



LISTING CONTRACT AMENDMENT NAR SETTLEMENT

1 **SELLER:** _____

2
3 **PROPERTY:** _____

4
5 Recently, the National Association of Realtors (NAR) has been involved in legal proceedings related to its rules
6 and policies governing real estate transactions, specifically those involving compensation structures and
7 practices. In an effort to resolve these issues, NAR has proposed a settlement that includes changes to its rules
8 and policies. The most significant change is that offers of compensation will no longer be listed in the Multiple
9 Listing Service (MLS).

10
11 Real estate agents and brokers will be required to provide clear and detailed information about the compensation
12 structures involved in a real estate transaction. The proposed settlement includes provisions to ensure that the
13 compensation of brokers is more transparent. These changes are designed to enhance your ability to make
14 informed decisions during your real estate transaction.

15
16 Except as set forth herein, the contractual obligations and conditions outlined in your: *(Check one)*
17 Exclusive Right to Sell Contract Exclusive Right to Sell Contract-Transaction Broker Exclusive
18 Agency Listing Contract are still valid and enforceable. This amendment is effective August 14, 2024, if SELLER
19 by that date has not executed a sale contract on the Property. The terms of the Contract between SELLER and
20 BROKER dated: _____ is hereby modified as follows:

21
22 **COMPENSATION TO BROKERS.**

23 SELLER acknowledges there are no standard compensation rates and the Compensation in this Contract is fully
24 negotiable and not set by law.

25
26 **A. COMPENSATION TO LISTING BROKER:** SELLER agrees to pay LISTING BROKER compensation which
27 shall be: _____

28
29
30 **Other Compensation:** _____ *(Check if applicable)*

31
32 The Compensation shall be due and payable if LISTING BROKER or anyone else produces or finds a
33 purchaser ready, willing, and able to purchase the Property at the price and terms offered now or at the
34 price and terms acceptable to SELLER at a later date. The Compensation is exclusively for LISTING
35 BROKER'S services and is not subject to sharing, splitting, or otherwise paying to a buyer's broker.
36 SELLER may negotiate to cover some or all of a buyer's broker fees, which must be included in a separate
37 contact, such as a real estate sale contract.

38
39 **B. COMPENSATION TO BUYER'S BROKER:** In addition to the compensation to LISTING BROKER, a seller
40 may agree, but is not required to pay the fees of a broker assisting a buyer. SELLER acknowledges that any
41 buyer's broker may represent the interests of buyers only. *(Check one):*

42
43 Seller is willing to compensate broker assisting buyer.
44 SELLER *(Check one):* authorizes does not authorize LISTING BROKER to disclose
45 SELLER'S willingness to compensate buyer's broker.

46
47 Seller is not willing to compensate broker assisting buyer.

48
49 **CAREFULLY READ THE TERMS HEREOF BEFORE SIGNING. WHEN SIGNED BY ALL PARTIES, THIS DOCUMENT**
50 **BECOMES PART OF A LEGALLY BINDING CONTRACT.**

51
52 _____
53 **BROKERAGE NAME** **DATE** **SELLER** **DATE**

54 _____
LICENSEE **DATE** **SELLER** **DATE**

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