



EXCLUSIVE RIGHT TO SELL CONTRACT (Transaction Broker)

1 **THIS CONTRACT** is made between _____
 2 _____ (“SELLER” *Indicate Marital Status*)
 3 and _____ (“BROKER” or “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 _____ and ending at 11:59 p.m. on _____
 11 inclusive unless terminated by BROKER. The Property is offered for sale for the Purchase Price of
 12 \$ _____ on terms agreeable to SELLER. **SELLER hereby warrants to BROKER that this**
 13 **is the one and only Right to Sell contract in effect regarding the Property** and SELLER has the capacity to
 14 convey merchantable title to the Property upon closing. BROKER and Licensee(s) are licensed under the laws of the
 15 state in which the Property is located.

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 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.

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 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 SELLER agree to a showing prior to the MLS active
 23 date, 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.

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

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 32 This Contract pertains to New Home Construction.

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 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.

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 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, 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
 48 at which the property sold, to the MLS for dissemination to MLS participants, subscribers, and other
 49 licensees 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
 53 other licensees or users of the MLS database compilation, or any other MLS in which BROKER participates,
 54 and to further disseminate, or permit MLS or other MLS participants to disseminate such Content to

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55 potential purchasers through websites on the Internet. Further, the BROKER is authorized to otherwise
56 advertise the Property in any manner deemed appropriate by the BROKER, including but not limited to
57 advertising on the Internet, virtual tours, websites, trade journals and any other medium, and
58 communications via e-mail and facsimile. Notwithstanding, any of the above, SELLER reserves the right to
59 opt-out of internet advertising and advertising on other BROKERS' websites by completing a separate "Opt-
60 Out" form.

- 61 e. 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 f. 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
68 not 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
70 right, 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 commission if the transaction had been consummated, and the balance of the deposit shall be
90 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
99 of 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
101 Property has been accepted by SELLER. Backup showings may continue at the BROKER'S discretion until
102 Closing, or until SELLER notifies BROKER to discontinue showings.

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104 **3. BROKER TO FUNCTION AS A TRANSACTION BROKER.** BROKER will act as a Transaction Broker and **will**
105 **not be an agent or advocate of SELLER or Buyer.** The BROKER will exercise reasonable skill and care,
106 including but not limited to:

- 107 a. Provide, at a minimum, the following services:
 - 108 1. Accept delivery of and present to SELLER all offers and counter offers to sell Property;
 - 109 2. Assist SELLER in developing, communicating, negotiating, and presenting offers, counter offers, and
110 notices that relate to the offers and the counter offers until a purchase agreement is signed and all

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contingencies are satisfied or waived; and

3. Answer SELLER'S questions relating to the offers, counter offers, notices, and contingencies

b. 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 sales contract.**

4. BROKER AGREES TO:

- a. Market the Property at BROKER'S cost and expense unless otherwise specifically agreed upon elsewhere in this contract.
- b. Disclose to the SELLER all adverse material facts actually known (or should have known, in Missouri) by the BROKER about the Buyer, including but not limited to material facts concerning the Buyer's financial ability to perform the terms of the transaction.
- c. Disclose to Buyer and SELLER facts known by BROKER, related to the physical condition of the Property, which are omitted from or contradict information included in a written report that has been prepared by a qualified third party and provided to a Buyer or SELLER.
- d. Comply with all requirements of the Brokerage Relationships in the Real Estate Transactions Act of Kansas (if the Property is located in Kansas) and comply with any applicable federal, state and local laws, rules and regulations and ordinances, including fair housing and civil rights statutes and rules and regulations.
- e. 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.
- f. 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 the SELLER'S ability to perform under the terms of the Contract.
- g. Assist the parties in complying with the terms and conditions of any contract including Closing the transaction.
- h. Keep the parties fully informed regarding the transaction.
- i. Account in a timely manner for all money and property received.
- j. Not disclose the following information without the consent of all parties to the transaction:
 - 1. That a Buyer is willing to pay more than the Purchase Price offered for the Property;
 - 2. That SELLER is willing to accept less than the asking price for the Property;
 - 3. What the motivating factors are for any party buying or selling the Property;
 - 4. That SELLER or Buyer will agree to financing terms other than those offered; or
 - 5. Any information or personal confidences about a party to the transaction which might place the other party at an advantage over the party unless the disclosure is required by law or failure to disclose such information would constitute fraudulent misrepresentation.

BROKER suggests that all parties obtain expert advice as to material matters about which the BROKER knows but the specifics of which are beyond the expertise of the BROKER. When the parties have been so advised, no cause of action for any person shall arise against the BROKER pertaining to such material matters. BROKER owes no duty to conduct an independent inspection of the Property for the benefit of any party to the transaction; to independently verify the accuracy or completeness of statements made by the SELLER, Buyer or qualified third party inspectors; to conduct an independent investigation of the Buyer's financial condition; or to verify the accuracy or completeness of any statement made by the Buyer.

5. 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:

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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.

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

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

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

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

- **SELLER Agency.** A SELLER'S agent represents SELLER only, so the Buyer may be either unrepresented or represented by another agent. The SELLER'S agent is responsible for performing the following duties: promoting the interests of SELLER with the utmost good faith, loyalty, and fidelity; protecting SELLER'S confidences, unless disclosure is required; presenting all offers in a timely manner; advising the SELLER to obtain expert advice; accounting for all money and property received; disclosing to SELLER all adverse material facts about the Buyer that the agent knows; disclosing to the Buyer environmental hazards affecting the Property that are required to be disclosed; the physical condition of the Property; any material defects in the Property or in the title to the Property or any material limitation on SELLER'S ability to complete the

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inspection of the Property for the benefit of the Buyer or to independently verify the accuracy or completeness of any statement by the SELLER or any qualified third party.

- **Transaction Broker. (Kansas and Missouri).** SELLER acknowledges that BROKER may have Buyer clients who have retained BROKER to represent them in the acquisition of property. If one of these clients becomes interested in making an offer on the Property, BROKER would be in the position of representing the Buyer and SELLER in the same transaction. Unless designated agents have been appointed as provided below, this representation would constitute a dual agency (**Missouri only**). With the informed consent of both SELLER and the Buyer, BROKER may act as a Transaction Broker. As a Transaction Broker, BROKER would assist the parties with the real estate transaction without being an agent or advocate for the interests of either party. A Transaction Broker has the duty to perform the terms of any written or oral agreement made with any party to the transaction; to exercise reasonable skill, care and diligence as a Transaction Broker, including but not limited to: presenting all offers and counter offers in a timely manner regardless of whether the Property is subject to a Contract for sale or lease or a letter of intent; keeping the parties fully informed regarding the transaction and suggesting that such parties obtain expert advice as to material matters about which the Transaction Broker knows but the specifics of which are beyond the expertise of such broker; accounting in a timely manner for all money and property received; disclosing to each party to the transaction any adverse material facts of which the Transaction Broker has actual notice or knowledge; and assisting the parties in complying with the terms and conditions of any Contract. The parties to a transaction brokerage transaction shall not be liable for any acts of the Transaction Broker. The following information shall not be disclosed by a Transaction Broker without the informed consent of the party or parties disclosing such information to the BROKER: 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 party buying, selling or leasing the Property; that SELLER or a Buyer will agree to financing terms other than those offered; any confidential information about the other party, unless disclosure of such information is required by law, statute, rules or regulations or failure to disclose such information would constitute fraud or dishonest dealing. (**A separate Transaction Broker Amendment must be signed by all parties when this arrangement is used.**)
- **Subagency.** A Subagent is the agent of an agent. A Subagent owes the same obligations and responsibilities as the agent.
- **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 the SELLER and a Buyer and shall have the duties of a 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 counter offers 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 the 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.

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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, 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.

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 contract, such as a real estate sale contract.

b. COMPENSATION TO BROKER ASSISTING BUYER: 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 BROKER has submitted to SELLER in writing prior to the expiration of this Contract, the Compensation and Other Compensation is 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

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344 "purchase" and "sale" as used herein shall include any agreement to transfer all or a substantial part of SELLER'S
345 interest in the Property, including a Contract for deed, a Contract for sale, a lease, a lease/option Contract, and a
346 shared equity Contract.
347

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

351 Title to the Property is vested in the name(s) of: _____

352 _____

353 _____

354 _____ (including but not limited to marital status, trust documents, LLC).
355

356 **12. LIMITED HOME WARRANTY.** If applicable, it is suggested that SELLER consider the purchase of a home
357 warranty plan for the Property which may increase the Property's marketability and reduce SELLER'S risk. A
358 home warranty plan is a limited service contract covering repair or replacement of the working components of the
359 Property for a minimum of one (1) year from the Closing Date subject to the terms and conditions of the individual
360 plan. The program was explained to SELLER and SELLER (**Check one**):

361 agrees to purchase a home warranty at a cost not to exceed \$ _____, from _____

362 _____ (vendor) to be paid at Closing. (A separate application defining the
363 coverage of the program may be signed at the time this listing is executed, and BROKER may receive a fee
364 from the warranty company to cover processing and administration of the plan.)

365 does not agree to purchase a home warranty.
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367 **13. NOTICE TO SELLERS WHO ARE FOREIGN PERSONS.** A Seller who is a foreign person should consult an
368 attorney or accountant familiar with the Foreign Investment in Real Property Act (FIRPTA) before entering into
369 negotiations or contracts for the sale of property.
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371 **14. FRANCHISE DISCLOSURE.** (check if applicable) BROKER is a member of a franchise and pursuant to the
372 terms of its franchise agreement, the franchisor has no legal liability for the actions of BROKER, despite its use of
373 franchisor's trade or insignia.
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375 **15. CYBER PROTECTION.** As a SELLER involved in a real estate transaction where money is changing hands,
376 SELLER may be a potential target for cyber-criminals. Always contact the closer directly before wiring any money.
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378 **16. OTHER TERMS AND CONDITIONS, IF ANY:**

379 _____

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384 **CAREFULLY READ THE TERMS HEREOF BEFORE SIGNING. WHEN SIGNED BY ALL PARTIES,**
385 **THIS DOCUMENT BECOMES PART OF A LEGALLY BINDING CONTRACT.**
386 **IF NOT UNDERSTOOD, CONSULT AN ATTORNEY BEFORE SIGNING.**
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388 **All parties agree that this transaction can be conducted by electronic means, including email, according to**
389 **the Uniform Electronic Transaction Act as adopted in Kansas and Missouri.**
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392 **BROKERAGE** _____ **SELLER** _____ **DATE** _____

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394 **LICENSEE ASSISTING SELLER** _____ **DATE** _____ **SELLER** _____ **DATE** _____

SELLER ADDRESS

SELLER CITY, STATE, ZIP

SELLER PHONE # _____ SELLER EMAIL

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.