

SELLER'S TRANSACTION BROKER LISTING CONTRACT (Optional Form) (AGRICULTURAL)

1. In consideration of the acceptance by the undersigned, EDDIE RAYE BURKE & PATRICIA LOU BURKE, a licensed Missouri real estate broker ("Broker"), of the terms and conditions of this contract and Broker's promise to attempt to effect a sale of the property described below:
- 172.2 +/- ACRES LOCATED @ BURKE RIDGE ROAD Legal description Sec: 11 Block/Twp: 27 Lot/Rng: 1 W Pt Ne4; Pt Se4; Pt Sw4 All Lying S Co 123 Tax Parcel id 05-1.2-11.00-000-000-001.00 (51211000000000100)
- as Owner(s) ("Owner") hereby employs Broker for the purpose of finding buyers on the following basis: [Check ONE]
- A. EXCLUSIVE RIGHT-TO-SELL:** Owner grants Broker the exclusive and irrevocable right to sell, exchange, option, rent or auction the Property,
- B. EXCLUSIVE TRANSACTION BROKER:** Owner grants Broker the exclusive and irrevocable right to sell, exchange, option, rent or auction the Property, but reserving unto Owner the right to sell the property, but Owner will not list the Property with other brokers.
- C. OPEN LISTING:** Owner grants Broker the right to sell, exchange, option, rent or auction the Property, but reserving unto Owner the right to sell the property or to list it with other brokers.
- beginning on FEBRUARY 19, 2024 and expiring at midnight on FEBRUARY 19, 2025, for a listing price of \$1,495,000.00, or such other price and terms as are acceptable to the Owner, to be paid as follows: in cash at closing Other (describe): _____
2. **COMPENSATION TO BROKER:** Owner agrees to compensate Broker as follows:
- A. Sale:** If Broker produces a ready, willing and able buyer in accordance with this contract, or if a (check all that apply) sale, exchange, option or auction of the Property is made by Owner or through any agent or other transaction broker of owner, or otherwise, subject to any reservation in Paragraph 1 above, during the term of this listing, for services rendered, Owner agrees to pay Broker a commission of 6% (insert percent of sales price or fixed dollar amount). The same amount of commission shall be payable to Broker if, without the consent of Broker, the Property is withdrawn from this listing, otherwise withdrawn from sale, or transferred or conveyed by Owner, except in accordance with any reservation contained in Paragraph 1 above.
- B. Nonrefundable Compensation:** Upon signing of this Contract, For and in consideration of Broker's efforts hereunder, Owner shall pay Broker a **nonrefundable advance** fee of \$0.00, to be paid in cash or check, which amount shall be deducted from any other compensation which may be due Broker hereunder. Broker earns such fee when paid and it is nonrefundable. Owner acknowledges and understands that Broker's right to said fee is not contingent upon the consummation or termination of this Contract. Broker hereby acknowledges receipt of such fee and Owner understands that it shall be deposited into Broker's general business account and not into any escrow or trust account.
- C. Rental During Listing Period:** Owner agrees not to rent the Property during the term of this Contract without Broker's prior knowledge and consent, subject to any reservations contained in Paragraph 1 above, and if the Property is rented, Owner agrees to pay Broker a rental commission of 0 (insert percent of rental rate or fixed dollar amount). If during the term of such rental or within 0 days after its termination, the tenant, or any of such tenant's heirs, executors or assigns shall buy the Property from Owner, the commission described in Paragraph 2A above shall be deemed as earned by and payable to Broker.
- D. Protection Clause:** If within 180 days after the expiration of this Contract, a sale, exchange or option is made by Owner to any person to whom the Property has been shown by Broker or any agent of Broker, or with whom Broker or any agent of Broker has negotiated concerning the sale of the Property, the same commission shall be payable unless this Contract has been renewed or the Property has been re-listed on an exclusive basis with another real estate broker.
- E. Closing in Escrow:** In the event that closing is conducted in an escrow, owner will instruct the escrow company to pay all such commission to Broker as a condition to closing and irrevocably assigns owner's proceeds to Broker at close of escrow to the extent necessary therefore. If completion of the sale is prevented by a default of Owner, or with the consent of Owner, the entire commission shall be paid directly by Owner. If earnest money is surrendered by the buyer to Owner for any other reason, Owner shall pay first all expenses incurred by Owner and by Owner's agents, or by Broker, and a commission equal to one-half of the amount of such earnest money remaining, provided such payment shall not exceed the full amount of the commission set forth above. Nothing in this paragraph shall be construed as limiting applicable provisions of law relating to when commissions are earned or payable.
3. **THE PROPERTY:** For purposes of this agreement, "Property" means the land, improvements, personal property and crops described below.
- A. THE LAND:** That certain land situated in CARTER County, Missouri described as follows:
HOME & LAND
Ne4; Pt Se4; Pt Sw4 All Lying S Co 123 Tax Parcel id 05-1.2-11.00-000-000-001.00 (51211000000000100)

(insert legal description) or as described in EXHIBIT "A" attached hereto and made a part hereof, commonly known as:

(insert street address including the city), together with all rights, privileges and appurtenances thereunto belonging including, but not limited to, water rights, mineral rights, claims, permits, strips and gores, rights, rights of way, easements, covenants, conditions and restrictions not otherwise specifically excluded herein.

B. IMPROVEMENTS:

- (1) **FARM AND RANCH IMPROVEMENTS:** The following permanently installed and built-in items, if any: windmills, tanks, barns, pens, fences, gates, sheds, outbuildings and corrals.
- (2) **RESIDENTIAL IMPROVEMENTS:** The house, garage and all other fixtures and improvements attached to the above-described Property, including without limitation, the following permanently installed and built-in items, if any: all equipment and appliances, valances, screens, shutters, awnings, wall-to-wall carpeting, mirrors, ceiling fans, attic fans, mail boxes, television antennas and satellite dish system and equipment, mounts and brackets for televisions and speakers, heating and air-conditioning units and systems, security and fire detection equipment, wiring, plumbing and lighting fixtures, chandeliers, water softener system, built-in appliances, garage door openers, cleaning equipment, shrubbery, landscaping, outdoor cooking equipment and all other property owned by Owner and attached to the above described Property.

C. PERSONAL PROPERTY:

- (1) **FARM AND RANCH PERSONAL PROPERTY:** The following described related personal property (check appropriate boxes for personal property to be conveyed to buyer): portable buildings; hunting blinds; game feeders; live-stock feeders and troughs; irrigation equipment; fuel tanks; submersible pumps; pressure tanks; corrals; gates; chutes; other (describe): _____
- (2) **RESIDENTIAL PERSONAL PROPERTY:** The following described related personal property, if any: window air conditioning units; stove; fireplace screens; curtains and rods; blinds, window shades; draperies and rods, door keys, mailbox keys, above ground pool, swimming pool equipment and maintenance accessories, artificial fireplace logs and controls for: (i) satellite dish systems, (ii) garages, (iii) entry gates and (iv) other improvements and accessories.

D. CROPS: Any and all annual and perennial crops growing on the Property at the time of a sale of the property are included in the list price above and Owner shall have the right to harvest and sell any and all growing crops until delivery of possession of the Property to the Buyer.

E. EXCLUSIONS: The following improvements, personal property and/or crops will be retained by Owner and will be removed prior to delivery of possession to a purchaser of the Property:

F. RESERVATIONS: Excluded from the Property are any previously reserved oil, gas, water or mineral rights and Owner shall reserve at closing the following water, timber or other interests:

- 4. COOPERATION WITH OTHER BROKERS:** Owner authorizes Broker to cooperate with other brokers and to divide with other brokers all such compensation in any manner acceptable to Broker, including but not limited to buyers' agents and transaction brokers. Owner authorizes Broker to negotiate for a commission to be paid by the buyer or buyer's broker. If such commission to be paid by the buyer or buyer's broker is equal to or greater than the compensation required herein, the payment by the buyer or buyer's broker of such commission will satisfy Owner's obligation to pay compensation hereunder. If such commission to be paid by the buyer or buyer's broker is insufficient to complete the compensation obligation of Owner hereunder, Owner agrees to pay the balance at closing any balance due hereunder shall be waived. Broker will make full disclosure to Owner and will obtain Owner's consent to collect such commission to be paid by the buyer or buyer's broker. Failure by Broker to collect part or all of the compensation from the buyer or buyer's broker shall not relieve Owner of Owner's obligation to pay Broker the compensation provided for herein.
- 5. ACCESS AND LOCKBOX:** Owner authorizes Broker to install and use a lockbox containing a key to the property YES NO. Owner acknowledges and understands that a lockbox and any other keys left with or available to Broker will permit access to the Property by Broker, Broker's agents, buyer's agents and transaction brokers, together with potential buyers, even when owner is absent, that neither any professional association of which Broker is a member, any listing service employed by Broker, nor any broker is insuring Owner against theft, loss or vandalism resulting from such access; that Owner is responsible for obtaining appropriate insurance; and that Owner will obtain and provide to Broker written permission from the occupant of the Property if it is a person other than Owner.
- 6. ADVERTISING AND SIGNS:** Broker is authorized to place Broker's "for sale" and "sold" signs, as appropriate, on the Property, and to advertise the Property for sale in any and all publications, radio and television advertisements Broker deems appropriate and necessary, including advertising on the Internet. This listing information may be provided to MLS/ VARIOUS WEBSITES Listing Service, to be published and disseminated to its members. Broker is authorized to report the sale, exchange, option or rental of the Property and its price, terms and financing to such listing service and/or appraisers for use by its members, authorized users and the public.
- 7. HOME PROTECTION PLAN:** Owner acknowledges that home protection plans are available from third parties not in any way affiliated with Broker and that such plans may provide additional protection and benefits to Owner and any purchaser of the Property. Owner agrees to provide at Owner's expense promptly after signing of this agreement, will consider providing at

closing, at Owner's expense, will not provide a home protection plan. Owner understands that Broker receives no compensation from the party furnishing such plans.

8. **PHOTOGRAPHS AND VIDEOTAPES:** Owner authorizes Broker to take and use photographs and/or videotapes of the interior and exterior of the Property and improvements located thereon and to use such photographs and videotapes in connection with Broker's advertising as authorized in Paragraph 6 above. YES NO
9. **ADDITIONAL TERMS:**
10. **TITLE:** Owner agrees to furnish marketable title by warranty deed and a complete abstract, title commitment or owner's policy of title insurance in the full amount of the purchase price.
11. **PAYMENT OF LIENS:** Owner shall pay in full all state, county and municipal taxes and assessments, general and special, which are a lien on the property, except taxes for the current calendar year which shall be prorated as of the date of delivery of the deed. If the amount of taxes cannot be determined, proration shall be computed on the amount of taxes for the preceding calendar year.
12. **COOPERATION BY OWNER:** Owner agrees to make available to Broker and prospective buyers all data, records and documents pertaining to the Property, to allow Broker and any other broker to show the Property at reasonable times and upon reasonable notice and to commit no act which might tend to obstruct Broker's performance hereunder. Subject to any reservations contained in Paragraph 1 above, Owner shall not deal directly with any prospective buyer of the Property during the term of this Contract without the knowledge and consent of Broker and shall refer all prospective buyers to Broker during the term hereof. Owner agrees to cooperate with Broker on any offers to purchase the Property. Owner also authorizes Broker to permit a broker who is a buyer's agent or transaction broker to show the Property at such times and on such terms as are acceptable to Owner or Broker.
13. **WARRANTIES BY OWNER:** Owner represents and warrants as follows:
- Owner is the Owner of record of the Property and has full authority to execute this Contract.
 - All information concerning the Property in this Contract, including any attachments, addenda, riders or amendments relating to the Property, or otherwise provided by Owner to Broker or any purchaser or prospective purchaser of the Property is, or will be at the time made, and shall be at the closing, true, correct and complete. Owner agrees to notify Broker promptly if there is any material change in such information during the term of this Contract.
 - Except as otherwise provided in this Contract, Owner warrants that Owner shall maintain and repair the Property so that, at the earlier of possession or the close of escrow, the property shall be at least in substantially the same condition as on the effective date of this Contract; the roof will be water-tight; all heating, cooling, plumbing and electrical systems and built-in appliances will be in working condition; and if the Property has a swimming pool and/or spa, the motors, filter systems (and heaters, if so equipped) will be in working condition. Owner warrants that prior to the close of escrow, payment in full will have been made for all labor, materials, machinery, fixtures or tools furnished within 180 days immediately preceding the close of escrow in connection with the construction, alteration or repair of any structure on or improvement to the Property. Prior to the close of escrow, Owner shall grant the purchaser or purchaser's representatives reasonable access to enter and inspect the Property.
 - Except as disclosed otherwise herein or in any Seller's Property Condition Disclosure Statement provided by Owner in connection herewith, Owner has no knowledge of (1) any flooding of the Property which has had a material adverse effect on the use of the Property; (2) any pending or threatened litigation, condemnation or special assessment affecting the Property; (3) any environmental hazards or conditions materially affecting the Property; (4) any dumpsite, landfill or underground tanks or containers now or previously located on the Property; (5) any wetlands, as defined by federal or state law or regulations, affecting the Property; or (6) any threatened or endangered species or their habitat affecting the Property.
 - The information in this Contract, if any, pertaining to a public sewer system, septic tank or other sanitation system is correct.
 - Owner will disclose to any potential purchaser all facts known to Owner concerning adverse conditions or latent defects in, to or affecting the Property.
 - Lead-Based Paint Disclosure (Check ONE):** The Property was built prior to 1978 and in accordance with 42 U.S.C. 4852d the required Lead-Based Paint Disclosure is attached hereto and incorporated herein by this reference. Broker is authorized to make copies of this Lead-Based Paint Disclosure available to all prospective purchasers. The Property was built in 1978 or later OR the Property is NOT residential property and is exempt from disclosure.
 - The Property is offered for sale without regard to the race, color, religion, national origin, sex, familial status or handicap of any prospective purchaser.
 - Government Programs:** The Property is subject to the following government programs: _____
NONE
 See EXHIBIT "B" attached hereto and made a part hereof for a list of government programs to which the Property is subject. Owner shall provide Broker and authorizes Broker to provide any prospective buyer with copies of all governmental program agreements to which the Property is subject.

- J. **Indemnification:** Owner agrees to defend, indemnify and hold harmless Broker and Broker's agents, employees and independent contractors from and against any and all claims, demands, suits, damages, losses or expenses (including attorney fees) arising out of any misrepresentation, nondisclosure or concealment by Owner in connection with the sale, exchange or rental of the Property including, but not limited to, inaccuracy of information provided by Owner for the preparation of property data, Seller's Property Condition Disclosure Statement or otherwise in connection with the sale, exchange or rental of the Property.

14. **DUTIES AND RESPONSIBILITIES OF A TRANSACTION BROKER:** In accordance with this contract, Broker will be acting in the capacity of a Transaction Broker. Owner acknowledges that from time to time, a prospective buyer may hire Broker to serve in the capacity of the buyer's agent or transaction broker. In such circumstances, Owner agrees that Broker may show the property to the prospective buyer, serving as a transaction broker without an agency or fiduciary relationship to either Owner or the buyer, therefore, being neutral serving neither as an advocate or adviser for either party.

As a Transaction Broker, Broker shall have the following duties and obligations: (a) to perform the terms of any written or oral agreement made with any party to the transaction; (b) to exercise reasonable skill, care and diligence as a transaction broker, including but not limited to: (i) presenting all offers and counteroffers in a timely manner regardless of whether the property is subject to a contract for sale or lease or a letter of intent unless otherwise provided herein; (ii) informing the parties regarding the transaction and suggesting that such parties obtain expert advice as to material matters about which Broker knows, but the specifics of which are beyond the expertise of Broker; (iii) accounting in a timely manner for all money and property received; (iv) disclosing to each party to the transaction any adverse material facts of which Broker has actual notice or knowledge; and (v) assisting the parties in complying with the terms and conditions of any contract. **Owner shall not be liable for any acts of Broker.**

Broker may do the following without breaching any obligation or responsibility: (a) show alternative properties not owned by Owner to a prospective buyer or tenant; (b) list competing properties for sale or lease; (c) show properties in which the buyer or tenant is interested to other prospective buyers or tenants; and (d) serve as a single agent, subagent or designated agent or broker, limited agent, disclosed dual agent for the same or for different parties in other real estate transactions.

The following information shall not be disclosed by Broker without the informed consent of the party or parties disclosing such information to Broker: (a) That a buyer is willing to pay more than the purchase price or lease rate offered for the property; (b) that Owner is willing to accept less than the asking price or lease rate for the property; (c) what the motivating factors are for Owner or any party buying the property; (d) that Owner or a buyer will agree to financing terms other than those offered; and (e) any confidential information about Owner or any buyer unless disclosure of such information is required by law or failure to disclose such information would constitute fraud or dishonest dealing.

Broker has no duty to conduct an independent inspection of or discover any defects in the property. Broker has no duty to conduct an independent investigation of the buyer's financial condition.

Broker must disclose to each party to the transaction any adverse material facts of which Broker has actual notice or knowledge. An adverse material fact is a fact related to the physical condition of the property not reasonably ascertainable or known to a party that negatively affects the value of the property. Broker, Owner and any buyer are considered to possess **only actual knowledge and information. There is no imputation of knowledge or information by operation of law** between any party and Broker or between any party and any affiliated licensee of Broker or any other persons affiliated with or employed by Broker.

15. **CONSIDERATION:** Owner acknowledges that the efforts of Broker to procure a buyer through advertising, co-brokers or otherwise, shall constitute good and sufficient consideration for this Contract.
16. **EARNEST MONEY DEPOSITS:** Owner authorizes Broker to accept earnest money deposits to be applied to the sale price and to place such earnest money deposits into an escrow account until the closing of the sale, which account may may not bear interest.
17. **AUTHORIZATION TO DISCLOSE:** Owner hereby authorizes Broker and affiliated licensees and subagents of Broker to disclose to potential buyers (check appropriate box):
 the following motivating factor in selling the Property: REINVESTMENT
 the existence of pending offers from any potential buyers
 the amount of pending offers from any potential buyers
 the terms of pending offers from any potential buyers.

18. **MINIMUM BROKERAGE SERVICES TO BE PROVIDED:** Broker hereby agrees to provide Owner, through Broker and/or Broker's affiliated licensees (if any), at a minimum, the following services:
- Accepting delivery of and presenting to Owner and/or any prospective buyer offers and counteroffers to buy, sell, or lease the Property;
 - Assisting Owner or any prospective buyer in developing, communicating, negotiating, and presenting offers, counteroffers, and notices that relate to the offers and the counteroffers until a lease or purchase agreement is signed and all contingencies are satisfied or waived; and
 - Answering Owner's or any prospective buyer's questions relating to the offers, counteroffers, notices, and contingencies.

19. **GENERAL PROVISIONS:** This Contract, any attached exhibits and any addenda or supplements signed by the parties, shall constitute the entire agreement between Owner and Broker and supersede any other written or oral agreements between Owner and Broker. This Contract can be modified only by written agreement signed by Owner and Broker.

Listing Reference:

In the event that any term, provision, covenant or agreement contained in this Contract is held by a court of competent jurisdiction to be void, invalid or unenforceable, the rest of this Contract shall in no way be impaired or invalidated and shall remain in full force and effect.

In any action or proceeding to enforce any provision of this Contract, or for damages sustained by reason of the breach, the prevailing party shall be entitled to all attorney's fees, actually incurred, and to all other related expenses, such as expert witness fees, fees paid to investigators and court costs. Additionally, if any Broker hires an attorney to enforce the collection of any commission payable pursuant to this Contract and is successful in collecting some or all of such commission without commencing an action or proceeding, Owner agrees to pay such Broker's actual attorney's fees and costs.

This Contract is executed and intended to be performed in accordance with the laws of the state of Missouri and the laws of that state shall govern its interpretation and effect.

The language of this Contract shall be construed according to its fair meaning and not strictly for or against either party. Captions are for convenience of reference only and are in no way intended to construe the meaning of any term, provision or agreement contained in this Contract. All singular and plural words shall be interpreted to refer to the number consistent with circumstances and context.

20. **ELECTRONIC SIGNATURES/INSTRUMENTS:** In accordance with the Missouri Uniform Electronic Transactions Act, the signing, sending, providing, delivering, transmitting or execution of all or part of this Agreement by electronic means, including but not limited to by facsimile machine, digital signature, scanned image, email or text message, shall have the same force and effect as a hand-delivered original signature and document. Should Owner or Broker request it, the other party will confirm electronic signatures by signing an original instrument. **Owner and Broker hereby acknowledge and agree that modifications to this Agreement may be made by email sent to and from the email addresses provided below.** If no email address is provided for either party below, then all modifications to this Agreement must be made by signing an original instrument.

Broker Disclosure Form: Owner hereby acknowledges receipt of a copy of the Broker Disclosure Form prescribed by the Missouri Real Estate Commission prior to the signing of this contract or upon Broker's obtaining any personal or financial information from Owner, whichever occurred first.

Owner hereby acknowledges receipt of one copy of this Contract.

NOTICE: This is intended to be a legally binding contract. No representation is made as to the legal validity or adequacy of any provision or the tax consequences thereof. If you do not understand any portion of this contract, seek legal or tax advice from a competent professional.

LISTING CONTRACT ACCEPTED:

Broker: BIRDSONG AUCTION & REAL ESTATE GRP

By: 
Authorized Agent

Email: _____

Owner Company Name (if owner is a company) _____

Owner: 

Email: _____

Owner: _____

Email: _____

Address: _____

Phone: _____

ATTACHMENTS: The following attached forms, indicated by check mark, are incorporated into this contract by reference:

- EXHIBIT "A" (Legal Description)
- EXHIBIT "B" (Government Programs)
- Farm Property Data Form
- Seller's Property Condition Disclosure Form
- Lead-Based Paint Disclosure
- Other: _____