

EXCLUSIVE RIGHT TO SELL LISTING AGREEMENT
TRANSACTION BROKERAGE AGREEMENT
(RESIDENTIAL ONE TO FOUR UNITS)

This agreement 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.

BROKER agrees to act as a transaction broker and will not be an agent or advocate of SELLER or buyer.

BROKER shall exercise reasonable skill and care, including but not limited to:

- presenting all offers and counteroffers in a timely manner even when the property is subject to a contract of sale;
- accounting in a timely manner for all money and property received;
- keeping the parties fully informed regarding the transaction;
- assisting the parties in complying with the terms and conditions of any contract including closing the transaction; and
- disclosing to all prospective buyers all adverse material facts actually known by the transaction broker.

BROKER shall 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.

BROKER shall 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.

BROKER shall 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. BROKER shall disclose to all prospective buyers any material limitation on the SELLER'S ability to perform under the terms of the agreement.

BROKER shall comply with all requirements of the Kansas Brokerage Relationships in Real Estate Transactions Act, K.S.A. 58-30,101 *et seq.*, and comply with any applicable federal, state and local laws, rules and regulations and ordinances.

BROKER shall not disclose the following information without the consent of all parties to the transaction:

- That a buyer is willing to pay more than the purchase price offered for the property;
- that a seller is willing to accept less than the asking price for the property;
- what the motivating factors are for any party buying or selling the property;
- that a seller or buyer will agree to financing terms other than those offered; or
- 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.

SELLER'S INITIALS AND DATE

(_____) _____
(_____) _____

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

SELLER agrees to pay the BROKER a brokerage fee of _____ if the broker, seller or any other person or entity produces a purchaser in accordance with the terms specified in the agreement or if the property is sold during the term of the listing agreement to anyone other than specifically exempted persons or entities.

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

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 authorizes the BROKER to place a "For Sale" sign on the property.

ENTIRE AGREEMENT. This agreement constitutes the entire agreement between the parties. Modifications of any term in this agreement shall be in writing and signed by both parties.

Additional provisions: _____

This is a legally binding agreement. If not understood, seek legal advice. SELLER hereby certifies that he/she has received a copy of this agreement.

_____ BROKERAGE NAME		_____ SELLER		_____ DATE
by: _____ SIGNATURE FOR BROKERAGE	_____ DATE	_____ SELLER	_____ DATE	_____ DATE
_____ E-MAIL ADDRESS		_____ E-MAIL ADDRESS		
_____ TELEPHONE NUMBER		_____ TELEPHONE NUMBER		

This form is approved by the Kansas Real Estate Commission on April 18, 2017, to be provided to brokers as a sample form of a transaction brokerage agreement with a seller. Brokers may modify the form for commercial or leasing transactions. The form may also be modified to a nonexclusive listing agreement or to add, or delete paragraphs as long as the modifications do not conflict with the requirements of the Brokerage Relationships in Real Estate Transactions Act (BRRETA), K.S.A. 58-30,101 *et seq.*