



EXCLUSIVE AGENCY LISTING CONTRACT (Seller Permitted to Sell Directly)

1 **THIS CONTRACT** is made between _____
2 ("SELLER") and _____ ("BROKER") for
3 the Property known as: _____
4 and legally described as below, or as described in the attached Legal Description Addendum: _____
5 _____
6 _____

7 (the "Property") is **EXCLUSIVE** for a period beginning _____ and ending at 11:59 p.m.
8 on _____ inclusive unless terminated sooner by BROKER. The Property is offered
9 for sale for the Purchase Price of \$ _____ on terms agreeable to SELLER. **SELLER**
10 **hereby warrants to BROKER that this is the one and only AGENCY in effect regarding the Property**
11 and SELLER has the capacity to convey title to the Property. BROKER and licensee(s) are licensed
12 under the laws of the state in which the Property is located.

13
14 **1. LISTING SERVICES:** SELLER authorizes BROKER to:

15 (a) Cooperate and share the commission payable under this Contract with other brokers including
16 brokers who have been employed as Buyer agents, subagents, disclosed dual agents (**Missouri only**),
17 transaction brokers, or designated agents, subject, where applicable, to authorization as otherwise
18 provided in this Contract.

19 (b) Submit pertinent information, including virtual tours and images when applicable, concerning the
20 Property to any listing service to which BROKER subscribes and to abide by the rules of the listing
21 service.

22 (c) Provide to listing services for dissemination to others, including the county appraiser if required by
23 law, timely notice of status changes affecting the Property, sales information, including price, and other
24 information concerning the Property for use of the members of such services, to compile reliable
25 statistics, and to establish market value for other properties. Report sales information about the
26 property, including the price at which the property sold, to the MLS for dissemination to MLS
27 Participants, Subscribers, and other licensees or users of the MLS database compilation.

28 (d) Obtain information on SELLER'S mortgage(s) and/or home equity loan(s):

29 Loan #1 _____ held by _____,
30 phone no: _____.

31 Loan #2 _____ held by _____,
32 phone no: _____.

33 Loan #3 _____ held by _____,
34 phone no: _____.

35 (e) Disseminate data about the Property and other information relating to the Property supplied by, or
36 on behalf of SELLER, including creative works depicting the Property, such as virtual tours, images, and
37 any textual descriptions of the Property (collectively referred to as "Content"), to MLS participants,
38 Subscribers and other licensees or users of the MLS database compilation, or any other MLS in which
39 BROKER participates, and to further disseminate, or permit MLS or other MLS participants to
40 disseminate such Content to potential purchasers through websites on the Internet that are owned,
41 operated or controlled by the MLS, KCRAR, other MLS participants, or such other entities with whom
42 MLS may enter into license agreements authorizing the dissemination or use of such Content.

43 (f) Grant to the BROKER an irrevocable, perpetual, non-exclusive and fully sub-licensable and
44 assignable right (through multiple tiers) to use, reproduce, modify, adapt, publish, create derivative
45 works from, distribute, perform, and display any photographs, floor plans, architectural drawings, video
46 images, sounds, or other copyrightable material related to the Property ("Works"), and to incorporate
47 any such Works (in whole or in part) into other Works in any form, media, or technology now known or
48 later developed.

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49 (g) This non-exclusive license shall survive the termination of this Agreement for any reason
50 whatsoever. SELLER represents and warrants to BROKER that the license granted to BROKER for this
51 listing Content does not violate or infringe upon the rights, including any copyright rights, or any person
52 or entity. SELLER acknowledges and agrees that all listing content is owned exclusively by BROKER,
53 and SELLER has no right, title or interest in Content.
54

55 **2. SELLER AGREES TO:**

- 56 (a) Refer any offer or inquiry regarding the Property that is received by SELLER from any cooperating
57 broker or as a result of BROKER marketing effort during the term of this Contract to BROKER.
58 (b) Permit BROKER to place a "For Sale" sign on the Property and to remove all other signs during the
59 term of this Contract.
60 (c) Allow BROKER to enter the Property at reasonable times for the purpose of inspection, preview, or
61 to show the Property to prospective purchasers or other brokers.
62 (d) Furnish BROKER with a key to the Property, authorize the use of a "Lock Box" during the term of
63 this Contract and to hold BROKER, his agents, employees, cooperating brokers, their agents and
64 employees, the Heartland Multiple Listing Service, the Kansas City Regional Association of Realtors®
65 free and harmless from any loss or damage that might result from the use of such.
66 (e) Allow BROKER to accept a deposit to be applied against the Purchase Price and to place that
67 deposit into the escrow account maintained by BROKER or other escrow agent until the Closing of the
68 sale of the Property. If the deposit is forfeited by the Buyer, _____% of the deposit shall be retained by
69 BROKER, provided, however, that the amount retained shall not exceed the amount to which BROKER
70 would be entitled as a commission if the transaction had been consummated, and the balance of the
71 deposit shall be paid to SELLER.
72 (f) Leave all utilities on at the Property during the term of this Contract or until Possession, whichever is
73 later, unless provided for otherwise in the Contract.
74

75 **3. BROKER AGREES TO:**

- 76 (a) Market the Property at BROKER'S cost and expense unless otherwise specifically agreed upon
77 elsewhere in this contract.
78 (b) Perform the terms of this Contract, exercise reasonable skill and care for SELLER, and promote the
79 interests of SELLER with the utmost good faith, loyalty and fidelity **unless** acting as a transaction
80 broker, or as a disclosed dual agent (**Missouri only**).
81 (c) Seek a price and terms acceptable to SELLER.
82 (d) Provide, at a minimum, the following services:
83 (1) Accept delivery of and present to SELLER all offers and counteroffers to sell Property;
84 (2) Assist SELLER in developing, communicating, negotiating, and presenting offers,
85 counteroffers, and notices that relate to the offers and the counteroffers until a purchase
86 agreement is signed and all contingencies are satisfied or waived; and
87 (3) Answer SELLER'S questions relating to the offers, counteroffers, notices, and contingencies.
88 (e) Disclose to SELLER all adverse material facts actually known (or should have known, in Missouri)
89 by Broker about Buyer.
90 (f) Disclose to SELLER any facts known by BROKER which are omitted from or contradict any
91 information included in a written report prepared by a qualified third party.
92 (g) Comply with all applicable federal, state, and local laws, rules and regulations, and ordinances,
93 including fair housing and civil rights statutes and rules and regulations.
94 (h) Keep all information about SELLER confidential unless: disclosure is authorized under this Contract;
95 disclosure is required by statute, rule or regulation; failure to disclose would constitute a fraudulent
96 misrepresentation; or disclosure is necessary under applicable law to defend the affiliated licensee
97 against an action of wrongful conduct in an administrative or judicial proceeding or before a professional
98 committee.

		Initials
SELLER	SELLER	

- 99 (i) Disclose to all prospective Buyers all adverse material facts actually known by the Transaction
100 Broker, including but not limited to:
101 (1) any environmental hazards affecting the Property which are required by law to be disclosed;
102 (2) the physical condition of the Property;
103 (3) any material defects in the Property;
104 (4) any material defects in the title to the Property;
105 (5) any material limitation on SELLER'S ability to perform under the terms of the contract.
106 (j) Assist with the Closing of the sale of the Property.
107 (k) Account in a timely manner for all money and property received.
108

109 BROKER shall not be obligated to continue to market the Property or present subsequent offers after an
110 offer has been accepted by SELLER unless the sales Contract permits SELLER to continue to market the
111 Property and consider other offers until Closing. **Notwithstanding the above, if the Property is in**
112 **Missouri, all written offers MUST be presented regardless of whether the Property is subject to a**
113 **sales contract.**
114

115 **4. SELLER'S DISCLOSURE AND CONDITION OF PROPERTY ADDENDUM ("Seller's Disclosure"):**
116 SELLER understands that the law requires disclosure of any material defects in the Property to prospective
117 Buyers and that failure to do so may result in civil liability for damages. SELLER agrees to complete the
118 Seller's Disclosure Statement to be provided to prospective Buyers and to update the disclosure statement
119 at the request of BROKER, **or in the event of a material change in the condition of the Property.**
120 **SELLER will provide all inspection reports, if any, and authorizes Licensee to disclose such reports**
121 and warrants that there are no known defects in the Property except as will be indicated on the Seller's
122 Disclosure Statement. SELLER agrees to hold BROKER, its affiliated licensees and employees, and all
123 cooperating Brokers and their agents and employees harmless for any damages or civil or criminal actions,
124 and all claims, demands, suits, losses or expenses (including reasonable attorney's fees) arising out of any
125 misrepresentation, nondisclosure, or concealment by SELLER in connection with the sale of the Property
126 including, without limitation, the inaccuracy of information provided by SELLER for the preparation of the
127 listing data, contained in the Seller's Disclosure Statement, or otherwise provided or omitted in connection
128 with the sale of the Property. SELLER agrees to thoroughly review the listing information prepared by
129 BROKER and advise BROKER immediately of any errors or omissions, including but not limited to the age
130 of the Property and size of the lot. SELLER agrees that SELLER will personally assume all responsibility
131 for any claims made by a Buyer before or after possession with respect to any errors or omissions
132 contained in the information provided to BROKER and the Buyer, and that BROKER shall not be
133 responsible in any manner for any errors or omissions.
134

135 **5. LEGAL AND PROFESSIONAL ADVICE:** BROKER suggests SELLER seek legal, tax, and other
136 professional advice relative to any real estate transaction. BROKER makes no representation or warranty
137 respecting the advisability of any transaction. BROKER is not an expert in matters relating to law, tax,
138 financing, surveying, structural or mechanical condition, hazardous material, engineering, or other
139 specialized topics. SELLER is encouraged to seek expert help in such areas. BROKER will cooperate
140 with experts engaged by SELLER, but BROKER shall have no liability to SELLER pertaining to such
141 matters.
142

143 **6. LIABILITIES:** SELLER agrees to indemnify BROKER against and hold BROKER harmless from any
144 liability for vandalism, theft or damage of any nature whatsoever to the Property, or for personal injury to
145 persons on the Property. In consideration of BROKER'S arranging for any inspections at SELLER'S
146 request, SELLER hereby agrees to indemnify and hold harmless BROKER, and BROKER'S affiliated
147 licensees, agents and employees from any liability, costs, expenses resulting from or in connection with
148 those inspections.

		Initials
SELLER	SELLER	

149 **7. BROKERAGE RELATIONSHIP DISCLOSURE: SELLER acknowledges receiving (a) the Broker**
150 **Disclosure Form (in Missouri) on or before the signing of the Seller's Agency Agreement, or upon**
151 **the licensee obtaining any personal or financial information, whichever occurs first; OR, (b) the**
152 **Real Estate Brokerage Relationships Brochure (in Kansas) at the first practical opportunity. The**
153 **Missouri "Form", or Kansas "Brochure" needs to be read by all consumers.** SELLER understands
154 and agrees that BROKER can show the Property and obtain offers from all prospective Buyers, including
155 Buyers with whom BROKER has a brokerage relationship. BROKER shall notify SELLER and Buyer of
156 BROKER'S intention to represent both of them (**Disclosed Dual Agency is available only in Missouri**),
157 to represent neither but to assist both the Buyer and SELLER (**Transaction Brokerage is available in**
158 **both Kansas and Missouri**), or designate an agent for the Buyer and another to represent SELLER
159 (**Designated Agency is available in both Kansas and Missouri**). SELLER also understands and agrees
160 that as part of the marketing of the Property, BROKER will be showing Buyers properties other than the
161 Property and providing Buyers with information on selling prices in the area. SELLER understands that
162 BROKER may show alternative properties not owned by SELLER to prospects and may list competing
163 properties for sale without breaching any duty or obligation to SELLER.

- 164 • **Seller Agency.** A SELLER'S agent represents SELLER only, so the Buyer may be either
165 unrepresented or represented by another agent. The SELLER'S agent is responsible for performing the
166 following duties: promoting the interests of SELLER with the utmost good faith, loyalty, and fidelity;
167 protecting SELLER'S confidences, unless disclosure is required; presenting all offers in a timely
168 manner; advising SELLER to obtain expert advice; accounting for all money and property received;
169 disclosing to SELLER all adverse material facts about the Buyer that the agent knows; environmental
170 hazards affecting the property that are required to be disclosed; the physical condition of the property;
171 any material defects in the property or in the title to the property; any material limitation on SELLER'S
172 ability to complete the contract. The SELLER'S agent has no duty to: conduct an independent
173 inspection of the property for the benefit of the Buyer; independently verify the accuracy or
174 completeness of any statement by SELLER or any qualified third party.
- 175 • **Transaction Broker. (Kansas and Missouri).** SELLER acknowledges that BROKER may have
176 Buyer clients who have retained BROKER to represent them in the acquisition of property. If one of
177 these clients becomes interested in making an offer on the Property, BROKER would be in the position
178 of representing the Buyer and SELLER in the same transaction. Unless designated agents have been
179 appointed as provided below, this representation would constitute a dual agency (**Missouri only**). With
180 the informed consent of both SELLER and the Buyer, BROKER may act as a Transaction Broker. As a
181 Transaction Broker, BROKER would assist the parties with the real estate transaction without being an
182 agent or advocate for the interests of either party. A Transaction Broker has the duty to perform the
183 terms of any written or oral agreement made with any party to the transaction; to exercise reasonable
184 skill, care and diligence as a Transaction Broker, including but not limited to: presenting all offers and
185 counteroffers in a timely manner regardless of whether the Property is subject to a Contract for sale or
186 lease or a letter of intent; keeping the parties fully informed regarding the transaction and suggesting
187 that such parties obtain expert advice as to material matters about which the Transaction Broker knows
188 but the specifics of which are beyond the expertise of such broker; accounting in a timely manner for all
189 money and property received; disclosing to each party to the transaction any adverse material facts of
190 which the Transaction Broker has actual notice or knowledge; and assisting the parties in complying
191 with the terms and conditions of any Contract. The parties to a transaction brokerage transaction shall
192 not be liable for any acts of the Transaction Broker. The following information shall not be disclosed by
193 a Transaction Broker without the informed consent of the party or parties disclosing such information to
194 the BROKER: that a Buyer is willing to pay more than the Purchase Price offered for the Property; that
195 SELLER is willing to accept less than the asking price for the Property; what the motivating factors are
196 for any party buying, selling or leasing the property; that SELLER or a Buyer will agree to financing
197 terms other than those offered; any confidential information about the other party, unless disclosure of
198 such information is required by law, statute, rules or regulations or failure to disclose such information
199 would constitute fraud or dishonest dealing. (**A separate Transaction Broker Amendment must be**
200 **signed by all parties when this arrangement is used.**)
- 201 • **Subagency.** A subagent is the agent of an agent. A subagent owes the same obligations and
202 responsibilities as the agent.

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- 203 • **Disclosed Dual Agency. (Missouri only).** BROKER may have Buyer clients who have retained
204 BROKER to represent them in connection with the acquisition of property. If a Buyer represented by
205 BROKER becomes interested in making an offer on the Property, BROKER is in the position of
206 representing both SELLER and the Buyer in that transaction. This representation, known as dual
207 agency, can create inherent conflicts of interest. The same is true if the listing agent is also the selling
208 agent. A Dual Agent shall be a limited agent for both SELLER and a Buyer and shall have the duties of
209 SELLER'S or a Buyer's agent except that a Dual Agent may disclose any information to one client that
210 the licensee gains from the other client if the information: (1) is material to the transaction unless it is
211 confidential information that has not been made public or, (2) becomes public by the words or conduct
212 of the client to whom the information pertains or; (3) is obtained from a source other than the licensee.
213 A Dual Agent may not disclose, without the consent of the client to whom the information pertains: that
214 a Buyer is willing to pay more than the Purchase Price offered for the property; that SELLER is willing
215 to accept less than the asking price for the Property; what the motivating factors are for any client,
216 buying or selling the Property; that a client will agree to financing terms other than those offered and/or
217 the terms of any prior offers or counteroffers made by any party. A Dual Agent shall not disclose to one
218 client any confidential information about the other client unless the disclosure is required by statute, rule
219 or regulation or failure to disclose the information would constitute a misrepresentation or unless
220 disclosure is necessary to defend the affiliate licensee against an action of wrongful conduct in any
221 administrative or judicial proceeding or before a professional committee. A separate Disclosed Dual
222 Agency Amendment must be signed by SELLER and the Buyer when this form of agency is used.
- 223 • **Designated Agency.** A Designated Agent is a licensee affiliated with BROKER who has been
224 designated by BROKER, or BROKER'S authorized representative, to act as the agent of a Buyer
225 represented by BROKER or a SELLER represented by BROKER to the exclusion of all other affiliated
226 licensees of BROKER. The use of a Designated Agent is an alternative to a Disclosed Dual Agency in
227 Missouri or a Transaction Broker in Kansas or Missouri. A Designated Seller's Agent will perform all of
228 the duties of a Seller's Agent.
- 229 **If a Designated Agent is appointed to represent SELLER, SELLER understands and agrees**
230 **that:**
- 231 (1) The Designated Agent will perform all of the duties of a Seller's Agent and will be
232 SELLER'S legal agent to the exclusion of all other licensees affiliated with BROKER.
- 233 (2) Another licensee with the BROKER may act as a Designated Agent for a Buyer in the sale
234 of the Property.
- 235 (3) The supervising broker (or branch broker, if applicable) will act as a Transaction Broker and
236 will not advocate for the interests of either party and will not, without prior consent of both
237 parties, disclose any information or personal confidences about a party which might place the
238 other party at an advantage. The supervising broker (or branch broker, if applicable) may
239 appoint an affiliated licensee to act in the transaction as a Transaction Broker.
- 240 (4) If the Designated Agent for SELLER is also the Designated Agent of a Buyer who is
241 interested in purchasing the Property, the Designated Agent cannot represent both SELLER
242 and Buyer. With the informed consent of both SELLER and Buyer, the Designated Agent may
243 act as a Transaction Broker and assist the parties with the real estate transaction without being
244 an agent or advocate for the interests of either party.
- 245 (5) If a Buyer who is represented by a Designated Agent of BROKER wants to see a property
246 which was personally listed by the supervising broker, the supervising broker, with the written
247 consent of SELLER, may specifically designate an affiliated licensee who will act as the
248 Designated Agent for SELLER.

		Initials
SELLER	SELLER	

249 **8. BROKERAGE RELATIONSHIPS CONFIRMATION:** Unless otherwise provided herein, the
250 SELLER authorizes the designated broker to cooperate with and compensate other designated brokers.
251

252 SELLER consents to the following (by checking applicable boxes):

- 253 Yes No SELLER consents to Seller Agency.
254 Yes No SELLER consents to a Transaction Broker and agrees, if applicable, to sign a
255 Transaction Broker Addendum.
256 Yes No SELLER consents to Subagency agency.
257 Yes No SELLER consents to Dual Agency and agrees, if applicable, to sign a Disclosed Dual
258 Agency Amendment. (Missouri Only)
259 Yes No SELLER consents to the appointment of a Designated Agent for Seller. (In Kansas,
260 Supervising Broker acts as a Transaction Broker)
261 Yes No SELLER consents to the appointment of a Designated Agent for a Buyer in sale of the
262 SELLER'S Property. (In Kansas, Supervising Broker acts as a Transaction Broker).
263

264 **9. TITLE INSURANCE:** SELLER has been informed of SELLER'S responsibility to provide the Buyers of
265 the Property with evidence of clear title as required by the sales Contract. SELLER authorizes BROKER to
266 order title evidence through _____. Title to the Property is vested in the
267 name(s) of: _____
268 _____
269

270 **10. COMPENSATION:**

271 (a) SELLER agrees to pay BROKER a commission which shall be: _____.
272 The Commission is due and payable if BROKER or any cooperating broker produces or finds a
273 purchaser ready, willing, and able to purchase the Property at the price and terms offered now or at the
274 price and terms acceptable to SELLER at a later date. The Commission shall be split _____% listing
275 side and _____% selling side.

276 Other Compensation: _____.
277 If SELLER, with no assistance or efforts from BROKER or a cooperating broker, procures a buyer for
278 the property, no compensation will be due to BROKER. SELLER will notify BROKER in writing within 72
279 hours of acceptance of a bona fide offer to purchase Property from such a buyer upon such notification,
280 BROKER will cancel this Agency Contract and is thereby released from further obligation with respect to
281 this contract.

282 **SELLER authorizes the party handling the Closing to pay Commission to BROKER from**
283 **SELLER'S proceeds at the Closing. SELLER understands and agrees that BROKER may be**
284 **compensated by more than one party in the transaction.**

285 (b) If compensation to selling BROKER differs from what is stated in this Contract for any reason, such
286 must be disclosed in writing to SELLER by BROKER. BROKER'S offer of compensation is only
287 applicable to brokers who are participants in Heartland Multiple Listing System, unless otherwise agreed
288 upon in writing.

289 (c) If the Property is not sold during the term of this Contract but a sale is made directly or indirectly
290 within _____ calendar days after this Contract terminates to anyone whose name BROKER has
291 submitted to SELLER in writing prior to the expiration of this Contract, the Commission and Other
292 Compensation is due and payable to BROKER. However, SELLER shall not be obligated to pay the
293 Commission and Other Compensation if a valid Agency Contract is entered into during such period with
294 another licensed real estate broker and the sale of the Property is made during such period, **unless**
295 **said exclusions have been added to a subsequent Agency Contract.** The terms "purchase" and
296 "sale" as used herein shall include any agreement to transfer all or a substantial part of SELLER'S
297 interest in the Property, including a Contract for deed, a Contract for sale, a lease, a lease/option
298 Contract, and a shared equity Contract.

		Initials
SELLER	SELLER	

299 **11. LIMITED HOME WARRANTY (RESALE ONLY):** It is suggested that SELLER consider the purchase
300 of a home protection plan for the Property which may increase the Property's marketability and reduce
301 SELLER'S risk. The program was explained to SELLER and SELLER (**Check one**) agrees does not
302 agree to participate in the program. If SELLER agrees to participate in this program, a separate application
303 defining the coverage of the program will be signed at the time this listing is executed and Licensee may
304 receive a fee from the warranty company to cover processing and administration of the plan.
305

306 **12. NOTICE TO SELLERS WHO ARE FOREIGN PERSONS:** A SELLER who is a foreign person should
307 consult an attorney or accountant familiar with the Foreign Investment in Real Property Tax Act (FIRPTA)
308 before entering into negotiations or contracts for the sale of property.
309

310 **13. ADDITIONAL TERMS AND CONDITIONS:** _____
311 _____
312 _____
313 _____
314 _____

315
316 **CAREFULLY READ THE TERMS HEREOF BEFORE SIGNING. WHEN SIGNED BY ALL PARTIES,**
317 **THIS DOCUMENT BECOMES PART OF A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD,**
318 **CONSULT AN ATTORNEY BEFORE SIGNING.**
319

320 **All parties agree that this transaction can be conducted by electronic means, including email,**
321 **according to the Uniform Electronic Transaction Act as adopted in Kansas and Missouri.**
322

323
324 _____
BROKERAGE **SELLER** **DATE**

325
326 _____
LISTING AGENT **DATE** **SELLER** **DATE**

327
328 _____
329 SELLER ADDRESS

330
331 _____
332 SELLER CITY, STATE, ZIP

333
334 _____
335 SELLER PHONE SELLER FAX

336
337 _____
338 SELLER EMAIL

Appointment of Designated Agent(s): BROKER or BROKER'S authorized representative hereby designates:
_____ to act as a **Designated Agent(s)** on
SELLER'S behalf. SELLER consents to the above named **Designated Agent(s)** acting as SELLER'S Designated
Agent (or as a Transaction Broker, or Disclosed Dual Agent in Missouri if such Designated Agent is also the
Designated Agent for the buyer), subject to both SELLER and Buyer signing a Transaction Broker Addendum or
Disclosed Dual Agency Addendum (**Missouri Only**) with BROKER, which shall be signed by the Buyer prior to
writing the offer and by SELLER prior to signing the Contract.

BROKER'S Signature (required in Missouri)

Approved by Legal Counsel of the Kansas City Regional Association of REALTORS® for exclusive use by its REALTOR® members. No warranty is made or implied as to the legal validity or adequacy of this Contract, or that it complies in every respect with the law or that its use is appropriate for all situations. Local law, customs and practices, and differing circumstances in each transaction may dictate that amendments to this Contract be made. Last revised 09/12. All previous versions of this document may no longer be valid. Copyright January 2015.