



EXCLUSIVE AGENCY LISTING CONTRACT (Seller Permitted to Sell Directly)

1 **THIS CONTRACT** is made between _____
2 _____ (“SELLER” *Indicate Marital Status*)
3 and _____ (“BROKER” and “LISTING 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 sooner by BROKER. The Property is
12 offered for sale for the Purchase Price of \$ _____ on terms agreeable to SELLER. **SELLER**
13 **hereby warrants to BROKER that this is the one and only AGENCY in effect regarding the Property** and
14 SELLER has the capacity to convey title to the Property. BROKER and licensee(s) are licensed under the laws of the
15 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.

20
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 a showing occur prior to the MLS active date,
23 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.

25
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
29 Property Addendum (Land) should be used in conjunction with the Seller's Disclosure and Condition of Property
30 Addendum (Residential).

31
32 This Contract pertains to New Home Construction.

33
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.

- 37
38 **1. LISTING SERVICES.** SELLER authorizes BROKER to:
39 **a.** Cooperate with other brokers including brokers who have been employed as Buyer agents, subagents,
40 disclosed dual agents (*Missouri only*), transaction brokers, or designated agents, subject, where applicable,
41 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.** Disseminate data about the Property and other information relating to the Property supplied by, or on behalf
51 of SELLER, including creative works depicting the Property, such as virtual tours, images, and any textual
52 descriptions of the Property (collectively referred to as “Content”), to MLS participants, Subscribers and other
53 licensees or users of the MLS database compilation, or any other MLS in which BROKER participates, and to
54 further disseminate, or permit MLS or other MLS participants to disseminate such Content to potential
55 purchasers through websites on the Internet that are owned, operated or controlled by the MLS, KCRAR,

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56 other MLS participants, or such other entities with whom MLS may enter into license agreements authorizing
57 the dissemination or use of such Content.
58 e. Grant to the BROKER an irrevocable, perpetual, non-exclusive and fully sub-licensable and assignable right
59 (through multiple tiers) to use, reproduce, modify, adapt, publish, create derivative works from, distribute,
60 perform, and display any photographs, floor plans, architectural drawings, video images, sounds, or other
61 copyrightable material related to the Property ("Works"), and to incorporate any such Works (in whole or in
62 part) into other Works in any form, media, or technology now known or later developed
63 f. This non-exclusive license shall survive the termination of this Agreement for any reason whatsoever.
64 SELLER represents and warrants to BROKER that the license granted to BROKER for this listing Content
65 does not violate or infringe upon the rights, including any copyright rights, or any person or entity. SELLER
66 acknowledges and agrees that all listing content is owned exclusively by BROKER, and SELLER has no right,
67 title or interest in Content.

68
69 **2. SELLER AGREES TO:**

- 70 a. Refer any offer or inquiry regarding the Property that is received by SELLER from any cooperating broker or
71 as a result of BROKER marketing effort during the term of this Contract to BROKER.
72 b. Permit BROKER to place a "For Sale", "Sold", "Under Contract" or similar signage on the Property after a
73 Contract has been accepted by SELLER and to remove all other signs during the term of this Contract.
74 c. Allow BROKER to enter the Property at reasonable times for the purpose of inspection, preview, or to show
75 the Property to prospective purchasers or other brokers.
76 d. Furnish BROKER with a key to the Property, authorize the use of a "Lock Box" during the term of this
77 Contract and to hold BROKER, his agents, employees, cooperating brokers, their agents and employees, the
78 Heartland Multiple Listing Service, the Kansas City Regional Association of Realtors® free and harmless from
79 any loss or damage that might result from the use of such.
80 e. Allow BROKER to accept a deposit to be applied against the Purchase Price and to place that deposit into the
81 escrow account maintained by BROKER or other escrow agent until the Closing of the sale of the Property. If
82 the deposit is forfeited by the Buyer, _____% (zero (0) if left blank) of the deposit shall be retained by
83 BROKER, provided, however, that the amount retained shall not exceed the amount to which BROKER would
84 be entitled as a commission if the transaction had been consummated, and the balance of the deposit shall
85 be paid to SELLER.
86 f. Leave all utilities on at the Property during the term of this Contract or until Possession, whichever is later,
87 unless provided for otherwise in the Contract.
88 g. If applicable, upon closing reset to factory setting or provide codes and passwords for all electronic systems
89 or components at the PROPERTY, including those components controlled remotely.

90
91 **3. BROKER AGREES TO:**

- 92 a. Market the Property at BROKER'S cost and expense unless otherwise specifically agreed upon elsewhere in
93 this contract.
94 b. Perform the terms of this Contract, exercise reasonable skill and care for SELLER, and promote the interests
95 of SELLER with the utmost good faith, loyalty and fidelity **unless** acting as a transaction broker, or as a
96 disclosed dual agent (*Missouri only*).
97 c. Seek a price and terms acceptable to SELLER.
98 d. Provide, at a minimum, the following services:
99 1. Accept delivery of and present to SELLER all offers and counteroffers to sell Property;
100 2. Assist SELLER in developing, communicating, negotiating, and presenting offers, counteroffers, and
101 notices that relate to the offers and the counteroffers until a purchase agreement is signed and all
102 contingencies are satisfied or waived; and
103 3. Answer SELLER'S questions relating to the offers, counteroffers, notices, and contingencies.
104 e. Disclose to SELLER all adverse material facts actually known (or should have known, in Missouri) by
105 BROKER about Buyer.
106 f. Disclose to SELLER any facts known by BROKER which are omitted from or contradict any information
107 included in a written report prepared by a qualified third party.
108 g. Comply with all applicable federal, state, and local laws, rules and regulations, and ordinances, including fair
109 housing and civil rights statutes and rules and regulations.
110 h. Keep all information about SELLER confidential unless: disclosure is authorized under this Contract;
111 disclosure is required by statute, rule or regulation; failure to disclose would constitute a fraudulent
112 misrepresentation; or disclosure is necessary under applicable law to defend the affiliated licensee against an
113 action of wrongful conduct in an administrative or judicial proceeding or before a professional committee.

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- 114 i. Disclose to all prospective Buyers all adverse material facts actually known by the Transaction Broker,
- 115 including but not limited to:
- 116 1. any environmental hazards affecting the Property which are required by law to be disclosed;
- 117 2. the physical condition of the Property;
- 118 3. any material defects in the Property;
- 119 4. any material defects in the title to the Property;
- 120 5. any material limitation on SELLER'S ability to perform under the terms of the contract.
- 121 j. Assist with the Closing of the sale of the Property.
- 122 k. Account in a timely manner for all money and property received.

123
 124 BROKER shall not be obligated to continue to market the Property or present subsequent offers after an offer has
 125 been accepted by SELLER unless the sales Contract permits SELLER to continue to market the Property and
 126 consider other offers until Closing. **Notwithstanding the above, if the Property is in Missouri, all written offers**
 127 **MUST be presented regardless of whether the Property is subject to a sales contract.**
 128

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

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

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

136 _____

137
 138 **b. Other Offers (check one):**

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

142
 143 **5. SELLER'S DISCLOSURE AND CONDITION OF PROPERTY ADDENDUM ("Seller's Disclosure").** SELLER
 144 understands that the law requires disclosure of any material defects in the Property to prospective Buyers and that
 145 failure to do so may result in civil liability for damages. SELLER agrees to complete the Seller's Disclosure
 146 Statement to be provided to prospective Buyers and to update the disclosure statement at the request of
 147 BROKER, **or in the event of a material change in the condition of the Property. SELLER will provide all**
 148 **inspection reports, if any, and authorizes Licensee to disclose such reports** and warrants that there are no
 149 known defects in the Property except as will be indicated on the Seller's Disclosure Statement. SELLER agrees to
 150 hold BROKER, its affiliated licensees and employees, and all cooperating Brokers and their agents and employees
 151 harmless for any damages or civil or criminal actions, and all claims, demands, suits, losses or expenses (including
 152 reasonable attorney's fees) arising out of any misrepresentation, nondisclosure, or concealment by SELLER in
 153 connection with the sale of the Property including, without limitation, the inaccuracy of information provided by
 154 SELLER for the preparation of the listing data, contained in the Seller's Disclosure Statement, or otherwise
 155 provided or omitted in connection with the sale of the Property. SELLER agrees to thoroughly review the listing
 156 information prepared by BROKER and advise BROKER immediately of any errors or omissions, including but not
 157 limited to the age of the Property and size of the lot. SELLER agrees that SELLER will personally assume all
 158 responsibility for any claims made by a Buyer before or after possession with respect to any errors or omissions
 159 contained in the information provided to BROKER and the Buyer, and that BROKER shall not be responsible in
 160 any manner for any errors or omissions. If Property includes a residential dwelling built prior to 1978, SELLER is
 161 required to complete the federally mandated Lead Based Paint Disclosure Addendum.
 162

163 **6. LEGAL AND PROFESSIONAL ADVICE.** BROKER suggests SELLER seek legal, tax, and other professional
 164 advice relative to any real estate transaction. BROKER makes no representation or warranty respecting the
 165 advisability of any transaction. BROKER is not an expert in matters relating to law, tax, financing, surveying,
 166 structural or mechanical condition, hazardous material, engineering, or other specialized topics. SELLER is
 167 encouraged to seek expert help in such areas. BROKER will cooperate with experts engaged by SELLER, but
 168 BROKER shall have no liability to SELLER pertaining to such matters.
 169

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

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

- 189 • **Seller Agency.** A SELLER'S agent represents SELLER only, so the Buyer may be either unrepresented or
190 represented by another agent. The SELLER'S agent is responsible for performing the following duties:
191 promoting the interests of SELLER with the utmost good faith, loyalty, and fidelity; protecting SELLER'S
192 confidences, unless disclosure is required; presenting all offers in a timely manner; advising SELLER to
193 obtain expert advice; accounting for all money and property received; disclosing to SELLER all adverse
194 material facts about the Buyer that the agent knows; environmental hazards affecting the property that are
195 required to be disclosed; the physical condition of the property; any material defects in the property or in the
196 title to the property; any material limitation on SELLER'S ability to complete the contract. The SELLER'S
197 agent has no duty to: conduct an independent inspection of the property for the benefit of the Buyer;
198 independently verify the accuracy or completeness of any statement by SELLER or any qualified third party.
- 199 • **Transaction Broker. (Kansas and Missouri).** SELLER acknowledges that BROKER may have Buyer
200 clients who have retained BROKER to represent them in the acquisition of property. If one of these clients
201 becomes interested in making an offer on the Property, BROKER would be in the position of representing the
202 Buyer and SELLER in the same transaction. Unless designated agents have been appointed as provided
203 below, this representation would constitute a dual agency (**Missouri only**). With the informed consent of both
204 SELLER and the Buyer, BROKER may act as a Transaction Broker. As a Transaction Broker, BROKER
205 would assist the parties with the real estate transaction without being an agent or advocate for the interests of
206 either party. A Transaction Broker has the duty to perform the terms of any written or oral agreement made
207 with any party to the transaction; to exercise reasonable skill, care and diligence as a Transaction Broker,
208 including but not limited to: presenting all offers and counteroffers in a timely manner regardless of whether
209 the Property is subject to a Contract for sale or lease or a letter of intent; keeping the parties fully informed
210 regarding the transaction and suggesting that such parties obtain expert advice as to material matters about
211 which the Transaction Broker knows but the specifics of which are beyond the expertise of such broker;
212 accounting in a timely manner for all money and property received; disclosing to each party to the transaction
213 any adverse material facts of which the Transaction Broker has actual notice or knowledge; and assisting the
214 parties in complying with the terms and conditions of any Contract. The parties to a transaction brokerage
215 transaction shall not be liable for any acts of the Transaction Broker. The following information shall not be
216 disclosed by a Transaction Broker without the informed consent of the party or parties disclosing such
217 information to the BROKER: that a Buyer is willing to pay more than the Purchase Price offered for the
218 Property; that SELLER is willing to accept less than the asking price for the Property; what the motivating
219 factors are for any party buying, selling or leasing the property; that SELLER or a Buyer will agree to financing
220 terms other than those offered; any confidential information about the other party, unless disclosure of such
221 information is required by law, statute, rules or regulations or failure to disclose such information would
222 constitute fraud or dishonest dealing. (**A separate Transaction Broker Amendment must be signed by all
223 parties when this arrangement is used.**)
- 224 • **Subagency.** A Subagent is the agent of an agent. A Subagent owes the same obligations and
225 responsibilities as the agent.

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• **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; that a client will agree to financing terms other than those offered and/or the terms of any prior offers or counteroffers 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.
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, 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 agency.
- 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).

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282 **10. COMPENSATION TO BROKERS.** SELLER acknowledges there are no standard compensation rates and the
283 Compensation in this Contract is fully negotiable and not set by law.

284
285 a. **COMPENSATION TO LISTING BROKER:** SELLER agrees to pay LISTING BROKER compensation which
286 shall be: _____.

287
288 **Other Compensation:** _____ (check if applicable).
289

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

296
297 If SELLER, with no assistance or efforts from LISTING BROKER, or a broker cooperating with LISTING
298 BROKER, procures a buyer for the property, no compensation will be due to LISTING BROKER. SELLER will
299 notify LISTING BROKER in writing within 72 hours of acceptance of a bona fide offer to purchase Property
300 from such a buyer upon such notification, LISTING BROKER will cancel this Agency Contract and is thereby
301 released from further obligation with respect to this contract.

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

306
307 Seller is willing to compensate broker assisting buyer.
308 SELLER (Check one): authorizes does not authorize LISTING BROKER to disclose
309 SELLER'S willingness to compensate buyer's broker.

310
311 Seller is not willing to compensate broker assisting buyer.
312

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

316
317 c. **PROTECTION PERIOD:** If the Property is not sold during the term of this Contract but a sale is made directly
318 or indirectly within _____ calendar days after this Contract terminates to anyone whose name
319 BROKER has submitted to SELLER in writing prior to the expiration of this Contract, the Compensation and
320 Other Compensation is due and payable to BROKER. However, SELLER shall not be obligated to pay the
321 Compensation and Other Compensation if a valid Agency Contract is entered into during such period with
322 another licensed real estate broker and the sale of the Property is made during such period, **unless said**
323 **exclusions have been added to a subsequent Agency Contract.** The terms "purchase" and "sale" as
324 used herein shall include any agreement to transfer all or a substantial part of SELLER'S interest in the
325 Property, including a Contract for deed, a Contract for sale, a lease, a lease/option Contract, and a shared
326 equity Contract.

327
328 **11. TITLE INSURANCE.** SELLER has been informed of SELLER'S responsibility to provide the Buyers of the Property
329 with evidence of clear title as required by the sales Contract. SELLER authorizes BROKER to order title evidence
330 through _____.

331 Title to the Property is vested in the name(s) of: _____
332 _____
333 _____
334 _____ (including but not limited to marital status, trust documents, LLC).
335

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

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340 plan. The program was explained to SELLER and SELLER (**Check one**):
 341 agrees to purchase a home warranty at a cost not to exceed \$ _____, from _____
 342 _____ (vendor) to be paid at Closing. (A separate application defining the
 343 coverage of the program may be signed at the time this listing is executed, and BROKER may receive a fee
 344 from the warranty company to cover processing and administration of the plan.)
 345 does not agree to purchase a home warranty.

346
 347 **13. NOTICE TO SELLERS WHO ARE FOREIGN PERSONS.** A SELLER who is a foreign person should consult an
 348 attorney or accountant familiar with the Foreign Investment in Real Property Tax Act (FIRPTA) before entering
 349 into negotiations or contracts for the sale of property.

350
 351 **14. FRANCHISE DISCLOSURE.** (check if applicable) BROKER is a member of a franchise and pursuant to the
 352 terms of its franchise agreement, the franchisor has no legal liability for the actions of BROKER, despite its use of
 353 franchisor's trade or insignia.

354
 355 **15. CYBER AWARENESS.** As a SELLER involved in a real estate transaction where money is changing hands,
 356 SELLER may be a potential target for cyber-criminals. Always contact the closer directly before wiring any money.

357
 358 **16. ADDITIONAL TERMS AND CONDITIONS, IF ANY:** _____
 359 _____
 360 _____
 361 _____
 362 _____

363
 364 **CAREFULLY READ THE TERMS HEREOF BEFORE SIGNING. WHEN SIGNED BY ALL PARTIES,**
 365 **THIS DOCUMENT BECOMES PART OF A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD,**
 366 **CONSULT AN ATTORNEY BEFORE SIGNING.**

367
 368 **All parties agree that this transaction can be conducted by electronic means, including email, according to**
 369 **the Uniform Electronic Transaction Act as adopted in Kansas and Missouri.**

370
 371
 372
 373 **BROKERAGE** _____ **SELLER** _____ **DATE** _____
 374
 375
 376 **LISTING AGENT** _____ **DATE** _____ **SELLER** _____ **DATE** _____
 377
 378
 379 _____
 380 **SELLER ADDRESS**
 381 _____
 382 **SELLER CITY, STATE, ZIP**
 383 _____
 384 **SELLER PHONE**
 385 _____

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 Addendum (**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 July 2024. All previous versions of this document may no longer be valid. Copyright August 2024.