



# EXCLUSIVE RIGHT TO SELL CONTRACT

1 **THIS CONTRACT** is made between \_\_\_\_\_  
 2 ("SELLER") and \_\_\_\_\_ ("BROKER") for  
 3 the Property known as: \_\_\_\_\_  
 4 and legally described as below, or as described in the attached Legal Description Addendum: \_\_\_\_\_  
 5 \_\_\_\_\_  
 6 \_\_\_\_\_

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

13  
 14 **1. LISTING SERVICES.** SELLER authorizes BROKER to:

15 (a) Cooperate and share the commission payable under this Contract with other brokers including  
 16 brokers who have been employed as Buyer agents, subagents, disclosed dual agents (*Missouri only*),  
 17 transaction brokers, or designated agents, subject, where applicable, to authorization as otherwise  
 18 provided in this Contract.

19 (b) Submit pertinent information, including virtual tours and images when applicable, concerning the  
 20 Property to any listing service to which BROKER subscribes and to abide by the rules of the listing  
 21 service.

22 (c) Provide to listing services for dissemination to others, including the county appraiser if required by  
 23 law, timely notice of status changes affecting the Property, sales information, including price, and other  
 24 information concerning the Property for use of the members of such services, to compile reliable  
 25 statistics, and to establish market value for other properties. Report sales information about the  
 26 Property, including the price at which the Property sold, to the MLS for dissemination to MLS  
 27 participants, subscribers, and other licensees or users of the MLS database compilation.

28 (d) Obtain information on SELLER'S mortgage(s) and/or home equity loan(s):

29 Loan #1 \_\_\_\_\_ held by \_\_\_\_\_,

30 Phone #: \_\_\_\_\_.

31 Loan #2 \_\_\_\_\_ held by \_\_\_\_\_,

32 Phone #: \_\_\_\_\_.

33 Loan #3 \_\_\_\_\_ held by \_\_\_\_\_,

34 Phone #: \_\_\_\_\_.

35 (e) Disseminate data about the Property and other information relating to the Property supplied by, or  
 36 on behalf of SELLER, including creative works depicting the Property, such as virtual tours, images, and  
 37 any textual descriptions of the Property (collectively referred to as "Content"), to MLS participants,  
 38 subscribers and other licensees or users of the MLS database compilation, or any other MLS in which  
 39 BROKER participates, and to further disseminate, or permit MLS or other MLS participants to  
 40 disseminate such Content to potential purchasers through websites on the Internet. Further, the  
 41 BROKER is authorized to otherwise advertise the Property in any manner deemed appropriate by the  
 42 BROKER, including but not limited to advertising on the Internet, virtual tours, websites, trade journals  
 43 and any other medium, and communications via e-mail and facsimile. Notwithstanding, any of the  
 44 above, SELLER reserves the right to opt-out of internet advertising and advertising on other BROKERS'  
 45 websites by completing a separate "Opt-Out" form.

46 (f) Grant to the BROKER an irrevocable, perpetual, non-exclusive and fully sub-licensable and  
 47 assignable right (through multiple tiers) to use, reproduce, modify, adapt, publish, create derivative  
 48 works from, distribute, perform, and display any photographs, floor plans, architectural drawings, video  
 49 images, sounds, or other copyrightable material related to the Property ("Works"), and to incorporate  
 50 any such Works (in whole or in part) into other Works in any form, media, or technology now known or  
 51 later developed.

52 (g) This non-exclusive license shall survive the termination of this Agreement for any reason  
53 whatsoever. SELLER represents and warrants to BROKER that the license granted to BROKER for this  
54 Content, does not violate or infringe upon the rights, including any copyright rights, of any person or  
55 entity. SELLER acknowledges and agrees that all listing content is owned exclusively by BROKER, and  
56 SELLER has no right, title or interest in Content.

57  
58 **2. SELLER AGREES TO:**

59 (a) Refer any offer or inquiry regarding the Property that is received by SELLER during the term of this  
60 Contract to BROKER.

61 (b) Permit BROKER to place a "For Sale" sign on the Property and to remove all other signs during the  
62 term of this Contract.

63 (c) Allow BROKER to enter the Property at reasonable times for the purpose of inspection, preview, or  
64 to show the Property to prospective purchasers or other brokers.

65 (d) Furnish BROKER with a key to the Property, authorize the use of a "Lock Box" during the term of  
66 this Contract and to hold BROKER, his agents, employees, cooperating brokers, their agents and  
67 employees, the Heartland Multiple Listing Service, the Kansas City Regional Association of Realtors®  
68 free and harmless from any loss or damage that might result from the use of such.

69 (e) Allow BROKER to accept a deposit to be applied against the Purchase Price and to place that  
70 deposit into the escrow account maintained by BROKER or other escrow agent until the Closing of the  
71 sale of the Property. If the deposit is forfeited by the Buyer, \_\_\_\_\_% of the deposit shall be retained by  
72 BROKER, provided, however, that the amount retained shall not exceed the amount to which BROKER  
73 would be entitled as a commission if the transaction had been consummated, and the balance of the  
74 deposit shall be paid to SELLER.

75 (f) Leave all utilities on at the Property during the term of this Contract or until Possession, whichever is  
76 later, unless provided for otherwise in the Contract.

77 (g) Maintain adequate homeowner's property insurance during the term of this Contract or until  
78 Possession, whichever is later, and contact their insurance company regarding the adequacy of said  
79 insurance.

80  
81 **3. BROKER AGREES TO:**

82 (a) Market the Property at BROKER'S cost and expense unless otherwise specifically agreed upon  
83 elsewhere in this contract.

84 (b) Perform the terms of this Contract, exercise reasonable skill and care for SELLER, and promote the  
85 interests of SELLER with the utmost good faith, loyalty and fidelity **unless** acting as a Transaction  
86 BROKER, or as a Disclosed Dual agent (**Missouri only**).

87 (c) Seek a price and terms acceptable to SELLER.

88 (d) Provide, at a minimum, the following services:

89 (1) Accept delivery of and present to SELLER all offers and counter offers to sell Property;

90 (2) Assist SELLER in developing, communicating, negotiating, and presenting offers, counter  
91 offers, and notices that relate to the offers and the counter offers until a purchase agreement is  
92 signed and all contingencies are satisfied or waived; and

93 (3) Answer SELLER'S questions relating to the offers, counter offers, notices, and contingencies.

94 (e) Disclose to SELLER all adverse material facts actually known (or should have known, in Missouri)  
95 by Broker about Buyer.

96 (f) Disclose to SELLER any facts known by BROKER which are omitted from or contradict any  
97 information included in a written report prepared by a qualified third party.

98 (g) Comply with all applicable federal, state, and local laws, rules and regulations, and ordinances,  
99 including fair housing and civil rights statutes and rules and regulations.

100 (h) Keep all information about SELLER confidential unless: disclosure is authorized under this Contract;  
101 disclosure is required by statute, rule or regulation; failure to disclose would constitute a fraudulent  
102 misrepresentation; or disclosure is necessary under applicable law to defend the affiliated licensee  
103 against an action of wrongful conduct in an administrative or judicial proceeding or before a professional  
104 committee.

- 106 (i) Disclose to all prospective Buyers all adverse material facts actually known by the BROKER,  
107 including but not limited to:
- 108 (1) Any environmental hazards affecting the Property which are required by law to be disclosed;
  - 109 (2) The physical condition of the Property;
  - 110 (3) Any material defects in the Property;
  - 111 (4) Any material defects in the title to the Property;
  - 112 (5) Any material limitation on SELLER'S ability to perform under the terms of the contract.
- 113 (j) Assist with the closing of the sale of the Property.
- 114 (k) Account in a timely manner for all money and property received.

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

120

121 **4. SELLER'S DISCLOSURE AND CONDITION OF PROPERTY ADDENDUM ("Seller's Disclosure").**

122 SELLER understands that the law requires disclosure of any material defects in the Property to prospective  
123 Buyers and that failure to do so may result in civil liability for damages. SELLER agrees to complete the  
124 Seller's Disclosure Statement to be provided to prospective Buyers and to update the disclosure statement  
125 at the request of BROKER, **or in the event of a material change in the condition of the Property.**  
126 **SELLER will provide all inspection reports, if any, and authorizes Licensee to disclose such reports**  
127 and warrants that there are no known defects in the Property except as will be indicated on the Seller's  
128 Disclosure Statement. SELLER agrees to hold BROKER, its affiliated licensees and employees, and all  
129 cooperating Brokers and their agents and employees harmless for any damages or civil or criminal actions,  
130 and all claims, demands, suits, losses or expenses (including reasonable attorney's fees) arising out of any  
131 misrepresentation, nondisclosure, or concealment by SELLER in connection with the sale of the Property  
132 including, without limitation, the inaccuracy of information provided by SELLER for the preparation of the  
133 listing data, contained in the Seller's Disclosure Statement, or otherwise provided or omitted in connection  
134 with the sale of the Property. SELLER agrees to thoroughly review the listing information prepared by  
135 BROKER and advise BROKER immediately of any errors or omissions, including but not limited to the age  
136 of the Property and size of the lot. SELLER agrees that SELLER will personally assume all responsibility  
137 for any claims made by a Buyer before or after possession with respect to any errors or omissions  
138 contained in the information provided to BROKER and the Buyer, and that BROKER shall not be  
139 responsible in any manner for any errors or omissions.

140

141 **5. LEGAL AND PROFESSIONAL ADVICE.** BROKER suggests SELLER seek legal, tax, and other  
142 professional advice relative to any real estate transaction. BROKER makes no representation or warranty  
143 respecting the advisability of any transaction. BROKER is not an expert in matters relating to law, tax,  
144 financing, surveying, structural or mechanical condition, hazardous material, engineering, or other  
145 specialized topics. SELLER is encouraged to seek expert help in such areas. BROKER will cooperate  
146 with experts engaged by SELLER, but BROKER shall have no liability to SELLER pertaining to such  
147 matters.

148

149 **6. LIABILITIES.** SELLER agrees to indemnify BROKER against and hold BROKER harmless from any  
150 liability for vandalism, theft or damage of any nature whatsoever to the Property, or for personal injury to  
151 persons on the Property. In consideration of BROKER'S arranging for any inspections at SELLER'S  
152 request, SELLER hereby agrees to indemnify and hold harmless BROKER, and BROKER'S affiliated  
153 licensees, agents and employees from any liability, costs or expenses resulting from or in connection with  
154 those inspections.

155

156 **7. BROKERAGE RELATIONSHIP DISCLOSURE.** SELLER acknowledges receiving (a) the Broker  
157 Disclosure Form (in Missouri) on or before the signing of the Seller's Agency Agreement, or upon  
158 the licensee obtaining any personal or financial information, whichever occurs first; OR, (b) the  
159 Real Estate Brokerage Relationships Brochure (in Kansas) at the first practical opportunity. The  
160

161 **Missouri “Form”, or Kansas “Brochure” needs to be read by all consumers.** SELLER understands  
162 and agrees that BROKER can show the Property and obtain offers from all prospective Buyers, including  
163 Buyers with whom BROKER has a brokerage relationship. BROKER shall notify SELLER and Buyer of  
164 BROKER’S intention to represent both of them (**Disclosed Dual Agency is available only in Missouri**),  
165 to represent neither but to assist both the Buyer and SELLER (**Transaction Brokerage is available in**  
166 **both Kansas and Missouri**), or designate an agent for the Buyer and another to represent SELLER  
167 (**Designated Agency is available in both Kansas and Missouri**). SELLER also understands and agrees  
168 that as part of the marketing of the Property, BROKER will be showing Buyers properties other than the  
169 Property and providing Buyers with information on selling prices in the area. SELLER understands that  
170 BROKER may show alternative properties not owned by SELLER to prospects and may list competing  
171 properties for sale without breaching any duty or obligation to SELLER.

- 172 • **Seller Agency.** A SELLER’S agent represents SELLER only, so the Buyer may be either unrepre-  
173 sented or represented by another agent. The SELLER’S agent is responsible for performing the follow-  
174 ing duties: promoting the interests of SELLER with the utmost good faith, loyalty, and fidelity; protecting  
175 SELLER’S confidences, unless disclosure is required; presenting all offers in a timely manner; advising  
176 SELLER to obtain expert advice; accounting for all money and property received; disclosing to  
177 SELLER all adverse material facts about the Buyer that the agent knows; disclosing to the Buyer envi-  
178 ronmental hazards affecting the Property that are required to be disclosed, the physical condition of the  
179 Property or any material defects in the Property or in the title to the Property; any material limitation on  
180 SELLER’S ability to complete the contract. The SELLER’S agent has no duty to conduct an indepen-  
181 dent inspection of the Property for the benefit of the Buyer or to independently verify the accuracy or  
182 completeness of any statement by SELLER or any qualified third party.
- 183 • **Transaction Broker. (Kansas and Missouri).** SELLER acknowledges that BROKER may have Buy-  
184 er clients who have retained BROKER to represent them in the acquisition of property. If one of these  
185 clients becomes interested in making an offer on the Property, BROKER would be in the position of  
186 representing the Buyer and SELLER in the same transaction. Unless designated agents have been  
187 appointed as provided below, this representation would constitute a dual agency (**Missouri only**). With  
188 the informed consent of both SELLER and the Buyer, BROKER may act as a Transaction Broker. As a  
189 Transaction Broker, BROKER would assist the parties with the real estate transaction without being an  
190 agent or advocate for the interests of either party. A Transaction Broker has the duty to perform the  
191 terms of any written or oral agreement made with any party to the transaction; to exercise reasonable  
192 skill, care and diligence as a Transaction Broker, including but not limited to: presenting all offers and  
193 counter offers in a timely manner regardless of whether the Property is subject to a Contract for sale or  
194 lease or a letter of intent; keeping the parties fully informed regarding the transaction and suggesting  
195 that such parties obtain expert advice as to material matters about which the Transaction Broker knows  
196 but the specifics of which are beyond the expertise of such broker; accounting in a timely manner for all  
197 money and property received; disclosing to each party to the transaction any adverse material facts of  
198 which the Transaction Broker has actual notice or knowledge; and assisting the parties in complying  
199 with the terms and conditions of any Contract. The parties to a transaction brokerage transaction shall  
200 not be liable for any acts of the Transaction Broker. The following information shall not be disclosed by  
201 a Transaction Broker without the informed consent of the party or parties disclosing such information to  
202 the BROKER: that a Buyer is willing to pay more than the Purchase Price offered for the Property; that  
203 SELLER is willing to accept less than the asking price for the Property; what the motivating factors are  
204 for any party buying, selling or leasing the Property; that SELLER or a Buyer will agree to financing  
205 terms other than those offered or any confidential information about the other party, unless disclosure  
206 of such information is required by law, statute, rules or regulations or failure to disclose such informa-  
207 tion would constitute fraud or dishonest dealing. (**A separate Transaction Broker Addendum must**  
208 **be signed by all parties when this arrangement is used.**)
- 209 • **Subagency.** A Subagent is the agent of an agent. A Subagent owes the same obligations and  
210 responsibilities as the agent.
- 211 • **Disclosed Dual Agency. (Missouri only).** BROKER may have Buyer clients who have retained  
212 BROKER to represent them in connection with the acquisition of property. If a Buyer represented by  
213 BROKER becomes interested in making an offer on the Property, BROKER is in the position of

214 representing both SELLER and the Buyer in that transaction. This representation, known as dual  
215 agency, can create inherent conflicts of interest. The same is true if the listing agent is also the selling  
216 agent. A Dual Agent shall be a limited agent for both SELLER and a Buyer and shall have the duties of  
217 SELLER'S or a Buyer's agent except that a Dual Agent may disclose any information to one client that  
218 the licensee gains from the other client if the information: (1) is material to the transaction unless it is  
219 confidential information that has not been made public or, (2) becomes public by the words or conduct  
220 of the client to whom the information pertains or, (3) is obtained from a source other than the licensee.  
221 A Dual Agent may not disclose, without the consent of the client to whom the information pertains: that  
222 a Buyer is willing to pay more than the Purchase Price offered for the Property; that SELLER is willing  
223 to accept less than the asking price for the Property; what the motivating factors are for any client,  
224 buying or selling the Property or that a client will agree to financing terms other than those offered  
225 and/or the terms of any prior offers or counter offers made by any party. A Dual Agent shall not  
226 disclose to one client any confidential information about the other client unless the disclosure is  
227 required by statute, rule or regulation or failure to disclose the information would constitute a  
228 misrepresentation or unless disclosure is necessary to defend the affiliate licensee against an action of  
229 wrongful conduct in any administrative or judicial proceeding or before a professional committee. **(A  
230 separate Disclosed Dual Agency Amendment must be signed by SELLER and the Buyer when  
231 this form of agency is used.)**

232 • **Designated Agency.** A Designated Agent is a licensee affiliated with BROKER who has been  
233 designated by BROKER, or BROKER'S authorized representative, to act as the agent of a Buyer  
234 represented by BROKER or a SELLER represented by BROKER to the exclusion of all other affiliated  
235 licensees of BROKER. The use of a Designated Agent is an alternative to a Disclosed Dual Agency in  
236 Missouri or a Transaction Broker in Kansas or Missouri. A Designated SELLER'S Agent will perform all  
237 of the duties of a SELLER'S Agent.

238 **If a Designated Agent is appointed to represent SELLER, SELLER understands and agrees**  
239 **that:**

- 240 (1) The Designated Agent will perform all of the duties of a SELLER'S Agent and will be  
241 SELLER'S legal agent to the exclusion of all other licensees affiliated with BROKER.
- 242 (2) Another licensee with the BROKER may act as a Designated Agent for a Buyer in the sale  
243 of the Property.
- 244 (3) The supervising broker (or branch broker, if applicable) will act as a Transaction Broker and  
245 will not advocate for the interests of either party and will not, without prior consent of both  
246 parties, disclose any information or personal confidences about a party which might place the  
247 other party at an advantage. The supervising broker (or branch broker, if applicable) may  
248 appoint an affiliated licensee to act in the transaction as a Transaction Broker.
- 249 (4) If the Designated Agent for SELLER is also the Designated Agent of a Buyer who is  
250 interested in purchasing the Property, the Designated Agent cannot represent both SELLER  
251 and Buyer. With the informed consent of both SELLER and Buyer, the Designated Agent may  
252 act as a Transaction Broker and assist the parties with the real estate transaction without being  
253 an agent or advocate for the interests of either party.
- 254 (5) If a Buyer who is represented by a Designated Agent of BROKER wants to see a property  
255 which was personally listed by the supervising broker, then the supervising broker, with the  
256 written consent of SELLER, may specifically designate an affiliated licensee who will act as the  
257 Designated Agent for SELLER.

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

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

- 263  Yes  No SELLER consents to Seller Agency.
- 264  Yes  No SELLER consents to a Transaction Broker and agrees, if applicable, to sign a  
265 Transaction Broker Addendum.
- 266  Yes  No SELLER consents to Subagency.

267

- 268  Yes  No SELLER consents to Dual Agency and agrees, if applicable, to sign a Disclosed Dual  
269 Agency Amendment. **(Missouri only)**  
270  Yes  No SELLER consents to Designated Agency. **(In Kansas, Supervising Broker acts as a**  
271 **Transaction Broker)**  
272  Yes  No SELLER consents to the appointment of a Designated Agent for a Buyer in sale of the  
273 SELLER'S Property. **(In Kansas, Supervising Broker acts as a Transaction Broker)**  
274

275 **9. TITLE INSURANCE.** SELLER has been informed of SELLER'S responsibility to provide the Buyers of  
276 the Property with evidence of clear title as required by the sales Contract. SELLER authorizes BROKER to  
277 order title evidence through \_\_\_\_\_. Title to the Property is vested in the  
278 name(s) of: \_\_\_\_\_  
279 \_\_\_\_\_  
280 \_\_\_\_\_

281  
282 **10. COMPENSATION.**

283 (a) SELLER agrees to pay BROKER a commission which shall be: \_\_\_\_\_.  
284 The Commission shall be due and payable if BROKER or anyone else produces or finds a purchaser  
285 ready, willing, and able to purchase the Property at the price and terms offered now or at the price and  
286 terms acceptable to SELLER at a later date. The Commission shall be split \_\_\_\_\_% listing side and  
287 \_\_\_\_\_% selling side.

288 Other Compensation: \_\_\_\_\_.

289 **SELLER authorizes the party handling the Closing to pay Commission to BROKER from**  
290 **SELLER'S proceeds at the Closing. SELLER understands and agrees that BROKER may be**  
291 **compensated by more than one party in the transaction.**

292 (b) If compensation to selling BROKER differs from what is stated in this Contract for any reason, such  
293 must be disclosed in writing to SELLER by BROKER. BROKER'S offer of compensation is only  
294 applicable to brokers who are participants in Heartland Multiple Listing System, unless otherwise agreed  
295 upon in writing.

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

307  
308 **11. LIMITED HOME WARRANTY.** It is suggested that SELLER consider the purchase of a home  
309 protection plan for the Property which may increase the Property's marketability and reduce SELLER'S  
310 risk. The program was explained to SELLER and SELLER (**Check one**)  agrees  does not agree to  
311 participate in the program. If SELLER agrees to participate in this program, a separate application defining  
312 the coverage of the program may be signed at the time this listing is executed and Licensee may receive a  
313 fee from the warranty company to cover processing and administration of the plan.

314  
315 **12. NOTICE TO SELLERS WHO ARE FOREIGN PERSONS.** A SELLER who is a foreign person should  
316 consult an attorney or accountant familiar with the Foreign Investment in Real Property Tax Act (FIRPTA)  
317 before entering into negotiations or contracts for the sale of property.  
318

319 13. ADDITIONAL TERMS AND CONDITIONS: \_\_\_\_\_  
320 \_\_\_\_\_  
321 \_\_\_\_\_  
322 \_\_\_\_\_  
323 \_\_\_\_\_

324 **CAREFULLY READ THE TERMS HEREOF BEFORE SIGNING. WHEN SIGNED BY ALL PARTIES,**  
325 **THIS DOCUMENT BECOMES PART OF A LEGALLY BINDING CONTRACT.**  
326 **IF NOT UNDERSTOOD, CONSULT AN ATTORNEY BEFORE SIGNING.**  
327

328  
329 **All parties agree that this transaction can be conducted by electronic means, including email,**  
330 **according to the Uniform Electronic Transaction Act as adopted in Kansas and Missouri.**  
331

332  
333 **BROKERAGE** \_\_\_\_\_ **SELLER** \_\_\_\_\_ **DATE** \_\_\_\_\_  
334  
335 **LICENSEE ASSISTING SELLER** \_\_\_\_\_ **DATE** \_\_\_\_\_ **SELLER** \_\_\_\_\_ **DATE** \_\_\_\_\_  
336  
337 \_\_\_\_\_  
338 SELLER ADDRESS  
339 \_\_\_\_\_  
340 SELLER CITY, STATE, ZIP  
341 \_\_\_\_\_  
342 SELLER PHONE # \_\_\_\_\_ SELLER FAX # \_\_\_\_\_  
343 \_\_\_\_\_  
344 SELLER EMAIL  
345 \_\_\_\_\_

345 **Appointment of Designated Agent(s):** BROKER or BROKER'S authorized representative hereby designates:  
346 \_\_\_\_\_  
347 \_\_\_\_\_  
348 to act as a **Designated Agent(s)** on SELLER'S behalf. SELLER consents to the above named **Designated**  
349 **Agent(s)** acting as SELLER'S Designated Agent (or as a Transaction Broker, or Disclosed Dual Agent in Missouri if  
350 such Designated Agent is also the Designated Agent for the buyer), subject to both SELLER and Buyer signing a  
351 Transaction Broker Addendum or Disclosed Dual Agency Amendment (**Missouri only**) with BROKER, which shall  
352 be signed by the Buyer prior to writing the offer and by SELLER prior to signing the Contract.  
353  
354 \_\_\_\_\_  
355 BROKER'S Signature (required in Missouri)  
356  
357

Approved by Legal Counsel of the Kansas City Regional Association of REALTORS® for exclusive use by its REALTOR® members. No warranty is made or implied as to the legal validity or adequacy of this Contract, or that it complies in every respect with the law or that its use is appropriate for all situations. Local law, customs and practices, and differing circumstances in each transaction may dictate that amendments to this Contract be made. Copyright January 2012. Last revised 10/11 All previous versions of this document may no longer be valid.