



COMMERCIAL EXCLUSIVE RIGHT TO REPRESENT BUYER/TENANT AGREEMENT

DATE of this Contract: _____, 20__

1. **THIS CONTRACT** is made between _____, described throughout this Contract as the "BUYER/TENANT" and _____, described hereafter as the "BROKER". By this contract the BUYER/TENANT retains and appoints the BROKER as BUYER'S/TENANT'S Exclusive Agent to assist BUYER/TENANT in the procurement of property and to negotiate terms and conditions acceptable to the BUYER/TENANT for the procurement of certain property as generally described in this Contract. This Contract shall begin _____, 20__ and shall continue until midnight _____, 20__ unless sooner terminated by written notice given by one party to the other. In the event of such termination, the compensation due to BROKER shall be subject to the provisions of Paragraph 3 of this Contract.

2. **GENERAL DESCRIPTION OF PROPERTY SOUGHT:** BUYER/TENANT desires to purchase/lease real property, which may include certain items of personal property described as follows:
Type: Residential Income Vacant Land Commercial

GENERAL LOCATION _____

APPROXIMATE PRICE RANGE: \$ _____ TO \$ _____

PREFERRED TERMS: _____

3. **COMPENSATION TO BROKER**
a. BUYER/TENANT agrees to pay BROKER compensation in the following manner: For assisting and negotiating in the procurement of property acceptable to BUYER/TENANT, or serving in disclosed dual agency (**Missouri only**) or transaction broker situations) BROKER's fee shall be in the amount shown as the "selling/leasing commission" in a multiple listing service and in all other events the fee shall be _____% of the purchase/lease price. In the event BUYER/TENANT wishes to purchase/lease a property that is not listed in the multiple listing service, the BROKER will seek a written fee agreement of \$ _____ or _____% from the SELLER/LANDLORD. BUYER/TENANT and BROKER agree that BROKER shall first seek payment of the fees from the transaction. If said fee cannot be obtained, BUYER/TENANT agrees to either pay any and all of the balance on the agreed fee at the closing of the transaction, or forego the purchase/lease of said property. BROKER shall provide BUYER/TENANT with a written notice that the compensation is to be paid from the transaction by the BUYER/TENANT. If a selling/leasing incentive is offered by SELLER/LANDLORD, BUYER/TENANT agrees that BROKER may accept same.
b. Although this Contract primarily provides for the BROKER to serve exclusively as BUYER'S/TENANT'S Agent, it may also authorize the BROKER to serve as a disclosed dual agent (**Missouri only**) or transaction broker with regard to property listed for sale/lease by BROKER. Read carefully Brokerage Relationship Disclosure concerning this issue.
c. The BROKER'S fee shall be deemed earned and shall be due and payable in the event the BUYER/TENANT or any person acting for or on BUYER'S/TENANT'S behalf procures any real property of the general nature described herein during the term of this Contract, whether through the services of the BROKER or otherwise.
d. The fee shall also be deemed earned if the BUYER/TENANT or any such person on BUYER'S/TENANT'S behalf procures any real property of the nature described herein within _____ days after termination of this Contract, which property the BROKER, BROKER'S Agent or cooperating brokers presented or submitted to BUYER/TENANT during the term hereof and the description of which BROKER shall have submitted in writing to BUYER/TENANT, either in person or by mail within fourteen (14) days after termination of this Contract.
e. The fee shall also be deemed earned if the property was presented to BUYER/TENANT by someone other than BROKER or was actually seen by the BUYER/TENANT without the services or assistance of any broker, during the term of this Contract and BUYER/TENANT shall have failed to disclose to BROKER the description of such property or to refer the presentation or submission to BROKER.
f. The BUYER/TENANT shall be released and relieved of any obligation to pay the fee described herein, if through no fault on the part of the BUYER/TENANT, the SELLER/LANDLORD fails to close the transaction. This provision shall not, however, relieve the SELLER/LANDLORD of any obligation to pay such fee as may be applicable. If, however, such transaction fails to close because of any fault on the part of BUYERS/TENANT, the BROKER'S fee will not be waived, but will be due and payable by the BUYER/TENANT immediately.
4. **BUYER/TENANT OBLIGATIONS.** BUYER/TENANT agrees to inform all real estate licensees and SELLERS/LANDLORDS BUYER/TENANT comes in contact that BUYER/TENANT is a party to this exclusive contract.

5. BROKER AGREES TO:

- a. Perform the terms of this Contract, exercise reasonable skill and care for BUYER/TENANT, and promote the interests of BUYER/TENANT with the utmost good faith, loyalty and fidelity **unless** acting as a disclosed dual agent (**Missouri only**) or as a transaction broker.
- b. Seek a price and terms acceptable to BUYER/TENANT.
- c. Present all written offers, counteroffers, and back-up offers in a timely manner. BROKER shall not be obligated to continue to seek other properties while the client is a party to a Contract to purchase/lease property; however the BROKER must present all written offers to and from the client regardless of whether the client is a party to purchase/lease or not, unless directed otherwise by the BUYER/TENANT in writing.
- d. Disclose to BUYER/TENANT all adverse material facts actually known (or should have known, in Missouri) by Broker about SELLER/LANDLORD.
- e. Disclose to BUYER/TENANT any facts known by BROKER which are omitted from or contradict any information included in a written report prepared by a qualified third party.
- f. Comply with all applicable federal, state, and local laws, rules and regulations, and ordinances..
- g. Keep all information about BUYER/TENANT confidential unless: disclosure is authorized under this Contract; disclosure is required by statute, rule or regulation; or failure to disclose would constitute a material misrepresentation; or disclosure is required by law to defend the affiliated licensee against an action of wrongful conduct in an administrative or judicial proceeding or before a professional committee.
- h. Disclose to any Seller all adverse material facts actually known (or should have known, in Missouri) by BROKER including but not limited to environmental hazards affecting the Property, material defects in the physical condition of the Property or title thereto, and any material limitation on BUYER'S/TENANT ability to perform under the terms of a sales Contract.
- i. Assist with the Closing of the sale of the Property.
- j. Account in a timely manner for all money and property received.

6. ATTORNEY'S FEES. In the event of litigation concerning the rights of BUYER/TENANT or BROKER pursuant to this Contract, the parties agree that the court shall award reasonable attorney's fees and court costs to whichever party shall prevail in such option.

7. LEGAL AND PROFESSIONAL ADVICE. BROKER suggests BUYER/TENANT 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. BUYER/TENANT is encouraged to seek expert help in such areas. BROKER will cooperate with experts engaged by BUYER/TENANT, but BROKER shall have no liability to BUYER pertaining to such matters.

8. BROKERAGE RELATIONSHIP DISCLOSURE. BROKER is duly licensed under the laws of the state(s) of Kansas and/or Missouri as a real estate licensee and agrees to use BROKER'S best efforts as BUYER'S/TENANT'S agent to locate property as described in this Agreement and (except where Disclosed Dual Agency in Missouri or Transaction Brokerage in Kansas or Missouri arises) to negotiate the terms and conditions for the procurement of said property. BUYER/TENANT understands and agrees that BROKER can show any property which is available for sale/lease, including properties which are listed with sellers/landlords with whom BROKER has a brokerage relationship. BROKER shall notify BUYER/TENANT and seller/landlord of BROKER'S intention to represent both of them (**Disclosed Dual Agency is available only in Missouri**), to represent neither but to assist both BUYER/TENANT and seller/landlord (Transaction Broker in both Kansas and Missouri), or designate an agent for the BUYER/TENANT and another to represent seller/landlord (Designated Agency in both Kansas and Missouri). BUYER understands that BROKER may show alternative properties not listed by BROKER to BUYER/TENANT and may show all such properties for sale to other buyers/tenants without breaching any duty or obligation to BUYER.

- **Transaction Broker. (Kansas and Missouri).** BUYER/TENANT acknowledges that BROKER may have clients who have retained BROKER to represent them in the sale/lease of property. If the property owned by one of these clients is one in which BUYER/TENANT becomes interested in making an offer, BROKER would be in the position of representing BUYER/TENANT and the seller/landlord 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 BUYER/TENANT and the seller/landlord, 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 Transaction Broker: that BUYER/TENANT is willing to pay more than the Purchase/Lease Price

offered for the Property; that a seller/landlord 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 a seller or 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 Addendum must be signed by all parties when this arrangement is used.**

- **Sub-Agency:** 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 clients who have retained BROKER to represent them in connection with the sale/lease of property. If a seller/landlord represented by BROKER has property in which BUYER/TENANT becomes interested in making an offer, BROKER is in the position of representing both BUYER/TENANT and seller/landlord in that transaction. This representation, known as dual agency, can create inherent conflicts of interest. A Dual Agent shall be a limited agent for both BUYER/TENANT and seller/landlord and shall have the duties of BUYER'S/TENANT'S or seller's/landlord'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 is material to the transaction unless it is confidential information that has not been made public or becomes public by the words or conduct of the client to whom the information pertains or by a source other than the licensee. A Dual Agent may not disclose, without the consent of the client to whom the information pertains: that BUYER/TENANT is willing to pay more than the Purchase/Lease Price offered for the Property; that a seller/landlord is willing to accept less than the asking price for the Property; what the motivating factors are for any client, buying, leasing or selling the Property; that a client will agree to financing terms other than those offered and/or the terms of any prior offers or counter offers made by any party. A dual Agent shall not disclose to any other 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 procedure or before a professional committee. A separate Disclosed Dual Agency Amendment must be signed by BUYER/TENANT and seller/landlord when this form of agency is used.
- **Designated Agency.** This alternative to Disclosed Dual Agency in Missouri or Transaction Broker in Kansas or Missouri provides that the BROKER may designate two separate sales people, one to represent the BUYER/TENANT and one the SELER/LANDLORD respectively. A designated agent is a real estate licensee affiliated with a BROKER who has been designated by the BROKER, or the BROKER'S duly authorized representative, to act as the agent of the BROKER'S BUYER/TENANT or seller/landlord client to the exclusion of all other affiliated licensees. A Designated BUYER'S/TENANT'S agent will perform all of the duties of a BUYER'S/TENANT'S agent.

If a Designated Agent is appointed to represent BUYER/TENANT, BUYER/TENANT understands:

- (1) The Designated Agent will perform all of the duties of a BUYER'S/TENANT'S Agent and will be BUYER'S/TENANT'S legal agent to the exclusion of all other licensees in the firm.
- (2) Another licensee with the brokerage firm may act as a designated agent for the seller/landlord in the BUYER/TENANT'S purchase/lease of SELLER'S/LANDLORD'S 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 the 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 BUYER/TENANT is also the Designated Agent of a seller/landlord in whose property BUYER/TENANT is interested, the Designated Agent cannot represent both BUYER/TENANT and seller/landlord. With the informed consent of both BUYER/TENANT and seller/landlord, 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/TENANT client of a Designated Agent wants to see a property which was personally listed by the supervising broker, the supervising broker, with the written consent of seller/landlord, may specifically designate an affiliated licensee who will act as Designated Agent for SELLER/LANDLORD.

9. BROKERAGE RELATIONSHIPS CONFIRMATION: Unless otherwise provided herein, the BUYER/TENANT authorizes the designated broker to cooperate with and compensate other designated brokers

- Yes No BUYER/TENANT consents to Buyer/Tenant Agency.
- Yes No BUYER/TENANT consents to a Transaction Broker and agrees, if applicable, to sign a Transaction Broker Addendum.
- Yes No BUYER/TENANT consents to Sub agency.
- Yes No BUYER TENANT consents to a Dual Agent and agrees, if applicable, to sign a Disclosed Dual Agency Agreement. (Missouri Only)
- Yes No BUYER/TENANT consents to a Designated Agency relationship. (In Kansas, Supervising Broker acts as a Transaction Broker)
- Yes No If BUYER/TENANT consents to Designated Agency, BUYER/TENANT consents to the appointment of a Designated Agent for a seller in sale/lease of the seller's/landlord's Property. (In Kansas, Supervising Broker acts as a Transaction Broker)

- 10. COST OF SERVICES OBTAINED FROM OUTSIDE SOURCES.** BUYER/TENANT shall be responsible for costs of outside services, and BROKER shall not obtain or order products or services from outside sources unless BUYER/TENANT agrees to pay for the same immediately when payment is due. Examples of such outside sources would include, but are not limited to, surveys, soil tests, title reports, engineering studies, or inspections.
- 11. BUYER'S IDENTITY.** Unless otherwise expressly requested in writing, BROKER has BUYER'S/TENANT'S permission to disclose BUYER'S/TENANT'S identity to third parties without prior written consent of BUYER/TENANT. BUYER/TENANT additionally agrees to provide BROKER, upon request, relevant personal and financial information to assure BUYER'S/TENANT'S ability to acquire property described above.
- 12. ENTIRE AGREEMENT.** This Contract constitutes the entire agreement between the parties; any prior agreements pertaining thereto, whether oral or written, have been merged and integrated into this Contract. There shall be no modification of any of the terms of this Contract unless such modification has been agreed to in writing and signed by both parties.

CAREFULLY READ THE TERMS HEREOF BEFORE SIGNING. WHEN SIGNED BY ALL PARTIES, THIS DOCUMENT BECOMES PART OF A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, CONSULT AN ATTORNEY BEFORE SIGNING. THE PARTIES EXECUTING THIS CONTRACT REPRESENT AND WARRANT THAT THEY ARE LEGALLY AUTHORIZED TO EXECUTE THIS CONTRACT.

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.

BROKER: _____	BUYER/TENANT: _____
By: _____ Date	By: _____ Date
Name & Title: _____	Name & Title: _____
By: _____ Date	By: _____ Date
Name & Title: _____	Name & Title: _____
Address: _____ Street	Address: _____ Street
City State Zip	City State Zip
Telephone #: _____	Telephone #: _____
TAX ID # _____	TAX ID # _____

Appointment of Designated Agent(s): BROKER or BROKER'S authorized representative hereby designates: _____ to act as a **Designated Agent(s)** on BUYER'S/TENANT'S behalf. BUYER/TENANT consents to the above named **Designated Agent(s)** acting as BUYER'S/TENANT'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 seller/landlord), subject to both BUYER/TENANT and seller/landlord signing a Transaction Broker Addendum or Disclosed Dual Agency Addendum (Missouri Only) with BROKER, which must be signed by BUYER/TENANT prior to writing an offer to purchase the Property and by seller/landlord prior to signing the Contract.

BROKER'S Sianature (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 11/13. All previous versions of this document may no longer be valid. Copyright January 2023.