



EXCLUSIVE RIGHT TO SELL CONTRACT

1 **THIS CONTRACT** is made between _____
 2 _____ (“SELLER” *Indicate Marital Status*)
 3 and _____ (“BROKER”)
 4 for the Property known as: _____
 5 and legally described as below, or as described in the attached Legal Description Addendum
 6 _____
 7 _____
 8 _____
 9 _____ (“Property”)

10 is **EXCLUSIVE** for a period beginning _____ (or date of last signature, whichever is later) and
 11 ending at 11:59 p.m. on _____ inclusive unless terminated by BROKER. The Property is offered
 12 for sale for the Purchase Price of \$ _____ on terms agreeable to SELLER. **SELLER hereby**
 13 **warrants to BROKER that this is the one and only Right to Sell Contract in effect regarding the Property** and
 14 SELLER has the capacity to convey merchantable title to the Property. BROKER and licensee(s) are licensed under
 15 the laws of the state in which the Property is located.

16
 17 Unless otherwise indicated in the checkbox below, SELLER agrees Property data will be entered in the Heartland
 18 Multiple Listing Service (MLS) as an active status listing within one business day of the above stated beginning date
 19 (or date of last signature, whichever is later) and available for showings as soon as practical.

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 21 SELLER authorizes BROKER to enter Property data in the MLS with a status that does not allow for property
 22 showings until _____ (MLS active date). Should SELLER agree to a showing prior to the MLS active
 23 date, SELLER authorizes BROKER to update the MLS status to an active status and SELLER agrees Property will
 24 immediately be made available for showings by all MLS participants and subscribers.

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

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 32 This Contract pertains to New Home Construction.

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

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 38 **1. LISTING SERVICES:** SELLER authorizes BROKER to:

- 39 a. Cooperate and share the commission payable under this Contract with other brokers including brokers who
- 40 have been employed as Buyer agents, subagents, disclosed dual agents (Missouri only), transaction brokers,
- 41 or designated agents, subject, where applicable, to authorization as otherwise provided in this Contract.
- 42 b. Submit pertinent information, including virtual tours and images when applicable, concerning the Property to
- 43 any listing service to which BROKER subscribes and to abide by the rules of the listing service.
- 44 c. Provide to listing services for dissemination to others, including the county appraiser if required by law, timely
- 45 notice of status changes affecting the Property, sales information, including price, and other information
- 46 concerning the Property for use of the members of such services, to compile reliable statistics, and to
- 47 establish market value for other properties. Report sales information about the property, including the price at
- 48 which the property sold, to the MLS for dissemination to MLS Participants, Subscribers, and other licensees
- 49 or users of the MLS database compilation.
- 50 d. Obtain information on SELLER'S mortgage(s) and/or home equity loan(s).

SELLER | SELLER Initials

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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 counter offers to sell Property;
 2. Assist SELLER in developing, communicating, negotiating, and presenting offers, counter offers, and notices that relate to the offers and the counter offers until a purchase agreement is signed and all contingencies are satisfied or waived; and
 3. Answer SELLER’S questions relating to the offers, counter offers, 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 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 SELLER and BROKER agree to continue to market the Property 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 sale contract.**

4. BROKER’S AUTHORIZATION TO DISCLOSE. Broker is required to disclose certain terms and details of a transaction to the MLS and in accordance with real estate license law. SELLER may authorize Broker to disclose reason for sale of Property and terms of other offers to other Brokers and prospective Buyers.

a. Motivating Factor for sale of Property (check one):

- Seller does not authorize Broker to disclose reason for sale.
- Seller authorizes Broker to disclose the following motivating factors for sale:

b. Other Offers (check one):

- Seller does not authorize Broker to disclose existence of other offers.
- Seller authorizes Broker to disclose existence of other offers.
- Seller authorizes Broker to disclose existence **and terms of** other offers.

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Initials
SELLER | SELLER

- 154 5. **SELLER'S DISCLOSURE AND CONDITION OF PROPERTY ADDENDUM ("Seller's Disclosure").** SELLER
155 understands that the law requires disclosure of any material defects, known to SELLER, in the Property to
156 prospective Buyer(s) and that failure to do so may result in civil liability for damages. **In the event of a material**
157 **change in the condition of the Property. SELLER will provide all inspection reports, if any, and authorizes**
158 **Licensee to disclose such reports** and warrants that there are no known defects in the Property except as will
159 be indicated on the Seller's Disclosure. SELLER agrees to hold BROKER, its affiliated licensees and employees,
160 and all cooperating Brokers and their agents and employees harmless for any damages or civil or criminal
161 actions, and all claims, demands, suits, losses or expenses (including reasonable attorney's fees) arising out of
162 any misrepresentation, nondisclosure, or concealment by SELLER in connection with the sale of the Property
163 including, without limitation, the inaccuracy of information provided by SELLER for the preparation of the listing
164 data, contained in the Seller's Disclosure, or otherwise provided or omitted in connection with the sale of the
165 Property. SELLER agrees to thoroughly review the listing information prepared by BROKER and advise
166 BROKER immediately of any errors or omissions, including but not limited to the age of the Property and size of
167 the lot. SELLER agrees that SELLER will personally assume all responsibility for any claims made by a Buyer
168 before or after possession with respect to any errors or omissions contained in the information provided to
169 BROKER and the Buyer, and that BROKER shall not be responsible in any manner for any errors or omissions.
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- 171 6. **LEGAL AND PROFESSIONAL ADVICE.** BROKER suggests SELLER seek legal, tax, and other professional
172 advice relative to any real estate transaction. BROKER makes no representation or warranty respecting the
173 advisability of any transaction. BROKER is not an expert in matters relating to law, tax, financing, surveying,
174 structural or mechanical condition, hazardous material, engineering, or other specialized topics. SELLER is
175 encouraged to seek expert help in such areas. BROKER will cooperate with experts engaged by SELLER, but
176 BROKER shall have no liability to SELLER pertaining to such matters.
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- 178 7. **LIABILITIES.** SELLER agrees to indemnify BROKER against and hold BROKER harmless from any liability for
179 vandalism, theft or damage of any nature whatsoever to the Property, or for personal injury to persons on the
180 Property. In consideration of BROKER'S arranging for any inspections at SELLER'S request, SELLER hereby
181 agrees to indemnify and hold harmless BROKER, and BROKER'S affiliated licensees, agents and employees
182 from any liability, costs or expenses resulting from or in connection with those inspections.
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- 184 8. **BROKERAGE RELATIONSHIP DISCLOSURE. SELLER acknowledges receiving (a) the Broker Disclosure**
185 **Form (in Missouri) on or before the signing of the Seller's Agency Agreement, or upon the licensee**
186 **obtaining any personal or financial information, whichever occurs first; OR, (b) the Real Estate Brokerage**
187 **Relationships Brochure (in Kansas) at the first practical opportunity. The Missouri "Form", or Kansas**
188 **"Brochure" needs to be read by all consumers.** SELLER understands and agrees that BROKER can show the
189 Property and obtain offers from all prospective Buyers, including Buyers with whom BROKER has a brokerage
190 relationship. BROKER shall notify SELLER and Buyer of BROKER'S intention to represent both of them
191 **(Disclosed Dual Agency is available only in Missouri),** to represent neither but to assist both the Buyer and
192 SELLER **(Transaction Brokerage is available in both Kansas and Missouri),** or designate an agent for the
193 Buyer and another to represent SELLER **(Designated Agency is available in both Kansas and Missouri).**
194 SELLER also understands and agrees that as part of the marketing of the Property, BROKER will be showing
195 Buyers properties other than the Property and providing Buyers with information on selling prices in the area.
196 SELLER understands that BROKER may show alternative properties not owned by SELLER to prospects and
197 may list competing properties for sale without breaching any duty or obligation to SELLER.
- 198 • **Seller Agency.** A SELLER'S agent represents SELLER only, so the Buyer may be either unrepresented or
199 represented by another agent. The SELLER'S agent is responsible for performing the following duties:
200 promoting the interests of SELLER with the utmost good faith, loyalty, and fidelity; protecting SELLER'S
201 confidences, unless disclosure is required; presenting all offers in a timely manner; advising SELLER to
202 obtain expert advice; accounting for all money and property received; disclosing to SELLER all adverse
203 material facts about the Buyer that the agent knows; disclosing to the Buyer environmental hazards affecting
204 the Property that are required to be disclosed, the physical condition of the Property or any material defects
205 in the Property or in the title to the Property; any material limitation on SELLER'S ability to complete the
206 contract. The SELLER'S agent has no duty to conduct an independent inspection of the Property for the
207 benefit of the Buyer or to independently verify the accuracy or completeness of any statement by SELLER or
208 any qualified third party.

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- **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 counter offers 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 or 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.**)
- **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; what the motivating factors are for any client, buying or selling the Property or 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 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.

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- 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, then the supervising broker, with the written consent of SELLER, may specifically designate an affiliated licensee who will act as the Designated Agent for SELLER.

9. 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 **(Check 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.
- 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)**

10. 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 sale Contract. SELLER authorizes BROKER to order title evidence through _____
Title to the Property is vested in the name(s) of: _____

_____ (including but not limited to marital status, trust documents, LLC).

11. COMPENSATION.

- a. SELLER agrees to pay BROKER a commission which shall be: _____
The Commission shall be due and payable if BROKER or anyone else 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: _____
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.

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c. If the Property is not sold during the term of this Contract but a sale is made directly or indirectly within _____ calendar days (ninety (90) if left blank) after this Contract terminates to anyone to whom the Property was shown or submitted during the term of this Contract and whose name BROKER has submitted to SELLER in writing prior to the expiration of this Contract, the Commission and Other Compensation shall be due and payable to BROKER. However, SELLER shall not be obligated to pay the Commission and Other Compensation if a valid Exclusive Right To Sell 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 Exclusive Right To Sell 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.

12. LIMITED HOME WARRANTY. If applicable, it is suggested that SELLER consider the purchase of a home warranty plan for the Property which may increase the Property's marketability and reduce SELLER'S risk. A home warranty plan is a limited service contract covering repair or replacement of the working components of the Property for a minimum of one (1) year from the Closing Date subject to the terms and conditions of the individual plan. The program was explained to SELLER and SELLER (**Check one**):

- agrees to purchase a home warranty at a cost not to exceed \$ _____, from _____ (vendor) to be paid at Closing. (A separate application defining the coverage of the program may be signed at the time this listing is executed, and BROKER may receive a fee from the warranty company to cover processing and administration of the plan.)
- does not agree to purchase a home warranty.

13. 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.

14. FRANCHISE DISCLOSURE. (check if applicable) BROKER is a member of a franchise and pursuant to the terms of its franchise agreement, the franchisor has no legal liability for the actions of BROKER, despite its use of franchisor's trade or insignia.

15. CYBER PROTECTION. As a SELLER involved in a real estate transaction where money is changing hands, SELLER may be a potential target for cyber-criminals. Always contact the closer directly before wiring any money.

16. ADDITIONAL TERMS AND CONDITIONS, IF ANY: _____

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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.

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.

_____		_____	
BROKERAGE		SELLER	DATE
_____		_____	
LICENSEE ASSISTING SELLER	DATE	SELLER	DATE
_____		_____	
		SELLER ADDRESS	
_____		_____	
		SELLER CITY, STATE, ZIP	
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		SELLER PHONE #	
_____		_____	
		SELLER EMAIL	

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 Amendment (**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)

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 10/21. All previous versions of this document may no longer be valid. Copyright January 2023.