



LISTING AGREEMENT

This agreement is made this _____ day of _____, _____ between HOME DISCOVERY, INC., an Illinois corporation and _____ (“Owner”).

RECITALS:

- A. Owner is the managing agent for the Owner or is the Owner of property commonly known as _____ (hereinafter called the “Building”).
- B. HOME DISCOVERY, INC. will locate residential Tenants for Owners of property and said Owner intends HOME DISCOVERY, INC. to assist in obtaining tenants for those apartments in the Building described in Exhibit A.

In consideration of the foregoing and the mutual promises expressed herein, the parties agree as follows:

1. **HOME DISCOVERY, INC. OBLIGATIONS.** HOME DISCOVERY, INC. shall endeavor to locate and obtain Tenants for Owner’s apartments in accordance with the rental schedule described in Exhibit A. In performing such services, HOME DISCOVERY, INC. shall, at its own expense (*See Exhibit 2B), advertise for Tenants, interview prospective Tenants, perform preliminary credit checks, verify prospective Tenants’ employment and rental histories, and show the listed apartments to interested Tenants.

2. **HOME DISCOVERY, INC. COMPENSATION.**

- A. If Owner leases or sells an apartment for a lease term of one year listed in Exhibit A to a person that was shown such apartment by HOME DISCOVERY, INC., Owner shall pay HOME DISCOVERY, INC. a commission equivalent to one month’s rent by HOME DISCOVERY, INC. retaining the tenant’s first month’s rent in accordance with the Owner’s acknowledgement and indemnification as agreed to in paragraph 3 below. If Owner leases an apartment for a lease term over a one year period, the commission will increase per year by an extra 50 percent.
- B. It is agreed that in the event that HOME DISCOVERY, INC. presents Owner with a ready, willing and able Tenant & Owner leases or sells premises to third party, Owner shall pay HOME DISCOVERY, INC. all marketing cost incurred in promoting the property. All marketing cost will be provided in detail to Owner in writing.
- C. HOME DISCOVERY, INC. will guarantee finding a new Tenant for the apartment should the Tenant that leases the apartment default on rent payments and skips out on the lease.

3. **OWNER’S ACKNOWLEDGEMENT AND INDEMNIFICATION.** That the Owner acknowledges that it has “received” Tenant’s first month’s rent even though Owner has permitted HOME DISCOVERY, INC. to retain and keep Tenant’s first month’s rent as and for itself (*See Exhibit 2A). That in this connection, Owner assumes full responsibility for the said first month’s rent application and use under the terms and conditions of Owner’s lease with Tenant and under the Chicago Residential and Landlord Ordinance. That Owner will hold harmless and indemnify HOME DISCOVERY, INC., for any claim, demand, or cause of action to the contrary.

4. **OWNER'S DISCRETION.** HOME DISCOVERY, INC.'s responsibility is to find and screen prospective Tenants. However, since HOME DISCOVERY, INC. cannot guaranty the reliability of the information it receives, Owner will exercise its sole and unbridled discretion in deciding and determining whether or not to lease to such Tenants. HOME DISCOVERY, INC. shall not be responsible for a tenant's failure to comply with its obligations to Owner.

5. **TERM.** This agreement is for a term of one year from the date shown above and can be terminated thereafter by either party giving the other 30 days written notice. However, notwithstanding any termination, Owner shall pay HOME DISCOVERY, INC. the amount provided in Paragraph 2A if Owner leases any apartment listed in Exhibit A to any prospective Tenant who was shown an apartment by HOME DISCOVERY, INC. in the Building within three months prior to the date of such termination.

6. **NON-DISCRIMINATION.** Owner shall not illegally discriminate on the basis of age, race, religion, sex, sexual preference, national origin, handicap status or having children or otherwise in its choice of Tenants with regard to the Building and shall indemnify and hold HOME DISCOVERY, INC. harmless against any expenses, judgments or costs (including reasonable attorneys fees) incurred by HOME DISCOVERY, INC. because of its failure to do so.

7. **INDEPENDENT CONTRACTOR STATUS.** HOME DISCOVERY, INC. is an independent contractor and shall have no authority to bind the Owner. This agreement shall not create a partnership, joint venture or any other type of relationship than is herewith described between Owner and HOME DISCOVERY, INC.

8. **ATTORNEY'S FEES.** If either party violates the terms and conditions of this agreement, the innocent party shall be entitled, as part of its recovery against the breaching party, to its attorney's fees and costs incurred in enforcing the defaulting party's obligations hereunder.

HOME DISCOVERY, INC.

OWNER

By: _____

By: _____