

This form is approved by Legal Counsel of the Kansas Real Estate Commission on July 31, 1997, to be provided to brokers as a suggested form of a **transaction broker** brokerage relationship agreement with a seller. Brokers may have their legal counsel modify the form for commercial or leasing transactions. The form may also be modified to a nonexclusive listing contract or to add, delete or modify paragraphs as appropriate for the broker's real estate brokerage practice

EXCLUSIVE RIGHT TO SELL LISTING CONTRACT
(RESIDENTIAL ONE TO FOUR UNITS)
TRANSACTION BROKER

_____, 20____

This contract between the undersigned SELLER and BROKER for the property known as _____
_____ is EXCLUSIVE AND IRREVOCABLE for a period beginning _____ and
ending _____ inclusive.

The property is offered for sale for the sum of \$_____ on terms agreeable to SELLER:

including the following non-realty items:

BROKER agrees to market the property and pay the costs thereof. SELLER hereby represents and warrants to BROKER that: this is the one and only exclusive right to sell agreement in effect and said SELLER has the capacity to convey merchantable title upon closing.

1. The BROKER will act as a transaction broker and will not be an agent or advocate of SELLER or buyer. The BROKER will exercise reasonable skill and care, including but not limited to:

- a. presenting all offers and counteroffers in a timely manner even when the property is subject to a contract of sale;
- b. accounting in a timely manner for all money and property received;
- c. keeping the parties fully informed regarding the transaction;
- d. assisting the parties in complying with the terms and conditions of any contract including closing the transaction; and
- e. disclosing to all prospective buyers all adverse material facts actually known by the transaction broker, including but not limited to:
 - (1) any environmental hazards affecting the property which are required by law to be disclosed;
 - (2) the physical condition of the property;

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(____) _____
(____) _____

- (3) any material defects in the property;
- (4) any material defects in the title to the property;
- (5) any material limitation on the SELLER'S ability to perform under the terms of the contract.

2. The BROKER will advise the parties regarding the transaction and suggest that such parties obtain expert advice as to material matters about which the BROKER knows but the specifics of which are beyond the expertise of the BROKER. When the parties have been so advised, no cause of action for any person shall arise against the BROKER pertaining to such material matters.

3. The BROKER will disclose to Buyer and SELLER facts known by BROKER, related to the physical condition of the property, which are omitted from or contradict information included in a written report that has been prepared by a qualified third party and provided to a buyer or SELLER.

4. The BROKER will disclose to the SELLER all adverse material facts actually known by the BROKER about the buyer, including but not limited to material facts concerning the buyer's financial ability to perform the terms of the transaction.

5. The BROKER will comply with all requirements of the Brokerage Relationships in Real Estate Transactions Act of Kansas and comply with any applicable federal, state and local laws, rules and regulations and ordinances, including fair housing and civil rights statutes and rules and regulations.

6. The BROKER owes no duty to conduct an independent inspection of the property for the benefit of any party to the transaction; to independently verify the accuracy or completeness of statements made by the SELLER, buyer or qualified third party inspectors; to conduct an independent investigation of the buyer's financial condition; or to verify the accuracy or completeness of any statement made by the buyer.

7. The BROKER will not disclose the following information without the consent of all parties to the transaction:

- a. That a buyer is willing to pay more than the purchase price offered for the property;
- b. that a seller is willing to accept less than the asking price for the property;
- c. what the motivating factors are for any party buying or selling the property;
- d. that a seller or buyer will agree to financing terms other than those offered; or
- e. any information or personal confidences about a party to the transaction which might place the other party at an advantage over the party unless the disclosure is required by law or failure to disclose such information would constitute fraudulent misrepresentation.

8. The SELLER authorizes the BROKER to submit pertinent information concerning the property to any multiple listing data service ("MLS") within ___ working days after the effective date or signature of the SELLER, whichever is later, and to disseminate information regarding the property, including the listing sheet, to prospective purchasers, other licensees and other persons as necessary. It is further understood the BROKER will timely furnish MLS notice of all changes of information

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(____) _____
(____) _____

concerning the property as authorized by the SELLER. The SELLER authorizes the BROKER to notify MLS of a signed sales contract on the property and authorizes the dissemination to others, including the County Appraiser, of sales information (including the sales price after the closing of the sale) to be used in establishing market value for other properties.

9. The SELLER agrees to pay the BROKER a brokerage fee of ____ of the selling price if the BROKER produces a purchaser ready, willing and able to purchase the property at the price and on the terms stated, or later agreed upon, or if a sale or exchange of the property is made by the SELLER or any other person during the term of this contract. SELLER authorizes the deduction of said brokerage fee from the SELLER'S proceeds at closing. The SELLER agrees to divide equally with the BROKER any deposit made on a contract and forfeited by a buyer, but not in excess of the amount to which the BROKER would be entitled as brokerage fees, and the balance paid to the SELLER. The SELLER agrees to refer to the BROKER all inquiries and offers which he/she may receive during the term of this contract. In the event SELLER enters into an agreement to sell the property within ____ days after the termination of the contract directly or indirectly, upon any terms to anyone to whom the property was shown or submitted during the term of the contract, said brokerage fee is due and payable to the BROKER. Agreement to sell shall mean any agreement to transfer all or a substantial part of SELLER'S interest in the property including contracts for deed, contracts for sale or lease/option contracts provided the BROKER has notified the SELLER, in writing, of such showing or submission during the term of this Contract. The SELLER shall not be obligated to pay said brokerage fee if a valid exclusive listing contract is entered into during the term of said period with another licensed real estate broker and the sale of property is made during the term of said period.

10. The SELLER agrees that BROKER may:

Offer cooperation to buyer's agents	<input type="checkbox"/> yes	<input type="checkbox"/> no
Offer compensation to buyer's agents	<input type="checkbox"/> yes	<input type="checkbox"/> no
Offer cooperation to transaction brokers	<input type="checkbox"/> yes	<input type="checkbox"/> no
Offer compensation to transaction brokers	<input type="checkbox"/> yes	<input type="checkbox"/> no

11. SELLER acknowledges receiving the "Real Estate Brokerage Relationships" brochure. SELLER understands that BROKER may show alternative properties not owned by SELLER to prospective buyers, may list competing properties for sale without breaching any duty or obligation to SELLER, and may serve as a single agent or subagent for the same or for different parties in other real estate transactions. SELLER also understands and agrees that as part of marketing the property, BROKER will be showing buyers properties other than SELLER'S and providing buyers with information on selling prices in the area.

12. The SELLER agrees to furnish the BROKER a key to the property and permit the BROKER to place a lock box on the door during the term of this contract or until closing of a sales transaction. The BROKER may enter the property at reasonable times for the purpose of showing it to prospective buyers. The BROKER is not responsible for vandalism, theft, or damage of any nature to the property, personal property and/or personal effects.

13. The SELLER authorizes the BROKER to place a "For Sale" sign on the property and to remove all other signs during the term of this contract. The SELLER authorizes the BROKER to obtain the information on the mortgage # _____ held by _____ in addition to any other mortgages presently shown as liens against the property.

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(____) _____
(____) _____

14. SELLER has been informed of his/her responsibility: (1) to provide the buyers of the property with evidence of clear title; (2) to provide inspection reports, if any, when called for in a sales contract; and (3) to disclose any known material defects. At the signing of this contract, SELLER agrees to complete a Seller's Disclosure Statement to be provided to prospective buyers and to update Disclosure Statement at time of execution of sales contract or upon request. SELLER warrants that plumbing is connected to ___sewer ___septic system ___lagoon ___other___. SELLER hereby indemnifies and holds harmless BROKER, his/her agents and employees from all harm, damages and economic loss resulting from the information SELLER has given regarding sewage system, including attorney fees if allowed by law.

15. As SELLERS of the property, I/we have given the BROKER information regarding the property to appear on the listing data. SELLER does not have knowledge of any material defects of the property or environmental hazards nor do we have knowledge of any easements, sewer assessments, street assessments or other proposed special assessments except as shown on the Seller's Property Disclosure Statement. SELLER agrees to defend, indemnify and hold harmless BROKER and its agents, employees, and independent contractors, from and against any and all claims, demands, suits, damages, losses or expenses (including reasonable attorney fees) arising out of any misrepresentation, nondisclosure or concealment by SELLER in connection with the sale of the property including, without limitation, inaccuracy of information provided by the SELLER for the preparation of listing data, Seller's Disclosure Statement, or otherwise in connection with the sale of the Property. SELLER agrees to thoroughly review the listing information prepared by the BROKER and advise the BROKER immediately of any errors or omissions. SELLER further stipulates that the age of the property and the dimensions of the lot as shown on the listing information are accurate to the best of his/her knowledge. Therefore, SELLER agrees that he/she will personally assume all responsibility for any complaints made by a prospective Buyer before or after possession with respect to defects in, or problems with, any such items or representation. The BROKER shall not be responsible in any manner.

16. SELLER authorizes the BROKER to order title evidence through _____
_____ Title to the property is vested in the name(s) of _____

17. Homes Association:

- () To the best of our knowledge there is no active Home Association in the area for which the property is subject to assessment. We have never been billed for or paid any home association dues, nor, to our knowledge, are there any such dues outstanding which could be a lien on the property.
- () We pay Home Association dues in the amount of \$_____ per _____ payable on a () monthly () quarterly () semi-annual () yearly basis and said dues are paid in full until _____

18. Wood Infestation: (please check if applicable)

- () Property has been previously treated and is under warranty with _____

19. Home Warranty. It is recommended the SELLER purchase a home protection plan for the property to increase the marketability of the property and to reduce the SELLER'S risk. The SELLER () agrees () does not agree to purchase a home buyer's warranty plan from _____ at a cost not to exceed \$_____ to be paid at closing. A separate application defining the parameters of the plan will be signed at the time this listing is executed.

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(____) _____
(____) _____

20. SELLER agrees to leave all utilities on to allow a prospective buyer reasonable right of inspection of the property and further agrees to leave utilities on until the expiration of this contract or until closing of a sales transaction, whichever is later. In consideration for the BROKER arranging for any inspections at SELLER'S request, SELLER hereby agrees to indemnify and hold harmless the BROKER, his/her agents and employees from any liabilities, costs, expenses resulting from any action taken by said company with respect to said inspection.

This is a legally binding contract. If not understood, seek legal advice.

SELLER hereby certifies that he/she has received a copy of this contract.

BROKER

by:_____

BROKER'S ADDRESS

(_____)_____
BROKER'S TELEPHONE NUMBER

SELLER SOCIAL SECURITY NUMBER

SELLER SOCIAL SECURITY NUMBER

SELLER'S ADDRESS

(_____)_____
SELLER'S TELEPHONE NUMBER

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(____)_____
(____)_____