

EXCLUSIVE RIGHT TO SELL CONTRACT

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 _____ (or the date of the final signature, whichever is later) and
11 concluding at 11:59 p.m. on _____ inclusive unless terminated by BROKER. The Property is offered
12 **for sale for the Purchase Price of \$ _____ on terms agreeable to SELLER. SELLER affirms to BROKER that**
13 **this is the sole existing agreement granting the right to sell the Property** that SELLER holds the authority to transfer
14 clear and marketable title. BROKER and any associated licensee(s) are certified in accordance with the laws of the state
15 where the Property is located.

17 Unless specified otherwise by selecting the checkbox below, SELLER consents to the Property information being
18 submitted to the Heartland Multiple Listing Service (MLS) with an active status listing no later than one business day after
19 the start date mentioned above (or the date of the final signature, whichever is later), and that the Property will be made
20 accessible for showings as soon as reasonably possible.

21 ☐ SELLER gives BROKER permission to input the Property information into the MLS under a status that temporarily
22 restricts showings until _____ (MLS active date). If SELLER decides to allow a showing before that date, SELLER
23 authorizes BROKER to change the MLS status to active, and SELLER agrees the Property will be promptly made
24 accessible for showings by all MLS members and subscribers.

25 ☐ This Agreement applies to the resale of residential property. SELLER agrees to complete the Residential Seller's
26 Disclosure and Condition of Property Addendum, which will be made available to potential Buyers, and to revise the
27 disclosure upon BROKER's request. If the Property includes acreage, the Land version of the Seller's Disclosure and
28 Condition of Property Addendum should be used alongside the Residential version.

31 ☐ This Contract is for New Home construction.

32 ☐ This This Agreement concerns vacant land. SELLER agrees to fill out the Land Seller's Disclosure and Condition
33 of Property Addendum, which will be made available to potential Buyers, and to revise the disclosure form upon
34 request from the Broker.

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38 **1. LISTING SERVICES:** SELLER authorizes BROKER to:

39 **a.** Work in collaboration with other real estate brokers, including those acting as Buyer's agents, subagents,
40 disclosed dual agents (in Missouri only), transaction brokers, or designated agents, as permitted and authorized by
41 the terms set forth in this Agreement.

42 **b.** Provide relevant details, including photos and virtual tours when appropriate, about the Property to any multiple
43 listing service (MLS) the BROKER is a member of, and comply with that service's regulations.

44 **c.** Submit updates to listing services regarding the Property's status, sales details—including the final sale price—
45 and any other relevant information, in a timely manner, for distribution to others, including the county appraiser when
46 legally required. This information may be used by service members to generate accurate statistics and help determine
47 the market value of comparable properties. Share the Property's sales data, including sale price, with the MLS for
48 distribution to its Participants, Subscribers, and other authorized users of the MLS database.

d. Gather details regarding the SELLER'S existing mortgage(s) and/or home equity line(s) of credit.

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 Initials
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e. The SELLER authorizes the BROKER to disseminate data about the Property, along with any related information provided by or on behalf of the SELLER, including creative works such as virtual tours, images, and textual descriptions (collectively referred to as "Content"), to participants, subscribers, and other licensees or users of the MLS database compilation, as well as to any other MLS in which the BROKER participates. The BROKER may also permit the MLS or other MLS participants to further disseminate this Content to potential purchasers through Internet websites. Additionally, the BROKER is authorized to advertise the Property in any manner deemed appropriate, including but not limited to Internet advertising, virtual tours, websites, trade journals, and other media, as well as through email and facsimile communications. However, the SELLER reserves the right to opt out of Internet advertising and advertising on other BROKERS' websites by completing a separate "Opt-Out" form.

f. The SELLER grants the BROKER a non-exclusive, perpetual, irrevocable right, which may be freely assigned and sublicensed through multiple levels, to use, reproduce, edit, adapt, publish, create derivative works from, distribute, perform, and display any photographs, floor plans, architectural renderings, video footage, audio recordings, or other copyrightable materials connected to the Property ("Materials"). This right also includes the ability to incorporate all or part of these Materials into other works in any format, medium, or technology, whether existing now or developed in the future.

g. This non-exclusive license will remain in effect even after this Agreement ends, regardless of the reason for its termination. The SELLER affirms and guarantees to the BROKER that the rights granted to the BROKER regarding this Content do not infringe upon or violate any rights, including copyright, held by any individual or organization. The SELLER further understands and agrees that all listing content is the sole property of the BROKER, and the SELLER does not hold any ownership, rights, or claims to the Content. 71

2. SELLER AGREES TO:

a. Direct any offers or inquiries regarding the Property that are received during the duration of this Agreement to the BROKER.

b. Allow the 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. Permit the BROKER to install a "Sold," "Under Contract," or similar sign on the Property once a contract has been accepted by the SELLER.

d. Grant the BROKER access to the Property at reasonable times for the purposes of inspection, preview, or showing the Property to potential buyers or cooperating agents.

e. Provide the BROKER with key(s) to the Property, consent to the use of a lockbox for the duration of the Agreement, and release the BROKER, their agents, employees, cooperating agents, and their staff, as well as the Heartland Multiple Listing Service and the Kansas City Regional Association, from any liability for loss or damage arising from such use.

f. Authorize the BROKER to receive and hold a deposit toward the Purchase Price in an escrow account managed by either the BROKER or another designated escrow agent until the sale is finalized. In the event the Buyer forfeits the deposit, _____% (enter zero (0) if left blank) of that amount shall be retained by the BROKER, provided it does not exceed the commission the BROKER would have earned had the sale closed. The remaining balance of the deposit will be given to the SELLER.

g. If applicable, the SELLER agrees to keep all utilities active at the Property throughout the duration of this Agreement or until possession is transferred, whichever occurs later, unless otherwise specified in the sales agreement.

h. If applicable, after closing, the SELLER will either reset any electronic systems or devices at the Property to factory settings or provide all relevant access codes and passwords, including for systems operated remotely.

i. If applicable, the SELLER will maintain sufficient homeowner's insurance coverage on the Property for the length of this Agreement or until possession is transferred, whichever comes later, and will consult their insurance provider to confirm that coverage is appropriate.

j. The SELLER agrees to supply all necessary documentation related to how ownership or title to the Property is held before entering into any sales agreement.

k. The SELLER grants the BROKER permission to continue showing the Property to other interested buyers even after a purchase agreement has been accepted. The BROKER may proceed with backup showings at their discretion until the transaction closes or until the SELLER requests that showings stop.

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- The BROKER is not required to continue marketing the Property or present additional offers once the SELLER has accepted an offer, unless both the SELLER and the BROKER agree to continue marketing the Property until the sale is closed. **However, if the Property is located in Missouri, all written offers must be presented, even if the Property is already under contract for sale.**

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

☐ The SELLER does not permit the Broker to disclose the existence of other offers.

☐ The SELLER permits the Broker to disclose the existence of other offers.

☐ The SELLER allows the Broker to disclose both the existence and terms of other offers.

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154 **5. SELLER'S PROPERTY CONDITION DISCLOSURE ADDENDUM ("Seller's Disclosure").** The SELLER
155 understands that the law requires them to disclose any known material defects in the Property to prospective Buyers, and
156 failure to do so could result in civil liability for damages. **If there is a significant change in the condition of the Property,**
157 **the SELLER will provide all inspection reports, if available, and authorizes the Licensee to disclose these reports.**
158 The SELLER also warrants that there are no known defects in the Property, except those disclosed on the Seller's
159 Disclosure. The SELLER agrees to indemnify and hold harmless the BROKER, its affiliated licensees and employees,
160 cooperating Brokers, and their agents and employees from any damages, civil or criminal actions, or any claims, losses,
161 suits, or expenses (including reasonable attorney's fees) resulting from any misrepresentation, nondisclosure, or
162 concealment by the SELLER related to the sale of the Property, including the accuracy of information provided for the listing,
163 in the Seller's Disclosure, or otherwise. The SELLER agrees to carefully review the listing information prepared by the
164 BROKER and promptly notify the BROKER of any errors or omissions, including but not limited to the age of the Property
165 and the size of the lot. The SELLER acknowledges and agrees that they are personally responsible for any claims made by
166 a Buyer regarding errors or omissions in the information provided to the BROKER and the Buyer before or after possession,
167 and that the BROKER will not be held accountable for any inaccuracies or omissions.

171 If the Property includes a residential building constructed before 1978, the SELLER must complete the federally
172 required Lead-Based Paint Disclosure Addendum.

174 **6. LEGAL AND EXPERT CONSULTATION.** The BROKER recommends that the SELLER consult with legal, tax, and
175 other professional advisors regarding any real estate transaction. The BROKER does not make any representations or
176 warranties about the advisability of any transaction. The BROKER is not an expert in legal, tax, financing, surveying,
177 structural or mechanical conditions, hazardous materials, engineering, or other specialized fields. The SELLER is
178 encouraged to seek expert advice in these areas. While the BROKER will collaborate with any experts hired by the
179 SELLER, the BROKER assumes no liability for these matters. 180

181 **7. LIABILITIES.** The SELLER agrees to indemnify and hold the BROKER harmless from any liability related to
182 vandalism, theft, or damage of any kind to the Property, as well as any personal injury to individuals on the Property. In
183 exchange for the BROKER arranging inspections at the SELLER'S request, the SELLER agrees to indemnify and protect
184 the BROKER, along with the BROKER'S affiliated licensees, agents, and employees, from any liability, costs, or expenses
185 arising from or related to those inspections. 186

187 **8. DISCLOSURE OF BROKERAGE RELATIONSHIP.** The SELLER acknowledges receiving (a) the Broker
188 Disclosure Form (in Missouri) either before signing the Seller's Agency Agreement or when the licensee first
189 obtains any personal or financial information, whichever comes first; OR, (b) the Real Estate Brokerage
190 Relationships Brochure (in Kansas) at the earliest possible opportunity. The Missouri "Form", or Kansas
191 "Brochure" needs to be read by all consumers. The SELLER understands and agrees that the BROKER may show
192 the Property and solicit offers from all potential Buyers, including those with whom the BROKER has a brokerage
193 relationship. The BROKER will inform both the SELLER and the Buyer of the intention to represent both parties
194 **(Disclosed Dual Agency is permitted only in Missouri)**, to represent neither but assist both **(Transaction Brokerage**
195 **is permitted in both Kansas and Missouri)**, or assign separate agents for the Buyer and the SELLER **(Designated**
196 **Agency is available in both Kansas and Missouri)**. The SELLER also acknowledges and agrees that, as part of the
197 Property's marketing, the BROKER may show Buyers properties other than the Property and provide them with
198 information about sale prices in the area. The SELLER understands that the BROKER may present other properties not
199 owned by the SELLER to potential Buyers and may list competing properties for sale without violating any duties or
200 obligations to the SELLER.

- 201 • **Seller Agency.** A SELLER'S agent exclusively represents the SELLER, meaning the Buyer may either be
202 unrepresented or have another agent. The SELLER's agent is responsible for the following duties: advocating for the
203 SELLER's interests with the highest level of good faith, loyalty, and trust; safeguarding the SELLER's confidential
204 information, unless disclosure is required; promptly presenting all offers; advising the SELLER to seek professional
205 counsel; ensuring all funds and property are accounted for; revealing to the SELLER any material facts about the
206 Buyer that the agent is aware of; informing the Buyer of any environmental hazards, property condition issues, or
207 material defects affecting the Property or its title; and notifying the SELLER of any significant limitations on their ability
208 to fulfill the contract. The SELLER's agent is not obligated to conduct an independent inspection of the Property for
209 the Buyer's benefit or to verify the accuracy or completeness of statements made by the SELLER or any third-party
210 expert.

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- 211 • **Transaction Broker. (Kansas and Missouri).** SELLER acknowledges that BROKER may have clients who
212 are Buyers and have engaged BROKER to represent them in purchasing property. If one of these clients expresses
213 interest in making an offer on the Property, BROKER could represent both the Buyer and the SELLER in the same
214 transaction. Unless specific agents have been designated as outlined below, this situation would create a dual agency
215 relationship (applicable only in Missouri). With the informed consent of both the SELLER and the Buyer, BROKER
216 may act as a Transaction Broker. In this role, BROKER would assist both parties in the real estate transaction without
217 taking sides or advocating for either party's interests. As a Transaction Broker, BROKER's duties include fulfilling any
218 written or oral agreements made with either party; providing reasonable skill, care, and diligence; ensuring timely
219 presentation of all offers and counteroffers regardless of whether a sale contract or lease agreement is in place;
220 keeping both parties informed and advising them to seek professional advice where necessary; accounting for all
221 funds and property received in a timely manner; disclosing any material facts known to the Transaction Broker to all
222 parties; and helping both parties comply with the contract terms. Neither party to the transaction will be held liable for
223 any actions taken by the Transaction Broker. A Transaction Broker is prohibited from disclosing certain information—
224 such as a Buyer's willingness to pay more than the offered price, or a SELLER's willingness to accept less—without
225 the consent of the party disclosing that information, unless required by law or regulations, or if failing to disclose would
226 involve fraud or dishonesty. **(A separate Transaction Broker Addendum must be signed by all parties when this
227 arrangement is used.)**
- 228 • **Subagency.** A Subagent acts as an agent on behalf of another agent. A Subagent has the same duties and
229 responsibilities as the original agent.
- 230 • **Disclosed Dual Agency. (Missouri only).** BROKER may have clients who have engaged them for
231 representation in purchasing property. If a Buyer represented by BROKER expresses interest in making an offer on
232 the Property, BROKER may represent both the SELLER and the Buyer in that transaction. This is known as dual
233 agency and can lead to potential conflicts of interest. The same situation arises when the listing agent also acts as the
234 selling agent. In such cases, the Dual Agent has a limited role for both the SELLER and the Buyer, fulfilling the duties
235 of each party's agent but with restrictions. A Dual Agent may share information with one client that was obtained from
236 the other client, provided that: (1) the information is important to the transaction unless it is confidential and not yet
237 made public; (2) the information becomes public through the actions or words of the client involved; or (3) the
238 information comes from a source independent of the agent. Without consent from the client the information pertains
239 to, a Dual Agent cannot disclose: that a Buyer is willing to pay more than the offered price for the Property; that the
240 SELLER would accept less than the asking price; the motivations behind any client's buying or selling decision; or
241 details of any prior offers or financing terms agreed upon. A Dual Agent cannot reveal confidential details from one
242 client to the other unless required by law or regulation, or if the failure to disclose would result in misrepresentation, or
243 if disclosure is needed to defend the licensee in legal matters. **(A separate Disclosed Dual Agency Agreement
244 must be signed by both the SELLER and Buyer when this type of representation is involved.)**
- 245 • **Designated Agency.** A Designated Agent is a licensee associated with BROKER who has been appointed by
246 BROKER, or an authorized representative of BROKER, to act exclusively as the agent for either a Buyer or a SELLER
247 represented by BROKER, with no involvement from other affiliated licensees of BROKER. This designation serves as
248 an alternative to Disclosed Dual Agency in Missouri or Transaction Brokerage in Kansas or Missouri. A Designated
249 SELLER'S Agent will fulfill all the responsibilities of a SELLER'S Agent. **If a Designated Agent is assigned to
250 represent the SELLER, SELLER acknowledges and agrees that:**
- 251 1. The Designated Agent will carry out all the responsibilities of a SELLER'S Agent and will act as the
252 SELLER'S official agent, with no involvement from any other licensees affiliated with BROKER.
 - 253 2. Another licensee affiliated with BROKER may serve as a Designated Agent for the Buyer in the transaction
254 involving the sale of the Property.

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3. The supervising broker (or branch broker, if applicable) will act as a Transaction Broker and will not represent or advocate for the interests of either party. They will not disclose any confidential information or personal details about a party that could provide an advantage to the other party, unless both parties give prior consent. The supervising broker (or branch broker, if applicable) may assign an affiliated licensee to act as a Transaction Broker in the transaction.
4. If the Designated Agent representing the SELLER is also the Designated Agent for a Buyer interested in purchasing the Property, the Designated Agent cannot represent both parties. However, with the informed consent of both SELLER and Buyer, the Designated Agent may act as a Transaction Broker and help facilitate the transaction without advocating for the interests of either party.
5. If a Buyer represented by a Designated Agent of BROKER wishes to view a property personally listed by the supervising broker, the supervising broker, with SELLER's written consent, may assign an affiliated licensee to act as the Designated Agent for the SELLER.

9. SELLER AGREES TO BROKERAGE RELATIONSHIPS.

SELLER agrees to the following brokerage relationships (Please check the relevant boxes):

- ☐ Yes ☐ No SELLER agrees to the representation of Seller Agency.
- ☐ Yes ☐ No SELLER consents to a Transaction Broker and agrees, if applicable, to sign a Transaction Broker Addendum.
- ☐ Yes ☐ No SELLER consents to Subagency.
- ☐ Yes ☐ No SELLER consents to Dual Agency and agrees, if applicable, to sign a Disclosed Dual Agency Amendment. **(Missouri only)**
- ☐ Yes ☐ No SELLER consents to the appointment of a Designated Agent for Seller. **(In Kansas, Supervising Broker acts as a Transaction Broker)**
- ☐ Yes ☐ No SELLER consents to the appointment of a Designated Agent for a Buyer in sale of the SELLER'S Property. **(In Kansas, Supervising Broker acts as a Transaction Broker)**

10. BROKER(S) COMPENSATION. The SELLER understands that compensation rates are not standardized, and the compensation outlined in this agreement is entirely negotiable and not mandated by law.

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

☐ (If applicable) In the case of a Buyer who is not represented, the additional compensation to the LISTING BROKER will be: _____ for total Compensation to LISTING BROKER of: _____.

☐ (Check if applicable) **Other Compensation:** _____.

The compensation will become due and payable if the LISTING BROKER, or anyone else, secures or identifies a buyer who is ready, willing, and financially capable of purchasing the Property at the current price and terms, or at a price and terms that the SELLER agrees to in the future. This compensation is solely for the services provided by the LISTING BROKER and is not subject to distribution, division, or payment to a buyer's broker.

b. BROKER COMPENSATION FOR ASSISTING BUYER: In addition to the compensation to the LISTING BROKER, the SELLER may choose, but is not obligated, to pay the fees of a broker assisting the buyer. The SELLER may negotiate to cover part or all of the buyer's broker fees, which should be outlined in a separate agreement, such as a real estate sale contract. The SELLER understands that a buyer's broker represents only the interests of the buyer.

The SELLER authorizes the individual responsible for the Closing to disburse compensation to the BROKER(S) from the SELLER'S proceeds at the time of Closing. The SELLER understands and agrees that the LISTING BROKER may receive compensation from more than one party involved in the transaction.

c. PROTECTION PERIOD: If the Property is not sold during the duration of this agreement, but a sale occurs directly or indirectly within _____ calendar days (ninety (90) if left blank) after this agreement ends, to anyone who viewed or was presented with the Property during the term of this agreement and whose name the BROKER provided to the SELLER in writing before the expiration of this agreement, the Compensation and any Additional Compensation shall be owed to the BROKER and payable accordingly.

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However, the SELLER will not be required to pay the Compensation or Additional Compensation if, during this period, an Exclusive Right To Sell Agreement is signed with another licensed real estate broker, and the Property is sold during that time, unless these exclusions are included in a subsequent Exclusive Right To Sell Agreement. The terms "purchase" and "sale" as used in this agreement include any arrangement to transfer all or a significant portion of the SELLER'S interest in the Property, such as a Contract for deed, a Contract for sale, a lease, a lease/option agreement, or a shared equity agreement.

11. TITLE INSURANCE. The SELLER has been made aware of their obligation to provide the Buyers of the Property with proof of clear title as specified in the sale agreement. The SELLER authorizes the BROKER to request title evidence through _____. Title to the Property is vested in the name(s) of: _____

_____(This includes, but is not limited to, information such as marital status, trust documents, and LLC details).

12. HOME WARRANTY WITH LIMITATIONS. If applicable, the SELLER is encouraged to consider purchasing a home warranty plan for the Property, as it may enhance the Property's marketability and reduce the SELLER'S potential risk. A home warranty plan is a limited service agreement that covers the repair or replacement of the Property's functioning components for at least one (1) year from the Closing Date, in accordance with the terms and conditions of 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 specifics of the coverage may be completed when this listing agreement is signed. The BROKER may receive a fee from the warranty provider to cover the processing and administration of the plan.)
- ☐ chooses not to obtain a home warranty plan.

13. NOTICE TO SELLERS WHO ARE NON-U.S. PERSONS. A SELLER who is not a U.S. citizen or resident should seek advice from a lawyer or tax professional knowledgeable about the Foreign Investment in Real Property Tax Act (FIRPTA) prior to engaging in negotiations or signing any agreements for the sale of real estate.

14. FRANCHISE DISCLOSURE. (check if applicable) ☐ The BROKER is affiliated with a franchise, and under the terms of the franchise agreement, the franchisor is not legally responsible for the actions of the BROKER, even though the BROKER may use the franchisor's branding or logo.

15. DIGITAL SECURITY NOTICE. As a SELLER participating in a real estate transaction involving the transfer of funds, you could be a potential target for cybercrime. Always verify wire instructions by contacting the closing agent directly before sending any money.

16. ADDITIONAL TERMS AND CONDITIONS, IF ANY: _____

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PLEASE REVIEW THESE TERMS THOROUGHLY BEFORE SIGNING. ONCE SIGNED BY ALL PARTIES, THIS DOCUMENT WILL FORM A LEGALLY ENFORCEABLE AGREEMENT. IF YOU HAVE ANY QUESTIONS OR DO NOT FULLY UNDERSTAND THE CONTENTS, SEEK LEGAL COUNSEL BEFORE SIGNING.

All parties consent to conducting this transaction through electronic methods, including email, in accordance with the Uniform Electronic Transactions Act as implemented in Kansas and Missouri.

<u>BROKERAGE</u>	<u>SELLER</u>	<u>DATE</u>
<u>LICENSEE ASSISTING SELLER</u>	<u>SELLER</u>	<u>DATE</u>
	<u>SELLER ADDRESS</u>	
	<u>SELLER CITY, STATE, ZIP</u>	
	<u>SELLER PHONE #</u>	
	<u>SELLER EMAIL</u>	

Appointment of Designated Agent(s): The BROKER or an authorized representative of the BROKER designates:

act as the **Designated Agent(s)** on behalf of the SELLER. The SELLER agrees to the appointment of the designated individual(s) as their Designated Agent(s), or as a Transaction Broker or Disclosed Dual Agent in Missouri, if the same Designated Agent is also acting for the buyer. This is contingent upon both the SELLER and Buyer signing a Transaction Broker Addendum or Disclosed Dual Agency Amendment (for Missouri only), which the Buyer must sign before submitting an offer and the SELLER must sign before executing the Contract.

BROKER'S Signature (required in Missouri)