

# Seller's Agency Listing Contract (Exclusive Right to Sell)

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

1 \_\_\_\_\_ (whether one or more, "Owner")  
2 who claim to be the sole owners of the following described Property, appoint (*Insert Brokerage Co. name*)

3 \_\_\_\_\_, as the  
4 exclusive agent with the right to sell and find a buyer for the following property (the "Property"):

5 \_\_\_\_\_ MO \_\_\_\_\_  
6 **Street Address** **City** **Zip Code** **County**

7 for the period starting on the Effective Date and ending at 11:59 p.m. on \_\_\_\_\_, \_\_\_\_\_, 20\_\_

8 (including any written extensions, the "Listing Period") at the sale price of \$ \_\_\_\_\_

9 and terms of cash, or for any other price or terms approved by the Owner, and subject to the following special  
10 conditions (*if any*): \_\_\_\_\_  
11 \_\_\_\_\_

12  (**check box if legal description attached.** *If no legal description is provided, the legal description in the*  
13 *Owner's vesting deed(s) shall prevail, though it may be confirmed by a survey, if one is obtained in connection with a*  
14 *sale contract for the Property entered into by the Owner*)

15 The Owner agrees that the actions taken by REAL ESTATE to secure a buyer, including the investment of time and  
16 money through advertising, co-brokers, or other methods, will be deemed fair and adequate compensation for this  
17 Listing Agreement. The Owner will direct all inquiries and potential buyers received during the Listing Period, from any  
18 source, to REAL ESTATE in order to prevent any confusion regarding the agency relationship and avoid any  
19 misunderstandings related to compensation responsibility.

20 **BROKER PAYMENT, COLLABORATION, AND SHARED PAYMENT POLICY. Note: The broker's compensation**  
21 **(including shared compensation) is not determined by law and is subject to negotiation.**

22 (*Check and complete all that apply*)

23  **(1) Retainer Fee:**

24 The Owner agrees to pay REAL ESTATE a nonrefundable "Retainer Fee" of (insert dollar amount) \$ as partial  
25 compensation \_\_\_\_\_ for services provided under this agreement, regardless of whether or  
26 not the Property is sold.

27 The Retainer Fee (*check one*)  **WILL**  **WILL NOT** and will be applied toward any additional compensation due  
28 to REAL ESTATE for services provided under this Listing Contract if the Property is sold.

29 The Retainer Fee is due and payable to REAL ESTATE (*check and complete all that apply*):

- 30  on the Effective Date of this Listing Contract  
31  within \_\_\_\_ days after the Effective Date of this Listing Contract  
32  other: \_\_\_\_\_

33  **(2) Compensation:**

34 The Owner agrees to pay REAL ESTATE as "**Compensation**" for services rendered under this agreement if, during  
35 the term of this Listing Contract, a ready, willing, and able buyer is secured by REAL ESTATE, its affiliated  
36 licensee(s), the Owner, or any other broker or individual during the Listing Period. (*check and complete all that apply*):

- 37  A fee in the amount of \$ \_\_\_\_\_  
38  A fee in the amount of \_\_\_\_\_ % of the sale price  
39  Other: \_\_\_\_\_

40 **Unrepresented Buyer.** If the buyer procured is not represented by another licensed real estate broker

41 ("**Unrepresented Buyer**"), REAL ESTATE Compensation specified above will be adjusted to:

- 42  No change, Compensation remains the same as indicated above  
43  A fee in the amount of \$ \_\_\_\_\_  
44  A fee in the amount of \_\_\_\_\_ % of the sale price  
45  Other: \_\_\_\_\_

46  **(3) Cooperation and Shared Compensation:** *Note: The Owner understands that any cooperating broker may*  
47 *represent the interests of the buyers only, even if compensated by REAL ESTATE or the Owner.*

48 The policy of the REAL ESTATE firm permits the REAL ESTATE or their representatives to **collaborate** with other  
49 brokers operating under the brokerage relationships outlined in Section 339.710 RSMo. If the firm's policy allows for  
50 such collaboration, the Owner gives permission for the REAL ESTATE to distribute a portion of their Compensation,  
51 referred to as "Shared Compensation," up to the specified amount below.

52 *(Check the boxes that apply to indicate whether cooperation is permitted with each of the following brokerage*  
53 *relationships. If cooperation is authorized, please specify the dollar amount or percentage of the sale price to be*  
54 *offered for each (enter "0" if left blank))*

55  subagents of agents; (*i.e.*, limited agents representing Owner)

56 \$ \_\_\_\_\_ or \_\_\_\_\_% of sale price or  Consider at a later date

57  buyer's agents; (*i.e.*, limited agents representing prospective buyers)

58 \$ \_\_\_\_\_ or \_\_\_\_\_% of sale price or  Consider at a later date

59  transaction brokers; (*i.e.*, neutral licensees representing neither party)

60 \$ \_\_\_\_\_ or \_\_\_\_\_% of sale price or  Consider at a later date

61 Owner (*check one*):

62  Grants REAL ESTATE permission to reveal whether Shared Compensation is being offered, along with amount

63  Authorizes REAL ESTATE to disclose whether Shared Compensation is offered, without revealing amount

64  Does not authorize REAL ESTATE to disclose whether Shared Compensation is offered, or the amount

65  (*Check only if applicable*) REAL ESTATE offer of compensation excludes the following specific brokers or is  
otherwise limited (provide explanation): \_\_\_\_\_

66  **(4) Other Compensation:** *Check this box and complete below only if REAL ESTATE is charging any additional*  
*Compensation.*

67 Owner agrees to pay REAL ESTATE additional Compensation (check and complete all that apply):

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

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

70 **PROTECTION PERIOD:**

71 Any compensation owed under this Listing Agreement will also be paid if the Property is exchanged, optioned, sold,  
72 transferred, or otherwise conveyed \_\_\_\_\_. The **Protection Period**, which begins after the Listing Period  
73 expires, applies to any person introduced to the Property during the Listing Period. This period will only be applicable  
74 if REAL ESTATE provides the Owner with written notice, including the names of the potential buyers, either before or  
75 at the time of the Listing Period's expiration. It is understood and agreed that if REAL ESTATE presents an offer  
76 during the Listing Period, that will serve as sufficient notice regarding the identified prospects.

77 Notwithstanding the above, the Owner will not be required to pay any commission to the REAL ESTATE if, during the  
78 Protection Period, the Owner enters into a new, valid exclusive listing agreement with a different licensed real estate  
79 broker, the Property is exchanged, sold, transferred, conveyed, or otherwise disposed of during that time, and the  
80 Owner compensates the new broker at the closing of that transaction.

81 **OWNER "SELLER" CONCESSIONS:**

82 Seller grants permission to the REAL ESTATE to promote any seller concessions: (*please select one*):

83  Yes, in the amount of \$ \_\_\_\_\_  No  Consider at a later date.

84 Seller concessions are typically agreed upon in the purchase contract and can be used to cover the buyer's closing  
85 costs, prepaid items, inspection fees, lender charges, expenses related to the Title Commitment, Owner's Policy,  
86 lender's title insurance policy, buyer's agent fees, or other closing-related costs—subject to the buyer's lender's  
87 approval.

88 **WARRANTY PROGRAM.** Owner recognizes that home warranty protection plans are available and consents to  
89 (*check one*):  offer a warranty plan;  not offer a warranty plan;  consider at a later date.

90 If the Owner chooses to provide a home warranty plan, a separate agreement outlining the coverage details will be  
91 executed, and the REAL ESTATE may receive a fee from warranty provider for handling and administering the plan.

92 **DISCLOSURE AUTHORIZATIONS.** Owner (*check one*)

93 **Motivating Factors.**  **DOES**  **DOES NOT** authorize REAL ESTATE to share the following reasons behind the  
94 Owner's decision to sell the Property: \_\_\_\_\_

95 **Offers.**  **DOES**  **DOES NOT** authorize REAL ESTATE to reveal whether offers have been made on the Property.  
96

97 **Terms.**  **DOES**  **DOES NOT** Authorize the REAL ESTATE to share the details of any offers on the Property;  
98 however, such disclosure is allowed only as required by the MLS, relevant brokerage regulations, or the Code of  
99 Ethics and Standards of Practice of the National Association of REAL ESTATE (for example, to indicate that the  
100 Property is 'under contract').

101 **Love Letters.**  **DOES**  **DOES NOT** authorize REAL ESTATE to receive, review, or deliver to the Owner any  
102 'Love Letter' included with, or related to, any offer to purchase the Property or otherwise submitted. (*Refer to General*  
103 *Condition 12 and DSC-1010*).

104 **CURRENT EXCLUSIVE REPRESENTATION AGREEMENT.** Owner (*check one*)

105  **IS**  **IS NOT** a party in any other exclusive agreement for the sale of the Property.  
106 If the Owner is a party to such an exclusive representation agreement, that agreement will terminate on (date) \_\_\_\_.

108 **GENERAL CONDITIONS**

109 **1. Owner Disclosures.**

110 **A. Property Data and Disclosure Statement.** Owner acknowledges having read and approved the  
111 details provided in the Property Data Form (*if applicable*) regarding the Property, and the Owner acknowledges that  
112 REAL ESTATE is authorized to use this information for advertising and promoting the Property.

113 Owner (*check one*)  **DOES**  **DOES NOT** agree to fill out and submit a Disclosure Statement form to REAL  
114 ESTATE.

115 The Owner grants REAL ESTATE permission to share the Disclosure Statement and any information from the  
116 Property Data Form with prospects, inspectors, appraisers, potential lenders, and insurance companies. The Owner  
117 affirms that all information in the Disclosure Statement and Property Data Form (*if applicable*) is or will be true and  
118 accurate to the best of the Owner's knowledge, The Owner agrees to fully and promptly inform REAL ESTATE in  
119 writing of any new information related to the Property that is discovered or made known to the Owner at any time  
120 before closing or settlement, which constitutes an adverse material fact or could make any existing information in the  
121 Disclosure Statement or Property Data Form false or misleading. The Owner will also sign any revised forms as  
122 necessary. Additionally, the Owner agrees to promptly provide REAL ESTATE with all inspection reports (*if any*)  
123 concerning the Property and authorizes REAL ESTATE to share those reports with prospects.

124 **B. Notice of Intended Sale.** The Owner acknowledges that under § 429 RSMo., if the Owner has entered  
125 into a contract with anyone for work, labor, or materials for the Property, the Owner may be required to file a 'notice of  
126 intended sale' at least 45 days prior to the planned closing date to ensure the ability to deliver clear title at closing. If  
127 work, labor, or materials have been provided, the Owner should promptly consult legal advice to properly comply with  
128 this requirement.

129 **C. Lead-Based Paint Disclosure.** (*Check (1) or (2)*)

130  **(1)** The Owner affirms that the sale or lease of the above Property is exempt from the disclosure requirements  
131 under 42 U.S.C. 4852d because **(a)** the Property is not residential real estate, or **(b)** the Property was built in 1978 or  
132 later, or **(c)** other (*Describe*) \_\_\_\_\_.

133  **(2)** The sale or lease of this Property is subject to the disclosure requirements under 42 U.S.C. 4852d. *Please*  
134 *refer to the Lead-Based Paint Disclosure Form.*

135 **D. Representations.** The Owner affirms that, unless otherwise stated on a Disclosure Statement,  
136 Property Data Form, or otherwise in writing: **(1)** the Owner is unaware of any actual or proposed special subdivision,  
137 homeowner's association, or condominium assessments; **(2)** the Owner is not aware of any other adverse material  
138 facts that would negatively impact the value of the Property; and **(3)** to the best of the Owner's knowledge, all  
139 mechanical systems of the Property and the appliances being sold are in proper working condition or will be repaired  
140 as necessary in accordance with the terms of any sale or contract entered into by the Owner related to the Property  
141 and governed by this Listing Contract. These statements are not to be interpreted as a warranty of condition, but  
142 merely as the Owner's knowledge and opinion. The Owner agrees to fully inform and notify REAL ESTATE if there is  
143 a possibility that the Owner's net sale proceeds will be inadequate to cover, at closing, all loans secured by the  
144 Property, along with any liens and closing costs. In such a case, it may be necessary to include MR form MSC-1025  
145 (Short Sale Supplement to Listing Contract).

146 Owner represents that Owner (*check one*)  **IS**  **IS NOT** a "nonresident individual" as defined in the Foreign  
147 Investment in Real Property Tax Act ("FIRPTA"), 26 U.S.C. §1445.

148 A "foreign person" refers to a nonresident alien individual, a foreign corporation that has not opted to be treated as a  
149 domestic corporation, a foreign partnership, trust, or estate. It does not apply to U.S. citizens or resident alien individuals.  
150 If the Owner qualifies as a foreign person under FIRPTA, mandatory withholding of funds from the sale proceeds may  
151 be required unless an exception is applicable, or the Owner submits written documentation from the IRS confirming that  
152 withholding is not required or necessary before Closing. For more detailed information on FIRPTA, please refer to the  
153 official IRS website at <https://www.irs.gov/individuals/international-taxpayers/firpta-withholding>. Given the complexity and  
154 potential risks associated with FIRPTA, it is strongly recommended that the Owner consult with legal and tax professionals  
155 to ensure proper compliance, especially if claiming or relying on any exceptions.

156 **E. Indemnity.** The Owner agrees to hold REAL ESTATE, brokers, and their respective affiliated parties  
157 The Owner agrees to hold REAL ESTATE, brokers, and their affiliated parties harmless for any damages, actions,  
158 claims, losses, or expenses (including reasonable attorney's fees) arising from any misrepresentation, nondisclosure,  
159 or concealment by the Owner in connection with the sale or lease of the Property, including inaccuracy of information in  
160 any Property Data Form or Disclosure Statement or otherwise provided or omitted by the Owner. The Owner agrees to  
161 carefully review all listing information prepared by REAL ESTATE and promptly notify REAL ESTATE in writing of any  
162 errors or omissions. The Owner acknowledges full personal responsibility for any claims made by a buyer, tenant, or  
163 other third party at any time concerning any errors or omissions in the information provided to the REAL ESTATE.  
164 REAL ESTATE shall not be held liable in any way for such errors or omissions.

165 **2. Title/Survey.** The Owner shall provide either a certified-to-date abstract showing marketable title, a title  
166 insurance policy, or other acceptable evidence of insurability, and shall transfer the Property, if sold, by a good and  
167 sufficient warranty deed as required by the terms of any sale or contract relating to the Property and covered by this  
168 Listing Contract. The Owner also agrees to promptly supply REAL ESTATE with a copy of any available survey  
169 report.

170 **3. Taxes and Assessments.** The Owner shall fully pay all state, county, and municipal taxes and assessments,  
171 both general and special, that are liens on the Property, except for taxes due in the calendar year of closing, which  
172 shall be prorated as of the date the deed is delivered. If the current year's tax amount is not yet available, the  
173 proration may be based on the prior year's tax amount.

174 **4. Earnest Money/Liquidated Damages.** The earnest money shall be applied to the sale price and placed  
175 in an escrow account until closing, or as otherwise specifically directed in any contract accepted by the Owner. Unless  
176 later modified by a written agreement specifically referencing and amending this General Condition 4, if a buyer fails  
177 to perform under a contract through no fault of REAL ESTATE, any earnest money released to the Owner shall first  
178 be used to reimburse actual, documented expenses incurred by either the Owner or REAL ESTATE related to the  
179 contract. The remaining balance shall then be equally divided, with one-half (1/2) going to the Owner and one-half  
180 (1/2) to REAL ESTATE as compensation in lieu of further payment. However, REAL ESTATE shall not receive more  
181 than the total amount originally agreed upon as full compensation for brokerage services.

182 **5. MLS/Cooperation/Lock Boxes.** Owner authorizes Real Estate: **(A)** to file part or all of the information  
183 set forth in this Listing Contract may be submitted to the MLS for dissemination to other MLS participants in  
184 accordance with MLS rules and any agreements between Real Estate and participants. This information may also  
185 be provided to such participants, the Association/Boards of Real Estate, their members, prospective members,  
186 appraisers, and other professional users of real estate data, including the sale price and Property address, both  
187 before and after the closing of any sale of the Property; **(B)** To cooperate with and offer compensation to other  
188 brokers acting pursuant to any brokerage relationship in accordance with Real Estate company policy as set forth  
189 herein; and **(C)** to place a lock box on the Property, allowing Real Estate and authorized cooperating brokers  
190 access to keys to the Property. The Owner shall, without limitation, indemnify and hold harmless Real Estate, the  
191 Association/Boards of Real Estate, the participants, lock box manufacturer, and lock box distributor/service center  
192 from any and all actions, suits, expenses, damages, and liabilities, including attorney's fees, arising out of, connected  
193 with, or resulting from the use of a lock box. However, the Owner shall not indemnify or hold lock box users harmless  
194 for claims arising from the intentional or grossly negligent acts of the lock box users.

195 **6. Advertising.** The Owner authorizes Real Estate to take and use photographs and video recordings of both  
196 the interior and exterior of the improvements on the Property, to place a "For Sale" sign on the Property, to  
197 remove any other signs, and to advertise the Property in any manner deemed appropriate by Real Estate. This  
198 includes, but is not limited to (unless otherwise specified), promotion via the Internet, virtual tours, websites  
199 trade journals, and any other medium, as well as communications through email and facsimile.

200 **7. Inspections/Access.** Owner authorizes: **(A)** Real Estate, cooperating brokers and their respective  
201 licensee(s) to show the Property to prospects; and **(B)** The foregoing, plus such prospects and their lenders,  
202 appraisers, and inspectors, may make, or allow third parties to make, inspections of the Property as deemed  
203 necessary, including but not limited to taking photographs or video recordings of the interior and exterior of the  
204 improvements on the Property, upon reasonable notice to the Owner and at all reasonable times. Owner should

205 remove any items of a personal nature that they do not want photographed, recorded, or transmitted (e.g., family  
206 photos, paperwork, and personally identifiable information). The Owner will arrange, at their own expense, to have  
207 all utilities turned on during any inspection and "walk-through" of the Property. The opinions resulting from such  
208 inspections may be disclosed to interested parties. The Owner agrees to remove or secure and (if desired) insure  
209 all property and valuables (including but not limited to firearms, money, medicine, jewelry, electronics, and personal  
210 documents), to assume the risk for any vandalism, theft, or damage of any kind, and to maintain the Property in good  
211 repair until the date of closing.  
212 The Owner also acknowledges that it is impossible for Real Estate to screen and/or monitor all individuals who may  
213 access the Property (e.g., buyer prospects and agents, inspectors, appraisers, contractors, and other parties) in order  
214 to complete a sale and closing. Accordingly, the Owner assumes the risk of, and hereby releases and agrees to hold  
215 Real Estate, its agents, and employees harmless from and against, any and all claims and liabilities resulting from  
216 exposure to any airborne virus or other disease-causing organism or object (e.g., the flu or COVID-19) as a  
217 consequence of such access.

218 **8. Recordings Within the Property.** The owner acknowledges that recording, remotely monitoring, or  
219 transmitting audio or video of potential buyers or their representatives could breach State, Local, and/or Federal laws.  
220 The owner agrees to release and indemnify the Real Estate agency, along with its agents and employees, from any  
221 liability that may arise from the owner's actions in recording, monitoring, or transmitting audio or video on the property,  
222 as well as from any third party who may photograph, record, or transmit audio, images, or video of the property.

223 **9. Legal and Professional Advice.** A Real Estate recommends that the Owner consult with legal, tax,  
224 and other professionals regarding any real estate transaction. The Real Estate does not make any guarantees or  
225 claims about the advisability of any transaction and is not an expert in law, tax, financing, surveying, structural or  
226 mechanical conditions, or hazardous materials, engineering or other specialized topics. The Owner is advised to  
227 seek expert assistance in these areas. Real Estate will collaborate with experts chosen and hired by the Owner,  
228 but Real Estate assumes no responsibility for such matters.

229 **10. Default/Remedies.** If the Owner breaches this Listing Contract or if it becomes necessary for Real Estate  
230 to hire an attorney to enforce any of its terms, then, in addition to any other rights or remedies available at law or in  
231 equity, Real Estate shall be entitled to recover all litigation costs and expenses, including but not limited to court  
232 costs and reasonable attorney fees. The provisions of this Section will remain in effect after the expiration or any  
233 early termination of this Listing Contract.

234 **11. Franchise Disclosure.** *(Real Estate to check box only if applicable).*

235  Real Estate is part of a franchise, and under the terms of its franchise agreement, the franchisor has no legal  
236 responsibility for the actions of Real Estate, even though it uses the franchisor's trade name or insignia.

237 **12. Equal Opportunity.** The Property will be offered for sale without discrimination based on race, color,  
238 religion, sex, disability/handicap, familial status, national origin, sexual orientation, or gender identity, and in full  
239 compliance with all local, state, and federal fair housing laws. Real Estate will adhere to the Owner's instructions (as  
240 provided above or in writing later) regarding any "Love Letter," picture, or photograph that accompanies or becomes  
241 part of any offer made for the Property. Real Estate recommends that no "Love Letter" be submitted to the Owner,  
242 and that any such letter be returned to the offeror (potential buyer), even if it cannot be separated from the offer. A  
243 "Love Letter" is a personal note written by buyers, often with photos, intended to make their offer more memorable.  
244 These letters can disclose personal information about the buyer (such as characteristics protected by law) that should  
245 not influence the Owner's decision when evaluating competing offers. *(See DSC-1010)*

246 **13. Owner Consent to Brokerage Relationships:**

247 **A. Seller Limited Agency as Starting Point; Effect of In-House Sales.** Pursuant to this Listing Contract,  
248 Real Estate will initially serve as the Owner's limited agent, with the responsibilities and obligations of a seller's limited  
249 agent under Missouri law, as outlined below following the parties' signatures. However, the Owner acknowledges  
250 that, at times, a prospective buyer may hire Real Estate to act in one of several possible roles or capacities with  
251 respect to that buyer, depending on the specific brokerage relationships allowed by Real Estate's company policy.  
252 The following subsections describe circumstances where Missouri law may permit or require a conversion of Real  
253 Estate's brokerage relationship with the Owner to a different brokerage relationship. Each subsection must be  
254 completed. Disclosure of any conversion to a different brokerage relationship shall be made upon its occurrence,  
255 as may be required by applicable rule or regulation.

256 **The following is to be completed only if designated agency is permitted and authorized as of the Effective**  
257 **Date of this agreement.** Real Estate hereby appoints the following affiliated licensee(s) as designated agent(s) to  
258 represent the Owner, excluding all other affiliated licensees:

259 \_\_\_\_\_

260 \_\_\_\_\_

261 By: \_\_\_\_\_ Date: \_\_\_\_\_

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

263 **B. Conversion to Dual Agency occurs when Real Estate is engaged by the Buyer as their agent.** If  
264 a prospective buyer has engaged Real Estate as a buyer's agent, Missouri law permits Real Estate to show the  
265 Property to and represent the buyer, acting as a dual agent for both the Owner and the buyer, with written consent  
266 from all parties. In this case, Real Estate may act as a dual agent with the duties and obligations outlined under  
267 Missouri law, as set forth below following the parties' signatures.

268 **Does Owner consent to Real Estate representing both Owner and a buyer as dual agent? (Check one):**

269  Yes  No  Not applicable, as dual agency is not permitted by Real Estate company policy.

270 **C. Authorized Agents for Seller and Buyer; Potential Transition to Dual Agency or Transaction**  
271 **Brokerage.** Missouri law allows a Real Estate to designate one or more affiliated licensees as designated agents to  
272 represent the Owner as limited agents, excluding all other affiliated licensees.

273 **Does Owner consent to Real Estate appointment of designated agent(s)? (Check one):**

274  Yes  No  Designated agency is not applicable as it is not offered under the Real Estate company policy.

275 An individual broker, designated broker, or office manager/supervising broker affiliated with a Real Estate will not be  
276 considered a dual agent or transaction broker solely because they have appointed one or more affiliated licensees  
277 to represent the Owner, excluding all other affiliated licensees. However, any licensee who personally represents  
278 both the Owner and the buyer in the same transaction will be considered a dual agent or transaction broker.

279 Additionally, if the broker oversees licensees on both sides of a transaction, they will be considered a dual agent  
280 or transaction broker if they become aware of confidential information about either party or are consulted by any  
281 licensee involved in the transaction. Similarly, if the broker supervises the licensee representing one side of the  
282 transaction while personally representing or assisting the other side, they will be a dual agent or transaction broker.  
283 In such cases, the broker or licensee must fully comply with all applicable and relevant dual agent or transaction  
284 broker provisions under Missouri law as clearly outlined following the parties' signatures below.

285 **D. Conversion to Transaction Brokerage When Real Estate Is Hired by Buyer to Represent Interests**  
286 **Agent or Transaction Broker.** If a prospective buyer has engaged Real Estate to act in the capacity of buyer's

287 agent or transaction broker, Missouri law allows Real Estate to show the Property to and assist the buyer as a  
288 transaction broker, helping both the Owner and the buyer without forming an agency relationship with either party,  
289 provided all parties give written consent. In this case, Real Estate may act as a transaction broker with the duties  
290 and obligations of a transaction broker under Missouri law, as outlined following the parties' signatures below. **Note:**  
291 If the Real Estate intends to switch to transaction brokerage but the Owner does not agree to this change, the Real  
292 Estate may withdraw from representing the Owner without incurring any liability. This withdrawal will not affect the  
293 Real Estate ability to represent the other party in the transaction or prevent the Real Estate from representing the  
294 Owner in a future transaction that does not involve transaction brokerage.

295 **Does Owner agree to Real Estate assisting both in the role of a transaction broker? (Check one):**

296  Yes  No  Transaction brokerage is not offered due to Real Estate company policy.

297 **E. Designated Transaction Broker for Owner and Buyer.** Missouri law permits Real Estate to appoint  
298 one or more licensees associated with Real Estate as designated transaction broker(s) to assist the Owner without  
299 establishing an agency relationship, excluding all other affiliated licensees.

300 **Does Owner agree to Real Estate designation of transaction broker(s)? (Check one):**

301  Yes  No  Designated transaction brokerage is not available due to Real Estate company policy.

302 **14. Minimum Brokerage Services (§339.780.7 RSMo.).** Owner acknowledges having read the applicable  
303 "Duties and Obligations" outlined on the following pages of this form, and in accordance with Missouri law, Real Estate,  
304 through its designated broker and/or one or more affiliated licensees, will provide at least the following essential  
305 services:

- 306 1. Accept delivery of and present to Owner or customers any offers and counteroffers to buy, sell, or lease the  
307 Owner's Property;
- 308 2. Assist Owner or customers in creating, communicating, negotiating, and presenting offers, counteroffers, and  
309 related notices until a lease or purchase agreement is signed and all contingencies are either satisfied or waived;  
310 and
- 311 3. Answer questions from Owner or customer regarding offers, counteroffers, notices, and contingencies.

312 **15. Licensee Personal Interest Disclosure. (complete only if applicable)**

313 \_\_\_\_\_ (insert name of licensee)

314 is a licensed real estate agent or broker, and is (select one or more, as appropriate):

315  a party to this transaction;

316  a principal of and/or has a direct or indirect ownership interest in  Owner  Buyer, and/or

317  an immediate family member of  Owner  Buyer.

318 **16. Special Agreements.** \_\_\_\_\_

319 \_\_\_\_\_

320 \_\_\_\_\_

321 **17. Signatures.** This Listing Agreement may be signed in several counterparts, each of which will be  
322 considered an original, but all of which together will form a single, unified document. For the purposes of executing  
323 this Listing Agreement, a document signed and/or sent through any electronic method recognized as valid under the  
324 Missouri Uniform Electronic Transactions Act, including, but not limited to, by fax, digital signature, or a scanned copy  
325 such as a PDF sent via email, shall be considered the same as an original signature and document. Upon request by  
326 any party, the others agree to validate faxed or scanned signatures by signing a physical original.

327  (**Check Box only if applicable**) By selecting this box, the Owner and Real Estate specifically acknowledge and  
328 consent that modifications to this Listing Agreement may be carried out by the individuals named below through email  
329 communication using the email addresses listed for each party below.

330 **18. Effective Date.** The "Effective Date" will be considered the date of final acceptance, as shown by the date  
331 next to the signature of the last party to execute this Listing Agreement, (*unless stated otherwise below*) \_\_\_\_\_.

332 **LISTING CONTRACT ACCEPTED**

333 **By signing below, the Owner confirms ACCEPTANCE of this Listing Agreement and acknowledges**  
334 **receiving one (1) copy of it. The Owner further affirms receipt of the Missouri Real Estate Commission**  
335 **Broker Disclosure Form either prior to signing this Contract or at the time the Real Estate obtained any**  
336 **personal or financial information, whichever came first.**

337  *Mark this box if more signatures are required and include the Additional Signature Page (Form MSC-5070).*

338 \_\_\_\_\_ **Owner:** \_\_\_\_\_

341 **Insert listing agent's printed firm name** Print Name: \_\_\_\_\_

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

343 By: \_\_\_\_\_ Email Address: \_\_\_\_\_

344 Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

345 Email Address: \_\_\_\_\_ Owner's Address: \_\_\_\_\_

346 Title: \_\_\_\_\_

347 Date: \_\_\_\_\_ **Owner:** \_\_\_\_\_

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

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

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

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

352 *(If relevant, provide the additional name, title, and*  
353 *email address of the Broker and/or Agent*  
354 *authorized to make amendments via email)* Owner's Address: \_\_\_\_\_

354 Name: \_\_\_\_\_ **If signing on behalf of a trust or legal entity, print the**  
355 **entity's name along with your title below:**

355 Title: \_\_\_\_\_ *Printed Entity Name*

356 Email Address: \_\_\_\_\_ *Title(s):* \_\_\_\_\_

## **SELLER'S (OR LANDLORD'S) AGENT'S DUTIES AND OBLIGATIONS (§ 339.730, RSMo.)**

1. A licensee representing a seller or landlord as the seller's or landlord's agent shall act as a limited agent, with the following responsibilities and duties:
  - (A) To fulfill the terms of the written agreement established with the client;
  - (B) To exercise reasonable skill and care for the client;
  - (C) To prioritize the client's interests with the highest level of good faith, loyalty, and commitment, including:
    - (i) Striving to secure a price and terms that are acceptable to the client, provided that the licensee is not required to seek additional purchase offers while the Property is under a sales contract, or additional lease offers while the Property is under a lease or letter of intent to lease;
    - (ii) Presenting all written offers to and from the client promptly, regardless of whether the Property is under a sale or lease contract, or a letter of intent to lease;
    - (iii) Disclosing to the client any adverse material facts that are actually known or should have been known by the licensee; and
    - (iv) Recommending that the client seek expert advice on material matters known to the licensee, but which are beyond the licensee's area of expertise.
  - (D) To account in a timely manner for all money and Property received;
  - (E) To adhere to all provisions of sections 339.710 to 339.860, subsection 2 of section 339.100, and any rules and regulations established under those sections; and
  - (F) To follow all relevant federal, state, and local laws, rules, regulations, and ordinances, including those related to fair housing and civil rights.

2. A licensee acting as a seller's or landlord's agent shall not reveal any confidential information about the client unless required by law, rule, or regulation, or if failure to disclose would result in a misrepresentation, or if disclosure is necessary to defend the licensee in an administrative or legal proceeding, or before a professional committee. No legal action shall be taken against a licensee acting as a seller's or landlord's agent for making any disclosure that is required or permitted.

3. A licensee acting as a seller's or landlord's agent has no duty or obligation to a customer, except for the requirement to disclose to the customer any adverse material facts that are actually known or should have been known by the licensee. A seller's or landlord's agent is not required to perform an independent inspection or uncover any adverse material facts for the benefit of the customer, nor are they obligated to independently verify the accuracy or completeness of any statements made by the client or an independent inspector.

4. An agent representing a seller or landlord may present properties not owned by the client to potential buyers or renters and can list competing properties for sale or lease without violating responsibilities or commitments to the client.

5. A seller or landlord may agree in writing with an agent that other designated brokers may be hired and paid as subagents. Any designated broker acting as a subagent for the seller or landlord shall be a limited agent with the duties and responsibilities outlined in subsections 1 to 4 of this section.

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

A dual agent serves as a limited agent for both the buyer and seller or the landlord and tenant and is responsible for the following duties and obligations:

1. Unless otherwise stated, a dual agent may share with one client any material information obtained from the other client that is relevant to the transaction, unless that information is considered confidential under section 339.710(8), R.S.Mo.
2. A dual agent may not disclose the following sensitive and personal information without the prior consent of the client to whom it relates:
  - (A) That a buyer or lessee is prepared to offer more than the stated price or rate for the Property;
  - (B) That a seller or landlord is willing to accept less than the listed price or rate for the Property;
  - (C) The reasons motivating any client to buy, sell, or lease the Property;
  - (D) That a client may accept financing terms different from those offered; and
  - (E) The terms of any prior offers or counter offers made by any party.
3. A dual agent must not reveal any confidential details about one client to the other unless such disclosure is clearly mandated by applicable law, regulation, or rule; is reasonably necessary to prevent a false or misleading representation; or is required to properly defend the affiliated licensee in a legal, administrative, or professional disciplinary proceeding. No individual shall have valid grounds for legal action against a dual agent for making a disclosure that is either required or permitted by law. The act of making such a disclosure does not, in itself, end the dual agency relationship.
4. In a dual agency relationship, there shall be no automatic imputation of knowledge or confidential information between the client and the dual agent, nor among individuals within an entity that is formally engaged as a dual agent.

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

1. A licensed real estate professional can assist any party involved in a potential transaction without establishing an agency or fiduciary duty to any of the parties. This type of professional is referred to as a transaction broker.
2. A transaction broker is responsible for carrying out the following duties and responsibilities:
  - (A) To fulfill the conditions of any agreement entered into with any party involved in the transaction;
  - (B) To apply reasonable skill, care, and diligence as a transaction broker, including but not limited to:
    - (i) To promptly present all written offers and counteroffers, regardless of whether the property is under a sale or lease contract or a letter of intent, unless the agreement with the party specifically provides otherwise, ensuring transparency and clear communication throughout;
    - (ii) To inform the parties about the transaction and recommend that they seek expert advice on important matters that the transaction broker is aware of but are beyond the broker's expertise, ensuring informed decision-making throughout the process;
    - (iii) Accounting in a timely manner for all money and Property received;
    - (iv) To disclose to each party involved in the transaction any material adverse facts that the licensee has actual notice of or knowledge about;
    - (v) To help the parties in fulfilling the terms and conditions of any contract;
    - (vi) The parties in a transaction shall not be held responsible for actions taken by the transaction broker.
3. A transaction broker shall not disclose the following information without the informed consent of the party or parties who provided such information to the broker:
  - (A) That a buyer or tenant is prepared to offer more than the purchase price or lease rate for the property;
  - (B) That the seller or landlord is open to accepting a price or rate lower than the listed amount for the property;
  - (C) The reasons driving any party to buy, sell, or lease the property;
  - (D) That a seller or buyer is willing to accept financing terms different from those initially offered;
  - (E) Any private information about the other party, unless its disclosure is mandated by law, statute, rules, or regulations, or withholding it would amount to fraud or dishonest conduct.
4. A transaction broker is not obligated to perform an independent inspection or investigation for any adverse material facts on behalf of the parties.
5. A transaction broker is not required to independently investigate the buyer's financial condition.
6. A transaction broker may take the following actions without violating any duties or responsibilities:
  - (A) Present other properties not owned by the seller or landlord to a potential buyer or tenant;
  - (B) List competing properties for sale or lease;
  - (C) Present 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 individual party and the transaction broker, including all individuals within an entity officially engaged as the transaction broker if the broker is an entity, are deemed to have only actual, current knowledge and information. No knowledge or information is automatically attributed by law between any party and the transaction broker, or between any party and any person within the entity acting as the transaction broker if the broker is an entity.
8. A transaction broker may collaborate and cooperate with other brokers, and such cooperation does not create or imply an agency or subagency relationship.
9. Nothing in this section prevents a transaction broker from serving as a single limited agent, dual agent, or subagent for either a buyer or seller, provided that all disclosure requirements regarding such roles are properly fulfilled.
10. Nothing in this section changes or removes the broker's responsibility, as outlined herein, for the behavior and actions 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 all rules and regulations established under those sections; and
  - (B) Follow all applicable federal, state, and local laws, rules, regulations, and ordinances, including those related to fair housing and civil rights.