

Authorization to Show Property

This document has legal consequences. If you do not understand it, consult your attorney.

Instructions: *This form is for use when the property is not listed, and the Owner is not willing to list or market the property, but would consider an offer to buy, lease, or negotiate potential terms. It does not involve cooperation with other brokers. A Real Estate is prohibited from showing a property to a potential buyer without prior approval from the Owner, as this would violate the Missouri Real Estate Commission's Rules and Regulations. Once the necessary authorization is obtained, the Real Estate can inform the Owner of the prospective buyers' names. Any prospects who view the property should be documented in writing with the Owner. Although it is not mandatory, a Prospective Purchaser Form (MSC-4035) is available for this purpose.*

NOTE: *The amount or rate of compensation for a broker (including any shared compensation) is not established by law and can be negotiated.*

The undersigned ("**Owner**"), as sole owner(s) or authorized representative(s) of all property owners, for the property located at:

Street Address City MO Zip Code County

(the "Property"), hereby authorizes the Real Estate below and its affiliated licensees to show the Property to potential buyers or tenants, for a period of _____ days (not exceeding thirty (30) days) from the Effective Date (the "**Authorization Period**"), after which this Authorization to Show Property ("**Authorization**") will expire.

This Authorization does not allow for media advertising or the placement of signs on the Property. The Owner confirms to the Real Estate that, as of this date, the Property is not under an exclusive right to sell or lease or an exclusive agency/brokerage listing agreement with any other real estate broker.

SELLER'S ASKING PRICE: \$ _____ **LEASE AMOUNT:** \$ _____

TERMS: _____

The Owner agrees that if the Property is sold or leased by the Owner during the Authorization Period or within _____ days after its expiration (the "**Protection Period**") to a prospect introduced to the Property by the Real Estate or any of its affiliated licensees, then Owner will pay Real Estate compensation of _____ (specify % of sale price or specific dollar amount) or _____ (specify % of option/lease payments or specific dollar amount) to be paid in cash at closing, unless stated herein. This compensation clause will not apply if the Owner lists the Property under an exclusive right to sell or lease or an exclusive agency/brokerage listing agreement with another licensed real estate broker, and the sale or lease occurs during the Protection Period, with the Owner paying the new listing broker compensation at the closing of the sale or lease. The Real Estate is authorized to provide lease or sales data to the local Board of Real Estate, their members, appraisers, and other professional users of real estate sales data. If the transaction does not close due to the fault of the buyer/lessee, any net damages received by the Owner from the buyer/lessee shall be divided equally between the Owner and Real Estate as liquidated damages and in place of further compensation; however, the Real Estate shall not receive more than the amount agreed upon herein for brokerage services. If the transaction does not close due to the fault of the Owner, the compensation agreed upon shall become immediately due and payable.

This Authorization does not establish an agency relationship between the Owner and Real Estate, nor does it create an exclusive right to sell or lease or an exclusive agency/brokerage. The Owner is free to work with other brokers or individuals who have not been introduced to the Property by the Real Estate. Under this Authorization, the Real Estate may act as a buyer's or tenant's agent, or as a transaction broker.

The Owner acknowledges receiving a Missouri Real Estate Commission Broker Disclosure Form on or before the date hereof, or when the Real Estate first collects any personal or financial information from the Owner, whichever occurs first.

Signatures. This Authorization may be signed in multiple counterparts, each considered an original, but together they will form a single, binding legal instrument. For the purpose of executing this Authorization, a document signed and/or transmitted by any electronic means recognized as valid under the Missouri Uniform Electronic Transactions Act, including but not limited to facsimile, digital signature, or a scanned image (e.g., a PDF via email), will be treated as an original signature and document. Upon request, any party will promptly confirm facsimile or scanned image signatures by signing an original document in person at a designated location.

(**Check Box only if applicable**) By checking this box, the Owner and Real Estate explicitly acknowledge and agree that modifications to this Contract may be made by the individuals identified below through email correspondence sent to and from their respective email addresses listed below.

Special Agreements: _____

The "**Effective Date**" shall be the date of final acceptance hereof, as indicated by the date of the last party to sign this Authorization, or (specify if different) _____. Owner acknowledges receipt of one copy of this Authorization.

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Owner **Date**
Email Address: _____

Owner **Date**
Email Address: _____

agents Firm Name
By _____
Date
Email Address: _____

TRANSACTION BROKER'S DUTIES AND OBLIGATIONS (§ 339.755, R.S.Mo.)

1. A real estate licensee may offer real estate services to any party in a potential transaction without establishing an agency or fiduciary relationship with one or more parties involved. This type of licensee is referred to as a transaction broker.
2. A transaction broker shall have the following responsibilities and duties:
 - (A) To fulfill the terms of any written or oral agreement made with any party involved in the transaction;
 - (B) To exercise reasonable skill, care, and diligence as a transaction broker, including but not limited to:
 - (i) Presenting all written offers and counteroffers promptly, regardless of whether the property is under a contract for sale or lease, or a letter of intent, unless otherwise specified in the agreement with the party;
 - (ii) Informing the parties about the transaction and recommending that they seek expert advice on important matters that the transaction broker is aware of but which fall outside the broker's area of expertise;
 - (iii) Accounting for all money and property received in a timely manner;
 - (iv) To inform each party involved in the transaction of any negative material facts that the licensee is actually aware of knowledge;
 - (v) Assisting the parties in complying with the terms and conditions of any contract;
 - (vi) The parties in a transaction brokerage agreement shall not be held responsible for actions by the transaction broker.
3. A transaction broker shall not disclose the following information without the informed consent of the party or parties providing it to the broker:
 - (A) That a buyer or tenant is prepared to offer more than the purchase price or lease rate proposed for the property;
 - (B) That a seller or landlord is willing to accept less than the listed price or lease rate for the property;
 - (C) The motivating factors for any party involved in buying, selling, or leasing the property;
 - (D) That a seller or buyer will accept financing terms different from those offered;
 - (E) Any confidential information about the other party, unless disclosure is required by law, statute, rules, or regulations, or failing to disclose such information would lead to fraud or dishonest dealings.
4. A transaction broker is not obligated to perform an independent inspection or investigation for material facts on behalf of the parties.
5. A transaction broker has no duty to investigate the buyer's financial condition independently.
6. A transaction broker may take the following actions without violating any obligation or responsibility:
 - (A) Present alternative properties not owned by the seller or landlord to a potential buyer or tenant;
 - (B) List competing properties for sale or lease;
 - (C) Display properties that the buyer or tenant is interested in to other potential buyers or tenants;
 - (D) Act as a single agent, subagent, designated agent or broker, limited agent, or disclosed dual agent for the same or different parties in other real estate transactions.
7. In a transaction broker relationship, each party and the transaction broker, including all individuals within an entity acting as the transaction broker if the broker is an entity, are considered to have only actual knowledge and information. There is no assumption of knowledge or information by law between any party and the transaction broker or between any party and any person within the entity acting as the transaction broker if the broker is an entity.
8. A transaction broker may legally work alongside other licensed brokers, and doing so does not establish any agency or subagency relationship.
9. This section does not prevent a transaction broker from serving as a single limited agent, dual agent, or subagent for either a buyer or seller, provided that all disclosure requirements related to such representation are properly fulfilled.
10. This section does not change or remove a broker's responsibility for the behavior and actions of any licensee working under their license, as outlined within this section.
11. A transaction broker shall:
 - (A) Follow all relevant provisions outlined in sections 339.710 through 339.860, subsection 2 of section 339.010, along with any rules and regulations issued under those sections; and
 - (B) Abide by all relevant federal, state, and local laws, rules, regulations, and ordinances, including those related to fair housing and civil rights.