EXCLUSIVE RIGHT TO SELL CONTRACT
(Transaction Broker)

THIS CONTRACT is made between____ ____(“SELLER” *Indicate Marital Status*) and ____(“BROKER” or “LISTING BROKER”) for the Property known as: ____ and legally described as below, or as described in the attached Legal Description Addendum ____ ____ ____ ____(“Property”) is **EXCLUSIVE** for a period beginning __________________and ending at 11:59 p.m. on ______________________ inclusive unless terminated by BROKER. The Property is listed for sale at a Purchase Price of $____________, with terms that are acceptable to the SELLER. The SELLER hereby affirms to the BROKER that this is the sole Right to Sell agreement currently in effect for the Property, and the SELLER has the legal authority to transfer clear and marketable title to the Property at closing. The BROKER and any associated Licensee(s) are licensed in accordance with the laws of the state where the Property is situated.

Unless otherwise specified in the checkbox below, the SELLER agrees that the Property information will be submitted to the Heartland Multiple Listing Service (MLS) as an active listing within one business day of the start date provided above (or the date of the last signature, whichever is later), and will be made available for showings as soon as reasonably Possible.

☐ The SELLER grants permission to the BROKER to input Property information into the MLS with a status that prevents showings until_________(MLS active date). If the SELLER agrees to allow showings before the MLS active date, the SELLER authorizes the BROKER to change the MLS status to active, and the SELLER agrees that the Property will be made available for showings to all MLS participants and subscribers.

☐ This agreement applies to Residential Resale Property. The SELLER agrees to complete the Seller's Disclosure and Condition of Property Addendum (Residential), which will be provided to potential Buyers, and to update the disclosure statement if requested by the Broker. If the Property includes acreage, the Seller’s Disclosure and Condition of Property Addendum (Land) should be used along with the Seller’s Disclosure and Condition of Property Addendum (Residential).

☐ This agreement applies to Newly Built Homes.

☐ This agreement applies to Land. The SELLER agrees to complete the Seller's Disclosure and Condition of Property Addendum (Land), which will be provided to potential Buyers, and to update the disclosure statement upon the Broker’s request.

1. LISTING SERVICES. The SELLER grants permission to the BROKER to:

a. The SELLER authorizes the BROKER to work with other brokers, including those acting as Buyer agents, subagents, disclosed dual agents (in **Missouri only**), transaction brokers, or designated agents, in accordance with the terms and authorizations outlined in this agreement, where applicable.

b. Provide relevant details, including virtual tours and images when applicable, about the Property to any listing service the BROKER is a member of, and comply with the rules of that service.

c. Supply listing services with timely updates on any changes in the Property’s status, sales details (including the price), and other relevant information for distribution to others, including the county appraiser if necessary. This information will be used by service members to generate accurate statistics and determine market values for other properties. Report the sale details, including the final sale price, to the MLS for distribution to MLS participants, subscribers, and other authorized users of the MLS database.

d. Distribute information about the Property, including any content provided by or on behalf of the SELLER, such as virtual tours, photos, and written descriptions (referred to as “Content”), to MLS participants, subscribers, and other users of the MLS database, or any other MLS that the BROKER is a part of. Additionally, the BROKER is authorized to allow MLS or other MLS participants to share this Content with potential buyers via websites on the Internet. The BROKER is also authorized to market the Property in any manner the BROKER deems appropriate, including but not limited to internet advertising, virtual tours, websites, trade publications, and other forms of media, as well as communications by email and fax. However, the SELLER retains the right to opt-out of online advertising and advertising on other brokers' websites by completing a separate “Opt-Out” form.

e. SELLER grants the BROKER an irrevocable, perpetual, non-exclusive, and transferable right (including through multiple levels) to use, reproduce, modify, adapt, publish, create derivative works from, distribute, perform, and display any photographs, floor plans, architectural designs, videos, audio recordings, or any other copyrighted material related to the Property ("Works"). The BROKER is also authorized to incorporate these Works (in whole or in part) into other works, in any form, medium, or technology currently available or developed in the future.

f. This non-exclusive license will remain in effect even after this Agreement ends for any reason. The SELLER affirms to the BROKER that the grant of this license does not violate or infringe on any person's or entity's rights, including copyright ownership. The SELLER acknowledges that all listing content is exclusively owned by the BROKER, and the SELLER has no rights, title, or claim to the content.

2. SELLER AGREES TO:

a. SELLER agrees to refer any offers or inquiries related to the Property received during the term of this Agreement to BROKER.

b. SELLER authorizes BROKER to place a “For Sale” or similar sign on the Property and to remove any other signage during the term of this Agreement.

c. SELLER permits BROKER to place a “Sold,” “Under Contract,” or similar sign on the Property after accepting a contract.

d. SELLER agrees to allow BROKER to access the Property at reasonable times for inspection, preview, or to show the Property to potential buyers or other brokers.

e. SELLER will provide BROKER with a key(s) to the Property, permit the use of a "Lock Box" during the term of this Agreement, and hold BROKER, its agents, employees, cooperating brokers, and MLS affiliates harmless from any loss or damage arising from the use of such.

f. SELLER permits BROKER to accept a deposit from the Buyer, which will be placed in an escrow account maintained by BROKER or another escrow agent until the Property sale closes. If the deposit is forfeited by the Buyer,________ % (zero (0) if left blank) of the deposit will be retained by BROKER, subject to the condition that the retained amount will not exceed the commission BROKER would have earned had the transaction been completed, with the remaining deposit balance being paid to SELLER.

g. If applicable, SELLER agrees to keep all utilities running at the Property during the term of this Agreement, or until possession is transferred, whichever occurs later, unless otherwise specified in the Agreement.

h. If applicable, SELLER shall reset all electronic systems or components at the Property to their factory settings, or provide necessary codes and passwords for any electronic systems, including those that can be controlled remotely, upon closing.

i. If applicable, SELLER will maintain adequate homeowner’s insurance during the term of this Agreement or until possession is transferred, whichever occurs later, and will consult with their insurance provider to ensure the coverage is sufficient.

j. SELLER will provide any required documentation regarding how the ownership or title is held prior to entering into an agreement to sell the Property.

k. SELLER agrees to allow BROKER to continue showing the Property to potential buyers even after a Contract to sell has been accepted. Backup showings may continue at BROKER’s discretion until closing, or until SELLER instructs BROKER to stop showing the Property.

3. BROKER TO ACT AS A TRANSACTION BROKER. BROKER will function as a Transaction Broker and **will not represent or advocate for either** the SELLER or the BUYER. The BROKER will apply reasonable skill and care in performing their duties, including but not limited to:

a. Offer, at the very least, the following services

1. Receive and present to SELLER all proposals and counterproposals for the sale of the Property;
2. Help SELLER in creating, communicating, negotiating, and presenting offers, counteroffers, and notices related to those offers and counteroffers until a purchase agreement is finalized and all conditions are met or waived.

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SELLER | SELLER

3. Respond to SELLER'S inquiries regarding the offers, counteroffers, notices, and any conditions.

b. BROKER is not required to continue marketing the Property or present additional offers once SELLER has accepted an offer, unless both SELLER and BROKER agree to keep marketing the Property until Closing. **However, in Missouri, all written offers must be presented, even if the Property is under contract.**

4. BROKER AGREES TO:

a. BROKER will market the Property at their own cost unless otherwise specified in this agreement.

b. BROKER will inform the SELLER of any negative material facts known (or that should be known, in Missouri) about the Buyer, including any issues related to the Buyer's ability to fulfill the terms of the transaction.

c. BROKER will inform both the Buyer and SELLER of any facts they know about the Property's physical condition that may contradict or have been omitted from a report prepared by a qualified third party provided to the Buyer or SELLER.

d. BROKER will adhere to the requirements of the Brokerage Relationships in the Real Estate Transactions Act of Kansas (if the Property is in Kansas) and comply with all relevant local, state, and federal laws, rules, regulations, and ordinances, including those regarding fair housing and civil rights.

e. BROKER will maintain the confidentiality of SELLER's information, unless disclosure is authorized by this agreement, required by law, or necessary to avoid fraud or defend against wrongful conduct in a legal proceeding or professional review.

f. BROKER will inform all potential Buyers of any known negative material facts, including but not limited to:

1. Any environmental hazards on the Property that must be disclosed by law;
2. The physical state of the Property;
3. Any significant defects in the Property;
4. Any notable defects in the title to the Property;
5. Any substantial limitations on the SELLER's ability to fulfill the terms of the agreement.

g. Help the parties adhere to the provisions of the contract, including facilitating the Closing of the transaction.

h. Ensure that all parties are kept up-to-date on the progress of the transaction.

i. Promptly account for all funds and property received.

j. Not reveal the following details without the explicit consent of all involved parties in the transaction:

1. That the Buyer is willing to offer more than the stated Purchase Price for the Property;
2. That the SELLER is prepared to accept less than the listed asking price for the Property;
3. The underlying reasons driving any party's decision to buy or sell the Property;
4. That the SELLER or Buyer are open to financing terms other than what was initially presented; or
5. Any confidential or personal information about a party involved in the transaction that could give one party an unfair advantage, unless disclosure is required by law or withholding such information would constitute fraudulent misrepresentation.

The BROKER recommends that all parties seek professional advice regarding material issues that the BROKER is aware of but are outside their area of expertise. Once the parties have received such advice, no claims can be made against the BROKER in relation to these material issues. The BROKER has no obligation to conduct an independent inspection of the Property for any party in the transaction; to verify the truth or completeness of statements made by the SELLER, Buyer, or any third-party inspectors; to independently assess the Buyer's financial standing; or to confirm the accuracy or completeness of statements made by the Buyer.

5. BROKER'S PERMISSION TO SHARE INFORMATION. The Broker must share specific transaction terms and details with the MLS and as mandated by real estate licensing regulations. The Seller may give the Broker permission to share the reason for selling the Property and the terms of other offers with cooperating Brokers and potential Buyers.

a. Reason for selling the Property (select one):

☐ Seller declines to permit Broker to reveal the motivation behind the sale.

☐ Seller grants permission to Broker to share the following reasons for the sale:

____

SELLER	SELLER	Initials

b. Other Offers (check one):

- ☐ Seller does not permit the Broker to share information about the presence of other offers.
- ☐ Seller grants the Broker permission to inform others that additional offers exist.
- ☐ Seller authorizes Broker to disclose existence **and terms of** other offers.

6. PROPERTY CONDITION AND SELLER'S INFORMATION ADDENDUM ("Property Condition Disclosure"). The SELLER acknowledges that under applicable law, they are required to disclose to potential buyers any material defects in the Property that are known to them, and failure to provide such disclosures may result in legal liability for damages. Should the condition of the Property materially change, **the SELLER agrees to provide all relevant inspection reports (if available) and gives the Licensee permission to share those reports**. The SELLER affirms that, to their knowledge, there are no defects in the Property other than those disclosed on the Property Condition Disclosure form. The SELLER agrees to indemnify and hold harmless the BROKER, its associated agents and staff, as well as any cooperating brokers, their representatives, and personnel from any and all liability—including legal claims, lawsuits, penalties, losses, or costs (including reasonable attorney fees)—arising from any misstatements, omissions, or concealments made by the SELLER regarding the sale of the Property. This includes, but is not limited to, inaccuracies in information supplied for the listing, the Property Condition Disclosure, or any other data provided (or not provided) during the sale process. The SELLER agrees to carefully review the listing details provided by the BROKER and promptly report any inaccuracies or missing information—especially regarding the lot size or age of the home. The SELLER accepts full responsibility for any claims a buyer may make, whether before or after taking possession, concerning any errors or omissions in the information furnished to the BROKER and shared with the buyer. The BROKER shall not be held liable in any way for such matters. If the Property includes a home constructed before 1978, the SELLER must also complete the federally required Lead-Based Paint Disclosure form
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7. LEGAL AND EXPERT GUIDANCE. BROKER advises the SELLER to consult with legal, tax, or other qualified professionals regarding any aspect of the real estate transaction. BROKER does not offer any assurances or opinions about whether entering into a transaction is in the SELLER's best interest. BROKER is not a specialist in legal matters, taxation, financing, property surveys, structural or mechanical systems, environmental issues, engineering, or similar technical fields. The SELLER should obtain guidance from appropriate experts in those areas. While BROKER will work in good faith with any professionals the SELLER hires, BROKER will not be held responsible for issues related to those specific matters.

8. LIABILITIES. SELLER agrees to protect and hold BROKER harmless from any claims, damages, or liabilities arising from vandalism, theft, or any type of damage to the Property, as well as any personal injuries occurring on the Property. Additionally, in exchange for BROKER facilitating any inspections requested by SELLER, SELLER agrees to indemnify and defend BROKER, along with BROKER'S affiliated agents, employees, and licensees, from any liabilities, costs, or expenses resulting from or related to those inspections.

9. DISCLOSURE OF BROKERAGE RELATIONSHIP. SELLER confirms receiving (a) the Broker Disclosure Form (in Missouri) either before signing the SELLER'S agency agreement or when the licensee first acquires any personal or financial information, whichever comes first; OR, (b) the Real Estate Brokerage Relationships Brochure (in Kansas) at the earliest feasible opportunity. The Missouri "Form" or Kansas "Brochure" must be reviewed by all consumers. SELLER acknowledges and consents to BROKER showing the Property and soliciting offers from all potential Buyers, including those with whom BROKER has a brokerage relationship. BROKER will inform SELLER and the Buyer of its intention to represent both parties **(Disclosed Dual Agency is applicable only in Missouri)**, to assist both parties without representing either **(Transaction Brokerage is permitted in both Kansas and Missouri)**, or to assign separate agents for the Buyer and SELLER (**Designated Agency is available in both Kansas and Missouri).** SELLER also understands and agrees that, as part of the Property's marketing, BROKER will be showing other properties to Buyers and providing them with comparable pricing information in the area. SELLER understands that BROKER may show properties not owned by SELLER to prospects and may list competing properties without violating any duty or responsibility to SELLER.

- **SELLER Agency.** A SELLER'S agent exclusively represents the SELLER, meaning the Buyer may either have no representation or be represented by a different agent. The SELLER'S agent is tasked with the following responsibilities: advocating for the SELLER'S best interests with the highest level of loyalty, good faith, and fidelity; safeguarding the SELLER'S confidences, unless disclosure is mandated; promptly presenting all offers to the SELLER; advising the SELLER to seek professional guidance as needed; ensuring proper accounting of all funds and property received; informing the SELLER of any adverse material facts known about the Buyer; notifying the Buyer of environmental hazards on the Property that must be disclosed; disclosing the Property's physical condition; identifying any significant defects in the Property or its title; and communicating any substantial restrictions on the SELLER'S ability to complete the transaction. The agent is not responsible for conducting property inspections for the Buyer or independently verifying the accuracy or completeness of any statements from the SELLER or third-party inspectors.

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- **Transaction Broker. (Kansas and Missouri)**. SELLER acknowledges that BROKER may have Buyer who have engaged BROKER for assistance in purchasing property. If one of these Buyers shows interest in submitting an offer on the Property, BROKER may represent both the Buyer and SELLER in the same transaction. If no agents are designated as described below, this would constitute dual agency (Missouri only). With the informed consent of both the SELLER and the Buyer, BROKER may act as a Transaction Broker. In this role, BROKER will assist both parties with the real estate transaction without acting as an agent or advocate for either side. As a Transaction Broker, BROKER has the responsibility to fulfill the terms of any agreement made with either party, to exercise reasonable skill, care, and diligence in performing their duties, including but not limited to: presenting all offers and counteroffers promptly, whether or not the Property is under contract or has a letter of intent; keeping all parties fully informed throughout the transaction; recommending that the parties seek professional advice on matters beyond the broker's expertise; accounting for any funds and property received in a timely manner; informing both parties of any adverse material facts known to the broker; and helping the parties comply with the terms of any contract. The parties involved in a transaction brokerage agreement will not be held responsible for any actions taken by the Transaction Broker. The following information will not be disclosed by a Transaction Broker without the consent of the party who provided the information: that the Buyer is willing to offer more than the listed price for the Property; that the SELLER is willing to accept a lower price than the asking price; the motivating reasons for either party's decision to buy, sell, or lease the Property; that the SELLER or Buyer is willing to agree to different financing terms than those offered; or any confidential information about one party that might give the other party an advantage, unless required by law, statute, rules, or regulations, or unless failure to disclose such information would amount to fraud or dishonest conduct**. (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
- **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 assigned to act on behalf of the SELLER, the SELLER acknowledges and agrees to the following:

1. The Designated Agent will carry out all responsibilities typically expected of a SELLER'S Agent and will exclusively represent the SELLER, without involvement from any other licensees working under the BROKER.
2. A separate licensee affiliated with the BROKER may be assigned to represent a Buyer in the transaction involving the Property.
3. The managing broker (or branch broker, if applicable) will operate as a Transaction Broker, remaining neutral and not promoting the interests of either party. Without explicit permission from both sides, the supervising broker will not reveal confidential or sensitive information that could provide leverage to the other party. The supervising or branch broker may also assign another affiliated licensee to serve as a Transaction Broker during the process.
4. If the same Designated Agent is appointed to both the SELLER and a potential Buyer for the Property, they cannot represent both parties. With informed and written agreement from both the SELLER and the Buyer, the agent may instead serve as a Transaction Broker, offering guidance in the transaction while not advocating on behalf of either side.
5. In a situation where a Buyer working with a Designated Agent wishes to view a property personally listed by the supervising broker, the supervising broker—after obtaining written consent from the SELLER—can designate another affiliated licensee to serve as the Designated Agent for the SELLER.

10. BROKER COMPENSATION. The SELLER understands that there are no fixed or predetermined commission rates, and that the compensation outlined in this agreement is entirely subject to negotiation and is not established by any legal requirement.

a. COMPENSATION TO LISTING BROKER: SELLER agrees to pay LISTING BROKER compensation which shall be: ____.

☐ **Other Compensation:** ____(*check if applicable*).

The Compensation will be earned and owed if the LISTING BROKER or any other party introduces or secures a buyer who is ready, willing, and able to purchase the Property either at the current asking price and terms, or at any future price and terms the SELLER agrees to. This Compensation is solely for the services provided by the LISTING BROKER and is not automatically shared, divided, or paid to a broker representing the buyer. However, the SELLER may choose to cover some or all of the buyer's broker's fees, which must be specified separately in a distinct agreement, such as a purchase and sale contract.

b. PAYMENT TO BROKER REPRESENTING BUYER: Along with the payment to the LISTING BROKER, the seller may choose—but is under no obligation—to cover the compensation for a broker working with a buyer. The SELLER understands that a broker assisting the buyer may solely represent the buyer's interests. (Select 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 gives permission for the Closing agent to disburse Compensation to the BROKERS directly from the SELLER'S funds at the time of Closing. SELLER acknowledges and accepts that the LISTING BROKER may receive payment from multiple parties involved in the transaction.

c. PROTECTION PERIOD. If the Property is not sold during the duration of this Agreement but a sale occurs, either directly or indirectly, within ___________calendar days (ninety (90) if not filled in) after this Agreement ends to anyone who was shown or presented the Property during the term of this Agreement and whose identity was provided in writing to the SELLER by the BROKER prior to the expiration of this Agreement, the Broker's Compensation and Additional Compensation shall be due and payable to the BROKER. However, the SELLER is not required to pay such Compensation and Additional Compensation if a valid Exclusive Right to Sell Agreement is signed with another licensed real estate broker during that period, and the Property is sold within that time frame, unless these exclusions are included in a subsequent Exclusive Right to Sell Agreement. For the purposes of this Agreement, the terms "purchase" and "sale" are understood to include any agreement to transfer all or a significant portion of the SELLER'S interest in the Property, including agreements such as Contracts for Deed, Contracts for Sale, leases, lease/option Contracts, and shared equity Contracts.

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

Title to the Property is vested in the name(s) of: ____
____
____
__________________________________(including but not limited to marital status, trust documents, LLC).

12. LIMITED WARRANTY FOR THE HOME. If relevant, it is recommended that the SELLER consider purchasing a home warranty plan for the Property, which could enhance the Property's market appeal and mitigate the SELLER's potential risks. A home warranty plan is a limited service agreement that covers the repair or replacement of essential components of the Property for at least one (1) year from the Closing Date, subject to the terms and conditions outlined in the specific plan. The details of the program were provided to the SELLER, and the SELLER ***(Check one):***

☐ agrees to purchase a home warranty at a cost not to exceed $ _______________, from _______________ ____________________________(vendor) to be paid at Closing. (A separate application outlining the details of the program's coverage may be signed when the listing agreement is executed, and the BROKER may receive a fee from the warranty provider for processing and managing the plan.)

☐ does not agree to purchase a home warranty.

13. NOTICE TO SELLERS WHO ARE FOREIGN PERSONS. A Seller who is considered a foreign person should seek advice from an attorney or accountant knowledgeable about the Foreign Investment in Real Property Tax Act (FIRPTA) prior to engaging in negotiations or signing agreements for the sale of the property.

14. FRANCHISE DISCLOSURE. *(check if applicable)* ☐ BROKER is affiliated with a franchise, and under the terms of the franchise agreement, the franchisor holds no legal responsibility for the actions of the BROKER, even though the BROKER uses the franchisor's trademarks or branding.

15. CYBER SECURITY. As a SELLER engaged in a real estate deal involving financial transactions, there is a risk of being targeted by cybercriminals. Always reach out to the closer directly before transferring any funds.

16. OTHER TERMS AND CONDITIONS, IF ANY:

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THOROUGHLY REVIEW THE TERMS HEREIN BEFORE SIGNING. ONCE SIGNED BY ALL PARTIES, THIS DOCUMENT BECOMES PART OF A LEGALLY BINDING CONTRACT. SEEK ADVICE FROM AN ATTORNEY BEFORE SIGNING.

All parties acknowledge that this transaction may be carried out electronically, including via email, in accordance with the Uniform Electronic Transaction Act as implemented in Kansas and Missouri.

______________________________	______________________________
BROKERAGE	**SELLER** **DATE**
______________________________	______________________________
LICENSEE ASSISTING SELLER **DATE**	**SELLER** **DATE**
	______________________________
	SELLER ADDRESS
	______________________________
	SELLER CITY, STATE, ZIP
	_______________ / _______________
	SELLER PHONE # SELLER EMAIL

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