



BROKER (Name and Address):
Prudential SourceOne Realty The Blount Group
8100 W 119th Street
Palos Park, IL 60464

LESSOR(s)* (Name and Address):
Village of Palos Park
8999 W 123rd Street
Palos Park, IL 60464

*Lessor represents and warrants that title to the property is in the name of Village of Palos Park and Lessor has the authority to lease the Property.

1. Property: This Agreement is between the above-mentioned "Broker" and "Lessor," in consideration of their acceptance of the terms hereof and of Broker's efforts to advertise, market, promote and lease the real estate commonly known as
Address: 12309 S 90th Avenue
Unit No: , City: Palos Park, IL 60464
County: Cook, State: IL, Zip Code: 60464
Permanent Index No.: , hereinafter referred to as "Property."

Condo, Coop or Townhome Parking Space Included: (check type) deeded space; limited common element; assigned: Parking space #

2. Term and Conditions: The term of this Agreement begins 12:01 A.M. Month: May Day: 15
Year: 2008 and terminates 11:59 P.M. Month: July Day: 31 Year: 2008 ("marketing period").
Lessor gives to Broker the exclusive right to market, lease, option or exchange the Property to qualified lessees and to share the Property with participants in the Multiple Listing Service of Northern Illinois, Inc. and/or any other Multiple Listing Service in which Broker is a participant, in accordance with the applicable rules and regulations of that Multiple Listing Service.

THE PARTIES UNDERSTAND AND AGREE THAT IT IS ILLEGAL FOR EITHER OF THEM TO REFUSE TO DISPLAY OR LEASE LESSOR'S PROPERTY TO ANY PERSON ON THE BASIS OF RACE, AGE, COLOR, RELIGION, SEX, ANCESTRY, MARITAL STATUS, PHYSICAL OR MENTAL HANDICAP, FAMILIAL STATUS, NATIONAL ORIGIN, SEXUAL ORIENTATION, MILITARY STATUS, DISHONORABLE DISCHARGE FROM THE MILITARY SERVICE, OR ANY OTHER CLASS PROTECTED BY THE ILLINOIS HUMAN RIGHTS ACT. THE PARTIES AGREE TO COMPLY WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL FAIR HOUSING LAWS.

3. Rent: The Property shall be leased at \$ 1,800.00 / month for a minimum period of 12 months or as otherwise agreed to by Lessor with a security deposit of \$ 2,500.00 and the first month's rent paid to Lessor prior to possession.

4. Lessor's Designated Agent: Broker designates and Lessor accepts Douglass Blount ("Lessor's Designated Agent"), a sales associate affiliated with Broker, as the only legal agent of Lessor to market and lease Lessor's Property. Broker reserves the right to appoint additional designated agents for Lessor when, in Broker's discretion, it is necessary. If additional designated agents are appointed, Lessor shall be informed in writing within a reasonable time of such appointment. Lessor authorizes Lessor's Designated Agent, from time to time, to allow another sales associate, who is not an agent of the Lessor, to sit an open house of Lessor's Property or provide similar support to Designated Agent in the marketing of Lessor's Property. Lessor understands and agrees that this Agreement is a contract for Broker to market and lease Lessor's Property and that Lessor's Designated Agent is the only legal agent of Lessor. Lessor's Designated Agent will be primarily responsible for the direct marketing and leasing of Lessor's Property. The duties owed to Lessor as referred to in the Illinois Real Estate License Act of 2000 will only be owed to Lessor by the Designated Agent. Neither the Broker nor the Designated Agent will have any fiduciary relationship with the Lessor.

5. Possible Dual Agency: The above named Designated Agent (hereinafter sometimes referred to as "Licensee") may undertake a dual representation (represent both the Lessor or landlord and the buyer or tenant) for the lease of the Property. Lessor acknowledges he was informed of the possibility of this type of representation. Before signing this document, Lessor must 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 clients' 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

Broker Initial

Lessor(s) Initial Lessor(s) Initial

60 a result of negotiations between the clients acting in their own best interests and on their own behalf. Lessor acknowledges that
61 Licensee has explained the implications of dual representation, including the risks involved, and understands that he has been
62 advised to seek independent advice from advisors or attorneys before signing any documents in this transaction.

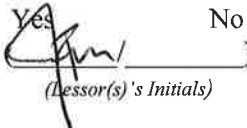
63
64 **WHAT A LICENSEE CAN DO FOR CLIENTS WHEN ACTING AS A DUAL AGENT:**

- 65 1. Treat all clients honestly.
- 66 2. Provide information about the Property to the tenant.
- 67 3. Disclose all latent material defects in the Property that are known to Licensee.
- 68 4. Disclose financial qualification of the tenant to the Lessor.
- 69 5. Explain real estate terms.
- 70 6. Help the buyer or tenant to arrange for Property inspections.
- 71 7. Explain closing costs and procedures.
- 72 8. Help the lessee compare financing alternatives.
- 73 9. Provide information about comparable properties that have leased so both clients may make educated decisions on what
74 price to accept or offer.

75
76 **WHAT A LICENSEE CANNOT DISCLOSE TO CLIENTS WHEN ACTING AS A DUAL AGENT:**

- 77 1. Confidential information that Licensee may know about the clients, without the client's permission.
- 78 2. The price the Lessor will take other than the listing price without permission of the Lessor.
- 79 3. The price the Lessee is willing to pay without permission of the Lessee.
- 80 4. A recommended or suggested price the Lessee should offer.
- 81 5. A recommended or suggested price the Lessor should counter with or accept.

82 **If Lessor is uncomfortable with this disclosure and dual representation, please let Licensee know. Lessor is not required to**
83 **accept this section unless Lessor wants to allow the Licensee to proceed as a Dual Agent in this transaction.**

84
85
86 Yes No
87 
88 (Lessor(s)'s Initials)

By checking "Yes" and initialing, Lessor acknowledges that Lessor has read and understands
this section and voluntarily consents to the Licensee acting as a Dual Agent (that is, to
representing BOTH the Lessor or landlord and the buyer or tenant) should that become
necessary.

89
90 **6. Lessee's Agent:** Lessor acknowledges that Lessor has been informed and understands that as part of Broker's real estate
91 business, Broker, from time to time, enters into representation Agreements with lessees and, as such, may designate certain of its
92 Sales Associates as Exclusive Leasing Agents for the purpose of showing and negotiating the leasing of real estate listed with
93 Broker or other real estate Brokerage firms.

94
95 **7. Lessee's Confidentiality:** Lessor understands that Broker and/or Designated Agent may have previously represented a lessee
96 who is interested in Lessor's Property. During that representation, Broker and/or Designated Agent may have learned material
97 information about the Lessee that is considered confidential. Under the law, neither Broker nor Designated Agent may disclose
98 any such confidential information to Lessor even though the Broker and/or Designated Agent now represent the Lessor.

99
100 **8. Broker's Affiliates:** Lessor understands and agrees that other Sales Associates affiliated with Broker may represent the actual
101 or prospective Lessee of Lessor's Property. Further, Lessor understands and agrees that if the Property is leased through the
102 efforts of a Sales Associate affiliated with Broker who represents the Lessee, the other Sales Associate affiliated with Broker will
103 be acting as a Lessee's Designated Agent.

104
105 **9. Consent to Represent Other Lessors:** Lessor understands and agrees that Broker and Designated Agent may from time to
106 time represent or assist other lessors who may be interested in leasing their Property to lessees. The Lessor consents to Broker's
107 and Designated Agent's representation of such other lessors before, during and after the expiration of this Exclusive Marketing
108 Agreement and expressly waives any claims including but not limited to breach of duty or breach of contract based solely upon
109 Broker's or Designated Agent's representation or assistance of other lessors who may be interested in leasing their Property to
110 Lessees.

111
112 **10. Lessor's Acknowledgement:** Lessor agrees to comply with all applicable federal, state and local laws with respect to the lease
113 of the subject Property.

114
 Broker Initial
Address: **12309 S 90th Ave, Palos Park, IL 60464**

 Lessor Initial _____ Lessor Initial

115 **11. Homeowner Association:** Lessor hereby indemnifies and holds Broker harmless from any and all costs and expense that the
116 Broker may incur in the marketing of the property for lease in the event that any rule or regulation, covenant, by-law, restriction or
117 the like would act to limit or prohibit the leasing of the Lessor's Property. Lessor hereby represents and warrants to Broker that
118 there are no restrictions on the leasing of the Lessor's Property except as may be communicated specifically in writing to Broker
119 and for which Broker has provided to Lessor specific written acknowledgement of such limitation.
120

121 **12. Brokerage Fee:** In consideration of the obligations of the Broker, the Lessor agrees:
122 (a) To pay Broker, at the execution of the lease of the property, compensation in the amount of 8 % of
123 gross rental or \$n/a to be distributed 4%+\$100 % to the Lessor's Broker and 4%-\$100 % to the Lessee's Broker for
124 the Broker's services in effecting the lease by finding a Lessee ready, willing, and able to lease the property. If the lease should
125 not be executed because of refusal, failure or inability of the Lessor to perform, the Lessor shall pay the Brokerage Fee in full to
126 Broker upon demand. Should a lease be in pending or contingent status at the expiration of this Agreement, Lessor shall pay
127 Broker the full Brokerage Fee set forth upon the execution of the lease.
128 (b) To pay Broker the Brokerage Fee specified above if Broker procures a lessee, if the Property is leased within said time by
129 Lessor or any other person or if the property is leased within 90 days from the expiration date herein to any prospect
130 to whom the said listing information was submitted during the term of this exclusive agreement. However, Lessor shall not be
131 obligated to pay said Brokerage Fee if a valid, written listing agreement is entered into during the term of said protection period
132 with another broker and the lease of the Property is made during the term of the subsequent listing agreement.
133 (c) Owner reserves the right to lease the Property during the term hereof, without incurring liability for any compensation to
134 Broker, provided that the lease shall not be made to a person produced by the Broker, or with whom Broker shall have negotiated
135 during the term hereof, or through any other real estate broker, and provided that broker, prior to any such lease, has not become
136 entitled to compensation in accordance with the terms hereof. If Owner leases the Property, Owner shall promptly notify Broker in
137 writing, specifying the name of the lessee, the lease price to be paid and if the lease is being made through another real estate
138 broker. If Broker does not advise Owner in writing within seven (7) days that Broker has produced or negotiated with the lessee it
139 shall be conclusively presumed the Broker has not had any contact with this lessee.
140

141 **13. Administration Fee:** In addition to the Brokerage Fee set forth herein, Lessor shall pay Broker an administration fee of
142 n/a to offset Broker's administration costs in processing this Agreement. Said fee
143 shall be paid to Broker on n/a.

144 **14. Cooperation and Compensation:** Broker is authorized to show the Property to prospective lessees through cooperating
145 agents; and Broker, on a case-by-case basis, may pay a part of its brokerage commission to cooperating agents. Broker is
146 authorized in its sole discretion to determine with which brokers it will cooperate and the amount of compensation that it will offer
147 cooperating brokers in the leasing of Lessor's Property. Lessor acknowledges that the compensation offered to such cooperating
148 brokers may vary from broker to broker.
149

150 **15. Fixtures and Personal Property:** All of the fixtures and personal property stated herein are owned by Lessor and, to the best
151 of Lessor's knowledge, are in operating condition unless otherwise noted. Lessor agrees the following items of personal property
152 will stay with the property for use by Lessee. (Check or enumerate applicable items):

- | | | | |
|--|--|--|--|
| <input checked="" type="checkbox"/> Refrigerator | <input checked="" type="checkbox"/> All Tacked Down Carpeting | <input type="checkbox"/> Fireplace Screen(s)/Door(s)/Grate(s) | <input checked="" type="checkbox"/> Central Air Conditioning |
| <input checked="" type="checkbox"/> Oven/Range/Stove | <input checked="" type="checkbox"/> All Window Treatments & Hardware | <input type="checkbox"/> Fireplace Gas Logs | <input type="checkbox"/> Electronic or Media Air Filter |
| <input type="checkbox"/> Microwave | <input type="checkbox"/> Built-in or Attached Shelving | <input checked="" type="checkbox"/> Existing Storms & Screens | <input type="checkbox"/> Central Humidifier |
| <input type="checkbox"/> Dishwasher | <input checked="" type="checkbox"/> Smoke Detector(s) | <input type="checkbox"/> Security System(s) (owned) | <input checked="" type="checkbox"/> Sump Pump(s) |
| <input type="checkbox"/> Garbage Disposal | <input checked="" type="checkbox"/> Ceiling Fan(s) | <input type="checkbox"/> Intercom System | <input type="checkbox"/> Water Softener (owned) |
| <input type="checkbox"/> Trash Compactor | <input type="checkbox"/> TV Antenna System | <input type="checkbox"/> Central Vac & Equipment | <input type="checkbox"/> Outdoor Shed |
| <input type="checkbox"/> Washer | <input type="checkbox"/> Window Air Conditioner(s) | <input checked="" type="checkbox"/> Electronic Garage Door Opener(s) | <input type="checkbox"/> Attached Gas Grill |
| <input type="checkbox"/> Dryer | <input checked="" type="checkbox"/> All Planted Vegetation | <input type="checkbox"/> with <u>2</u> Transmitter(s) | <input checked="" type="checkbox"/> Light Fixtures (as they exist) |
| <input type="checkbox"/> Satellite Dish and System | <input type="checkbox"/> Invisible Fence System, Collar(s) and Box | | |

163 **Other items/services included:** _____
164 **Items/services NOT included:** _____

165 **16. Disclosure:** Except as provided in paragraph 12 c., all inquires about this Property made directly to Lessor shall be
166 immediately referred to Broker and/or Lessor's Designated Agent. Lessor understands that the information which Lessor provides
167 to Lessor's Designated Agent as marketing information will be used to advertise Lessor's Property to the public and it is essential
168 that this information be accurate. **THE BROKER IS HEREBY AUTHORIZED TO SUBMIT ALL INFORMATION**
169 **REQUIRED BY THE RULES OF THE MULTIPLE LISTING SERVICE(S) OF WHICH THE BROKER IS A**
170 **MEMBER. LESSOR UNDERSTANDS THAT LESSOR HAS AN OBLIGATION TO PROVIDE ACCURATE,**
171 **TRUTHFUL INFORMATION AND HEREBY PROMISES TO FULFILL THIS OBLIGATION.** Lessor shall indemnify,
172 save, defend and hold Broker, Broker's Sales Associates and Lessor's Designated Agent(s) harmless from all claims, disputes,
173

 Broker Initial
Address: 12309 S 90th Ave, Palos Park, IL 60464
 Lessor Initial _____ Lessor Initial _____

174 litigation, judgments and /or costs, (including reasonable attorney's fees), whether or not frivolous, arising from any
175 misrepresentations made by the Lessor, any incorrect information supplied by the Lessor or from any material fact concerning the
176 Property including latent defects which the Lessor fails to disclose. Further, Lessor shall indemnify, save, defend and hold Broker,
177 Broker's Sales Associates and Lessor's Designated Agent(s) harmless from any claim, loss, damage or injury to any person or
178 Property while viewing the Property arising from the condition of Lessor's Property. Lessor agrees to comply with the applicable
179 provisions of the Federal Lead Based Paint Disclosure Regulations. Lessor shall complete the applicable disclosure document in a
180 timely manner and shall not knowingly provide false or inaccurate information.

181
182 **17. Broker Limitations:** The Broker's sole duty is to effect a lease of the Property. The Broker, Lessor's Designated Agent,
183 members of the Multiple Listing Service(s) to which the Broker belongs and the Mainstreet Organization of REALTORS® are not
184 charged with the custody of the Property, its management, maintenance, upkeep or repair. Illinois law allows Brokers to prepare
185 the Lease Agreement using approved preprinted forms but does not allow Brokers, real estate agents or sales associates to draft
186 other legal documents. Therefore the Lessor agrees to draft and furnish or have Lessor's attorney draft and furnish all other legal
187 documents necessary.

188
189 **18. Minimum Standards:** Illinois law provides that all exclusive brokerage agreements must specify that the sponsoring broker,
190 through one or more sponsored licensees, must provide at a minimum, the following services: (1) accept delivery of and present to
191 the client offers and counter-offers to buy, sell or lease the client's property or the property the client seeks to purchase or lease;
192 (2) assist the client in developing, communicating, negotiating and presenting offers, counter offers and notices that relate to the
193 offers and counteroffers until a lease or purchase agreement is signed and all contingencies are satisfied or waived; and (3) answer
194 the client's questions relating to the offers, counter-offers, notices and contingencies.

195
196 **19. Marketing Authorization:** Broker is authorized to advertise, promote and market the Property which shall include, but not be
197 limited to, in Broker's sole discretion, the display of signs, placement of the Property in any Multiple Listing Service in which
198 Broker is a participant and promotion of the Property through any electronic medium and/or on any Internet Homepage to which
199 the Broker may subscribe. Broker is authorized to affix a keybox to the Property, and provided the lawful occupant is absent, any
200 MLS participant or subscriber associated with the Multiple Listing Service(s), whether acting a lessee's agent or otherwise, shall
201 have the right, through use of said keybox, to show the Property at any reasonable time. It is not a requirement of the Multiple
202 Listing Service or Broker that a Lessor or lawful occupant allow use of a keybox. Lessor acknowledges that none of the leasing
203 Brokers, the Mainstreet Organization of REALTORS® nor any Multiple Listing Service is an insurer against the loss of Lessor's or
204 lawful occupant's personal property. Lessor is advised to safeguard or remove valuables now located on said Property. Lessor is
205 further advised to verify the existence of said valuables and obtain personal property insurance through Lessor's insurance agent.

206
207 **20. Security Deposits:** It shall not be the obligation of the Broker or any Licensee to hold Security Deposits incident to the Lease
208 of the Lessor's Property. If the Broker or Licensee elects to hold such security deposits upon the Lease of the Lessor's Property,
209 then such Security Deposit shall be held and only paid out according to the specific joint written direction of the Lessor and Lessee
210 or as directed by a court of competent jurisdiction. In the event of a dispute between the Lessor and Lessee with regard to the
211 disposition of said Security Deposit, Broker or Licensee may deposit such funds with the Clerk of the Circuit Court by an action in
212 the nature of Interpleader. Lessor agrees that Broker may be reimbursed for all costs, including reasonable attorney's fees, relating
213 to the filing of the Interpleader and hereby agrees to indemnify and hold Broker harmless from any and all claims and demands,
214 including the payment of reasonable attorney's fees, costs and expenses arising out of such default, claims and demands.


215
216 **21. Amendments:** Should it be necessary to amend or modify this Agreement, facsimile signatures of all parties to this Marketing
217 Agreement are accepted as original signatures. This Agreement may be executed in multiple copies.

218
219 **22. Mediation:** Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be mediated, in
220 accordance with rules then pertaining of the American Arbitration Association, Chicago, Illinois.

221
222 **23. Indemnification of Broker:** Lessor agrees to indemnify Broker and to save, defend and hold Broker harmless on account of
223 any and all loss, damage, cost or expense (including reasonable attorney's fees) incurred by Broker arising out of this Agreement
224 or in the collection of fees or commissions due Broker pursuant to the terms and conditions of this Agreement, provided Broker is
225 not at fault.

226
227 **24. Disclaimer:** Lessor acknowledges that Broker and Lessor's Designated Agent are acting solely as real estate professionals, and
228 not as attorney, tax advisor, surveyor, structural engineer, home inspector, environmental consultant, architect, contractor or other
229 professional service provider. Lessor understands that such other professional service providers are available to render advice or
230 services to the Lessor, if desired, at Lessor's expense.

231
 Broker Initial
Address: **12309 S 90th Ave, Palos Park, IL 60464**

 Lessor Initial _____ Lessor Initial



Illinois Association of 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.

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.

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 all available records and reports pertaining to elevated radon concentrations within the dwelling.
(c) Seller has no knowledge of elevated radon concentrations in the dwelling.
(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 [Signature] _____ Date 5-2-08
Agent _____ Date _____
Property Address 12309 S 90th Avenue _____ City, State, Zip Code Palos Park, IL 60464 _____



**Mainstreet Organization of REALTORS®
PRE-1978 HOUSING RENTAL AND LEASES DISCLOSURE OF INFORMATION
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.

Property commonly known as: 12309 S 90th Avenue

City of Palos Park, IL 60464 County of: Cook, Illinois.

Lessor'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):

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 one below):

Lessor has provided the purchaser with all available records and reports pertaining to leadbased paint and/or lead-based hazards in the housing (list documents below):


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. 4852 d 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 <u>5/2/08</u>	Agent _____	Date / / _____

(This disclosure form should be attached to the Lease)