

# Buyer's Exclusive Agency Contract

*This document carries legal implications. If unclear, seek guidance from your attorney.*

1 \_\_\_\_\_ (whether one or more "Buyer"),  
2 appoints (*Insert Brokerage Co. name*) \_\_\_\_\_ ("Real Estate")  
3 to serve as the sole exclusive agent for Buyer in advertising, showing, and securing the following types of real estate:  
4 (*check one [1] or more of the following*)

5  commercial  residential  rental  farm  vacant land or  other: \_\_\_\_\_

6 \_\_\_\_\_ For acquisition by the Buyer during the Agency  
7 Period. The 'Agency Period' starts on the Effective Date of this Agency Contract and ends either: (1) at 11:59 p.m.  
8 on the day of \_\_\_\_\_, 20\_\_\_\_ (along with any written extension thereof),  
9 or (2) when the Buyer closes on a property obtained through this Agency Contract, whichever occurs first, unless  
10 otherwise stated herein.

11 In this Agency Contract, the terms 'acquire' or 'acquisition' refer to any purchase, option, exchange, lease of property,  
12 or an agreement to do so. The Buyer acknowledges that the Real Estate diligent and consistent efforts, including time  
13 and money spent on advertising, co-brokers, or other methods, shall serve as valid and sufficient consideration for  
14 this Agency Contract. The Buyer will direct all inquiries and prospects received during the Agency Period, from any  
15 source, to the Real Estate professional to prevent any confusion over the agency relationship and avoid  
16 misunderstandings regarding compensation liability.

17 **DISCLOSURE AUTHORIZATIONS.** Buyer (*check one*)

18 **Motivating Factors.**  DOES  DOES NOT Allow the Real Estate to disclose the following key motivating factors  
19 for the Buyer in purchasing or leasing property: \_\_\_\_\_

20 **CURRENT EXCLUSIVE REPRESENTATION AGREEMENT.** Buyer (*check one*)

21  IS  IS NOT a party to an exclusive buyer's representation agreement. If the Buyer is part of an exclusive  
22 buyer's representation agreement, such agreement will terminate on (date) \_\_\_\_\_.

23 **BROKER COMPENSATION, COOPERATION, AND SHARED FEES.**

24 **Note: The amount or rate of broker compensation (including shared compensation) is not established by law**  
25 **and is negotiable. Additionally, the Real Estate is prohibited from accepting compensation exceeding the**  
26 **amount the Buyer has agreed to pay under this Agency Contract.**

27 (*Check and complete all that apply*)

28  (1) **Retainer Fee:**

29 The Buyer shall pay the Real Estate a nonrefundable 'Retainer Fee' as partial compensation, in the amount of (insert  
30 dollar amount) \$ \_\_\_\_\_ for services provided under this agreement, regardless of whether or not a  
31 property is acquired by the Buyer.

32 The Retainer Fee (*check one*)  WILL  WILL NOT be applied as a credit toward any other compensation owed to  
33 the Real Estate for services provided under this agreement, if a property is acquired by the Buyer under this Agency  
34 Contract.

35 The Retainer Fee shall be due and payable to the Real Estate (*check and complete all applicable options*):

36  on the Effective Date of this Agency Contract  
37  within \_\_\_\_\_ days after the Effective Date of this Agency Contract  
38  other: \_\_\_\_\_

39  (2) **Compensation and Shared Compensation:**

40 The Buyer shall pay the Real Estate as 'Compensation' for services rendered under this agreement if, during the term  
41 of this Agency Contract, the Buyer enters into a contract to acquire any type of real estate mentioned above, whether  
42 through the Real Estate services or otherwise. (*Check and complete all applicable options*):

43  A fee in the amount of \$ \_\_\_\_\_  
44  A fee in the amount of \_\_\_\_\_ % of the sale price  
45  Other: \_\_\_\_\_

46 The Buyer understands that the Real Estate will make efforts to collect part or all of the compensation owed to the  
47 Real Estate from the seller or listing broker ("**Shared Compensation**") and consents to the Real Estate taking such  
48 action.

49 Any compensation provided to the Real Estate by the seller or listing broker will be applied as a credit toward the  
50 compensation owed to the Real Estate under this Agency Agreement. The Real Estate will fully disclose to the Buyer  
51 any amounts received from the seller or listing broker.

52 If the Real Estate is unable to receive all or part of the compensation owed by the seller or listing broker, the Buyer  
53 will still be responsible for paying the Real Estate any compensation specified in this agreement.

54 The Buyer grants permission to the Real Estate or its representatives to collaborate with and provide compensation  
55 to other brokers operating under any brokerage relationship outlined in Sections 339.710 to 339.860, RSMo.,  
56 including, but not limited to, seller's agents and transaction brokers.

57  **(3) Other Compensation:** *Check this box and fill in the details below only if the Real Estate is charging any*  
58 *additional compensation. The Buyer acknowledges that they are solely responsible for paying any additional*  
59 *compensation to the Real Estate.*

60 Buyer agrees to pay Real Estate Other Compensation (*check and complete all that apply*):

61  A fee in the amount of \$ \_\_\_\_\_ due and payable: \_\_\_\_\_

62  Other (*attach additional pages if necessary*): \_\_\_\_\_

63 **PROTECTION PERIOD:**

64 This Agency Agreement shall also apply to property shown or described to the Buyer by any party during the Agency  
65 Period, if the Buyer enters into a contract within that period \_\_\_\_\_ days after the Agency Period expires (the  
66 "**Protection Period**"). The Protection Period applies only if the Real Estate has provided the Buyer with written notice,  
67 including the names of prospective sellers or property addresses, before or at the time of the Agency Period's  
68 expiration. It is understood that the Real Estate presentation of a listing during the Agency Period will serve as  
69 sufficient notice for the identified subject property.

70 However, the Buyer will not be required to pay any compensation to the Real Estate if a valid new exclusive buyer  
71 agency contract is signed with another licensed real estate broker during the Protection Period, a subject property is  
72 acquired within that period, and the new broker receives compensation at the closing of the acquisition. Any obligation  
73 to pay the Real Estate compensation or the Retainer Fee under this Agreement will remain in effect after its  
74 termination.

75 **NONPERFORMANCE OR TERMINATION:**

76 If a contract is not closed due to the seller's nonperformance or is terminated because of a failed contingency or a  
77 defect in the owner's title, the Real Estate shall keep the Retainer Fee that is due and payable but will not receive  
78 any other agreed-upon compensation. The Buyer agrees that their failure to close the contract for reasons other than  
79 those outlined in this paragraph will not affect the Real Estate right to the Retainer Fee or any other compensation.

80 **CONSENT TO BROKERAGE RELATIONSHIPS:**

81 **A. Buyer's Limited Agency as Starting Point; Effect of In-House Sales.** Under this Agency Agreement,  
82 the Real Estate will initially act as the Buyer's limited agent, with the duties and responsibilities of a buyer's limited  
83 agent as defined by Missouri law, as outlined below following the parties' signatures. However, the Buyer  
84 acknowledges that, from time to time, a prospective seller may hire the Real Estate to act in various capacities,  
85 depending on the brokerage relationships allowed by the Real Estate company policy and guidelines. The following  
86 subsections outline specific situations where Missouri law may allow or require a change in the Real Estate brokerage  
87 relationship with the Buyer to a different type of relationship. Each subsection must be completed. Any conversion to a  
88 different brokerage relationship must be disclosed at the time it occurs, in accordance with rules or regulations.

89 **The following must be completed only if the designated agency is granted permission as outlined above.**  
90 Real Estate appoints the following affiliated licensee(s) as designated agent(s) to represent the Buyer, excluding all  
91 other affiliated licensees.

92 \_\_\_\_\_

93 \_\_\_\_\_

94 By: \_\_\_\_\_ Date: \_\_\_\_\_

95 **Designated Broker (or office manager/supervising broker)**

96 **B. Conversion to Dual Agency when Real Estate is Hired by Seller to Act as Seller's Agent.** If a  
97 prospective seller has hired Real Estate to serve as the seller's agent. Missouri law allows Real Estate to show the  
98 Property and represent the seller as a dual agent, representing both the Buyer and the seller, with the written consent  
99 of all parties. In this case, Real Estate may act as a dual agent, with the duties and responsibilities outlined under  
100 Missouri law, as stated below after the parties' signatures.

101 **Does the Buyer agree to Real Estate representing both the seller and Buyer as a dual agent?** (Check one):  
102  Yes  No  Not applicable, as dual agency is not permitted under Real Estate company policy.

103 **C. Designated Agents for Seller and Buyer; Potential Shift to Dual Agency or Transaction Broker**  
104 **Relationship.** Missouri law allows Real Estate to appoint one or more licensees affiliated with Real Estate as  
105 designated agent(s) to represent the Buyer as limited agent(s), excluding all other affiliated licensees.

106 **Does the Buyer agree to Real Estate appointment of designated agent(s)?** (Check one):

107  Yes  No  Not applicable, as designated agency is not permitted under Real Estate company policy.  
108 An individual broker, designated broker, or office manager/supervising broker affiliated with Real Estate shall not  
109 be deemed a dual agent or transaction broker solely because they have appointed one or more affiliated licensee(s)  
110 to represent the Buyer, excluding all other affiliated licensees of Real Estate; however, any licensee who personally  
111 represents both the Buyer and the seller in the same transaction shall be considered a dual agent or transaction  
112 broker. Additionally, if a broker oversees the licensees representing both sides of a transaction, they will become  
113 a dual agent or a transaction broker once they receive confidential information from either party involved or are  
114 consulted by any licensee in the transaction. Similarly, if the broker supervises the licensee representing one side of  
115 the transaction while personally representing or assisting the other side, the broker will act as a dual agent or  
116 transaction broker. In such cases, the broker or licensee must adhere to the regulations governing dual agents or  
117 transaction brokers according to Missouri law, as outlined after the parties' signatures below.

118 **D. Change to Transaction Brokerage When the Real Estate Is Hired by the Seller to Serve as the Seller's**  
119 **Agent or Transaction Broker.** If a seller has hired the listing agent to serve as the seller's agent or transaction  
120 broker, Missouri law allows the real estate agent to show the property and assist the seller as a transaction broker,  
121 aiding both the buyer and the seller without establishing an agency relationship with either, provided all parties give  
122 written consent. In this situation, the real estate agent may act as a transaction broker, fulfilling the duties and  
123 responsibilities of a transaction broker under Missouri law, as detailed below after the parties' signatures. Note: If the  
124 real estate agent wishes to switch to transaction brokerage but the Buyer does not consent to this change, the real  
125 estate agent may withdraw from representing the Buyer without liability. This withdrawal will not affect the real estate  
126 agent's ability to continue representing the other client in the transaction or prevent the real estate agent from  
127 representing the Buyer in future transactions not involving transaction brokerage.

128 **Does the Buyer agree to Real Estate assisting both Buyer and seller as a transaction broker?** (Check one):  
129  Yes  No  Not applicable, as transaction brokerage is not offered under the Real Estate company policy.

130 **E. Designated Transaction Broker for Seller and Buyer.** Missouri law allows the Real Estate to designate  
131 one or more licensees affiliated with them as transaction broker(s) to assist the Buyer without establishing an agency  
132 relationship, excluding all other affiliated licensees.

133 **Does Buyer consent to Real Estate appointment of designated transaction broker(s)?** (Check one):  
134  Yes  No  Not applicable, as designated transaction brokerage is not offered under Real Estate policy.

135 **BUYER'S OBLIGATIONS TO Real Estate:**

136 Buyer agrees that Buyer shall:

137 **(1) Exclusive Dealings:** Work exclusively with Real Estate during the Agency Period. Buyer will not  
138 communicate directly or indirectly with any seller or seller's representative introduced by Real Estate or with whom  
139 Real Estate has previously negotiated for the purchase, option, exchange, or lease of real estate on behalf of Buyer,  
140 unless authorized in writing.

141 **(2) Supply Information:** Comply with the reasonable requests of Real Estate to provide any financial  
142 or personal data necessary to fulfill the terms of this Agency Contract.

143 **(3) Availability:** Be available during Real Estate working hours to view properties.

144 **(4) Consultation:** Consult with Real Estate before visiting any homes for sale or contacting any other broker  
145 representing sellers to avoid confusion over the agency relationship and misunderstandings about liability for  
146 Compensation.

## GENERAL CONDITIONS

150 Buyer and Real Estate agree:

151 **(1) Equal Opportunity:** Homes will be presented and accessible to the Buyer regardless of race, color, religion,  
152 sex, disability, family status, national origin, sexual orientation, or gender identity, in full compliance with all applicable  
153 fair housing laws at the local, state, and federal levels.

154 **(2) Notice of Intended Sale:** If construction has been done on the property, the rights of those who provided  
155 labor or materials may be impacted under §429 RSMo. If the property owner does not properly post and file a timely  
156 "notice of intended sale," it could influence lien rights and may limit the Buyer's ability to obtain mechanic's lien  
157 protection in their title insurance policy.

158 **(3) Legal and Professional Advice:** The Real Estate recommends that the Buyer obtain legal, tax, and other  
159 professional advice regarding any real estate transaction. The Real Estate does not guarantee or provide advice  
160 on the suitability of any transaction and is not qualified to advise on legal, tax, financial, structural, mechanical,  
161 environmental, engineering, or similarly specialized matters. Buyers are strongly encouraged to consult appropriate  
162 professionals in all such areas. While the Real Estate will work cooperatively with any experts the Buyer hires, the  
163 Real Estate assumes no responsibility or liability for those matters, including but not limited to inspections or property  
164 measurements.

165 **(4) Default/Remedies.** If the Buyer breaches this Agency Agreement or if the Real Estate must hire legal  
166 counsel to enforce any of its terms, then—without limiting any other rights or remedies available under this contract  
167 or by law—the Real Estate has the right to recover all legal costs and expenses incurred, including reasonable  
168 attorney's fees and court costs. This section will remain in effect even after the agreement expires or is terminated  
169 early.

170 **(5) Other Provisions:** \_\_\_\_\_  
171 \_\_\_\_\_  
172 \_\_\_\_\_

173 This Agency Agreement shall be binding on the parties involved, their heirs and representatives.  
174 Buyer acknowledges that coming into contact with individuals or surfaces—such as during interactions with real  
175 estate agents, inspectors, appraisers, contractors, property owners, occupants, or others involved in the sale, lease,  
176 or purchase of real estate—carries inherent risks of exposure to infectious agents (e.g., flu or COVID-19), which  
177 could lead to illness, long-term health effects, or even death. Buyer further recognizes that it is not possible to screen  
178 or oversee all individuals involved. Therefore, Buyer voluntarily accepts the risk and agrees to release and hold  
179 harmless the Real Estate, along with its agents and employees, from any claims or liability related to exposure to  
180 infectious agents (such as the flu or COVID-19) that may occur in connection with Buyer's viewing, inspection, or  
181 access to any property under this Agency Agreement.

182 **(6) Minimum Brokerage Services (§339.780.7 RSMo.):** Buyer confirms they have reviewed the relevant  
183 "Duties and Obligations" outlined on the following pages of this document, and understands that under Missouri law,  
184 the Real Estate, either through their designated broker or affiliated licensees, is required to provide at least the following  
185 services:

- 186 1. Receive and present offers and counteroffers to the Buyer or clients regarding the purchase, sale, or  
187 lease of property that the Buyer intends to buy or lease;
- 188 2. Help the Buyer or clients in creating, communicating, negotiating, and presenting offers, counteroffers,  
189 and related notices until a lease or purchase agreement is signed and all conditions are either met, satisfied,  
190 or waived; and
- 191 3. Respond to the Buyer or client's inquiries regarding the offers, counteroffers, notices, and contingencies.

192 **(7) Signatures:** This Agency Agreement may be signed in multiple counterparts, each of which will be  
193 considered an original, but together they will form one unified document. For the purpose of executing this Contract,  
194 any document signed and/or transmitted electronically, in accordance with the Missouri Uniform Electronic  
195 Transactions Act, including but not limited to facsimile, digital signatures, or scanned images (such as PDFs sent via  
196 email), shall be treated as an original signature and document. If requested by any party, the others will confirm  
197 electronic or scanned signatures by signing a physical copy of the document.

198  **(Check Box only if applicable)** By checking this box, Buyer and Real Estate explicitly acknowledge and agree that  
199 modifications to this Agency Agreement can be made by the individuals listed below through emails sent to and from the  
200 email addresses provided below.

201 **(8) Recordings at/of the Property:** Buyer acknowledges that a property being shown or made available for  
202 viewing, inspection, or any other purpose under this Agency Agreement may be equipped with surveillance and  
203 security systems that record, remotely monitor, and/or transmit audio and/or video of activities at the property.  
204 These systems may include recordings of the Buyer and the Buyer's representatives. Buyer hereby releases

205 Buyer agrees to indemnify and hold harmless the Real Estate, its agents, and employees from any liability arising  
206 from the presence or use of any surveillance or monitoring systems, as well as any activities at any property shown  
207 or made available to the Buyer under this Agency Agreement.  
208 Regarding any photographs or recordings that the Buyer (or anyone acting on the Buyer's behalf) may wish to take of  
209 any property being shown under this Agency Agreement, Buyer is strongly advised and fully informed that, in addition  
210 to complying with all applicable laws, the property owner may impose further specific limitations or restrictions on such  
211 activities at any time. Any unauthorized recording of a property (or its transmission or distribution) by or on behalf of  
212 the Buyer may violate applicable State, Local, and/or Federal laws and regulations, which could result in legal  
213 consequences. Buyer hereby releases and indemnifies the Real Estate, its agents, and employees from any liability  
214 arising from such photography or recording, or from the transmission or distribution of the same (including but not  
215 limited to audio, images, or video) by or on behalf of the Buyer at any property shown to Buyer under this Agency  
216 Agreement.

217 **(9) Franchise Disclosure:** *(Real Estate to check box only if applicable).*  
218  Real Estate is part of a franchise, and under the terms of its franchise agreement, the franchisor holds no legal  
219 responsibility for the actions of Real Estate, even though Real Estate uses the franchisor's trade name or logo.

220 **(10) Effective Date.** The "Effective Date" shall be the date of final acceptance, as indicated by the date  
221 next to the signature of the last party to sign this Agency Agreement, or *(as otherwise specified)*\_\_\_\_\_.

222 ***By signing below, the Buyer acknowledges ACCEPTANCE of this Agency Agreement and confirms receipt***  
223 ***of one (1) copy of it. The Buyer also verifies receipt of a Missouri Real Estate Commission Broker Disclosure***  
224 ***Form either before signing this Agency Agreement or when Real Estate obtains any personal or financial***  
225 ***information from the Buyer, whichever occurs first.***

226  Check the box if additional signatures are required and attach the Additional Signature Page (MSC-5070).

227 \_\_\_\_\_

228 ***Insert Real Estate printed Firm Name***

229 \_\_\_\_\_

230 By: \_\_\_\_\_

231 Name: \_\_\_\_\_

232 Email Address: \_\_\_\_\_

233 Title: \_\_\_\_\_

234 Date: \_\_\_\_\_

235 \_\_\_\_\_

236 \_\_\_\_\_

237 \_\_\_\_\_

238 *(If applicable, provide the additional name, title,*  
239 *and email address of the Broker and/or Agent*  
240 *specifically authorized to make changes via email)*

241 Name: \_\_\_\_\_

242 Title: \_\_\_\_\_

243 Email Address: \_\_\_\_\_

**Buyer:** \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Email Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Buyer's Address: \_\_\_\_\_

\_\_\_\_\_

**Buyer:** \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Email Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Buyer's Address: \_\_\_\_\_

\_\_\_\_\_

***If signing on behalf of a trust or other legal entity,***  
***please print the entity's name and your title below:***

Printed Entity Name \_\_\_\_\_

Title(s): \_\_\_\_\_

### **BUYER'S (OR TENANT'S) AGENT'S DUTIES AND OBLIGATIONS (§ 339.740, RSMo.)**

1. A licensee representing a buyer or tenant as the buyer's or tenant's agent shall act as a limited agent, with the duties and responsibilities outlined below:

- (A) To fulfill the terms of any written agreement established with the client;
- (B) To exercise reasonable skill and care for the client;
- (C) To advance the interests of the client with the highest degree of good faith, loyalty, and fidelity, including:
  - (i) Striving to obtain a price and terms that are acceptable to the client, provided that the licensee is not required to search for other properties while the client is under contract to purchase property or is committed to a lease or letter of intent to lease;
  - (ii) Submitting all written offers to and from the client promptly, regardless of whether the client is already under contract to purchase property or is a party to a contract or letter of intent to lease;
  - (iii) Revealing to the client any adverse material facts that are actually known or that the licensee should have known; and
  - (iv) Recommending that the client seek expert advice on material matters that the licensee is aware of, but which are outside the licensee's area of expertise;
- (D) To account in a timely manner for all money and property received;
- (E) To adhere to all requirements outlined in sections 339.710 to 339.860, subsection 2 of section 339.100, and any rules and regulations established under those sections; and
- (F) To abide by all applicable federal, state, and local laws, rules, regulations, and ordinances, including those related to fair housing and civil rights.

2. A licensee serving as a buyer's or tenant's agent must not reveal any confidential details about the client, unless disclosure is mandated by law, rule, or regulation, or if withholding the information would lead to a false statement. Disclosure may also be necessary to protect the affiliated licensee from accusations of improper conduct in legal or administrative proceedings or in front of a professional committee. No individual may bring a lawsuit against a licensee acting as a buyer's or tenant's agent for any required or authorized disclosure.

3. A licensee serving as a buyer's or tenant's agent has no responsibility or obligation to a customer, except for the requirement to disclose to the customer any negative material facts the licensee is aware of or should have known. The agent is not required to perform an independent investigation into the client's financial status for the benefit of the customer, nor are they obligated to verify the truthfulness or completeness of statements made by the client or any third-party inspector.

4. A buyer's or tenant's agent may present properties that the client is interested in to other potential buyers or tenants without violating any duty or responsibility to the client. This provision does not prevent a buyer's or tenant's agent from showing the same property to competing buyers or tenants or from helping them in their efforts to purchase or lease that property.

5. A client may enter into a written agreement with a buyer's or tenant's agent to allow other appointed brokers to be hired and compensated as subagents. Any broker designated as a subagent on behalf of the buyer or tenant will act as a limited agent, with the duties and responsibilities outlined in subsections 1 through 4 of this section.

### **DUAL AGENT'S DUTIES AND OBLIGATIONS (§ 339.750, RSMo.)**

A dual agent will act as a limited agent for both the seller and buyer, or the landlord and tenant, and will have the following duties and responsibilities:

1. Unless otherwise stated below, a dual agent may share any information with one client that they obtain from the other client, provided the information is relevant to the transaction, unless it is classified as confidential under section 339.710(8), R.S.Mo.

2. A dual agent must obtain the client's explicit consent before disclosing the following confidential information related to that client:

- (A) That a buyer or tenant is prepared to pay more than the offered purchase price or lease rate for the property;
- (B) That a seller or landlord is willing to accept an amount lower than the asking price or lease rate for the property;
- (C) The motivating factors behind any client's decision to buy, sell, or lease the property;
- (D) That a client is willing to accept financing terms different from those originally offered; and
- (E) The details of any previous offers or counteroffers made by any party.

3. A dual agent is prohibited from revealing any confidential information about one client to the other client, unless the disclosure is mandated by law, regulation, or rule, or if withholding the information would lead to a misrepresentation. Disclosure is also permitted if necessary to defend the affiliated licensee in a legal, administrative, or judicial proceeding, or before a professional committee. No individual may bring a cause of action against a dual agent for making a required or permitted disclosure. Making such a disclosure does not terminate or end the dual agency relationship.

4. In a dual agency relationship, there shall be no assumption of knowledge or information between the client and the dual agent, nor among individuals within an entity acting as a dual agent.

#### **TRANSACTION BROKER'S DUTIES AND OBLIGATIONS (§ 339.755, RSMo.)**

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. This licensee will be referred to as a transaction broker.

2. A transaction broker shall have the following duties and obligations:

(A) To fulfill the terms of any written or verbal agreement made with any party to the transaction;

(B) To perform with competence, attention, and effort as a transaction broker, including the following duties:

(i) Delivering all written offers and counteroffers promptly and professionally, in good faith and with accuracy, even if the property is already under a sale, lease, or letter of intent, unless clearly stated otherwise in the agreement with the party;

(ii) Keeping the parties informed throughout the transaction process and recommending that they seek professional advice on important matters the transaction broker is aware of but not qualified to fully explain due to the limits of their expertise;

(iii) Accounting in a timely manner for all money and property received;

(iv) To inform each party involved in the transaction of any known adverse material facts the licensee is actually aware of or has received direct notice about;

(v) Helping the parties fulfill the terms and conditions outlined in any contract;

(vi) The parties involved in a transaction brokerage arrangement are not responsible for the actions of the broker.

3. The transaction broker shall not disclose the following information without the informed consent of the party or parties who provided it to the broker;

(A) That a buyer or tenant is prepared to offer more than the proposed price or lease rate for the property;

(B) That a seller or landlord is willing to accept less than the asking price or rate for the property;

(C) The reasons behind any party's decision to buy, sell, or lease the property;

(D) That a seller or buyer will accept financing terms different from those initially offered;

(E) Any confidential details about the other party, unless disclosure is mandated by law, statute, rules, or regulations, or withholding such information would amount to fraud or dishonest conduct.

4. A transaction broker is not obligated to perform an independent inspection or investigation for adverse material facts on behalf of the parties.

5. A transaction broker is not required to conduct an independent investigation into the buyer's financial condition.

6. A transaction broker may take the following actions without violating any duty 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, 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 related to the transaction. There is no imputation of knowledge or information by law between any party and the transaction broker, or between any party and any person within an entity acting as the transaction broker if the broker is an entity.

8. A transaction broker may collaborate with other brokers, and such collaboration does not create an 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 the buyer or the seller, provided that the necessary disclosure requirements are fulfilled.

10. This section does not modify or remove a broker's responsibility, as outlined here, for the actions and behavior of any licensee working under the broker's license.

11. A transaction broker shall:

(A) Adhere to all relevant provisions of sections 339.710 to 339.860, subsection 2 of section 339.010, and any rules and regulations established under these 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.