

Reference (e.g., Seller & Buyer) _____

52 treated and relied upon by all parties hereto as an original Contract and an authentic signature with the same effect as
53 though the facsimile were an original document to which a genuine signature has been affixed.

54 **8.** The property is offered without regard to the race, color, religion, sex, handicap, familial status, national origin,
55 or ancestry of any prospective buyer.

56 **9.** Seller will refer all inquiries and prospects Seller may receive from any other broker or individual to Broker to
57 avoid the possibility of confusion over the brokerage relationship and misunderstandings about liability for
58 compensation.

59 **10.** In the event of nonperformance by a buyer, through no fault of Broker, if earnest money is surrendered to
60 Seller, the earnest money shall go first toward reimbursing expenses of Seller or Broker incurred in connection with the
61 possible sale and the balance to be paid one-half (1/2) to Seller and one-half (1/2) to Broker in lieu of compensation;
62 provided, however, Broker shall in no event receive any more money in lieu of compensation than the amount agreed to
63 as compensation.

64 **11. Lead-Based Paint Disclosure:** (Check A or B)

65 **A.** Seller represents and warrants that the sale or lease of the above property is exempt from the disclosure
66 obligations under 42 U.S.C. 4852d because **(1)** the property is not residential real property or **(2)** the property
67 was constructed in 1978 or later, or **(3)** other (Describe) _____.

68 **B.** The sale or lease of this property is not exempt from the disclosure obligations under 42 U.S.C. 4852d.
69 Seller represents and warrants to Broker as follows: [Check (1) or (2)]

70 **(1)** Known lead-based paint and/or lead-based paint hazards are present in the housing. (Explain.)
71 _____
72 _____

73 **(2)** Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
74

75 [Check (3) or (4)]

76 **(3)** Seller has provided Broker with all available records and reports pertaining to lead-based paint and/or
77 lead-based paint hazards in the housing. (List documents below.)
78 _____
79 _____

80 **(4)** Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the
81 housing.

82 **12. Consent to Brokerage Relationships:**

83 **A. Transaction Brokerage as Starting Point; Effect of In-House Sales.**

84 Pursuant to this Contract, Broker will be acting in the capacity of transaction broker, with the duties and
85 obligations of a transaction broker under Missouri law as set forth following the parties' signatures below. However,
86 Seller acknowledges that from time to time, a prospective buyer may engage Broker to act in one of several possible
87 capacities with respect to that buyer, depending on what brokerage relationships are permitted by Broker's office policy.
88 If the buyer will not consent to transaction brokerage, Broker may need to act as an agent to allow a transaction with
89 Seller to proceed. Unless indicated to the contrary by marking below, the following subsections permit a conversion of
90 Broker's relationship with Seller to an agency relationship in such circumstances. Disclosure of any conversion to an
91 agency relationship shall be made upon its occurrence as required by rule or regulation.

92 (Check if applies) **B. Conversion to Dual Agency Where Broker is Engaged by Buyer to Act as Buyer's**
93 **Agent.**

94 *The following paragraph applies only if Broker's office policy allows dual agency.* Where a prospective buyer
95 has engaged Broker to act in the capacity of buyer's agent, Seller (check one) **DOES** _____ **DOES NOT** _____
96 consent to Broker's showing the property to the buyer as a dual agent, representing both Seller and the buyer. In such
97 case Broker may act as a dual agent with the duties and obligations of a dual agent under Missouri law as set forth
98 following the parties' signatures below.

99 (Check if applies) **C. Designated Agents for Seller and Buyer Where Broker is Engaged by Buyer to Act as**
100 **Buyer's Agent; Possible Conversion to Dual Agency.**

101 *The following paragraph applies only if Broker's office policy allows designated agency.* Where a prospective
102 buyer has engaged Broker to act in the capacity of buyer's agent, Seller (check one) **DOES** _____ **DOES NOT** _____
103 consent to Broker's appointing licensees affiliated with Broker as designated agents for Seller and the buyer,
104 respectively, to the exclusion of all other affiliated licensees. In such case the designated agent for Seller will act as

Reference (e.g., Seller & Buyer) _____

105 Seller's agent with the duties and obligations of a seller's agent under Missouri law as set forth following the parties'
106 signatures below. Broker shall not be considered a dual agent solely because Broker has appointed one or more
107 affiliated licensees to represent Seller and one or more affiliated licensees to represent the buyer. However, Broker will
108 be a dual agent if Broker (1) personally represents both Seller and the buyer in the same transaction, (2) learns
109 confidential information about either party to a transaction, (3) is consulted by any licensee involved in the transaction,
110 or (4) supervises the licensee for one side of the transaction and personally represents the other side. If Seller has
111 consented to designated agency, Seller hereby consents to Broker's dual agency in any of the foregoing situations. As
112 a dual agent, Broker shall have the duties and obligations of a dual agent under Missouri law as set forth following the
113 parties' signatures below.

114 (Check if applies) **D. Designated Transaction Brokers for Seller and Buyer.**

115 *The following paragraph applies only if Broker's office policy allows designated transaction brokerage.* Seller
116 acknowledges that Broker may appoint licensees affiliated with Broker to assist Seller and the buyer, respectively, as
117 designated transaction brokers to the exclusion of all other affiliated licensees.

118 **13.** Seller (check one) **DOES** _____ **DOES NOT** _____ consent to Broker disclosing the following
119 motivating factor for Seller in selling the property: _____.

120 **14.** Seller acknowledges receipt of a Missouri Real Estate Commission Broker Disclosure Form on or before the
121 date hereof or upon Broker's taking any personal or financial information from Seller, whichever occurred first.

122 Seller acknowledges that the efforts and endeavors of Broker to procure a buyer, by expenditure of time and
123 money, through advertising, co-brokers or otherwise, shall constitute good and sufficient consideration for this Contract.

124 The personal property and appurtenances checked on the attached Property Data Form (if any) are to be
125 considered as part of the property and their value included in the sale price of the property. Seller acknowledges
126 receipt of one copy of this Contract.

127 **Legal Description:**

128 **Listing Contract Accepted**

Listing Broker's Firm Name

Seller _____

By _____

SS # or Federal ID # _____

Seller _____

SS # or Federal ID # _____

Seller's Address _____

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

139 **1.** A real estate licensee may provide real estate service to any party in a prospective transaction without
140 an agency or fiduciary relationship to one or more parties to the transaction. Such licensee shall be called a transaction
141 broker.

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

143 **(A)** To perform the terms of any written or oral agreement made with any party to the transaction;

144 **(B)** To exercise reasonable skill, care and diligence as a transaction broker, including but not limited to:

145 **(i)** Presenting all written offers and counteroffers in a timely manner regardless of whether the
146 property is subject to a contract for sale or lease or a letter of intent unless otherwise provided in the
147 agreement entered with the party;

148 **(ii)** Informing the parties regarding the transaction and suggesting that such parties obtain expert
149 advice as to material matters about which the transaction broker knows but the specifics of which are
150 beyond the expertise of such broker;

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

Reference (e.g., *Seller & Buyer*)

- 152 (iv) To disclose to each party to the transaction any adverse material facts of which the licensee has
153 actual notice or knowledge;
- 154 (v) Assisting the parties in complying with the terms and conditions of any contract;
- 155 (vi) The parties to a transaction brokerage transaction shall not be liable for any acts of the transaction
156 broker.

157 **3.** The following information shall not be disclosed by a transaction broker without the informed consent
158 of the party or parties disclosing such information to the broker;

- 159 (A) That a buyer or tenant is willing to pay more than the purchase price or lease rate offered for the
160 property;
- 161 (B) That a seller or landlord is willing to accept less than the asking price or lease rate for the property;
- 162 (C) What the motivating factors are for any party buying, selling or leasing the property;
- 163 (D) That a seller or buyer will agree to financing terms other than those offered;
- 164 (E) Any confidential information about the other party, unless disclosure of such information is required by
165 law, statute, rules or regulations or failure to disclose such information would constitute fraud or dishonest
166 dealing.

167 **4.** A transaction broker has no duty to conduct an independent inspection or investigation for adverse
168 material facts for the parties.

169 **5.** A transaction broker has no duty to conduct an independent investigation of the buyer's financial condition.

170 **6.** A transaction broker may do the following without breaching any obligation or responsibility:

- 171 (A) Show alternative properties not owned by the seller or landlord to a prospective buyer or tenant;
- 172 (B) List competing properties for sale or lease;
- 173 (C) Show properties in which the buyer or tenant is interested to other prospective buyers or tenants;
- 174 (D) Serve as a single agent, subagent or designated agent or broker, limited agent, disclosed dual agent
175 for the same or for different parties in other real estate transactions.

176 **7.** In a transaction broker relationship each party and the transaction broker, including all persons within an
177 entity engaged as the transaction broker if the transaction broker is an entity, are considered to possess only actual
178 knowledge and information. There is no imputation of knowledge or information by operation of law between any party
179 and the transaction broker or between any party and any person within an entity engaged as the transaction broker if
180 the transaction broker is an entity.

181 **8.** A transaction broker may cooperate with other brokers and such cooperation does not establish an agency
182 or subagency relationship.

183 **9.** Nothing in this section prohibits a transaction broker from acting as a single limited agent, dual agent or
184 subagent whether on behalf of a buyer or seller, as long as the requirements governing disclosure of such fact are met.

185 **10.** Nothing in this section alters or eliminates the responsibility of a broker as set forth in this section for the
186 conduct and actions of a licensee operating under the broker's license.

187 **11.** A transaction broker shall:

- 188 (A) Comply with all applicable requirements of sections 339.710 to 339.860, subsection 2 of section
189 339.010 and all rules and regulations promulgated pursuant to such sections; and
- 190 (B) Comply with any applicable federal, state and local laws, rules, regulations and ordinances, including
191 fair housing and civil rights statutes and regulations.

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

193 A dual agent shall be a limited agent for both the seller and buyer or the landlord and tenant and shall have the
194 following duties and obligations:

195 **1.** Except as provided below, a dual agent may disclose any information to one client that the licensee gains
196 from the other client if the information is material to the transaction unless it is confidential information as defined in
197 section 339.710(8), R.S.Mo.

198 **2.** The following information shall not be disclosed by a dual agent without the consent of the client to whom
199 the information pertains:

- 200 (A) That a buyer or tenant is willing to pay more than the purchase price or lease rate offered for the
201 property;
- 202 (B) That a seller or landlord is willing to accept less than the asking price or lease rate for the property;
- 203 (C) What the motivating factors are for any client buying, selling, or leasing the property;

204 (D) That a client will agree to financing terms other than those offered; and

205 (E) The terms of any prior offers or counter offers made by any party.

206 3. A dual agent shall not disclose to one client any confidential information about the other client unless the
207 disclosure is required by statute, rule or regulation or failure to disclose the information would constitute a
208 misrepresentation or unless disclosure is necessary to defend the affiliated licensee against an action of wrongful
209 conduct in an administrative or judicial proceeding or before a professional committee. No cause of action for any
210 person shall arise against a dual agent for making any required or permitted disclosure. A dual agent does not
211 terminate the dual agency relationship by making any required or permitted disclosure.

212 4. In a dual agency relationship there shall be no imputation of knowledge or information between the client
213 and the dual agent or among persons within an entity engaged as a dual agent.

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

215 1. A licensee representing a seller or landlord as a seller's agent or a landlord's agent shall be a limited agent
216 with the following duties and obligations:

217 (A) To perform the terms of the written agreement made with the client;

218 (B) To exercise reasonable skill and care for the client;

219 (C) To promote the interests of the client with the utmost good faith, loyalty, and fidelity, including:

220 (i) Seeking a price and terms which are acceptable to the client, except that the licensee shall not be
221 obligated to seek additional offers to purchase the property while the property is subject to a contract
222 for sale or to seek additional offers to lease the property while the property is subject to a lease or
223 letter of intent to lease;

224 (ii) Presenting all written offers to and from the client in a timely manner regardless of whether the
225 property is subject to a contract for sale or lease or a letter of intent to lease;

226 (iii) Disclosing to the client all adverse material facts actually known or that should have been known
227 by the licensee; and

228 (iv) Advising the client to obtain expert advice as to material matters about which the licensee knows
229 but the specifics of which are beyond the expertise of the licensee.

230 (D) To account in a timely manner for all money and property received;

231 (E) To comply with all requirements of sections 339.710 to 339.860, subsection 2 of section 339.100, and
232 any rules and regulations promulgated pursuant to those sections; and

233 (F) To comply with any applicable federal, state, and local laws, rules, regulations, and ordinances,
234 including fair housing and civil rights statutes and regulations.

235 2. A licensee acting as a seller's or landlord's agent shall not disclose any confidential information about the
236 client unless disclosure is required by statute, rule or regulation or failure to disclose the information would constitute a
237 misrepresentation or unless disclosure is necessary to defend the affiliated licensee against an action of wrongful
238 conduct in an administrative or judicial proceeding or before a professional committee. No cause of action shall arise
239 against a licensee acting as a seller's or landlord's agent for making any required or permitted disclosure.

240 3. A licensee acting as a seller's or landlord's agent owes no duty or obligation to a customer, except that a
241 licensee shall disclose to any customer all adverse material facts actually known or that should have been known by the
242 licensee. A seller's or landlord's agent owes no duty to conduct an independent inspection or discover any adverse
243 material facts for the benefit of the customer and owes no duty to independently verify the accuracy or completeness of
244 any statement made by the client or any independent inspector.

245 4. A seller's or landlord's agent may show alternative properties not owned by the client to prospective buyers
246 or tenants and may list competing properties for sale or lease without breaching any duty or obligation to the client.

247 5. A seller or landlord may agree in writing with a seller's or landlord's agent that other designated brokers
248 may be retained and compensated as subagents. Any designated broker acting as a subagent on the seller's or
249 landlord's behalf shall be a limited agent with the obligations and responsibilities set forth in subsections 1 to 4 of this
250 section.