

# NORTHCLYBOURN GROUP

Real Estate Sales & Leasing  
northclybourngroup.com

## RENTAL LISTING & SERVICES AGREEMENT

This Agreement is made and entered into on \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_, (“Landlord”) and NORTH CLYBOURN GROUP, INC. (“NCG”), and shall govern the relationship between the parties. WHEREAS, NCG is engaged in the business of providing listing, advertising and other services necessary to locate and elicit lease/rental applications from prospective tenants for property owners and/or managers; and WHEREAS, Landlord desires to obtain such services from NCG. NOW, THEREFORE, in consideration of the mutual agreements and promises herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Exclusivity of Relationship. Level of exclusivity shall be indicated by initials next to one or two of the boxes below (strike relationship(s) that do not apply):

[ ] Exclusive Agency. Landlord agrees that NCG is the exclusive marketing agent for Landlord regarding the properties identified below. This Agreement shall be exclusive in nature. Landlord shall not list the properties identified below with another broker for the duration of this agreement.

[ ] Landlord Rental Provision. The parties agree that Landlord may procure tenants for the properties identified below only with information provided to NCG by Landlord regarding the below mentioned property. Landlord may only market the property with the same pricing information provided to NCG by Landlord, and no benefit, encouragement, or incentive will be provided to prospective tenants from Landlord that may dissuade them from working with NCG.

[ ] Non-Exclusive. Landlord may decide to concurrently utilize the service of other brokers. Landlord and any other brokers may only market the property with the same information provided to NCG by Landlord regarding the below mentioned property, and no benefit, encouragement, or incentive will be provided to prospective tenants from Landlord or other brokers that may dissuade them from working with NCG.

2. Property & Rents. Landlord desires to rent certain vacancies in property(ies) located at \_\_\_\_\_ at an asking rent of \$\_\_\_\_\_ and NCG desires to assist the Landlord in the rental of said vacancies. The security deposit for said vacancies shall be \$\_\_\_\_\_. All rents, deposits and unit parameters are fully listed in Exhibit A attached hereto and made a part hereof.

3. NCG Services. NCG shall provide a consultation to evaluate rental pricing and strategy, as well as subsequent execution of appropriate documentation, including disclosures, property description and rental agreement. NCG shall advertise the property, which may include property signs, postcard distribution, newspaper advertising, web site advertising, open houses, entry into our exclusive client database, MLS listing (only exclusive listings may be entered into the MLS). When a prospective tenant is procured, NCG shall provide copies of rental application, including credit report, written verification of employment/income, current and/or previous landlord references, and any other documentation deemed necessary with each application submitted. These documents will constitute a completed application when procured with a check for the first month’s rent to be held in escrow. Only applications with a check will be considered complete. The apartment(s)/unit(s) shall be considered TEMPORARILY OFF THE MARKET from the time a deposit of one month’s rent is received and an application is completed by the prospective tenant. A 24-hour processing time shall be allowed to complete an application prior to submitting to the Landlord for approval. At such time the Landlord shall decide to accept or reject applications based on review of completed application submitted, applying consistent guidelines. If requested by the Landlord, NCG may prepare a lease for the property. It is advised that the Landlord seek legal review of such documents prior to any execution.

4. Compensation & Fees. Landlord shall pay NCG a nonrefundable processing fee of \$\_\_\_\_\_ upon execution of this Agreement. NCG is entitled to a fee in the amount of \_\_\_\_\_ from Landlord, which amount shall be immediately due and payable, and disbursed to NCG when a qualified tenant is found acceptable to the Landlord and the qualified tenant has executed a lease. The security deposit and all future rents shall be collected by and shall be the responsibility of the Landlord. If any associate of NCG shows the property listed herein to a prospective tenant(s) and if such tenant(s) subsequently lease/rent ANY apartment/unit on the property within 60 days of showing, NCG shall be entitled to a fee in the amount of \_\_\_\_\_ from Landlord, which amount shall be immediately due and payable.

5. Landlord’s Responsibilities & Obligations. Landlord agrees to cooperate with NCG in effecting leases of the property. NCG shall advance all financial costs involved in procuring a prospective tenant(s) for the subject property for

Landlord's benefit, and shall use their best efforts to do so, i.e. all costs as approved by NCG. Landlord shall reimburse NCG for these costs upon demand with five days notice. Landlord authorizes NCG to accept the initial sums of the first month of rent paid by the prospective tenant to be held in an escrow account. Landlord shall make arrangements for access to or provide keys to the subject property to NCG. In the event that a tenant completes an application, is approved by the Landlord, and defaults prior to signing the lease, the decision to refund the first month's rent is the Landlord's liability, not that of NCG. If Landlord retains the first month's rent in such situation, Landlord agrees to promptly deliver one-half of any such rent amount to NCG as payment for additional costs incurred by NCG. Landlord agrees to indemnify and hold harmless NCG of any legal responsibility in the decision to refund or keep a tenant's escrowed deposit. In the event that Landlord or another broker obtains a completed application for the apartment(s), which is only permitted if the applicable box is initialed above, Landlord shall immediately notify NCG by telephone or voicemail. Landlord shall also notify NCG with any decision made to accept or decline each application. In the event that an application is accepted, Landlord will provide NCG with the name of each tenant and termination date of leases so that NCG can maintain an accurate rental database of future apartment availability.

6. Indemnification. Landlord hereby agrees and promises to indemnify and hold harmless NCG, and its officers, agents and employees from and against any and all liability, claims, damages, injuries, expenses, fees, fines, suits, losses and causes of action arising out of or in any manner connected with NCG's provision of services pursuant to this Agreement; provided, however, that Landlord shall not indemnify NCG, and NCG hereby agrees to indemnify Landlord for, any and all losses arising out of or in any manner connected with the negligence or willful misconduct of NCG, its agents, servants or employees in connection with NCG's provision of services pursuant to this Agreement. This obligation to indemnify shall include the payment of reasonable attorney's fees, expenses and costs, as well as other costs and expenses connected with any claim asserted. This paragraph 6 shall survive the termination of this Agreement.

7. Disclosures. Upon execution of any lease, Landlord is responsible for furnishing all legally mandated disclosures, including but not limited to heating disclosures and securing tenants' signature acknowledging receipt of such disclosures as required by law.

8. Term & Termination. The term of this Agreement shall begin on the date first written above and shall end on \_\_\_\_\_, 20\_\_\_\_. Either party may terminate this Agreement by giving the other party a written notice of termination at least thirty (30) days before the effective date of such termination.

9. Non-Discrimination. Both Landlord and NCG shall not refuse to display or lease/rent to any person on the basis of race, creed, color, familial status, national origin, religion, age, marital status, sexual orientation, source of income, or any other class protected by Article 3 of the Illinois Human Rights Act. The parties agree to comply with all applicable federal, state and local fair housing laws.

10. Modification. No modifications of this Agreement or waiver of any of its terms will be effective unless set forth in writing signed by the all parties.

11. Enforcement. In the event either party institutes legal action to enforce this Agreement, the prevailing party, as determined by the court, shall be entitled to recover all costs of enforcement and litigation, including but not limited to attorney's fees, court costs, expert fees and preparation for litigation.

12. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any manner.

13. Governing Law & Venue. This Agreement shall be construed in accordance with the laws of the State of Illinois and venue shall be proper in Chicago, Cook County, Illinois.

14. Entire Agreement. This Agreement constitutes the entire agreement of the parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written.

IN WITNESS WHEREOF the parties hereto have duly signed this Agreement as of the date first written above.

LANDLORD:

NORTH CLYBOURN GROUP, INC.,  
an Illinois corporation.

\_\_\_\_\_  
Name of Business Entity

By: \_\_\_\_\_  
Printed Name:

By: \_\_\_\_\_  
Printed Name:

Title: \_\_\_\_\_

Title: \_\_\_\_\_

# NORTHCLYBOURN GROUP

Real Estate Sales & Leasing  
northclybourngroup.com

## Exhibit A

Rental Address: \_\_\_\_\_ Apt # \_\_\_\_\_

Owner: \_\_\_\_\_ Lease Phone: \_\_\_\_\_

Address: \_\_\_\_\_  
(if P.O. Box Physical Address)

Cell Phone (not for tenants): \_\_\_\_\_ Home Phone: \_\_\_\_\_

Alternate Contact: \_\_\_\_\_ Fax Number \_\_\_\_\_

# of Bedrooms \_\_\_\_\_ # of Baths \_\_\_\_\_ Email Address: \_\_\_\_\_

Asking Rent \_\_\_\_\_ Minimum Rent \_\_\_\_\_  
(for a great application) Date Available(mm/dd/yyyy): \_\_\_\_\_

Security Deposit: \_\_\_\_\_ Parking Price \_\_\_\_\_ Current Tenant Name (or vacant): \_\_\_\_\_

Pet Deposit: \_\_\_\_\_ Tenant Contact Phone: \_\_\_\_\_

Are you a licensed real estate agent? Y N Other Tenant Contact Phone: \_\_\_\_\_

Would you like a "for rent" sign put up? Y N Minimum Lease Term: \_\_\_\_\_

**Cat Allowed:** Y N **Dog Allowed:** Y N **Add. Storage:** Y N **Bike Storage:** Y N

Will consider: \_\_\_\_\_ Will consider: \_\_\_\_\_ **Built before 1978:** Y N **Fireplace:** Y N  
Gas Wood Decorative

**Heat Included:** Y N **Dishwasher:** Y N **Microwave:** Y N

**Outdoor Space:** Balcony Deck Rooftop Deck Porch Yard None

**Heat Type:** Central Electric Baseboard Radiator Space Heater Wall Unit

**AC:** Central (GFA) Wall Unit Window Unit None

**Laundry:** Coin Building Free Building In Unit None

**Parking:** Garage Outdoor Secured Outdoor Unsecured Street

**Paint:** Tenants may paint Y N Will be completely repainted Y N

Unit will be touched up as needed Y N

Unit will be professionally cleaned before move-in: Y N

What additional work will you be doing to the unit? \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

I certify that all information on this form is correct and accurate, and that I am an authorized representative of the owner. I agree to and have read all of North Clybourn Group's policies as outlined in the listing agreement. In the event the listing agreement is expired, this shall be considered an extension of the listing agreement for one year from the date below.

X \_\_\_\_\_ Date: \_\_\_\_\_

(Sign HERE)



CITY OF CHICAGO  
RICHARD M. DALEY, MAYOR

NORMA I. REYES  
COMMISSIONER

CITY OF CHICAGO  
DEPARTMENT OF CONSUMER SERVICES  
APPLICATION FOR ENERGY DISCLOSURE  
THE PEOPLES GAS & COKE COMPANY  
COMMONWEALTH EDISON COMPANY

Separate applications are required for Gas and Electric Heat. Please check one box. Mail or fax completed form to the appropriate utility company as indicated below.

[ ] Gas Heat

[ ] Electric Heat

For all addresses

The Peoples Gas Light & Coke Company  
Attn: Energy Disclosure Section  
130 East Randolph Drive, 16<sup>th</sup> Floor  
Chicago, IL 60601  
Voice ( 312 ) 240-4040  
Fax ( 312 )240-3991

For addresses mail request to:

ComEd  
Attn: Central Handling Group  
2100 Swift Drive  
Oak Brook, IL 60523  
Fax# ( 630 ) 684-2692  
Phone# 1-800-334-7661

You may also submit your request by  
visiting their web site: www.ucm.com  
Select ComEd and send your request  
via e-mail.

\*\*\*\*\*PLEASE PRINT\*\*\*\*\*

Owner or Realtor ( Please Circle One and List Complete Name ) \_\_\_\_\_

Owner / Realtor Mailing Address \_\_\_\_\_ Chicago, IL ( Zip Code ) \_\_\_\_\_

Owner / Realtor Telephone Number \_\_\_\_\_ Agent's Name ( if applicable ) \_\_\_\_\_

Owner / Realtor Fax Number \_\_\_\_\_

Name Of Occupant ( if different from the owner ) \_\_\_\_\_

**ADDRESS AND APARTMENT NUMBER OF DWELLING UNIT**

Note: If dwelling has multiple addresses or is a corner building, list each address separately and the first and last apartment number at the bottom:

Example: 111 1 st ST.  
113 1 st ST.

Apt. 101-328  
Apt. 329-528

**Address ( You must include direction )**

**Apartment Number ( S )**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Knowing that there are legal penalties for making a false claim of ownership or agency, I hereby certify that I am the owner / agent for the property in question, and I hereby request disclosure of the projected annual and projected average monthly cost of electricity or gas which provides the only source of heat for the above-described dwelling unit( s ).

Date of request: \_\_\_\_\_ Signature: \_\_\_\_\_

For additional forms, you may contact the City of Chicago, Department of Consumer Services, at (312 ) 744-9400.

**DO NOT MAIL TO THE DEPARTMENT OF CONSUMER SERVICES**

# Disclosure Regarding Leasing Real Estate Agency Relationships

Before you disclose confidential information to a real estate licensee regarding a real estate transaction, you should understand what type of agency relation you have with that licensee.

A broker or salesperson may function in any of the following capacities.

- Represent the landlord as an authorized landlord's agent or subagent
- Represent the Prospective Tenant as an authorized Prospective Tenants agent or subagent
- Represent both the Landlord and Prospective Tenant as a disclosed dual agent, authorized by both the Landlord and Prospective Tenant.
- Represent neither the Landlord nor the Prospective Tenant as an agent, but provide services authorized by the Landlord or Prospective Tenant to complete a transaction as a transaction coordinator.

### LANDLORD'S AGENTS

A Landlord's agent, under a listing agreement with the Landlord, acts solely on behalf of the Landlord. A landlord can authorize a Landlord's agent to work with subagents, Prospective Landlord's agents and/or transaction coordinators. A subagent of the Landlord is one who has agreed to work with the listing agent, and who, like the listing agent, acts solely on behalf of the landlord. Landlord's agents and their subagents will disclose to the Landlord known information about the prospective which may be used to the benefit of the Landlord.

The duties that a Landlord's agent and subagent owes to the Landlord includes:

- Promoting the best interests of the Landlord
- Fully disclosing to the Landlord all known facts that might affect or influence the Landlord's decision to accept an application to lease.
- Presenting all applications for lease to the Landlord
- Disclosing to the Landlord all information known to the Landlord's agent about the identity of all Prospective Tenants and the willingness of those Prospective Tenants to meet the terms of application for lease.

### PROSPECTIVE TENANTS AGENTS

A Prospective Tenants agent, under a Prospective Tenants Agency agreement with the Prospective Tenant, acts solely on behalf of the Prospective Tenant. A subagent of the Prospective Tenant is one who has agreed to work with the Prospective Tenants agent and who, like the Prospective Tenant's agent, acts solely on behalf of the Prospective tenant. Prospective Tenant's agents and their subagents will disclose to the Prospective Tenant known information about the Landlord which may be used to benefit the Prospective Tenant.

The duties a Prospective Tenants agent and subagent owe to the buyer include:

- Promoting the best interest of the Prospective Tenant
- Fully disclosing to the Prospective Tenant all known facts that might affect or influence the prospective tenants decision to tender application to lease
- Keeping confidential the Prospective Tenants motivations for buying unless express permission is given otherwise
- Presenting all applications to lease on behalf of the Prospective Tenant
- Disclosing to Prospective Tenant all information known to the Prospective Tenants agent about the willingness of the Landlord to accept a lower price

### DUAL AGENTS

A real estate licensee can be the agent of both the Landlord and the Prospective Tenant in a transaction, but only with the knowledge and informed consent, in writing, of both the Landlord and the Prospective Tenant

In such a dual agency situation, the licensee will not be able to disclose all known information to either the Landlord or the Prospective Tenant. As a dual agent, the licensee will not be able to provide the full range of fiduciary duties to the Landlord or the Prospective Tenant

The obligations of a dual agent are subject to any specific provisions set forth in any agreement between the dual agent, the Landlord and the Prospective Tenant.

### TRANSACTION COORDINATOR

A transaction coordinator is a licensee who is not acting as an agent of either the Landlord or the Prospective Tenant, yet is providing services to complete a real estate transaction.

The transaction coordinator is not an agent for either party and therefore owes no fiduciary duty to either party. The transactional coordinator is not the advocate of either party and therefore has no obligation to "negotiate" for either party. The responsibilities to the transaction coordinator typically include:

- Providing access to and the showings of the property.
- Providing access to market information
- Providing assistance in the preparation of an application for lease reflects the terms of the parties' agreement.
- Presenting an offer to lease any subsequent counter-offers.
- Assisting all parties in undertaking all steps necessary to carry out the agreement for lease.

### DESIGNATED AGENCY

A Prospective Tenant or Landlord with designated agency is represented only by the agents specifically named in the agreement. Any agents of the firm not named in the agreement do not represent the Prospective Tenant or the Landlord. The named "designated" agent acts solely on behalf of his or her client and may only share confidential information about the client with the agents supervisory broker who is also named in this agreement. Other agents in the firm have no duties to the Prospective Tenant or Landlord and may act solely on behalf of another party in the transaction.

### LICENSEE DISCLOSURE

Leasing Agent hereby discloses the following relationship  
(check one from each column)

with the Prospective Tenant <input type="checkbox"/> Prospective Tenants Agent <input type="checkbox"/> Dual Agent <input type="checkbox"/> Transaction Coordinator <input checked="" type="checkbox"/> None of the Above	AND	with the Landlord <input checked="" type="checkbox"/> Landlords Agent <input type="checkbox"/> Dual Agent <input type="checkbox"/> Transaction Coordinator <input type="checkbox"/> None of the Above
---	-----	---

### AFFILIATED LICENSEE DISCLOSURE (check one)

\_\_\_\_\_ Check here if acting as a designated agent. Only the Licensee's broker and a named supervisory broker have the same agency relationship as the licensee named below. If the other party in a transactions represented by an affiliated licensee, then the licensee's broker and all named supervisory brokers shall be considered disclosed consensual dual agents.

\_\_\_X\_\_\_ Check here if not acting as a designated agent. All affiliated licensees have the same agency relationships as the licensee named below.

Further, this form was provided to the Landlord or Prospective Tenant before disclosure of any confidential information.

\_\_\_\_\_  
Leasing Agent \_\_\_\_\_ Date

\_\_\_\_\_  
Leasing Agent \_\_\_\_\_ Date

### ACKNOWLEDGMENT:

By signing below, the parties confirm that they have received and read the information in this agency disclosure state and that this form was provided to the before the disclosure of any confidential information specific to the potential sellers or buyers. THIS IS NOT A CONTRACT.

\_\_\_\_\_  
Prospective Tenant / Landlord (circle one) \_\_\_\_\_ Date

\_\_\_\_\_  
Prospective Tenant/ Landlord (circle one) \_\_\_\_\_ Date

**Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards**

**Lead Warning Statement**

*Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.*

**Lessor's Disclosure**

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) \_\_\_\_\_ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

\_\_\_\_\_

(ii) \_\_\_\_\_ Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the lessor (check (i) or (ii) below):

(i) \_\_\_\_\_ Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

\_\_\_\_\_

(ii) \_\_\_\_\_ Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

**Lessee's Acknowledgment (initial)**

(c) \_\_\_\_\_ Lessee has received copies of all information listed above.

(d) \_\_\_\_\_ Lessee has received the pamphlet *Protect Your Family from Lead in Your Home*.

**Agent's Acknowledgment (initial)**

(e) \_\_\_\_\_ Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

**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.

\_\_\_\_\_  
Lessor Date Lessor Date

\_\_\_\_\_  
Lessee Date Lessee Date

\_\_\_\_\_  
Agent Date Agent Date

Owner \_\_\_\_\_ Building \_\_\_\_\_