

- 51 e. Disseminate data about the Property and other information relating to the Property supplied by, or on behalf
52 of SELLER, including creative works depicting the Property, such as virtual tours, images, and any textual
53 descriptions of the Property (collectively referred to as "Content"), to MLS participants, subscribers and other
54 licensees or users of the MLS database compilation, or any other MLS in which BROKER participates, and to
55 further disseminate, or permit MLS or other MLS participants to disseminate such Content to potential
56 purchasers through websites on the Internet. Further, the BROKER is authorized to otherwise advertise the
57 Property in any manner deemed appropriate by the BROKER, including but not limited to advertising on the
58 Internet, virtual tours, websites, trade journals and any other medium, and communications via e-mail and
59 facsimile. Notwithstanding, any of the above, SELLER reserves the right to opt-out of internet advertising and
60 advertising on other BROKERS' websites by completing a separate "Opt-Out" form.
- 61 f. Grant to the BROKER an irrevocable, perpetual, non-exclusive and fully sub-licensable and assignable right
62 (through multiple tiers) to use, reproduce, modify, adapt, publish, create derivative works from, distribute,
63 perform, and display any photographs, floor plans, architectural drawings, video images, sounds, or other
64 copyrightable material related to the Property ("Works"), and to incorporate any such Works (in whole or in
65 part) into other Works in any form, media, or technology now known or later developed.
- 66 g. This non-exclusive license shall survive the termination of this Agreement for any reason whatsoever.
67 SELLER represents and warrants to BROKER that the license granted to BROKER for this Content, does not
68 violate or infringe upon the rights, including any copyright rights, of any person or entity. SELLER
69 acknowledges and agrees that all listing content is owned exclusively by BROKER, and SELLER has no right,
70 title or interest in Content.

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72 **2. SELLER AGREES TO:**

- 73 a. Refer any offer or inquiry regarding the Property that is received by SELLER during the term of this Contract
74 to BROKER.
- 75 b. Permit BROKER to place a "For Sale" or similar signage on the Property and to remove all other signs during
76 the term of this Contract.
- 77 c. Permit BROKER to place a "Sold", "Under Contract" or similar signage on the Property after a Contract has
78 been accepted by SELLER.
- 79 d. Allow BROKER to enter the Property at reasonable times for the purpose of inspection, preview, or to show
80 the Property to prospective purchasers or other brokers.
- 81 e. Furnish BROKER with a key(s) to the Property, authorize the use of a "Lock Box" during the term of this
82 Contract and to hold BROKER, their licensees, employees, cooperating brokers, their agents and employees,
83 the Heartland Multiple Listing Service, the Kansas City Regional Association of Realtors@ free and harmless
84 from any loss or damage that might result from the use of such.
- 85 f. Allow BROKER to accept a deposit to be applied against the Purchase Price and to place that deposit into the
86 escrow account maintained by BROKER or other escrow agent until the Closing of the sale of the Property. If
87 the deposit is forfeited by the Buyer, _____% (zero (0) if left blank) of the deposit shall be retained by
88 BROKER, provided, however, that the amount retained shall not exceed the amount to which BROKER would
89 be entitled as a compensation if the transaction had been consummated, and the balance of the deposit shall
90 be paid to SELLER.
- 91 g. If applicable, leave all utilities on at the Property during the term of this Contract or until Possession,
92 whichever is later, unless provided for otherwise in the Contract.
- 93 h. If applicable, upon closing reset to factory setting or provide codes and passwords for all electronic systems
94 or components at the Property, including those components controlled remotely.
- 95 i. If applicable, maintain adequate homeowner's property insurance during the term of this Contract or until
96 Possession, whichever is later, and contact their insurance company regarding the adequacy of said
97 insurance.
- 98 j. Provide any necessary documentation regarding the manner in which ownership or title is held in advance of
99 entering into an agreement to sell Property.
- 100 k. Permit BROKER to continue to show Property to other prospective buyers after a Contract to sell the Property
101 has been accepted by SELLER. Backup showings may continue at the BROKER'S discretion until Closing, or
102 until SELLER notifies BROKER to discontinue showings.

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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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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 If Property includes a residential dwelling built prior to 1978, SELLER is required to complete the federally
172 mandated Lead Based Paint Disclosure Addendum.

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174 6. **LEGAL AND PROFESSIONAL ADVICE.** BROKER suggests SELLER seek legal, tax, and other professional
175 advice relative to any real estate transaction. BROKER makes no representation or warranty respecting the
176 advisability of any transaction. BROKER is not an expert in matters relating to law, tax, financing, surveying,
177 structural or mechanical condition, hazardous material, engineering, or other specialized topics. SELLER is
178 encouraged to seek expert help in such areas. BROKER will cooperate with experts engaged by SELLER, but
179 BROKER shall have no liability to SELLER pertaining to such matters.

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181 7. **LIABILITIES.** SELLER agrees to indemnify BROKER against and hold BROKER harmless from any liability for
182 vandalism, theft or damage of any nature whatsoever to the Property, or for personal injury to persons on the
183 Property. In consideration of BROKER'S arranging for any inspections at SELLER'S request, SELLER hereby
184 agrees to indemnify and hold harmless BROKER, and BROKER'S affiliated licensees, agents and employees
185 from any liability, costs or expenses resulting from or in connection with those inspections.

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187 8. **BROKERAGE RELATIONSHIP DISCLOSURE.** SELLER acknowledges receiving (a) the Broker Disclosure
188 Form (in Missouri) on or before the signing of the Seller's Agency Agreement, or upon the licensee
189 obtaining any personal or financial information, whichever occurs first; OR, (b) the Real Estate Brokerage
190 Relationships Brochure (in Kansas) at the first practical opportunity. The Missouri "Form", or Kansas
191 "Brochure" needs to be read by all consumers. SELLER understands and agrees that BROKER can show the
192 Property and obtain offers from all prospective Buyers, including Buyers with whom BROKER has a brokerage
193 relationship. BROKER shall notify SELLER and Buyer of BROKER'S intention to represent both of them
194 (Disclosed Dual Agency is available only in Missouri), to represent neither but to assist both the Buyer and
195 SELLER (Transaction Brokerage is available in both Kansas and Missouri), or designate an agent for the
196 Buyer and another to represent SELLER (Designated Agency is available in both Kansas and Missouri).
197 SELLER also understands and agrees that as part of the marketing of the Property, BROKER will be showing
198 Buyers properties other than the Property and providing Buyers with information on selling prices in the area.
199 SELLER understands that BROKER may show alternative properties not owned by SELLER to prospects and
200 may list competing properties for sale without breaching any duty or obligation to SELLER.

201 • **Seller Agency.** A SELLER'S agent represents SELLER only, so the Buyer may be either unrepresented or
202 represented by another agent. The SELLER'S agent is responsible for performing the following duties:
203 promoting the interests of SELLER with the utmost good faith, loyalty, and fidelity; protecting SELLER'S
204 confidences, unless disclosure is required; presenting all offers in a timely manner; advising SELLER to
205 obtain expert advice; accounting for all money and property received; disclosing to SELLER all adverse
206 material facts about the Buyer that the agent knows; disclosing to the Buyer environmental hazards affecting
207 the Property that are required to be disclosed, the physical condition of the Property or any material defects
208 in the Property or in the title to the Property; any material limitation on SELLER'S ability to complete the
209 contract. The SELLER'S agent has no duty to conduct an independent inspection of the Property for the
210 benefit of the Buyer or to independently verify the accuracy or completeness of any statement by SELLER or
211 any qualified third party.

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SELLER | SELLER

- 212 • **Transaction Broker. (Kansas and Missouri).** SELLER acknowledges that BROKER may have Buyer
213 clients who have retained BROKER to represent them in the acquisition of property. If one of these clients
214 becomes interested in making an offer on the Property, BROKER would be in the position of representing the
215 Buyer and SELLER in the same transaction. Unless designated agents have been appointed as provided
216 below, this representation would constitute a dual agency (**Missouri only**). With the informed consent of both
217 SELLER and the Buyer, BROKER may act as a Transaction Broker. As a Transaction Broker, BROKER
218 would assist the parties with the real estate transaction without being an agent or advocate for the interests of
219 either party. A Transaction Broker has the duty to perform the terms of any written or oral agreement made
220 with any party to the transaction; to exercise reasonable skill, care and diligence as a Transaction Broker,
221 including but not limited to: presenting all offers and counter offers in a timely manner regardless of whether
222 the Property is subject to a Contract for sale or lease or a letter of intent; keeping the parties fully informed
223 regarding the transaction and suggesting that such parties obtain expert advice as to material matters about
224 which the Transaction Broker knows but the specifics of which are beyond the expertise of such broker;
225 accounting in a timely manner for all money and property received; disclosing to each party to the transaction
226 any adverse material facts of which the Transaction Broker has actual notice or knowledge; and assisting the
227 parties in complying with the terms and conditions of any Contract. The parties to a transaction brokerage
228 transaction shall not be liable for any acts of the Transaction Broker. The following information shall not be
229 disclosed by a Transaction Broker without the informed consent of the party or parties disclosing such
230 information to the BROKER: that a Buyer is willing to pay more than the Purchase Price offered for the
231 Property; that SELLER is willing to accept less than the asking price for the Property; what the motivating
232 factors are for any party buying, selling or leasing the Property; that SELLER or a Buyer will agree to
233 financing terms other than those offered or any confidential information about the other party, unless
234 disclosure of such information is required by law, statute, rules or regulations or failure to disclose such
235 information would constitute fraud or dishonest dealing. **(A separate Transaction Broker Addendum must**
236 **be signed by all parties when this arrangement is used.)**
- 237 • **Subagency.** A Subagent is the agent of an agent. A Subagent owes the same obligations and
238 responsibilities as the agent.
- 239 • **Disclosed Dual Agency. (Missouri only).** BROKER may have Buyer clients who have retained BROKER
240 to represent them in connection with the acquisition of property. If a Buyer represented by BROKER
241 becomes interested in making an offer on the Property, BROKER is in the position of representing both
242 SELLER and the Buyer in that transaction. This representation, known as dual agency, can create inherent
243 conflicts of interest. The same is true if the listing agent is also the selling agent. A Dual Agent shall be a
244 limited agent for both SELLER and a Buyer and shall have the duties of SELLER'S or a Buyer's agent except
245 that a Dual Agent may disclose any information to one client that the licensee gains from the other client if the
246 information: (1) is material to the transaction unless it is confidential information that has not been made
247 public or, (2) becomes public by the words or conduct of the client to whom the information pertains or, (3) is
248 obtained from a source other than the licensee. A Dual Agent may not disclose, without the consent of the
249 client to whom the information pertains: that a Buyer is willing to pay more than the Purchase Price offered for
250 the Property; that SELLER is willing to accept less than the asking price for the Property; what the motivating
251 factors are for any client, buying or selling the Property or that a client will agree to financing terms other than
252 those offered and/or the terms of any prior offers or counter offers made by any party. A Dual Agent shall not
253 disclose to one client any confidential information about the other client unless the disclosure is required by
254 statute, rule or regulation or failure to disclose the information would constitute a misrepresentation or unless
255 disclosure is necessary to defend the affiliate licensee against an action of wrongful conduct in any
256 administrative or judicial proceeding or before a professional committee. **(A separate Disclosed Dual**
257 **Agency Amendment must be signed by SELLER and the Buyer when this form of agency is used.)**
- 258 • **Designated Agency.** A Designated Agent is a licensee affiliated with BROKER who has been designated by
259 BROKER, or BROKER'S authorized representative, to act as the agent of a Buyer represented by BROKER
260 or a SELLER represented by BROKER to the exclusion of all other affiliated licensees of BROKER. The use
261 of a Designated Agent is an alternative to a Disclosed Dual Agency in Missouri or a Transaction Broker in
262 Kansas or Missouri. A Designated SELLER'S Agent will perform all of the duties of a SELLER'S Agent.
263 **If a Designated Agent is appointed to represent SELLER, SELLER understands and agrees that:**
264 1. The Designated Agent will perform all of the duties of a SELLER'S Agent and will be
265 SELLER'S legal agent to the exclusion of all other licensees affiliated with BROKER.
266 2. Another licensee with the BROKER may act as a Designated Agent for a Buyer in the sale of the
267 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. SELLER CONSENT TO BROKERAGE RELATIONSHIPS.

SELLER consents to the following brokerage relationships **(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. COMPENSATION TO BROKERS. SELLER acknowledges there are no standard compensation rates and the Compensation in this Contract is fully negotiable and not set by law.

a. COMPENSATION TO LISTING BROKER: SELLER agrees to pay LISTING BROKER compensation which shall be: _____

Other Compensation: _____ *(check if applicable).*

The Compensation shall be due and payable if LISTING 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 Compensation is exclusively for LISTING BROKER'S services and is not subject to sharing, splitting, or otherwise paying to a buyer's broker. SELLER may negotiate to cover some or all of a buyer's broker fees, which must be included in a separate contact, such as a real estate sale contract.

b. COMPENSATION TO BUYER'S BROKER: In addition to the compensation to LISTING BROKER, a seller may agree, but is not required to pay the fees of a broker assisting a buyer. SELLER acknowledges that any buyer's broker may represent the interests of buyers only. *(Check one):*

Seller is willing to compensate broker assisting buyer.
SELLER *(Check one):* authorizes does not authorize LISTING BROKER to disclose SELLER'S willingness to compensate buyer's broker.

Seller is not willing to compensate broker assisting buyer.

SELLER authorizes the party handling the Closing to pay Compensation to BROKERS from SELLER'S proceeds at the Closing. SELLER understands and agrees that LISTING BROKER may be compensated by more than one party in the transaction.

c. PROTECTION PERIOD: 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

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BROKER has submitted to SELLER in writing prior to the expiration of this Contract, the Compensation and Other Compensation shall be due and payable to BROKER. However, SELLER shall not be obligated to pay the Compensation 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.

11. 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).

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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