



**COMMERCIAL TRANSACTION BROKER AMENDMENT TO:**  
Commercial Exclusive Right to Represent Seller/Landlord Agreement and  
Commercial Exclusive Right to Represent Buyer/Tenant Agreement

1. This Transaction Broker Amendment is part of an Exclusive or Non-Exclusive Buyer's/Tenant's Agency Contract dated \_\_\_\_\_, 20\_\_\_\_ and an Exclusive Right To Sell/Lease or Non-Exclusive Right To Sell/Lease Contract dated \_\_\_\_\_, 20\_\_\_\_ between the undersigned BUYER/TENANT and SELLER/LANDLORD and BROKER. Upon execution of this amendment, BROKER will act as a Transaction Broker in a contemplated real estate transaction between BUYER/TENANT and SELLER/LANDLORD for the sale/lease of SELLER'S/LANDLORD'S Property located at: \_\_\_\_\_

**2. LIMITATION ON BROKER'S OBLIGATIONS:** When acting as the agent for one party (either BUYER/TENANT or SELLER/LANDLORD), BROKER has duties and obligations which include utmost good faith, loyalty and fidelity to that one party. A Transaction Broker is a broker who assists the parties with a real estate transaction without being an agent or advocate for the interests of either party to the transaction. The term "BROKER" includes all licensees affiliated with BROKER.

**3. BUYER'S/TENANT'S INFORMED CONSENT:** To give informed consent for BROKER to act as a Transaction Broker in the purchase or lease of the Property, BUYER/TENANT shall sign this addendum prior to writing an offer to purchase or lease the Property.

**4. SELLER'S/LANDLORD'S INFORMED CONSENT:** To give informed consent for BROKER to act as a Transaction Broker in the sale or lease of the Property, SELLER/LANDLORD shall sign this Addendum prior to signing the Contract or Lease on the Property.

**5. MATTERS THAT MAY BE DISCLOSED:** Except as provided below, licensees acting as a Transaction Broker may disclose the following information unless otherwise prohibited by either BUYER/TENANT OR SELLER/LANDLORD in writing:

- (a) That a BUYER/TENANT is willing to pay more than the listing price or lease rate offered for the Property.
- (b) That a SELLER/LANDLORD is willing to accept less than the listing price or lease rate for the Property.
- (c) What the motivation factors are for BUYER/TENANT and/or SELLER/LANDLORD.
- (d) That a BUYER/TENANT and/or SELLER/LANDLORD will agree to financing terms other than those offered.

**6. MATTERS THAT MAY NOT BE DISCLOSED:** Licensees acting as a Transaction Broker shall not disclose any information or personal confidences about either SELLER/LANDLORD or BUYER/TENANT which might create an advantage of one party over the other, unless the disclosure is required by law or failure to disclose such information would constitute fraudulent misrepresentation.

**7. NO DUTY TO INVESTIGATE:** Licensees acting as a Transaction Broker have no duty to:

- (a) Conduct an independent inspection of the Property for the benefit of either SELLER/LANDLORD or BUYER/TENANT,
- (b) To independently verify the accuracy or completeness of statements made by the SELLER/LANDLORD, BUYER/TENANT or qualified third party inspectors,
- (c) To conduct an independent investigation of the BUYER'S/TENANT'S financial condition, or
- (d) To verify the accuracy or completeness of any statement made by the SELLER or BUYER.

**8. DUTY TO DISCLOSE MATERIAL FACTS:** Licensees acting as a Transaction Broker have the same duty to disclose material facts as a licensee acting as a SELLER'S/LANDLORD'S or BUYER'S/TENANT'S agent.

**CAREFULLY READ THE TERMS HEREOF BEFORE SIGNING THIS AMENDMENT. 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.**

**SELLER/LANDLORD:** \_\_\_\_\_ **BUYER/TENANT:** \_\_\_\_\_

**BY:** \_\_\_\_\_ **BY:** \_\_\_\_\_  
Date Date

**BY:** \_\_\_\_\_ **BY:** \_\_\_\_\_  
Date Date

**BROKER NAME:** \_\_\_\_\_ **LICENSEE:** \_\_\_\_\_  
Date

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.