OF RACE, AGE, COLOR, RELIGION, SEX, ANCESTRY, HANDICAP, FAMILIAL STATUS OR NATIONAL ORIGIN. THE PARTIES AGREE TO COMPLY WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL FAIR HOUSING LAWS.** A real estate broker is qualified to advise on real estate transactions. Member Broker advises Member to consult an appropriate professional for related legal, tax, property condition, environmental, foreign reporting requirements, and other specialized advice.

MLS PROFILE SHEET

[Please utilize this link to submit data for the MLS Profile Sheet. Once the linked document is filled out, this Contract will be sent to all parties via DocuSign for signatures.](#)

Name on Title: _____

Member 1

Name: _____

Address: _____

Personal Cell Phone: _____ Personal Email: _____

Signature: ----- Date: _____

Member 2

Name: _____

Address: _____

Personal Cell Phone: _____ Personal Email: _____

Signature: ----- Date: _____

Property: _____

Listing Price: \$ _____

Plan (Check one)

_____ The Gold Plan Commission Percentage is 5%, and the Member Broker pays Marketing Expenses.

_____ The Silver Plan Commission Percentage is 4%, and the Member pays Marketing Expenses as they occur. Pay for the [Silver Plan](#).

Marketing Expenses: These may include but are not limited to yard signs and posts, lockbox, staging, photos, and advertising.