

This form is approved by Legal Counsel of the Kansas Real Estate Commission on November 5, 1997, to be provided to brokers as a suggested form of an agency agreement with a seller. Brokers may have their legal counsel modify the form to a nonexclusive seller agency agreement or to an exclusive or nonexclusive agency agreement with a landlord. The form may also be modified to delete or modify paragraphs which are not applicable to a broker's real estate brokerage practice [examples: paragraph 2, if broker does not belong to a multiple listing service; paragraphs 6 and 7, if broker does not represent buyers; paragraph 7 if broker does not appoint designated agents; paragraphs 10 and 11, if broker does not use Seller's Property Disclosure Statements].

EXCLUSIVE RIGHT TO SELL CONTRACT

_____, 20_____

This contract between the undersigned SELLER and BROKER for the property known as _____ is EXCLUSIVE AND IRREVOCABLE for a period beginning _____ and ending _____ inclusive.

The property is offered for sale for the sum of \$_____ on terms agreeable to SELLER:

including the following non-realty items:

BROKER agrees to market the property and pay the costs thereof. SELLER hereby represents and warrants to BROKER that: this is the one and only exclusive right to sell agreement in effect and said SELLER has the capacity to convey merchantable title upon closing.

1. The BROKER agrees to perform the terms of this contract, promote the interests of the SELLER with the utmost good faith, loyalty and fidelity, and present in a timely manner all offers to and from the SELLER. The BROKER shall present all offers to the SELLER when such offer is received prior to the closing of the sale unless SELLER agrees to one of the following provisions by initialing the provision:

The BROKER shall not be obligated to continue to market the property after an offer has been accepted by SELLER unless the purchase contract permits the SELLER to continue to market the property and consider other offers until closing

or

The BROKER shall not be obligated to continue to market the property or present subsequent offers after an offer has been accepted by the SELLER.

The BROKER will disclose to the SELLER all adverse material facts actually known by the BROKER about the buyer and advise the SELLER to obtain expert advice as to material matters known by the BROKER but the specifics of which are beyond the BROKER'S expertise. When the SELLER has

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been so advised, no cause of action for any person shall arise against the BROKER pertaining to such material matters. The BROKER will disclose to any customer and SELLER any facts known by BROKER, related to the physical condition of the property, which contradict any information included in a written report that has been prepared by a qualified third party and provided to a customer or SELLER. However, BROKER owes no duty to conduct an independent inspection of the property to verify accuracy or completeness of statements made by SELLER or such qualified third party. BROKER will account in a timely manner for all money and property received. The BROKER will comply with all requirements of the Brokerage Relationships in Real Estate Transactions Act of Kansas and comply with any applicable federal, state and local laws, rules and regulations and ordinances, including fair housing and civil rights statutes and rules and regulations. The BROKER will keep all information about the SELLER confidential unless disclosure is required by statute, rule or regulation, or unless failure to disclose would constitute fraudulent misrepresentation. The BROKER will disclose to any customer all adverse material facts actually known by the BROKER, including but not limited to: environmental hazards affecting the property which are required by law to be disclosed, the physical condition of the property, any material defects in the property or title thereto, any material limitation on the SELLER'S ability to perform under the terms of the contract.

2. The SELLER authorizes the BROKER to submit pertinent information concerning the property to any multiple listing data service ("MLS") within _____ working days after the effective date or signature of the SELLER, whichever is later, and to disseminate information regarding the property, including the listing sheet, to prospective purchasers, other licensees and other persons as necessary. It is further understood the BROKER will timely furnish MLS notice of all changes of information concerning the property as authorized by the SELLER. The SELLER authorizes the BROKER to notify MLS of a signed sales contract on the property and authorizes the dissemination to others, including the County Appraiser, of sales information (including the sales price after the closing of the sale) to be used in establishing market value for other properties.

3. The SELLER agrees to pay the BROKER a brokerage fee of _____ of the selling price if the BROKER produces a purchaser ready, willing and able to purchase the property at the price and on the terms stated, or later agreed upon, or if a sale or exchange of the property is made by the SELLER or any other person during the term of this contract. SELLER authorizes the deduction of said brokerage fee from the SELLER'S proceeds at closing. The SELLER agrees to divide equally with the BROKER any deposit made on a contract and forfeited by a buyer, but not in excess of the amount to which the BROKER would be entitled as brokerage fees, and the balance paid to the SELLER. The SELLER agrees to refer to the BROKER all inquiries and offers which he/she may receive during the term of this contract. In the event SELLER enters into an agreement to sell the property within ____ days after the termination of the contract directly or indirectly, upon any terms to anyone to whom the property was shown or submitted during the term of the contract, said brokerage fee is due and payable to the BROKER. Agreement to sell shall mean any agreement to transfer all or a substantial part of SELLER'S interest in the property including contracts for deed, contracts for sale or lease/option contracts provided the BROKER has notified the SELLER, in writing, of such showing or submission during the term of this Contract. The SELLER shall not be obligated to pay said brokerage fee if a valid exclusive listing contract is entered into during the term of said period with another licensed real estate broker and the sale of property is made during the term of said period.

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(____) _____
(____) _____

4. The SELLER agrees that BROKER may:

Offer cooperation to sub-agents	<input type="checkbox"/> yes	<input type="checkbox"/> no
Offer compensation to sub-agents	<input type="checkbox"/> yes	<input type="checkbox"/> no
Offer cooperation to buyer's agents	<input type="checkbox"/> yes	<input type="checkbox"/> no
Offer compensation to buyer's agents	<input type="checkbox"/> yes	<input type="checkbox"/> no
Offer cooperation to transaction brokers	<input type="checkbox"/> yes	<input type="checkbox"/> no
Offer compensation to transaction brokers	<input type="checkbox"/> yes	<input type="checkbox"/> no

5. SELLER acknowledges receiving the "Real Estate Brokerage Relationships" brochure. SELLER understands that BROKER may show alternative properties not owned by SELLER to prospective buyers and may list competing properties for sale without breaching any duty or obligation to SELLER. SELLER also understands and agrees that as part of marketing the property, BROKER will be showing Buyers properties other than SELLER'S and providing Buyers with information on selling prices in the area.

6. **SELLER'S Acknowledgment of Potential for BROKER to Act as Transaction Broker.** SELLER acknowledges that BROKER may have clients who have retained BROKER to represent them as a buyer in the acquisition of property. If a buyer client becomes interested in making an offer on SELLER'S property, then the BROKER would be in a position of representing both Buyer and Seller in that transaction **unless designated agents have been appointed pursuant to paragraph 7**. Such representation would constitute dual agency, which is illegal in Kansas. With the informed consent of both buyer and SELLER, BROKER may act as a transaction broker. As a transaction broker, BROKER would **assist the parties with the real estate transaction without being an agent or advocate for the interests of either party**.

SELLER consents to Broker acting as a Transaction Broker, **subject to** both buyer and SELLER signing a Transaction Broker Addendum to their agency agreement with BROKER, which must be signed by the buyer prior to writing an offer to purchase the property and by SELLER prior to signing the purchase contract.

(please initial) yes no

7. **SELLER'S Acknowledgment of Possible DESIGNATED AGENT RELATIONSHIP.** A designated agent is a real estate licensee affiliated with a broker who has been designated by the broker, or the broker's duly authorized representative, to act as the agent of a broker's buyer or seller client to the exclusion of all other affiliated licensees.

A. If a designated agent is not appointed to represent SELLER

SELLER understands that although a designated agent is not appointed to represent SELLER, another licensee with the brokerage firm may act as a designated agent for a buyer who may be interested in SELLER'S property. If another licensee with the brokerage firm acts as a designated agent for a buyer in the sale of SELLER'S property, SELLER understands:

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- a. The supervising broker (or branch broker, if applicable) will act as a transaction broker and will not advocate for the interests of either party and will not, without prior consent of both parties, disclose any information or personal confidences about a party which might place the other party at an advantage. The supervising broker (or branch broker, if applicable) may appoint an affiliated licensee to act in the transaction as a transaction broker.
- b. The designated agent for the buyer will perform all of the duties of a Buyer's Agent and will be the buyer's legal agent to the exclusion of all other licensees in the brokerage firm.
- c. All other licensees affiliated with the firm will represent SELLER in the sale of SELLER'S property and will perform all of the duties of a Seller's Agent.

SELLER consents to a designated agent for the buyer in the sale of SELLER'S property

(please initial) yes no N/A (see paragraph B)

B. If a designated agent is appointed to represent SELLER

If a designated agent is appointed to represent SELLER, SELLER understands:

- a. The designated agent will perform all of the duties of a Seller's Agent and will be SELLER'S legal agent to the exclusion of all other licensees in the brokerage firm.
- b. Another licensee with the brokerage firm may act as a designated agent for the buyer in the sale of SELLER'S property.
- c. The supervising broker (or branch broker, if applicable) will act as a transaction broker and will not advocate for the interests of either party and will not, without prior consent of both parties, disclose any information or personal confidences about a party which might place the other party at an advantage. The supervising broker (or branch broker, if applicable) may appoint an affiliated licensee to act in the transaction as a transaction broker.
- d. If the designated agent for SELLER is also the designated agent of a buyer who is interested in SELLER'S property, the designated agent cannot represent both SELLER and buyer. With the informed consent of both buyer and SELLER, the designated agent may act as a transaction broker and **assist the parties with the real estate transaction without being an agent or advocate for the interests of either party.**
- e. If a buyer client of a designated agent wants to see a property which was personally listed by the supervising broker, the supervising broker, with the written consent of SELLER, may specifically designate an affiliated licensee who will act as designated agent for SELLER.

SELLER consents to designated agent relationship

(please initial) yes no

(Complete the following sentence if applicable.) The broker, or broker's authorized representative, hereby designates _____ to act as designated agent on SELLER'S behalf.

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SELLER consents to the above-named designated agent acting as a transaction broker in the event he/she is also the designated agent for the buyer, subject to both buyer and SELLER signing a Transaction Broker Addendum to their agency agreement with BROKER, which must be signed by the buyer prior to writing an offer to purchase the property and by SELLER prior to signing the purchase contract.

(please initial) yes no

8. The SELLER agrees to furnish the BROKER a key to the property and permit the BROKER to place a lock box on the door during the term of this contract or until closing of a sales transaction. The BROKER may enter the property at reasonable times for the purpose of showing it to prospective buyers. The BROKER is not responsible for vandalism, theft, or damage of any nature to the property, personal property and/or personal effects.

9. The SELLER authorizes the BROKER to place a "For Sale" sign on the property and to remove all other signs during the term of this contract. The SELLER authorizes the BROKER to obtain the information on the mortgage # _____ held by _____ in addition to any other mortgages presently shown as liens against the property.

10. SELLER has been informed of his/her responsibility: (1) to provide the buyers of the property with evidence of clear title; (2) to provide inspection reports, if any, when called for in a sales contract; and (3) to disclose any known material defects. At the signing of this contract, SELLER agrees to complete a Seller's Disclosure Statement to be provided to prospective buyers and to update Disclosure Statement at time of execution of sales contract or upon request. SELLER warrants that plumbing is connected to _____ sewer _____ septic system _____ lagoon _____ other _____ SELLER hereby indemnifies and holds harmless BROKER, his/her agents and employees from all harm, damages and economic loss resulting from the information SELLER has given regarding sewage system, including attorney fees if allowed by law.

11. As SELLERS of the property, I/we have given the BROKER information regarding the property to appear on the listing data. SELLER does not have knowledge of any material defects of the property or environmental hazards nor do we have knowledge of any easements, sewer assessments, street assessments or other proposed special assessments except as shown on the Seller's Property Disclosure Statement. SELLER agrees to defend, indemnify and hold harmless BROKER and its agents, subagents, employees, and independent contractors, from and against any and all claims, demands, suits, damages, losses or expenses (including reasonable attorney fees) arising out of any misrepresentation, nondisclosure or concealment by SELLER in connection with the sale of the property including, without limitation, inaccuracy of information provided by the SELLER for the preparation of listing data, Seller's Disclosure Statement, or otherwise in connection with the sale of the Property. SELLER agrees to thoroughly review the listing information prepared by the BROKER and advise the BROKER immediately of any errors or omissions. SELLER further stipulates that the age of the property and the dimensions of the lot as shown on the listing information are accurate to the best of his/her knowledge. Therefore, SELLER agrees that he/she will personally assume all responsibility for any complaints made by a prospective Buyer before or after possession with respect to defects in, or problems with, any such items or representation. The BROKER shall not be responsible in any manner.

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12. SELLER authorizes the BROKER to order title evidence through _____
_____ Title to the property is vested in the name(s) of _____.

13. Homes Association:

() To the best of our knowledge there is no active Home Association in the area for which the property is subject to assessment. We have never been billed for or paid any home association dues, nor, to our knowledge, are there any such dues outstanding which could be a lien on the property.

() We pay Home Association dues in the amount of \$_____ per _____ payable on a
____monthly ____quarterly ____semi-annual ____yearly basis and said dues are paid in full until
_____.

14. Wood Infestation: (please check if applicable)

() Property has been previously treated and is under warranty with _____.

15. Home Warranty. It is recommended the SELLER purchase a home protection plan for the property to increase the marketability of the property and to reduce the SELLER'S risk. The SELLER _____ agrees _____ does not agree to purchase a home buyer's warranty plan from _____
_____ at a cost not to exceed \$_____ to be paid at closing. A separate application defining the parameters of the plan will be signed at the time this listing is executed.

16. SELLER agrees to leave all utilities on to allow a prospective buyer reasonable right of inspection of the property and further agrees to leave utilities on until the expiration of this contract or until closing of a sales transaction, whichever is later. In consideration for the BROKER arranging for any inspections at SELLER'S request, SELLER hereby agrees to indemnify and hold harmless the BROKER, his/her agents and employees from any liabilities, costs, expenses resulting from any action taken by said company with respect to said inspection.

This is a legally binding contract. If not understood, seek legal advice.

SELLER hereby certifies that he/she has received a copy of this contract.

BROKER

SELLER SOCIAL SECURITY NUMBER

by:_____

SELLER SOCIAL SECURITY NUMBER

BROKER'S ADDRESS

SELLER'S ADDRESS

BROKER'S TELEPHONE NUMBER

SELLER'S TELEPHONE NUMBER

SELLER'S INITIALS AND DATE

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