



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

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

1 \_\_\_\_\_ (whether one or more, "Owner")  
2 who represent to be all of the owners of the following described Property, appoints (*Insert Brokerage Co. name*)  
3 \_\_\_\_\_ ("REALTOR®"), as the sole and  
4 exclusive agent with exclusive right to sell, to find a buyer for the following property, consisting of \_\_\_\_\_ acres  
5 more or less (the "Property"):

6 \_\_\_\_\_ MO \_\_\_\_\_  
7 **Street Address** **City** **Zip Code** **County**  
8 (*Complete as applicable:*) \_\_\_\_\_  
9 **Section** **Township** **Range** **Lot or Parcel ID No.**

10 for the period beginning with the Effective Date and ending at 11:59 p.m. on \_\_\_\_\_, \_\_\_\_\_, 20\_\_\_\_  
11 (together with any written extension thereof, the "Listing Period") at the sale price of \$ \_\_\_\_\_  
12 and terms of cash, or for any other price or terms to which Owner shall consent, and under the following special  
13 terms (*if any*): \_\_\_\_\_  
14 \_\_\_\_\_

15  (**Check box if legal description attached.** *If no legal description is provided, then the legal description on*  
16 *Owner's vesting deed(s) to govern, which may however be confirmed by a survey, if any, obtained pursuant to a*  
17 *sale contract for the Property hereafter entered into by Owner.*)

18 Owner acknowledges that the efforts and endeavors of REALTOR® to procure a buyer, by expenditure of time and  
19 money, through advertising, co-brokers or otherwise, shall constitute good and sufficient consideration for this  
20 Listing Contract. Owner will refer all inquiries and prospects Owner may receive during the Listing Period, from any  
21 source, to REALTOR® to avoid the possibility of confusion over agency or brokerage relationships and  
22 misunderstandings about liability for compensation.

23 **BROKER COMPENSATION, COOPERATION AND SHARED COMPENSATION POLICY. Note: The amount or**  
24 **rate of broker compensation (including shared compensation) is not set by law and is negotiable.**

25 (*Check and complete all that apply*)

26  **(1) Retainer Fee:**

27 Owner shall pay REALTOR® as partial compensation in the form of a nonrefundable "Retainer Fee" in the amount  
28 of (insert dollar amount) \$ \_\_\_\_\_ for services rendered hereunder regardless of whether or not the  
29 Property is sold.

30 The Retainer Fee (*check one*)  **WILL**  **WILL NOT** be credited against any other Compensation owed to  
31 REALTOR® for services rendered hereunder in the event the Property is sold under this Listing Contract.

32 The Retainer Fee shall be due and payable to REALTOR® (*check and complete all that apply*):

- 33  on the Effective Date of this Listing Contract
- 34  within \_\_\_\_\_ days after the Effective Date of this Listing Contract
- 35  other: \_\_\_\_\_

36  **(2) Compensation:**

37 Owner shall pay REALTOR®, as "Compensation" due REALTOR® for services rendered hereunder if during the  
38 term of this Listing Contract, a ready, willing and able buyer is procured by REALTOR®, its affiliated licensee(s),  
39 Owner, or any other broker or person during the Listing Period. (*check and complete all that apply*):

- 40  A fee in the amount of \$ \_\_\_\_\_
- 41  A fee in the amount of \_\_\_\_\_ % of the sale price
- 42  Other: \_\_\_\_\_

43 Unrepresented Buyer. If the procured buyer is not represented by another licensed real estate broker  
44 ("Unrepresented Buyer"), then REALTOR®'s Compensation set forth above is adjusted to:

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

49  **(3) Cooperation and Shared Compensation:** *Note: The Owner understands that any cooperating broker*  
50 *may represent the interests of buyers only, even if compensated by the Real Estate or Owner.*

51 The company policy of the Real Estate permits the Real Estate or their agents to collaborate with other brokers  
52 operating under the brokerage relationships specified in Section 339.710 RSMo. If the company policy of the Real  
53 Estate allows such collaboration, the Owner gives permission for the Real Estate to distribute a portion of their  
54 Compensation ("**Shared Compensation**") as indicated below:

55 *(Please check all relevant boxes to confirm whether cooperation is allowed with each of the following brokerage*  
56 *relationships. If cooperation is permitted, specify the dollar amount or percentage of the sale price that will be*  
57 *offered for each (enter "0" if left blank))*

58  subagents of Real Estate; (*i.e.*, limited agents representing Owner)

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

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

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

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

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

64 Owner (*check one*):

65  Grants permission for Real Estate to reveal if Shared Compensation is offered and the amount

66  Grants permission for Real Estate to disclose if Shared Compensation is offered, but not the amount

67  Does not grant permission for Real Estate to disclose if Shared Compensation is offered, or the amount

68  (*Check only if applicable*) The Real Estate compensation offer does not include the following specific brokers, or  
69 is otherwise restricted (*provide details*): \_\_\_\_\_

70  **(4) Other Compensation:** *Check this box and fill in the details below only if the Real Estate is charging any*  
*additional Compensation.*

71 The owner agrees to pay Real Estate Other Compensation (*check and complete all that apply*):

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

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

74 **PROTECTION PERIOD:**

75 Any Compensation owed under this Listing Agreement shall also be payable if the Property is exchanged, optioned,  
76 sold, conveyed, or otherwise transferred within \_\_\_\_\_ days after the Listing Period ends (the "Protection Period") to  
77 any individual who was introduced to the Property by anyone during the Listing Period. The Protection Period will  
78 only be effective if the Real Estate agent has provided the Owner with written notice, including the names of the  
79 potential buyers, prior to or upon the expiration of the Listing Period. It is understood and agreed that presenting an  
80 offer during the Listing Period will serve as adequate notice regarding the prospects listed in the offer.

81 However, the Owner will not be required to pay Compensation to the Real Estate if a valid exclusive listing  
82 agreement is signed with another broker during the Protection Period, and the exchange or transfer of the Property  
83 takes place during the Protection Period, provided the Owner compensates the new listing broker at closing.

84 **OWNER "SELLER" CONCESSIONS:**

85 Owner authorizes Real Estate to advertise seller concessions: (*check one*):

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

87 Seller concessions are typically negotiated in the sale contract and may be used to cover the buyer's closing costs,  
88 prepaids, inspections, lender fees, charges, Title Commitment, Owner's Policy or lender title insurance costs,  
89 buyer's broker fees, or any other expenses/fees related to the closing, all subject to approval by the buyer's lender.

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

91 **Motivating Factors.**  **DOES**  **DOES NOT** permit Real Estate to disclose the following motivating factors for  
92 Owner in selling the Property: \_\_\_\_\_

93 **Offers.**  **DOES**  **DOES NOT** permit Real Estate to disclose the existence of offers on the Property.

94 **Terms.**  **DOES**  **DOES NOT** allow Real Estate to disclose the terms of offers on the Property; however,  
95 Real Estate may disclose such terms as required by the MLS, applicable brokerage law, or the National Association  
96 of Real Estate Code of Ethics and Standards of Practice (e.g., that the Property is "under contract").  
97 **CURRENT EXCLUSIVE REPRESENTATION AGREEMENT.** Owner (*check one*)  
98  **IS**  **IS NOT** a party to any other exclusive representation agreement concerning the sale of the Property. If  
99 the Owner is a party to such an agreement, that agreement ends on (date) \_\_\_\_\_.

## 105 GENERAL CONDITIONS

### 106 **1. Owner Disclosures.**

107 **A. Property Data and Disclosure Statement.** Owner confirms having read and approved the  
108 information in the Property Data Form (*if applicable*) regarding the Property, and acknowledges that Real Estate is  
109 authorized to rely on this information for advertising and promoting the Property.

110 Owner (*check one*)  **DOES**  **DOES NOT** agree to fill out and provide a Disclosure Statement form to Real  
Estate.

111 Owner grants Real Estate permission to share the Disclosure Statement and any information in the Property Data  
112 Form with prospects, inspectors, appraisers, potential lenders, and insurance companies. Owner affirms that all  
113 information in the Disclosure Statement and Property Data Form (*if applicable*) is or will be true and accurate to the  
114 best of the Owner's knowledge, Owner agrees to fully and promptly disclose in writing to Real Estate any new  
115 information regarding the Property that is discovered by or made known to the Owner before closing or settlement,  
116 which constitutes an adverse material fact or makes any existing information in the Disclosure Statement or  
117 Property Data Form false or misleading. Owner will sign any necessary revised forms. Additionally, Owner agrees  
118 to promptly provide Real Estate with all inspection reports (*if any*) regarding the Property and authorizes Real  
119 Estate to disclose and share these reports with prospects.

120 **B. Representations.** Owner represents that, unless noted in a Disclosure Statement, Property Data  
121 Form, or other written documentation: **(1)** Owner is unaware of any actual or proposed special subdivision,  
122 homeowner's association, or condominium assessments; **(2)** Owner is unaware of any other adverse material facts  
123 that negatively impact the value of the Property; and **(3)** to the best of Owner's knowledge, all utilities available at  
124 the Property (if any) are in proper working condition or will be restored as required by the terms of any sale or  
125 contract entered into by Owner affecting the Property and governed by this Listing Contract. These representations  
126 are not to be interpreted as a warranty of condition, but rather as the knowledge and opinion of the Owner. Owner  
127 agrees to fully inform and advise Real Estate if there is a possibility that the Owner's net sale proceeds will be  
128 insufficient to cover all loans secured by the Property, plus any liens and closing costs at the time of closing. In  
129 such cases, it may be necessary to attach MR form MSC-1025 (Short Sale Supplement to Listing Contract).

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

132 A "foreign person" refers to a nonresident alien individual, a foreign corporation that has not chosen to be treated as a  
133 domestic corporation, a foreign partnership, trust, or estate. It excludes U.S. citizens or resident alien individuals. If the  
134 Owner qualifies as a foreign person under FIRPTA, mandatory withholding from the sale proceeds may be required,  
135 unless an exception applies or the Owner provides written confirmation from the IRS stating that withholding is not  
136 required prior to Closing. Additionally, certain conditions may apply. For more information on FIRPTA, see  
137 <https://www.irs.gov/individuals/international-taxpayers/firpta-withholding>. Due to the complexity and potential risks of  
138 FIRPTA, the Owner should consult legal and tax advisors regarding compliance, especially if an exception is claimed  
139 to apply or be relied upon.

140 **C. Indemnity.** The Owner agrees to indemnify and hold harmless the Real Estate, all cooperating  
141 brokers, and their respective affiliated licensees and employees from any damages, actions, claims, demands, suits,  
142 losses, or expenses (including reasonable attorney's fees) resulting from any misrepresentation, nondisclosure, or  
143 concealment by the Owner in relation to the sale or lease of the Property. This includes the inaccuracy of information  
144 in any Property Data Form or Disclosure Statement or any other information provided or omitted by the Owner. The  
145 Owner agrees to thoroughly review all listing information prepared by Real Estate and promptly notify Real Estate in  
146 writing of any errors or omissions. The Owner assumes full responsibility for any claims made by a buyer, tenant, or  
147 other third party regarding any omissions or errors in the information provided to Real Estate. Real Estate shall not  
148 be held liable in any way for such errors or omissions.

149 **2. Title/Survey.** The Owner shall provide an abstract certified to date showing marketable title, a policy of  
150 title insurance, or evidence of insurability, and shall convey the Property, if and when sold, by a valid warranty deed  
151 as required by the terms of any sale or contract affecting the Property governed by this Listing Contract. The Owner  
152 agrees to promptly provide Real Estate with a copy of any available survey report.

153 **3. Taxes and Assessments.** The Owner shall pay in full all state, county, and municipal taxes and,  
154 assessments, both general and special, that are a lien on the Property, except for taxes for the calendar year in  
155 which the closing occurs, which shall be prorated as of the date of deed delivery.

156 Alternatively (*and applicable only if the following blank is completed*), Owner agrees to pay taxes until specified  
157 \_\_\_\_\_ . If the current amount of taxes cannot be ascertained, proration may be computed based  
158 on the taxes for the preceding calendar year.

159 **4. Earnest Money/Liquidated Damages.** The Owner authorizes Real Estate to accept earnest money to be  
160 applied to the sale price and to deposit the earnest money in an escrow account until closing, or as otherwise  
161 directed in any contract accepted by the Owner. Unless otherwise agreed in writing to amend this General  
162 Condition 4, in the event of nonperformance by a buyer under a contract, through no fault of Real Estate, Any  
163 earnest money surrendered to the Owner shall first be applied toward reimbursing expenses incurred by the Owner  
164 or Real Estate in connection with such contract, with the balance split equally—one-half (1/2) to the Owner and  
165 one-half (1/2) to the Real Estate in lieu of further compensation. However, the Real Estate shall not receive more  
166 money in lieu of compensation than the total amount agreed upon as compensation for brokerage services.

167 **5. MLS/Cooperation.** Owner authorizes Real Estate: **(A)** To file part or all of the information set forth in this  
168 Listing Contract with the MLS for dissemination to other MLS participants in accordance with the MLS rules and any  
169 agreements between Real Estate and participants, and to provide such participants, the Association/Boards of Real  
170 Estate, their members, appraisers, and other professional users of real estate sales data, with information, including  
171 the sale price and Property address, both prior to and after the closing of any sale of the Property; and **(B)** to  
172 cooperate with and offer compensation to other brokers acting pursuant to any brokerage relationship in  
173 accordance with Real Estate policy as set forth herein, and to allow them to show the Property.

174 **6. Advertising.** The Owner authorizes Real Estate to take and use photographs and videotapes of the  
175 Property, place a "For Sale" sign on the Property, remove signs, and advertise the Property in any manner deemed  
176 appropriate by Real Estate, including but not limited to (unless specified otherwise) advertising on the Internet,  
177 virtual tours, websites, trade journals, and other mediums, as well as communications via e-mail and facsimile.

178 **7. Inspections/Access.** Owner authorizes **(A)** Real Estate, cooperating brokers, and their respective  
179 licensee(s) to show the Property to prospects; and **(B)** the foregoing, plus such prospects and their lenders,  
180 appraisers, and inspectors, to make, or allow third parties to make, inspections of the Property as deemed  
181 necessary, including but not limited to taking photographs or videotapes of the interior and exterior of the  
182 improvements located on the Property, upon reasonable notice to the Owner and at all reasonable times. The  
183 Owner should remove any items of a personal nature that they do not want to be photographed, recorded, or  
184 transmitted (e.g., family photos, paperwork, and other personally identifiable information). The Owner will arrange,  
185 at their expense, to have all utilities turned on during any inspection and "walk-through" of the Property. The  
186 opinions resulting from such inspections may be disclosed to interested parties. The Owner agrees to remove or  
187 secure and (if desired) insure all property and valuables (including but not limited to firearms, money, medicine, and  
188 jewelry), assume the risk for any vandalism, theft, or damage of any kind, and maintain the Property in good repair  
189 through the date of closing.

190 The Owner recognizes that it is not feasible for the Real Estate to oversee or monitor all individuals who might enter  
191 the Property (such as potential buyers, agents, inspectors, appraisers, contractors, and others) during the course of  
192 a sale and closing. As a result, the Owner accepts responsibility for, and agrees to release and hold harmless the  
193 Real Estate, its agents, and employees from any claims or liabilities arising from exposure to airborne viruses or  
194 other disease-causing agents (including illnesses like the flu or COVID-19) due to such access.

195 **8. Recordings Within the Property.** The Owner acknowledges that recording, remotely monitoring, or  
196 transmitting audio or video of potential buyers or their representatives could violate State, Local, and/or Federal  
197 laws. The Owner agrees to release and indemnify the Real Estate, its agents, and employees from any liability  
198 arising from the Owner's actions in recording, monitoring, or transmitting audio or video on the Property, as well as  
199 from any third party who photographs, records, or transmits any audio, images, or video of the Property.

200 **9. Legal and Professional Advice.** The Real Estate advises the Owner to consult with legal, tax, and other  
201 professional experts regarding any real estate transaction. The Real Estate makes no representations or  
202 guarantees about the suitability of any transaction and is not an authority on legal, tax, financing, surveying, soil or  
203 geotechnical conditions, hazardous materials, engineering, or other specialized fields. The Owner is encouraged to  
204 seek expert guidance in these areas. While the Real Estate will work with any experts chosen and hired by the  
205 Owner, the Real Estate accepts no liability for matters related to these areas.

206 **10. Default/Remedies.** If the Owner breaches this Listing Contract or if it becomes necessary for the Real  
207 Estate to hire an attorney to enforce any of its terms, then, in addition to any rights or remedies available under this  
208 agreement or by law, the Real Estate shall be entitled to recover all litigation costs and expenses

209 incurred, including court costs and reasonable attorney fees. The provisions of this Section shall survive the  
210 expiration or earlier termination of this Listing Contract.

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

212  Real Estate is part of a franchise, and according to the terms of its franchise agreement, the franchisor has no  
213 legal responsibility for the actions of Real Estate, even though it uses the franchisor's trade name or logo.

214 **12. Equal Opportunity.** The Property will be offered for sale without discrimination based on race, color,  
215 religion, sex, disability/handicap, familial status, national origin, sexual orientation, or gender identity, and in full  
216 compliance with all local, state, and federal fair housing laws.

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

218 **A. Seller Limited Agency as Starting Point; Effect of In-House Sales.** Under this Listing Contract,  
219 Real Estate will initially act as the Owner's limited agent, with the duties and responsibilities of a seller's limited  
220 agent as defined by Missouri law, as outlined below after the parties' signatures. However, the Owner  
221 acknowledges that, at times, a prospective buyer may engage Real Estate to represent them in various possible  
222 professional capacities, depending on the brokerage relationships allowed by Real Estate company policy and  
223 applicable regulations. The following subsections describe circumstances where Missouri law may permit or  
224 require a conversion of the Real Estate brokerage relationship with the Owner to a different brokerage relationship.  
225 Each subsection must be completed. Disclosure of any conversion to a different brokerage relationship shall be  
226 made promptly upon its occurrence, as may be required by applicable rule or regulation.

227 ***This should be completed only if the designated agency is approved and authorized as of the Effective***  
228 ***Date.*** The Real Estate entity hereby designates the following affiliated licensee(s) as the exclusive agent(s) to  
229 represent the Owner, excluding all other affiliated licensees:

230 \_\_\_\_\_  
231 \_\_\_\_\_

232 By: \_\_\_\_\_ Date: \_\_\_\_\_  
233 **Designated Broker (or office manager/supervising broker)**

234 **B. Transition to Dual Agency When Real Estate Is Hired by Buyer to Represent as Buyer's Agent.**

235 If a prospective buyer has hired Real Estate to serve as their buyer's agent, Missouri law allows Real Estate to  
236 show the Property and represent the buyer as a dual agent for both the Owner and the buyer, provided written  
237 consent is obtained from all parties. In this situation, Real Estate may act as a dual agent, with the duties and  
238 responsibilities outlined under Missouri law, as detailed after the parties' signatures below.

239 **Does Owner agree to Real Estate acting as dual agent, representing both Owner and buyer? (Check one):**

240  Yes  No  Not applicable, dual agency is not allowed under the Real Estate company policy.

241 **C. Designated Agents for Owner and Buyer; Possible Conversion to Dual Agency or Transaction**  
242 **Brokerage.** Missouri law allows Real Estate to appoint one or more affiliated licensees as designated agent(s) to  
243 represent the Owner as limited agent(s), excluding all other affiliated licensees.

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

245  Yes  No  Not applicable, designated agency is not permitted under the Real Estate company policy.

246 A broker, designated broker, or office manager/supervising broker associated with a Real Estate shall not be  
247 regarded as a dual agent or transaction broker just because they have assigned one or more affiliated licensees to  
248 represent the Owner, excluding all other affiliated licensees of the Real Estate. However, any licensee who directly  
249 represents both the Owner and the buyer in a single transaction will be considered a dual agent or transaction  
250 broker. Additionally, if the broker supervises licensees for both sides of a transaction, that broker will be  
251 considered a dual agent or transaction broker once they become aware of confidential information about either  
252 party or are consulted by any licensee involved. Furthermore, if the broker supervises the licensee representing or  
253 assisting one side of the transaction and personally represents or assists the other side, the broker will be a dual  
254 agent or transaction broker. Any broker or licensee in this situation must adhere to the requirements for dual agents  
255 or transaction brokers under Missouri law as outlined below, following the parties' signatures.

256 **D. When a Real Estate is hired by the buyer to act as the buyer's agent or transaction broker, the**  
257 **relationship can be converted to transaction brokerage.** If a prospective buyer has hired a Real Estate to serve  
258 as their buyer's agent or transaction broker, Missouri law allows the Real Estate to show the property to and assist  
259 the buyer as a transaction broker, helping both the Owner and the buyer without forming an agency relationship  
260 with either, provided that all parties give written consent. In this situation, the Real Estate may operate as a  
261 transaction broker, fulfilling the duties and responsibilities required under Missouri law as outlined below, following  
262 the parties' signatures. **Note:** If the Real Estate switches to transaction brokerage but the Owner disagrees, then

263 Real Estate may, without liability, withdraw from representing the Owner. This withdrawal will not affect Real Estate  
264 ability to continue representing the other client in the transaction or prevent Real Estate from representing the  
265 Owner in a different transaction not involving transaction brokerage.

266 **Does the Owner consent to Real Estate assisting both Owner and buyer as a transaction broker? (Check one):**

267  Yes  No  Transaction brokerage is not provided due to the policies of the Real Estate company.

268 **E. Designated Transaction Broker for Owner and Buyer.** Under Missouri law, a Real Estate may  
269 designate one or more affiliated licensees as transaction brokers to assist the Owner without establishing an  
270 agency relationship, excluding all other affiliated licensees.

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

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

273 **14. Minimum Brokerage Services (§339.780.7 R.S. Mo.).** The Owner acknowledges reading the applicable  
274 "Duties and Obligations" on the following pages of this form and understands that, under Missouri law, Real Estate,  
275 through its designated broker and/or affiliated licensees, will provide at least the following services:

- 276 1. Receive and present offers and counteroffers to buy, sell, or lease the Owner's Property to the Owner or  
277 customers;
- 278 2. Help the Owner or customers in creating, communicating, negotiating, and presenting offers, counteroffers,  
279 and notices related to those offers and counteroffers, until a lease or purchase agreement is signed and all  
280 contingencies are either satisfied or waived; and
- 281 3. Respond to the Owner's or customer's questions about offers, counteroffers, notices, and contingencies.

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

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

284 is a real estate broker or salesperson, and is (check one or more, as applicable):

285  a party to this transaction;

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

287  an immediate family member of  Owner  Buyer.

295

296 **16. Special Agreements.** \_\_\_\_\_

297

298

299

300

301

302

303 **17. Signatures.** This Listing Contract may be signed in multiple counterparts, each of which will be considered  
304 an original, but all of which together will form one unified document. For the purposes of executing this Listing  
305 Contract, a document signed and/or sent by any electronic method recognized as valid under the Missouri Uniform  
306 Electronic Transactions Act, including but not limited to facsimile, digital signature, or a scanned image (such as a  
307 PDF via e-mail), shall be treated as an original signature and document. Upon request from any party, the others  
308 will confirm facsimile or scanned image signatures by signing an original document.

309  (Check Box only if applicable) By checking this box, the Owner and Real Estate expressly acknowledge and  
310 agree that modifications to this Listing Contract may be made by the individuals listed below through email sent to and  
311 from their respective email addresses provided below.

312 **18. Effective Date.** The "Effective Date" shall be the date of final acceptance, as indicated by the date  
313 next to the signature of the last party to sign this Listing Contract, or (specify if different) \_\_\_\_\_.

314

**LISTING CONTRACT ACCEPTED**

315 **By signing below, the Owner confirms ACCEPTANCE of this Listing Agreement and acknowledges**  
316 **receiving one (1) copy of it. Additionally, the Owner affirms receipt of a Missouri Real Estate Commission**  
317 **Broker Disclosure Form either prior to signing this Listing Agreement or when the Real Estate first**  
318 **obtained any personal or financial information, whichever happened earlier.**

319  Please check the box if additional signatures are required and attach the Signature Page (MSC-5070).

320 \_\_\_\_\_

321 **Insert Listing Real Estate printed Firm Name**

322 \_\_\_\_\_

323 By: \_\_\_\_\_

324 Name: \_\_\_\_\_

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

326 Title: \_\_\_\_\_

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

328 \_\_\_\_\_

329 \_\_\_\_\_

330 \_\_\_\_\_

331 *(If applicable, insert the full name, title, and email*  
332 *address of the Broker and/or Agent authorized to*  
333 *make changes via email)*

334 Name: \_\_\_\_\_

335 Title: \_\_\_\_\_

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

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

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

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

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

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

Owner's Address: \_\_\_\_\_

\_\_\_\_\_

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

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

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

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

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

Owner's Address: \_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

*Printed Entity Name*

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

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

1. A licensee representing a seller or landlord as the seller's agent or landlord's agent shall act as a limited agent with the following responsibilities and duties:
  - (A) To perform the terms of the written agreement made with the client;
  - (B) To exercise reasonable skill and care for the client;
  - (C) To advance the interests of the client with the highest level of good faith, loyalty, and fidelity, including:
    - (i) Pursuing a price and terms that are acceptable to the client, provided that the licensee is not required to seek additional offers to purchase the Property while it is under contract for sale, or to seek additional offers to lease the Property while it is subject to an existing 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 contract for sale, lease, or a letter of intent to lease;
    - (iii) Disclosing to the client all adverse material facts that are actually known or that should have been known by licensee; and
    - (iv) Advising the client to seek expert advice on material matters that the licensee is aware of, but which are beyond the licensee's expertise.
  - (D) To account in a timely manner for all money and Property received;
  - (E) To adhere to all requirements set forth in sections 339.710 to 339.860, subsection 2 of section 339.100, and any rules and regulations established under those sections; and
  - (F) To comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, including those related to fair housing and civil rights.

2. A licensee representing a seller or landlord as an agent is prohibited from revealing any confidential details about the client, unless such disclosure is mandated by law, regulation, or rule, or if not disclosing the information would lead to a false statement. Additionally, disclosure may be necessary to protect the licensee from claims of improper conduct in legal or administrative proceedings, or before a professional board. No legal claims shall be brought against a licensee acting as a seller's or landlord's agent for making any disclosure that is required or allowed.

3. A licensee serving as an agent for a seller or landlord has no responsibility or obligation to a customer, except for the requirement to disclose any negative material facts that the licensee is aware of or should reasonably be aware of. The agent is not required to perform an independent inspection or uncover any adverse material facts for the customer's benefit, nor are they obligated to independently confirm the accuracy or completeness of statements made by the client or any third-party inspector.

4. An agent representing a seller or landlord is permitted to show properties that are not owned by the client to potential buyers or tenants and can list competing properties for sale or lease without violating any duty or responsibility to the client.

5. A seller or landlord may enter into a written agreement with their agent allowing other designated brokers to be hired and paid as subagents. Any designated broker acting as a subagent on behalf of the seller or landlord will be considered a limited agent, with the duties and responsibilities outlined in subsections 1 through 4 of this section.

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

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

1. Except as specified below, a dual agent may share information with one client that was obtained from the other client, as long as the information is relevant to the transaction, unless it qualifies as confidential information under section 339.710(8), R.S.Mo.
2. The following sensitive information may not be disclosed by a dual agent without the explicit consent of the client to whom the information applies:
  - (A) That a buyer or tenant is willing to pay more than the asking purchase price or lease rate offered for the property;
  - (B) That a seller or landlord is willing to accept less than the listed asking price or lease rate for the property;
  - (C) What the underlying motivating factors are for any client buying, selling, or leasing the property;
  - (D) That a client will agree to financing terms different from those initially offered; and
  - (E) The terms of any prior offers or counter offers made by any party.
3. A dual agent is prohibited from disclosing any confidential information about one client to the other client, unless the disclosure is mandated by law, rule, or regulation, or if failing to disclose the information would result in a misrepresentation. Disclosure may also be necessary to defend the affiliated licensee against claims of wrongful conduct in legal, administrative, or professional proceedings. No legal claim shall be brought against a dual agent for making any disclosure that is required or allowed. Making such a disclosure does not terminate the dual agency relationship.
4. In a dual agency relationship, there shall be no assumption or transfer of knowledge or information between the client and the dual agent, nor among individuals within an entity acting as a dual agent.

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

1. A real estate licensee may offer real estate services to any party in a potential transaction without establishing an agency or fiduciary relationship with any of the parties involved. This licensee is referred to as a transaction broker.
2. A transaction broker shall have the following duties and obligations:
  - (A) To fulfill the terms of any written or verbal agreement made with any party involved in the transaction;
  - (B) To exercise reasonable skill, care, and diligence in the role of a transaction broker, including, but not limited to:
    - (i) Presenting all written offers and counteroffers promptly, regardless of whether the property is under a contract for sale or lease or a letter of intent, unless otherwise specified in the agreement with the party;
    - (ii) Informing the parties about the transaction and recommending that they seek expert advice on material matters that the transaction broker is aware of, but which are beyond the broker's area of expertise;
    - (iii) Accounting in a timely manner for all money and Property received;
    - (iv) To disclose to each party involved in the transaction any adverse material facts that the licensee is actually aware of or has knowledge of;
    - (v) Assisting the parties in complying with the terms and conditions of any contract;
    - (vi) The parties in a transaction shall not be held liable for any actions by the transaction broker.
3. The transaction broker shall not reveal the following information without obtaining the informed consent of the party or parties who provided the information to the broker:
  - (A) That a buyer or tenant is prepared to offer more than the proposed purchase price or lease rate for the property;
  - (B) That a seller or landlord is open to accepting a lower price than the asking price or lease rate;
  - (C) The reasons driving any party's decision to buy, sell, or lease the Property;
  - (D) That a buyer or seller is willing to accept financing terms different from those originally proposed;
  - (E) Any confidential details regarding the other party, unless disclosure is mandated by law, statute, rules, or regulations, or if withholding such information would amount to fraud or dishonest conduct.
4. A transaction broker is not obligated to perform an independent inspection or investigation to uncover adverse material facts for the parties.
5. A transaction broker is not responsible for independently verifying the buyer's financial status.
6. A transaction broker is permitted to perform the following actions without violating any duties or responsibilities:
  - (A) Present other available properties, not owned by the seller or landlord, to a potential buyer or tenant;
  - (B) List competing properties for sale or lease;
  - (C) Display properties that the buyer or tenant is interested in to other potential buyers or tenants;
  - (D) Act as a single agent, subagent, designated agent or broker, limited agent, or disclosed dual agent for the same or different parties in other real estate dealings.
7. In a transaction broker relationship, both the parties and the transaction broker, including any individuals within an entity acting as the transaction broker, are deemed to have only actual knowledge and information. No knowledge or information is assumed or imputed by law between any party and the transaction broker, or between any party and any individual within an entity acting as the transaction broker, if the broker is an entity, unless expressly stated otherwise.
8. A transaction broker may work with other brokers, and this cooperation does not create 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, either for a buyer or seller, as long as the necessary disclosure requirements are fulfilled.
10. Nothing in this section changes or removes the broker's responsibility, as outlined in this section, for the conduct and actions of any licensee working under the broker's license.
11. A transaction broker shall:
  - (A) Adhere to all relevant requirements outlined in sections 339.710 to 339.860, subsection 2 of section 339.010, and all rules and regulations established under these sections; and
  - (B) Adhere to all relevant federal, state, and local laws, rules, regulations, and ordinances, including those related to fair housing and civil rights.