



EXCLUSIVE RIGHT TO SELL LISTING AGREEMENT - RESIDENTIAL

TRANSACTION BROKER

ALLIANCE

1 This Exclusive Right to Sell Listing Agreement – Residential (“Agreement”) is between Seller and Brokerage Firm (Brokerage Firm, its
2 brokers, agents and employees are referred to collectively as “Broker”) for the Property commonly known as _____

3 _____
4 is exclusive and irrevocable for the period beginning _____ and ending _____
5 (the “Term”).

6 LEGAL DESCRIPTION _____

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

11 _____
12 Sale of the Property shall include all improvements located on the Property and the following items, if any: Keys, drapes, curtains,
13 drapery rods, curtain rods, valances, blinds, window and porch shades, screens, shutters, awnings, storm windows & doors, wall-to-
14 wall carpeting, mirrors fixed in place, including bathroom mirrors, ceiling fans, mail boxes, television antennas, permanently installed
15 heating and air conditioning units and equipment, built-in kitchen appliances, built-in security and fire detection equipment, lighting
16 fixtures, plumbing fixtures, water softeners (if owned by Seller), all automatic garage door opener equipment including transmitters,
17 attic fans, attached gas grills, attached shelves, water well pumps, shrubbery and all other property owned by Seller and attached to
18 the Property, as well as the following items (including the items listed in the Seller’s Property Disclosure):

19 _____
20 _____
21 Sale of the Property shall exclude the following:

22 _____
23 1. **LISTING SERVICES:** Seller authorizes Broker to:

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

26 Offer Cooperation to: Offer Compensation to:
27 Buyer’s Agents Yes _____ No _____ Buyer’s Agents Yes _____ No _____
28 Transaction Brokers Yes _____ No _____ Transaction Brokers Yes _____ No _____

29 B. Place a For Sale sign on the Property and remove all other signs during the Term of this Agreement.
30 C. Enter the Property at reasonable times to show to prospective buyers, or provide access for inspections and appraisals.
31 D. Contact any and all lien holders to obtain any and all relevant information.

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

- 35 A. Market the Property at Broker’s expense, unless otherwise agreed to in writing.
- 36 B. Disclose to the Seller all adverse material facts actually known by the Broker, including but not limited to material facts
37 concerning the buyer’s financial ability to perform the terms of the transaction.
- 38 C. Keep Seller and buyer fully informed regarding the transaction.
- 39 D. Assist the parties in complying with the terms and conditions of any contract including closing the transaction.
- 40 E. Advise the parties regarding the transaction and suggest that the parties obtain expert advice as to material matters known
41 by the Broker but the specifics of which are beyond the Broker’s expertise. When the parties have been so advised, no cause
42 of action for any person shall arise against the Broker pertaining to such material matters.
- 43 F. Disclose to any prospective buyer and Seller any facts actually known by Broker, related to the physical condition of the
44 Property, that were omitted from or which contradict any information included in a written report that has been prepared by
45 a qualified third party and provided to a prospective buyer or Seller. However, Broker owes no duty to conduct an
46 independent inspection of the Property for the benefit of a prospective buyer or Seller or to independently verify the
47

Seller’s Initials _____

- 48 accuracy or completeness of statements made by the Seller, buyer or any qualified third party; inspectors; or to conduct an
49 independent investigation of buyer's financial condition.
- 50 G. Account in a timely manner for all money and property received.
- 51 H. Comply with all requirements of the Brokerage Relationships in Real Estate Transactions Act of Kansas (the "Act") and rules
52 and regulations adopted under the Act, comply with any applicable federal, state and local laws, rules, regulations and
53 ordinances, including fair housing and civil rights statutes and rules and regulations.
- 54 I. Disclose to all prospective buyers all adverse material facts actually known by the Broker, including but not limited to: any
55 environmental hazards affecting the Property which are required by law to be disclosed, the physical condition of the
56 Property, any material defects in the Property or title thereto, or any material limitations on the Seller's ability to perform
57 under the terms of the contract.

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

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

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

71 5. **EARNEST MONEY:** Seller understands and agrees that Broker may accept a deposit ("Earnest Money"), which will be applied
72 against the Purchase Price and deposited into an escrow account maintained by the Broker or other escrow agent until the closing of
73 the sale of the Property. If the Earnest Money is forfeited by the buyer, Seller shall be entitled to ½ of the Earnest Money and shall
74 direct the escrow agent to pay ½ of the Earnest Money to Broker or authorize Broker to retain ½ of the Earnest Money if the Earnest
75 Money is in an escrow account maintained by Broker. Notwithstanding the foregoing, Broker's ½ of the Earnest Money shall not
76 exceed the Fee which would be paid to Broker if the sale closed.

77 6. **COMPENSATION:** Seller agrees to pay Broker _____ % of the selling price or \$_____ (the "Fee") if Broker
78 produces a ready, willing and able buyer for the Property at the price and terms stated in this Agreement, or later agreed upon by
79 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.
80 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
81 due to Seller's default or with Seller's consent, Seller shall remain obligated to pay Broker the Fee.

82 In addition, Seller shall pay Broker the Fee if the Property is sold, leased, exchanged, conveyed, or otherwise transferred to an
83 Identified Buyer within ___ days after the termination or expiration of this Agreement (the "Protection Period"). An "Identified Buyer"
84 is any person or entity with whom Broker has provided information, shown, exchanged correspondence, negotiated or exposed the
85 Property and whose name is listed in a written notice provided to Seller by Broker prior to the expiration or termination of this
86 Agreement. Notwithstanding the foregoing, Seller shall not be obligated to pay the Fee if Seller and another licensed real estate
87 broker execute a valid exclusive listing agreement during the Protection Period and the sale, lease, exchange, conveyance or transfer of
88 the Property is made during the Protection Period.

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

Seller's Initials _____

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

104 9. **HOME BUYER PROTECTION PLANS:** Seller acknowledges the availability of Home Buyer Protection Plans:
105 **(please initial one)**

106 Yes _____ Seller chooses to provide such coverage and acknowledges receipt of a home protection policy
107 application from_____. Seller acknowledges that Broker may be
108 paid an administrative fee.
109 No _____ Seller does not choose to provide such coverage at this time.

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

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

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

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

132 **(please initial one)** Yes _____ No _____

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

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

Seller's Initials _____

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

142 14. MISCELLANEOUS:
143
144
145
146

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

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

153 17. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the parties and supersedes any previously
154 executed contracts and representations, verbal or written.

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

157 Seller acknowledges receipt of a copy of this Agreement.

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

| | | | |
|--|------------------|-------|-----------------|
| 161 _____ | _____ | _____ | _____ |
| 162 Brokerage Firm | Seller | | Date |
| 163 By: _____ | _____ | _____ | _____ |
| 164 (Agent's Signature) Date | Seller | | Date |
| 165 _____ | _____ | _____ | _____ |
| 166 Brokerage Firm's Address | Seller's Address | | |
| 167 _____ | _____ | _____ | _____ |
| 168 Brokerage Firm's Phone Agent's Fax | Work Phone | | Home/Cell Phone |
| 169 _____ | _____ | _____ | _____ |
| 170 Agent's e-mail Agent's Cell | Seller's e-mail | | |

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