

MISSOURI BROKER DISCLOSURE FORM



This disclosure is to enable you, a prospective buyer, seller, tenant or landlord of real estate, to make an informed choice BEFORE working with a real estate licensee.

Missouri law allows licensees to work for the interest of one or both of the parties to the transaction. The law also allows the licensee to work in a neutral position. How the licensee works depends on the type of brokerage service agreements involved. Since the sale or lease of real estate can involve several licensees it is important that you understand what options are available to you regarding representation and to understand the relationships among the parties to any transaction in which you are involved.

Missouri laws require that if you want representation, you must enter into a written agreement. This may or may not require you to pay a commission. You do not need to enter into a written agreement with a transaction broker unless you intend to compensate this licensee. These agreements vary and you may also want to consider an exclusive or nonexclusive type of relationship.

If you choose not to be represented by an agent, the licensee working with you may be working for the other party to the transaction.

CHOICES AVAILABLE TO YOU IN MISSOURI

Seller's or Landlord's Limited Agent

Duty to perform the terms of the written agreement made with the seller or landlord, **to exercise reasonable skill and care for the seller or landlord, and to promote the interests of the seller or landlord** with the utmost good faith, loyalty and fidelity in the sale, lease, or management of property.

Information given by the buyer/tenant to a licensee acting as a Seller's or Landlord's Limited Agent will be disclosed to the seller/landlord.

Buyer's or Tenant's Limited Agent

Duty to perform the terms of the written agreement made with the buyer or tenant, **to exercise reasonable skill and care for the buyer or tenant and to promote the interests of the buyer or tenant** with the utmost good faith, loyalty and fidelity in the purchase or lease of property.

Information given by the seller/landlord to a licensee acting as a Buyer's or Tenant's Limited Agent will be disclosed to the buyer/tenant.

Sub-Agent (Agent of the Agent)

Owes the same obligations and responsibilities as the Seller's or Landlord's Limited Agent, or Buyer's or Tenant's Limited Agent.

Disclosed Dual Agent

With the written consent of all parties, represents both the seller and the buyer or the landlord and the tenant.

A Disclosed Dual Agent may disclose any information to either party that the licensee gains that is material to the transaction.

A dual agent may not disclose information that is considered confidential, such as:

- Buyer/Tenant will pay more than the purchase price or lease rate
- Seller/Landlord will accept less than the asking price or lease rate
- Either party will agree to financing terms other than those offered
- Motivating factors for any person buying, selling or leasing the property
- Terms of any prior offers or counter offers made by any party.

Designated Agent

Acts as your specific agent, whether you are a buyer or tenant, or seller or landlord. When the broker makes this appointment, the other real estate licensees in the company do not represent you.

There are two exceptions with both resulting in dual agency or transaction brokerage:

1. The agent representing you as a buyer or tenant is also the agent who listed the property you may want to buy or lease.
2. The supervising broker of two designated agents becomes involved in the transaction.

Transaction Broker

Does not represent either party, therefore, does not advocate the interest of either party.

A transaction broker is responsible for performing the following:

- Protect the confidences of both parties
- Exercise reasonable skill and care
- Present all written offers in a timely manner
- Keep the parties fully informed
- Account for all money and property received
- Assist the parties in complying with the terms and conditions of the contract
- Disclose to each party of the transaction any adverse material facts known by the licensee
- Suggest that the parties obtain expert advice.

A transaction broker shall not disclose:

- Buyer/Tenant will pay more than the purchase or lease price
- Seller/Landlord will accept less than the asking or lease price
- Motivating factors of the parties
- Seller/Buyer will accept financing terms other than those offered.

A transaction broker has no duty to:

- Conduct an independent inspection of, or discover any defects in, the property for the benefit of either party
- Conduct an independent investigation of the buyer's financial condition.

Other Agency Relationships

Missouri law does not prohibit written agency agreements which provide for duties exceeding that of a limited agent described in this pamphlet.

This brokerage authorizes the following relationships:

- Seller's Limited Agent
- Landlord's Limited Agent
- Buyer's Limited Agent
- Tenant's Limited Agent
- Sub-Agent
- Disclosed Dual Agent
- Designated Agent
- Transaction Broker
- Other Agency Relationship

Broker or Entity Name and Address



EXCLUSIVE RIGHT TO SELL CONTRACT

1 **THIS CONTRACT** is made between _____
 2 _____ (“SELLER” *Indicate Marital Status*)
 3 and _____ (“BROKER”)
 4 for the Property known as: _____
 5 and legally described as below, or as described in the attached Legal Description Addendum
 6 _____
 7 _____
 8 _____
 9 _____ (“Property”)

10 is **EXCLUSIVE** for a period beginning _____ (or date of last signature, whichever is later) and
 11 ending at 11:59 p.m. on _____ inclusive unless terminated by BROKER. The Property is offered
 12 for sale for the Purchase Price of \$ _____ on terms agreeable to SELLER. **SELLER hereby**
 13 **warrants to BROKER that this is the one and only Right to Sell Contract in effect regarding the Property** and
 14 SELLER has the capacity to convey merchantable title to the Property. BROKER and licensee(s) are licensed under
 15 the laws of the state in which the Property is located.

16
 17 Unless otherwise indicated in the checkbox below, SELLER agrees Property data will be entered in the Heartland
 18 Multiple Listing Service (MLS) as an active status listing within one business day of the above stated beginning date
 19 (or date of last signature, whichever is later) and available for showings as soon as practical.

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 21 SELLER authorizes BROKER to enter Property data in the MLS with a status that does not allow for property
 22 showings until _____ (MLS active date). Should a showing occur prior to the MLS active date,
 23 SELLER authorizes BROKER to update the MLS status to an active status and SELLER agrees Property will
 24 immediately be made available for showings by all MLS participants and subscribers.

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 26 This Contract pertains to **Residential Resale Property**. SELLER agrees to complete the Seller's Disclosure and
 27 Condition of Property Addendum (Residential) to be provided to prospective Buyers and to update the disclosure
 28 statement at the request of Broker. If the Property has acreage, the Seller's Disclosure and Condition of Property
 29 Addendum (Land) should be used in conjunction with the Seller's Disclosure and Condition of Property
 30 Addendum (Residential).

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 32 This Contract pertains to **New Home Construction**.

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 34 This Contract pertains to **Land**. SELLER agrees to complete the Seller's Disclosure and Condition of Property
 35 Addendum (Land) to be provided to prospective Buyers and to update the disclosure statement at the request of
 36 Broker.

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 38 **1. LISTING SERVICES:** SELLER authorizes BROKER to:

- 39 a. Cooperate and share the commission payable under this Contract with other brokers including brokers who
- 40 have been employed as Buyer agents, subagents, disclosed dual agents (Missouri only), transaction brokers,
- 41 or designated agents, subject, where applicable, to authorization as otherwise provided in this Contract.
- 42 b. Submit pertinent information, including virtual tours and images when applicable, concerning the Property to
- 43 any listing service to which BROKER subscribes and to abide by the rules of the listing service.
- 44 c. Provide to listing services for dissemination to others, including the county appraiser if required by law, timely
- 45 notice of status changes affecting the Property, sales information, including price, and other information
- 46 concerning the Property for use of the members of such services, to compile reliable statistics, and to
- 47 establish market value for other properties. Report sales information about the property, including the price at
- 48 which the property sold, to the MLS for dissemination to MLS Participants, Subscribers, and other licensees
- 49 or users of the MLS database compilation.
- 50 d. Obtain information on SELLER'S mortgage(s) and/or home equity loan(s).

_____|_____| Initials
 SELLER | SELLER

- 51 e. Disseminate data about the Property and other information relating to the Property supplied by, or on behalf
52 of SELLER, including creative works depicting the Property, such as virtual tours, images, and any textual
53 descriptions of the Property (collectively referred to as "Content"), to MLS participants, subscribers and other
54 licensees or users of the MLS database compilation, or any other MLS in which BROKER participates, and to
55 further disseminate, or permit MLS or other MLS participants to disseminate such Content to potential
56 purchasers through websites on the Internet. Further, the BROKER is authorized to otherwise advertise the
57 Property in any manner deemed appropriate by the BROKER, including but not limited to advertising on the
58 Internet, virtual tours, websites, trade journals and any other medium, and communications via e-mail and
59 facsimile. Notwithstanding, any of the above, SELLER reserves the right to opt-out of internet advertising and
60 advertising on other BROKERS' websites by completing a separate "Opt-Out" form.
- 61 f. Grant to the BROKER an irrevocable, perpetual, non-exclusive and fully sub-licensable and assignable right
62 (through multiple tiers) to use, reproduce, modify, adapt, publish, create derivative works from, distribute,
63 perform, and display any photographs, floor plans, architectural drawings, video images, sounds, or other
64 copyrightable material related to the Property ("Works"), and to incorporate any such Works (in whole or in
65 part) into other Works in any form, media, or technology now known or later developed.
- 66 g. This non-exclusive license shall survive the termination of this Agreement for any reason whatsoever.
67 SELLER represents and warrants to BROKER that the license granted to BROKER for this Content, does not
68 violate or infringe upon the rights, including any copyright rights, of any person or entity. SELLER
69 acknowledges and agrees that all listing content is owned exclusively by BROKER, and SELLER has no right,
70 title or interest in Content.

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72 **2. SELLER AGREES TO:**

- 73 a. Refer any offer or inquiry regarding the Property that is received by SELLER during the term of this Contract
74 to BROKER.
- 75 b. Permit BROKER to place a "For Sale" or similar signage on the Property and to remove all other signs during
76 the term of this Contract.
- 77 c. Permit BROKER to place a "Sold", "Under Contract" or similar signage on the Property after a Contract has
78 been accepted by SELLER.
- 79 d. Allow BROKER to enter the Property at reasonable times for the purpose of inspection, preview, or to show
80 the Property to prospective purchasers or other brokers.
- 81 e. Furnish BROKER with a key(s) to the Property, authorize the use of a "Lock Box" during the term of this
82 Contract and to hold BROKER, his agents, employees, cooperating brokers, their agents and employees, the
83 Heartland Multiple Listing Service, the Kansas City Regional Association of Realtors® free and harmless from
84 any loss or damage that might result from the use of such.
- 85 f. Allow BROKER to accept a deposit to be applied against the Purchase Price and to place that deposit into the
86 escrow account maintained by BROKER or other escrow agent until the Closing of the sale of the Property. If
87 the deposit is forfeited by the Buyer, _____% (zero (0) if left blank) of the deposit shall be retained by
88 BROKER, provided, however, that the amount retained shall not exceed the amount to which BROKER would
89 be entitled as a commission if the transaction had been consummated, and the balance of the deposit shall
90 be paid to SELLER.
- 91 g. If applicable, leave all utilities on at the Property during the term of this Contract or until Possession,
92 whichever is later, unless provided for otherwise in the Contract.
- 93 h. If applicable, upon closing reset to factory setting or provide codes and passwords for all electronic systems
94 or components at the PROPERTY, including those components controlled remotely.
- 95 i. If applicable, maintain adequate homeowner's property insurance during the term of this Contract or until
96 Possession, whichever is later, and contact their insurance company regarding the adequacy of said
97 insurance.
- 98 j. Provide any necessary documentation regarding the manner in which ownership or title is held in advance of
99 entering into an agreement to sell Property.
- 100 k. Permit BROKER to continue to show Property to other prospective buyers after a Contract to sell the Property
101 has been accepted by SELLER. Backup showings may continue at the BROKER'S discretion until Closing, or
102 until SELLER notifies BROKER to discontinue showings.

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3. BROKER AGREES TO:

- a. Market the Property at BROKER'S cost and expense unless otherwise specifically agreed upon elsewhere in this contract.
- b. Perform the terms of this Contract, exercise reasonable skill and care for SELLER, and promote the interests of SELLER with the utmost good faith, loyalty and fidelity **unless** acting as a Transaction BROKER, or as a Disclosed Dual agent (**Missouri only**).
- c. Seek a price and terms acceptable to SELLER.
- d. Provide, at a minimum, the following services:
 - 1. Accept delivery of and present to SELLER all offers and counter offers to sell Property;
 - 2. Assist SELLER in developing, communicating, negotiating, and presenting offers, counter offers, and notices that relate to the offers and the counter offers until a purchase agreement is signed and all contingencies are satisfied or waived; and
 - 3. Answer SELLER'S questions relating to the offers, counter offers, notices, and contingencies.
- e. Disclose to SELLER all adverse material facts actually known (or should have known, in Missouri) by Broker about Buyer.
- f. Disclose to SELLER any facts known by BROKER which are omitted from or contradict any information included in a written report prepared by a qualified third party.
- g. Comply with all applicable federal, state, and local laws, rules and regulations, and ordinances, including fair housing and civil rights statutes and rules and regulations.
- h. Keep all information about SELLER confidential unless: disclosure is authorized under this Contract; disclosure is required by statute, rule or regulation; failure to disclose would constitute a fraudulent misrepresentation; or disclosure is necessary under applicable law to defend the affiliated licensee against an action of wrongful conduct in an administrative or judicial proceeding or before a professional committee.
- i. Disclose to all prospective Buyers all adverse material facts actually known by the 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;
 - 3. Any material defects in the Property;
 - 4. Any material defects in the title to the Property;
 - 5. Any material limitation on SELLER'S ability to perform under the terms of the contract.
- j. Assist with the closing of the sale of the Property.
- k. Account in a timely manner for all money and property received.

BROKER shall not be obligated to continue to market the Property or present subsequent offers after an offer has been accepted by SELLER unless SELLER and BROKER agree to continue to market the Property until Closing. **Notwithstanding the above, if the Property is in Missouri, all written offers MUST be presented regardless of whether the Property is subject to a sales contract.**

4. BROKER'S AUTHORIZATION TO DISCLOSE. Broker is required to disclose certain terms and details of a transaction to the MLS and in accordance with real estate license law. SELLER may authorize Broker to disclose reason for sale of Property and terms of other offers to other Brokers and prospective Buyers.

a. Motivating Factor for sale of Property (check one):

- Seller does not authorize Broker to disclose reason for sale.
- Seller authorizes Broker to disclose the following motivating factors for sale:

b. Other Offers (check one):

- Seller does not authorize Broker to disclose existence of other offers.
- Seller authorizes Broker to disclose existence of other offers.
- Seller authorizes Broker to disclose existence **and terms of** other offers.

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Initials
SELLER | SELLER

- 155 5. **SELLER'S DISCLOSURE AND CONDITION OF PROPERTY ADDENDUM ("Seller's Disclosure").** SELLER
156 understands that the law requires disclosure of any material defects, known to SELLER, in the Property to
157 prospective Buyer(s) and that failure to do so may result in civil liability for damages. **In the event of a material**
158 **change in the condition of the Property. SELLER will provide all inspection reports, if any, and authorizes**
159 **Licensee to disclose such reports** and warrants that there are no known defects in the Property except as will
160 be indicated on the Seller's Disclosure Statement. SELLER agrees to hold BROKER, its affiliated licensees and
161 employees, and all cooperating Brokers and their agents and employees harmless for any damages or civil or
162 criminal actions, and all claims, demands, suits, losses or expenses (including reasonable attorney's fees) arising
163 out of any misrepresentation, nondisclosure, or concealment by SELLER in connection with the sale of the
164 Property including, without limitation, the inaccuracy of information provided by SELLER for the preparation of the
165 listing data, contained in the Seller's Disclosure Statement, or otherwise provided or omitted in connection with
166 the sale of the Property. SELLER agrees to thoroughly review the listing information prepared by BROKER and
167 advise BROKER immediately of any errors or omissions, including but not limited to the age of the Property and
168 size of the lot. SELLER agrees that SELLER will personally assume all responsibility for any claims made by a
169 Buyer before or after possession with respect to any errors or omissions contained in the information provided to
170 BROKER and the Buyer, and that BROKER shall not be responsible in any manner for any errors or omissions.
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- 172 6. **LEGAL AND PROFESSIONAL ADVICE.** BROKER suggests SELLER seek legal, tax, and other professional
173 advice relative to any real estate transaction. BROKER makes no representation or warranty respecting the
174 advisability of any transaction. BROKER is not an expert in matters relating to law, tax, financing, surveying,
175 structural or mechanical condition, hazardous material, engineering, or other specialized topics. SELLER is
176 encouraged to seek expert help in such areas. BROKER will cooperate with experts engaged by SELLER, but
177 BROKER shall have no liability to SELLER pertaining to such matters.
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- 179 7. **LIABILITIES.** SELLER agrees to indemnify BROKER against and hold BROKER harmless from any liability for
180 vandalism, theft or damage of any nature whatsoever to the Property, or for personal injury to persons on the
181 Property. In consideration of BROKER'S arranging for any inspections at SELLER'S request, SELLER hereby
182 agrees to indemnify and hold harmless BROKER, and BROKER'S affiliated licensees, agents and employees
183 from any liability, costs or expenses resulting from or in connection with those inspections.
184
- 185 8. **BROKERAGE RELATIONSHIP DISCLOSURE. SELLER acknowledges receiving (a) the Broker Disclosure**
186 **Form (in Missouri) on or before the signing of the Seller's Agency Agreement, or upon the licensee**
187 **obtaining any personal or financial information, whichever occurs first; OR, (b) the Real Estate Brokerage**
188 **Relationships Brochure (in Kansas) at the first practical opportunity. The Missouri "Form", or Kansas**
189 **"Brochure" needs to be read by all consumers.** SELLER understands and agrees that BROKER can show the
190 Property and obtain offers from all prospective Buyers, including Buyers with whom BROKER has a brokerage
191 relationship. BROKER shall notify SELLER and Buyer of BROKER'S intention to represent both of them
192 **(Disclosed Dual Agency is available only in Missouri),** to represent neither but to assist both the Buyer and
193 SELLER **(Transaction Brokerage is available in both Kansas and Missouri),** or designate an agent for the
194 Buyer and another to represent SELLER **(Designated Agency is available in both Kansas and Missouri).**
195 SELLER also understands and agrees that as part of the marketing of the Property, BROKER will be showing
196 Buyers properties other than the Property and providing Buyers with information on selling prices in the area.
197 SELLER understands that BROKER may show alternative properties not owned by SELLER to prospects and
198 may list competing properties for sale without breaching any duty or obligation to SELLER.
199
- 200 • **Seller Agency.** A SELLER'S agent represents SELLER only, so the Buyer may be either unrepresented or
201 represented by another agent. The SELLER'S agent is responsible for performing the following duties:
202 promoting the interests of SELLER with the utmost good faith, loyalty, and fidelity; protecting SELLER'S
203 confidences, unless disclosure is required; presenting all offers in a timely manner; advising SELLER to
204 obtain expert advice; accounting for all money and property received; disclosing to SELLER all adverse
205 material facts about the Buyer that the agent knows; disclosing to the Buyer environmental hazards affecting
206 the Property that are required to be disclosed, the physical condition of the Property or any material defects
207 in the Property or in the title to the Property; any material limitation on SELLER'S ability to complete the
208 contract. The SELLER'S agent has no duty to conduct an independent inspection of the Property for the
209 benefit of the Buyer or to independently verify the accuracy or completeness of any statement by SELLER or
any qualified third party.

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- **Transaction Broker. (Kansas and Missouri).** SELLER acknowledges that BROKER may have Buyer clients who have retained BROKER to represent them in the acquisition of property. If one of these clients becomes interested in making an offer on the Property, BROKER would be in the position of representing the Buyer and SELLER in the same transaction. Unless designated agents have been appointed as provided below, this representation would constitute a dual agency (**Missouri only**). With the informed consent of both SELLER and the Buyer, BROKER may act as a Transaction Broker. As a Transaction Broker, BROKER would assist the parties with the real estate transaction without being an agent or advocate for the interests of either party. A Transaction Broker has the duty to perform the terms of any written or oral agreement made with any party to the transaction; to exercise reasonable skill, care and diligence as a Transaction Broker, including but not limited to: presenting all offers and counter offers in a timely manner regardless of whether the Property is subject to a Contract for sale or lease or a letter of intent; keeping the parties fully informed regarding the transaction and suggesting that such parties obtain expert advice as to material matters about which the Transaction Broker knows but the specifics of which are beyond the expertise of such broker; accounting in a timely manner for all money and property received; disclosing to each party to the transaction any adverse material facts of which the Transaction Broker has actual notice or knowledge; and assisting the parties in complying with the terms and conditions of any Contract. The parties to a transaction brokerage transaction shall not be liable for any acts of the Transaction Broker. The following information shall not be disclosed by a Transaction Broker without the informed consent of the party or parties disclosing such information to the BROKER: that a Buyer is willing to pay more than the Purchase Price offered for the Property; that SELLER is willing to accept less than the asking price for the Property; what the motivating factors are for any party buying, selling or leasing the Property; that SELLER or a Buyer will agree to financing terms other than those offered or any confidential information about the other party, unless disclosure of such information is required by law, statute, rules or regulations or failure to disclose such information would constitute fraud or dishonest dealing. (**A separate Transaction Broker Addendum must be signed by all parties when this arrangement is used.**)
- **Subagency.** A Subagent is the agent of an agent. A Subagent owes the same obligations and responsibilities as the agent.
- **Disclosed Dual Agency. (Missouri only).** BROKER may have Buyer clients who have retained BROKER to represent them in connection with the acquisition of property. If a Buyer represented by BROKER becomes interested in making an offer on the Property, BROKER is in the position of representing both SELLER and the Buyer in that transaction. This representation, known as dual agency, can create inherent conflicts of interest. The same is true if the listing agent is also the selling agent. A Dual Agent shall be a limited agent for both SELLER and a Buyer and shall have the duties of SELLER'S or a Buyer's agent except that a Dual Agent may disclose any information to one client that the licensee gains from the other client if the information: (1) is material to the transaction unless it is confidential information that has not been made public or, (2) becomes public by the words or conduct of the client to whom the information pertains or, (3) is obtained from a source other than the licensee. A Dual Agent may not disclose, without the consent of the client to whom the information pertains: that a Buyer is willing to pay more than the Purchase Price offered for the Property; that SELLER is willing to accept less than the asking price for the Property; what the motivating factors are for any client, buying or selling the Property or that a client will agree to financing terms other than those offered and/or the terms of any prior offers or counter offers made by any party. A Dual Agent shall not disclose to one client any confidential information about the other client unless the disclosure is required by statute, rule or regulation or failure to disclose the information would constitute a misrepresentation or unless disclosure is necessary to defend the affiliate licensee against an action of wrongful conduct in any administrative or judicial proceeding or before a professional committee. (**A separate Disclosed Dual Agency Amendment must be signed by SELLER and the Buyer when this form of agency is used.**)
- **Designated Agency.** A Designated Agent is a licensee affiliated with BROKER who has been designated by BROKER, or BROKER'S authorized representative, to act as the agent of a Buyer represented by BROKER or a SELLER represented by BROKER to the exclusion of all other affiliated licensees of BROKER. The use of a Designated Agent is an alternative to a Disclosed Dual Agency in Missouri or a Transaction Broker in Kansas or Missouri. A Designated SELLER'S Agent will perform all of the duties of a SELLER'S Agent.
If a Designated Agent is appointed to represent SELLER, SELLER understands and agrees that:
 1. The Designated Agent will perform all of the duties of a SELLER'S Agent and will be SELLER'S legal agent to the exclusion of all other licensees affiliated with BROKER.
 2. Another licensee with the BROKER may act as a Designated Agent for a Buyer in the sale of the Property.

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- 3. The supervising broker (or branch broker, if applicable) will act as a Transaction Broker and will not advocate for the interests of either party and will not, without prior consent of both parties, disclose any information or personal confidences about a party which might place the other party at an advantage. The supervising broker (or branch broker, if applicable) may appoint an affiliated licensee to act in the transaction as a Transaction Broker.
- 4. If the Designated Agent for SELLER is also the Designated Agent of a Buyer who is interested in purchasing the Property, the Designated Agent cannot represent both SELLER and Buyer. With the informed consent of both SELLER and Buyer, the Designated Agent may act as a Transaction Broker and assist the parties with the real estate transaction without being an agent or advocate for the interests of either party.
- 5. If a Buyer who is represented by a Designated Agent of BROKER wants to see a property which was personally listed by the supervising broker, then the supervising broker, with the written consent of SELLER, may specifically designate an affiliated licensee who will act as the Designated Agent for SELLER.

9. BROKERAGE RELATIONSHIPS CONFIRMATION: Unless otherwise provided herein, **the SELLER authorizes the designated broker to cooperate with and compensate other designated brokers.**

SELLER consents to the following **(Check applicable boxes):**

- Yes No SELLER consents to Seller Agency.
- Yes No SELLER consents to a Transaction Broker and agrees, if applicable, to sign a Transaction Broker Addendum.
- Yes No SELLER consents to Subagency.
- Yes No SELLER consents to Dual Agency and agrees, if applicable, to sign a Disclosed Dual Agency Amendment. **(Missouri only)**
- Yes No SELLER consents to the appointment of a Designated Agent for Seller. **(In Kansas, Supervising Broker acts as a Transaction Broker)**
- Yes No SELLER consents to the appointment of a Designated Agent for a Buyer in sale of the SELLER'S Property. **(In Kansas, Supervising Broker acts as a Transaction Broker)**

10. TITLE INSURANCE. SELLER has been informed of SELLER'S responsibility to provide the Buyers of the Property with evidence of clear title as required by the sales Contract. SELLER authorizes BROKER to order title evidence through _____.

Title to the Property is vested in the name(s) of: _____

 _____ (including but not limited to marital status, trust documents, LLC).

11. COMPENSATION.

- a. SELLER agrees to pay BROKER a commission which shall be: _____.
 The Commission shall be due and payable if BROKER or anyone else produces or finds a purchaser ready, willing, and able to purchase the Property at the price and terms offered now or at the price and terms acceptable to SELLER at a later date. The Commission shall be split _____% listing side and _____% selling side.
 Other Compensation: _____.
- SELLER authorizes the party handling the Closing to pay Commission to BROKER from SELLER'S proceeds at the Closing. SELLER understands and agrees that BROKER may be compensated by more than one party in the transaction.**
- b. If compensation to selling BROKER differs from what is stated in this Contract for any reason, such must be disclosed in writing to SELLER by BROKER. BROKER'S offer of compensation is only applicable to brokers who are participants in Heartland Multiple Listing System, unless otherwise agreed upon in writing.

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c. If the Property is not sold during the term of this Contract but a sale is made directly or indirectly within _____ calendar days after this Contract terminates to anyone to whom the Property was shown or submitted during the term of this Contract and whose name BROKER has submitted to SELLER in writing prior to the expiration of this Contract, the Commission and Other Compensation shall be due and payable to BROKER. However, SELLER shall not be obligated to pay the Commission and Other Compensation if a valid Exclusive Right To Sell Contract is entered into during such period with another licensed real estate broker and the sale of the Property is made during such period, **unless said exclusions have been added to a subsequent Exclusive Right To Sell Contract.** The terms "purchase" and "sale" as used herein shall include any agreement to transfer all or a substantial part of SELLER'S interest in the Property, including a Contract for deed, a Contract for sale, a lease, a lease/option Contract, and a shared equity Contract.

12. LIMITED HOME WARRANTY. If applicable, it is suggested that SELLER consider the purchase of a home protection plan for the Property which may increase the Property's marketability and reduce SELLER'S risk. A Home Warranty plan is a limited service contract covering repair or replacement of the working components of the Property for a minimum of one (1) year from the Closing Date subject to the terms and conditions of the individual plan. The program was explained to SELLER and SELLER (**Check one**):

- agrees to purchase a home warranty at a cost not to exceed \$ _____, from _____ (vendor) to be paid at Closing. (A separate application defining the coverage of the program may be signed at the time this listing is executed, and BROKER may receive a fee from the warranty company to cover processing and administration of the plan.)
- does not agree to purchase a home warranty.

13. NOTICE TO SELLERS WHO ARE FOREIGN PERSONS. A SELLER who is a foreign person should consult an attorney or accountant familiar with the Foreign Investment in Real Property Tax Act (FIRPTA) before entering into negotiations or contracts for the sale of property.

14. FRANCHISE DISCLOSURE. (check if applicable) BROKER is a member of a franchise and pursuant to the terms of its franchise agreement, the franchisor has no legal liability for the actions of BROKER, despite its use of franchisor's trade or insignia.

15. CYBER PROTECTION. As a SELLER involved in a real estate transaction where money is changing hands, SELLER may be a potential target for cyber-criminals. Always contact the closer directly before wiring any money.

16. ADDITIONAL TERMS AND CONDITIONS, IF ANY: _____

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Initials
SELLER | SELLER

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CAREFULLY READ THE TERMS HEREOF BEFORE SIGNING. WHEN SIGNED BY ALL PARTIES, THIS DOCUMENT BECOMES PART OF A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, CONSULT AN ATTORNEY BEFORE SIGNING.

All parties agree that this transaction can be conducted by electronic means, including email, according to the Uniform Electronic Transaction Act as adopted in Kansas and Missouri.

_____		_____		_____	
BROKERAGE		SELLER		DATE	
_____		_____		_____	
LICENSEE ASSISTING SELLER		SELLER		DATE	
_____		_____		_____	
DATE		SELLER ADDRESS			
_____		_____			
_____		SELLER CITY, STATE, ZIP			
_____		_____			
_____		SELLER PHONE #		SELLER # 2 PHONE #	
_____		_____		_____	
_____		SELLER EMAIL		SELLER # 2 EMAIL	
_____		_____		_____	

Appointment of Designated Agent(s): BROKER or BROKER'S authorized representative hereby designates:

to act as a **Designated Agent(s)** on SELLER'S behalf. SELLER consents to the above named **Designated Agent(s)** acting as SELLER'S Designated Agent (or as a Transaction Broker, or Disclosed Dual Agent in Missouri if such Designated Agent is also the Designated Agent for the buyer), subject to both SELLER and Buyer signing a Transaction Broker Addendum or Disclosed Dual Agency Amendment (**Missouri only**) with BROKER, which shall be signed by the Buyer prior to writing the offer and by SELLER prior to signing the Contract.

BROKER'S Signature (required in Missouri)

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LEAD BASED PAINT DISCLOSURE ADDENDUM
Disclosure of Information on Lead-Based Paint and/or
Lead-Based Paint Hazards

SELLER: _____

PROPERTY: _____

Lead Warning Statement:

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure (Initial applicable lines)

a. PRESENCE OF LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS: (check one below)

[] Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

[] Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

b. RECORDS AND REPORTS AVAILABLE TO THE SELLER: (check one below)

[] Seller has provided the Buyer with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

[] Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Buyer's Acknowledgment (Initial applicable lines)

c. BUYER HAS RECEIVED COPIES OF ALL INFORMATION LISTED ABOVE

d. BUYER HAS RECEIVED THE PAMPHLET "Protect Your Family from Lead in Your Home"

e. BUYER HAS: (Check one below)

[] Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint or lead-based paint hazards; or

[] Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

41 **Licensee's Acknowledgment: (initial)**

42 f. _____ Licensee has informed the Seller of the Seller's obligations under 42 U.S.C. 4852 and
43 is aware of his/her responsibility to ensure compliance.

44 **Certification of Accuracy**

45 The following parties have reviewed the information above and certify, to the best of their knowledge, the
46 information they have provided is true and accurate.
47

48
49 **CAREFULLY READ THE TERMS HEREOF BEFORE SIGNING. WHEN SIGNED BY ALL PARTIES,**
50 **THIS DOCUMENT BECOMES PART OF A LEGALLY BINDING CONTRACT.**
51 **IF NOT UNDERSTOOD, CONSULT AN ATTORNEY BEFORE SIGNING.**
52

53
54
55 _____
56 **SELLER** **DATE** **BUYER** **DATE**
57
58 _____
59 **SELLER** **DATE** **BUYER** **DATE**
60
61 _____
62 **LICENSEE ASSISTING SELLER** **DATE** **LICENSEE ASSISTING BUYER** **DATE**
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COMPANY DISCLOSURE ADDENDUM

SELLER: _____

BUYER: _____

PROPERTY: _____

(Please print all of the above)

COMPANY DISCLOSURE STATEMENTS

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SELLER DATE

BUYER DATE

SELLER DATE

BUYER DATE



LEGAL DESCRIPTION ADDENDUM

1 **SELLER:** _____

2 _____

3 **BUYER:** _____

4 _____

5 **PROPERTY:** _____

6 _____

7 **PROPERTY LEGAL DESCRIPTION:**

8 _____

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(INFORMATION DEEMED RELIABLE BUT NOT GUARANTEED)

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THIS DOCUMENT BECOMES PART OF A LEGALLY BINDING CONTRACT.
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SELLER _____ **DATE** _____ **BUYER** _____ **DATE** _____

SELLER _____ **DATE** _____ **BUYER** _____ **DATE** _____

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REALTY PROFESSIONALS HEARTLAND, L.L.C.
403 N. HIGHWAY 7 / BLUE SPRINGS, MO 64015
Office: (816) 220-5600
Fax: (816-220-5699



Cybercrime is a REAL THREAT in real estate transactions. Instances have occurred where criminals have hacked email accounts of entities related to real estate transactions (such as lawyers, escrow holders, title company representatives, or real estate brokers and or agents ***THIS INCLUDES THE EMAIL ACCOUNTS OF BUYERS AND SELLERS, YES YOUR EMAIL ACCOUNTS!!!). Using email, hackers have invaded real estate transactions and used fraudulent

wiring instructions to direct parties to wire funds to criminal's bank accounts, often to offshore accounts, with little or no chance of recovery. It also appears that some hackers have provided false phone numbers or verifying wiring instructions. In those cases, the buyers called the number provided to confirm the instructions, and then unknowingly authorized to transfer somewhere other than escrow. Sellers have had their sales proceeds taken through similar schemes.

Please be advised that Realty Professionals Heartland LLC, will never send via email wiring instructions related to your transaction.

BUYERS / SELLERS are also advised:

- 1. Obtain phone number of the escrow officer at the beginning of the transaction, from the Broker or sales person.
2. Never wire funds prior to calling your escrow officer to confirm wiring instructions. Only use a phone number you were provided previously by your real estate Broker or Sales person. Do not use any different phone numbers included in the email wire transfer instructions. Orally confirm (call the Escrow Officer) the wire transfer instructions is legitimate and confirmed the bank routing number, account

- numbers and other codes before taking steps to transfer the funds.
3. Avoid sending personal information in emails and/or text. Provide such information in person or over the telephone directly to an escrow officer.
4. Take steps to secure the system you're using with your email account (meaning, cell phone, home Wi-Fi etc.). The steps include creating strong passwords and using secure Wi-Fi as well as two-step verification processes

If an email or telephone call seems suspicious DO NOT TAKE any action UNTIL the communication has been independently verified (This means DO NOT GIVE PERSONAL INFORMATION). Promptly notify your bank, your real estate agent and the escrow officer.

The sources below, as well as others can also provide information;

- The Federal Bureau of Investigation: www.fbi.gov
The National White-Collar Crime Center: www.nw3c.org
On Guard Online: www.onguardonline.gov

The undersigned acknowledges receipt of this document which is an integral part of our base contract and or listing contracts.

SELLER: _____

BUYER: _____

DATE: _____

DATE: _____

SELLER: _____

BUYER: _____

DATE: _____

DATE: _____



UNDERSTANDING TILA-RESPA INTEGRATED DISCLOSURES (TRID)

1 New legislation taking effect on October 3, 2015, may cause delays in real estate transactions initiated on
2 or after this date.

3
4 This legislation is based on the Truth-in-Lending Act (TILA) and Real Estate Settlement and Procedures
5 Act (RESPA) and is sometimes referred to as "TRID" for short. The purpose of TRID is to make it easier
6 for consumers to understand their loan costs and to make sure they have ample time to review changes
7 to the terms of a mortgage before closing on real estate purchase.

8
9 Lenders are required to provide BUYERS with a Closing Disclosure showing final closing figures prior to
10 closing. BUYERS must receive the Closing Disclosure at least three (3) business days prior to BUYER'S
11 closing. Any of the following taking place within that three (3) day time period prior will delay Closing:

- 12
- 13 a. Change in APR of 1/8% for a fixed rate mortgage or 1/4% for an adjustable mortgage
- 14 b. Change in loan type
- 15 c. Addition of a pre-payment penalty
- 16

17 Lenders recommend allowing at least 45 days to close, allowing adequate time between back-to-back
18 closings and finalizing loan terms at the earliest opportunity.

Suggestions to Minimize Closing Delays

BUYERS

- 21
- 22
- 23
- 24 • Agree to participate in electronic communication with Lender.
- 25 • Lock-in interest rate as early as practical.
- 26 • Finalize loan terms as early as possible.
- 27 • Provide Lender with all information immediately upon request.
- 28 • Complete Lender's "intent to close" document as soon as practical.
- 29 • Conduct final walkthrough more than three (3) days prior to Closing.
- 30 • Have a plan for possible delays due to TRID requirements affecting closing and/or
- 31 possession dates necessitating a Contract extension.
- 32

SELLERS

- 33
- 34
- 35 • Be prepared for walk-through more than three (3) days prior to Closing.
- 36 • Have a plan for possible delays due to TRID requirements affecting closing and/or
- 37 possession dates necessitating a Contract extension.
- 38

39 For more information visit www.consumerfinance.gov.

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44 _____
SIGNATURE

_____ DATE

_____ SIGNATURE

_____ DATE

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