



COMMERCIAL EXCLUSIVE RIGHT TO REPRESENT SELLER/LANDLORD AGREEMENT

DATE of this Contract: _____, 20____

The undersigned SELLER/LANDLORD and BROKER hereby agree that the property described below (the "Property") is listed for sale/lease by SELLER/LANDLORD with BROKER, and that BROKER shall have the sole and exclusive right to sell/lease the Property for a period beginning with the date of this Contract and ending on _____.

1. THE PROPERTY.

- a. Legal Description: _____
or, as described on the attached Exhibit A.
- b. Address of Property: _____

Street Address	City	County	State	Zip
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- c. Property Description: _____

2. TERMS AND CONDITIONS OF SALE/LEASE.

- a. Sale Price: \$ _____
- b. Rental Rate: \$ _____ Per _____ on _____ basis.
(Full Service, Gross, Net, Other _____)
- c. Terms and other conditions: _____

3. COMPENSATION TO BROKER.

SELLER/LANDLORD agrees to pay BROKER a commission of:

- a. If a sale: _____ percent (____ %) of the final sale price of the Property (the "Commission"). Closing agents hereby have the authority to pay such commission in the form of cash, a cashier's check or other forms acceptable to Broker at the Closing of the sale.

SELLER further agrees to pay BROKER the above described commission if the Property is sold by SELLER or any other party during the term of this Contract, or within _____ (____) days after the expiration date of this Contract to any party to whom the Property was submitted and whose name was disclosed to SELLER by BROKER, in writing, within _____ (____) days after the expiration of this Contract. SELLER further agrees to exclude such buyers from any subsequent "Right To Sell/Lease Agreements" with any other broker for a period of _____ (____) days from the date of the expiration of this Contract.

- b. If a lease: _____ percent (____ %) of the total value of the lease (the "Commission") upon _____.

LANDLORD further agrees to pay BROKER the above described commission if the Property is leased by LANDLORD or any other party during the term of this Contract, or if the Property is leased within _____ days after the expiration of this Contract to any party to whom the Property was submitted and whose name was disclosed to LANDLORD by BROKER, in writing, within _____ (____) days after the expiration of this Contract, or if the Property is transferred by reason of condemnation or threat thereof during the term of this Contract. In the event the Property is sold during the term of any lease for which commissions are payable hereunder, LANDLORD agrees that the terms of such sale shall include the assumption by the purchaser of LANDLORD'S obligation to pay commissions hereunder. LANDLORD further agrees to exclude such tenants from any subsequent "Right To Sell /Lease Agreements" with any other broker for a period of _____ (____) days from the date of the expiration of this Contract.

Commission shall also be paid by LANDLORD to BROKER on all amounts paid to LANDLORD under any extensions and/or renewals of the lease term and for enlargement or substitution of the leased premises, when such occurs. If the Property is sold to tenant or related party during the tenant's occupancy or within _____ (____) days after termination, LANDLORD shall pay to BROKER an additional commission of _____ percent (____%) of the sale price, but will credit against such additional commission the amount of lease commissions previously paid, but unamortized, to BROKER by LANDLORD. LANDLORD'S obligation to pay the above described commission shall survive the expiration of this Contract. In the event a deposit is made on a sale or lease contract and is then forfeited, one-half of the deposit shall be paid to BROKER, but said payment shall not be in excess of the fee to which BROKER otherwise would have been entitled to receive.

4. **SELLER/LANDLORD'S OBLIGATIONS.** SELLER/LANDLORD agrees to refer all inquiries and prospects SELLER/LANDLORD may receive, directly or indirectly, to BROKER, and SELLER/LANDLORD hereby gives permission to BROKER to enter the Property at reasonable times to show it to prospects.
5. **BROKER AGREES TO:**
- a. Perform the terms of this Contract, exercise reasonable skill and care for SELLER/LANDLORD, and promote the interests of SELLER/LANDLORD with the utmost good faith, loyalty and fidelity **unless** acting as a transaction broker, or as a disclosed dual agent (*Missouri only*).
 - b. Seek a price and terms acceptable to SELLER/LANDLORD.
 - c. Present all written offers, counteroffers, and back-up offers in a timely manner. BROKER shall not be obligated to continue to market the Property or present subsequent offers after an offer has been accepted by SELLER/LANDLORD unless the sales Contract permits SELLER/LANDLORD 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 or not.**
 - d. Disclose to SELLER/LANDLORD all adverse material facts actually known (or should have known, in Missouri) by Broker about Buyer.
 - e. Disclose to SELLER/LANDLORD 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, including fair housing and civil rights statutes and rules and regulations.
 - g. Keep all information about SELLER/LANDLORD 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 Missouri 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 Buyer 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 SELLER'S/LANDLORD'S 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. **BROKER'S RIGHT TO PLACE SIGNAGE.** SELLER/LANDLORD agrees that BROKER may, during the term of this Contract, place a "For Sale" or "For Lease" sign on the Property through the closing of the sale or commencement of the lease.
7. **LEGAL AND PROFESSIONAL ADVICE.** BROKER suggests SELLER/LANDLORD 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/LANDLORD is encouraged to seek expert help in such areas. BROKER will cooperate with experts engaged by SELLER/LANDLORD, but BROKER shall have no liability to SELLER pertaining to such matters.
8. **BROKERAGE RELATIONSHIP DISCLOSURE.** SELLER/LANDLORD 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/LANDLORD 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/LANDLORD (Transaction Brokerage is available in both Kansas and Missouri), or designate an agent for the Buyer and another to represent SELLER/LANDLORD (Designated Agency is available in both Kansas and Missouri). SELLER/LANDLORD 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/LANDLORD understands that BROKER may show alternative properties not owned by SELLER/LANDLORD to prospects and may list competing properties for sale without breaching any duty or obligation to SELLER.
- **Transaction Broker.** (Kansas and Missouri). SELLER/LANDLORD 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/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 SELLER/LANDLORD 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 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 the SELLER/LANDLORD 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.)

- **Sub-Agency.** A sub-agent is the agent of an agent. A sub-agent 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/LANDLORD 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 the SELLER/LANDLORD and a Buyer and shall have the duties of a 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 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 a Buyer is willing to pay more than the Purchase Price offered for the property; that SELLER/LANDLORD is willing to accept less than the asking price for the property; what the motivating factors are for any client, buying 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 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 the SELLER/LANDLORD and the Buyer when this form of agency is used.
- **Designated Agency. (Kansas and Missouri).** 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/LANDLORD, SELLER/LANDLORD understands and agrees that:

1. The Designated Agent will perform all of the duties of a SELLER'S/LANDLORD'S Agent and will be SELLER'S/LANDLORD'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/LANDLORD is also the Designated Agent of a Buyer who is interested in purchasing the Property, the Designated Agent cannot represent both SELLER/LANDLORD and Buyer. With the informed consent of both the SELLER/LANDLORD 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/LANDLORD, may specifically designate an affiliated licensee who will act as the Designated Agent for SELLER/LANDLORD.

Appointment of Designated Agent: BROKER or BROKER'S authorized representative hereby designates _____ to act as a Designated Agent on SELLER'S/LANDLORD'S behalf. (BROKER'S signature required in Missouri)

SELLER/LANDLORD consents to the above-named Designated Agent acting as SELLER'S/LANDLORD'S Designated Agent or as a Transaction Broker or Disclosed Dual Agent (Missouri Only) if such Designated Agent is also the Designated Agent for the Buyer, subject to both SELLER/LANDLORD and Buyer signing a Transaction Broker Amendment or Disclosed Dual Agency Amendment (Available in Missouri Only) with BROKER, which must be signed by SELLER/LANDLORD prior to signing the Contract and a Buyer prior to writing an offer to purchase the Property.

- 9. BROKERAGE RELATIONSHIPS CONFIRMATION:** Unless otherwise provided herein, the SELLER/LANDLORD authorizes the designated broker to cooperate with and compensate other designated brokers
 Yes No SELLER/LANDLORD consents to Seller Agency.

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

10. SELLER/LANDLORD hereby states and affirms that, SELLER/LANDLORD has good and marketable title to the Property, and to the best of SELLER'S/LANDLORD'S actual knowledge, and except as otherwise specified below that SELLER/LANDLORD has good and marketable title to the Property; there are no material, physical, structural, or mechanical defects in the Property; and there are no hazardous substances, pollutants, or contaminants on the Property, the presence or disposal of which is subject to federal, state or local environmental regulation, nor is there any equipment, storage tank, container, or structural element on the Property that contains or utilizes, and has released or could release, any such hazardous substance, pollutant or contaminant into the environment or the interior of any building on the Property.

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.

BROKER: _____

SELLER/LANDLORD: _____

By: _____

By: _____

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 # _____

FOR INFORMATION ONLY—NOT PARTIES TO THE CONTRACT

Listing Broker: _____

Telephone #: _____

Listing Agent: _____

Telephone #: _____

Selling Broker: _____

Telephone #: _____

Selling Agent: _____

Telephone #: _____

Escrow Agent: _____

Telephone #: _____

Closing Agent: _____

Telephone #: _____

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 11/16. All previous versions of this document may no longer be valid. Copyright January 2023.