



NON-EXCLUSIVE BUYER AGENCY CONTRACT

1. **THIS CONTRACT** is made between _____ ("BUYER" *Indicate Marital Status*) and _____ ("BROKER").

By this Contract BUYER retains and appoints BROKER to assist BUYER in the procurement of property ("Property") and to negotiate terms and conditions acceptable to BUYER for the procurement of the Property as generally described in this Contract; however, BROKER shall not be obligated to seek other properties after BUYER enters into a Contract to purchase the Property.

2. **GENERAL DESCRIPTION OF PROPERTY.** BUYER desires to purchase real property, described as follows:

Type: Residential Income Vacant Land Commercial Other _____

GENERAL LOCATION: _____

APPROXIMATE PRICE RANGE: \$ _____ TO \$ _____

3. **TERM OF AGREEMENT.** For a period beginning _____ (or date of last signature, whichever is later), This contract shall continue though 11:59 p.m. on _____ unless sooner terminated by BROKER by written notice to BUYER.

4. **BUYER REPRESENTATIONS.**

- a. BUYER warrants that BUYER is not currently obligated under any other Exclusive Buyer Agency Contracts.
- b. BUYER warrants that BUYER is not obligated to pay any brokerage fees for properties that were previously shown to BUYER.
- c. BUYER warrants that BUYER is not aware of any facts that would prevent them from closing any sale entered into under this Contract.
- d. BUYER agrees to 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.
- e. BUYER shall attempt to secure written loan pre-approval and disclose to BROKER the status of BUYER'S loan approval and shall provide a copy of current loan approval documents including all conditions and limitations required by lender.

5. **BROKER'S OBLIGATIONS.**

- a. Perform the terms of this Contract, exercise reasonable skill and care for BUYER, and promote the interests of BUYER 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 BUYER.
- c. Provide, at a minimum, the following services:
 - 1. Accept delivery of and present to BUYER offers and counter offers to purchase the property the BUYER seeks to purchase;
 - 2. Assist BUYER in developing, communicating, negotiating and presenting offers, counter offers, and notices that relate to the offers and the counter offers until purchase agreement is signed and all contingencies are satisfied or waived; and
 - 3. Answer BUYER'S questions relating to the offers, counter offers, notices, and contingencies.
- d. In Missouri, BROKER shall not be obligated to continue to seek other properties while the client is a party to a Contract to purchase Property; however, the BROKER must present all written offers to and from the client regardless of whether the client is a party to a purchase or not.
- e. Disclose to BUYER all adverse material facts actually known (or should have known, in Missouri) by BROKER and advise BUYER to obtain expert advice as to material matters known by BROKER but the specifics of which are beyond the BROKER'S expertise.
- f. Account in a timely manner for all money and property received.

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- 51 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.
- 52
- 53 h. Not disclose any confidential information about BUYER unless: disclosure is authorized under this
- 54 Contract; disclosure is required by statute, rules or regulations; or failure to disclose would constitute a
- 55 material misrepresentation, or disclosure is necessary under Missouri law to defend the affiliated
- 56 licensee against an action of wrongful conduct in an administrative or judicial proceeding or before a
- 57 professional committee.
- 58 i. Disclose to BUYER and any Seller of Property all adverse material facts actually known (or should have
- 59 known, in Missouri) by BROKER including but not limited to material facts concerning BUYER'S ability
- 60 to perform under the terms of a sales contract and any facts actually known by BROKER that were
- 61 omitted from or contradict any information included in a written report regarding the physical condition of
- 62 the property prepared by a qualified third party. In Missouri and in Kansas, law requires persons who
- 63 are convicted of certain crimes, including certain sexually violent crimes, to register with the sheriff of
- 64 the county in which they reside. If you, as the BUYER, desire information regarding those registrants,
- 65 you may find information on the homepage of the Kansas Bureau of Investigation (KBI) at
- 66 <http://www.Kansas.gov/kbi> or by contacting the local sheriff's office in Kansas. In Missouri, you may find
- 67 information on the homepage of the Missouri State Highway Patrol at
- 68 <http://www.mshp.dps.missouri.gov/> or BUYER should contact the sheriff of the county in which the
- 69 Property is located.
- 70 j. Assist with the Closing of the sale of the Property.
- 71 k. BROKER may show properties in which BUYER is interested to other prospective buyers without
- 72 breaching any duty or obligation to BUYER. BROKER may show other buyers the Property to which
- 73 BROKER shows BUYER and may assist competing buyers in attempting to purchase a particular
- 74 property. BROKER may search for properties in a Multiple Listing Service, and BROKER may, but is not
- 75 required to, conduct searches and/or inquiries from other sources.
- 76

77 **6. COMPENSATION TO BROKER.**

- 78 a. BROKER shall be entitled to compensation for assisting and negotiating in the procurement of Property
- 79 acceptable to BUYER (or serving in Disclosed Dual agency (**Missouri only**) or Transaction Broker
- 80 situations). BROKER'S fee shall be: **(Check if applicable.)**
- 81 The amount shown as the "selling commission" in a Multiple Listing Service or _____ (____)
- 82 percent of the Purchase Price of the Property, whichever is greater. In the event BUYER wishes to
- 83 purchase a property that is not listed in a Multiple Listing Service, BROKER will seek a written fee
- 84 agreement from the Seller in the amount of _____ (____) percent of the Purchase Price of the
- 85 Property. If said fee cannot be obtained from Seller, then BROKER shall notify BUYER in writing and
- 86 BUYER agrees to either pay all of the balance on the agreed fee at the Closing of the transaction, or
- 87 forego the purchase of said property. If a selling incentive is offered by Seller, BUYER agrees that
- 88 BROKER may accept same.
- 89 Other Commission: _____ **BUYER understands**
- 90 **and agrees that BROKER may be compensated by more than one party in the transaction.**
- 91 **BUYER hereby authorizes the party handling the closing to pay Commission to BROKER from**
- 92 **BUYER'S funds at Closing.**
- 93 b. Although this Contract primarily provides for BROKER to serve as BUYER'S Agent, BUYER may also
- 94 authorize the BROKER to serve as a Disclosed Dual Agent (**Missouri only**) or Transaction Broker with
- 95 regard to properties listed for sale by BROKER. **Carefully read the Paragraph entitled "Brokerage**
- 96 **Relationship Disclosure" in the Contract concerning this issue.**
- 97 c. The BROKER'S fees shall also be deemed earned if BUYER or any person on BUYER'S behalf
- 98 procures any real property of the nature described herein within _____ calendar days after
- 99 termination of this Contract, which property BROKER, BROKER'S Licensee or cooperating brokers
- 100 presented or submitted to BUYER during the term hereof and the description of which BROKER shall
- 101 have submitted in writing to BUYER, either in person or by mail within _____ calendar days after
- 102 termination of this Contract.

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103 d. BUYER shall be released and relieved of any obligation to pay the BROKER'S fees described herein, if
104 through no fault on the part of the BUYER, the Seller fails to close the transaction. This provision shall
105 not, however, relieve the Seller of any obligation to pay such fees as may be applicable. If such
106 transaction fails to close because of any breach of the sale Contract on the part of BUYER, BROKER'S
107 fees will not be waived, but will be due and payable by BUYER immediately.
108

109 7. **BROKERAGE RELATIONSHIP DISCLOSURE.** BUYER acknowledges receiving (a) the Broker
110 Disclosure Form (in Missouri) on or before the signing of the Agreement, or upon the licensee
111 obtaining any personal or financial information, whichever occurs first; OR, (b) the Real Estate
112 Brokerage Relationships Brochure (in Kansas) at the first practical opportunity. The Missouri
113 "Form" or Kansas "Brochure" needs to be read by all consumers. BUYER understands and agrees
114 that BROKER can show any property which is available for sale, including properties which are listed with
115 Sellers with whom BROKER has a brokerage relationship. BROKER shall notify BUYER and Seller of
116 BROKER'S intention to represent both of them (**Disclosed Dual Agency is available only in Missouri**), to
117 represent neither but to assist both BUYER and Seller (Transaction Broker in both Kansas and Missouri), or
118 designate an agent for the BUYER and another to represent Seller (Designated Agency in both Kansas and
119 Missouri). BUYER understands that BROKER may show alternative properties not listed by BROKER to
120 BUYER and may show all such properties for sale to other buyers without breaching any duty or obligation
121 to BUYER.

122 • **Buyer Agency.** The Buyer's agent represents BUYER only, so Seller may be either unrepresented or
123 represented by another agent. The BUYER'S agent is responsible for performing the following duties:
124 promoting the interests of BUYER with the utmost good faith, loyalty and fidelity; protecting BUYER'S
125 confidences, unless disclosure is required by law; presenting all offers in a timely manner; advising
126 BUYER to obtain expert advice; accounting for all money and property received; disclosing to BUYER
127 all adverse material facts that the agent knows; disclosing to Seller all adverse material facts actually
128 known by the agent, including all material facts concerning BUYER'S financial ability to perform the
129 terms of the transaction. The BUYER'S agent has no duty to: conduct an independent investigation of
130 BUYER'S financial condition for the benefit of Seller; independently verify the accuracy or completeness
131 of statements made by BUYER or any qualified third party.

132 • **Transaction Broker. (Kansas and Missouri).** BUYER acknowledges that BROKER may have clients
133 who have retained BROKER to represent them in the sale of property. If the property owned by one of
134 these clients is one in which BUYER becomes interested in making an offer, BROKER would be in the
135 position of representing BUYER and the Seller in the same transaction. Unless Designated Agents
136 have been appointed as provided below, this representation would constitute a dual agency (**Missouri
137 only**). With the informed consent of both BUYER and the Seller, BROKER may act as a Transaction
138 Broker. As a Transaction Broker, BROKER would assist the parties with the real estate transaction
139 without being an agent or advocate for the interests of either party. A Transaction Broker has the duty
140 to perform the terms of any written or oral agreement made with any party to the transaction; to exercise
141 reasonable skill, care and diligence as a Transaction Broker, including but not limited to: presenting all
142 offers and counter offers in a timely manner regardless of whether the Property is subject to a Contract
143 for sale or lease or a letter of intent; keeping the parties fully informed regarding the transaction and
144 suggesting that such parties obtain expert advice as to material matters about which the Transaction
145 Broker knows but the specifics of which are beyond the expertise of such BROKER; accounting in a
146 timely manner for all money and property received; disclosing to each party to the transaction any
147 adverse material facts of which the Transaction Broker has actual notice or knowledge; and assisting
148 the parties in complying with the terms and conditions of any Contract. The parties to a transaction
149 brokerage transaction shall not be liable for any acts of the Transaction Broker. The following
150 information shall not be disclosed by a Transaction Broker without the informed consent of the party or
151 parties

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152 disclosing such information to the Transaction Broker: that BUYER is willing to pay more than the
153 Purchase Price offered for the Property; that a Seller is willing to accept less than the asking price for
154 the Property; what the motivating factors are for any party buying, selling or leasing the Property; that a
155 Seller or BUYER will agree to financing terms other than those offered; any confidential information
156 about the other party, unless disclosure of such information is required by law, statute, rules or
157 regulations or failure to disclose such information would constitute fraud or dishonest dealing. **A
158 separate Transaction Broker Addendum must be signed by all parties when this arrangement is
159 used.**

- 160 • **Subagency.** A Subagent is the agent of an agent. A Subagent owes the same obligations and
161 responsibilities as the agent.
- 162 • **Disclosed Dual Agency. (Missouri only)** BROKER may have clients who have retained BROKER to
163 represent them in connection with the sale of property. If a Seller represented by BROKER has
164 property in which BUYER becomes interested in making an offer, BROKER is in the position of
165 representing both BUYER and Seller in that transaction. This representation, known as dual agency,
166 can create inherent conflicts of interest. A Dual Agent shall be a limited agent for both BUYER and
167 Seller and shall have the duties of BUYER'S or Seller's agent except that a Dual Agent may disclose
168 any information to one client that the licensee gains from the other client if the information: (1) is
169 material to the transaction unless it is confidential information that has not been made public or; (2)
170 becomes public by the words or conduct of the client to whom the information pertains or; (3) is obtained
171 from a source other than the licensee. A Dual Agent may not disclose, without the consent of the client
172 to whom the information pertains: that BUYER is willing to pay more than the Purchase Price offered for
173 the Property; that a Seller is willing to accept less than the asking price for the Property; what the
174 motivating factors are for any client, buying or selling the Property; that a client will agree to financing
175 terms other than those offered and/or the terms of any prior offers or counter offers made by any party.
176 A Dual Agent shall not disclose to any other client any confidential information about the other client
177 unless the disclosure is required by statute, rules or regulations or failure to disclose the information
178 would constitute a misrepresentation or unless disclosure is necessary to defend the affiliate licensee
179 against an action of wrongful conduct in any administrative or judicial proceeding or before a
180 professional committee. **A separate Disclosed Dual Agency Amendment must be signed by
181 BUYER and Seller when this form of agency is used.**
- 182 • **Designated Agency.** A Designated Agent is a licensee affiliated with BROKER who has been
183 designated by BROKER, or BROKER'S authorized representative, to act as the agent of a BUYER
184 represented by BROKER or a Seller represented by BROKER to the exclusion of all other affiliated
185 licensees of BROKER. The use of a Designated Agent is an alternative to a Disclosed Dual Agency in
186 Missouri or a Transaction Broker in Kansas or Missouri. A Designated Buyer's Agent will perform all of
187 the duties of a Buyer's Agent.
188 **If a Designated Agent is appointed to represent BUYER, BUYER understands and agrees that:**
 - 189 a. The Designated Agent will perform all of the duties of the BUYER'S Agent and will be BUYER'S
190 legal agent to the exclusion of all other licensees affiliated with BROKER.
 - 191 b. Another licensee with the BROKER may act as a Designated Agent for a Seller in BUYER'S
192 purchase of the Property.
 - 193 c. The supervising broker (or branch broker, if applicable) will act as a Transaction Broker and will not
194 advocate for the interests of either party and will not, without prior consent of both parties, disclose any
195 information or personal confidences about a party which might place the other party at an advantage.
196 The supervising broker (or branch broker, if applicable) may appoint an affiliated licensee to act in the
197 transaction as a Transaction Broker.

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- 198 d. If the Designated Agent for BUYER is also the Designated Agent of a Seller, the Designated Agent
 199 cannot represent both BUYER and Seller. With the informed consent of both the BUYER and
 200 Seller, the Designated Agent may act as a Transaction Broker and assist the parties with the real
 201 estate transaction without being an agent or advocate for the interests of either party.
 202 e. If BUYER is represented by a Designated Agent of BROKER and wants to see property which was
 203 personally listed by the supervising broker, the supervising broker, with the written consent of the
 204 Seller, may specifically designate an affiliated licensee who will act as the Designated Agent for
 205 Seller.
 206
- 207 **8. BROKERAGE RELATIONSHIPS CONFIRMATION.** Unless otherwise provided herein, BUYER authorizes
 208 the designated broker to cooperate with and receive compensation from other brokers.
 209 Yes No BUYER consents to Buyer Agency.
 210 Yes No BUYER consents to a Transaction Broker and agrees, if applicable, to sign a
 211 Transaction Broker Addendum.
 212 Yes No BUYER consents to Subagency.
 213 Yes No BUYER consents to Dual Agency and agrees, if applicable, to sign a Disclosed
 214 Dual Agency Amendment. **(Missouri only)**
 215 Yes No BUYER consents to Designated Agency. **(In Kansas, Supervising**
 216 **Broker acts as a Transaction Broker)**
 217 Yes No BUYER consents to the appointment of a Designated Agent for a Seller in
 218 BUYER'S purchase of the Property. **(In Kansas, Supervising Broker acts as**
 219 **a Transaction Broker)**
 220
- 221 **9. COST OF SERVICES OBTAINED FROM OUTSIDE SOURCES.** BROKER shall not obtain or order products
 222 or services from outside sources unless BUYER agrees in writing to pay for the same immediately when
 223 payment is due. Examples of such outside sources would include, but are not limited to, surveys, soil tests,
 224 title reports, engineering studies, or inspections.
 225
- 226 **10. DISCLOSURE OF BROKER'S ROLE.** At the time of every initial contact, BROKER shall inform all
 227 prospective Sellers and their agents with whom BROKER negotiates pursuant to this Contract that BROKER
 228 acts on behalf of a BUYER. BUYER authorizes BROKER to cooperate with other brokers and sales agents
 229 and share in any compensation due under this Contract.
 230
- 231 **11. BUYER'S IDENTITY.** Unless otherwise expressly requested in writing, BROKER has BUYER'S permission to
 232 disclose BUYER'S identity to third parties without prior written consent of BUYER. BUYER additionally agrees
 233 to provide BROKER, upon request, relevant personal and financial information to assure BUYER'S ability to
 234 acquire property described above.
 235
- 236 **12. OTHER POTENTIAL BUYERS.** BUYER understands that other potential buyers may consider, make offers
 237 on, or purchase through BROKER the same or similar properties as BUYER seeks to acquire. BUYER
 238 consents to BROKER'S representation of such potential buyers before, during and after the expiration of this
 239 Contract. In such a situation, BROKER will not disclose to either buyer the terms of another buyer's offer.
 240
- 241 **13. NON-ASSIGNMENT OF CONTRACT.** BUYER and BROKER understand and agree that the relationship
 242 created by this Contract is a personal one and that neither BUYER nor BROKER shall have the right to assign
 243 this Agency Contract to third parties.
 244
- 245 **14. FRANCHISE DISCLOSURE.** *(check if applicable)* BROKER is a member of a franchise and pursuant to
 246 the terms of its franchise agreement, the franchisor has no legal liability for the actions of BROKER, despite
 247 its use of franchisor's trade or insignia.
 248
- 249 **15. LEGAL AND PROFESSIONAL ADVICE.** BROKER suggests BUYER seek legal, tax, and other
 250 professional advice relative to any real estate transaction. BROKER makes no representation or warranty
 251 respecting the advisability of any transaction. BROKER is not an expert in matters relating to law, tax,
 252 financing, surveying, structural or mechanical condition, hazardous material, engineering, or other
 253 specialized topics. BUYER is encouraged to seek expert help in such areas. BROKER will cooperate with
 254 experts engaged by BUYER, but BROKER shall have no liability to BUYER pertaining to such matters.

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255 16. **ENTIRE AGREEMENT.** This Agency Contract constitutes the entire agreement between the parties; any prior
256 agreements pertaining thereto, whether oral or written, have been merged and integrated into this Contract.
257 There shall be no modification of any of the terms of this Contract unless such modification has been agreed to
258 in writing and signed by all parties.

259
260 17. **CYBER PROTECTION.** As a BUYER involved in a real estate transaction where money is changing hands,
261 BUYER may be a potential target for cyber-criminals. Always contact the closer directly before wiring any
262 money.

263
264 18. **ADDITIONAL TERMS AND CONDITIONS, IF ANY:** _____
265 _____
266 _____
267 _____
268 _____

269
270 **CAREFULLY READ THE TERMS HEREOF BEFORE SIGNING. WHEN SIGNED BY ALL PARTIES, THIS**
271 **DOCUMENT BECOMES PART OF A LEGALLY BINDING CONTRACT.**
272 **IF NOT UNDERSTOOD, CONSULT AN ATTORNEY BEFORE SIGNING.**

273
274 **All parties agree that this transaction can be conducted by electronic means, including email, according**
275 **to the Uniform Electronic Transaction Act as adopted in Kansas and Missouri.**
276

277
278
279
280 _____
281 **BROKERAGE** **BUYER** **DATE**

282
283 _____
284 **BUYER'S AGENT** **DATE** **BUYER** **DATE**
285 _____
286 BUYER ADDRESS
287 _____
288 BUYER CITY, STATE, ZIP
289 _____ / _____
290 BUYER PHONE
291 _____
292 BUYER EMAIL
293 _____

Appointment of Designated Agent(s): BROKER or BROKER'S authorized representative hereby designates:

to act as a **Designated Agent(s)** on BUYER'S behalf. BUYER consents to the above named **Designated Agent(s)** acting as BUYER'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), subject to both BUYER and Seller signing a Transaction Broker Addendum or Disclosed Dual Agency Amendment (**Missouri only**) with BROKER, which must be signed by BUYER prior to writing an offer to purchase the Property 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.