

EXCLUSIVE RIGHT TO SELL LISTING AGREEMENT - RESIDENTIAL

SELLER AGENCY

ALLIANCE

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

is exclusive and irrevocable for the period beginning \_\_\_\_\_ and ending \_\_\_\_\_ (the “Term”).

LEGAL DESCRIPTION \_\_\_\_\_

The Property is offered for sale for (\$ \_\_\_\_\_) \_\_\_\_\_ dollars (the “Purchase Price”) on the following terms: A. \_\_\_\_\_ Cash B. Loan: \_\_\_\_\_ Conventional \_\_\_\_\_ Assumption \_\_\_\_\_ FHA \_\_\_\_\_ VA (Seller understands 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 Seller.) C. \_\_\_\_\_ Seller Carry on the following terms: \_\_\_\_\_

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

Sale of the Property shall exclude the following:

1. LISTING SERVICES: Seller authorizes Broker to:

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

Offer Cooperation to: Offer Compensation to:
Buyer’s Agents Yes \_\_\_\_\_ No \_\_\_\_\_ Buyer’s Agents Yes \_\_\_\_\_ No \_\_\_\_\_
Transaction Brokers Yes \_\_\_\_\_ No \_\_\_\_\_ Transaction Brokers Yes \_\_\_\_\_ No \_\_\_\_\_

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

2. BROKER AGREES TO: Perform the terms of this Agreement, promote the interests of the Seller with the utmost good faith, loyalty and fidelity, including presenting all offers, counteroffers and back-up offers in a timely manner. Upon Seller’s execution of a contract, Broker will not be obligated to continue marketing the Property, but will submit to Seller any offers received and update the status of the Property per the South Central Kansas MLS (“SCK MLS”) guidelines. Broker will:

- A. Market the Property at Broker’s expense, unless otherwise agreed to in writing.
B. 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 been so advised, no cause of action for any person shall arise against the Broker pertaining to such material matters.
C. Disclose to any customer and Seller any facts actually known by Broker, related to the physical condition of the Property, that were omitted from or 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 for the benefit of a customer or to independently verify the accuracy or completeness of any statements made by the Seller or any qualified third party.

Seller’s Initials \_\_\_\_\_

- 46 D. Account in a timely manner for all money and property received.
- 47 E. Comply with all requirements of the Brokerage Relationships in Real Estate Transactions Act of Kansas (the "Act") and rules
- 48 and regulations adopted under the Act, comply with any applicable federal, state and local laws, rules, regulations and
- 49 ordinances, including fair housing and civil rights statutes and rules and regulations.
- 50 F. Not to disclose any confidential information about the Seller unless disclosure is required by statute, rule or regulation, or
- 51 unless failure to disclose would constitute fraudulent misrepresentation. No cause of action for any person shall arise against
- 52 the Broker for making any required or permitted disclosure.
- 53 G. Disclose to any customer all adverse material facts actually known by the Broker, including but not limited to: environmental
- 54 hazards affecting the Property which are required by law to be disclosed, the physical condition of the Property, any
- 55 material defects in the Property or title thereto, or any material limitations on the Seller's ability to perform under the terms
- 56 of the contract.

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

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

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

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

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

72 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

73 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

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

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

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

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

78 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.

79 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

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

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

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

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

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

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

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

87 the Property is made during the Protection Period.

88 7. **BROKERAGE RELATIONSHIP DISCLOSURE:** Seller acknowledges receiving the "Real Estate Brokerage Relationships" brochure.

89 Seller understands and agrees that as part of the marketing of the Property, Broker may be showing buyers properties other than the

90 Property and providing buyers with information on selling prices in the area. Seller understands that Broker may show alternative

91 properties not owned by Seller to buyers and may list competing properties for sale without breaching any duty or obligation to Seller.

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

92 8. **TRANSACTION BROKER:** Seller acknowledges that Broker may have clients who have retained Broker to represent them as a buyer  
93 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  
94 a position of representing both buyer and Seller in that transaction unless Designated Agents have been appointed pursuant to  
95 paragraph 9. Such representation would constitute dual agency, which is illegal in Kansas. With the informed written consent of both  
96 buyer and Seller, Broker may act as a Transaction Broker. As a Transaction Broker, Broker would assist the parties with the real estate  
97 transaction without being an agent or advocate for the interests of either party.

98 **Seller consents** to Transaction Brokerage, subject to both buyer and Seller signing a Transaction Broker Addendum to their agency  
99 agreement with Broker, which must be signed by the buyer prior to writing an offer to purchase the Property and by Seller prior to  
100 signing the purchase contract.

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

102 9. **DESIGNATED AGENCY:** A Designated Agent is a real estate licensee affiliated with a Broker who has been designated by the Broker,  
103 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  
104 affiliated licensees.

105 A. **If a Designated Agent is not appointed to represent Seller,** Seller understands that although a Designated Agent is not  
106 appointed to represent Seller, another licensee with Broker's firm may act as a Designated Agent for a buyer who may be  
107 interested in Seller's Property. If another licensee with Broker's firm acts as a Designated Agent for a buyer in the sale of  
108 Seller's Property, Seller understands:

- 109 1. The supervising Broker (or branch Broker, if applicable) will act as a Transaction Broker and will not advocate for  
110 the interests of either party, and will not, without prior consent of both parties, disclose any information or  
111 personal confidences about a party, which might place the other party at an advantage. The supervising Broker  
112 (or branch Broker, if applicable) may appoint an affiliated licensee to act in the transaction as a Transaction  
113 Broker.
- 114 2. The Designated Agent for the buyer will perform all of the duties of a Buyer's Agent and will be the buyer's legal  
115 agent to the exclusion of all other licensees in the Broker's firm.
- 116 3. All other licensees affiliated with the firm will represent Seller in the sale of Seller's Property and will perform all  
117 of the duties of a Seller's Agent. Seller consents to a Designated Agent from the Broker's firm representing a  
118 buyer in the sale of Seller's Property.

119 (please initial one) Yes \_\_\_\_\_ No \_\_\_\_\_ N/A \_\_\_\_\_

120 B. **If a Designated Agent is appointed to represent Seller,** Seller understands:

- 121 1. The Designated Agent will perform all of the duties of a Seller's Agent and will be Seller's legal agent to the  
122 exclusion of all other licensees in the Broker's firm.
- 123 2. Another licensee with the Broker's firm may act as a Designated Agent for the buyer in the sale of Seller's  
124 Property.
- 125 3. The supervising Broker (or branch Broker, if applicable), will act as a Transaction Broker, and will not advocate for  
126 the interests of either party and will not, without prior consent of both parties, disclose any information or  
127 personal confidences about a party, which might place the other party at an advantage. The supervising Broker  
128 (or branch Broker, if applicable) may appoint an affiliated licensee to act in the transaction as a Transaction  
129 Broker.
- 130 4. If the Designated Agent for the Seller is also the Designated Agent of a buyer who is interested in Seller's Property,  
131 the Designated Agent cannot represent both Seller and buyer. With the informed consent of both buyer and  
132 Seller, the Designated Agent may act as a Transaction Broker and assist the parties with the real estate transaction  
133 without being an agent or advocate for the interests of either party.
- 134 5. If a buyer client of a Designated Agent wants to see a property which was personally listed by the supervising  
135 Broker, the supervising Broker, with the written consent of Seller, may specifically designate an affiliated licensee  
136 who will act as a Designated Agent for Seller. Seller consents to a Designated Agent relationship.

137 (please initial one) Yes \_\_\_\_\_ No \_\_\_\_\_ N/A \_\_\_\_\_

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

138 If applicable, Broker, or Broker's authorized representative, hereby designates \_\_\_\_\_  
139 \_\_\_\_\_ to act as Designated Agent on Seller's behalf.

140 Pursuant to paragraph 8, **Seller consents** to the above-named Designated Agent acting as a Transaction Broker in the event  
141 the Designated Agent is also the Designated Agent for a buyer, subject to both buyer and Seller signing a Transaction Broker  
142 Addendum to their agency agreement with Broker, which must be signed by the buyer prior to writing an offer to purchase  
143 the Property, and by Seller prior to signing the purchase contract.

144 (please initial one) Yes \_\_\_\_\_ No \_\_\_\_\_ N/A \_\_\_\_\_

145 10. **HOME BUYER PROTECTION PLANS:** Seller acknowledges the availability of Home Buyer Protection Plans:  
146 (please initial one)

147 Yes \_\_\_\_\_ Seller chooses to provide such coverage and acknowledges receipt of a home protection policy  
148 application from \_\_\_\_\_. Seller acknowledges that Broker may be  
149 paid an administrative fee.  
150 No \_\_\_\_\_ Seller does not choose to provide such coverage at this time.

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

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

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

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

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

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

- 175 A. \_\_\_\_\_ Seller does NOT authorize the Broker to submit and market the Property on any internet websites.  
176 B. \_\_\_\_\_ Seller does NOT authorize the display of the Property address on any internet website.  
177 C. \_\_\_\_\_ Seller does NOT authorize the display of unedited comments or reviews of the Property (or the  
178 display of a hyperlink to such comments or reviews) on any SCK MLS User's internet website.  
179 D. \_\_\_\_\_ Seller does NOT authorize the display of an automated estimate of the market value of the  
180 Property (or a hyperlink to such estimate) on any SCK MLS User's internet website.

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

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

183 15. MISCELLANEOUS:

184  
185  
186  
187  
188  
189  
190

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

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

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

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

201 Seller acknowledges receipt of a copy of this Agreement.

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

205 _____	_____	_____	_____
206 Brokerage Firm	Seller		Date
207 By: _____	_____	_____	_____
208 (Agent's Signature) Date	Seller		Date
209 _____	_____	_____	_____
210 Brokerage Firm's Address	Seller's Address		
211 _____	_____	_____	_____
212 Brokerage Firm's Phone Agent's Fax	Work Phone		Home/Cell Phone
213 _____	_____	_____	_____
214 Agent's e-mail Agent's Cell	Seller's e-mail		

This form is approved by legal counsel for REALTORS® of South Central Kansas exclusively for use by members of REALTORS® of South Central Kansas and other authorized REALTORS®. No warranty is made or implied as to the legal validity or adequacy of this form, or that its use is appropriate for all situations. Copyright June 2016.