



SELLER'S PERMISSION TO SHOW AND COMMISSION CONTRACT

1 This Contract is between the following parties:
 2 SELLER: _____
 3 and BROKER: _____
 4 regarding SELLER'S Property located at: _____
 5 _____
 6 _____

7 **1. PERMISSION TO SHOW.** SELLER hereby permits BROKER/LICENSEE to show the Property to
 8 BUYER _____ on the date(s)
 9 of _____.

10 **2. BROKERAGE RELATIONSHIP DISCLOSURE.** SELLER acknowledges the real estate licensee
 11 (Licensee) involved in this transaction may be an agent of the Buyer or a Transaction Broker.

12 **3. BROKER COMPLIANCE.** Licensees acting as an agent of the Buyer have a duty to represent the
 13 Buyer's interest and will not be the agent of SELLER. **INFORMATION GIVEN BY SELLER TO A**
 14 **LICENSEE ACTING AS A LICENSEE ASSISTING THE BUYER WILL BE DISCLOSED TO THE**
 15 **BUYER.** Licensees acting in the capacity of a Transaction Broker are not agents for either party and do
 16 not advocate the interests of either party. **SELLER(S) HEREBY ACKNOWLEDGE THE REAL**
 17 **ESTATE BROKERAGE RELATIONSHIPS BROCHURE HAS BEEN FURNISHED TO THEM PRIOR**
 18 **TO THE FIRST SHOWING.**

19 Licensee assisting the Buyer is acting as: *(Check one)*

- 20 Buyer's Agent.
- 21 Designated Buyer's Agent (In Kansas, Supervising Broker acts as Transaction Broker)
- 22 Transaction Broker (Neither party is being represented)

23 **4. PRICE OF THE PROPERTY.** SELLER agrees to allow BROKER/LICENSEE to show the Property to
 24 BUYER at a price of \$_____.

25 **5. SELLER'S DISCLOSURE AND CONDITION OF PROPERTY ADDENDUM.**
 26 **("Seller's Disclosure").** SELLER understands the law requires disclosure of any material defects in the
 27 Property to prospective Buyers and failure to do so may result in civil liability for damages. SELLER
 28 agrees to complete the Seller's Disclosure to be provided to prospective Buyers and to update the
 29 disclosure statement at the request of BROKER, **or in the event of a material change in the**
 30 **condition of the Property. SELLER will provide all inspection reports, if any, and authorizes**
 31 **BROKER/Licensee to disclose such reports** and warrants there are no known defects in the Property
 32 except as will be indicated on the Seller's Disclosure. SELLER agrees to hold BROKER, its affiliated
 33 licensees and employees, and all cooperating Brokers and their agents and employees harmless for
 34 any damages or civil or criminal actions, and all claims, demands, suits, losses or expenses (including
 35 reasonable attorney's fees) arising out of any misrepresentation, nondisclosure, or concealment by
 36 SELLER in connection with the sale of the Property including, without limitation, the inaccuracy of
 37 information provided by SELLER, contained in the Seller's Disclosure, or otherwise provided or omitted
 38 in connection with the sale of the Property. SELLER agrees SELLER will personally assume all
 39 responsibility for any claims made by a Buyer before or after possession with respect to any errors or
 40 omissions contained in the information provided to BROKER and the Buyer, and that BROKER shall not
 41 be responsible in any manner for any errors or omissions.
 42
 43
 44
 45
 46

Initials
 SELLER | SELLER

47 **6. COMPENSATION.**
 48 **a.** Should this or any subsequent showings of the Property to Buyer result in the acceptance of a
 49 contract for Buyer's purchase of the Property, SELLER hereby agrees to pay BROKER a
 50 commission which shall be _____ percent (____%) of the final sale price of the Property, or
 51 \$_____ (the "Commission") at the closing and hereby gives all closing agents the
 52 authority to deduct such commission from the SELLER'S proceeds at the closing. In the event
 53 SELLER enters into a contract to sell the Property to Buyer within _____ calendar days after the
 54 date of the most recent showing of the Property to Buyer by BROKER/LICENSEE, SELLER agrees
 55 to pay BROKER the commission as defined herein.
 56 **b.** Other compensation: _____. **SELLER authorizes the party**
 57 **handling the Closing to pay the Commission and Other Compensation to BROKER from**
 58 **SELLER'S proceeds at the Closing. SELLER understands and agrees BROKER may be**
 59 **compensated by more than one party in the transaction.**

60
 61 **7. SELLER AGREES:**
 62 **a.** to exclude Buyer from any subsequent "Right To Sell Contracts" with another broker for a period of
 63 _____ calendar days from the date of the most recent showing of the Property to Buyer by
 64 BROKER/LICENSEE.
 65 **b.** BROKER may place a sign in the yard of the Property from the time the Property is under contract
 66 through the Closing on the sale of the Property stating that BROKER has the Property under
 67 contract and/or sold.
 68 **c.** BROKER may report sales information about the Property, including the price at which the Property
 69 sold, to the MLS for dissemination to MLS participants, subscribers, and other licensees or users of
 70 the MLS database compilation after the Closing of the sale on the Property.

71
 72 **8. ADDITIONAL TERMS AND CONDITIONS, IF ANY:** _____
 73 _____
 74 _____
 75 _____
 76 _____

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

80
 81 **Licensee also hereby certifies (s)he is licensed to sell real estate in the state in which the**
 82 **Property is located.**

83
 84
 85 _____
 86 **SELLER** **DATE** **BROKERAGE**
 87
 88 _____
 89 **SELLER** **DATE** **LICENSEE** **DATE**
 90

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