EXCLUSIVE AGENCY LISTING CONTRACT
(Seller Permitted to Sell Directly)

THIS CONTRACT is made between ________________________________________________________ ("SELLER") and ________________________________________________________ ("BROKER") for the Property known as: ______________________________________________________ and legally described as below, or as described in the attached Legal Description Addendum:

("Property") is EXCLUSIVE for a period beginning _____________________ (or date of last signature, whichever is later) and ending at 11:59 p.m. on __________________ inclusive unless terminated sooner by BROKER. The Property is offered for sale for the Purchase Price of $ __________________ on terms agreeable to SELLER. SELLER hereby warrants to BROKER that this is the one and only AGENCY in effect regarding the Property and SELLER has the capacity to convey title to the Property. BROKER and licensee(s) are licensed under the laws of the state in which the Property is located.

☐ This Contract pertains to Residential Resale Property. SELLER agrees to complete the Seller's Disclosure and Condition of Property Addendum (Residential) to be provided to prospective Buyers and to update the disclosure statement at the request of BROKER. If the Property has acreage, the Seller’s Disclosure and Condition of Property Addendum (Land) should be used in conjunction with the Seller’s Disclosure and Condition of Property Addendum (Residential).

☐ This Contract pertains to New Home Construction.

☐ This Contract pertains to Land. SELLER agrees to complete the Seller's Disclosure and Condition of Property Addendum (Land) to be provided to prospective Buyers and to update the disclosure statement at the request of BROKER.

1. LISTING SERVICES. SELLER authorizes BROKER to:
   a. Cooperate and share the commission payable under this Contract with other brokers including brokers who have been employed as Buyer agents, subagents, disclosed dual agents (Missouri only), transaction brokers, or designated agents, subject, where applicable, to authorization as otherwise provided in this Contract.
   b. Submit pertinent information, including virtual tours and images when applicable, concerning the Property to any listing service to which BROKER subscribes and to abide by the rules of the listing service.
   c. Provide to listing services for dissemination to others, including the county appraiser if required by law, timely notice of status changes affecting the Property, sales information, including price, and other information concerning the Property for use of the members of such services, to compile reliable statistics, and to establish market value for other properties. Report sales information about the property, including the price at which the property sold, to the MLS for dissemination to MLS Participants, Subscribers, and other licensees or users of the MLS database compilation.
   d. Obtain information on SELLER'S mortgage(s) and/or home equity loan(s):
      Loan #1 ____________________ held by ____________________________,
      Phone no: ______________
      Loan #2 ____________________ held by ____________________________,
      Phone no: ______________
      Loan #3 ____________________ held by ____________________________,
      Phone no: ______________
e. Disseminate data about the Property and other information relating to the Property supplied by, or on behalf of SELLER, including creative works depicting the Property, such as virtual tours, images, and any textual descriptions of the Property (collectively referred to as “Content”), to MLS participants, Subscribers and other licensees or users of the MLS database compilation, or any other MLS in which BROKER participates, and to further disseminate, or permit MLS or other MLS participants to disseminate such Content to potential purchasers through websites on the Internet that are owned, operated or controlled by the MLS, KCRAR, other MLS participants, or such other entities with whom MLS may enter into license agreements authorizing the dissemination or use of such Content.

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

g. This non-exclusive license shall survive the termination of this Agreement for any reason whatsoever.

SELLER represents and warrants to BROKER that the license granted to BROKER for this listing Content does not violate or infringe upon the rights, including any copyright rights, or any person or entity. SELLER acknowledges and agrees that all listing content is owned exclusively by BROKER, and SELLER has no right, title or interest in Content.

2. SELLER AGREES TO:

a. Refer any offer or inquiry regarding the Property that is received by SELLER from any cooperating broker or as a result of BROKER marketing effort during the term of this Contract to BROKER.

b. Permit BROKER to place a “For Sale”, “Sold”, “Under Contract” or similar signage on the Property after a Contract has been accepted by SELLER and to remove all other signs during the term of this Contract.

c. Allow BROKER to enter the Property at reasonable times for the purpose of inspection, preview, or to show the Property to prospective purchasers or other brokers.

d. Furnish BROKER with a key to the Property, authorize the use of a “Lock Box” during the term of this Contract and to hold BROKER, his agents, employees, cooperating brokers, their agents and employees, the Heartland Multiple Listing Service, the Kansas City Regional Association of Realtors® free and harmless from any loss or damage that might result from the use of such.

e. Allow BROKER to accept a deposit to be applied against the Purchase Price and to place that deposit into the escrow account maintained by BROKER or other escrow agent until the Closing of the sale of the Property. If the deposit is forfeited by the Buyer, ______% of the deposit shall be retained by BROKER, provided, however, that the amount retained shall not exceed the amount to which BROKER would be entitled as a commission if the transaction had been consummated, and the balance of the deposit shall be paid to SELLER.

f. Leave all utilities on at the Property during the term of this Contract or until Possession, whichever is later, unless provided for otherwise in the Contract.

3. BROKER AGREES TO:

a. Market the Property at BROKER’S cost and expense unless otherwise specifically agreed upon elsewhere in this contract.

b. Perform the terms of this Contract, exercise reasonable skill and care for SELLER, and promote the interests of SELLER with the utmost good faith, loyalty and fidelity unless acting as a transaction broker, or as a disclosed dual agent (Missouri only).

c. Seek a price and terms acceptable to SELLER.

d. Provide, at a minimum, the following services:
1. Accept delivery of and present to SELLER all offers and counteroffers to sell Property;
2. Assist SELLER in developing, communicating, negotiating, and presenting offers, counteroffers, and notices that relate to the offers and the counteroffers until a purchase agreement is signed and all contingencies are satisfied or waived; and
3. Answer SELLER’S questions relating to the offers, counteroffers, notices, and contingencies.

e. Disclose to SELLER all adverse material facts actually known (or should have known, in Missouri) by BROKER about Buyer.

f. Disclose to SELLER any facts known by BROKER which are omitted from or contradict any information included in a written report prepared by a qualified third party.
g. Comply with all applicable federal, state, and local laws, rules and regulations, and ordinances, including fair housing and civil rights statutes and rules and regulations.

h. Keep all information about SELLER confidential unless: disclosure is authorized under this Contract; disclosure is required by statute, rule or regulation; failure to disclose would constitute a fraudulent misrepresentation; or disclosure is necessary under applicable law to defend the affiliated licensee against an action of wrongful conduct in an administrative or judicial proceeding or before a professional committee.

i. Disclose to all prospective Buyers all adverse material facts actually known by the Transaction Broker, including but not limited to:
   1. any environmental hazards affecting the Property which are required by law to be disclosed;
   2. the physical condition of the Property;
   3. any material defects in the Property;
   4. any material defects in the title to the Property;
   5. any material limitation on SELLER'S ability to perform under the terms of the contract.

j. Assist with the Closing of the sale of the Property.

k. Account in a timely manner for all money and property received.

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

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

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

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

**Initials**

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

- **Seller Agency.** A SELLER’S agent represents SELLER only, so the Buyer may be either unrepresented or represented by another agent. The SELLER’S agent is responsible for performing the following duties: promoting the interests of SELLER with the utmost good faith, loyalty, and fidelity; protecting SELLER’S confidences, unless disclosure is required; presenting all offers in a timely manner; advising SELLER to obtain expert advice; accounting for all money and property received; disclosing to SELLER all adverse material facts about the Buyer that the agent knows; environmental hazards affecting the property that are required to be disclosed; the physical condition of the property; any material defects in the property or in the title to the property; any material limitation on SELLER’S ability to complete the contract. The SELLER’S agent has no duty to: conduct an independent inspection of the property for the benefit of the Buyer; independently verify the accuracy or completeness of any statement by SELLER or any qualified third party.

- **Transaction Broker. (Kansas and Missouri).** SELLER acknowledges that BROKER may have Buyer clients who have retained BROKER to represent them in the acquisition of property. If one of these clients becomes interested in making an offer on the Property, BROKER would be in the position of representing the Buyer and SELLER in the same transaction. Unless designated agents have been appointed as provided below, this representation would constitute a dual agency (Missouri only). With the informed consent of both SELLER and the Buyer, BROKER may act as a Transaction Broker. As a Transaction Broker, BROKER would assist the parties with the real estate transaction without being an agent or advocate for the interests of either party. A Transaction Broker has the duty to perform the terms of any written or oral agreement made with any party to the transaction; to exercise reasonable skill, care and diligence as a Transaction Broker, including but not limited to: presenting all offers and counteroffers in a timely manner regardless of whether the Property is subject to a Contract for sale or lease or a letter of intent; keeping the parties fully informed regarding the transaction and suggesting that such parties obtain expert advice as to material matters about which the Transaction Broker knows but the specifics of which are beyond the expertise of such broker; accounting in a timely manner for all money and property received; disclosing to each party to the transaction any adverse material facts of which the Transaction Broker has actual notice or knowledge; and assisting the parties in complying with the terms and conditions of any Contract. The parties to a transaction brokerage transaction shall not be liable for any acts of the Transaction Broker. The following information shall not be disclosed by a Transaction Broker without the informed consent of the party or parties disclosing such information to the BROKER: that a Buyer is willing to pay more than the Purchase Price offered for the Property; that SELLER is willing to accept less than the asking price for the Property; what the motivating factors are for any party buying, selling or leasing the property; that SELLER or a Buyer will agree to financing terms other than those offered; any confidential information about the other party, unless disclosure of such information is required by law, statute, rules or regulations or failure to disclose such information would constitute fraud or dishonest dealing. (A separate Transaction Broker Amendment must be signed by all parties when this arrangement is used.)

- **Subagency.** A Subagent is the agent of an agent. A Subagent owes the same obligations and responsibilities as the agent.
• **Disclosed Dual Agency. (Missouri only)** BROKER may have Buyer clients who have retained BROKER to represent them in connection with the acquisition of property. If a Buyer represented by BROKER becomes interested in making an offer on the Property, BROKER is in the position of representing both SELLER and the Buyer in that transaction. This representation, known as dual agency, can create inherent conflicts of interest. The same is true if the listing agent is also the selling agent. A Dual Agent shall be a limited agent for both SELLER and a Buyer and shall have the duties of SELLER’s or a Buyer’s agent except that a Dual Agent may disclose any information to one client that the licensee gains from the other client if the information: (1) is material to the transaction unless it is confidential information that has not been made public or, (2) becomes public by the words or conduct of the client to whom the information pertains or; (3) is obtained from a source other than the licensee. A Dual Agent may not disclose, without the consent of the client to whom the information pertains: that a Buyer is willing to pay more than the Purchase Price offered for the property; that SELLER is willing to accept less than the asking price for the Property; that a client will agree to financing terms other than those offered and/or the terms of any prior offers or counteroffers made by any party. A Dual Agent shall not disclose to one client any confidential information about the other client unless the disclosure is required by statute, rule or regulation or failure to disclose the information would constitute a misrepresentation or unless disclosure is necessary to defend the affiliate licensee against an action of wrongful conduct in any administrative or judicial proceeding or before a professional committee. A separate Disclosed Dual Agency Amendment must be signed by SELLER and the Buyer when this form of agency is used.

• **Designated Agency.** A Designated Agent is a licensee affiliated with BROKER who has been designated by BROKER, or BROKER’S authorized representative, to act as the agent of a Buyer represented by BROKER or a SELLER represented by BROKER to the exclusion of all other affiliated licensees of BROKER. The use of a Designated Agent is an alternative to a Disclosed Dual Agency in Missouri or a Transaction Broker in Kansas or Missouri. A Designated Seller’s Agent will perform all of the duties of a Seller’s Agent. 

If a Designated Agent is appointed to represent SELLER, SELLER understands and agrees that:

1. The Designated Agent will perform all of the duties of a Seller’s Agent and will be SELLER’S legal agent to the exclusion of all other licensees affiliated with BROKER.
2. Another licensee with the BROKER may act as a Designated Agent for a Buyer in the sale of the Property.
3. The supervising broker (or branch broker, if applicable) will act as a Transaction Broker and will not advocate for the interests of either party and will not, without prior consent of both parties, disclose any information or personal confidences about a party which might place the other party at an advantage. The supervising broker (or branch broker, if applicable) may appoint an affiliated licensee to act in the transaction as a Transaction Broker.
4. If the Designated Agent for SELLER is also the Designated Agent of a Buyer who is interested in purchasing the Property, the Designated Agent cannot represent both SELLER and Buyer. With the informed consent of both SELLER and Buyer, the Designated Agent may act as a Transaction Broker and assist the parties with the real estate transaction without being an agent or advocate for the interests of either party.
5. If a Buyer who is represented by a Designated Agent of BROKER wants to see a property which was personally listed by the supervising broker, the supervising broker, with the written consent of SELLER, may specifically designate an affiliated licensee who will act as the Designated Agent for SELLER.

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

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

☐ Yes ☐ No SELLER consents to Seller Agency.

☐ Yes ☐ No SELLER consents to a Transaction Broker and agrees, if applicable, to sign a Transaction Broker Addendum.

☐ Yes ☐ No SELLER consents to Subagency agency.

☐ Yes ☐ No SELLER consents to Dual Agency and agrees, if applicable, to sign a Disclosed Dual Agency Amendment. (Missouri Only)

☐ Yes ☐ No SELLER consents to the appointment of a Designated Agent for Seller. (In Kansas, Supervising Broker acts as a Transaction Broker)

☐ Yes ☐ No SELLER consents to the appointment of a Designated Agent for a Buyer in sale of the SELLER’S Property. (In Kansas, Supervising Broker acts as a Transaction Broker).

9. TITLE INSURANCE. SELLER has been informed of SELLER’S responsibility to provide the Buyers of the Property with evidence of clear title as required by the sales Contract. SELLER authorizes BROKER to order title evidence through ________________________________. Title to the Property is vested in the name(s) of: _____________________________________________

10. COMPENSATION.

a. SELLER agrees to pay BROKER a commission which shall be: ________________________________.

   The Commission is due and payable if BROKER or any cooperating broker produces or finds a purchaser ready, willing, and able to purchase the Property at the price and terms offered now or at the price and terms acceptable to SELLER at a later date. The Commission shall be split ___% listing side and ___% selling side.

   Other Compensation: ____________________________________________________________.

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

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

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

c. If the Property is not sold during the term of this Contract but a sale is made directly or indirectly within _______ calendar days after this Contract terminates to anyone whose name BROKER has submitted to SELLER in writing prior to the expiration of this Contract, the Commission and Other Compensation is due and payable to BROKER. However, SELLER shall not be obligated to pay the Commission and Other Compensation if a valid Agency Contract is entered into during such period with another licensed real estate broker and the sale of the Property is made during such period, unless said exclusions have been added to a subsequent Agency Contract. The terms “purchase” and “sale” as used herein shall include any agreement to transfer all or a substantial part of SELLER’S interest in the Property, including a Contract for deed, a Contract for sale, a lease, a lease/option Contract, and a shared equity Contract.
11. LIMITED HOME WARRANTY (RESALE ONLY). It is suggested that SELLER consider the purchase of a home protection plan for the Property which may increase the Property’s marketability and reduce SELLER’S risk. The program was explained to SELLER and SELLER (Check one) ☐ agrees ☐ does not agree to participate in the program. If SELLER agrees to participate in this program, a separate application defining the coverage of the program will be signed at the time this listing is executed and Licensee may receive a fee from the warranty company to cover processing and administration of the plan.

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

13. ADDITIONAL TERMS AND CONDITIONS.

... Carefully read the terms her eof before signing. When signed by all parties, this document becomes part of a legally binding contract. If not understood, consult an attorney before signing.

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

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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)