



Seller's Agency Listing Contract (Exclusive Right to Sell)

This document has legal consequences. If you do not understand it, consult your attorney.

1 Reciana Wood (whether one or more, "Owner")
2 hereby representing to be all of the owners of the following described Property, hereby appoints (Insert Brokerage Co. name)
3 Century 21 McKeown & Associates, Inc ("REALTOR®"), as
4 the sole and exclusive agent with exclusive right to sell, to find a buyer for the following property (the "Property"):

5 209 Washington Street Address
6 Maditon City MO 65263 Zip Code Monroe County

7 [ ] (check box if legal description attached. If no legal description is provided, then the legal description on Owner's vesting
8 deed(s) to govern, which may however be confirmed by a survey, if any, obtained pursuant to a sale contract for the Property
9 hereafter entered into by Owner) for the period beginning with the Effective Date and ending at 11:59 p.m. on
10 August 31, 2024 (together with any written extension thereof, the "Listing Period") at the sale price
11 of \$ and terms of cash, or for any other price or terms to which Owner shall consent, and under
12 the following special terms (if any): to be auctioned with reserve in cooperation with Iman Auction Co.

13 Owner acknowledges that the efforts and endeavors of REALTOR® to procure a buyer, by expenditure of time and money,
14 through advertising, co-brokers or otherwise, shall constitute good and sufficient consideration for this Listing Contract. Owner
15 will refer all inquiries and prospects Owner may receive during the Listing Period, from any source, to REALTOR® to avoid the
16 possibility of confusion over agency relationship and misunderstandings about liability for compensation.

17 BROKER COMPENSATION, COOPERATION AND SHARED COMPENSATION POLICY. Note: The amount or rate of
18 broker compensation (including shared compensation) is not set by law. Broker compensation includes real estate
19 commissions and all other fees paid to a broker. They are set by each broker individually and may be negotiable.

20 If a ready, willing and able buyer is procured by REALTOR®, its affiliated licensee(s), Owner, or any other broker or person
21 during the Listing Period, then Owner shall pay to REALTOR® 5 (indicate % of sales price, or
22 specific dollar amount) as compensation due REALTOR® for services rendered hereunder. Such compensation shall also be
23 paid if the Property is exchanged, optioned, sold, conveyed or otherwise transferred within 90 days after
24 expiration of the Listing Period (the "Protection Period") to anyone who was introduced to the Property by anyone during the
25 Listing Period; provided Owner has received notice in writing, including the name of the prospective buyers, before or upon
26 expiration of the Listing Period. It is understood and agreed that REALTOR®'s presentation of an offer during the Listing
27 Period shall constitute notice hereunder with respect to the prospects identified thereon. However, Owner shall not be
28 obligated to pay such compensation if a new valid exclusive listing contract is entered into during the Protection Period with
29 another licensed real estate broker, the exchange, option, sale, conveyance, or transfer of the Property is made during the
30 Protection Period, and Owner pays the new listing broker a commission on the closing of that transaction.

31 In addition, Owner agrees to pay REALTOR®, as additional compensation due REALTOR® for services rendered hereunder,
32 an amount equal to \$ (insert dollar amount, or "N/A" if not applicable). This portion of the
33 compensation shall be due and payable to REALTOR® (check whichever applies):
34 [ ] on the Effective Date of this Listing Contract, regardless of whether or not a ready, willing and able buyer is procured;
35 [ ] only if and on the same date that the other compensation above provided for is payable; or
36 [ ] not applicable.

37 REALTOR®'s company policy authorizes REALTOR® or REALTOR®'s representatives to cooperate with other brokers acting
38 pursuant to the following brokerage relationships, as defined by Section 339.710 RSMo. (Insert shared compensation
39 amounts [or "zero"] below to indicate that such cooperation is authorized by REALTOR®'s company policy. Insert "N/A" below
40 to indicate that such cooperation is not authorized, whether by company policy or otherwise. Note: Even if compensated by
41 REALTOR® or Owner, it is understood that cooperating brokers may represent the interests of buyers only).

42 If REALTOR®'s company policy authorizes any such cooperation, then the amount of compensation that will be offered/shared
43 by REALTOR® shall be as follows (indicate a specific dollar amount, or the percentage of sale price, that will be offered for
44 each applicable cooperating brokerage relationship. Also specify if REALTOR®'s company policy regarding shared
45 compensation differs as to brokers who are not participants in the Multiple Listing Service in which REALTOR® is a participant
46 ("MLS"); excludes particular brokers, whether or not participants in the MLS; or is otherwise limited):

47 \$ or n/a % of sale price to subagents of REALTOR®; (i.e., limited agents representing Owner);
48 \$ or 0 % of sale price to buyer's agents; (i.e., limited agents representing prospective buyers);
49 \$ or 0 % of sale price to transaction brokers; (i.e., neutral licensees representing neither party).

50 [ ] (check only if applicable) REALTOR®'s offer of compensation is not available to brokers other than MLS participants.
51 [ ] (check only if applicable) REALTOR®'s offer of compensation excludes the following specific brokers; or is otherwise
52 limited (explain):

53 DISCLOSURE AUTHORIZATIONS. Owner (check one)

54 Motivating Factors. [X] DOES [ ] DOES NOT permit REALTOR® to disclose the following motivating factors for Owner in
55 selling the Property: No longer needs property

56 Offers. [X] DOES [ ] DOES NOT permit REALTOR® to disclose the existence of offers on the Property.

57 Terms. [X] DOES [ ] DOES NOT permit REALTOR® to disclose the terms of offers on the Property; provided, however, that
58 REALTOR® is permitted to disclose such terms as may be required by the MLS, applicable brokerage law or the National
59 Association of REALTORS® Code of Ethics and Standards of Practice (e.g., that the Property is "under contract").

60 Love Letters. [ ] DOES [X] DOES NOT permit REALTOR® to accept or provide to Owner any "Love Letter" that is submitted
61 along with or as part of any offer to purchase the Property or otherwise. (Please see General Condition 13 and DSC-1010).

62 **CURRENT EXCLUSIVE REPRESENTATION AGREEMENT.** Owner (*check one*)  IS  IS NOT a party to any other  
63 exclusive representation agreement with respect to the sale of the Property. If Owner is a party to such an exclusive  
64 representation agreement, such agreement ends (*date*) \_\_\_\_\_.

## 65 GENERAL CONDITIONS

### 66 1. Owner Disclosures.

67 **A. Property Data and Disclosure Statement.** Owner acknowledges having read and approved the information  
68 contained in the Property Data Form (*if any*) regarding the Property, and that REALTOR® is authorized to rely upon said  
69 information in advertising and promoting the Property. Owner (*check one*)  DOES  DOES NOT agree to complete and  
70 deliver to REALTOR® a Disclosure Statement form. Owner authorizes REALTOR® to provide to prospects, inspectors,  
71 appraisers and prospective lenders and insurance companies, any such Disclosure Statement and information contained in  
72 any such Property Data Form. Owner represents that all information in the Disclosure Statement and Property Data Form (*if*  
73 *any*) is (or when delivered will be) true and accurate to the best knowledge of Owner, and that Owner will fully and promptly  
74 disclose in writing to REALTOR® any new information pertaining to the Property that is discovered by or made known to  
75 Owner at any time prior to closing or settlement and constitutes an adverse material fact or would make any existing  
76 information in the Disclosure Statement or Data Form false or materially misleading, and to sign such revised form(s) as may  
77 be necessary. Owner further agrees to promptly furnish REALTOR® with all inspection reports (*if any*) regarding the Property,  
78 and authorizes REALTOR® to disclose and provide such reports to prospects.

79 **B. Notice of Intended Sale.** Owner acknowledges that under § 429 RSMo., if Owner has contracted with anyone  
80 for the provision of work, labor or materials for the property, owner may be required to post and record a "notice of intended  
81 sale" at least 45 days before the earliest date on which the owner intends to close, in order to assure that the owner can  
82 deliver clear title at closing. If work, labor or materials have been provided, owner should seek advice to comply with this law.

### 83 C. Lead-Based Paint Disclosure. (*Check (1) or (2)*)

84  (1) Owner represents that the sale or lease of the above Property is exempt from the disclosure obligations under 42  
85 U.S.C. 4852d because (a) the Property is not residential real Property or (b) the Property was constructed in 1978 or later, or  
86 (c) other (*Describe*) \_\_\_\_\_.

87  (2) The sale or lease of this Property is not exempt from the disclosure obligations under 42 U.S.C. 4852d.  
88 *See Lead-Based Paint Disclosure Form.*

89 **D. Representations.** Owner represents that, except as may be noted on a Disclosure Statement, Property  
90 Data Form or otherwise in writing: (1) Owner knows of no actual or proposed special subdivision, homeowner's association or  
91 condominium assessments; (2) Owner knows of no other adverse material facts which negatively affect the value of the  
92 Property; and (3) to the best of Owner's knowledge, all of the mechanical elements of the Property and the appliances being  
93 sold therewith are in proper working condition or will be restored as may be required pursuant to the terms of any sale or other  
94 contract entered into by Owner affecting the Property and governed by this Listing Contract. These representations shall not  
95 be construed to be a warranty of condition, but only of the knowledge and opinion of Owner. Owner agrees to fully inform and  
96 advise REALTOR® if there is a likelihood that Owner's net sale proceeds will be insufficient to pay off at closing, all loans  
97 secured by the Property plus any liens and closing costs. In such case, it may be necessary to attach MAR form MSC-1025  
98 (Short Sale Supplement to Listing Contract).

99 Owner represents that Owner (*check one*)  is  is not a "foreign person" as described in the Foreign Investment in Real  
100 Property Tax Act ("FIRPTA"), 26 U.S.C. §1445. A "foreign person" is a nonresident alien individual, foreign corporation that has  
101 not made an election to be treated as a domestic corporation, foreign partnership, trust or estate. It does not include a U.S.  
102 citizen or resident alien individual. If Owner is a foreign person as defined in FIRPTA, then (among other things) mandatory  
103 withholding of funds from the sale proceeds may be required, unless an exception applies or Owner provides written  
104 documentation from the IRS that withholding is not required prior to Closing. For more information on FIRPTA, see  
105 <https://www.irs.gov/individuals/international-taxpayers/firpta-withholding>. Due to the complexity and potential risks of FIRPTA,  
106 Owner should seek legal and tax advice regarding compliance, particularly if an exception is claimed to apply or to be relied upon.

107 **E. Indemnity.** Owner agrees to hold REALTOR®, all cooperating brokers and their respective affiliated licensees  
108 and employees harmless for any damages, actions, claims, demands, suits, losses or expenses (including reasonable  
109 attorney's fees) arising out of any misrepresentation, nondisclosure or concealment by Owner in connection with the sale or  
110 lease of the Property, including without limitation, the inaccuracy of information contained in any Property Data Form or  
111 Disclosure Statement or otherwise provided or omitted by Owner. Owner agrees to thoroughly review all listing information  
112 prepared by REALTOR® and advise REALTOR® immediately in writing of any errors or omissions. Owner agrees that Owner  
113 will personally assume all responsibility for any claims made by a buyer, tenant or other third party at any time with respect to  
114 any omissions or errors contained in any information provided to REALTOR®. REALTOR® shall not be responsible in any  
115 manner for any such errors or omissions.

116 **2. Title/Survey.** Owner shall furnish an abstract certified to date showing marketable title, a policy of title insurance, or  
117 evidence of insurability, and shall convey the Property if and when sold by a good and sufficient warranty deed as may be  
118 required pursuant to the terms of any sale or other contract affecting the Property and governed by this Listing Contract.  
119 Owner agrees to promptly furnish REALTOR® with a copy of any available survey report.

120 **3. Taxes and Assessments.** Owner shall pay in full all state, county and municipal taxes and assessments, general  
121 and special, which are a lien on the Property, except taxes for the calendar year in which the closing occurs, which shall be  
122 prorated as of the date of delivery of the deed. If the current amount of taxes cannot be then ascertained, proration may be  
123 computed on the amount of taxes for the preceding calendar year.

124 **4. Earnest Money/Liquidated Damages.** Owner authorizes REALTOR® to accept earnest money to be applied on the  
125 sale price and to place the earnest money in an escrow account until closing, or as otherwise directed in any contract  
126 accepted by Owner. Unless subsequently agreed to the contrary in a written agreement specifically mentioning and amending  
127 this General Condition 4, in the event of nonperformance by a buyer under a contract, through no fault of REALTOR®, any  
128 earnest money surrendered to Owner shall go first toward reimbursing expenses of Owner or REALTOR® incurred in

129 connection with such contract and the balance to be paid one-half (1/2) to Owner and one-half (1/2) to REALTOR® in lieu of  
130 further compensation; provided, however, REALTOR® shall in no event receive any more money in lieu of compensation than  
131 the total amount agreed to herein as compensation for brokerage services.

132 **5. MLS/Cooperation/Lock Boxes.** Owner authorizes REALTOR®: (A) to file part or all of the information set forth in  
133 this Listing Contract with the MLS for dissemination to other MLS participants in accordance with the rules of the MLS and any  
134 agreements between REALTOR® and individual participants, and to provide such participants, the Association/Boards of  
135 REALTORS®, their members, member prospects, appraisers and other professional users of real estate sales data, with  
136 information, including the sale price and Property address, both prior to and after the closing of any sale of the Property; (B) to  
137 cooperate with and offer compensation to other brokers acting pursuant to any brokerage relationship in accordance with  
138 REALTOR®'s company policy as set forth herein; and (C) to place a lock box on the Property, which allows REALTOR® and  
139 authorized cooperating brokers access to keys to the Property. Owner shall, without limitation, indemnify and hold harmless  
140 REALTOR®, the Association/Boards of REALTORS®, the participants, lock box manufacturer and lock box distributor/service  
141 center against and from any and all actions, suits, expenses, damages and liabilities, including attorney's fees, arising out of,  
142 connected with or resulting from the use of a lock box. Owner shall not, however, indemnify or hold lock box users harmless  
143 for claims arising out of the intentional or grossly negligent acts of the lock box users.

144 **6. Advertising.** Owner authorizes REALTOR® to take and use photographs and videotapes of the interior and exterior  
145 of the improvements located on the Property, to place a "For Sale" sign on the Property, to remove all other signs, and to  
146 otherwise advertise the Property in any manner deemed wise by REALTOR®, including but not limited to (unless specified  
147 otherwise) advertising on the Internet, virtual tours, web-sites, trade journals and any other medium, and communications via  
148 e-mail and facsimile.

149 **7. Inspections/Access.** Owner authorizes: (A) REALTOR®, cooperating brokers and their respective licensee(s) to  
150 show the Property to prospects; and (B) the foregoing, plus such prospects and their lenders, appraisers and inspectors, to  
151 make, or allow third parties to make, such inspections of the Property as are deemed necessary, including but not limited to  
152 taking photographs or videotapes of the interior and exterior of the improvements located on the Property; upon reasonable  
153 notice to Owner and at all reasonable times. Owner should remove any items of a personal nature that Owner does not want  
154 to be photographed, recorded or transmitted (e.g., family photos, paperwork and other personally identifiable information).  
155 Owner will arrange, at Owner's expense, to have all utilities turned on during any inspection and "walk-through" of the  
156 Property. If the Property is vacant as of or prior to the time scheduled for closing of a sale contract, then the buyer under  
157 contract shall have the right to have the utilities transferred to said buyer within n/a days (4 days if none stated) prior to  
158 said closing. The opinions resulting from such inspections may be disclosed to interested parties. Owner agrees to remove or  
159 secure and (if Owner so desires) insure all property and valuables (including but not limited to firearms, money, medicine and  
160 jewelry), to assume the risk for any vandalism, theft or damage of any kind, and to maintain the Property in good repair  
161 through the date of closing.

162 Owner also acknowledges that it is impossible for REALTOR® to screen and/or monitor all individuals who may access the  
163 Property (e.g. buyer prospects and agents, inspectors, appraisers, contractors and others) in order to complete a sale and  
164 closing. Accordingly, Owner assumes the risk of, and hereby releases and agrees to hold REALTOR®, its agents and  
165 employees harmless from and against, any and all claims and liability resulting from exposure to any airborne virus or other  
166 disease-causing organism or object (e.g., the flu or COVID-19) as a consequence of such access.

167 **8. Recordings Within the Property.** Owner understands recording, remote monitoring or transmitting audio or video of  
168 prospective purchasers or their representatives may result in a violation of State, Local and/or Federal laws. Owner hereby  
169 releases and indemnifies REALTOR®, its agents and employees, from any liability which may result from Owner's recording,  
170 monitoring or transmitting of audio or video on the Property, and from any other person photographing, recording or  
171 transmitting any audio, images or video of the Property.

172 **9. Warranty Program.** Owner acknowledges the availability of home warranty protection plans, and agrees to  
173 (check one):  offer a warranty plan;  not offer a warranty plan;  consider at a later date. If Owner agrees to offer a  
174 warranty plan, a separate application defining the coverage of the program will be signed and REALTOR® may receive a fee  
175 from the warranty company to cover processing and administration of the plan.

176 **10. Legal and Professional Advice.** REALTOR® suggests Owner seek legal, tax and other professional advice relative  
177 to any real estate transaction. REALTOR® makes no representation or warranty respecting the advisability of any transaction,  
178 and is not an expert in matters relating to law, tax, financing, surveying, structural or mechanical condition, hazardous  
179 materials, engineering or other specialized topics. Owner is encouraged to seek expert help in such areas. REALTOR® will  
180 cooperate with experts selected and engaged by Owner, but REALTOR® shall have no liability pertaining to such matters.

181 **11. Default/Remedies.** If Owner shall breach this Listing Contract or it becomes necessary for REALTOR® to retain an  
182 attorney to enforce any of the terms hereof, then without limiting any other right or remedy hereunder or otherwise available at  
183 law or in equity, REALTOR® shall be entitled to recover all costs and expenses of litigation incurred, including but not limited  
184 to court costs and reasonable attorney fees. The provisions of this Section shall survive the expiration or any earlier  
185 termination of this Listing Contract.

186 **12. Franchise Disclosure.** (REALTOR® to check box only if applicable).  
187  REALTOR® is a member of a franchise and pursuant to the terms of its franchise agreement, the franchisor has no legal  
188 liability for the actions of REALTOR®, despite its use of franchisor's trade name or insignia.

189 **13. Equal Opportunity.** The Property shall be offered for sale without regard to race, color, religion, sex,  
190 disability/handicap, familial status, national origin, sexual orientation, or gender identity, and in accordance with all local, state,  
191 and federal fair housing laws. REALTOR® will comply with Owner's instructions (as set forth on page 1 or subsequently in  
192 writing) with respect to any "Love Letter", picture or photograph that accompanies or is made to be part of any offer received  
193 with respect to the Property. REALTOR® advises that no "Love Letter" be presented to Owner, and that any "Love Letter" be  
194 returned to the offeror (potential buyer), even if it cannot be separated from the offer. A "Love Letter" is a personal letter  
195 written by buyers, often with photos attached, in the hopes that offer will "stand out". These letters can reveal information

196 about a buyer (such as the above protected classes) which should not be considered by Owner in choosing among competing  
197 offers. (See DSC-1010)

198 **14. Owner Consent to Brokerage Relationships:**

199 **A. Seller Limited Agency as Starting Point; Effect of In-House Sales.** Pursuant to this Listing Contract,  
200 REALTOR® will initially be acting in the capacity of Owner's limited agent, with the duties and obligations of a seller's limited  
201 agent under Missouri law as set forth following the parties' signatures below. However, Owner acknowledges that from time to  
202 time, a prospective buyer may engage REALTOR® to act in one of several possible capacities with respect to that buyer,  
203 depending on what brokerage relationships are permitted by REALTOR®'s company policy. The following subsections  
204 describe circumstances where Missouri law may permit or require a conversion of REALTOR®'s brokerage relationship with  
205 Owner to a different brokerage relationship. Complete each subsection. Disclosure of any conversion to a different brokerage  
206 relationship shall be made upon its occurrence as may be required by rule or regulation.

207 **The following is to be completed only if designated agency is permitted and authorized as of the Effective Date.**  
208 REALTOR® hereby appoints the following affiliated licensee(s) as designated agent(s) to represent Owner to the exclusion of  
209 all other affiliated licensees:

210 \_\_\_\_\_  
211 \_\_\_\_\_

212 By: \_\_\_\_\_ Date: \_\_\_\_\_

213 **Designated Broker (or office manager/supervising broker)**

214 **B. Conversion to Dual Agency Where REALTOR® Is Engaged by Buyer to Act as Buyer's Agent.** If a  
215 prospective buyer has engaged REALTOR® to act in the capacity of a buyer's agent, Missouri law permits REALTOR® to  
216 show the Property to and otherwise represent the buyer, as a dual agent representing both Owner and the buyer, with the  
217 written consent of all parties. In such case, REALTOR® may act as a dual agent with the duties and obligations of a dual  
218 agent under Missouri law as set forth following the parties' signatures below.

219 Does Owner consent to REALTOR® representing both Owner and a buyer as a dual agent? (Check one of the following):  
220  Yes  No  Not applicable because dual agency is not offered by REALTOR®'s company policy.

221 **C. Designated Agents for Owner and Buyer; Possible Conversion to Dual Agency or Transaction Brokerage.**  
222 Missouri law permits REALTOR® to appoint one or more licensees affiliated with REALTOR® as designated agent(s), to  
223 represent Owner as limited agent(s), to the exclusion of all other affiliated licensees.

224 Does Owner consent to REALTOR®'s appointment of designated agent(s)? (Check one of the following):  
225  Yes  No  Not applicable because designated agency is not offered by REALTOR®'s company policy.

226 An individual broker, designated broker or office manager/supervising broker affiliated with REALTOR® shall not be  
227 considered to be a dual agent or transaction broker solely because such broker has appointed one or more affiliated  
228 licensee(s) to represent Owner to the exclusion of all other affiliated licensees of REALTOR®; however, any licensee who  
229 personally represents both Owner and the buyer in the same transaction shall be a dual agent or a transaction broker.  
230 Further, if such broker supervises the licensees for both sides of a transaction, that broker will be a dual agent or a transaction  
231 broker upon learning confidential information about either party to a transaction or upon being consulted by any licensee  
232 involved in the transaction. Also, when the broker supervises the licensee representing or assisting one (1) side of the  
233 transaction and personally represents or assists the other side, that broker will be a dual agent or a transaction broker. Any  
234 such broker or licensee shall be required to comply with the provisions regarding dual agent or transaction brokers under  
235 Missouri law as set forth following the parties' signatures below.

236 **D. Conversion to Transaction Brokerage Where REALTOR® Is Engaged by Buyer to Act as Buyer's Agent or**  
237 **Transaction Broker.** If a prospective buyer has engaged REALTOR® to act in the capacity of buyer's agent or transaction  
238 broker, Missouri law permits REALTOR® to show the Property to and otherwise assist the buyer, as a transaction broker  
239 assisting both Owner and the buyer without an agency relationship to either of them, with the written consent of all parties. In  
240 such case, REALTOR® may act as a transaction broker with the duties and obligations of a transaction broker under Missouri  
241 law as set forth following the parties' signatures below. **Note:** If REALTOR® wishes to convert to transaction brokerage but  
242 Owner does not consent to such conversion, then REALTOR® may without liability withdraw from representing Owner. Such  
243 withdrawal shall not prejudice the ability of REALTOR® to continue to represent the other client in the transaction or limit  
244 REALTOR® from representing Owner in another transaction not involving transaction brokerage.

245 Does Owner consent to REALTOR® assisting both Owner and a buyer as a transaction broker? (Check one of the following):  
246  Yes  No  Not applicable because transaction brokerage is not offered by REALTOR®'s company policy.

247 **E. Designated Transaction Broker for Owner and Buyer.** Missouri law permits REALTOR® to appoint one or  
248 more licensees affiliated with REALTOR® as designated transaction broker(s), to assist Owner without an agency relationship,  
249 to the exclusion of all other affiliated licensees.

250 Does Owner consent to REALTOR®'s appointment of designated transaction broker(s)? (Check one of the following):  
251  Yes  No  Not applicable because designated transaction brokerage is not offered by REALTOR®'s company policy.

252 **15. Minimum Brokerage Services (§339.780.7 RSMo.).** Owner acknowledges having read the applicable "Duties and  
253 Obligations" on the following pages of this form, and that pursuant to Missouri law, REALTOR®, through its designated broker  
254 and/or through one or more affiliated licensees, shall provide, at a minimum, the following services:

- 255 1. Accept delivery of and present to Owner or customers offers and counteroffers to buy, sell, or lease Owner's  
256 Property;
- 257 2. Assist Owner or customers in developing, communicating, negotiating, and presenting offers, counteroffers, and  
258 notices that relate to the offers and the counteroffers until a lease or purchase agreement is signed and all  
259 contingencies are satisfied or waived; and

260 3. Answer Owner or customer questions relating to the offers, counteroffers, notices, and contingencies.

261 16. Licensee Personal Interest Disclosure. (complete only if applicable)

262 \_\_\_\_\_ (insert name of licensee)

263 is a real estate broker or salesperson, and is (check one or more, as applicable):

264  a party to this transaction;

265  a principal of and/or has a direct or indirect ownership interest in  Seller  Buyer, and/or

266  an immediate family member of  Seller  Buyer.

267 17. Special Agreements. Property being sold AS IS

268 50% of total commission shall be paid to Iman Auction Company at closing

269 \_\_\_\_\_  
270 \_\_\_\_\_  
271 \_\_\_\_\_  
272 \_\_\_\_\_  
273 \_\_\_\_\_  
274 \_\_\_\_\_  
275 \_\_\_\_\_  
276 \_\_\_\_\_

277 18. Signatures. This Listing Contract may be executed in multiple counterparts, each of which shall be deemed an  
278 original, but all of which shall constitute one and the same instrument. For purposes of executing this Listing Contract, a  
279 document signed and/or transmitted by any electronic form deemed valid in accordance with the Missouri Uniform Electronic  
280 Transactions Act, including but not limited to by facsimile machine, digital signature or a scanned image, such as a pdf via e-  
281 mail, is to be treated as an original signature and document. At the request of any party, the others will confirm facsimile or  
282 scanned image signatures by signing an original instrument.

283  (Check Box only if applicable) By checking this box, Owner and REALTOR® expressly acknowledge and agree that  
284 changes to this Listing Contract may be made by the persons identified below via email sent to and from their respective email  
285 addresses set forth below.

286 19. Effective Date. The "Effective Date" shall be the date of final acceptance hereof, as indicated by the date adjacent  
287 to the signature of the last party to sign this Listing Contract or (specify if otherwise) \_\_\_\_\_.

288 LISTING CONTRACT ACCEPTED

289 By signing below, Owner indicates that Owner has ACCEPTED this Listing Contract and acknowledges receipt of one (1) copy  
290 hereof. Owner also confirms receipt of a Missouri Real Estate Commission Broker Disclosure Form on or before signing this Listing  
291 Contract, or upon REALTOR®'s obtaining any personal or financial information, whichever occurred first.

292 \_\_\_\_\_ Owner: Richard S. Wood

293 Century 21 McKeown & Associates, Inc Print Name: \_\_\_\_\_

294 Insert Listing REALTOR®'s printed Firm Name Email Address: \_\_\_\_\_

295 By:  Date: 3-13-24

296 Name: Chuck McKeown Owner's Address: \_\_\_\_\_

297 Email Address: chuck@c21mckeown.com Owner: \_\_\_\_\_

298 Title: \_\_\_\_\_ Print Name: \_\_\_\_\_

299 Date: 3-13-24 Email Address: \_\_\_\_\_

300 Date: \_\_\_\_\_

301 Owner's Address: \_\_\_\_\_

302 (If applicable, insert additional name, title and email address  
303 of Broker and/or Agent authorized to make changes by email)

304 Name: \_\_\_\_\_ Owner: \_\_\_\_\_

305 Title: \_\_\_\_\_ Print Name: \_\_\_\_\_

306 Email Address: \_\_\_\_\_ Email Address: \_\_\_\_\_

307 Date: \_\_\_\_\_ Date: \_\_\_\_\_

Owner's Address: \_\_\_\_\_

## **SELLER'S (OR LANDLORD'S) AGENT'S DUTIES AND OBLIGATIONS (§ 339.730, RSMo.)**

1. A licensee representing a seller or landlord as a seller's agent or a landlord's agent shall be a limited agent with the following duties and obligations:

(A) To perform the terms of the written agreement made with the client;

(B) To exercise reasonable skill and care for the client;

(C) To promote the interests of the client with the utmost good faith, loyalty, and fidelity, including:

(i) Seeking a price and terms which are acceptable to the client, except that the licensee shall not be obligated to seek additional offers to purchase the Property while the Property is subject to a contract for sale or to seek additional offers to lease the Property while the Property is subject to a lease or letter of intent to lease;

(ii) Presenting all written offers to and from the client in a timely manner regardless of whether the Property is subject to a contract for sale or lease or a letter of intent to lease;

(iii) Disclosing to the client all adverse material facts actually known or that should have been known by the licensee; and

(iv) Advising the client to obtain expert advice as to material matters about which the licensee knows but the specifics of which are beyond the expertise of the licensee.

(D) To account in a timely manner for all money and Property received;

(E) To comply with all requirements of sections 339.710 to 339.860, subsection 2 of section 339.100, and any rules and regulations promulgated pursuant to those sections; and

(F) To comply with any applicable federal, state, and local laws, rules, regulations, and ordinances, including fair housing and civil rights statutes and regulations.

2. A licensee acting as a seller's or landlord's agent shall not disclose any confidential information about the client unless 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 affiliated licensee against an action of wrongful conduct in an administrative or judicial proceeding or before a professional committee. No cause of action shall arise against a licensee acting as a seller's or landlord's agent for making any required or permitted disclosure.

3. A licensee acting as a seller's or landlord's agent owes no duty or obligation to a customer, except that a licensee shall disclose to any customer all adverse material facts actually known or that should have been known by the licensee. A seller's or landlord's agent owes no duty to conduct an independent inspection or discover any adverse material facts for the benefit of the customer and owes no duty to independently verify the accuracy or completeness of any statement made by the client or any independent inspector.

4. A seller's or landlord's agent may show alternative properties not owned by the client to prospective buyers or tenants and may list competing properties for sale or lease without breaching any duty or obligation to the client.

5. A seller or landlord may agree in writing with a seller's or landlord's agent that other designated brokers may be retained and compensated as subagents. Any designated broker acting as a subagent on the seller's or landlord's behalf shall be a limited agent with the obligations and responsibilities set forth in subsections 1 to 4 of this section.

## **DUAL AGENT'S DUTIES AND OBLIGATIONS (§ 339.750, RSMo.)**

A dual agent shall be a limited agent for both the seller and buyer or the landlord and tenant and shall have the following duties and obligations:

1. Except as provided below, a dual agent may disclose any information to one client that the licensee gains from the other client if the information is material to the transaction unless it is confidential information as defined in section 339.710(8), R.S.Mo.

2. The following information shall not be disclosed by a dual agent without the consent of the client to whom the information pertains:

(A) That a buyer or tenant is willing to pay more than the purchase price or lease rate offered for the Property;

(B) That a seller or landlord is willing to accept less than the asking price or lease rate for the Property;

(C) What the motivating factors are for any client buying, selling, or leasing the Property;

(D) That a client will agree to financing terms other than those offered; and

(E) The terms of any prior offers or counter offers made by any party.

3. 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 affiliated licensee against an action of wrongful conduct in an administrative or judicial proceeding or before a professional committee. No cause of action for any person shall arise against a dual agent for making any required or permitted disclosure. A dual agent does not terminate the dual agency relationship by making any required or permitted disclosure.

4. In a dual agency relationship there shall be no imputation of knowledge or information between the client and the dual agent or among persons within an entity engaged as a dual agent.

## TRANSACTION BROKER'S DUTIES AND OBLIGATIONS (§ 339.755, RSMo.)

1. A real estate licensee may provide real estate service to any party in a prospective transaction without an agency or fiduciary relationship to one or more parties to the transaction. Such licensee shall be called a transaction broker.
2. A transaction 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 written 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 in the agreement entered with the party;
    - (ii) Informing the parties 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;
    - (iii) Accounting in a timely manner for all money and Property received;
    - (iv) To disclose to each party to the transaction any adverse material facts of which the licensee has actual notice or knowledge;
    - (v) Assisting the parties in complying with the terms and conditions of any contract;
    - (vi) The parties to a transaction brokerage transaction shall not be liable for any acts of the transaction broker.
3. 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:
  - (A) That a buyer or tenant is willing to pay more than the purchase price or lease rate offered for the Property;
  - (B) That a seller or landlord is willing to accept less than the asking price or lease rate for the Property;
  - (C) What the motivating factors are for any party buying, selling or leasing the Property;
  - (D) That a seller or buyer will agree to financing terms other than those offered;
  - (E) 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.
4. A transaction broker has no duty to conduct an independent inspection or investigation for adverse material facts for the parties.
5. A transaction broker has no duty to conduct an independent investigation of the buyer's financial condition.
6. A transaction broker may do the following without breaching any obligation or responsibility:
  - (A) Show alternative properties not owned by the seller or landlord 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;
  - (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.
7. In a transaction broker relationship each party and the transaction broker, including all persons within an entity engaged as the transaction broker if the transaction broker is an entity, 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 the transaction broker or between any party and any person within an entity engaged as the transaction broker if the transaction broker is an entity.
8. A transaction broker may cooperate with other brokers and such cooperation does not establish an agency or subagency relationship.
9. Nothing in this section prohibits a transaction broker from acting as a single limited agent, dual agent or subagent whether on behalf of a buyer or seller, as long as the requirements governing disclosure of such fact are met.
10. Nothing in this section alters or eliminates the responsibility of a broker as set forth in this section for the conduct and actions of a licensee operating under the broker's license.
11. A transaction broker shall:
  - (A) Comply with all applicable requirements of sections 339.710 to 339.860, subsection 2 of section 339.010 and all rules and regulations promulgated pursuant to such sections; and
  - (B) Comply with any applicable federal, state and local laws, rules, regulations and ordinances, including fair housing and civil rights statutes and regulations.