



COMMERCIAL SELLER'S/LANDLORD'S PERMISSION TO SHOW AND COMMISSION CONTRACT

This Contract is between the following parties:

SELLER/LANDLORD: _____

and BROKER: _____

SELLER'S/LANDLORD'S property located at _____ (The "Property").

1. PERMISSION TO SHOW: SELLER/LANDLORD hereby permits the BROKER to show the Property to the Buyer/Tenant _____ on the date(s) of _____, 20____.

2. BROKERAGE RELATIONSHIP DISCLOSURE: SELLER/LANDLORD acknowledges that the BROKER involved in this transaction may be an agent of the Buyer/Tenant or a Transaction Broker. If BROKER is an agent of the Buyer/Tenant, they have a duty to represent the Buyer's/Tenant's interest and will not be the agent of the SELLER/LANDLORD. INFORMATION GIVEN BY THE SELLER/LANDLORD TO A BROKER ACTING AS AN AGENT FOR THE Buyer/Tenant WILL BE DISCLOSED TO THE Buyer/Tenant. BROKERS who are acting in the capacity of a Transaction Broker are not agents for either party and do not advocate the interests of either party.

BROKER/LICENSEE assisting the Buyer/Tenant are acting as: (Check one)

- Buyer's/Tenant's Agent, or
- Designated Buyer's/Tenant's Agent (Supervising Broker acts as Transaction Broker), or
- Transaction Broker

3. PRICE OF THE PROPERTY: SELLER/LANDLORD agrees to allow BROKER to show the Property to Buyer/Tenant at an asking price of \$_____.

4. COMPENSATION TO BROKER: SELLER/LANDLORD agrees to pay BROKER a commission of:

a. If a sale: (Check one) _____ percent (____%) or _____ (the "Commission") of the final Sale Price of the Property. 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.

In the event SELLER enters into a contract to sell the Property to a Buyer/Tenant who has been shown the Property by BROKER during the term this Contract has been in force within _____(____) days after the Effective Date of this Contract, SELLER agrees to pay BROKER the commission as defined herein. SELLER further agrees to exclude such Buyers/Tenants from any subsequent "Right To Sell Contracts/Lease Contracts" with any other broker for a period of _____(____) days from the date of the expiration of this Contract.

b. If a lease: In the event of a lease, LANDLORD agrees to pay a commission of _____ percent (____ %) of the total value of the lease 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 by BROKER and whose name was disclosed to LANDLORD by BROKER, in writing, by certified, or regular mail 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.

5. BROKER'S RIGHT TO PLACE SIGNAGE: SELLER/LANDLORD agrees that BROKER may place a "SOLD THROUGH" or "LEASED THROUGH" sign on the Property from the time the Property is under contract, through the closing of the sale or lease commencement.

6. ADDITIONAL TERMS AND CONDITIONS: _____

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.

SELLER: _____

BROKER: _____

By: _____ *Date*

By: _____ *Date*

By: _____ *Date*

Telephone #: _____

Address: _____
Street

TAX ID# _____

City _____ **State** _____ **Zip** _____

Telephone #: _____

TAX ID # _____

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.