

**EXCLUSIVE RIGHT TO SELL LISTING AGREEMENT - LAND**  
TRANSACTION BROKER

ALLIANCE

1 This Exclusive Right to Sell Listing Agreement – Land (“Agreement”) is between Seller and Brokerage Firm (Brokerage Firm, its brokers,  
2 agents and employees are referred to collectively as “Broker”) for the Property commonly known as \_\_\_\_\_  
3 \_\_\_\_\_ is exclusive and  
4 irrevocable for the period beginning \_\_\_\_\_ and ending \_\_\_\_\_ (the “Term”).

5 LEGAL DESCRIPTION: \_\_\_\_\_  
6 \_\_\_\_\_  
7 \_\_\_\_\_

8 The Property is offered for sale for: (i) (\$ \_\_\_\_\_) \_\_\_\_\_ dollars or (ii) (\$ \_\_\_\_\_)  
9 \_\_\_\_\_ dollars per acre (the “Purchase Price”) on the following terms: A. \_\_\_\_\_ Cash  
10 B. Loan: \_\_\_\_\_ Conventional \_\_\_\_\_ Assumption \_\_\_\_\_ FHA \_\_\_\_\_ VA (Seller understands that certain fees in connection with a  
11 government loan may not be allowed to be paid by the buyer and therefore must be paid by the Seller.) C. \_\_\_\_\_ Seller Carry on the  
12 following terms: \_\_\_\_\_  
13 \_\_\_\_\_

14 Sale of the Property shall include all improvements located on the Property, as well as the following items: \_\_\_\_\_  
15 \_\_\_\_\_

16 Sale of the Property shall exclude the following: \_\_\_\_\_  
17 \_\_\_\_\_

18 Mineral rights:	Crops planted at the time of sale:	Water rights:
19 _____ % pass with the land to the Buyer	_____ pass with the Property	_____ pass with the Property
20 _____ % remain with the Seller	_____ remain with the Seller	_____ to the Buyer
21 _____ % are owned by third party	_____ none	Permit # _____
22 _____ unknown	_____ negotiable	_____ remain with the Seller
23	_____ other	Permit # _____
24		_____ have been terminated
25 (please describe other) _____		
26 _____		

27 Are there any oil, gas, or wind leases of record? \_\_\_\_\_

28 There is no leasehold interest or tenant's rights in the Property, except as follows: \_\_\_\_\_

29 1. **LISTING SERVICES:** Seller authorizes Broker to:

30 A. Cooperate and divide Broker's Fee with other brokers in any manner acceptable to Broker and the other brokers. The Seller  
31 agrees that Broker shall: **(please initial)**

32 Offer Cooperation to:	Offer Compensation to:
33 Buyer's Agents Yes _____ No _____	Buyer's Agents Yes _____ No _____
34 Transaction Brokers Yes _____ No _____	Transaction Brokers Yes _____ No _____

- 35 B. Place a For Sale sign on the Property and remove all other signs during the Term of this Agreement.
- 36 C. Enter the Property at reasonable times to show to prospective buyers, or provide access for inspections and appraisals.
- 37 D. Contact any and all lien holders to obtain any and all relevant information.
- 38 E. Contact the United States Department of Agriculture Farm Service Agency as well as any other governmental agency to obtain  
39 any and all information regarding the Property and Seller authorizes the Farm Service Agency as well as all other  
governmental agencies to release such information to Broker.

40 2. **BROKER AGREES TO:** Perform the terms of this Agreement, act as a transaction broker which means Broker will not be an agent or  
41 advocate of either Seller or buyer, and present all offers, counteroffers and back-up offers in a timely manner, even when the Property  
42 is subject to a Contract of Sale. **Broker will:**

43 A. Market the Property at Broker's expense, unless otherwise agreed to in writing.

Seller's Initials \_\_\_\_\_

- 44 B. Disclose to the Seller all adverse material facts actually known by the Broker, including but not limited to material facts
- 45 concerning the buyer's financial ability to perform the terms of the transaction.
- 46 C. Keep Seller and buyer fully informed regarding the transaction.
- 47 D. Assist the parties in complying with the terms and conditions of any contract including closing the transaction.
- 48 E. Advise the parties regarding the transaction and suggest that the parties obtain expert advice as to material matters known
- 49 by the Broker but the specifics of which are beyond the Broker's expertise. When the parties have been so advised, no cause
- 50 of action for any person shall arise against the Broker pertaining to such material matters.
- 51 F. Disclose to any prospective buyer and Seller any facts actually known by Broker, related to the physical condition of the
- 52 Property, that were omitted from or which contradict any information included in a written report that has been prepared by
- 53 a qualified third party and provided to a prospective buyer or Seller. However, Broker owes no duty to conduct an
- 54 independent inspection of the Property for the benefit of a prospective buyer or Seller or to independently verify the
- 55 accuracy or completeness of statements made by the Seller, buyer or any qualified third party inspectors; or to conduct an
- 56 independent investigation of buyer's financial condition.
- 57 G. Account in a timely manner for all money and property received.
- 58 H. Comply with all requirements of the Brokerage Relationships in Real Estate Transactions Act of Kansas (the "Act") and rules
- 59 and regulations adopted under the Act, comply with any applicable federal, state and local laws, rules, regulations and
- 60 ordinances, including fair housing and civil rights statutes and rules and regulations.
- 61 I. Disclose to all prospective buyers all adverse material facts actually known by the Broker, including but not limited to: any
- 62 environmental hazards affecting the Property which are required by law to be disclosed, the physical condition of the
- 63 Property, any material defects in the Property or title thereto, or any material limitations on the Seller's ability to perform
- 64 under the terms of the contract.

65 3. **THE BROKER IS NOT RESPONSIBLE** for vandalism, theft, or damage of any nature to the Property.

66 4. **SELLER AGREES TO AND WILL:**

- 67 A. Refer all inquiries and offers received during the Term of this Agreement to the Broker.
- 68 B. Furnish the Broker a key (if applicable) to the Property and permit the Broker to place a lock box on the Property during the
- 69 Term of this Agreement or until final settlement of a sales transaction, whichever is later.
- 70 C. Provide evidence of clear title to the Property and inspection reports, including, but not limited to, water well, septic tank,
- 71 lagoon and environmental inspections, when required in a sales contract or by a code or ordinance of a governmental agency.
- 72 Seller agrees to indemnify, defend and hold harmless Broker from any liability, cost or expense related to the title to the
- 73 Property, any inspections or any inspection reports.
- 74 D. Leave utilities (if applicable) on during the Term of this Agreement or until buyer's possession of the Property, whichever is
- 75 later, unless otherwise agreed to in writing.
- 76 E. Thoroughly review the listing information prepared by the Broker and advise the Broker immediately of any errors or
- 77 omissions. Seller represents and warrants that to the best of Seller's knowledge the listing information is accurate.

78 5. **EARNEST MONEY:** Seller understands and agrees that Broker may accept a deposit ("Earnest Money"), which will be applied against

79 the Purchase Price and deposited into an escrow account maintained by the Broker or other escrow agent until the closing of the sale

80 of the Property. If the Earnest Money is forfeited by the buyer, Seller shall be entitled to ½ of the Earnest Money and shall direct the

81 escrow agent to pay ½ of the Earnest Money to Broker or authorize Broker to retain ½ of the Earnest Money if the Earnest Money is in

82 an escrow account maintained by Broker. Notwithstanding the foregoing, Broker's ½ of the Earnest Money shall not exceed the Fee

83 which would be paid to Broker if the sale closed.

84 6. **COMPENSATION:** Seller agrees to pay Broker \_\_\_\_\_ % of the selling price or \$ \_\_\_\_\_ (the "Fee") if Broker

85 produces a ready, willing and able buyer for the Property at the price and terms stated in this Agreement, or later agreed upon by

86 Seller, or if the sale, lease or exchange of the Property is made by the Seller or any other person during the Term of this Agreement.

87 Seller authorizes the deduction of the Fee from the Seller's proceeds at closing. As clarification, if a sale of the Property fails to close

88 due to Seller's default or with Seller's consent, Seller shall remain obligated to pay Broker the Fee.

89 In addition, Seller shall pay Broker the Fee if the Property is sold, leased, exchanged, conveyed, or otherwise transferred to an

90 Identified Buyer within \_\_\_ days after the termination or expiration of this Agreement (the "Protection Period"). An "Identified Buyer"

91 is any person or entity with whom Broker has provided information, shown, exchanged correspondence, negotiated or exposed the

92 Property and whose name is listed in a written notice provided to Seller by Broker prior to the expiration or termination of this

93 Agreement. Notwithstanding the foregoing, Seller shall not be obligated to pay the Fee if Seller and another licensed real estate

94 broker execute a valid exclusive listing agreement during the Protection Period and the sale, lease, exchange, conveyance or transfer of

95 the Property is made during the Protection Period.

Seller's Initials \_\_\_\_\_

96 7. **BROKERAGE RELATIONSHIP DISCLOSURE:** Seller acknowledges receiving the “Real Estate Brokerage Relationships” brochure.  
97 Seller understands and agrees that as part of the marketing of the Property, Broker may be showing buyers properties other than the  
98 Property and providing buyers with information on selling prices in the area. Seller understands that Broker may show alternative  
99 properties not owned by Seller to buyers, may list competing properties for sale, and serve as a single agent for the same or for  
100 different parties in other real estate transactions without breaching any obligation or responsibility. Information known to a  
101 transaction broker shall not be imputed to any party to the transaction or to any licensee within the Brokerage Firm engaged as a  
102 transaction broker.

103 8. **THE BROKER WILL NOT DISCLOSE** the following information without the consent of all parties to the transaction:  
104 A. that a buyer is willing to pay more than the Purchase Price offered for the Property;  
105 B. that Seller is willing to accept less than the asking price for the Property;  
106 C. what the motivating factors are for any party buying or selling the Property;  
107 D. that Seller or a buyer will agree to financing terms other than those offered; or  
108 E. any information or personal confidences about a party to the transaction which might place the other party at an advantage  
109 over the party unless the disclosure is required by law or failure to disclose such information would constitute fraudulent  
110 misrepresentation.

111 9. **Seller has been advised and understands that THE LAW REQUIRES DISCLOSURE OF ANY KNOWN MATERIAL DEFECTS IN THE**  
112 **PROPERTY TO PROSPECTIVE BUYERS AND THAT FAILURE TO DO SO MAY RESULT IN CIVIL LIABILITY FOR DAMAGES.** Seller represents  
113 and warrants that the information provided to the Broker as well as the information provided in this Agreement is true and correct  
114 according to the Seller’s knowledge and agrees to indemnify, defend and hold Broker and any cooperating brokers and agents  
115 harmless from any claims, liabilities, and damages, including but not limited to reasonable attorney fees and costs, arising due to (i)  
116 Seller’s failure to disclose information regarding the Property, (ii) Seller providing any incorrect information regarding the Property, or  
117 (iii) Seller’s breach of any terms or conditions of this Agreement.

118 10. **South Central Kansas MLS (“SCK MLS”) SUBMISSION:** It is understood and agreed that the Broker will submit information  
119 concerning the Property to the SCK MLS in accordance with its rules and regulations. Seller acknowledges and understands that the  
120 sales data and/or expiration data can and may be distributed at the discretion of SCK MLS to its authorized members, and authorizes  
121 Broker to release all data on the Property. It is further understood that the Broker will timely notify SCK MLS if information regarding  
122 the Property changes. Seller authorizes the Broker to notify SCK MLS of a signed sales contract on the Property and authorizes the  
123 dissemination to others, including the County Appraiser, of sales information (including the sales price of the Property) after the  
124 closing of the sale, to be used in establishing the market value for other properties.

125 11. **DISTRIBUTION OF INFORMATION:** Seller authorizes Broker to disseminate data about the Property and other information relating  
126 to the Property supplied by, or on behalf of the Seller, including creative works depicting the Property, such as virtual tours, images,  
127 and any textual descriptions of the Property (collectively referred to as “Content”), to SCK MLS’s members, participants, subscribers  
128 and other licensees or users of the SCK MLS database compilation (collectively referred to as SCK MLS Users”), or any other multiple  
129 listing service in which Broker participates, and to further disseminate, or permit SCK MLS or SCK MLS Users to disseminate such  
130 Content to potential purchasers through websites on the internet that are owned, operated or controlled by SCK MLS or SCK MLS  
131 Users.

132 **Seller acknowledges** that distributing information in this manner is intended to increase public awareness of the Property.

133 (please initial one) Yes \_\_\_\_\_ No \_\_\_\_\_

134 **Seller desires to RESTRICT** the marketing of the Property as follows: **(INITIAL ONLY IF APPLICABLE)**

- 135 A. \_\_\_\_\_ Seller does NOT authorize the Broker to submit and market the Property on any internet websites.  
136 B. \_\_\_\_\_ Seller does NOT authorize the display of the Property address on any internet website.  
137 C. \_\_\_\_\_ Seller does NOT authorize the display of unedited comments or reviews of the Property (or the  
138 display of a hyperlink to such comments or reviews) on any SCK MLS User’s internet website.  
139 D. \_\_\_\_\_ Seller does NOT authorize the display of an automated estimate of the market value of the  
140 Property (or a hyperlink to such estimate) on any SCK MLS User’s internet website.

141 12. **THE PROPERTY WILL BE OFFERED, SHOWN AND MADE AVAILABLE FOR INSPECTION AND SALE TO ALL PERSONS WITHOUT**  
142 **REGARD TO RACE, COLOR, RELIGION, SEX, AGE, DISABILITY, FAMILIAL STATUS OR NATIONAL ORIGIN.**

Seller’s Initials \_\_\_\_\_

143 13. MISCELLANEOUS:

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149 14. SIGNATURE BY ELECTRONIC MAIL AND IN COUNTERPART, AGREEMENT TO USE ELECTRONIC SIGNATURES: Signatures  
150 to this Agreement may be transmitted by electronic mail (such as a PDF), through electronic means in accordance with the  
151 Kansas Uniform Electronic Transactions Act and signed in counterpart, on separate pages, which may then be assembled as  
152 the complete agreement of the parties.

153 15. BINDING EFFECT: This Agreement shall inure to the benefit of Seller and Broker, and be fully binding upon their  
154 respective heirs, executors, personal representatives, administrators, successors and assigns.

155 16. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the parties and supersedes any  
156 previously executed contracts and representations, verbal or written.

157 Seller represents and warrants to Broker that all parties with any ownership interest in the Property are parties to this Agreement,  
158 no other listing agreement to sell the Property is in effect and Seller is able to convey merchantable title to the Property at closing.

159 Seller acknowledges receipt of a copy of this Agreement.

160 THIS IS A LEGALLY BINDING AGREEMENT. IF NOT UNDERSTOOD, SEEK COMPETENT ADVICE.  
161 BROKER RECOMMENDS TO SELLER TO RETAIN INDEPENDENT LEGAL COUNSEL TO ANSWER ANY LEGAL QUESTIONS INVOLVED IN  
162 ANY REAL ESTATE TRANSACTION.

163	_____	_____	_____
164	Brokerage Firm	Seller	Date
165	By: _____	_____	_____
166	(Agent's Signature) Date	Seller	Date
167	_____	_____	_____
168	Brokerage Firm's Address	Seller's Address	
169	_____	_____	_____
170	Brokerage Firm's Phone Agent's Fax	Work Phone	Home/Cell Phone
171	_____	_____	_____
172	Agent's e-mail Agent's Cell	Seller's e-mail	

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