



December 2, 2024

Dear Broker,

The intent of this packet is to inform you of forms changes, which will go into effect January 1, 2025. The affected forms include the following:

Revised Form (new table format) – #2091, Seller’s Disclosure Statement

New Form – #2051, Additional Signature Page

Additionally, corresponding check boxes are inserted on the below list of contracts to reference the accompanying signature form:

- #2043, Special Sale Contract
- #2047, Listing Contract (Limited Agency)
- #2090, Residential Sale Contract
- #2118, Residential Lease
- #2124, Buyer’s Non-Exclusive Agency Contract
- #2125, Buyers/Exclusive Agency Contract
- #2127, Buyer’s Exclusive Transaction Brokerage Contract
- #2128, Buyer’s Non-Exclusive Transaction Brokerage Contract
- #2169, Transaction Brokerage Listing Contract

Reminder of forms expiring on December 31, 2024:

- #2049, Disclosure of Information and Acknowledgement of Lead Based Paint &/or Lead Based Paint Hazards, 01/20 - **07/24 Valid**
- #2119, Pre-1978 Housing Rental and Leases Disclosure of Information Lead Based Paint and/or Lead Based Paint Hazards, 01/20 - **07/24 Valid**

Due to the nature of the changes to these forms, no training dates will be held.

Sincerely,

St. Louis REALTORS®
12777 Olive Blvd.
St. Louis, MO 63141
314.576.0033

This document has legal consequences.
If you do not understand it, consult your attorney.
The text of this form may not be altered in any manner
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Form # 2091 01/25

SELLER'S DISCLOSURE STATEMENT

Property Address : _____

Note: If Seller knows or suspects some condition which might lower the value of the property being sold or adversely affect Buyer's decision to buy the property, then Seller needs to disclose it. This statement will assist Buyer in evaluating the property being considered. Real estate brokers and agents involved in the sale do not inspect the property for defects, and they cannot guarantee the accuracy of the information in this form.

TO SELLER: Your truthful disclosure of the condition of your property gives you the best protection against future charges that you violated your legal obligation to Buyer by concealing a material defect(s), lead-based paint, use as a site for methamphetamine production or storage and/or any other disclosure required by law. Your knowledge of the property prior to your ownership may be relevant. In the case of a material defect, for example, if information that you possess indicates some persistent pattern of a problem not completely remedied, such information should be included in this disclosure in order to achieve full and honest disclosure. Your answers or the answers you fail to provide, either way, may have legal consequences, even after the closing of the sale. This questionnaire should help you meet your disclosure obligation, but it may not cover all aspects of your property. If you know of or suspect some condition which would substantially lower the value of the property, impair the health or safety of future occupants, or otherwise affect Buyer's decision to buy your property, then use the space at the end of this form to describe that condition.

TO BUYER: THIS INFORMATION IS A DISCLOSURE ONLY AND IS NOT INTENDED TO BE A PART OF ANY CONTRACT BETWEEN BUYER AND SELLER. If you sign a contract to purchase the property, that contract, and not this disclosure statement, will provide for what is to be included in the sale. So, if you expect certain items, appliances, or equipment included, you must specify them in the contract. Since these disclosures are based on the Seller's knowledge, you cannot be sure that there are, in fact, no problems with the property simply because the Seller is not aware of them. The answers given by the Seller are not warranties of the condition of the property. Thus, you should condition your offer on a professional inspection of the property. You may also wish to obtain a home protection plan/warranty. Due to the variety of insurance, requirements, products, and arrangements Buyer should contact appropriate party to determine insurance coverage needed. Conditions of the property that you can see on a reasonable inspection should either be taken into account in the purchase price or you should make the correction of these conditions by the Seller a requirement of the sale contract.

STATUTORY DISCLOSURES

Note: The following information, if applicable to the property, is required by federal or state law to be disclosed to prospective buyers. Local laws and ordinances may require additional disclosures.

LEAD-BASED PAINT	YES	NO	UNK
Is there a residential dwelling on the property built prior to 1978? If "Yes," 42 U.S.C. 4852d and EPA regulations promulgated pursuant thereto require that a completed Disclosure of Information and Acknowledgement Lead Based Paint and/or Lead-Based Paint Hazards form (Form #2049) must be signed by Seller and any involved real estate licensee(s) and given to any potential buyer.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
METHAMPHETAMINE	YES	NO	UNK
Are you aware if the Property is or was used as a site for methamphetamine production or the place of residence of a person convicted of a crime involving methamphetamine or a derivative controlled substance related thereto? If "Yes," §442.606 RSMo requires you to disclose such facts in writing.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Please explain any "Yes" answers you gave in this section:			
WASTE DISPOSAL SITE OR DEMOLITION LANDFILL (permitted or unpermitted)	YES	NO	UNK
Are you aware of any permitted or unpermitted solid waste disposal site or demolition landfill on the property? If "Yes," Section 260.213 RSMo requires Seller to disclose the location of any such site on the Property. Note: If Seller checks "Yes," Buyer may be assuming liability to the State for any remedial action at the property.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Please explain any "Yes" answers you gave in this section:

RADIOACTIVE OR HAZARDOUS MATERIALS

	YES	NO	UNK
Have you ever received a report stating affirmatively that the Property is or was previously contaminated with radioactive material or other hazardous material? If "Yes," §442.055 RSMo requires you to disclose such knowledge in writing. Please provide such information, including a copy of such report, if available.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Please explain any "Yes" answers you gave in this section:

ADDITIONAL DISCLOSURES

Lead-Based Paint

	YES	NO	UNK
Are you aware of the presence of any lead hazards (such as paint, water supply lines, etc.) on the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Are you aware if it has ever been covered or removed?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Are you aware if the property has been tested for lead?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Please explain any "Yes" answers you gave in this section including test date, type of test and results:

Radon

	YES	NO	UNK
Are you aware if the property has been tested for radon gas?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Are you aware if the property has ever been mitigated for radon gas?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Please explain any "Yes" answers you gave in this section:

Mold

	YES	NO	UNK
Are you aware of the presence of any mold on the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Are you aware of anything with mold on the property that has ever been covered or removed?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Are you aware if the property has ever been tested for the presence of mold?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Please explain any "Yes" answers you gave in this section:

Asbestos Materials

	YES	NO	UNK
Are you aware of the presence of asbestos materials on the property, such as roof shingles, siding, insulation, ceiling, flooring, pipe wrap, etc.?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Are you aware of any asbestos material that has been encapsulated or removed?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Are you aware if the property has been tested for the presence of asbestos?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Please explain any "Yes" answers you gave in this section:

Other Environmental Concerns

	YES	NO	UNK
Are you aware of any other environmental concerns that may affect the property such as polychlorinated biphenyls (PCB's), electro-magnetic fields (EMF's), underground fuel tanks, unused septic or storage tanks, etc.?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Please explain any "Yes" answers you gave in this section:

SUBDIVISION, CONDOMINIUM, VILLA, CO-OP, OR OTHER SHARED COST DEVELOPMENT (if applicable)

Development Name			
Contact Name		Phone #	
Type of Property (check all that apply)	<input type="checkbox"/> Single Family <input type="checkbox"/> Multi-Family <input type="checkbox"/> Condominium <input type="checkbox"/> Townhome <input type="checkbox"/> Villa <input type="checkbox"/> Co-op		
Mandatory Assessment #1	\$ _____ per	<input type="checkbox"/> Monthly	<input type="checkbox"/> Quarterly <input type="checkbox"/> Semi-Annual <input type="checkbox"/> Annual <input type="checkbox"/> Other
Mandatory Assessment #2	\$ _____ per	<input type="checkbox"/> Monthly	<input type="checkbox"/> Quarterly <input type="checkbox"/> Semi-Annual <input type="checkbox"/> Annual <input type="checkbox"/> Other
Mandatory Assessment(s) include:	<input type="checkbox"/> entrance sign/structure <input type="checkbox"/> street maintenance <input type="checkbox"/> common ground <input type="checkbox"/> snow removal specific to dwelling <input type="checkbox"/> snow removal common area <input type="checkbox"/> landscaping of common area <input type="checkbox"/> landscaping specific to dwelling <input type="checkbox"/> reception facility <input type="checkbox"/> clubhouse <input type="checkbox"/> pool <input type="checkbox"/> tennis court <input type="checkbox"/> exercise area <input type="checkbox"/> water <input type="checkbox"/> sewer <input type="checkbox"/> trash removal <input type="checkbox"/> doorman <input type="checkbox"/> cooling <input type="checkbox"/> heating <input type="checkbox"/> security <input type="checkbox"/> elevator <input type="checkbox"/> some insurance <input type="checkbox"/> real estate taxes <input type="checkbox"/> other common facility _____ <input type="checkbox"/> assigned parking space(s): how many _____ identified as _____ <input type="checkbox"/> other specific item(s): _____ <input type="checkbox"/> Dwelling exterior maintenance covered by Assessment: _____		

	YES	NO	UNK
Does the property have an ice-maker supply line?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Is property equipped with a Lawn Irrigation System? If yes, please provide date of last backflow device inspection certificate.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Are you aware of any problems or repairs needed in the plumbing system?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Does property have a Swimming Pool/Spa/Hot Tub? (If "Yes," attach Form #2180, Pool/Spa/Pond/Lake Addendum to Seller's Disclosure Statement.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Please explain any "Yes" or "Other" answers you gave in this section:			
WATER (If well exists, attach Form #2165, Septic/Well Addendum to Seller's Disclosure Statement)			
What is the source of your drinking water? <input type="checkbox"/> Public <input type="checkbox"/> Community <input type="checkbox"/> Well <input type="checkbox"/> Other			
If well, when was the water last tested? Is test documented? <input type="checkbox"/> Yes or <input type="checkbox"/> No. If yes, please provide documentation.			
Do you have a water softener? <input type="checkbox"/> Yes or <input type="checkbox"/> No. If yes, is it <input type="checkbox"/> Owned or <input type="checkbox"/> Leased. If leased, provide lessor and cost below.			
	YES	NO	UNK
Are you aware of any problems relating to the water system including the quality or source of water or any components such as the curb stop box?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Please explain any "Yes" answers you gave in this section and water softener lease information if applicable :			
SEWERAGE (If Septic or Aerator exists, attach Form #2165, Septic/Well Addendum to Seller's Disclosure Statement)			
What is the type of sewerage system to which the house is connected? <input type="checkbox"/> Public <input type="checkbox"/> Private <input type="checkbox"/> Septic <input type="checkbox"/> Aerator <input type="checkbox"/> Other If Other, please explain:			
If septic/aerator, when was system last serviced?			
	YES	NO	UNK
Is there a sewerage lift system?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Is there a sewerage grinder system?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Are you aware of any leaks, backups, open drain lines or other problems relating to the sewerage system?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Please explain any "Yes" answers you gave in this section:			
ELECTRICAL (Note: Certain types of electrical panels have been subject to recall)			
Type of Service Panel(s):			
Panel 1: Amps Brand <input type="checkbox"/> Circuit Breakers <input type="checkbox"/> Fuses <input type="checkbox"/> Other			
Panel 2: Amps Brand <input type="checkbox"/> Circuit Breakers <input type="checkbox"/> Fuses <input type="checkbox"/> Other			
Panel 3: Amps Brand <input type="checkbox"/> Circuit Breakers <input type="checkbox"/> Fuses <input type="checkbox"/> Other			
Type of Wiring:			
Panel 1: <input type="checkbox"/> Copper <input type="checkbox"/> Aluminum <input type="checkbox"/> UNK <input type="checkbox"/> Other			
Panel 2: <input type="checkbox"/> Copper <input type="checkbox"/> Aluminum <input type="checkbox"/> UNK <input type="checkbox"/> Other			
Panel 3: <input type="checkbox"/> Copper <input type="checkbox"/> Aluminum <input type="checkbox"/> UNK <input type="checkbox"/> Other			
	YES	NO	UNK
Are you aware of any problems or repairs needed in the electrical system?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Are you aware of any of the panels in services in the property being subject to recall or otherwise out of date?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Please explain any "Yes" answers you gave in this section:			
CONSTRUCTION			
The property was originally constructed in: _____ . Seller has occupied property from _____ to _____ .			
List all significant additions, modifications, renovations, & alterations to the property during your ownership below:			
	YES	NO	UNK
Were required permits obtained for the work described above?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Please explain any "No" answers you gave in this section:			

FOUNDATION			
Type of Foundation: <input type="checkbox"/> Concrete <input type="checkbox"/> Cinder Block <input type="checkbox"/> Stone <input type="checkbox"/> Wood <input type="checkbox"/> Other:			
	YES	NO	UNK
Are you aware of any problems or issues with foundation?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Are you aware of any problems with the footing, foundation walls, sub-floor, interior and exterior walls, roof construction, decks/porches or other load bearing components?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Are you aware of any movement, shifting, deterioration, or other problems with walls, foundations, crawl space or slab?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Are you aware of cracks or flaws in the walls, ceilings, foundations, concrete slab, crawl space, basement floor or garage?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Are you aware of any repairs to any of the building elements listed above?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Were required permits obtained for any repairs described above?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Please explain any "Yes" answers you gave in this section, including location, extent, date and name of the person/company who did the repair or control effort:			
BASEMENT AND CRAWL SPACE (Complete only if applicable)			
	YES	NO	UNK
Is the home equipped with a sump pit?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Is the home equipped with a sump pump?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Are you aware of any issues with sump pit(s) & pump(s)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Are you aware of any dampness, water accumulation or leakage, in the basement or crawl space or slab?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Are you aware of any repairs or other attempts to control any water or dampness problem in the basement or crawl space?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Please explain any "Yes" answers you gave in this section:			
ROOF, GUTTERS AND DOWNSPOUTS			
	YES	NO	UNK
What is the approximate age of the roof? _____ Is it documented? If yes, please provide documentation.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Are you aware of any active leaks to the roof?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Has the roof ever leaked during your ownership?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Has the roof been repaired, recovered or any portion of it replaced or recovered during your ownership?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Are you aware of any problems with the roof, gutters or downspouts?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Does the property have multiple layers of roofing currently installed on any portion of the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Please explain any "Yes" answers you gave in this section and attach any documentation:			
PESTS/TERMITES/WOOD DESTROYING INSECTS			
	YES	NO	UNK
Are you aware of any pests, rodents or termites/wood destroying insects impacting the property and improvements?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Are you aware of any uncorrected damage to the property caused by above?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Are you aware of any control reports for the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Are you aware of any control treatments to the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Is your property currently under a warranty contract by a licensed pest/termite control company? If so, when does it expire and what is the renewal costs?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Please explain any "Yes" answers you gave in this section:			
SOIL AND DRAINAGE			
	YES	NO	UNK
Are you aware of any fill, expansive soil or sinkholes on the property or that may affect the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Are you aware of any soil, earth movement, flood, drainage or grading problems on the property or that may affect the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Are you aware of any past, present or proposed mining, strip-mining, or any other excavations on the property or that may affect the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Are you aware of any Post-construction Stormwater Best Management Practices (BMPs) on the property? (BMPs are private stormwater management facilities which include a recorded formal Maintenance Agreement with the Metropolitan Sewer District, e.g., retention ponds, rain gardens, sand filters, permeable pavement)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Please explain any "Yes" answers you gave in this section:			

SURVEY AND ZONING			YES	NO	UNK
Do you have a survey of the property? If yes, please attach.			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Does the survey include all existing improvements on the property?			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Are you aware of any shared or common features with adjoining properties?			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Are you aware of any rights of way, unrecorded easements, or encroachments, which affect the property?			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Is any portion of the property located within the 100-year flood hazard area (flood plain)?			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Are you aware of any violations of local, state, or federal laws/regulations, including zoning, relating to the property?			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Please explain any "Yes" answers you gave in this section:					
INSURANCE			YES	NO	UNK
Are you aware of any claims that have been filed for damages to the property? (i.e., roof, flood, fire, casualty, etc.)			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
If "Yes," please provide the following information for each claim: date of claim, description of claim, repairs and/or replacements completed.					
APPLIANCES/EQUIPMENT (Seller is not agreeing that all items are being offered for sale; mark N/A if not applicable)					
Range/Stove	<input type="checkbox"/> N/A	Age	<input type="checkbox"/> Gas	<input type="checkbox"/> Electric	
Oven	<input type="checkbox"/> N/A	Age	<input type="checkbox"/> Gas	<input type="checkbox"/> Electric	
Cooktop	<input type="checkbox"/> N/A	Age	<input type="checkbox"/> Gas	<input type="checkbox"/> Electric	
Outdoor Grill	<input type="checkbox"/> N/A	Age	<input type="checkbox"/> Gas	<input type="checkbox"/> Electric	
Dryer Hookup	<input type="checkbox"/> N/A		<input type="checkbox"/> Gas	<input type="checkbox"/> Electric	
Built in Microwave	<input type="checkbox"/> N/A	Age			
Built in Refrigerator	<input type="checkbox"/> N/A	Age			
Dishwasher	<input type="checkbox"/> N/A	Age			
Garbage Disposal	<input type="checkbox"/> N/A	Age			
Trash Compactor	<input type="checkbox"/> N/A	Age			
Electric Pet Fence	<input type="checkbox"/> N/A	# of collars			
Gas Powered Exterior Lights	<input type="checkbox"/> N/A	# of lights			
Security System/Cameras	<input type="checkbox"/> N/A		<input type="checkbox"/> Owned	<input type="checkbox"/> Leased	
			YES	NO	UNK
Are you aware of any items in this section in need of repair or replacement?			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Please explain any "Yes" answers you gave in this section:					
MISCELLANEOUS			YES	NO	UNK
Has the property been continuously occupied during the last twelve months?			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Is the property located in an area that requires any compliance inspection(s) including municipality, conservation, fire district or any other required governmental authority?			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Is the property located in an area that requires any specific disclosure(s) from the city or county?			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Is the property designated as a historical home or located in a historic district?			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Is property tax abated? If yes, attach documentation from taxing authority.			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Are you aware of any pets having been kept in or on the property?			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Is the Buyer being offered a protection plan/home warranty at closing at Seller's expense?			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Are you aware of any inoperable windows or doors, broken thermal seals, or cracked/broken glass?			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Are you aware if carpet has been laid over a damaged wood floor?			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Are you aware of any existing or threatened legal action affecting the property?			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Are you aware of any consent required of anyone other than the signer(s) of this form to convey title to the property?			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

ADDITIONAL COMMENTS	

Seller attaches the following document(s): _____

SELLER'S ACKNOWLEDGEMENT:

Seller acknowledges that he has carefully examined this statement and that it is complete and accurate to the best of Seller's knowledge. Seller agrees to immediately notify listing broker in writing of any changes in the property condition. Seller authorizes all brokers and their licensees to furnish a copy of this statement to prospective Buyers.

_____	_____	_____	_____
SELLER SIGNATURE	DATE	SELLER SIGNATURE	DATE
_____	_____	_____	_____
Seller Printed Name		Seller Printed Name	

BUYER'S ACKNOWLEDGEMENT:

Buyer acknowledges having received and read this Seller's Disclosure Statement. Buyer understands that the information in this Seller's Disclosure Statement is limited to information of which Seller has actual knowledge. Buyer should verify the information contained in this Seller's Disclosure Statement, and any other important information provided by either Seller or broker (including any information obtained through the Multiple Listing Service) by an independent, professional investigation of his own. Buyer acknowledges that broker is not an expert at detecting or repairing physical defects in property.

_____	_____	_____	_____
BUYER SIGNATURE	DATE	BUYER SIGNATURE	DATE
_____	_____	_____	_____
Buyer Printed Name		Buyer Printed Name	

This document has legal consequences.
If you do not understand it, consult your attorney.
The text of this form may not be altered in any manner
without written acknowledgement of all parties.

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Form # 2051 01/25

ADDITIONAL SIGNATURE PAGE

1 Note: This additional signature page is available for use when a document does not have enough space to accommodate the signatures
2 of all parties to a transaction. Complete as required for each form and other related documents.

3 In reference to and as part of _____ (specify document)

4 PROPERTY: _____

5 Check the appropriate box(es) to indicate the applicable party/parties signing:

- 6 Buyer Seller
7 Tenant Landlord

8

9 **SIGNATURE** **TIME and DATE**

SIGNATURE **TIME and DATE**

10 Printed Name

Printed Name

11
12 **SIGNATURE** **TIME and DATE**

SIGNATURE **TIME and DATE**

13
14 Printed Name

Printed Name

15
16 **SIGNATURE** **TIME and DATE**

SIGNATURE **TIME and DATE**

17
18 Printed Name

Printed Name

19
20 **SIGNATURE** **TIME and DATE**

SIGNATURE **TIME and DATE**

21
22 Printed Name

Printed Name

23
24 **SIGNATURE** **TIME and DATE**

SIGNATURE **TIME and DATE**

25
26 Printed Name

Printed Name

This document has legal consequences.
If you do not understand it, consult your attorney.
The text of this form may not be altered in any manner
without written acknowledgment of all parties.

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and those issued a use license by St. Louis REALTORS®

Form # 2043 ~~10/24~~ 01/25

SPECIAL SALE CONTRACT

DATE: _____

1 **Note: This contract does not have many clauses protecting Buyers included in the Residential Sale Contract, Form #2090. It**
2 **should normally be used only for the sale of property without provision for building, termite, environmental, gas, municipal,**
3 **insurability, and other inspections. Regardless of whether Seller’s Disclosure Form is to be provided, Seller is still obligated to**
4 **comply with Federal and State laws which require disclosure of certain defects, hazardous conditions and adverse material facts.**

5 **1. PARTIES AND PROPERTY.**

6 _____, Buyer(s), agrees to purchase from the
7 undersigned Seller, the following real property in the municipality of (if incorporated), _____, County of
8 _____, Missouri (legal description on Seller’s title to govern) being all the real property
9 Seller owns at said address: _____.

10 **2. INCLUSIONS AND EXCLUSIONS.**

11 The purchase price includes all existing improvements on the property (if any) and appurtenances, fixtures and equipment (which
12 Seller guarantees to own free and clear) including:

13 **Note: To avoid any misunderstanding, the parties are urged to list as “included” or “excluded” any items which may be subject**
14 **to question or unclear as to being considered a “fixture” such as electronic equipment. The purchase price includes all existing**
15 **improvements on the property (if any) and appurtenances, fixtures and equipment (which Seller guarantees to own free and**
16 **clear) including:**

17 In addition, the following items are included: _____

18 The following items are excluded: _____

19 _____

20
21 **3. PURCHASE PRICE/CONCESSIONS/EARNEST MONEY**

22 \$ _____ is the total purchase price.

23 \$ _____ AND _____ % of purchase price (\$0 if none stated) shall be credited by Seller at Closing towards Buyer’s
24 closing costs, prepaids, points, Buyer’s broker compensation, and other fees allowed by lender.

25 \$ _____ AND _____ % of purchase price (\$0 if none stated) shall be paid by Seller at Closing directly to Selling
26 Broker to help satisfy the compensation buyer is obligated to pay Selling Broker (Attach Broker Compensation
27 Rider (Form #2109) and/or other compensation agreement). This is in addition to any credit at Closing listed
28 above.

29 \$ _____ earnest money (\$0 if none stated) (check one) received for delivery to OR to be delivered to
30 _____ escrow agent within _____ days (5 days if
31 none stated) after “Acceptance Deadline” date. Selling Broker to be escrow agent if none specified above.

32 \$ _____ additional earnest money (\$0 if none stated) to be delivered to escrow agent within _____ days
33 after the “Acceptance Deadline” date (15 days if none stated) or _____.

34 Total purchase price, including any adjustments set forth in this contract, less, any amount of Seller financing or of Seller’s loan
35 being assumed as stipulated in this contract, if applicable, is to be paid at Closing, by cashier’s check, wire transfer or any form
36 acceptable to closing agent.

37 **4. METHOD OF FINANCING.**

38 **Note: If Buyer’s lender or Closing agent cannot fulfill their obligations under the Dodd-Frank Wall Street Reform and**
39 **Consumer Protection Act and the regulations promulgated by the Consumer Financial Protection Bureau, it may be**
40 **necessary for the Buyer to request Seller to agree to an extension of the Closing Date.**

41 **Not Contingent Upon Financing.** This contract is not contingent upon financing; however, Buyer reserves the right to finance
42 any portion of the purchase price.

_____/_____/_____
BUYER BUYER Initials BUYER and SELLER acknowledge they have read this page _____/
SELLER SELLER

43 **Contingent Upon Financing.** Buyer agrees to do all things necessary, including, but not limited to the execution of a loan
44 application and other instruments, the payment to the lender of the credit report, appraisal and any other required fees, and to
45 otherwise cooperate fully in order to obtain the financing described below. If Buyer does not deliver written notice, provided
46 by Buyer's lender, to Seller or Listing Broker, of Buyer's inability to obtain a loan approval on the terms described below on
47 or before _____ (or 30 days after the "Acceptance Deadline" date if none stated) (the Loan
48 Contingency Date) then this condition shall be deemed waived and Buyer's performance under this contract shall thereafter
49 not be conditioned upon Buyer's obtaining financing. If lender will not give Buyer such written notice then Buyer may directly
50 notify Seller or Listing Broker (on or before the Loan Contingency Date) by providing a notarized affidavit that Buyer has
51 complied with all of the terms of this paragraph and that despite request, Buyer was unable to obtain such written notice from
52 lender. If Buyer has complied with the terms of this paragraph and has timely provided written notice to Seller or Listing Broker
53 of Buyer's inability to obtain the loan approval, then this contract shall be terminated with earnest money to be returned to
54 Buyer, subject to paragraph 12.

55 **Note: If Loan Contingency Date passes without written notice as outlined above, Buyer remains obligated under this**
56 **contract. Therefore, Buyer should be certain that he will have the funds to close. If Buyer's performance under this**
57 **contract is to be independently conditioned upon the property appraising at a specified value, then Buyer should**
58 **complete and attach to this contract an appropriate appraisal rider.**

59 Loan amount: _____ % of the purchase price **OR** \$ _____
60 Initial interest rate not to exceed: _____ %. Amortization term: _____ years.
61 Other terms (none if blank): _____
62 LOAN TYPE: (Check applicable) Conventional FHA VA Other: _____
63 RATE TYPE: (Check applicable) Fixed Rate Adjustable Rate Other: _____

64 **5. CLOSING AND POSSESSION.**

65 **Note: All parties are encouraged to use the same title company to reduce risk. If Seller does not close at the same title**
66 **company as Buyer, or Seller's choice of title company does not have a common underwriter with Buyer's title company,**
67 **then Seller will be required to sign a Notice of Closing or Settlement Risk acknowledging that their settlement funds are**
68 **not protected by the title insurance underwriter.**

69 The "Closing" is the exchange of the Seller's deed for the total purchase price. Seller shall be deemed to have received funds when
70 funds are received by Seller or Seller's title company. The Closing of this sale shall take place on
71 _____ or any other date that both parties agree in writing. Buyer will close at
72 _____, the title company which provides title insurance. Regardless of who closes
73 for Buyer, Seller may close at the title company of choice. Title will pass when the sale is closed. Seller to deliver possession of
74 the property and keys to Buyer no later than (check one only): Closing **OR** _____ m (time) of _____
75 (date) **but in no event prior to Closing as defined above. All parties agree to sign Closing documents at a time that facilitates**
76 **this possession. Note: If possession is to be delivered on a day other than Closing, as defined above, parties should complete**
77 **the appropriate rider.** Deed as directed by Buyer. Except for tenants lawfully in possession, Seller warrants that the property will
78 be vacant and free of personal property (except as otherwise provided herein) and debris, at time of possession and delivered to
79 Buyer in its same condition (together with any improvements or repairs required by this contract), ordinary wear and tear excepted,
80 as it was on the date of this contract. Buyers should change locks and codes following possession. Buyer and Seller authorize title
81 company and/or Closing agent to release to broker(s) signed copies of the Closing statements. **Note: Parties are cautioned to**
82 **always call to confirm instructions before sending any funds via wire transfer.**

83 **6. TITLE AND SURVEY.**

84 Seller shall transfer title to Buyer by general warranty deed (or fiduciary deed, where applicable), subject to the following:
85 a) zoning regulations; b) leases and occupancy of tenants existing on the date contract is executed by Buyer and disclosed to Buyer
86 in writing before execution of contract by Buyer; c) general taxes payable in the current year and thereafter; d) any lien or
87 encumbrance created by or assumed by Buyer in writing or any easement accepted by Buyer in writing; e) subdivision, use and
88 other restrictions, rights of way and utility easements, all of record, which do not adversely affect the use of the property as it exists
89 for residential purposes at the time of the contract.

90 **Check applicable box (whether "Seller to Order, Provide and Purchase Title" or "Buyer to Order, Provide and Purchase**
91 **Title").**

92 **Seller to Order, Provide and Purchase Title. Note: Any Seller paid title costs set forth below are in addition to any**
93 **Seller paid costs in Paragraph 3.**

94 Not later than _____ days (5 days if none stated) after the "Acceptance Deadline" date, Seller will order a commitment
95 for title insurance to be provided to the Buyer for both an Owner's policy of title insurance and for a lender's policy of title
96 insurance (if required by lender) in the latest ALTA form including mechanics lien coverage from the title company selected
97 in paragraph 5. Seller and Buyer authorize and direct the title company to furnish this commitment to the Selling Broker and
98 Listing Broker. Seller shall pay for the title insurance (including title premium and title service charges), at Closing, at a cost
99 not to exceed \$ _____. Buyer to pay title cost exceeding this amount.

100 **Buyer to Order, Provide and Purchase Title.**

101 Buyer may, at Buyer's option and expense, order a title examination and commitment to issue an Owner's and/or lender's policy
102 of title insurance in the latest ALTA form including mechanics lien coverage from the title company specified in paragraph 5.

103 **Note: This should be ordered promptly after contract acceptance in order to allow sufficient time to obtain and review**
104 **documents, and, if necessary, object to defects that may be discovered.**

105 Buyer may, at Buyer's option and expense, order a Boundary Survey and Improvement Location ("stake survey") or a Surveyor's
106 Real Property Report (SRPR) of the property to determine if there are any defects, encroachments, overlaps, boundary line or
107 acreage discrepancies, or other matters that would be disclosed on a survey.

108 **Note: A "stake survey" is generally required in order to obtain full survey coverage in an Owner's policy of title insurance.**
109 **A SRPR may or may not disclose all of the defects involving such matters as encroachments, overlaps, boundary line or**
110 **acreage discrepancies.**

111 If any defects are discovered as a result of the title examination, title commitment, or the survey, and if Buyer chooses to act on
112 this contingency, Buyer shall within _____ days (25 days if none stated) after the "Acceptance Deadline" date, furnish
113 a copy of the document evidencing the defect to Seller or Listing Broker stating, in writing, any title or survey defects that are 1)
114 unacceptable to Buyer; 2) not listed above; and 3) adversely affect the use of the property as it exists for residential purposes at
115 the time of the contract. Failure by Seller or Listing Broker to receive such objections to title or survey within such time will
116 constitute a waiver by Buyer of any objections to the title so long as Buyer is able to obtain at Closing, an Owner's title insurance
117 policy in the latest ALTA form including mechanics lien coverage. If Buyer does timely object to any title or survey defects, Seller
118 has five (5) days from receipt of Buyer's notice of objection by Seller or Listing Broker, to agree in writing to correct the defects
119 prior to Closing at Seller's expense. If Seller does not so agree, this contract is terminated unless Buyer, within two (2) additional
120 days, agrees in writing to accept the title and survey "as is". If the contract is terminated in accordance with the provisions of this
121 paragraph, Buyer's earnest money is to be returned, subject to paragraph 12 and Seller agrees to reimburse Buyer's cost to pay for
122 title, survey, inspection(s) and appraisal. Seller shall be responsible for clearing any defects that arise between the date of the
123 contract acceptance and Closing.

124 **Note: Easements, subdivision indentures, and government regulations may affect Buyer's intended use of the property.**
125 **Construction of improvements (for example: a room addition, fence or swimming pool), non-residential use of the property**
126 **(for example: use of a room for a business), or the right to keep certain vehicles or animals on the property, all may be**
127 **affected. Buyer is advised to review all easements, government regulations, and subdivision indentures before making an**
128 **offer to purchase the property if he plans these or similar uses. If Buyer requires assistance in reviewing easements, surveys,**
129 **indentures, or other matters affecting title or use of the property, Buyer should consult an attorney.**

130 **7. FRANCHISE DISCLOSURE.**

131 Although one or more of the Brokers may be a member of a franchise, the franchisor is not responsible for the acts of said Broker(s).

132 **8. ADJUSTMENTS AND CLOSING COSTS.**

133 Adjustments, charges, and Closing costs are agreed to be paid by the parties (subject to Rider #2135fha or #2135va and current
134 FHA and VA regulations) as follows:

135 **Buyer shall pay for (where applicable):**

- 136 • hazard insurance premium(s) and flood insurance premium, if required by lender;
- 137 • survey and title company charges (for example: Closing, recording, escrow, wire and closing protection letter fees) customarily paid by
- 138 • Buyer, subject to paragraph 8;
- 139 • any charges imposed by lender (for example: appraisal and credit report fees, loan discount points, loan origination fees,
- 140 funding fees, and other loan expenses), unless specifically agreed to be paid by Seller;
- 141 • building, termite, and environmental inspections;
- 142 • the fair market value of any heating oil or propane gas in tank(s) on the property at Closing, based on supplier's current charges;
- 143 • real estate compensation to broker per separate written agreement;
- 144 • municipal occupancy permit; and
- 145 • agreed upon repairs.

146 **Seller shall pay for (where applicable):**

- 147 • existing loans on property (if not assumed by Buyer);
- 148 • any expenses of Buyer's loan agreed to in paragraph 3;
- 149 • title company charges (for example: Closing, release, escrow, wire and closing protection letter fees) customarily paid by
- 150 Seller, subject to paragraph 8;
- 151 • special taxes and special assessments levied before Closing; and
- 152 • real estate compensation to broker per separate written agreement and/or the applicable terms in this Contract; ; and
- 153 • agreed upon repairs.

154 **Buyer and Seller shall have prorated and adjusted between them on the basis of thirty (30) days to the month as of the date**
155 **of Closing (Seller to pay for last day):**

- 156 • current rents whether collected or not by Seller (Seller to receive rent for day of Closing); rents which are delinquent over
- 157 thirty (30) days to be collected by Seller and not adjusted;
- 158 • general taxes (based on assessment and rate for current year, if both are available, otherwise based on previous year);

- 159 • district improvement assessments for current year; Buyer to pay thereafter;
160 • subdivision upkeep assessments and monthly condominium fee;
161 • interest (when Buyer assumes existing loan); and
162 • flat rate utility charges (including water, sewer, and trash).

163 **9. LOSS.**

164 Risk of loss to the improvements of the property shall be borne by the Seller until title is transferred. If any improvements covered
165 by this contract are damaged or destroyed, Seller shall immediately notify Buyer or Selling Broker in writing of the damage or
166 destruction, the amount of insurance proceeds payable, if any, and whether Seller intends to restore the property prior to Closing,
167 to its condition at the time of the contract. In the event Seller restores the property to its prior condition before scheduled Closing,
168 and provides Buyer with proof of the repairs, Buyer and Seller shall proceed with Closing. In the event the property is not to be
169 restored to its prior condition by the Seller before Closing, Seller shall immediately provide Buyer or Selling Broker with a copy
170 of any policies of insurance, the name and number of the agent for each of said policies, and written authorization (if needed) for
171 Buyer to communicate with the insurer. Buyer may either a) proceed with Closing and be entitled to the amount of insurance
172 proceeds relating to real property improvements, if any, payable to Seller under all policies insuring the improvements plus receive
173 a credit from the Seller at Closing in an amount equal to the deductible not covered by insurance, or b) terminate the contract,
174 thereby releasing all parties from liability hereunder. If all of the aforementioned insurance information is received by the Buyer
175 or Selling Broker more than ten (10) days prior to the scheduled Closing date, Buyer is to give written notification to Seller or
176 Listing Broker as to his election of (a) or (b) above within ten (10) days after the Buyer or Selling Broker's receipt of such
177 information; and if not received by Buyer or Selling Broker more than ten (10) days prior to the scheduled Closing date, Buyer
178 may, at Buyer's option and by written notice to Seller or Listing Broker, extend the Closing date up to ten (10) days, during which
179 time Buyer may make his election as to (a) or (b) above. Failure by Buyer to notify Seller shall constitute an election to terminate
180 the contract. If the contract is terminated in accordance with the provisions of this paragraph, Buyer's earnest money is to be
181 returned, subject to paragraph 12. Seller agrees to reimburse Buyer's cost to pay for title, survey, inspection(s) and appraisal.

182 **10. ASSIGNABILITY OF CONTRACT.**

183 This contract is assignable by Buyer, but not without the written consent of Seller if: a) Seller is taking back a note and deed of
184 trust as part of the purchase price, or b) Buyer is assuming the existing note. Assignment does not relieve the parties from their
185 obligations under this contract.

186 **11. MISCELLANEOUS PROVISIONS.**

187 Time is of the essence in the performance of the obligations of the parties. All references to a specified time shall mean Central
188 Time. This contract shall be binding on and for the benefit of the parties and their respective heirs, personal representatives,
189 executors, administrators or assigns. This contract shall be considered a contract for the sale of real property and shall be construed
190 in accordance with the laws of the State of Missouri. This contract constitutes the entire agreement between the parties hereto and
191 there are no other understandings, written or oral, relating to the subject matter hereof. The contract may not be changed, modified
192 or amended, in whole or in part, except in writing signed by all parties.

193 **12. EARNEST MONEY.**

194 Buyer and Seller agree that the earnest money received by the escrow agent in connection with this contract shall be deposited
195 within ten (10) banking days after the "Acceptance Deadline" date. Additional earnest money, if applicable, is to be deposited by
196 escrow agent within ten (10) banking days after receipt. Any earnest money received within ten (10) banking days prior to the
197 scheduled Closing date, shall be in the form of a cashier's check or any other form acceptable to the escrow agent. If sale is closed,
198 earnest money to apply to the purchase. If any earnest money is being returned to Buyer, Buyer agrees that any expenses for
199 services requested by Buyer may be withheld by escrow agent and paid to the applicable service provider(s). In the event of a
200 dispute over any earnest money held by the escrow agent, the escrow agent shall continue to hold said deposit in its escrow account
201 until: 1) escrow agent has a written release from all parties consenting to its disposition; or 2) until a civil action is filed to determine
202 its disposition (at which time payment may be made into court, and in such event, court costs and escrow agent's attorney fees
203 will be paid from earnest money); or 3) until a final court judgment mandates its disposition; or 4) as may be required by applicable
204 law. The parties specifically acknowledge and agree that whenever ownership of the earnest money or any other escrowed funds,
205 received by a Missouri licensed real estate broker, is in dispute between the parties, said broker is required by Missouri Statute,
206 Section 339.105.4 RSMo to report and deliver the monies to the State Treasurer within 365 days of the initial projected Closing
207 date. Broker shall not report and deliver any such monies to the State Treasurer until at least sixty (60) days after the initial
208 projected Closing date.

209 **Note: An escrow agent who is not a licensed real estate broker is not bound by Missouri statutes and regulations which**
210 **apply to earnest money deposits. If the escrow agent is not a licensed broker, the parties are urged to have the escrow agent**
211 **agree in writing to be bound by the provisions of this contract before being named as the escrow agent.**

212 **13. REMEDIES.**

213 If either party defaults in the performance of any obligation of this contract, the party claiming a default shall notify the other party
214 in writing of the nature of the default and his election of remedy. The notifying party may, but is not required to, provide the
215 defaulting party with a deadline for curing the default. If the default is by Buyer, Seller may either accept the earnest money as
216 liquidated damages and release Buyer from the contract (in lieu of making any claim in court), or may pursue any remedy at law
217 or in equity. If Seller accepts the earnest money, it shall be divided as follows: expenses of broker and Seller in this transaction will
218 be reimbursed, and balance to go one-half to Seller, and one-half divided equally between Listing Broker and Selling Broker (if
219 working as subagent of Seller) in lieu of commission on this contract. If the default is by Seller, Buyer may either release Seller from
220 liability upon Seller's release of the earnest money and reimbursement to Buyer for all direct costs and expenses, as specified in
221 Buyer's notice of default (in lieu of making any claim in court), or may pursue any remedy at law and in equity, including enforcement
222 of sale. Buyer's release of Seller does not relieve Seller of his liability to brokers under the listing contract. In the event of litigation
223 between the parties, the prevailing party shall recover, in addition to damages or equitable relief, the cost of litigation including
224 reasonable attorney's fee. This provision shall survive Closing and delivery of Seller's deed to Buyer.

225 **14. FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT (FIRPTA).**

226 Seller represents that it is not a foreign person as described in the Foreign Investment in Real Property Tax Act [26 U.S.C § 1445]
227 and agrees to deliver a certificate at Closing to that effect which contains Seller's tax ID number or Green Card.

228 **15. CONSTRUCTION.**

229 Words and phrases shall be construed as in the singular or plural number, and as masculine, feminine or gender neutral, according
230 to the context. When the term "Listing Broker" is used, it refers to one of the following: a) a broker working for the Seller under
231 an agency listing contract; or b) a broker assisting the Seller as a transaction broker, whichever is appropriate. When the term
232 "Selling Broker" is used, it refers to one of the following: a) a broker working for the Buyer under a buyer's agency agreement; b)
233 a broker assisting the Buyer as a subagent of the Seller; or c) a broker assisting the Buyer as a transaction broker, whichever is
234 appropriate. The term "broker" shall include the broker's affiliated licensees (referred to as "salespeople"). Listing Broker and
235 Selling Broker may be referred to collectively as "Broker" or "Brokers." **With the exception of the term "banking days" as
236 used in paragraph 12, a day is defined as a 24-hour calendar day, seven (7) days per week.**

237 **16. FLOOD PLAIN.**

238 Buyer may terminate this contract if any portion of the property is located in a designated 100-year flood plain unless disclosed to
239 Buyer in writing prior to contract. If terminated, earnest money to be returned to Buyer, subject to paragraph 12. Failure by Buyer
240 to terminate within 10 days of actual knowledge of 100-year flood plain, or by Closing, whichever occurs first, shall be deemed a
241 waiver by Buyer of this contingency.

242 **17. ACCESS, FINAL WALK-THROUGH AND UTILITIES.**

243 Upon reasonable advance notice to Seller or Listing Broker, Seller agrees to provide access for appraiser(s) and other professionals
244 as may be provided for in the contract or required by Buyer's lender or insurer. Buyer and Selling Broker may be present. Seller
245 grants Buyer and Selling Broker the right to enter and walk-through the property and the right to have utilities turned on or
246 transferred, at Buyer's expense, within four (4) days prior to Closing. This right is for the Buyer to see that the property is in the
247 same condition, ordinary wear and tear excepted, as it was on the date of this contract. The Closing does not relieve Seller of his
248 obligation to complete improvements and repairs required by this contract.

249 **18. SPECIAL AGREEMENTS.**

250 Special agreements and Riders between Buyer and Seller forming a part of this contract: _____
251 _____
252 _____
253 _____
254 _____

- 255 Special Sale Inspection Rider (Form #2184) Short Sale Rider to the Sale Contract (Form #2176)
256 Other # _____ Other # _____
257 Broker Compensation Rider (Form #2109)

258 **19. SQUARE FOOTAGE AND LOT SIZE DISCLOSURE.**

259 Broker is not an expert in measuring and does not measure the total square footage or lot size of the property, To the extent that
260 Broker provides or shares information about the property, the information comes from one or more other sources, is only an
261 approximation and is not verified by Broker. There may be differing standards used in Missouri for measuring total square footage
262 of property, and the available information about total square footage can vary depending upon the source, the measurement

263 standard that was used and the date of measurement. One source for total square footage is public information from the county
264 assessor's office, but the county assessor's office does not warrant the accuracy of the information and neither does Broker. If you
265 wish to have verifiable and accurate information about the total square footage of the property, you should retain a qualified
266 professional appraiser to measure the property according to the measurement standard that the appraiser deems appropriate. The
267 price per square foot for any property is a calculation based upon, among other things, total square footage, so price per square
268 foot also is only an approximation and is subject to the same uncertainties and limitations described in this paragraph. If you wish
269 to have verifiable and accurate information on lot size you should retain a licensed surveyor.

270 **20. SELLER'S DISCLOSURE STATEMENT. (Check one)**

- 271 Buyer confirms that before signing this offer to purchase, Buyer has read a copy of the Seller's Disclosure Statement for this
272 property. The Seller's Disclosure Statement is not a substitute for any inspection that Buyer may wish to obtain. Buyer is
273 advised to address any concerns Buyer may have about information in the statement by use of contingencies in the contract.
- 274 Seller agrees to provide Buyer with a Seller's Disclosure Statement within one (1) day after the "Acceptance Deadline" date.
275 Buyer shall have three (3) days after the "Acceptance Deadline" date to review said statements and to declare in writing that
276 the contract is terminated and the earnest money is to be returned to Buyer, subject to paragraph 12. Otherwise, this
277 contingency shall be deemed as waived by Buyer.
- 278 No Seller's Disclosure Statement will be provided by Seller.
279 By his signature, Seller confirms that the information in the Seller's Disclosure Statement is accurate as of the date of this
280 contract. Seller will fully and promptly disclose in writing any new material information pertaining to the property that is
281 discovered at any time prior to Closing. Seller states that if Seller knows or should have known that the property was a lab,
282 production or storage site for methamphetamine, or was the residence of a person convicted of crimes related to
283 methamphetamine, Seller will attach a written explanation.

284 **Note: The Seller's Disclosure Statement is not in any way incorporated into the terms of this contract.**

285 **21. RELATIONSHIPS AND COMMUNICATION DISCLOSURES.**

286 Buyer and Seller confirm that disclosure of the licensee's relationship was made no later than the first showing of the property,
287 upon first contact, or immediately upon the occurrence of a change to the relationship.

288 **Note: Under MREC Rules and Regulations, one box must be checked in each of the following two sections by the Selling**
289 **Licensee.**

290 **Licensee assisting Seller is a: (Check appropriate box)**

- 291 Seller's Agent: Licensee is acting on behalf of the Seller.
292 Buyer's Agent: Licensee is acting on behalf of the Buyer.
293 Dual Agent: Licensee is acting on behalf of both Seller and Buyer.
294 Designated Agent: Licensee has been designated to act on behalf of the Seller.
295 Transaction Broker Assisting Seller: Licensee is not acting on behalf of either Seller or Buyer.

296 **Licensee Personal Interest Disclosure: (Complete only if applicable)**

297 _____ (insert name of licensee) is a real
298 estate broker or salesperson licensed in the state of _____ and is (Check one or more, as applicable)
299 a party to this transaction; a principal of and/or has a direct or indirect ownership interest with Seller Buyer; and/or
300 an immediate family member of Seller Buyer Other Specify: _____

301 **Licensee assisting Buyer is a: (Check appropriate box)**

- 302 Buyer's Agent: Licensee is acting on behalf of the Buyer.
303 Seller's Agent: Licensee is acting on behalf of the Seller.
304 Dual Agent: Licensee is acting on behalf of both Buyer and Seller.
305 Designated Agent: Licensee has been designated to act on behalf of the Buyer.
306 Transaction Broker Assisting Buyer: Licensee is not acting on behalf of either Buyer or Seller.
307 Subagent of Seller: Licensee is acting on behalf of the Seller.

308 **Licensee Personal Interest Disclosure: (Complete only if applicable)**

309 _____ (insert name of licensee) is a real estate
310 broker or salesperson licensed in the state of _____ and is (Check one or more, as applicable)
311 a party to this transaction; a principal of and/or has a direct or indirect ownership interest with Seller Buyer; and/or
312 an immediate family member of Seller Buyer Other Specify: _____

313 **Sources of compensation to Broker(s), including compensation and/or other amounts:**

- 314 Seller Buyer

315 Subject to any compensation that is being paid by Seller to Selling Broker, Seller and Buyer agree to pay the compensation to the
316 Listing Broker and Selling Broker in such form and amounts as authorized in their respective representation agreements. If Seller
317 has authorized the payment of compensation by Seller to Selling Broker, Seller agrees to pay the amount listed in the attached

318 Broker Compensation Rider (Form #2109) and/or other compensation agreement. This amount of compensation paid by the Seller
319 to the Selling Broker shall be credited to the compensation Buyer is obligated to pay Selling Broker. In no event shall Selling
320 Broker collect more compensation than what Selling Broker agreed to receive in its representation agreement with Buyer.

321 Seller and Buyer agree that their Brokers are third-party beneficiaries under this contract.

322 Buyer and Seller acknowledge that they have received and read the Missouri Real Estate Commission Broker Disclosure Form.

323 By signing below, the licensees confirm making disclosure of the brokerage relationship to the appropriate parties.
324 All Parties agree that this transaction can be conducted by electronic/digital signatures, according to the Uniform Electronic
325 Transaction Act as adopted by the state of Missouri.

326	_____	_____
327	Brokerage Firm Name Assisting Buyer	Brokerage Firm Name Assisting Seller
328	Broker's Firm State License ID#: _____	Broker's Firm State License ID#: _____
329	By (Signature): _____	By (Signature): _____
330	Printed Name: _____	Printed Name: _____
331	Licensee State License ID#: _____	Licensee State License ID#: _____
332	Date: _____ MLS ID: _____	Date: _____ MLS ID: _____

333 **OFFER to be accepted by Seller by:** _____ **m of** _____

334	_____	_____
335	BUYER SIGNATURE	BUYER SIGNATURE
	DATE	DATE
336	_____	_____
337	Buyer Printed Name	Buyer Printed Name

339 Check box to indicate if Buyer is using Additional Signature Rider Form 2051, at which case, an additional signature page is required
340 for each separate rider, addendum amendment, or other related document.

341 **SELLER ACCEPTS THE TERMS SET FORTH IN THIS CONTRACT.**

342	_____	_____
343	SELLER SIGNATURE	SELLER SIGNATURE
	TIME and DATE	TIME and DATE
344	_____	_____
345	Seller Printed Name	Seller Printed Name

347 Check box to indicate if Seller is using Additional Signature Rider Form 2051, at which case, an additional signature page is required
348 for each separate rider, addendum amendment, or other related document. **OR** _____ **(initials) WE REJECT THIS**
349 **OFFER AND MAKE A COUNTEROFFER.**
350 **(use Form #2164 Sale Contract Counteroffer Form).**

351 **OR** _____ **(initials) WE REJECT THIS OFFER.**

352 **Note: Unless otherwise agreed in writing, "Acceptance Deadline" is defined as the date for acceptance which was provided to**
353 **the last party whose signature resulted in a contract (even if that signature was obtained before the deadline).**

SPECIAL SALE CONTRACT

DATE: _____

1 **Note: This contract does not have many clauses protecting Buyers included in the Residential Sale Contract, Form #2090. It**
2 **should normally be used only for the sale of property without provision for building, termite, environmental, gas, municipal,**
3 **insurability, and other inspections. Regardless of whether Seller’s Disclosure Form is to be provided, Seller is still obligated to**
4 **comply with Federal and State laws which require disclosure of certain defects, hazardous conditions and adverse material facts.**

5 **1. PARTIES AND PROPERTY.**

6 _____, Buyer(s), agrees to purchase from the
7 undersigned Seller, the following real property in the municipality of (if incorporated), _____, County of
8 _____, Missouri (legal description on Seller’s title to govern) being all the real property
9 Seller owns at said address: _____.

10 **2. INCLUSIONS AND EXCLUSIONS.**

11 The purchase price includes all existing improvements on the property (if any) and appurtenances, fixtures and equipment (which
12 Seller guarantees to own free and clear) including:

13 **Note: To avoid any misunderstanding, the parties are urged to list as “included” or “excluded” any items which may be subject**
14 **to question or unclear as to being considered a “fixture” such as electronic equipment. The purchase price includes all existing**
15 **improvements on the property (if any) and appurtenances, fixtures and equipment (which Seller guarantees to own free and**
16 **clear) including:**

17 In addition, the following items are included: _____

18 The following items are excluded: _____

19
20
21 **3. PURCHASE PRICE/CONCESSIONS/EARNEST MONEY**

22 \$ _____ is the total purchase price.

23 \$ _____ AND _____ % of purchase price (\$0 if none stated) shall be credited by Seller at Closing towards Buyer’s
24 closing costs, prepaids, points, Buyer’s broker compensation, and other fees allowed by lender.

25 \$ _____ AND _____ % of purchase price (\$0 if none stated) shall be paid by Seller at Closing directly to Selling
26 Broker to help satisfy the compensation buyer is obligated to pay Selling Broker (Attach Broker Compensation
27 Rider (Form #2109) and/or other compensation agreement). This is in addition to any credit at Closing listed
28 above.

29 \$ _____ earnest money (\$0 if none stated) (check one) received for delivery to OR to be delivered to
30 _____ escrow agent within _____ days (5 days if
31 none stated) after “Acceptance Deadline” date. Selling Broker to be escrow agent if none specified above.

32 \$ _____ additional earnest money (\$0 if none stated) to be delivered to escrow agent within _____ days
33 after the “Acceptance Deadline” date (15 days if none stated) or _____.

34 Total purchase price, including any adjustments set forth in this contract, less, any amount of Seller financing or of Seller’s loan
35 being assumed as stipulated in this contract, if applicable, is to be paid at Closing, by cashier’s check, wire transfer or any form
36 acceptable to closing agent.

37 **4. METHOD OF FINANCING.**

38 **Note: If Buyer’s lender or Closing agent cannot fulfill their obligations under the Dodd-Frank Wall Street Reform and**
39 **Consumer Protection Act and the regulations promulgated by the Consumer Financial Protection Bureau, it may be**
40 **necessary for the Buyer to request Seller to agree to an extension of the Closing Date.**

41 **Not Contingent Upon Financing.** This contract is not contingent upon financing; however, Buyer reserves the right to finance
42 any portion of the purchase price.

43 **Contingent Upon Financing.** Buyer agrees to do all things necessary, including, but not limited to the execution of a loan
44 application and other instruments, the payment to the lender of the credit report, appraisal and any other required fees, and to
45 otherwise cooperate fully in order to obtain the financing described below. If Buyer does not deliver written notice, provided
46 by Buyer’s lender, to Seller or Listing Broker, of Buyer’s inability to obtain a loan approval on the terms described below on
47 or before _____ (or 30 days after the “Acceptance Deadline” date if none stated) (the Loan
48 Contingency Date) then this condition shall be deemed waived and Buyer’s performance under this contract shall thereafter
49 not be conditioned upon Buyer’s obtaining financing. If lender will not give Buyer such written notice then Buyer may directly
50 notify Seller or Listing Broker (on or before the Loan Contingency Date) by providing a notarized affidavit that Buyer has
51 complied with all of the terms of this paragraph and that despite request, Buyer was unable to obtain such written notice from
52 lender. If Buyer has complied with the terms of this paragraph and has timely provided written notice to Seller or Listing Broker
53 of Buyer’s inability to obtain the loan approval, then this contract shall be terminated with earnest money to be returned to
54 Buyer, subject to paragraph 12.

55 **Note: If Loan Contingency Date passes without written notice as outlined above, Buyer remains obligated under this**
56 **contract. Therefore, Buyer should be certain that he will have the funds to close. If Buyer’s performance under this**
57 **contract is to be independently conditioned upon the property appraising at a specified value, then Buyer should**
58 **complete and attach to this contract an appropriate appraisal rider.**

59 Loan amount: _____ % of the purchase price **OR** \$ _____
60 Initial interest rate not to exceed: _____ %. Amortization term: _____ years.
61 Other terms (none if blank): _____
62 LOAN TYPE: (Check applicable) Conventional FHA VA Other: _____
63 RATE TYPE: (Check applicable) Fixed Rate Adjustable Rate Other: _____

64 **5. CLOSING AND POSSESSION.**

65 **Note: All parties are encouraged to use the same title company to reduce risk. If Seller does not close at the same title**
66 **company as Buyer, or Seller’s choice of title company does not have a common underwriter with Buyer’s title company,**
67 **then Seller will be required to sign a Notice of Closing or Settlement Risk acknowledging that their settlement funds are**
68 **not protected by the title insurance underwriter.**

69 The “Closing” is the exchange of the Seller’s deed for the total purchase price. Seller shall be deemed to have received funds when
70 funds are received by Seller or Seller’s title company. The Closing of this sale shall take place on
71 _____ or any other date that both parties agree in writing. Buyer will close at
72 _____, the title company which provides title insurance. Regardless of who closes
73 for Buyer, Seller may close at the title company of choice. Title will pass when the sale is closed. Seller to deliver possession of
74 the property and keys to Buyer no later than (check one only): Closing **OR** _____ m (time) of _____
75 (date) **but in no event prior to Closing as defined above. All parties agree to sign Closing documents at a time that facilitates**
76 **this possession. Note: If possession is to be delivered on a day other than Closing, as defined above, parties should complete**
77 **the appropriate rider.** Deed as directed by Buyer. Except for tenants lawfully in possession, Seller warrants that the property will
78 be vacant and free of personal property (except as otherwise provided herein) and debris, at time of possession and delivered to
79 Buyer in its same condition (together with any improvements or repairs required by this contract), ordinary wear and tear excepted,
80 as it was on the date of this contract. Buyers should change locks and codes following possession. Buyer and Seller authorize title
81 company and/or Closing agent to release to broker(s) signed copies of the Closing statements. **Note: Parties are cautioned to**
82 **always call to confirm instructions before sending any funds via wire transfer.**

83 **6. TITLE AND SURVEY.**

84 Seller shall transfer title to Buyer by general warranty deed (or fiduciary deed, where applicable), subject to the following:
85 a) zoning regulations; b) leases and occupancy of tenants existing on the date contract is executed by Buyer and disclosed to Buyer
86 in writing before execution of contract by Buyer; c) general taxes payable in the current year and thereafter; d) any lien or
87 encumbrance created by or assumed by Buyer in writing or any easement accepted by Buyer in writing; e) subdivision, use and
88 other restrictions, rights of way and utility easements, all of record, which do not adversely affect the use of the property as it exists
89 for residential purposes at the time of the contract.

90 **Check applicable box (whether “Seller to Order, Provide and Purchase Title” or “Buyer to Order, Provide and Purchase**
91 **Title”).**

92 **Seller to Order, Provide and Purchase Title. Note: Any Seller paid title costs set forth below are in addition to any**
93 **Seller paid costs in Paragraph 3.**

94 Not later than _____ days (5 days if none stated) after the “Acceptance Deadline” date, Seller will order a commitment
95 for title insurance to be provided to the Buyer for both an Owner’s policy of title insurance and for a lender’s policy of title
96 insurance (if required by lender) in the latest ALTA form including mechanics lien coverage from the title company selected
97 in paragraph 5. Seller and Buyer authorize and direct the title company to furnish this commitment to the Selling Broker and
98 Listing Broker. Seller shall pay for the title insurance (including title premium and title service charges), at Closing, at a cost
99 not to exceed \$ _____. Buyer to pay title cost exceeding this amount.

100 **Buyer to Order, Provide and Purchase Title.**

_____/_____/_____/_____ Initials BUYER and SELLER acknowledge they have read this page _____/_____
BUYER BUYER SELLER SELLER

101 Buyer may, at Buyer's option and expense, order a title examination and commitment to issue an Owner's and/or lender's policy
102 of title insurance in the latest ALTA form including mechanics lien coverage from the title company specified in paragraph 5.

103 **Note: This should be ordered promptly after contract acceptance in order to allow sufficient time to obtain and review**
104 **documents, and, if necessary, object to defects that may be discovered.**

105 Buyer may, at Buyer's option and expense, order a Boundary Survey and Improvement Location ("stake survey") or a Surveyor's
106 Real Property Report (SRPR) of the property to determine if there are any defects, encroachments, overlaps, boundary line or
107 acreage discrepancies, or other matters that would be disclosed on a survey.

108 **Note: A "stake survey" is generally required in order to obtain full survey coverage in an Owner's policy of title insurance.**
109 **A SRPR may or may not disclose all of the defects involving such matters as encroachments, overlaps, boundary line or**
110 **acreage discrepancies.**

111 If any defects are discovered as a result of the title examination, title commitment, or the survey, and if Buyer chooses to act on
112 this contingency, Buyer shall within _____ days (25 days if none stated) after the "Acceptance Deadline" date, furnish
113 a copy of the document evidencing the defect to Seller or Listing Broker stating, in writing, any title or survey defects that are 1)
114 unacceptable to Buyer; 2) not listed above; and 3) adversely affect the use of the property as it exists for residential purposes at
115 the time of the contract. Failure by Seller or Listing Broker to receive such objections to title or survey within such time will
116 constitute a waiver by Buyer of any objections to the title so long as Buyer is able to obtain at Closing, an Owner's title insurance
117 policy in the latest ALTA form including mechanics lien coverage. If Buyer does timely object to any title or survey defects, Seller
118 has five (5) days from receipt of Buyer's notice of objection by Seller or Listing Broker, to agree in writing to correct the defects
119 prior to Closing at Seller's expense. If Seller does not so agree, this contract is terminated unless Buyer, within two (2) additional
120 days, agrees in writing to accept the title and survey "as is". If the contract is terminated in accordance with the provisions of this
121 paragraph, Buyer's earnest money is to be returned, subject to paragraph 12 and Seller agrees to reimburse Buyer's cost to pay for
122 title, survey, inspection(s) and appraisal. Seller shall be responsible for clearing any defects that arise between the date of the
123 contract acceptance and Closing.

124 **Note: Easements, subdivision indentures, and government regulations may affect Buyer's intended use of the property.**
125 **Construction of improvements (for example: a room addition, fence or swimming pool), non-residential use of the property**
126 **(for example: use of a room for a business), or the right to keep certain vehicles or animals on the property, all may be**
127 **affected. Buyer is advised to review all easements, government regulations, and subdivision indentures before making an**
128 **offer to purchase the property if he plans these or similar uses. If Buyer requires assistance in reviewing easements, surveys,**
129 **indentures, or other matters affecting title or use of the property, Buyer should consult an attorney.**

130 **7. FRANCHISE DISCLOSURE.**

131 Although one or more of the Brokers may be a member of a franchise, the franchisor is not responsible for the acts of said Broker(s).

132 **8. ADJUSTMENTS AND CLOSING COSTS.**

133 Adjustments, charges, and Closing costs are agreed to be paid by the parties (subject to Rider #2135fha or #2135va and current
134 FHA and VA regulations) as follows:

135 **Buyer shall pay for (where applicable):**

- 136 • hazard insurance premium(s) and flood insurance premium, if required by lender;
- 137 • survey and title company charges (for example: Closing, recording, escrow, wire and closing protection letter fees) customarily paid by
- 138 • Buyer, subject to paragraph 8;
- 139 • any charges imposed by lender (for example: appraisal and credit report fees, loan discount points, loan origination fees,
- 140 funding fees, and other loan expenses), unless specifically agreed to be paid by Seller;
- 141 • building, termite, and environmental inspections;
- 142 • the fair market value of any heating oil or propane gas in tank(s) on the property at Closing, based on supplier's current charges;
- 143 • real estate compensation to broker per separate written agreement;
- 144 • municipal occupancy permit; and
- 145 • agreed upon repairs.

146 **Seller shall pay for (where applicable):**

- 147 • existing loans on property (if not assumed by Buyer);
- 148 • any expenses of Buyer's loan agreed to in paragraph 3;
- 149 • title company charges (for example: Closing, release, escrow, wire and closing protection letter fees) customarily paid by
- 150 Seller, subject to paragraph 8;
- 151 • special taxes and special assessments levied before Closing; and
- 152 • real estate compensation to broker per separate written agreement and/or the applicable terms in this Contract; ; and
- 153 • agreed upon repairs.

154 **Buyer and Seller shall have prorated and adjusted between them on the basis of thirty (30) days to the month as of the date**
155 **of Closing (Seller to pay for last day):**

- 156 • current rents whether collected or not by Seller (Seller to receive rent for day of Closing); rents which are delinquent over
- 157 thirty (30) days to be collected by Seller and not adjusted;
- 158 • general taxes (based on assessment and rate for current year, if both are available, otherwise based on previous year);

_____/_____/_____ Initials BUYER and SELLER acknowledge they have read this page _____/
BUYER BUYER SELLER SELLER

- 159 • district improvement assessments for current year; Buyer to pay thereafter;
160 • subdivision upkeep assessments and monthly condominium fee;
161 • interest (when Buyer assumes existing loan); and
162 • flat rate utility charges (including water, sewer, and trash).

163 **9. LOSS.**

164 Risk of loss to the improvements of the property shall be borne by the Seller until title is transferred. If any improvements covered
165 by this contract are damaged or destroyed, Seller shall immediately notify Buyer or Selling Broker in writing of the damage or
166 destruction, the amount of insurance proceeds payable, if any, and whether Seller intends to restore the property prior to Closing,
167 to its condition at the time of the contract. In the event Seller restores the property to its prior condition before scheduled Closing,
168 and provides Buyer with proof of the repairs, Buyer and Seller shall proceed with Closing. In the event the property is not to be
169 restored to its prior condition by the Seller before Closing, Seller shall immediately provide Buyer or Selling Broker with a copy
170 of any policies of insurance, the name and number of the agent for each of said policies, and written authorization (if needed) for
171 Buyer to communicate with the insurer. Buyer may either a) proceed with Closing and be entitled to the amount of insurance
172 proceeds relating to real property improvements, if any, payable to Seller under all policies insuring the improvements plus receive
173 a credit from the Seller at Closing in an amount equal to the deductible not covered by insurance, or b) terminate the contract,
174 thereby releasing all parties from liability hereunder. If all of the aforementioned insurance information is received by the Buyer
175 or Selling Broker more than ten (10) days prior to the scheduled Closing date, Buyer is to give written notification to Seller or
176 Listing Broker as to his election of (a) or (b) above within ten (10) days after the Buyer or Selling Broker's receipt of such
177 information; and if not received by Buyer or Selling Broker more than ten (10) days prior to the scheduled Closing date, Buyer
178 may, at Buyer's option and by written notice to Seller or Listing Broker, extend the Closing date up to ten (10) days, during which
179 time Buyer may make his election as to (a) or (b) above. Failure by Buyer to notify Seller shall constitute an election to terminate
180 the contract. If the contract is terminated in accordance with the provisions of this paragraph, Buyer's earnest money is to be
181 returned, subject to paragraph 12. Seller agrees to reimburse Buyer's cost to pay for title, survey, inspection(s) and appraisal.

182 **10. ASSIGNABILITY OF CONTRACT.**

183 This contract is assignable by Buyer, but not without the written consent of Seller if: a) Seller is taking back a note and deed of
184 trust as part of the purchase price, or b) Buyer is assuming the existing note. Assignment does not relieve the parties from their
185 obligations under this contract.

186 **11. MISCELLANEOUS PROVISIONS.**

187 Time is of the essence in the performance of the obligations of the parties. All references to a specified time shall mean Central
188 Time. This contract shall be binding on and for the benefit of the parties and their respective heirs, personal representatives,
189 executors, administrators or assigns. This contract shall be considered a contract for the sale of real property and shall be construed
190 in accordance with the laws of the State of Missouri. This contract constitutes the entire agreement between the parties hereto and
191 there are no other understandings, written or oral, relating to the subject matter hereof. The contract may not be changed, modified
192 or amended, in whole or in part, except in writing signed by all parties.

193 **12. EARNEST MONEY.**

194 Buyer and Seller agree that the earnest money received by the escrow agent in connection with this contract shall be deposited
195 within ten (10) banking days after the "Acceptance Deadline" date. Additional earnest money, if applicable, is to be deposited by
196 escrow agent within ten (10) banking days after receipt. Any earnest money received within ten (10) banking days prior to the
197 scheduled Closing date, shall be in the form of a cashier's check or any other form acceptable to the escrow agent. If sale is closed,
198 earnest money to apply to the purchase. If any earnest money is being returned to Buyer, Buyer agrees that any expenses for
199 services requested by Buyer may be withheld by escrow agent and paid to the applicable service provider(s). In the event of a
200 dispute over any earnest money held by the escrow agent, the escrow agent shall continue to hold said deposit in its escrow account
201 until: 1) escrow agent has a written release from all parties consenting to its disposition; or 2) until a civil action is filed to determine
202 its disposition (at which time payment may be made into court, and in such event, court costs and escrow agent's attorney fees
203 will be paid from earnest money); or 3) until a final court judgment mandates its disposition; or 4) as may be required by applicable
204 law. The parties specifically acknowledge and agree that whenever ownership of the earnest money or any other escrowed funds,
205 received by a Missouri licensed real estate broker, is in dispute between the parties, said broker is required by Missouri Statute,
206 Section 339.105.4 RSMo to report and deliver the monies to the State Treasurer within 365 days of the initial projected Closing
207 date. Broker shall not report and deliver any such monies to the State Treasurer until at least sixty (60) days after the initial
208 projected Closing date.

209 **Note: An escrow agent who is not a licensed real estate broker is not bound by Missouri statutes and regulations which**
210 **apply to earnest money deposits. If the escrow agent is not a licensed broker, the parties are urged to have the escrow agent**
211 **agree in writing to be bound by the provisions of this contract before being named as the escrow agent.**

212 **13. REMEDIES.**

213 If either party defaults in the performance of any obligation of this contract, the party claiming a default shall notify the other party
214 in writing of the nature of the default and his election of remedy. The notifying party may, but is not required to, provide the
215 defaulting party with a deadline for curing the default. If the default is by Buyer, Seller may either accept the earnest money as
216 liquidated damages and release Buyer from the contract (in lieu of making any claim in court), or may pursue any remedy at law
217 or in equity. If Seller accepts the earnest money, it shall be divided as follows: expenses of broker and Seller in this transaction will
218 be reimbursed, and balance to go one-half to Seller, and one-half divided equally between Listing Broker and Selling Broker (if
219 working as subagent of Seller) in lieu of commission on this contract. If the default is by Seller, Buyer may either release Seller from
220 liability upon Seller's release of the earnest money and reimbursement to Buyer for all direct costs and expenses, as specified in
221 Buyer's notice of default (in lieu of making any claim in court), or may pursue any remedy at law and in equity, including enforcement
222 of sale. Buyer's release of Seller does not relieve Seller of his liability to brokers under the listing contract. In the event of litigation
223 between the parties, the prevailing party shall recover, in addition to damages or equitable relief, the cost of litigation including
224 reasonable attorney's fee. This provision shall survive Closing and delivery of Seller's deed to Buyer.

225 **14. FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT (FIRPTA).**

226 Seller represents that it is not a foreign person as described in the Foreign Investment in Real Property Tax Act [26 U.S.C §1445]
227 and agrees to deliver a certificate at Closing to that effect which contains Seller's tax ID number or Green Card.

228 **15. CONSTRUCTION.**

229 Words and phrases shall be construed as in the singular or plural number, and as masculine, feminine or gender neutral, according
230 to the context. When the term "Listing Broker" is used, it refers to one of the following: a) a broker working for the Seller under
231 an agency listing contract; or b) a broker assisting the Seller as a transaction broker, whichever is appropriate. When the term
232 "Selling Broker" is used, it refers to one of the following: a) a broker working for the Buyer under a buyer's agency agreement; b)
233 a broker assisting the Buyer as a subagent of the Seller; or c) a broker assisting the Buyer as a transaction broker, whichever is
234 appropriate. The term "broker" shall include the broker's affiliated licensees (referred to as "salespeople"). Listing Broker and
235 Selling Broker may be referred to collectively as "Broker" or "Brokers." **With the exception of the term "banking days" as
236 used in paragraph 12, a day is defined as a 24-hour calendar day, seven (7) days per week.**

237 **16. FLOOD PLAIN.**

238 Buyer may terminate this contract if any portion of the property is located in a designated 100-year flood plain unless disclosed to
239 Buyer in writing prior to contract. If terminated, earnest money to be returned to Buyer, subject to paragraph 12. Failure by Buyer
240 to terminate within 10 days of actual knowledge of 100-year flood plain, or by Closing, whichever occurs first, shall be deemed a
241 waiver by Buyer of this contingency.

242 **17. ACCESS, FINAL WALK-THROUGH AND UTILITIES.**

243 Upon reasonable advance notice to Seller or Listing Broker, Seller agrees to provide access for appraiser(s) and other professionals
244 as may be provided for in the contract or required by Buyer's lender or insurer. Buyer and Selling Broker may be present. Seller
245 grants Buyer and Selling Broker the right to enter and walk-through the property and the right to have utilities turned on or
246 transferred, at Buyer's expense, within four (4) days prior to Closing. This right is for the Buyer to see that the property is in the
247 same condition, ordinary wear and tear excepted, as it was on the date of this contract. The Closing does not relieve Seller of his
248 obligation to complete improvements and repairs required by this contract.

249 **18. SPECIAL AGREEMENTS.**

250 Special agreements and Riders between Buyer and Seller forming a part of this contract: _____
251 _____
252 _____
253 _____
254 _____

- 255 Special Sale Inspection Rider (Form #2184) Short Sale Rider to the Sale Contract (Form #2176)
- 256 Other # _____ Other # _____
- 257 Broker Compensation Rider (Form #2109)

258 **19. SQUARE FOOTAGE AND LOT SIZE DISCLOSURE.**

259 Broker is not an expert in measuring and does not measure the total square footage or lot size of the property, To the extent that
260 Broker provides or shares information about the property, the information comes from one or more other sources, is only an
261 approximation and is not verified by Broker. There may be differing standards used in Missouri for measuring total square footage
262 of property, and the available information about total square footage can vary depending upon the source, the measurement

263 standard that was used and the date of measurement. One source for total square footage is public information from the county
264 assessor's office, but the county assessor's office does not warrant the accuracy of the information and neither does Broker. If you
265 wish to have verifiable and accurate information about the total square footage of the property, you should retain a qualified
266 professional appraiser to measure the property according to the measurement standard that the appraiser deems appropriate. The
267 price per square foot for any property is a calculation based upon, among other things, total square footage, so price per square
268 foot also is only an approximation and is subject to the same uncertainties and limitations described in this paragraph. If you wish
269 to have verifiable and accurate information on lot size you should retain a licensed surveyor.

270 **20. SELLER'S DISCLOSURE STATEMENT. (Check one)**

- 271 Buyer confirms that before signing this offer to purchase, Buyer has read a copy of the Seller's Disclosure Statement for this
272 property. The Seller's Disclosure Statement is not a substitute for any inspection that Buyer may wish to obtain. Buyer is
273 advised to address any concerns Buyer may have about information in the statement by use of contingencies in the contract.
- 274 Seller agrees to provide Buyer with a Seller's Disclosure Statement within one (1) day after the "Acceptance Deadline" date.
275 Buyer shall have three (3) days after the "Acceptance Deadline" date to review said statements and to declare in writing that
276 the contract is terminated and the earnest money is to be returned to Buyer, subject to paragraph 12. Otherwise, this
277 contingency shall be deemed as waived by Buyer.
- 278 No Seller's Disclosure Statement will be provided by Seller.
279 By his signature, Seller confirms that the information in the Seller's Disclosure Statement is accurate as of the date of this
280 contract. Seller will fully and promptly disclose in writing any new material information pertaining to the property that is
281 discovered at any time prior to Closing. Seller states that if Seller knows or should have known that the property was a lab,
282 production or storage site for methamphetamine, or was the residence of a person convicted of crimes related to
283 methamphetamine, Seller will attach a written explanation.

284 **Note: The Seller's Disclosure Statement is not in any way incorporated into the terms of this contract.**

285 **21. RELATIONSHIPS AND COMMUNICATION DISCLOSURES.**

286 Buyer and Seller confirm that disclosure of the licensee's relationship was made no later than the first showing of the property,
287 upon first contact, or immediately upon the occurrence of a change to the relationship.

288 **Note: Under MREC Rules and Regulations, one box must be checked in each of the following two sections by the Selling
289 Licensee.**

290 **Licensee assisting Seller is a: (Check appropriate box)**

- 291 Seller's Agent: Licensee is acting on behalf of the Seller.
292 Buyer's Agent: Licensee is acting on behalf of the Buyer.
293 Dual Agent: Licensee is acting on behalf of both Seller and Buyer.
294 Designated Agent: Licensee has been designated to act on behalf of the Seller.
295 Transaction Broker Assisting Seller: Licensee is not acting on behalf of either Seller or Buyer.

296 **Licensee Personal Interest Disclosure: (Complete only if applicable)**

297 _____(insert name of licensee) is a real
298 estate broker or salesperson licensed in the state of _____ and is (Check one or more, as applicable)

- 299 a party to this transaction; a principal of and/or has a direct or indirect ownership interest with Seller Buyer; and/or
300 an immediate family member of Seller Buyer Other Specify: _____

301 **Licensee assisting Buyer is a: (Check appropriate box)**

- 302 Buyer's Agent: Licensee is acting on behalf of the Buyer.
303 Seller's Agent: Licensee is acting on behalf of the Seller.
304 Dual Agent: Licensee is acting on behalf of both Buyer and Seller.
305 Designated Agent: Licensee has been designated to act on behalf of the Buyer.
306 Transaction Broker Assisting Buyer: Licensee is not acting on behalf of either Buyer or Seller.
307 Subagent of Seller: Licensee is acting on behalf of the Seller.

308 **Licensee Personal Interest Disclosure: (Complete only if applicable)**

309 _____(insert name of licensee) is a real estate
310 broker or salesperson licensed in the state of _____ and is (Check one or more, as applicable)

- 311 a party to this transaction; a principal of and/or has a direct or indirect ownership interest with Seller Buyer; and/or
312 an immediate family member of Seller Buyer Other Specify: _____

313 **Sources of compensation to Broker(s), including compensation and/or other amounts:**

- 314 Seller Buyer

315 Subject to any compensation that is being paid by Seller to Selling Broker, Seller and Buyer agree to pay the compensation to the
316 Listing Broker and Selling Broker in such form and amounts as authorized in their respective representation agreements. If Seller
317 has authorized the payment of compensation by Seller to Selling Broker, Seller agrees to pay the amount listed in the attached

318 Broker Compensation Rider (Form #2109) and/or other compensation agreement. This amount of compensation paid by the Seller
319 to the Selling Broker shall be credited to the compensation Buyer is obligated to pay Selling Broker. In no event shall Selling
320 Broker collect more compensation than what Selling Broker agreed to receive in its representation agreement with Buyer.

321 Seller and Buyer agree that their Brokers are third-party beneficiaries under this contract.

322 Buyer and Seller acknowledge that they have received and read the Missouri Real Estate Commission Broker Disclosure Form.

323 By signing below, the licensees confirm making disclosure of the brokerage relationship to the appropriate parties.
324 All Parties agree that this transaction can be conducted by electronic/digital signatures, according to the Uniform Electronic
325 Transaction Act as adopted by the state of Missouri.

326 _____
327 **Brokerage Firm Name Assisting Buyer** **Brokerage Firm Name Assisting Seller**
328 **Broker's Firm State License ID#:** _____ **Broker's Firm State License ID#:** _____
329 **By (Signature):** _____ **By (Signature):** _____
330 **Printed Name:** _____ **Printed Name:** _____
331 **Licensee State License ID#:** _____ **Licensee State License ID#:** _____
332 **Date:** _____ **MLS ID:** _____ **Date:** _____ **MLS ID:** _____

333 **OFFER to be accepted by Seller by:** _____ **m of** _____

334 _____
335 **BUYER SIGNATURE** **DATE** **BUYER SIGNATURE** **DATE**
336 _____
337 **Buyer Printed Name** **Buyer Printed Name**
338 _____

339 Check box to indicate if Buyer is using Additional Signature Rider Form 2051, at which case, an additional signature page is required
340 for each separate rider, addendum amendment, or other related document.

341 **SELLER ACCEPTS THE TERMS SET FORTH IN THIS CONTRACT.**

342 _____
343 **SELLER SIGNATURE** **TIME and DATE** **SELLER SIGNATURE** **TIME and DATE**
344 _____
345 **Seller Printed Name** **Seller Printed Name**
346 _____

347 Check box to indicate if Seller is using an Additional Signature Rider Form 2051, at which case, an additional signature page is
348 required for each separate rider, addendum amendment, or other related document.

349 **OR** _____ **(initials)**

350 **WE REJECT THIS OFFER AND MAKE A COUNTEROFFER.**
351 **(use Form #2164 Sale Contract Counteroffer Form).**

352 **OR** _____ **(initials)** **WE REJECT THIS OFFER.**

353 **Note: Unless otherwise agreed in writing, "Acceptance Deadline" is defined as the date for acceptance which was provided to**
354 **the last party whose signature resulted in a contract (even if that signature was obtained before the deadline).**

This document has legal consequences.
If you do not understand it, consult your attorney.
The text of this form may not be altered in any manner
without written acknowledgment of all parties.

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Form # 2047 ~~10/24~~ 01/25

LISTING CONTRACT (Limited Agency)
(EXCLUSIVE RIGHT TO SELL)

1 _____, the owner of record (hereinafter referred to
2 as "Owner") in the municipality of _____ (if incorporated), County of _____,
3 Missouri, known as and numbered _____
4 _____ (legal description to govern), hereby appoints
5 Listing Brokerage _____ (hereinafter referred to as "Broker")
6 as sole and exclusive agent with the exclusive right to market and sell or exchange this property upon the below terms and conditions.
7 The term Broker shall refer to the listing brokerage and any affiliated licensees throughout this agreement. Owner represents that they
8 have the legal right to make an absolute sale of this property.

9 **TERM**
10 This Contract begins on the Effective Date and ends at 11:59 p.m. on _____, together with any written extension
11 thereof ("Expiration Date"). The "Effective Date" shall be the date of final acceptance thereof, as indicated by the date adjacent to the
12 signature of the last party to sign this Contract or (specify if otherwise) _____.

13 **LISTING PRICE**
14 The listing price for this property shall be \$ _____ ("Listing Price").

15 **COMPENSATION FOR SERVICES.**
16 **Note: The amount of compensation is not set by law. Compensation is set by each broker and is negotiable, subject to individual**
17 **broker policy.**

18 If, during the Term of this Listing Contract, Broker presents an offer to purchase the property from a ready, willing, and able buyer at
19 the Listing Price, or if Owner enters into a contract or receives an offer that results in a contract for the sale or exchange of the property
20 at any price and upon any terms to which Owner consents, Owner shall be obligated to pay compensation as follows:

21 **Listing Broker Compensation:** _____ (%) of the purchase price (\$0 if none stated), \$ _____ as a flat amount (\$0 if
22 none stated), **AND** Other: (describe) _____
23 _____ (N/A if left blank).

24 **Unrepresented Buyer.** In the event buyer is not represented by a broker, Listing Broker Compensation (*check one*)

- 25 shall remain the same as the amount listed under Listing Broker Compensation **OR**
- 26 shall be modified as follows _____ % of the sales price, **AND** \$ _____.

27 **Additional Listing Broker Compensation.** Owner agrees to pay Broker additional compensation of \$ _____ (\$0 if none stated).
28 This additional compensation (*check one*) **Shall** **OR** **Shall Not** be credited against any other compensation owed by Owner to
29 Broker and shall be due and payable to Broker on (*if applicable, check one*):

- 30 the Effective Date of this Listing Contract, regardless of whether or not a ready, willing, and able buyer is procured, and which shall
31 be deemed earned upon receipt.
- 32 only if and on the same date that the other compensation above provided for is payable.

33 The compensation amount shall be determined by the total purchase or exchange price without reduction for any other charges (i.e.,
34 closing adjustments, points, liens, mortgages, compensation, etc.). Owner agrees that such compensation shall be paid if the property is
35 sold, exchanged, or otherwise transferred by Owner within _____ days (*0 days if left blank*) following the Term of this
36 Contract or any extensions thereof ("Protection Period") to anyone to whom the property was presented during the Term of this Contract,
37 provided Owner has received by the Expiration Date written notice of the names of said prospects, or the names of Broker and affiliated
38 licensees representing such prospects. No compensation is owed if Owner enters into a bona fide listing agreement with another licensed
39 real estate broker and Owner pays that broker compensation on that transaction.

40 Unless otherwise stated, all compensation owed under this agreement is to be paid at closing, which in the case of a sale on contract for
41 deed shall be at the time buyer and Owner execute the initial contract or agreement for deed.

42 **Broker Assisting Buyer.** Owner acknowledges that Broker is authorized to cooperate with other brokers and any affiliated licensees in
43 Broker's firm acting pursuant to any other brokerage relationship as defined by 339.710 to 339.860 RSMo, including but not limited to
44 buyer's agents, subagents, and/or transaction brokers ("Selling Broker"). In addition to the Listing Broker Compensation listed above,
45 Owner acknowledges buyer may request Owner to compensate some or all of Selling Broker's compensation. **Owner has no obligation**
46 **to pay Selling Broker's compensation. Selling Broker's compensation is negotiable and will be determined by a ratified sale**
47 **contract between Owner and buyer.** Owner acknowledges that a Selling Broker may represent the interest of buyers only. (Check
48 one):

- 49 Owner authorizes Broker to disclose and market Owner's willingness to compensate Selling Broker.
50 Owner does not authorize Broker to disclose and market Owner's willingness to compensate Selling Broker

51 Owner authorizes escrow agent to pay the Selling Broker's compensation directly to Selling Broker at closing.

52 **Note: Owner acknowledges that sale contract offers and compensation agreement(s) may contain terms to compensate the**
53 **Selling Broker. Owner understands the provisions of this section and agrees that the election made in this section is made solely**
54 **by Owner.**

55 **Owner Concessions**

56 Owner concessions is a payment from Owner towards buyer's charges and closing costs (e.g., loan origination fees, discount points,
57 buy-down or subsidy fees, prepaids, Selling Broker's fees or other charges, as allowed by lender(s).

- 58 Owner authorizes Broker to disclose and market Owner's willingness to consider concessions.
59 Owner does not authorize Broker to disclose and market Owner's willingness to consider concessions.

60 **DUAL AGENCY**

61 Does Owner consent to Broker acting as a dual agent? (*check one*)

- 62 **Yes** **No** **Not Applicable** because dual agency is not allowed by Broker's company policy. See Dual Agent Duties and
63 Obligations.

64 **SELLER LIMITED AGENCY AS STARTING POINT**

65 Pursuant to this Listing Contract, Broker will initially be acting in the capacity of Owner's limited agent, with the duties and obligations
66 of a seller's limited agent under Missouri law as set forth following the parties' signatures below. However, Owner acknowledges that
67 from time to time, a prospective buyer may engage Broker to act in one of several possible capacities with respect to that buyer,
68 depending on what brokerage relationships are permitted by Broker's company policy. Under various circumstances, Missouri law may
69 permit or require a conversion of Broker's brokerage relationship with Owner to a different brokerage relationship. Any conversion to
70 a different brokerage relationship shall only be made upon Owner's written consent, as required by rule or regulation.

71 **DESIGNATED AGENCY**

72 If, as authorized by Missouri law, Broker policy authorizes its affiliated licensees to act as Designated Agents,
73 _____ is appointed as Owner's Designated Agent. In the event
74 the Designated Agent is not available at any given time, any of the following agents affiliated with the Broker are hereby appointed to
75 represent Owner without further notice: (*If a Designated Agent is appointed, the Designated Broker must sign this agreement.*)
76 _____
77 _____

78 **PREVIOUS REPRESENTATION**

79 Owner understands that Broker may have previously represented a buyer who is interested in the property. During that representation,
80 Broker may have learned material information about the buyer that is considered confidential. Under the law, Broker may not disclose
81 any such confidential information to Owner.

82 **BUYERS REPRESENTATIVE**

83 Owner acknowledges that prospective buyers may elect to employ the services of a designated broker as their own agent. Owner also
84 acknowledges that from time to time, a prospective buyer may engage Broker to act in one of several possible capacities with respect to
85 that buyer, depending on what brokerage relationships are permitted by Broker's company policy.

86 **HOME WARRANTY**

87 Owner acknowledges the availability of home warranty protection plans and agrees to (*check one*):

- 88 Offer a warranty plan
89 Not offer a warranty plan
90 Consider a warranty plan at a later date

91 **DISCLOSURE AUTHORIZATIONS**

92 Offers. Owner Does OR Does Not (check one) permit Broker to disclose the existence of offers on the property.

93 Terms. Owner Does OR Does Not (check one) permit Broker to disclose the terms of offers on the property; provided, however,
94 that Broker is permitted to disclose such terms as may be required by the MLS, applicable brokerage laws, or Broker’s policy.

95 **BROKER ROLE**

96 Broker is not an expert in law, tax, financing, surveying, structural, mechanical conditions, hazardous materials, environmental risks,
97 engineering, or other specialized topics. Broker strongly encourages contacting the appropriate professional if questions or concerns
98 exist.

99 **PROPERTY ACCESS AND KEY BOX SYSTEM**

100 Owner Does OR Does Not (check one) permit Broker to place a key box on the property.

101 If authorized above, Owner permits Broker to place a key box on the property, a locked container that holds a key(s) to the property and
102 enables access to the property at reasonable times to facilitate the showing and sale or exchange of the property. In its sole discretion,
103 Broker may grant unaccompanied access to its affiliated licensees and other Subscribers of the St. Louis Area Regional Key Box System
104 (“System”). Owner shall, without limitation, indemnify and hold harmless Broker and Subscribers, the key box manufacturer, and the
105 key box distributor/service center against and from any actions, suits, costs, expenses, damages, and liabilities, including attorney’s fees
106 arising out of, connected with or resulting from the use of a key box. Owner shall not, however, indemnify, or hold System Subscribers
107 harmless for claims arising out of the intentional or negligent acts of the Subscribers.

108 **Note: Subscribers to the St. Louis Area Regional Key Box System could include but are not limited to Broker and their affiliated**
109 **licensees, appraisers, inspectors, lenders, surveyors, home stagers, etc. (“Subscribers”)**

110 **SPECIAL AGREEMENTS.** (none if left blank)

111 _____
112 _____
113 _____
114 _____
115 _____

116 **OWNER RESPONSIBILITY TO DISCLOSE**

117 Owner represents that, except as noted on the Seller’s Disclosure Statement or otherwise in writing:

- 118 1) Owner knows of no actual or proposed special subdivision or condominium assessments.
- 119 2) Owner knows of no structural or other material defects or material facts that adversely affect the value of the property.
- 120 3) All of the property's mechanical elements and the appliances sold herewith are in proper working condition or will be restored to
121 proper working condition as of the date of closing. This representation shall not be construed to be a warranty of condition but shall
122 constitute the Owner’s opinion.
- 123 4) Owner will fully and promptly disclose in writing any new or material information pertaining to the property that is discovered at
124 any time prior to closing.

125 **OWNER AGREES**

- 126 1) To cooperate with Broker to facilitate the showing, marketing, and sale of the property.
- 127 2) Not to lease the property during this listing without Broker’s prior written approval.
- 128 3) To refer to the Broker any offer or inquiry regarding the property which may be received by the Owner during the Term of this
129 Contract.
- 130 4) To leave all utilities on through the day of closing in order to facilitate showings, inspections, and the buyer’s final walk-through
131 of the property unless otherwise agreed to or disclosed in writing.
- 132 5) To remove or secure and (if Owner desires) insure all property and valuables (including but not limited to firearms, money,
133 medicine, and jewelry) to assume the risk for any vandalism, theft, or damage of any kind.
- 134 6) To maintain the property in good repair through the date of closing.
- 135 7) To allow Broker to assist prospective buyers authorized by Broker to have access to the property at all reasonable times to show
136 the property to such prospects.
- 137 8) To promptly furnish the Broker with a copy of any available survey report.
- 138 9) To advise Broker if there is a likelihood that Owner's net sale proceeds will be insufficient to pay off at closing, all loans secured
139 by the property plus liens and closing costs. If Owner is unable to bring additional monies to closing to pay off the remaining loan
140 balances in order to close, Form #2175 (Short Sale Supplement to the Listing Contract) shall be attached.
- 141 10) To fully and promptly disclose in writing any new material information pertaining to the property that is discovered at any time
142 prior to closing.

143 **OWNER AUTHORIZES BROKER AND THEIR AFFILIATED LICENSEES TO**

- 144 1) Use all reasonable and recognized professional practices including, but not limited to, association and cooperation with other brokers
145 provided that such association and cooperation is subject to the other provisions in this form and is not limited or conditioned to the

- 146 retaining of or payment by Owner to a broker, and the right to submit the property to any Multiple Listing Service, the Internet, and
147 any other medium, and provide timely notice of status changes and to provide sales data information, including the final sale price,
148 to the MLS and its members;
- 149 2) Use the undersigned Owner's name and property information for advertising and in trade papers in connection with this transaction;
 - 150 3) Place a suitable sign on the property, if allowed by law;
 - 151 4) Obtain, at Owner's expense, any documentation or certification that may be required in order to comply with any applicable statutes
152 or local ordinances; and,
 - 153 5) Initiate a title examination of the property on behalf of the Owner.

154 **OWNER ACKNOWLEDGES**

- 155 1) Having read the "Broker Assisting Buyer" section above, that Owner understands the provisions of that section and agrees that the
156 election made in that section is made solely by the Owner.
- 157 2) Having read the "Owner Concessions" section above, that Owner understands the provisions of that section and agrees that the
158 election made in that section is made solely by the Owner.
- 159 3) Having read the applicable "Duties and Obligations of Limited Agency".
- 160 4) Having read the applicable "Dual Agents Duties and Obligations".
- 161 5) That this agreement creates an agency relationship and, therefore, prohibits the Broker from acting as a transaction broker.
- 162 6) That under Chapter 429 of the Missouri Revised Statutes, if Owner has contracted with anyone for the provision of work, labor, or
163 materials for the property, Owner may be required to post and record a "notice of intended sale" at least 45 days before the earliest
164 date on which the Owner intends to close, in order to assure that the Owner can deliver clear title at closing; if work labor or
165 materials have been provided, Owner should seek legal advice to comply with this law.

166 **PHOTOGRAPHS AND INTERNET ADVERTISING**

167 1. Owner agrees that Broker may photograph or otherwise electronically capture images of the exterior and, if authorized, interior of the
168 Property ("Images") for static and/or virtual tours of the Property by buyers and others for use on Broker's website, the MLS, and other
169 marketing materials and sites. Owner acknowledges that once Images are placed on the Internet, neither Broker nor Owner has control
170 over who can view such Images, what use viewers may make of the Images, or how long such Images may remain available on the
171 Internet. Owner further assigns any rights in all Images to the Broker and agrees that such Images are the property of Broker and that
172 Broker may use such Images for advertising, including post sale and for Broker's business in the future.

173 **Owner Does OR Does Not** (*check one*) authorize interior images.

174 2. Owner acknowledges that prospective buyers and/or other persons coming onto the property may take photographs, videos or other
175 images of the property. Owner understands that Broker does not have the ability to control or block the taking and use of Images by any
176 such persons. Owner acknowledges that unauthorized persons may take images who do not have access to or have not read any limiting
177 instruction in the MLS or take images regardless of any limiting instruction in the MLS. Once Images are taken and/or put into electronic
178 display on the Internet or otherwise, neither Broker nor Owner has control over who views such Images nor what use viewers may make
179 of the Images.

180 **SURVEILLANCE/RECORDING**

181 Notice to Owner regarding recordings within the property

182 Owner has been advised to remove any items of a personal nature that Owner does not want to be photographed, recorded or transmitted
183 (including but not limited to family photos, paperwork and other personally identifiable information). Owner hereby releases and
184 indemnifies Broker and employees from any liability which may result from any recording or transmitting in the property.

185 In the event Owner has a recording system in the Owner's property that records or transmits audio, Owner understands that recording
186 or transmitting the audio of prospective buyers may result in violation of state or federal wiretapping laws. Owner hereby releases and
187 indemnifies Broker, and employees from any liability which may result from any recording or transmitting in the property.

188 **SMART TECHNOLOGY PRIVACY CONCERNS**

189 If the property contains any smart technology, Owner should prioritize privacy and security by resetting and unlinking all devices,
190 including hubs, cameras, locks, and thermostats. Owner should also clear recorded data, change access codes, and uninstall associated
191 apps. Additionally, Owner should reset any Wi-Fi password (if applicable) to prevent lingering access. Owner should also delete
192 automation scenes and refer to user manuals for specific instructions to ensure a fresh start for new owners, safeguarding Owner's
193 personal information and the security of the property. Owner hereby releases and indemnifies Broker, and employees from any liability
194 resulting from the existence or use of such systems before or after closing.

195 **NON-DISCRIMINATION**

196 The parties understand and agree that it is illegal for either of the parties to refuse to display or sell Owner's property to any person on
197 the basis of race, color, religion, sex, disability, familial status, national origin, ancestry, sexual orientation, or gender identity. The
198 parties agree to comply with all applicable federal, state, and local fair housing laws.

199 **REMEDIES**
200 If Owner breaches this Listing Contract or it becomes necessary for Broker to retain an attorney to enforce any of the terms hereof, then
201 without limiting any other right or remedy hereunder or otherwise available at law or inequity, Broker shall be entitled to recover all
202 costs and expenses of litigation incurred, including but not limited to court costs and reasonable attorney fees. The provisions of this
203 paragraph shall survive the expiration or any earlier expiration of this Listing Contract.

204 **INDEMNIFICATION**
205 Owner agrees to save and hold Broker harmless from all claims, disputes, litigation, judgments, and costs (including reasonable
206 attorney's fees) arising from Seller's breach of this Contract, from any incorrect information or misrepresentation supplied by Owner or
207 from any material facts, including latent defects, that are known to Owner that Owner fails to disclose.

208 **MODIFICATION OF THIS CONTRACT.**
209 No modification of any of the terms of this Contract shall be valid and binding upon the parties or entitled to enforcement unless such
210 modification has first been reduced to writing and signed by the parties.

211 **FRANCHISE DISCLOSURE.**
212 If Broker is a member of a franchise, the franchisor is not responsible for the acts of said Broker.

213 **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT (FIRPTA).**
214 Owner represents that Owner **Is** OR **Is Not** (*check one*) a "foreign person" as described in the Foreign Investment in Real Property
215 Tax Act ("FIRPTA"), 26 USC §1445. A "foreign person" is a nonresident alien individual or foreign corporation that has not made an
216 election to be treated as a domestic corporation, foreign partnership, trust, or estate. It does not include a US citizen or resident alien
217 individual. If Owner is a foreign person as defined in FIRPTA, then (among other things) mandatory withholding of funds from the sale
218 proceeds may be required. Due to the complexity and potential risks of FIRPTA, Owner should seek legal and tax advice regarding
219 compliance, particularly if an exception is claimed to apply or to be relied upon.

220 **BROKER DISCLOSURE FORM.**
221 Seller acknowledges receipt of the Broker Disclosure Form prescribed by the MREC (Missouri Real Estate Commission) by either a) on
222 or before the signing of the (this) Seller's agency agreement, or b) upon the licensee obtaining any personal or financial information,
223 whichever occurs first.

224 **ELECTRONIC SIGNATURES.**
225 All parties agree that this transaction can be conducted by electronic/digital signatures, according to the Uniform Electronic Transaction
226 Act as adopted by the state of Missouri.

227 Owner and Broker agree that either party may acknowledge amendments to this Contract by email communications from one of the
228 following email addresses. Authorization is not granted if no email address is provided.

229 **(Signature Lines Appear on the Following Page)**

Initials of Seller to acknowledge they have read this page _____ / _____

230	_____	_____	_____	_____
231	OWNER SIGNATURE	DATE	OWNER SIGNATURE	DATE
232	_____	_____	_____	_____
233	Owner Printed Name		Owner Printed Name	
234	_____	_____	_____	_____
235	Owner Current Address		Owner Current Address	
236	_____	_____	_____	_____
237	Owner City, State, Zip		Owner City, State, Zip	
238	_____	_____	_____	_____
239	Owner Email Address		Owner Email Address	
240	_____	_____	_____	_____
241	Owner Phone		Owner Phone	
242				
243	<input type="checkbox"/> Check box to indicate if Owner is using Additional Signature Rider Form 2051, in which case, an additional signature page is required			
244	for each separate rider, addendum amendment, or other related document.			
245				
246	_____	_____	_____	_____
247	BROKER (Company)		AUTHORIZED AGENT SIGNATURE	DATE
248			_____	
249			Authorized Agent Printed Name	
250			_____	
251			Authorized Agent Email	
252	_____	_____	_____	_____
253	BROKER SIGNATURE	DATE	Broker Printed Name	
	<i>(if required by company policy or the practice of Designated Agency)</i>			

254 **RELEVANT ASPECTS OF MISSOURI REAL ESTATE LAW ARE REFERENCED BELOW:**

255 **DUTIES AND OBLIGATIONS OF LIMITED AGENCY (as required by 339.730 RSMo).**

256 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
257 and obligations:

- 258 (1) To perform the terms of the written agreement made with the client;
- 259 (2) To exercise reasonable skill and care for the client;
- 260 (3) To promote the interests of the client with the utmost good faith, loyalty, and fidelity, including:
 - 261 (a) Seeking a price and terms which are acceptable to the client, except that the licensee shall not be obligated to seek
262 additional offers to purchase the property while the property is subject to a contract for sale or to seek additional offers
263 to lease the property while the property is subject to a lease or letter of intent to lease;
 - 264 (b) Presenting all written offers to and from the client in a timely manner regardless of whether the property is subject to a
265 contract for sale or lease or a letter of intent to lease;
 - 266 (c) Disclosing to the client all adverse material facts actually known or that should have been known by the licensee;
267 and
 - 268 (d) Advising the client to obtain expert advice as to material matters about which the licensee knows but the specifics of
269 which are beyond the expertise of the licensee;
- 270 (4) To account in a timely manner for all money and property received;
- 271 (5) To comply with all requirements of sections 339.710 to 339.860, subsection 2 of section 339.100, and any rules and regulations
272 promulgated pursuant to those sections; and
- 273 (6) To comply with any applicable federal, state, and local laws, rules, regulations, and ordinances, including fair housing and civil
274 rights statutes and regulations.

275 2. A licensee acting as a seller's or landlord's agent shall not disclose any confidential information about the client unless disclosure is
276 required by statute, rule or regulation or failure to disclose the information would constitute a misrepresentation or unless disclosure
277 is necessary to defend the affiliated licensee against an action of wrongful conduct in an administrative or judicial proceeding or
278 before a professional committee. No cause of action shall arise against a licensee acting as a seller's or landlord's agent for making
279 any required or permitted disclosure.

280 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
281 customer all adverse material facts actually known or that should have been known by the licensee. A seller's or landlord's agent owes
282 no duty to conduct an independent inspection or discover any adverse material facts for the benefit of the customer and owes no duty
283 to independently verify the accuracy or completeness of any statement made by the client or any independent inspector.

284 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
285 competing properties for sale or lease without breaching any duty or obligation to the client.

286 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
287 compensated as subagents. Any designated broker acting as a subagent on the seller's or landlord's behalf shall be a limited agent with
288 the obligations and responsibilities set forth in subsections 1 to 4 of this section.

289 **MINIMUM BROKERAGE SERVICES (as required by 339.780.7 RSMo).**

290 Pursuant to Missouri Law, Broker, through its designated broker and/or through one or more affiliated licensees, shall provide, at a
291 minimum, the following services:

- 292 (1) Accepting delivery of and presenting to the client or customer offers and counteroffers to buy, sell, or lease the client's or
293 customer's property or the property the client or customer seeks to purchase or lease;
- 294 (2) Assisting the client or customer in developing, communicating, negotiating and presenting offers, counteroffers and notices that
295 relate to the offers and the counteroffers until a lease or purchase agreement is signed and all contingencies are satisfied or waived;
296 and
- 297 (3) Answering the client's or customer's questions relating to the offers, counteroffers, notices, and contingencies.

298 **DUAL AGENTS DUTIES AND OBLIGATIONS (as required by 339.750 RSMo).**

299 1. A licensee may act as a dual agent only with the consent of all parties to the transaction. Consent shall be presumed by a written
300 agreement pursuant to section 339.780.

- 301 2. A dual agent shall be a limited agent for both the seller and buyer or the landlord and tenant and shall have the duties and obligations
302 required by sections 339.730 and 339.740 unless otherwise provided for in this section.
- 303 3. Except as provided in subsections 4 and 5 of this section, a dual agent may disclose any information to one client that the licensee
304 gains from the other client if the information is material to the transaction unless it is confidential information as defined in section
305 339.710.
- 306 4. The following information shall not be disclosed by a dual agent without the consent of the client to whom the information pertains:
307 (1) That a buyer or tenant is willing to pay more than the purchase price or lease rate offered for the property;
308 (2) That a seller or landlord is willing to accept less than the asking price or lease rate for the property;
309 (3) What the motivating factors are for any client buying, selling, or leasing the property;
310 (4) That a client will agree to financing terms other than those offered; and
311 (5) The terms of any prior offers or counter offers made by any party.
- 312 5. A dual agent shall not disclose to one client any confidential information about the other client unless the disclosure is required by
313 statute, rule, or regulation or failure to disclose the information would constitute a misrepresentation or unless disclosure is necessary
314 to defend the affiliated licensee against an action of wrongful conduct in an administrative or judicial proceeding or before a
315 professional committee. No cause of action for any person shall arise against a dual agent for making any required or permitted
316 disclosure. A dual agent does not terminate the dual agency relationship by making any required or permitted disclosure.
- 317 6. In a dual agency relationship, there shall be no imputation of knowledge or information between the client and the dual agent or
318 among persons within an entity engaged as a dual agent.

This document has legal consequences.
If you do not understand it, consult your attorney.
The text of this form may not be altered in any manner
without written acknowledgment of all parties.

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Form # 2047 01/25

LISTING CONTRACT (Limited Agency) (EXCLUSIVE RIGHT TO SELL)

1 _____, the owner of record (hereinafter referred to
2 as "Owner") in the municipality of _____ (if incorporated), County of _____,
3 Missouri, known as and numbered _____

4 _____ (legal description to govern), hereby appoints
5 Listing Brokerage _____ (hereinafter referred to as "Broker")
6 as sole and exclusive agent with the exclusive right to market and sell or exchange this property upon the below terms and conditions.
7 The term Broker shall refer to the listing brokerage and any affiliated licensees throughout this agreement. Owner represents that they
8 have the legal right to make an absolute sale of this property.

9 TERM

10 This Contract begins on the Effective Date and ends at 11:59 p.m. on _____, together with any written extension
11 thereof ("Expiration Date"). The "Effective Date" shall be the date of final acceptance thereof, as indicated by the date adjacent to the
12 signature of the last party to sign this Contract or (specify if otherwise) _____

13 LISTING PRICE

14 The listing price for this property shall be \$ _____ ("Listing Price").

15 COMPENSATION FOR SERVICES.

16 **Note: The amount of compensation is not set by law. Compensation is set by each broker and is negotiable, subject to individual**
17 **broker policy.**

18 If, during the Term of this Listing Contract, Broker presents an offer to purchase the property from a ready, willing, and able buyer at
19 the Listing Price, or if Owner enters into a contract or receives an offer that results in a contract for the sale or exchange of the property
20 at any price and upon any terms to which Owner consents, Owner shall be obligated to pay compensation as follows:

21 **Listing Broker Compensation:** _____ (%) of the purchase price (\$0 if none stated), \$ _____ as a flat amount (\$0 if
22 none stated), AND Other: (describe) _____
23 _____ (N/A if left blank).

24 **Unrepresented Buyer.** In the event buyer is not represented by a broker, Listing Broker Compensation (check one)

- 25 shall remain the same as the amount listed under Listing Broker Compensation OR
26 shall be modified as follows _____ % of the sales price, AND \$ _____.

27 **Additional Listing Broker Compensation.** Owner agrees to pay Broker additional compensation of \$ _____ (\$0 if none stated).
28 This additional compensation (check one) Shall OR Shall Not be credited against any other compensation owed by Owner to
29 Broker and shall be due and payable to Broker on (if applicable, check one):

- 30 the Effective Date of this Listing Contract, regardless of whether or not a ready, willing, and able buyer is procured, and which shall
31 be deemed earned upon receipt.
32 only if and on the same date that the other compensation above provided for is payable.

33 The compensation amount shall be determined by the total purchase or exchange price without reduction for any other charges (i.e.,
34 closing adjustments, points, liens, mortgages, compensation, etc.). Owner agrees that such compensation shall be paid if the property is
35 sold, exchanged, or otherwise transferred by Owner within _____ days (0 days if left blank) following the Term of this
36 Contract or any extensions thereof ("Protection Period") to anyone to whom the property was presented during the Term of this Contract,
37 provided Owner has received by the Expiration Date written notice of the names of said prospects, or the names of Broker and affiliated
38 licensees representing such prospects. No compensation is owed if Owner enters into a bona fide listing agreement with another licensed
39 real estate broker and Owner pays that broker compensation on that transaction.

40 Unless otherwise stated, all compensation owed under this agreement is to be paid at closing, which in the case of a sale on contract for
41 deed shall be at the time buyer and Owner execute the initial contract or agreement for deed.

Initials of Seller to acknowledge they have read this page _____ / _____

42 **Broker Assisting Buyer.** Owner acknowledges that Broker is authorized to cooperate with other brokers and any affiliated licensees in
43 Broker's firm acting pursuant to any other brokerage relationship as defined by 339.710 to 339.860 RSMo, including but not limited to
44 buyer's agents, subagents, and/or transaction brokers ("Selling Broker"). In addition to the Listing Broker Compensation listed above,
45 Owner acknowledges buyer may request Owner to compensate some or all of Selling Broker's compensation. **Owner has no obligation**
46 **to pay Selling Broker's compensation. Selling Broker's compensation is negotiable and will be determined by a ratified sale**
47 **contract between Owner and buyer.** Owner acknowledges that a Selling Broker may represent the interest of buyers only. (Check
48 one):

- 49 Owner authorizes Broker to disclose and market Owner's willingness to compensate Selling Broker.
50 Owner does not authorize Broker to disclose and market Owner's willingness to compensate Selling Broker

51 Owner authorizes escrow agent to pay the Selling Broker's compensation directly to Selling Broker at closing.

52 **Note: Owner acknowledges that sale contract offers and compensation agreement(s) may contain terms to compensate the**
53 **Selling Broker. Owner understands the provisions of this section and agrees that the election made in this section is made solely**
54 **by Owner.**

55 **Owner Concessions**

56 Owner concessions is a payment from Owner towards buyer's charges and closing costs (e.g., loan origination fees, discount points,
57 buy-down or subsidy fees, prepaids, Selling Broker's fees or other charges, as allowed by lender(s).

- 58 Owner authorizes Broker to disclose and market Owner's willingness to consider concessions.
59 Owner does not authorize Broker to disclose and market Owner's willingness to consider concessions.

60 **DUAL AGENCY**

61 Does Owner consent to Broker acting as a dual agent? (*check one*)

- 62 **Yes** **No** **Not Applicable** because dual agency is not allowed by Broker's company policy. See Dual Agent Duties and
63 Obligations.

64 **SELLER LIMITED AGENCY AS STARTING POINT**

65 Pursuant to this Listing Contract, Broker will initially be acting in the capacity of Owner's limited agent, with the duties and obligations
66 of a seller's limited agent under Missouri law as set forth following the parties' signatures below. However, Owner acknowledges that
67 from time to time, a prospective buyer may engage Broker to act in one of several possible capacities with respect to that buyer,
68 depending on what brokerage relationships are permitted by Broker's company policy. Under various circumstances, Missouri law may
69 permit or require a conversion of Broker's brokerage relationship with Owner to a different brokerage relationship. Any conversion to
70 a different brokerage relationship shall only be made upon Owner's written consent, as required by rule or regulation.

71 **DESIGNATED AGENCY**

72 If, as authorized by Missouri law, Broker policy authorizes its affiliated licensees to act as Designated Agents,
73 _____ is appointed as Owner's Designated Agent. In the event
74 the Designated Agent is not available at any given time, any of the following agents affiliated with the Broker are hereby appointed to
75 represent Owner without further notice: (*If a Designated Agent is appointed, the Designated Broker must sign this agreement.*)

76 _____
77 _____

78 **PREVIOUS REPRESENTATION**

79 Owner understands that Broker may have previously represented a buyer who is interested in the property. During that representation,
80 Broker may have learned material information about the buyer that is considered confidential. Under the law, Broker may not disclose
81 any such confidential information to Owner.

82 **BUYERS REPRESENTATIVE**

83 Owner acknowledges that prospective buyers may elect to employ the services of a designated broker as their own agent. Owner also
84 acknowledges that from time to time, a prospective buyer may engage Broker to act in one of several possible capacities with respect to
85 that buyer, depending on what brokerage relationships are permitted by Broker's company policy.

86 **HOME WARRANTY**

87 Owner acknowledges the availability of home warranty protection plans and agrees to (*check one*):

- 88 Offer a warranty plan
89 Not offer a warranty plan
90 Consider a warranty plan at a later date

91 **DISCLOSURE AUTHORIZATIONS**

92 Offers. Owner Does OR Does Not (check one) permit Broker to disclose the existence of offers on the property.
93 Terms. Owner Does OR Does Not (check one) permit Broker to disclose the terms of offers on the property; provided, however,
94 that Broker is permitted to disclose such terms as may be required by the MLS, applicable brokerage laws, or Broker’s policy.

95 **BROKER ROLE**

96 Broker is not an expert in law, tax, financing, surveying, structural, mechanical conditions, hazardous materials, environmental risks,
97 engineering, or other specialized topics. Broker strongly encourages contacting the appropriate professional if questions or concerns
98 exist.

99 **PROPERTY ACCESS AND KEY BOX SYSTEM**

100 Owner Does OR Does Not (check one) permit Broker to place a key box on the property.
101 If authorized above, Owner permits Broker to place a key box on the property, a locked container that holds a key(s) to the property and
102 enables access to the property at reasonable times to facilitate the showing and sale or exchange of the property. In its sole discretion,
103 Broker may grant unaccompanied access to its affiliated licensees and other Subscribers of the St. Louis Area Regional Key Box System
104 (“System”). Owner shall, without limitation, indemnify and hold harmless Broker and Subscribers, the key box manufacturer, and the
105 key box distributor/service center against and from any actions, suits, costs, expenses, damages, and liabilities, including attorney’s fees
106 arising out of, connected with or resulting from the use of a key box. Owner shall not, however, indemnify, or hold System Subscribers
107 harmless for claims arising out of the intentional or negligent acts of the Subscribers.

108 **Note: Subscribers to the St. Louis Area Regional Key Box System could include but are not limited to Broker and their affiliated**
109 **licensees, appraisers, inspectors, lenders, surveyors, home stagers, etc. (“Subscribers”)**

110 **SPECIAL AGREEMENTS.** (none if left blank)

111 _____
112 _____
113 _____
114 _____
115 _____

116 **OWNER RESPONSIBILITY TO DISCLOSE**

117 Owner represents that, except as noted on the Seller’s Disclosure Statement or otherwise in writing:
118 1) Owner knows of no actual or proposed special subdivision or condominium assessments.
119 2) Owner knows of no structural or other material defects or material facts that adversely affect the value of the property.
120 3) All of the property's mechanical elements and the appliances sold herewith are in proper working condition or will be restored to
121 proper working condition as of the date of closing. This representation shall not be construed to be a warranty of condition but shall
122 constitute the Owner’s opinion.
123 4) Owner will fully and promptly disclose in writing any new or material information pertaining to the property that is discovered at
124 any time prior to closing.

125 **OWNER AGREES**

- 126 1) To cooperate with Broker to facilitate the showing, marketing, and sale of the property.
- 127 2) Not to lease the property during this listing without Broker’s prior written approval.
- 128 3) To refer to the Broker any offer or inquiry regarding the property which may be received by the Owner during the Term of this
129 Contract.
- 130 4) To leave all utilities on through the day of closing in order to facilitate showings, inspections, and the buyer’s final walk-through
131 of the property unless otherwise agreed to or disclosed in writing.
- 132 5) To remove or secure and (if Owner desires) insure all property and valuables (including but not limited to firearms, money,
133 medicine, and jewelry) to assume the risk for any vandalism, theft, or damage of any kind.
- 134 6) To maintain the property in good repair through the date of closing.
- 135 7) To allow Broker to assist prospective buyers authorized by Broker to have access to the property at all reasonable times to show
136 the property to such prospects.
- 137 8) To promptly furnish the Broker with a copy of any available survey report.
- 138 9) To advise Broker if there is a likelihood that Owner's net sale proceeds will be insufficient to pay off at closing, all loans secured
139 by the property plus liens and closing costs. If Owner is unable to bring additional monies to closing to pay off the remaining loan
140 balances in order to close, Form #2175 (Short Sale Supplement to the Listing Contract) shall be attached.
- 141 10) To fully and promptly disclose in writing any new material information pertaining to the property that is discovered at any time
142 prior to closing.

143 **OWNER AUTHORIZES BROKER AND THEIR AFFILIATED LICENSEES TO**

144 1) Use all reasonable and recognized professional practices including, but not limited to, association and cooperation with other brokers
145 provided that such association and cooperation is subject to the other provisions in this form and is not limited or conditioned to the

- 146 retaining of or payment by Owner to a broker, and the right to submit the property to any Multiple Listing Service, the Internet, and
147 any other medium, and provide timely notice of status changes and to provide sales data information, including the final sale price,
148 to the MLS and its members;
- 149 2) Use the undersigned Owner's name and property information for advertising and in trade papers in connection with this transaction;
 - 150 3) Place a suitable sign on the property, if allowed by law;
 - 151 4) Obtain, at Owner's expense, any documentation or certification that may be required in order to comply with any applicable statutes
152 or local ordinances; and,
 - 153 5) Initiate a title examination of the property on behalf of the Owner.

154 **OWNER ACKNOWLEDGES**

- 155 1) Having read the "Broker Assisting Buyer" section above, that Owner understands the provisions of that section and agrees that the
156 election made in that section is made solely by the Owner.
- 157 2) Having read the "Owner Concessions" section above, that Owner understands the provisions of that section and agrees that the
158 election made in that section is made solely by the Owner.
- 159 3) Having read the applicable "Duties and Obligations of Limited Agency".
- 160 4) Having read the applicable "Dual Agents Duties and Obligations".
- 161 5) That this agreement creates an agency relationship and, therefore, prohibits the Broker from acting as a transaction broker.
- 162 6) That under Chapter 429 of the Missouri Revised Statutes, if Owner has contracted with anyone for the provision of work, labor, or
163 materials for the property, Owner may be required to post and record a "notice of intended sale" at least 45 days before the earliest
164 date on which the Owner intends to close, in order to assure that the Owner can deliver clear title at closing; if work labor or
165 materials have been provided, Owner should seek legal advice to comply with this law.

166 **PHOTOGRAPHS AND INTERNET ADVERTISING**

167 1. Owner agrees that Broker may photograph or otherwise electronically capture images of the exterior and, if authorized, interior of the
168 Property ("Images") for static and/or virtual tours of the Property by buyers and others for use on Broker's website, the MLS, and other
169 marketing materials and sites. Owner acknowledges that once Images are placed on the Internet, neither Broker nor Owner has control
170 over who can view such Images, what use viewers may make of the Images, or how long such Images may remain available on the
171 Internet. Owner further assigns any rights in all Images to the Broker and agrees that such Images are the property of Broker and that
172 Broker may use such Images for advertising, including post sale and for Broker's business in the future.

173 **Owner Does OR Does Not** (check one) authorize interior images.

174 2. Owner acknowledges that prospective buyers and/or other persons coming onto the property may take photographs, videos or other
175 images of the property. Owner understands that Broker does not have the ability to control or block the taking and use of Images by any
176 such persons. Owner acknowledges that unauthorized persons may take images who do not have access to or have not read any limiting
177 instruction in the MLS or take images regardless of any limiting instruction in the MLS. Once Images are taken and/or put into electronic
178 display on the Internet or otherwise, neither Broker nor Owner has control over who views such Images nor what use viewers may make
179 of the Images.

180 **SURVEILLANCE/RECORDING**

181 Notice to Owner regarding recordings within the property

182 Owner has been advised to remove any items of a personal nature that Owner does not want to be photographed, recorded or transmitted
183 (including but not limited to family photos, paperwork and other personally identifiable information). Owner hereby releases and
184 indemnifies Broker and employees from any liability which may result from any recording or transmitting in the property.

185 In the event Owner has a recording system in the Owner's property that records or transmits audio, Owner understands that recording
186 or transmitting the audio of prospective buyers may result in violation of state or federal wiretapping laws. Owner hereby releases and
187 indemnifies Broker, and employees from any liability which may result from any recording or transmitting in the property.

188 **SMART TECHNOLOGY PRIVACY CONCERNS**

189 If the property contains any smart technology, Owner should prioritize privacy and security by resetting and unlinking all devices,
190 including hubs, cameras, locks, and thermostats. Owner should also clear recorded data, change access codes, and uninstall associated
191 apps. Additionally, Owner should reset any Wi-Fi password (if applicable) to prevent lingering access. Owner should also delete
192 automation scenes and refer to user manuals for specific instructions to ensure a fresh start for new owners, safeguarding Owner's
193 personal information and the security of the property. Owner hereby releases and indemnifies Broker, and employees from any liability
194 resulting from the existence or use of such systems before or after closing.

195 **NON-DISCRIMINATION**

196 The parties understand and agree that it is illegal for either of the parties to refuse to display or sell Owner's property to any person on
197 the basis of race, color, religion, sex, disability, familial status, national origin, ancestry, sexual orientation, or gender identity. The
198 parties agree to comply with all applicable federal, state, and local fair housing laws.

199 **REMEDIES**
200 If Owner breaches this Listing Contract or it becomes necessary for Broker to retain an attorney to enforce any of the terms hereof, then
201 without limiting any other right or remedy hereunder or otherwise available at law or inequity, Broker shall be entitled to recover all
202 costs and expenses of litigation incurred, including but not limited to court costs and reasonable attorney fees. The provisions of this
203 paragraph shall survive the expiration or any earlier expiration of this Listing Contract.

204 **INDEMNIFICATION**
205 Owner agrees to save and hold Broker harmless from all claims, disputes, litigation, judgments, and costs (including reasonable
206 attorney's fees) arising from Seller's breach of this Contract, from any incorrect information or misrepresentation supplied by Owner or
207 from any material facts, including latent defects, that are known to Owner that Owner fails to disclose.

208 **MODIFICATION OF THIS CONTRACT.**
209 No modification of any of the terms of this Contract shall be valid and binding upon the parties or entitled to enforcement unless such
210 modification has first been reduced to writing and signed by the parties.

211 **FRANCHISE DISCLOSURE.**
212 If Broker is a member of a franchise, the franchisor is not responsible for the acts of said Broker.

213 **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT (FIRPTA).**
214 Owner represents that Owner **Is** OR **Is Not** (*check one*) a "foreign person" as described in the Foreign Investment in Real Property
215 Tax Act ("FIRPTA"), 26 USC §1445. A "foreign person" is a nonresident alien individual or foreign corporation that has not made an
216 election to be treated as a domestic corporation, foreign partnership, trust, or estate. It does not include a US citizen or resident alien
217 individual. If Owner is a foreign person as defined in FIRPTA, then (among other things) mandatory withholding of funds from the sale
218 proceeds may be required. Due to the complexity and potential risks of FIRPTA, Owner should seek legal and tax advice regarding
219 compliance, particularly if an exception is claimed to apply or to be relied upon.

220 **BROKER DISCLOSURE FORM.**
221 Seller acknowledges receipt of the Broker Disclosure Form prescribed by the MREC (Missouri Real Estate Commission) by either a) on
222 or before the signing of the (this) Seller's agency agreement, or b) upon the licensee obtaining any personal or financial information,
223 whichever occurs first.

224 **ELECTRONIC SIGNATURES.**
225 All parties agree that this transaction can be conducted by electronic/digital signatures, according to the Uniform Electronic Transaction
226 Act as adopted by the state of Missouri.

227 Owner and Broker agree that either party may acknowledge amendments to this Contract by email communications from one of the
228 following email addresses. Authorization is not granted if no email address is provided.

229 **(Signature Lines Appear on the Following Page)**

Initials of Seller to acknowledge they have read this page _____ / _____

230 _____

231 OWNER SIGNATURE DATE OWNER SIGNATURE DATE

232 _____

233 Owner Printed Name Owner Printed Name

234 _____

235 Owner Current Address Owner Current Address

236 _____

237 Owner City, State, Zip Owner City, State, Zip

238 _____

239 Owner Email Address Owner Email Address

240 _____

241 Owner Phone Owner Phone

242

243 Check box to indicate if Owner is using Additional Signature Rider Form 2051, in which case, an additional signature page is required

244 for each separate rider, addendum amendment, or other related document.

245

246 _____

247 BROKER (Company) AUTHORIZED AGENT SIGNATURE DATE

248 _____

249 Authorized Agent Printed Name

250 _____

251 Authorized Agent Email

252 _____

253 BROKER SIGNATURE DATE Broker Printed Name
(if required by company policy or the practice of Designated Agency)

SAMPLE

254 **RELEVANT ASPECTS OF MISSOURI REAL ESTATE LAW ARE REFERENCED BELOW:**

255 **DUTIES AND OBLIGATIONS OF LIMITED AGENCY (as required by 339.730 RSMo).**

256 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
257 and obligations:

- 258 (1) To perform the terms of the written agreement made with the client;
259 (2) To exercise reasonable skill and care for the client;
260 (3) To promote the interests of the client with the utmost good faith, loyalty, and fidelity, including:
261 (a) Seeking a price and terms which are acceptable to the client, except that the licensee shall not be obligated to seek
262 additional offers to purchase the property while the property is subject to a contract for sale or to seek additional offers
263 to lease the property while the property is subject to a lease or letter of intent to lease;
264 (b) Presenting all written offers to and from the client in a timely manner regardless of whether the property is subject to a
265 contract for sale or lease or a letter of intent to lease;
266 (c) Disclosing to the client all adverse material facts actually known or that should have been known by the licensee;
267 and
268 (d) Advising the client to obtain expert advice as to material matters about which the licensee knows but the specifics of
269 which are beyond the expertise of the licensee;
270 (4) To account in a timely manner for all money and property received;
271 (5) To comply with all requirements of sections 339.710 to 339.860, subsection 2 of section 339.100, and any rules and regulations
272 promulgated pursuant to those sections; and
273 (6) To comply with any applicable federal, state, and local laws, rules, regulations, and ordinances, including fair housing and civil
274 rights statutes and regulations.

275 2. A licensee acting as a seller's or landlord's agent shall not disclose any confidential information about the client unless disclosure is
276 required by statute, rule or regulation or failure to disclose the information would constitute a misrepresentation or unless disclosure
277 is necessary to defend the affiliated licensee against an action of wrongful conduct in an administrative or judicial proceeding or
278 before a professional committee. No cause of action shall arise against a licensee acting as a seller's or landlord's agent for making
279 any required or permitted disclosure.

280 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
281 customer all adverse material facts actually known or that should have been known by the licensee. A seller's or landlord's agent owes
282 no duty to conduct an independent inspection or discover any adverse material facts for the benefit of the customer and owes no duty
283 to independently verify the accuracy or completeness of any statement made by the client or any independent inspector.

284 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
285 competing properties for sale or lease without breaching any duty or obligation to the client.

286 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
287 compensated as subagents. Any designated broker acting as a subagent on the seller's or landlord's behalf shall be a limited agent with
288 the obligations and responsibilities set forth in subsections 1 to 4 of this section.

289 **MINIMUM BROKERAGE SERVICES (as required by 339.780.7 RSMo).**

290 Pursuant to Missouri Law, Broker, through its designated broker and/or through one or more affiliated licensees, shall provide, at a
291 minimum, the following services:

- 292 (1) Accepting delivery of and presenting to the client or customer offers and counteroffers to buy, sell, or lease the client's or
293 customer's property or the property the client or customer seeks to purchase or lease;
294 (2) Assisting the client or customer in developing, communicating, negotiating and presenting offers, counteroffers and notices that
295 relate to the offers and the counteroffers until a lease or purchase agreement is signed and all contingencies are satisfied or waived;
296 and
297 (3) Answering the client's or customer's questions relating to the offers, counteroffers, notices, and contingencies.

298 **DUAL AGENTS DUTIES AND OBLIGATIONS (as required by 339.750 RSMo).**

299 1. A licensee may act as a dual agent only with the consent of all parties to the transaction. Consent shall be presumed by a written
300 agreement pursuant to section 339.780.

- 301 2. A dual agent shall be a limited agent for both the seller and buyer or the landlord and tenant and shall have the duties and obligations
302 required by sections 339.730 and 339.740 unless otherwise provided for in this section.
- 303 3. Except as provided in subsections 4 and 5 of this section, a dual agent may disclose any information to one client that the licensee
304 gains from the other client if the information is material to the transaction unless it is confidential information as defined in section
305 339.710.
- 306 4. The following information shall not be disclosed by a dual agent without the consent of the client to whom the information pertains:
307 (1) That a buyer or tenant is willing to pay more than the purchase price or lease rate offered for the property;
308 (2) That a seller or landlord is willing to accept less than the asking price or lease rate for the property;
309 (3) What the motivating factors are for any client buying, selling, or leasing the property;
310 (4) That a client will agree to financing terms other than those offered; and
311 (5) The terms of any prior offers or counter offers made by any party.
- 312 5. A dual agent shall not disclose to one client any confidential information about the other client unless the disclosure is required by
313 statute, rule, or regulation or failure to disclose the information would constitute a misrepresentation or unless disclosure is necessary
314 to defend the affiliated licensee against an action of wrongful conduct in an administrative or judicial proceeding or before a
315 professional committee. No cause of action for any person shall arise against a dual agent for making any required or permitted
316 disclosure. A dual agent does not terminate the dual agency relationship by making any required or permitted disclosure.
- 317 6. In a dual agency relationship, there shall be no imputation of knowledge or information between the client and the dual agent or
318 among persons within an entity engaged as a dual agent.

SAMPLE

This document has legal consequences.
If you do not understand it, consult your attorney.
The text of this form may not be altered in any manner
without written acknowledgment of all parties.

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of Metropolitan St. Louis.

Form # 2090 ~~10/2401/25~~

RESIDENTIAL SALE CONTRACT

DATE: _____

1. PARTIES AND PROPERTY

_____, Buyer(s), agrees to purchase from the undersigned Seller, the following real property in the municipality of (if incorporated) _____, County of _____, Missouri (legal description on Seller's title to govern) being all the real property Seller owns at said address: _____.

2. INCLUSIONS AND EXCLUSIONS

Note: This contract, not the Seller's Disclosure Statement, the MLS or other promotional material, provides for what is to be included in this sale. To avoid any misunderstanding, the parties are urged to list as "included" or "excluded" any items which may be subject to question or unclear as to being considered a "fixture" such as electronic equipment. The purchase price includes all existing improvements on the property (if any) and appurtenances, fixtures and equipment (which Seller guarantees to own free and clear) including:

Access to Property

All Keys & Remote Entry Controls
Electric Garage Door Openers & Controls

Exterior

Exterior Lighting, Landscaping & Mailbox
Invisible Pet Fence Systems & Collars

System & Utilities

Built-in Heating, Ventilating & Cooling Systems
Security & Alarm Systems
Radiator Shields
Built-in Plumbing Systems & Fixtures
Water Softeners & Sump Pump
All Window Air Conditioning Units
Central Vacuum System & Attachments

Kitchen/Cooking Related

Dishwashers & Trash Compactors
Ovens/Ranges/Stoves and Attachments
Built-in Microwave Ovens
Attached Gas Fired Barbecue Grills

Electrical, Lighting & TV Related

All Lighting Fixtures & Ceiling Fans
Attached TV Antennas
Attached TV Mounts only
Flush Mounted Speakers

Fire/Fireplace Related

Artificial Fireplace Logs
Attached Fireplace Equipment & Doors

Flooring Related

Attached Floor Coverings

Window/Wall Related

Curtain /Drapery Hardware only
Blinds, Shades, Shutters & Awnings
Attached Mirrors & All Bathroom Mirrors
Attached Shelving/Closet Organizers
Screens & Storm Windows

Miscellaneous

All Articles Now Provided For Tenant Use
Remotes for All Included Items

In addition, the following items are included: _____

The following items are excluded: _____

3. PURCHASE PRICE/CONCESSIONS/EARNEST MONEY

\$_____ is the total purchase price.
\$_____ AND _____% of purchase price (\$0 if none stated) shall be credited by Seller at Closing towards Buyer's closing costs, prepaids, points, Selling Broker compensation, and other fees allowed by lender.
\$_____ earnest money (\$0 if none stated) (**check one**) received for delivery to **OR** to be delivered to _____ escrow agent within _____ days (5 days if none stated) after "Acceptance Deadline" date. Selling Broker to be escrow agent if none specified above.
\$_____ additional earnest money (\$0 if none stated) to be delivered to escrow agent within _____ days after the "Acceptance Deadline" date (15 days if none stated) or _____.

Buyer is requesting Seller to pay compensation to Selling Broker at Closing per the terms of the attached "Broker Compensation Rider" (Form #2109) and/or other compensation agreement. This is in addition to any credit at Closing listed above.

_____/_____
BUYER BUYER Initials BUYER and SELLER acknowledge they have read this page _____/_____
SELLER SELLER

43 Total purchase price, including any adjustments set forth in this contract, less any amount of Seller financing or of Seller's loan
44 being assumed as stipulated in this contract, if applicable, is to be paid at Closing by cashier's check, wire transfer or any form
45 acceptable to closing agent.

46 **4. METHOD OF FINANCING**

47 **Not Contingent Upon Financing.** This contract is not contingent upon financing; however, Buyer reserves the right to finance
48 any portion of the purchase price.

49 **Contingent Upon Financing.** Buyer agrees to do all things necessary, including, but not limited to the execution of a loan
50 application and other instruments, the payment to the lender of the credit report, appraisal and any other required fees, and to
51 otherwise cooperate fully in order to obtain the financing described below. If Buyer does not deliver written notice, provided
52 by Buyer's lender, to Seller or Listing Broker, of Buyer's inability to obtain a loan approval on the terms described below on
53 or before _____ (or 30 days after the "Acceptance Deadline" date if none stated) (the Loan
54 Contingency Date) then this condition shall be deemed waived and Buyer's performance under this contract shall thereafter
55 not be conditioned upon Buyer's obtaining financing. If lender will not give Buyer such written notice then Buyer may directly
56 notify Seller or Listing Broker (on or before the Loan Contingency Date) by providing a notarized affidavit that Buyer has
57 complied with all of the terms of this paragraph and that despite request, Buyer was unable to obtain such written notice from
58 lender. If Buyer has complied with the terms of this paragraph and has provided timely written notice to Seller or Listing Broker
59 of Buyer's inability to obtain the loan approval, then this contract shall be terminated with earnest money to be returned to
60 Buyer, subject to paragraph 12.

61 **Note: If Loan Contingency Date passes without written notice as outlined above, Buyer remains obligated under this**
62 **contract. Therefore, Buyer should be certain that he will have the funds to close. If Buyer's performance under this**
63 **contract is to be independently conditioned upon the property appraising at a specified value, then Buyer should**
64 **complete and attach to this contract an appropriate appraisal rider.**

65 Loan amount: _____ % of the purchase price **OR** \$ _____
66 Initial interest rate not to exceed: _____ %. Amortization term: _____ years
67 Other terms (none if blank): _____
68 LOAN TYPE: (Check applicable) Conventional FHA VA Other: _____
69 RATE TYPE: (Check applicable) Fixed Rate Adjustable Rate Other: _____

70 **5. CLOSING AND POSSESSION**

71 **Note: All parties are encouraged to use the same title company to reduce risk. If Seller does not close at the same title**
72 **company as Buyer, or Seller's choice of title company does not have a common underwriter with Buyer's title company,**
73 **then Seller will be required to sign a Notice of Closing or Settlement Risk acknowledging that their settlement funds are**
74 **not protected by the title insurance underwriter.**

75 The "Closing" is the exchange of the Seller's deed for the total purchase price. Seller shall be deemed to have received funds when
76 funds are received by Seller or Seller's title company. The Closing of this sale shall take place on
77 _____ or any other date that both parties agree in writing. Buyer will close at
78 _____, the title company which provides title insurance. Regardless of who closes
79 for Buyer, Seller may close at the title company of Seller's choice. Title will pass when the sale is closed. Seller to deliver
80 possession of the property and keys to Buyer no later than (check one only): Closing **OR** _____ m (time) of
81 _____ (date) **but in no event prior to Closing as defined above. All parties agree to sign Closing documents**
82 **at a time that facilitates this possession. Note: If possession is to be delivered on a day other than Closing, as defined above,**
83 **parties should complete the appropriate rider.** Deed as directed by Buyer. Except for tenants lawfully in possession, Seller
84 warrants that the property will be vacant and free of personal property (except as otherwise provided herein) and debris, at time of
85 possession and delivered to Buyer in its same condition (together with any improvements or repairs required by this contract),
86 ordinary wear and tear excepted, as it was on the date of this contract. Buyers should change locks and codes following possession.
87 Buyer and Seller authorize title company and/or Closing agent to release to broker(s) signed copies of the Closing statements.
88 **Note: Parties are cautioned to always call to confirm instructions before sending any funds via wire transfer.**

89 **6. RIDERS** The following riders or supplements are attached hereto and incorporated herein as a part of this contract.

- | | |
|--|--|
| 90 <input type="checkbox"/> Appraisal Rider (Form #2046) | <input type="checkbox"/> Possession by Buyer Prior to Closing (Form #2094) |
| 91 <input type="checkbox"/> Back-Up Contract (Form #2120) | <input type="checkbox"/> Possession by Seller After Closing (Form #2095) |
| 92 <input type="checkbox"/> Contingency for Sale and Closing of Buyer's Property (Form #2092) | <input type="checkbox"/> Rental Property Rider (Form #2096) |
| 93 <input type="checkbox"/> Contingency for Closing of Buyer's Property (Form #2092a) | <input type="checkbox"/> Residential Lease (Form #2118) |
| 94 <input type="checkbox"/> Condominiums, Villas or Similar Lifestyle Communities (Form #2059) | <input type="checkbox"/> Review of Indentures/Restrictive Covenants (Form #2143) |
| 95 <input type="checkbox"/> FHA Loan Provision Rider (Form #2135fha) | <input type="checkbox"/> VA Loan Provision Rider (Form #2135va) |
| 96 <input type="checkbox"/> Other: _____ | <input type="checkbox"/> Other: _____ |
| 97 <input type="checkbox"/> Broker Compensation Rider (Form #2109) | |

98 **7. FRANCHISE DISCLOSURE**

99 Although one or more of the Brokers may be a member of a franchise, the franchisor is not responsible for the acts of said Broker(s).

_____/_____/_____
BUYER BUYER Initials BUYER and SELLER acknowledge they have read this page _____/_____
SELLER SELLER

100 **8. TITLE AND SURVEY**

101 Seller shall transfer title to Buyer by general warranty deed (or fiduciary deed, where applicable), subject to the following:
102 a) zoning regulations; b) leases and occupancy of tenants existing on the date contract is executed by Buyer and disclosed to Buyer
103 in writing before execution of contract by Buyer; c) general taxes payable in the current year and thereafter; d) any lien or
104 encumbrance created by or assumed by Buyer in writing or any easement accepted by Buyer in writing; e) subdivision, use and
105 other restrictions, rights of way and utility easements, all of record, which do not adversely affect the use of the property as it exists
106 for residential purposes at the time of the contract.

107 **Check applicable box (whether “Seller to Order, Provide and Purchase Title” or “Buyer to Order, Provide and Purchase**
108 **Title”).**

109 **Seller to Order, Provide and Purchase Title. Note: Any Seller paid title costs set forth below are in addition to any**
110 **Seller paid costs in Paragraph 3.**

111 Not later than _____ days (5 days if none stated) after the “Acceptance Deadline” date, Seller will order a commitment for
112 title insurance to be provided to the Buyer for both an Owner’s policy of title insurance and for a lender’s policy of title insurance
113 (if required by lender) in the latest ALTA form including mechanics lien coverage from the title company selected in paragraph
114 5. Seller and Buyer authorize and direct the title company to furnish this commitment to the Selling Broker and Listing Broker.
115 Seller shall pay for the title insurance (including title premium and title service charges), at Closing, at a cost not to exceed
116 \$_____. Buyer to pay title cost exceeding this amount.

117 **Buyer to Order, Provide and Purchase Title.**

118 Buyer may, at Buyer’s option and expense, order a title examination and commitment to issue an Owner’s and/or lender’s policy
119 of title insurance in the latest ALTA form including mechanics lien coverage from the title company specified in paragraph 5.

120 **Note: This should be ordered promptly after contract acceptance in order to allow sufficient time to obtain and review**
121 **documents, and, if necessary, object to defects that may be discovered.**

122 Buyer may, at Buyer’s option and expense, order a Boundary Survey and Improvement Location (“stake survey”) or a Surveyor’s Real
123 Property Report (SRPR) of the property to determine if there are any defects, encroachments, overlaps, boundary line or acreage
124 discrepancies, or other matters that would be disclosed on a survey.

125 **Note: A “stake survey” is generally required in order to obtain full survey coverage in an Owner’s policy of title insurance.**
126 **A SRPR may or may not disclose all of the defects involving such matters as encroachments, overlaps, boundary line or**
127 **acreage discrepancies.**

128 If any defects are discovered as a result of the title examination, title commitment, or the survey, and if Buyer chooses to act on this
129 contingency, Buyer shall within _____ days (25 days if none stated) after the “Acceptance Deadline” date, furnish a
130 copy of the document evidencing the defect to Seller or Listing Broker stating, in writing, any title or survey defects that are 1)
131 unacceptable to Buyer; 2) not listed above; and 3) adversely affect the use of the property as it exists for residential purposes at the
132 time of the contract. Failure by Seller or Listing Broker to receive such objections to title or survey within such time will constitute
133 a waiver by Buyer of any objections to the title so long as Buyer is able to obtain at Closing, an Owner’s title insurance policy in
134 the latest ALTA form including mechanics lien coverage. If Buyer does timely object to any title or survey defects, Seller has five
135 (5) days from receipt of Buyer’s notice of objection by Seller or Listing Broker, to agree in writing to correct the defects prior to
136 Closing at Seller’s expense. If Seller does not so agree, this contract is terminated unless Buyer, within two (2) additional days,
137 agrees in writing to accept the title and survey “as is”. If the contract is terminated in accordance with the provisions of this paragraph,
138 Buyer’s earnest money is to be returned, subject to paragraph 12 and Seller agrees to reimburse Buyer’s cost to pay for title, survey,
139 inspection(s) and appraisal. Seller shall be responsible for clearing any defects that arise between the date of the contract acceptance
140 and Closing.

141 **Note: Easements, subdivision indentures, and government regulations may affect Buyer’s intended use of the property.**
142 **Construction of improvements (for example: a room addition, fence or swimming pool), non-residential use of the property**
143 **(for example: use of a room for a business), or the right to keep certain vehicles or animals on the property, all may be**
144 **affected. Buyer is advised to review all easements, government regulations, and subdivision indentures before making an**
145 **offer to purchase the property if he plans these or similar uses. If Buyer requires assistance in reviewing easements, surveys,**
146 **indentures, or other matters affecting title or use of the property, Buyer should consult an attorney.**

147 **9. ADJUSTMENTS AND CLOSING COSTS**

148 Adjustments, charges, and Closing costs are agreed to be paid by the parties (subject to Rider #2135fha or #2135va and current
149 FHA and VA regulations) as follows:

150 **Buyer shall pay for (where applicable):**

- 151 • hazard insurance premium(s) and flood insurance premium, if required by lender;
- 152 • survey and title company charges (for example: Closing, recording, escrow, wire and closing protection letter fees) customarily paid by
153 Buyer, subject to paragraph 8;
- 154 • any charges imposed by lender (for example: appraisal and credit report fees, loan discount points, loan origination fees, funding
155 fees, and other loan expenses), unless specifically agreed to be paid by Seller;
- 156 • building, termite, and environmental inspections;
- 157 • the fair market value of any heating oil or propane gas in tank(s) on the property at Closing, based on supplier’s current charges;
- 158 • real estate compensation to broker per separate written agreement;
- 159 • municipal occupancy permit; and
- 160 • agreed upon repairs.

_____/_____/_____
BUYER BUYER Initials BUYER and SELLER acknowledge they have read this page _____/_____
SELLER SELLER

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Seller shall pay for (where applicable):

- existing loans on property (if not assumed by Buyer);
- any expenses of Buyer’s loan agreed to in paragraph 3;
- title company charges (for example: Closing, release, escrow, wire and closing protection letter fees) customarily paid by Seller, subject to paragraph 8;
- municipal, Conservation District and fire district inspection fees;
- special taxes and special assessments levied before Closing;
- real estate compensation to broker per separate written agreement and/or the applicable terms in this Contract; and
- agreed upon repairs.

Buyer and Seller shall have prorated and adjusted between them on the basis of thirty (30) days to the month as of the date of Closing (Seller to pay for last day):

- current rents whether collected or not by Seller (Seller to receive rent for day of Closing); rents which are delinquent over thirty (30) days to be collected by Seller and not adjusted;
- general taxes (based on assessment and rate for current year, if both are available, otherwise based on previous year);
- district improvement assessments for current year; Buyer to pay thereafter;
- subdivision upkeep assessments and monthly condominium fee;
- interest (when Buyer assumes existing loan); and
- flat rate utility charges (including water, sewer, and trash).

10. INSPECTIONS, DISCLAIMERS, AND WARRANTIES

Within _____ days (10 days if none stated) after the “Acceptance Deadline” date (the “Inspection Period”), Buyer may purchase one or more written home inspection report(s) from any independent qualified inspector(s) of the property and improvements as deemed necessary by Buyer, including, but not limited to, environmental hazards; termite and wood-destroying insect infestation and damage; plumbing, including water, well, sewer, septic and waste-water treatment systems; roof and other structural improvements; heating and air conditioning systems and equipment; electrical systems and equipment; swimming pools and equipment; chimneys, flues and gas lines/fuel runs; basement leaks and exterior drainage; and mechanical equipment, including appliances. **Discovery of an unsafe condition(s) may result in immediate shut off of one or more appliances or utilities.** Buyer’s Inspection Period will end upon the delivery of the Inspection Notice described below or the time period stated above, whichever occurs first. Failure by Buyer to purchase and perform an inspection within the time period stated above shall constitute a waiver and acceptance of any conditions an inspection would have disclosed. **Buyer should contact law enforcement officials for information pertaining to whether registered sex offenders or other convicted criminals reside in the area.**

Within the Inspection Period, Buyer shall furnish a written Inspection Notice to Seller or Listing Broker stating one of the following:

- (1) Buyer is satisfied with the inspections. Delivery of inspection reports to Seller or Listing Broker is not required. If Seller or Listing Broker has not received the written Inspection Notice by the end of the Inspection Period, Buyer shall be deemed to be satisfied with the results of any inspections.
- (2) Buyer is terminating the contract, with earnest money to be returned to Buyer, subject to paragraph 12. In this case, Buyer shall have purchased one or more home inspection report(s) from an independent qualified inspector(s), as provided for above, which together cover the substantial structural elements and systems of the property. Buyer shall provide such report(s) to Seller or Listing Broker, if requested by Seller.
- (3) Buyer is willing to close upon satisfaction of the requirements set forth in the Inspection Notice which must be accompanied by a complete copy of the written inspection report(s), purchased by Buyer. The parties have a total of _____ days (10 days if none stated) after date of Seller or Listing Broker’s receipt of the Inspection Notice (the “Resolution Period”) to reach a written agreement as to the requirements set forth in the Inspection Notice, or as to an agreed upon monetary adjustment, or the contract is terminated, and earnest money deposit to be returned to Buyer, subject to paragraph 12. During the Resolution Period, either a written commitment by Seller to meet the requirements originally submitted by Buyer in the Inspection Notice, or a written commitment by Buyer to accept the property without such requirements, shall constitute an “agreement” for purposes of this paragraph even after earlier negotiation failed to produce an agreement.

Buyer acknowledges: 1) that Listing Broker and Selling Broker do not have expertise in determining any defects that may be disclosed by any inspections; 2) that Buyer will not rely upon Listing Broker or Selling Broker in any way as to the selection of a particular company for any inspections, warranties, and services; 3) that any inspections, warranties, and services may be available from more than one company and that the determination to select a particular company and the completeness and satisfaction of any said inspection, warranty or service is the sole responsibility of Buyer; 4) that when choosing an inspector, warranty, service company, title company, lender, repair company, or any other service provider, Buyer should consider, but not be limited by, the existence of errors and omissions insurance, liability insurance, business and professional licensure, membership in professional associations and years of experience; 5) that there have been no warranties, express or implied, by Seller or Brokers.

Home Warranty (Check one):

- Buyer acknowledges that Seller is not providing a limited warranty or service agreement product as a part of this sale. Buyer may purchase one separately, if desired.
- Seller agrees to purchase, on or before Closing, a limited warranty or service agreement to be ordered by Listing Broker **OR** Selling Broker at a cost not to exceed \$_____ and further described _____.

_____/_____/_____
Initials BUYER and SELLER acknowledge they have read this page _____/_____
BUYER BUYER SELLER SELLER

221 **10a. INSURABILITY**

222 This contract is conditioned upon Buyer’s ability to obtain homeowner/hazard insurance for the property. If within _____ days
223 (10 days if none stated) after the “Acceptance Deadline” date (the “Insurability Period”), Buyer does not deliver to Seller or Seller’s
224 Broker a written notice from an insurance company of Buyer’s inability to obtain homeowner/hazard insurance on the property,
225 this condition shall be deemed waived and Buyer’s performance under this contract shall thereafter not be conditioned upon Buyer’s
226 obtaining insurance. If Buyer has complied with the terms of this paragraph and has timely provided written notice to Seller of
227 Buyer’s inability to obtain such insurance, then this contract shall be terminated with earnest money to be returned to Buyer, subject
228 to paragraph 12. **Note: If an inspection by the Buyer’s insurance company is required, it shall be completed prior to the**
229 **expiration of the Insurability Period. If the Buyer is obtaining a loan as referenced in paragraph 4, Buyer should**
230 **communicate insurance information to lender prior to Loan Contingency Date.**

231 **11. GOVERNMENTAL INSPECTIONS AND OCCUPANCY REQUESTS**

232 Seller agrees to immediately request any compliance inspection(s) including municipality, conservation, fire district or any other
233 required governmental authority, at Seller's expense, when such inspection(s) are required. In the event the property and
234 improvements do not meet such requirements or pass such inspection(s), Seller must notify Buyer in writing within
235 _____ days (15 days if none stated) after the “Acceptance Deadline” date of any violations or requirements that Seller
236 will not correct. **Failure of Seller to notify Buyer within this period shall constitute an elimination of Seller's ability to negotiate**
237 **any violations or requirements of the inspections. In such event, Seller agrees to comply with all requirements of the**
238 **inspections prior to Closing.** In the event Seller notifies Buyer of Seller’s refusal to correct all violations, Buyer and Seller have
239 ten (10) days after date of Buyer's receipt of notification from Seller, in which to reach an agreement in writing as to which party will
240 complete and pay for the required corrections, or to an agreed monetary adjustment at Closing in lieu of the correction. **Note: A**
241 **monetary adjustment may affect the terms of Buyer's loan, e.g. down payment, interest rate and private mortgage insurance,**
242 **and may also affect Buyer's ability to obtain an occupancy permit.** If no written agreement is reached within said ten (10) days, this
243 contract is terminated and earnest money to be returned to Buyer, subject to paragraph 12. A written commitment within said ten (10)
244 day period by Seller to make the required corrections, at Seller's expense prior to Closing, or a written commitment within said ten
245 (10) day period by Buyer to accept the property without correction by Seller of those violations contained in the original list provided
246 to Buyer by Seller shall also constitute an “agreement” for the purposes of this paragraph, even after earlier negotiations failed to
247 produce an agreement. In instances where the Buyer must make the occupancy permit request (application) to initiate the inspection
248 process, Buyer agrees to do so within four (4) days after the "Acceptance Deadline” date. Nothing herein shall require Buyer to
249 close this sale if he is unable to obtain an occupancy permit after making a bonafide effort to do so. Buyer is cautioned not to rely on
250 government inspections but should satisfy himself as to the condition of the property (see paragraph 10). Governmental jurisdictions
251 vary in their occupancy requirements, including the time for applying for the permit and the number of occupants permitted. Buyer
252 intends to have no more than _____ persons occupy the property.

253 **11a. LAWN IRRIGATION SYSTEM / BACK FLOW CERTIFICATION**

254 If the property has a lawn irrigation system attached to the public water system, Seller must provide to Buyer, documentation (dated
255 within 12 months prior to Closing) from a certified back flow inspector indicating that the proper back flow prevention device is
256 installed and functioning properly.

257 **12. EARNEST MONEY**

258 Buyer and Seller agree that the earnest money received by the escrow agent in connection with this contract shall be deposited
259 within ten (10) banking days after the “Acceptance Deadline” date. Additional earnest money, if applicable, is to be deposited by
260 escrow agent within ten (10) banking days after receipt. Any earnest money received within ten (10) banking days prior to the
261 scheduled Closing date, shall be in the form of a cashier’s check or any other form acceptable to the escrow agent. If sale is closed,
262 earnest money to apply to the purchase. If any earnest money is being returned to Buyer, Buyer agrees that any expenses for
263 services requested by Buyer may be withheld by escrow agent and paid to the applicable service provider(s). In the event of a
264 dispute over any earnest money held by the escrow agent, the escrow agent shall continue to hold said deposit in its escrow account
265 until: 1) escrow agent has a written release from all parties consenting to its disposition; or 2) until a civil action is filed to determine
266 its disposition (at which time payment may be made into court, and in such event, court costs and escrow agent’s attorney fees will
267 be paid from earnest money); or 3) until a final court judgment mandates its disposition; or 4) as may be required by applicable
268 law. The parties specifically acknowledge and agree that whenever ownership of the earnest money or any other escrowed funds,
269 received by a Missouri licensed real estate broker, is in dispute between the parties, said broker is required by Missouri Statute,
270 Section 339.105.4 RSMo to report and deliver the monies to the State Treasurer within 365 days of the initial projected Closing
271 date. Broker shall not report and deliver any such monies to the State Treasurer until at least sixty (60) days after the initial projected
272 Closing date.

273 **Note: An escrow agent who is not a licensed real estate broker is not bound by Missouri statutes and regulations which apply to**
274 **earnest money deposits. If the escrow agent is not a licensed broker, the parties are urged to have the escrow agent agree in**
275 **writing to be bound by the provisions of this contract before being named as the escrow agent.**

276 **13. REMEDIES**

277 If either party defaults in the performance of any obligation of this contract, the party claiming a default shall notify the other party
278 in writing of the nature of the default and his election of remedy. The notifying party may, but is not required to, provide the
279 defaulting party with a deadline for curing the default. If the default is by Buyer, Seller may either accept the earnest money as
280 liquidated damages and release Buyer from the contract (in lieu of making any claim in court), or may pursue any remedy at law
281 or in equity. If Seller accepts the earnest money, it shall be divided as follows: expenses of broker and Seller in this transaction will
282 be reimbursed, and balance to go one-half to Seller, and one-half divided equally between Listing Broker and Selling Broker (if
283 working as subagent of Seller) in lieu of commission on this contract. If the default is by Seller, Buyer may either release Seller from
284 liability upon Seller’s release of the earnest money and reimbursement to Buyer for all direct costs and expenses, as specified in
285 Buyer’s notice of default (in lieu of making any claim in court), or may pursue any remedy at law and in equity, including enforcement
286 of sale. Buyer’s release of Seller does not relieve Seller of his liability to brokers under the listing contract. In the event of litigation
287 between the parties, the prevailing party shall recover, in addition to damages or equitable relief, the cost of litigation including
288 reasonable attorney’s fee. This provision shall survive Closing and delivery of Seller’s deed to Buyer.

289 **14. LOSS**

290 Risk of loss to the improvements of the property shall be borne by the Seller until title is transferred. If any improvements covered
291 by this contract are damaged or destroyed, Seller shall immediately notify Buyer or Selling Broker in writing of the damage or
292 destruction, the amount of insurance proceeds payable, if any, and whether Seller intends to restore the property prior to Closing,
293 to its condition at the time of the contract. In the event Seller restores the property to its prior condition before scheduled Closing,
294 and provides Buyer with proof of the repairs, Buyer and Seller shall proceed with Closing. In the event the property is not to be
295 restored to its prior condition by the Seller before Closing, Seller shall immediately provide Buyer or Selling Broker with a copy
296 of any policies of insurance, the name and number of the agent for each of said policies, and written authorization (if needed) for
297 Buyer to communicate with the insurer. Buyer may either a) proceed with Closing and be entitled to the amount of insurance
298 proceeds relating to real property improvements, if any, payable to Seller under all policies insuring the improvements plus receive
299 a credit from the Seller at Closing in an amount equal to the deductible not covered by insurance, or b) terminate the contract,
300 thereby releasing all parties from liability hereunder. If all of the aforementioned insurance information is received by the Buyer or
301 Selling Broker more than ten (10) days prior to the scheduled Closing date, Buyer is to give written notification to Seller or Listing
302 Broker as to his election of (a) or (b) above within ten (10) days after the Buyer or Selling Broker’s receipt of such information;
303 and if not received by Buyer or Selling Broker more than ten (10) days prior to the scheduled Closing date, Buyer may, at Buyer’s
304 option and by written notice to Seller or Listing Broker, extend the Closing date up to ten (10) days, during which time Buyer may
305 make his election as to (a) or (b) above. Failure by Buyer to notify Seller shall constitute an election to terminate the contract. If
306 the contract is terminated in accordance with the provisions of this paragraph, Buyer’s earnest money is to be returned, subject to
307 paragraph 12. Seller agrees to reimburse Buyer’s cost to pay for title, survey, inspection(s) and appraisal.

308 **15. ASSIGNABILITY OF CONTRACT**

309 This contract is assignable by Buyer, but not without the written consent of Seller if: a) Seller is taking back a note and deed of
310 trust as part of the purchase price, or b) Buyer is assuming the existing note. Assignment does not relieve the parties from their
311 obligations under the contract.

312 **16. MISCELLANEOUS PROVISIONS**

313 Time is of the essence in the performance of the obligations of the parties. All references to a specified time shall mean Central
314 Time. This contract shall be binding on and for the benefit of the parties and their respective heirs, personal representatives,
315 executors, administrators or assigns. This contract shall be considered a contract for the sale of real property and shall be construed
316 in accordance with the laws of the State of Missouri. This contract constitutes the entire agreement between the parties hereto and
317 there are no other understandings, written or oral, relating to the subject matter hereof. The contract may not be changed, modified
318 or amended, in whole or in part, except in writing signed by all parties.

319 **17. FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT (FIRPTA)**

320 Seller represents that it is not a foreign person as described in the Foreign Investment in Real Property Tax Act [26 U.S.C § 1445]
321 and agrees to deliver a certificate at Closing to that effect which contains Seller’s tax ID number or Green Card.

322 **18. CONSTRUCTION**

323 Words and phrases shall be construed as in the singular or plural number, and as masculine, feminine or gender neutral, according
324 to the context. When the term “Listing Broker” is used, it refers to one of the following: a) a broker working for the Seller under an
325 agency listing contract; or b) a broker assisting the Seller as a transaction broker, whichever is appropriate. When the term “Selling
326 Broker” is used, it refers to one of the following: a) a broker working for the Buyer under a buyer’s agency agreement; b) a broker
327 assisting the Buyer as a subagent of the Seller; or c) a broker assisting the Buyer as a transaction broker, whichever is appropriate.
328 The term “broker” shall include the broker’s affiliated licensees (referred to as “salespeople”). Listing Broker and Selling Broker
329 may be referred to collectively as “Broker” or “Brokers.” **With the exception of the term “banking days” as used in paragraph
330 12, a day is defined as a 24-hour calendar day, seven (7) days per week.**

_____/_____/_____
BUYER BUYER Initials BUYER and SELLER acknowledge they have read this page _____/_____/_____
SELLER SELLER

331 **19. ACCESS, FINAL WALK-THROUGH AND UTILITIES**

332 Seller agrees to permit inspections of the property by inspectors, contractors, termite inspectors, surveyors, engineers and appraisers
333 selected by Buyer as provided for in the contract, or inspections required by Buyer’s lender or insurer, upon reasonable advance
334 notice to Seller. Buyer and Selling Broker may also be present during these inspections. Seller grants Buyer, Selling Broker, and
335 any inspector whose report prompted a request for repairs, the right to enter and walk-through the property, and the right to have
336 the utilities transferred to Buyer, within four (4) days prior to Closing. The purpose of the walk-through is only for the Buyer to
337 confirm that the property is in the same condition, ordinary wear and tear excepted, as it was on the date of this contract, and that
338 repairs are completed in a workmanlike manner. Seller will arrange, at Seller’s expense, to have all utilities turned on during the
339 period specified for any inspection and the walk-through, unless utilities have been transferred to Buyer. Waiver of property and
340 improvement inspections does not waive the right to a walk-through prior to Closing. The Closing does not relieve Seller of Seller’s
341 obligation to complete improvements and repairs required by this contract.

342 **20. FLOOD PLAIN**

343 Buyer may terminate this contract if any portion of the property is located in a designated 100-year flood plain unless disclosed to
344 Buyer in writing prior to contract. If terminated, earnest money to be returned to Buyer, subject to paragraph 12. Failure by Buyer
345 to terminate within 10 days of actual knowledge of 100-year flood plain, or by Closing, whichever occurs first, shall be deemed a
346 waiver by Buyer of this contingency.

347 **21. SPECIAL AGREEMENTS**

348 Special agreements between Buyer and Seller forming a part of this contract: _____
349 _____
350 _____
351 _____
352 _____
353 _____
354 _____

355 **22. SQUARE FOOTAGE AND LOT SIZE DISCLOSURE**

356 Broker is not an expert in measuring and does not measure the total square footage or lot size of the property. To the extent that
357 Broker provides or shares information about the property, the information comes from one or more other sources, is only an
358 approximation and is not verified by Broker. There may be differing standards used in Missouri for measuring total square footage
359 of property, and the available information about total square footage can vary depending upon the source, the measurement standard
360 that was used and the date of measurement. One source for total square footage is public information from the county assessor’s
361 office, but the county assessor’s office does not warrant the accuracy of the information and neither does Broker. If you wish to
362 have verifiable and accurate information about the total square footage of the property, you should retain a qualified professional
363 appraiser to measure the property according to the measurement standard that the appraiser deems appropriate. The price per square
364 foot for any property is a calculation based upon, among other things, total square footage, so price per square foot also is only an
365 approximation and is subject to the same uncertainties and limitations described in this paragraph. If you wish to have verifiable
366 and accurate information on lot size you should retain a licensed surveyor.

367 **23. SELLER’S DISCLOSURE STATEMENT (Check one)**

- 368 Buyer confirms that before signing this offer to purchase, Buyer has read a copy of the Seller’s Disclosure Statement for this
369 property. The Seller’s Disclosure Statement is not a substitute for any inspection that Buyer may wish to obtain. Buyer is
370 advised to address any concerns Buyer may have about information in the statement by use of contingencies in the contract.
371 Seller agrees to provide Buyer with a Seller’s Disclosure Statement within one (1) day after the “Acceptance Deadline” date.
372 Buyer shall have three (3) days after the “Acceptance Deadline” date to review said statements and to declare in writing that
373 the contract is terminated and the earnest money is to be returned to Buyer, subject to paragraph 12. Otherwise, this contingency
374 shall be deemed as waived by Buyer.
375 No Seller’s Disclosure Statement will be provided by Seller.
376 By his signature, Seller confirms that the information in the Seller’s Disclosure Statement is accurate as of the date of this
377 contract. Seller will fully and promptly disclose in writing any new material information pertaining to the property that is
378 discovered at any time prior to Closing. Seller states that if Seller knows or should have known that the property was a lab,
379 production or storage site for methamphetamine, or was the residence of a person convicted of crimes related to
380 methamphetamine, Seller will attach a written description.

381 **Note: The Seller’s Disclosure Statement is not in any way incorporated into the terms of this contract**

382 **24. RELATIONSHIPS & COMMUNICATIONS DISCLOSURES**

383 Buyer and Seller confirm that disclosure of the licensee’s relationship was made no later than the first showing of the property,
384 upon first contact, or immediately upon the occurrence of a change to the relationship.

385 **Note: Under MREC Rules and Regulations, one box must be checked in each of the following two sections by the Selling**
386 **Licensee.**

387 **Licensee assisting Seller is a: (Check appropriate box)**

- 388 Seller’s Agent: Licensee is acting on behalf of the Seller.
- 389 Buyer’s Agent: Licensee is acting on behalf of the Buyer.
- 390 Dual Agent: Licensee is acting on behalf of both Seller and Buyer.
- 391 Designated Agent: Licensee has been designated to act on behalf of the Seller.
- 392 Transaction Broker Assisting Seller: Licensee is not acting on behalf of either Seller or Buyer.

393 **Licensee Personal Interest Disclosure: (Complete only if applicable)**

394 _____(insert name of licensee) is a real
 395 estate broker or salesperson licensed in the state of _____ and is (Check one or more, as applicable)
 396 a party to this transaction; a principal of and/or has a direct or indirect ownership interest with Seller Buyer; and/or
 397 an immediate family member of Seller Buyer Other Specify: _____

398 **Licensee assisting Buyer is a: (Check appropriate box)**

- 399 Buyer’s Agent: Licensee is acting on behalf of the Buyer.
- 400 Seller’s Agent: Licensee is acting on behalf of the Seller.
- 401 Dual Agent: Licensee is acting on behalf of both Buyer and Seller.
- 402 Designated Agent: Licensee has been designated to act on behalf of the Buyer.
- 403 Transaction Broker Assisting Buyer: Licensee is not acting on behalf of either Buyer or Seller.
- 404 Subagent of Seller: Licensee is acting on behalf of the Seller.

405 **Licensee Personal Interest Disclosure: (Complete only if applicable)**

406 _____(insert name of licensee) is a real
 407 estate broker or salesperson licensed in the state of _____ and is (Check one or more, as applicable)
 408 a party to this transaction; a principal of and/or has a direct or indirect ownership interest with Seller Buyer; and/or
 409 an immediate family member of Seller Buyer Other Specify: _____

410 **Sources of Compensation to Broker(s), including compensation and/or other amounts:**

- 411 Seller Buyer

412 If Seller has authorized the payment of compensation by Seller to Selling Broker, Seller agrees to pay the amount listed in the
 413 attached Broker Compensation Rider (Form #2109) and/or other compensation agreement. The amount of compensation paid by
 414 the Seller to the Selling Broker shall be credited to the compensation Buyer is obligated to pay Selling Broker. In no event shall
 415 Selling Broker collect more compensation than what Selling Broker agreed to receive in its written agreement with Buyer.

416 Seller and Buyer agree that their Brokers are third-party beneficiaries under this contract.

417 Buyer and Seller acknowledge that they have received and read the Missouri Real Estate Commission Broker Disclosure Form.

418 By signing below, the licensees confirm making disclosure of the brokerage relationship to the appropriate parties.
 419 All Parties agree that this transaction can be conducted by electronic/digital signatures, according to the Uniform Electronic
 420 Transaction Act as adopted by the state of Missouri.

421 **(Signature Lines Appear on the Following Page)**

422 _____
423 **Brokerage Firm Name Assisting Buyer** **Brokerage Firm Name Assisting Seller**
424 **Broker's Firm State License ID#:** _____ **Broker's Firm State License ID#:** _____
425 **By (Signature):** _____ **By (Signature):** _____
426 **Printed Name:** _____ **Printed Name:** _____
427 **Licensee State License ID#:** _____ **Licensee State License ID#:** _____
428 **Date:** _____ **MLS ID:** _____ **Date:** _____ **MLS ID:** _____
429 **OFFER to be accepted by Seller by:** _____ **m of** _____

430 _____
431 **BUYER SIGNATURE** **DATE** **BUYER SIGNATURE** **DATE**

432 _____
433 **Buyer Printed Name** **Buyer Printed Name**
434

435 Check box to indicate if Buyer is using Additional Signature Rider Form 2051, in which case, an additional signature page is required
436 for each separate rider, addendum amendment, or other related document.
437

438 **SELLER ACCEPTS THE TERMS SET FORTH IN THIS CONTRACT.**

439 _____
440 **SELLER SIGNATURE** **TIME and DATE** **SELLER SIGNATURE** **TIME and DATE**

441 _____
442 **Seller Printed Name** **Seller Printed Name**
443

444 Check box to indicate if Seller is using Additional Signature Rider Form 2051, in which case, an additional signature page is required
445 for each separate rider, addendum amendment, or other related document.

446 **OR** _____ **(initials) WE REJECT THIS OFFER AND MAKE A COUNTEROFFER.**
447 **(use Form #2164 Sale Contract Counteroffer Form).**

448 **OR** _____ **(initials) WE REJECT THIS OFFER.**

449 **Note: Unless otherwise agreed in writing, "Acceptance Deadline" is defined as the date for acceptance which was provided to**
450 **the last party whose signature resulted in a contract (even if that signature was obtained before the deadline).**

This document has legal consequences.
If you do not understand it, consult your attorney.
The text of this form may not be altered in any manner
without written acknowledgment of all parties.

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Form # 2090 01/25

RESIDENTIAL SALE CONTRACT

DATE: _____

1. PARTIES AND PROPERTY

_____, Buyer(s), agrees to purchase from the undersigned Seller, the following real property in the municipality of (if incorporated) _____, County of _____, Missouri (legal description on Seller's title to govern) being all the real property Seller owns at said address: _____.

2. INCLUSIONS AND EXCLUSIONS

Note: This contract, not the Seller's Disclosure Statement, the MLS or other promotional material, provides for what is to be included in this sale. To avoid any misunderstanding, the parties are urged to list as "included" or "excluded" any items which may be subject to question or unclear as to being considered a "fixture" such as electronic equipment. The purchase price includes all existing improvements on the property (if any) and appurtenances, fixtures and equipment (which Seller guarantees to own free and clear) including:

Access to Property

All Keys & Remote Entry Controls
Electric Garage Door Openers & Controls

Exterior

Exterior Lighting, Landscaping & Mailbox

Invisible Pet Fence Systems & Collars

System & Utilities

Built-in Heating, Ventilating & Cooling Systems

Security & Alarm Systems

Radiator Shields

Built-in Plumbing Systems & Fixtures

Water Softeners & Sump Pump

All Window Air Conditioning Units

Central Vacuum System & Attachments

Kitchen/Cooking Related

Dishwashers & Trash Compactors
Ovens/Ranges/Stoves and Attachments

Built-in Microwave Ovens

Attached Gas Fired Barbecue Grills

Electrical, Lighting & TV Related

All Lighting Fixtures & Ceiling Fans

Attached TV Antennas

Attached TV Mounts only

Flush Mounted Speakers

Fire/Fireplace Related

Artificial Fireplace Logs

Attached Fireplace Equipment & Doors

Flooring Related

Attached Floor Coverings

Window/Wall Related

Curtain /Drapery Hardware only

Blinds, Shades, Shutters & Awnings

Attached Mirrors & All Bathroom Mirrors

Attached Shelving/Closet Organizers

Screens & Storm Windows

Miscellaneous

All Articles Now Provided For Tenant Use

Remotes for All Included Items

In addition, the following items are included: _____

The following items are excluded: _____

3. PURCHASE PRICE/CONCESSIONS/EARNEST MONEY

\$ _____ is the total purchase price.

\$ _____ AND _____% of purchase price (\$0 if none stated) shall be credited by Seller at Closing towards Buyer's closing costs, prepaids, points, Selling Broker compensation, and other fees allowed by lender.

\$ _____ earnest money (\$0 if none stated) (check one) received for delivery to OR to be delivered to _____ escrow agent within _____ days (5 days if none stated) after "Acceptance Deadline" date. Selling Broker to be escrow agent if none specified above.

\$ _____ additional earnest money (\$0 if none stated) to be delivered to escrow agent within _____ days after the "Acceptance Deadline" date (15 days if none stated) or _____.

Buyer is requesting Seller to pay compensation to Selling Broker at Closing per the terms of the attached "Broker Compensation Rider" (Form #2109) and/or other compensation agreement. This is in addition to any credit at Closing listed above.

_____/_____/_____
BUYER BUYER Initials BUYER and SELLER acknowledge they have read this page _____/_____
SELLER SELLER

43 Total purchase price, including any adjustments set forth in this contract, less any amount of Seller financing or of Seller's loan
44 being assumed as stipulated in this contract, if applicable, is to be paid at Closing by cashier's check, wire transfer or any form
45 acceptable to closing agent.

46 **4. METHOD OF FINANCING**

47 **Not Contingent Upon Financing.** This contract is not contingent upon financing; however, Buyer reserves the right to finance
48 any portion of the purchase price.

49 **Contingent Upon Financing.** Buyer agrees to do all things necessary, including, but not limited to the execution of a loan
50 application and other instruments, the payment to the lender of the credit report, appraisal and any other required fees, and to
51 otherwise cooperate fully in order to obtain the financing described below. If Buyer does not deliver written notice, provided
52 by Buyer's lender, to Seller or Listing Broker, of Buyer's inability to obtain a loan approval on the terms described below on
53 or before _____ (or 30 days after the "Acceptance Deadline" date if none stated) (the Loan
54 Contingency Date) then this condition shall be deemed waived and Buyer's performance under this contract shall thereafter
55 not be conditioned upon Buyer's obtaining financing. If lender will not give Buyer such written notice then Buyer may directly
56 notify Seller or Listing Broker (on or before the Loan Contingency Date) by providing a notarized affidavit that Buyer has
57 complied with all of the terms of this paragraph and that despite request, Buyer was unable to obtain such written notice from
58 lender. If Buyer has complied with the terms of this paragraph and has provided timely written notice to Seller or Listing Broker
59 of Buyer's inability to obtain the loan approval, then this contract shall be terminated with earnest money to be returned to
60 Buyer, subject to paragraph 12.

61 **Note: If Loan Contingency Date passes without written notice as outlined above, Buyer remains obligated under this**
62 **contract. Therefore, Buyer should be certain that he will have the funds to close. If Buyer's performance under this**
63 **contract is to be independently conditioned upon the property appraising at a specified value, then Buyer should**
64 **complete and attach to this contract an appropriate appraisal rider.**

65 Loan amount: _____ % of the purchase price OR \$ _____
66 Initial interest rate not to exceed: _____ %. Amortization term: _____ years
67 Other terms (none if blank): _____
68 LOAN TYPE: (Check applicable) Conventional FHA VA Other: _____
69 RATE TYPE: (Check applicable) Fixed Rate Adjustable Rate Other: _____

70 **5. CLOSING AND POSSESSION**

71 **Note: All parties are encouraged to use the same title company to reduce risk. If Seller does not close at the same title**
72 **company as Buyer, or Seller's choice of title company does not have a common underwriter with Buyer's title company,**
73 **then Seller will be required to sign a Notice of Closing or Settlement Risk acknowledging that their settlement funds are**
74 **not protected by the title insurance underwriter.**

75 The "Closing" is the exchange of the Seller's deed for the total purchase price. Seller shall be deemed to have received funds when
76 funds are received by Seller or Seller's title company. The Closing of this sale shall take place on
77 _____ or any other date that both parties agree in writing. Buyer will close at
78 _____, the title company which provides title insurance. Regardless of who closes
79 for Buyer, Seller may close at the title company of Seller's choice. Title will pass when the sale is closed. Seller to deliver
80 possession of the property and keys to Buyer no later than (check one only): Closing OR _____ m (time) of
81 _____ (date) but in no event prior to Closing as defined above. All parties agree to sign Closing documents
82 at a time that facilitates this possession. Note: If possession is to be delivered on a day other than Closing, as defined above,
83 parties should complete the appropriate rider. Deed as directed by Buyer. Except for tenants lawfully in possession, Seller
84 warrants that the property will be vacant and free of personal property (except as otherwise provided herein) and debris, at time of
85 possession and delivered to Buyer in its same condition (together with any improvements or repairs required by this contract),
86 ordinary wear and tear excepted, as it was on the date of this contract. Buyers should change locks and codes following possession.
87 Buyer and Seller authorize title company and/or Closing agent to release to broker(s) signed copies of the Closing statements.
88 **Note: Parties are cautioned to always call to confirm instructions before sending any funds via wire transfer.**

89 **6. RIDERS** The following riders or supplements are attached hereto and incorporated herein as a part of this contract.

- | | |
|--|--|
| 90 <input type="checkbox"/> Appraisal Rider (Form #2046) | <input type="checkbox"/> Possession by Buyer Prior to Closing (Form #2094) |
| 91 <input type="checkbox"/> Back-Up Contract (Form #2120) | <input type="checkbox"/> Possession by Seller After Closing (Form #2095) |
| 92 <input type="checkbox"/> Contingency for Sale and Closing of Buyer's Property (Form #2092) | <input type="checkbox"/> Rental Property Rider (Form #2096) |
| 93 <input type="checkbox"/> Contingency for Closing of Buyer's Property (Form #2092a) | <input type="checkbox"/> Residential Lease (Form #2118) |
| 94 <input type="checkbox"/> Condominiums, Villas or Similar Lifestyle Communities (Form #2059) | <input type="checkbox"/> Review of Indentures/Restrictive Covenants (Form #2143) |
| 95 <input type="checkbox"/> FHA Loan Provision Rider (Form #2135fha) | <input type="checkbox"/> VA Loan Provision Rider (Form #2135va) |
| 96 <input type="checkbox"/> Other: _____ | <input type="checkbox"/> Other: _____ |
| 97 <input type="checkbox"/> Broker Compensation Rider (Form #2109) | |

98 **7. FRANCHISE DISCLOSURE**

99 Although one or more of the Brokers may be a member of a franchise, the franchisor is not responsible for the acts of said Broker(s).

_____/_____/_____/_____/_____ Initials BUYER and SELLER acknowledge they have read this page _____/_____
BUYER BUYER SELLER SELLER

100 **8. TITLE AND SURVEY**

101 Seller shall transfer title to Buyer by general warranty deed (or fiduciary deed, where applicable), subject to the following:
102 a) zoning regulations; b) leases and occupancy of tenants existing on the date contract is executed by Buyer and disclosed to Buyer
103 in writing before execution of contract by Buyer; c) general taxes payable in the current year and thereafter; d) any lien or
104 encumbrance created by or assumed by Buyer in writing or any easement accepted by Buyer in writing; e) subdivision, use and
105 other restrictions, rights of way and utility easements, all of record, which do not adversely affect the use of the property as it exists
106 for residential purposes at the time of the contract.

107 **Check applicable box (whether “Seller to Order, Provide and Purchase Title” or “Buyer to Order, Provide and Purchase**
108 **Title”).**

109 **Seller to Order, Provide and Purchase Title. Note: Any Seller paid title costs set forth below are in addition to any**
110 **Seller paid costs in Paragraph 3.**

111 Not later than _____ days (5 days if none stated) after the “Acceptance Deadline” date, Seller will order a commitment for
112 title insurance to be provided to the Buyer for both an Owner’s policy of title insurance and for a lender’s policy of title insurance
113 (if required by lender) in the latest ALTA form including mechanics lien coverage from the title company selected in paragraph
114 5. Seller and Buyer authorize and direct the title company to furnish this commitment to the Selling Broker and Listing Broker.
115 Seller shall pay for the title insurance (including title premium and title service charges), at Closing, at a cost not to exceed
116 \$ _____. Buyer to pay title cost exceeding this amount.

117 **Buyer to Order, Provide and Purchase Title.**

118 Buyer may, at Buyer’s option and expense, order a title examination and commitment to issue an Owner’s and/or lender’s policy
119 of title insurance in the latest ALTA form including mechanics lien coverage from the title company specified in paragraph 5.

120 **Note: This should be ordered promptly after contract acceptance in order to allow sufficient time to obtain and review**
121 **documents, and, if necessary, object to defects that may be discovered.**

122 Buyer may, at Buyer’s option and expense, order a Boundary Survey and Improvement Location (“stake survey”) or a Surveyor’s Real
123 Property Report (SRPR) of the property to determine if there are any defects, encroachments, overlaps, boundary line or acreage
124 discrepancies, or other matters that would be disclosed on a survey.

125 **Note: A “stake survey” is generally required in order to obtain full survey coverage in an Owner’s policy of title insurance.**
126 **A SRPR may or may not disclose all of the defects involving such matters as encroachments, overlaps, boundary line or**
127 **acreage discrepancies.**

128 If any defects are discovered as a result of the title examination, title commitment, or the survey, and if Buyer chooses to act on this
129 contingency, Buyer shall within _____ days (25 days if none stated) after the “Acceptance Deadline” date, furnish a
130 copy of the document evidencing the defect to Seller or Listing Broker stating, in writing, any title or survey defects that are 1)
131 unacceptable to Buyer; 2) not listed above; and 3) adversely affect the use of the property as it exists for residential purposes at the
132 time of the contract. Failure by Seller or Listing Broker to receive such objections to title or survey within such time will constitute
133 a waiver by Buyer of any objections to the title so long as Buyer is able to obtain at Closing, an Owner’s title insurance policy in
134 the latest ALTA form including mechanics lien coverage. If Buyer does timely object to any title or survey defects, Seller has five
135 (5) days from receipt of Buyer’s notice of objection by Seller or Listing Broker, to agree in writing to correct the defects prior to
136 Closing at Seller’s expense. If Seller does not so agree, this contract is terminated unless Buyer, within two (2) additional days,
137 agrees in writing to accept the title and survey “as is”. If the contract is terminated in accordance with the provisions of this paragraph,
138 Buyer’s earnest money is to be returned, subject to paragraph 12 and Seller agrees to reimburse Buyer’s cost to pay for title, survey,
139 inspection(s) and appraisal. Seller shall be responsible for clearing any defects that arise between the date of the contract acceptance
140 and Closing.

141 **Note: Easements, subdivision indentures, and government regulations may affect Buyer’s intended use of the property.**
142 **Construction of improvements (for example: a room addition, fence or swimming pool), non-residential use of the property**
143 **(for example: use of a room for a business), or the right to keep certain vehicles or animals on the property, all may be**
144 **affected. Buyer is advised to review all easements, government regulations, and subdivision indentures before making an**
145 **offer to purchase the property if he plans these or similar uses. If Buyer requires assistance in reviewing easements, surveys,**
146 **indentures, or other matters affecting title or use of the property, Buyer should consult an attorney.**

147 **9. ADJUSTMENTS AND CLOSING COSTS**

148 Adjustments, charges, and Closing costs are agreed to be paid by the parties (subject to Rider #2135fha or #2135va and current
149 FHA and VA regulations) as follows:

150 **Buyer shall pay for (where applicable):**

- 151 • hazard insurance premium(s) and flood insurance premium, if required by lender;
- 152 • survey and title company charges (for example: Closing, recording, escrow, wire and closing protection letter fees) customarily paid by
153 Buyer, subject to paragraph 8;
- 154 • any charges imposed by lender (for example: appraisal and credit report fees, loan discount points, loan origination fees, funding
155 fees, and other loan expenses), unless specifically agreed to be paid by Seller;
- 156 • building, termite, and environmental inspections;
- 157 • the fair market value of any heating oil or propane gas in tank(s) on the property at Closing, based on supplier’s current charges;
- 158 • real estate compensation to broker per separate written agreement;
- 159 • municipal occupancy permit; and
- 160 • agreed upon repairs.

- 161 **Seller shall pay for (where applicable):**
162 • existing loans on property (if not assumed by Buyer);
163 • any expenses of Buyer's loan agreed to in paragraph 3;
164 • title company charges (for example: Closing, release, escrow, wire and closing protection letter fees) customarily paid by Seller,
165 subject to paragraph 8;
166 • municipal, Conservation District and fire district inspection fees;
167 • special taxes and special assessments levied before Closing;
168 • real estate compensation to broker per separate written agreement and/or the applicable terms in this Contract; and
169 • agreed upon repairs.

170 **Buyer and Seller shall have prorated and adjusted between them on the basis of thirty (30) days to the month as of the date**
171 **of Closing (Seller to pay for last day):**

- 172 • current rents whether collected or not by Seller (Seller to receive rent for day of Closing); rents which are delinquent over thirty
173 (30) days to be collected by Seller and not adjusted;
174 • general taxes (based on assessment and rate for current year, if both are available, otherwise based on previous year);
175 • district improvement assessments for current year; Buyer to pay thereafter;
176 • subdivision upkeep assessments and monthly condominium fee;
177 • interest (when Buyer assumes existing loan); and
178 • flat rate utility charges (including water, sewer, and trash).

179 **10. INSPECTIONS, DISCLAIMERS, AND WARRANTIES**

180 Within _____ days (10 days if none stated) after the "Acceptance Deadline" date (the "Inspection Period"), Buyer
181 may purchase one or more written home inspection report(s) from any independent qualified inspector(s) of the property and
182 improvements as deemed necessary by Buyer, including, but not limited to, environmental hazards; termite and wood-destroying
183 insect infestation and damage; plumbing, including water, well, sewer, septic and waste-water treatment systems; roof and other
184 structural improvements; heating and air conditioning systems and equipment; electrical systems and equipment; swimming pools
185 and equipment; chimneys, flues and gas lines/fuel runs; basement leaks and exterior drainage; and mechanical equipment, including
186 appliances. **Discovery of an unsafe condition(s) may result in immediate shut off of one or more appliances or utilities.**
187 Buyer's Inspection Period will end upon the delivery of the Inspection Notice described below or the time period stated above,
188 whichever occurs first. Failure by Buyer to purchase and perform an inspection within the time period stated above shall constitute
189 a waiver and acceptance of any conditions an inspection would have disclosed. **Buyer should contact law enforcement officials**
190 **for information pertaining to whether registered sex offenders or other convicted criminals reside in the area.**

191 **Within the Inspection Period, Buyer shall furnish a written Inspection Notice to Seller or Listing Broker stating one of the**
192 **following:**

- 193 (1) Buyer is satisfied with the inspections. Delivery of inspection reports to Seller or Listing Broker is not required. If Seller or
194 Listing Broker has not received the written Inspection Notice by the end of the Inspection Period, Buyer shall be deemed to be
195 satisfied with the results of any inspections.
196 (2) Buyer is terminating the contract, with earnest money to be returned to Buyer, subject to paragraph 12. In this case, Buyer shall
197 have purchased one or more home inspection report(s) from an independent qualified inspector(s), as provided for above, which
198 together cover the substantial structural elements and systems of the property. Buyer shall provide such report(s) to Seller or
199 Listing Broker, if requested by Seller.
200 (3) Buyer is willing to close upon satisfaction of the requirements set forth in the Inspection Notice which must be accompanied
201 by a complete copy of the written inspection report(s), purchased by Buyer. The parties have a total of _____ days (10 days
202 if none stated) after date of Seller or Listing Broker's receipt of the Inspection Notice (the "Resolution Period") to reach a
203 written agreement as to the requirements set forth in the Inspection Notice, or as to an agreed upon monetary adjustment, or
204 the contract is terminated, and earnest money deposit to be returned to Buyer, subject to paragraph 12. During the Resolution
205 Period, either a written commitment by Seller to meet the requirements originally submitted by Buyer in the Inspection Notice, or a
206 written commitment by Buyer to accept the property without such requirements, shall constitute an "agreement" for purposes of
207 this paragraph even after earlier negotiation failed to produce an agreement.

208 Buyer acknowledges: 1) that Listing Broker and Selling Broker do not have expertise in determining any defects that may be
209 disclosed by any inspections; 2) that Buyer will not rely upon Listing Broker or Selling Broker in any way as to the selection of a
210 particular company for any inspections, warranties, and services; 3) that any inspections, warranties, and services may be available
211 from more than one company and that the determination to select a particular company and the completeness and satisfaction of
212 any said inspection, warranty or service is the sole responsibility of Buyer; 4) that when choosing an inspector, warranty, service
213 company, title company, lender, repair company, or any other service provider, Buyer should consider, but not be limited by, the
214 existence of errors and omissions insurance, liability insurance, business and professional licensure, membership in professional
215 associations and years of experience; 5) that there have been no warranties, express or implied, by Seller or Brokers.

216 **Home Warranty (Check one):**

- 217 Buyer acknowledges that Seller is not providing a limited warranty or service agreement product as a part of this sale. Buyer may
218 purchase one separately, if desired.
219 Seller agrees to purchase, on or before Closing, a limited warranty or service agreement to be ordered by Listing Broker
220 **OR** Selling Broker at a cost not to exceed \$ _____ and further described _____.

221 **10a. INSURABILITY**

222 This contract is conditioned upon Buyer’s ability to obtain homeowner/hazard insurance for the property. If within _____ days
223 (10 days if none stated) after the “Acceptance Deadline” date (the “Insurability Period”), Buyer does not deliver to Seller or Seller’s
224 Broker a written notice from an insurance company of Buyer’s inability to obtain homeowner/hazard insurance on the property,
225 this condition shall be deemed waived and Buyer’s performance under this contract shall thereafter not be conditioned upon Buyer’s
226 obtaining insurance. If Buyer has complied with the terms of this paragraph and has timely provided written notice to Seller of
227 Buyer’s inability to obtain such insurance, then this contract shall be terminated with earnest money to be returned to Buyer, subject
228 to paragraph 12. **Note: If an inspection by the Buyer’s insurance company is required, it shall be completed prior to the**
229 **expiration of the Insurability Period. If the Buyer is obtaining a loan as referenced in paragraph 4, Buyer should**
230 **communicate insurance information to lender prior to Loan Contingency Date.**

231 **11. GOVERNMENTAL INSPECTIONS AND OCCUPANCY REQUESTS**

232 Seller agrees to immediately request any compliance inspection(s) including municipality, conservation, fire district or any other
233 required governmental authority, at Seller's expense, when such inspection(s) are required. In the event the property and
234 improvements do not meet such requirements or pass such inspection(s), Seller must notify Buyer in writing within
235 _____ days (15 days if none stated) after the “Acceptance Deadline” date of any violations or requirements that Seller
236 will not correct. **Failure of Seller to notify Buyer within this period shall constitute an elimination of Seller's ability to negotiate**
237 **any violations or requirements of the inspections. In such event, Seller agrees to comply with all requirements of the**
238 **inspections prior to Closing.** In the event Seller notifies Buyer of Seller’s refusal to correct all violations, Buyer and Seller have
239 ten (10) days after date of Buyer's receipt of notification from Seller, in which to reach an agreement in writing as to which party will
240 complete and pay for the required corrections, or to an agreed monetary adjustment at Closing in lieu of the correction. **Note: A**
241 **monetary adjustment may affect the terms of Buyer's loan, e.g. down payment, interest rate and private mortgage insurance,**
242 **and may also affect Buyer's ability to obtain an occupancy permit.** If no written agreement is reached within said ten (10) days, this
243 contract is terminated and earnest money to be returned to Buyer, subject to paragraph 12. A written commitment within said ten (10)
244 day period by Seller to make the required corrections, at Seller's expense prior to Closing, or a written commitment within said ten
245 (10) day period by Buyer to accept the property without correction by Seller of those violations contained in the original list provided
246 to Buyer by Seller shall also constitute an “agreement” for the purposes of this paragraph, even after earlier negotiations failed to
247 produce an agreement. In instances where the Buyer must make the occupancy permit request (application) to initiate the inspection
248 process, Buyer agrees to do so within four (4) days after the "Acceptance Deadline” date. Nothing herein shall require Buyer to
249 close this sale if he is unable to obtain an occupancy permit after making a bonafide effort to do so. Buyer is cautioned not to rely on
250 government inspections but should satisfy himself as to the condition of the property (see paragraph 10). Governmental jurisdictions
251 vary in their occupancy requirements, including the time for applying for the permit and the number of occupants permitted. Buyer
252 intends to have no more than _____ persons occupy the property.

253 **11a. LAWN IRRIGATION SYSTEM / BACK FLOW CERTIFICATION**

254 If the property has a lawn irrigation system attached to the public water system, Seller must provide to Buyer, documentation (dated
255 within 12 months prior to Closing) from a certified back flow inspector indicating that the proper back flow prevention device is
256 installed and functioning properly.

257 **12. EARNEST MONEY**

258 Buyer and Seller agree that the earnest money received by the escrow agent in connection with this contract shall be deposited
259 within ten (10) banking days after the “Acceptance Deadline” date. Additional earnest money, if applicable, is to be deposited by
260 escrow agent within ten (10) banking days after receipt. Any earnest money received within ten (10) banking days prior to the
261 scheduled Closing date, shall be in the form of a cashier’s check or any other form acceptable to the escrow agent. If sale is closed,
262 earnest money to apply to the purchase. If any earnest money is being returned to Buyer, Buyer agrees that any expenses for
263 services requested by Buyer may be withheld by escrow agent and paid to the applicable service provider(s). In the event of a
264 dispute over any earnest money held by the escrow agent, the escrow agent shall continue to hold said deposit in its escrow account
265 until: 1) escrow agent has a written release from all parties consenting to its disposition; or 2) until a civil action is filed to determine
266 its disposition (at which time payment may be made into court, and in such event, court costs and escrow agent’s attorney fees will
267 be paid from earnest money); or 3) until a final court judgment mandates its disposition; or 4) as may be required by applicable
268 law. The parties specifically acknowledge and agree that whenever ownership of the earnest money or any other escrowed funds,
269 received by a Missouri licensed real estate broker, is in dispute between the parties, said broker is required by Missouri Statute,
270 Section 339.105.4 RSMo to report and deliver the monies to the State Treasurer within 365 days of the initial projected Closing
271 date. Broker shall not report and deliver any such monies to the State Treasurer until at least sixty (60) days after the initial projected
272 Closing date.

273 **Note: An escrow agent who is not a licensed real estate broker is not bound by Missouri statutes and regulations which apply to**
274 **earnest money deposits. If the escrow agent is not a licensed broker, the parties are urged to have the escrow agent agree in**
275 **writing to be bound by the provisions of this contract before being named as the escrow agent.**

276 **13. REMEDIES**

277 If either party defaults in the performance of any obligation of this contract, the party claiming a default shall notify the other party
278 in writing of the nature of the default and his election of remedy. The notifying party may, but is not required to, provide the
279 defaulting party with a deadline for curing the default. If the default is by Buyer, Seller may either accept the earnest money as
280 liquidated damages and release Buyer from the contract (in lieu of making any claim in court), or may pursue any remedy at law
281 or in equity. If Seller accepts the earnest money, it shall be divided as follows: expenses of broker and Seller in this transaction will
282 be reimbursed, and balance to go one-half to Seller, and one-half divided equally between Listing Broker and Selling Broker (if
283 working as subagent of Seller) in lieu of commission on this contract. If the default is by Seller, Buyer may either release Seller from
284 liability upon Seller's release of the earnest money and reimbursement to Buyer for all direct costs and expenses, as specified in
285 Buyer's notice of default (in lieu of making any claim in court), or may pursue any remedy at law and in equity, including enforcement
286 of sale. Buyer's release of Seller does not relieve Seller of his liability to brokers under the listing contract. In the event of litigation
287 between the parties, the prevailing party shall recover, in addition to damages or equitable relief, the cost of litigation including
288 reasonable attorney's fee. This provision shall survive Closing and delivery of Seller's deed to Buyer.

289 **14. LOSS**

290 Risk of loss to the improvements of the property shall be borne by the Seller until title is transferred. If any improvements covered
291 by this contract are damaged or destroyed, Seller shall immediately notify Buyer or Selling Broker in writing of the damage or
292 destruction, the amount of insurance proceeds payable, if any, and whether Seller intends to restore the property prior to Closing,
293 to its condition at the time of the contract. In the event Seller restores the property to its prior condition before scheduled Closing,
294 and provides Buyer with proof of the repairs, Buyer and Seller shall proceed with Closing. In the event the property is not to be
295 restored to its prior condition by the Seller before Closing, Seller shall immediately provide Buyer or Selling Broker with a copy
296 of any policies of insurance, the name and number of the agent for each of said policies, and written authorization (if needed) for
297 Buyer to communicate with the insurer. Buyer may either a) proceed with Closing and be entitled to the amount of insurance
298 proceeds relating to real property improvements, if any, payable to Seller under all policies insuring the improvements plus receive
299 a credit from the Seller at Closing in an amount equal to the deductible not covered by insurance, or b) terminate the contract,
300 thereby releasing all parties from liability hereunder. If all of the aforementioned insurance information is received by the Buyer or
301 Selling Broker more than ten (10) days prior to the scheduled Closing date, Buyer is to give written notification to Seller or Listing
302 Broker as to his election of (a) or (b) above within ten (10) days after the Buyer or Selling Broker's receipt of such information;
303 and if not received by Buyer or Selling Broker more than ten (10) days prior to the scheduled Closing date, Buyer may, at Buyer's
304 option and by written notice to Seller or Listing Broker, extend the Closing date up to ten (10) days, during which time Buyer may
305 make his election as to (a) or (b) above. Failure by Buyer to notify Seller shall constitute an election to terminate the contract. If
306 the contract is terminated in accordance with the provisions of this paragraph, Buyer's earnest money is to be returned, subject to
307 paragraph 12. Seller agrees to reimburse Buyer's cost to pay for title, survey, inspection(s) and appraisal.

308 **15. ASSIGNABILITY OF CONTRACT**

309 This contract is assignable by Buyer, but not without the written consent of Seller if: a) Seller is taking back a note and deed of
310 trust as part of the purchase price, or b) Buyer is assuming the existing note. Assignment does not relieve the parties from their
311 obligations under the contract.

312 **16. MISCELLANEOUS PROVISIONS**

313 Time is of the essence in the performance of the obligations of the parties. All references to a specified time shall mean Central
314 Time. This contract shall be binding on and for the benefit of the parties and their respective heirs, personal representatives,
315 executors, administrators or assigns. This contract shall be considered a contract for the sale of real property and shall be construed
316 in accordance with the laws of the State of Missouri. This contract constitutes the entire agreement between the parties hereto and
317 there are no other understandings, written or oral, relating to the subject matter hereof. The contract may not be changed, modified
318 or amended, in whole or in part, except in writing signed by all parties.

319 **17. FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT (FIRPTA)**

320 Seller represents that it is not a foreign person as described in the Foreign Investment in Real Property Tax Act [26 U.S.C §1445]
321 and agrees to deliver a certificate at Closing to that effect which contains Seller's tax ID number or Green Card.

322 **18. CONSTRUCTION**

323 Words and phrases shall be construed as in the singular or plural number, and as masculine, feminine or gender neutral, according
324 to the context. When the term "Listing Broker" is used, it refers to one of the following: a) a broker working for the Seller under an
325 agency listing contract; or b) a broker assisting the Seller as a transaction broker, whichever is appropriate. When the term "Selling
326 Broker" is used, it refers to one of the following: a) a broker working for the Buyer under a buyer's agency agreement; b) a broker
327 assisting the Buyer as a subagent of the Seller; or c) a broker assisting the Buyer as a transaction broker, whichever is appropriate.
328 The term "broker" shall include the broker's affiliated licensees (referred to as "salespeople"). Listing Broker and Selling Broker
329 may be referred to collectively as "Broker" or "Brokers." **With the exception of the term "banking days" as used in paragraph
330 12, a day is defined as a 24-hour calendar day, seven (7) days per week.**

331 **19. ACCESS, FINAL WALK-THROUGH AND UTILITIES**

332 Seller agrees to permit inspections of the property by inspectors, contractors, termite inspectors, surveyors, engineers and appraisers
333 selected by Buyer as provided for in the contract, or inspections required by Buyer’s lender or insurer, upon reasonable advance
334 notice to Seller. Buyer and Selling Broker may also be present during these inspections. Seller grants Buyer, Selling Broker, and
335 any inspector whose report prompted a request for repairs, the right to enter and walk-through the property, and the right to have
336 the utilities transferred to Buyer, within four (4) days prior to Closing. The purpose of the walk-through is only for the Buyer to
337 confirm that the property is in the same condition, ordinary wear and tear excepted, as it was on the date of this contract, and that
338 repairs are completed in a workmanlike manner. Seller will arrange, at Seller’s expense, to have all utilities turned on during the
339 period specified for any inspection and the walk-through, unless utilities have been transferred to Buyer. Waiver of property and
340 improvement inspections does not waive the right to a walk-through prior to Closing. The Closing does not relieve Seller of Seller’s
341 obligation to complete improvements and repairs required by this contract.

342 **20. FLOOD PLAIN**

343 Buyer may terminate this contract if any portion of the property is located in a designated 100-year flood plain unless disclosed to
344 Buyer in writing prior to contract. If terminated, earnest money to be returned to Buyer, subject to paragraph 12. Failure by Buyer
345 to terminate within 10 days of actual knowledge of 100-year flood plain, or by Closing, whichever occurs first, shall be deemed a
346 waiver by Buyer of this contingency.

347 **21. SPECIAL AGREEMENTS**

348 Special agreements between Buyer and Seller forming a part of this contract: _____
349 _____
350 _____
351 _____
352 _____
353 _____
354 _____

355 **22. SQUARE FOOTAGE AND LOT SIZE DISCLOSURE**

356 Broker is not an expert in measuring and does not measure the total square footage or lot size of the property. To the extent that
357 Broker provides or shares information about the property, the information comes from one or more other sources, is only an
358 approximation and is not verified by Broker. There may be differing standards used in Missouri for measuring total square footage
359 of property, and the available information about total square footage can vary depending upon the source, the measurement standard
360 that was used and the date of measurement. One source for total square footage is public information from the county assessor’s
361 office, but the county assessor’s office does not warrant the accuracy of the information and neither does Broker. If you wish to
362 have verifiable and accurate information about the total square footage of the property, you should retain a qualified professional
363 appraiser to measure the property according to the measurement standard that the appraiser deems appropriate. The price per square
364 foot for any property is a calculation based upon, among other things, total square footage, so price per square foot also is only an
365 approximation and is subject to the same uncertainties and limitations described in this paragraph. If you wish to have verifiable
366 and accurate information on lot size you should retain a licensed surveyor.

367 **23. SELLER’S DISCLOSURE STATEMENT (Check one)**

- 368 Buyer confirms that before signing this offer to purchase, Buyer has read a copy of the Seller’s Disclosure Statement for this
369 property. The Seller’s Disclosure Statement is not a substitute for any inspection that Buyer may wish to obtain. Buyer is
370 advised to address any concerns Buyer may have about information in the statement by use of contingencies in the contract.
371 Seller agrees to provide Buyer with a Seller’s Disclosure Statement within one (1) day after the “Acceptance Deadline” date.
372 Buyer shall have three (3) days after the “Acceptance Deadline” date to review said statements and to declare in writing that
373 the contract is terminated and the earnest money is to be returned to Buyer, subject to paragraph 12. Otherwise, this contingency
374 shall be deemed as waived by Buyer.
375 No Seller’s Disclosure Statement will be provided by Seller.
376 By his signature, Seller confirms that the information in the Seller’s Disclosure Statement is accurate as of the date of this
377 contract. Seller will fully and promptly disclose in writing any new material information pertaining to the property that is
378 discovered at any time prior to Closing. Seller states that if Seller knows or should have known that the property was a lab,
379 production or storage site for methamphetamine, or was the residence of a person convicted of crimes related to
380 methamphetamine, Seller will attach a written description.

381 **Note: The Seller’s Disclosure Statement is not in any way incorporated into the terms of this contract**

382 **24. RELATIONSHIPS & COMMUNICATIONS DISCLOSURES**

383 Buyer and Seller confirm that disclosure of the licensee’s relationship was made no later than the first showing of the property,
384 upon first contact, or immediately upon the occurrence of a change to the relationship.

385 **Note: Under MREC Rules and Regulations, one box must be checked in each of the following two sections by the Selling**
386 **Licensee.**

387 **Licensee assisting Seller is a: (Check appropriate box)**

- 388 Seller’s Agent: Licensee is acting on behalf of the Seller.
- 389 Buyer’s Agent: Licensee is acting on behalf of the Buyer.
- 390 Dual Agent: Licensee is acting on behalf of both Seller and Buyer.
- 391 Designated Agent: Licensee has been designated to act on behalf of the Seller.
- 392 Transaction Broker Assisting Seller: Licensee is not acting on behalf of either Seller or Buyer.

393 **Licensee Personal Interest Disclosure: (Complete only if applicable)**

394 _____ (insert name of licensee) is a real
 395 estate broker or salesperson licensed in the state of _____ and is (Check one or more, as applicable)
 396 a party to this transaction; a principal of and/or has a direct or indirect ownership interest with Seller Buyer; and/or
 397 an immediate family member of Seller Buyer Other Specify: _____

398 **Licensee assisting Buyer is a: (Check appropriate box)**

- 399 Buyer’s Agent: Licensee is acting on behalf of the Buyer.
- 400 Seller’s Agent: Licensee is acting on behalf of the Seller.
- 401 Dual Agent: Licensee is acting on behalf of both Buyer and Seller.
- 402 Designated Agent: Licensee has been designated to act on behalf of the Buyer.
- 403 Transaction Broker Assisting Buyer: Licensee is not acting on behalf of either Buyer or Seller.
- 404 Subagent of Seller: Licensee is acting on behalf of the Seller.

405 **Licensee Personal Interest Disclosure: (Complete only if applicable)**

406 _____ (insert name of licensee) is a real
 407 estate broker or salesperson licensed in the state of _____ and is (Check one or more, as applicable)
 408 a party to this transaction; a principal of and/or has a direct or indirect ownership interest with Seller Buyer; and/or
 409 an immediate family member of Seller Buyer Other Specify: _____

410 **Sources of Compensation to Broker(s), including compensation and/or other amounts:**

- 411 Seller Buyer

412 If Seller has authorized the payment of compensation by Seller to Selling Broker, Seller agrees to pay the amount listed in the
 413 attached Broker Compensation Rider (Form #2109) and/or other compensation agreement. The amount of compensation paid by
 414 the Seller to the Selling Broker shall be credited to the compensation Buyer is obligated to pay Selling Broker. In no event shall
 415 Selling Broker collect more compensation than what Selling Broker agreed to receive in its written agreement with Buyer.

416 Seller and Buyer agree that their Brokers are third-party beneficiaries under this contract.

417 Buyer and Seller acknowledge that they have received and read the Missouri Real Estate Commission Broker Disclosure Form.

418 By signing below, the licensees confirm making disclosure of the brokerage relationship to the appropriate parties.
 419 All Parties agree that this transaction can be conducted by electronic/digital signatures, according to the Uniform Electronic
 420 Transaction Act as adopted by the state of Missouri.

421 (Signature Lines Appear on the Following Page)

_____/_____/_____
 BUYER BUYER Initials BUYER and SELLER acknowledge they have read this page _____/_____
 SELLER SELLER

422 _____
423 **Brokerage Firm Name Assisting Buyer**
424 **Broker's Firm State License ID#:** _____
425 **By (Signature):** _____
426 **Printed Name:** _____
427 **Licensee State License ID#:** _____
428 **Date:** _____ **MLS ID:** _____

_____ **Brokerage Firm Name Assisting Seller**
_____ **Broker's Firm State License ID#:** _____
_____ **By (Signature):** _____
_____ **Printed Name:** _____
_____ **Licensee State License ID#:** _____
_____ **Date:** _____ **MLS ID:** _____

429 **OFFER to be accepted by Seller by:** _____ **m of** _____

430 _____
431 **BUYER SIGNATURE** _____ **DATE**

_____ **BUYER SIGNATURE** _____ **DATE**

432 _____
433 **Buyer Printed Name**

_____ **Buyer Printed Name**

435 Check box to indicate if Buyer is using Additional Signature Rider Form 2051, in which case, an additional signature page is required
436 for each separate rider, addendum amendment, or other related document.
437

438 **SELLER ACCEPTS THE TERMS SET FORTH IN THIS CONTRACT.**

439 _____
440 **SELLER SIGNATURE** _____ **TIME and DATE**

_____ **SELLER SIGNATURE** _____ **TIME and DATE**

441 _____
442 **Seller Printed Name**

_____ **Seller Printed Name**

444 Check box to indicate if Seller is using Additional Signature Rider Form 2051, in which case, an additional signature page is required
445 for each separate rider, addendum amendment, or other related document.

446 **OR** _____ **(initials) WE REJECT THIS OFFER AND MAKE A COUNTEROFFER.**
447 **(use Form #2164 Sale Contract Counteroffer Form).**

448 **OR** _____ **(initials) WE REJECT THIS OFFER.**

449 **Note: Unless otherwise agreed in writing, "Acceptance Deadline" is defined as the date for acceptance which was provided to**
450 **the last party whose signature resulted in a contract (even if that signature was obtained before the deadline).**

This document has legal consequences.
If you do not understand it, consult your attorney.
The text of this form may not be altered in any manner
without written acknowledgement of all parties.

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Form # 2118 01/25

RESIDENTIAL LEASE
(Not for use with commercial properties)

DATE: _____

1 **1. PARTIES AND PROPERTY.**

2 _____, Tenant, agrees to lease from the
3 undersigned Landlord, the following real property in the municipality of (if incorporated) _____,
4 County of _____, Missouri, known as and described as follows:
5

6 together with the non-exclusive right to use and enjoy any hallways, stairways, elevators, sidewalks, driveways, parking and
7 recreational areas, patios or any other areas that are made available by Landlord, if any, to all tenants of Landlord's property
8 ("Common Areas"), and such personal property and furnishings as are set forth below, if any:

9 (Check box if schedule attached and describe): _____

10 _____

11 (Check box if parking space is available and describe): _____

12 **2. TERMS.**

13 Tenant agrees to pay a total of \$ _____ to Landlord for rental period of _____
14 beginning _____ and ending on _____. Tenant covenants and agrees to pay a monthly rental fee
15 of \$ _____ in advance on the _____ day of each month during the term of this lease. The first
16 month's rent shall be paid on _____. If Tenant takes possession of the property in advance of the
17 term, all conditions of this lease shall prevail and rent shall be paid pro rata to the beginning of the month. In the event Landlord
18 receives the rental payment on or before the due date each month, a \$ _____ discount shall be applied to the monthly
19 payment.

20 **3. ADDITIONAL RENT.**

21 All monthly rent payments shall be paid on or before the due date without a grace period and if not received by Landlord when
22 due, then in addition to other remedies which are contained herein or as may be provided by law, Tenant agrees to pay additional
23 rent of \$ _____ per day for each day such rent or partial rent is overdue as liquidated damages, actual damages being
24 impossible to ascertain. An insufficient check shall incur the same additional rent until such time as the check is made good. All
25 rental payments shall be paid to _____ and delivered to
26 _____ or to such other place as Landlord may, from
27 time to time, direct.

28 **4. SECURITY DEPOSIT.**

29 The security deposit of \$ _____ (not to exceed two months' rental amount) payable upon execution of this lease, shall
30 be held by _____ (Landlord if none other specified), without interest to Tenant for the term of this lease, in
31 part, as a guarantee of the performance by Tenant of the agreements contained herein. Buyer/Landlord shall hold the security
32 deposit(s) in accordance with all applicable laws, including, but not limited to, those set forth in Section 535.300 of Chapter 535
33 Landlord-Tenant Actions, of the Missouri Revised Statutes. Landlord is hereby authorized to expend from this deposit, such sums
34 necessary to clean the property and correct or repair damage done by Tenant or Tenant's guests or invitees. Within thirty (30)
35 days after the termination of the tenancy or recovery of possession by Landlord (whichever is later), Landlord shall either return
36 to Tenant the full security deposit or furnish a written itemized list and cost or estimated cost of any such damages or reasons for
37 which the security deposit or any portion thereof is being withheld along with the balance of the security deposit, if any. In the
38 event the security deposit is not sufficient to correct or repair the damage or restore the loss due to Tenant's non-performance, then
39 Tenant agrees to pay such additional amount upon notification of the dollar amount. The security deposit is not to be construed
40 by Tenant as a payment of any installment of rent due under the terms of this lease. The security deposit refund may be in one
41 payment, jointly payable to all Tenants and such refund and itemization of deduction may be sent to one Tenant only.

42 **NOTE: IN NO EVENT SHALL SECURITY DEPOSIT BE USED BY TENANT AS ANY PART OF RENT.** Missouri
43 Landlord and Tenant Act Chapter 441 and 535 RSMo states that a tenant may not apply or deduct any portion of the security
44 deposit in payment of rent.
45

_____/_____
LANDLORD LANDLORD Initials LANDLORD and TENANT acknowledge they have read this page _____/
TENANT TENANT

46 **5. RETURNED CHECK.**
47 There shall immediately accrue a charge of \$_____ as additional rent, for each event of any check delivered to Landlord,
48 which upon presentation to the designated depository thereon, is dishonored for reason of insufficient funds, account closed,
49 payment stopped or otherwise. At any time after such an occurrence, Landlord may require all subsequent amounts payable under
50 this lease to be paid by Tenant in the form of cash, cashier's check, wire transfer, ACH or other acceptable electronic payment or
51 money order.

52 **6. USE OF PROPERTY.**
53 Tenant agrees that the property shall be occupied by no more than _____ person(s), as a residence for Tenant and Tenant's
54 immediate family or other such persons identified on Tenant's application or otherwise identified herein, and shall not be used for
55 any other purpose whatsoever, however, Tenant shall be permitted to entertain guests for limited periods of time, not to exceed
56 two weeks. Tenant shall comply with all applicable laws regulating the use of the property (including, but not limited to, ordinances
57 containing limitations on the number of people who can occupy a housing unit). Failure to comply will cause a default of this
58 agreement.

59 **7. GOVERNMENTAL INSPECTIONS AND OCCUPANCY PERMIT.**
60 Before possession, and if required by any applicable governmental authority, Landlord shall comply with occupancy code
61 requirements. Tenant shall obtain an occupancy permit.

62 **8. POSSESSION.**
63 Landlord will permit Tenant to quietly and peaceably hold, occupy and enjoy said property during the term hereof without
64 interference by Landlord provided that Tenant observes and performs all of the agreements contained herein. Landlord's liability
65 for failure to deliver possession on the specified date shall be limited to the abatement of rent due from Tenant until possession is
66 delivered.

67 **9. ILLEGAL DRUG WARNING.**
68 Illegal drug trafficking, manufacturing or use is a violation of law and this lease, subjecting Tenant to all applicable penalties. In
69 the event Tenant or any member of Tenant's family or any of Tenant's guests, invitees, agents or employees uses or is involved in
70 the use, distribution or manufacture of illegal drugs while on Landlord's property, it shall be just cause for the termination of this
71 lease and the eviction of Tenant. Tenant warrants to Landlord that Tenant or any other resident of the property has never been
72 convicted of crimes related to methamphetamine.

73 **10. ACCESS BY LANDLORD.**
74 Tenant shall assume all responsibility for the terms and conditions of this lease at the time of occupancy but no later than the first
75 day of the term hereof. Landlord shall be entitled and shall have the right, at all reasonable times, to inspect said property for any
76 damage or destruction or to determine whether or not Tenant is performing and observing all of the agreements contained herein,
77 and for the purpose of making any necessary repairs. For a period of sixty (60) days prior to the expiration or termination of this
78 lease, Landlord shall have the right of access to the property at all reasonable times for the purpose of showing to prospective
79 tenants, buyers, appraisers, lenders and inspectors. Landlord shall not be liable to Tenant or any member of Tenant's family or
80 any of Tenant's guests, invitees, agents or employees for any loss, injury or damage to them or their personal property from any
81 cause whatsoever, except Landlord's gross and willful negligence.

82 **11. RESPONSIBILITIES OF LANDLORD.**
83 In addition to other responsibilities set forth elsewhere in this lease, Landlord shall be responsible for the cost to maintain the
84 residence in good and habitable condition including costs associated with reasonable wear and tear of Tenant, except as provided
85 for damages caused by Tenant's neglect and except as provided for in paragraph 14. Landlord has disclosed to Tenant, in writing,
86 any facts known to Landlord as regards to any prior use of the property as a lab, production or storage site of methamphetamine
87 or that it was the residence of a person convicted of crimes related to methamphetamine.

88 **12. LIABILITY AND INDEMNITY.**
89 Landlord shall not be liable to Tenant, Tenant's guests or other occupants or persons on the property for personal injury, property
90 damage or other losses to such persons or their property caused by theft, burglary, assault, other crimes, fire, water, ice, wind, rain,
91 smoke or any other cause. Furthermore, Tenant agrees to indemnify and hold Landlord free and harmless from any and all liability
92 for injury to or death of any person, or for damage of property arising from the use and occupancy of the property by Tenant or
93 from the act or omission of any person or persons, including Tenant in or about the property with the express or implied consent
94 of Tenant. Landlord requires Tenant to obtain personal liability insurance and, if desired, personal household contents insurance
95 (see paragraph 14). Landlord shall have no duty to furnish smoke detectors, except as required by law, however, if furnished,
96 Tenant is responsible for keeping them operational by furnishing batteries (see paragraph 14).

97 **13. MULTIPLE TENANTS.**
98 Each Tenant is jointly and individually liable for all obligations and sums due under this lease agreement. A lease violation by
99 one Tenant is a violation by all Tenants. Notice by Landlord to any adult Tenant is notice to all Tenants.

100 **14. RESPONSIBILITIES OF TENANT.**
101 In addition to other responsibilities set forth in the lease, Tenant shall:

- 102 • pay all utilities when due including, if applicable, electric, gas, water and trash removal. Tenant shall make arrangements for
103 such services prior to occupancy and shall maintain such services (and, when necessary, provide heat for the building)
104 throughout the term of the lease;
- 105 • obtain personal liability insurance and, if desired, personal household contents insurance;
- 106 • inspect smoke alarms and carbon monoxide detectors, bi-annually, if applicable, and replace batteries when needed;
- 107 • change furnace filter regularly (at least every three months) if residence has a forced air system;
- 108 • keep air conditioner compressor clean and free of debris, leaves, grass clippings, etc.;
- 109 • keep garbage, trash, waste and debris in proper containers and dispose of same at least weekly; and
- 110 • comply with subdivision/condominium rules and regulations, a copy of which, if applicable, is attached.

111 Except where the following exterior maintenance items are provided for by the subdivision/condominium, Landlord or Tenant shall
112 be responsible for the following (mark appropriate boxes):

113 Landlord Tenant

- | | | | |
|-----|--------------------------|--------------------------|--|
| 114 | <input type="checkbox"/> | <input type="checkbox"/> | Keep sidewalks and driveways free from snow, ice and anything that may present a danger to Tenant or others. |
| 115 | <input type="checkbox"/> | <input type="checkbox"/> | Keep grass cut, watered and trimmed and reasonably free of leaves and debris. |
| 116 | <input type="checkbox"/> | <input type="checkbox"/> | Provide the necessary and proper care for shrubs and trees. |
| 117 | <input type="checkbox"/> | <input type="checkbox"/> | Maintain gutters and downspouts so as to be clean and operable. |

118 It is further understood, acknowledged and agreed that Tenant shall:

- 119 • be responsible for the cost of repair of glass, screens and doors if damaged by accident or neglect of Tenant or anyone else;
- 120 • be responsible for the cost of pest/insect control, except for wood destroying insects/pests, first reported to Landlord thirty (30)
121 days or later after possession;
- 122 • be responsible for the cost of repairs to bath, tub/shower enclosures, tile, walls and floors if grout or caulk is not intact and
123 properly sealed so as to prevent water penetration behind such seals when such condition was not reported, in writing, to
124 Landlord before damage occurred;
- 125 • be responsible for the cost of repairs to garbage disposal (if any), bathtub, toilets or drains, if caused by rags, excessive grease,
126 glass, metal, plastic, etc. or any accident or neglect of Tenant or anyone else;
- 127 • be responsible for any other cost incurred by Landlord (repairs or otherwise) resulting from accident or negligence of Tenant
128 or Tenant's invitees or guests; and
- 129 • be responsible to immediately notify Landlord, in writing, of any repairs needed that, if left unattended, would result in damage
130 to the residence, including, but not limited to, water leakage, roof damage, wall cracks and/or holes, bed bugs, termites, insects
131 or other pest damage or infestations, etc.

132 In addition, it is understood, acknowledged and agreed that Tenant:

- 133 • shall keep no pets on the property without the express written consent of Landlord;
- 134 • shall not paint, or install or remove wallpaper or otherwise alter the residence in any manner without the written consent of
135 Landlord;
- 136 • shall not alter, replace or add door or window locks and shall return all keys to Landlord upon termination of this lease. Landlord
137 agrees to change locks upon request of Tenant and receipt of payment for the applicable locksmith or other contractor service
138 fee
- 139 • shall not park or allow guests to park anywhere on the property except in regular spaces provided for such vehicle parking;
- 140 • shall not park or store any recreational vehicle, trailer or commercial vehicle on the property without the written consent of
141 Landlord;
- 142 • shall not store flammable or hazardous material, except nominal amounts of gasoline, which is to be stored in proper containers;
- 143 • shall refrain from activities of any kind that would interfere with any neighbor's peaceful enjoyment of the property they
144 occupy;
- 145 • shall not assign this lease or sublease or rent any portion of the property to anyone else;
- 146 • shall keep Landlord informed at all times of Tenant's current phone numbers (residence, work and cell) and email addresses;
- 147 • shall upon vacating, remove all personal property belonging to Tenant and shall thoroughly clean the property and shall pay
148 Landlord's cost of professional carpet cleaning to be done after vacating;
- 149 • shall pay all attorney fees and court costs in the event legal proceedings are instituted by Landlord for non-payment of rent or
150 late charges or any other breach of this lease by Tenant, including eviction cost;
- 151 • shall adhere to Landlord's "No Smoking" policy. Smoking is defined as vaping, inhaling or carrying a lit cigarette, cigar, pipe
152 or other tobacco or non-tobacco smoked or vaped or inhaled product in any form, legal and illegal. Tenant acknowledges that
153 smoking is not allowed anywhere indoors or outdoors on the property, including but not limited to any Common Areas. Tenant
154 further acknowledges and agrees that Landlord's No Smoking policy does not make Landlord responsible for Tenant's health
155 or of the smoke-free condition of the property or any Common Areas; and
- 156 • acknowledges and agrees no growing of cannabis is allowed indoors or outdoors anywhere on the property, including but not
157 limited to any Common Areas, without Landlord's prior written consent.

158 **15. HOLDOVER.**
159 If Tenant holds over and fails to vacate on or before the agreed upon move-out date (end of lease term or any renewal or extension
160 period or the move-out date agreed to by the parties), Tenant shall be liable to pay double rent for the holdover period and shall
161 indemnify Landlord and/or prospective tenants or buyers for damages (i.e., lost rent or profits of sale, lodging expenses and
162 attorney fees).

163 **16. DESTRUCTION OF PROPERTY.**
164 In the event the property is rendered partially uninhabitable by fire or other casualty, rent shall be reduced proportionally until
165 such time as property is habitable. Landlord shall proceed immediately to render the property habitable and if repairs are not
166 completed within thirty (30) days after the date of the damage or loss, then Tenant shall have the option to terminate this lease
167 immediately thereafter by giving Landlord written notice of termination. If the property is totally destroyed or rendered
168 uninhabitable by reason of fire or other casualty, the lease shall immediately terminate.

169 **17. CONDEMNATION.**
170 In the event of condemnation under governmental right of eminent domain or otherwise or in the event of a sale of the property
171 under threat of such condemnation, Landlord may terminate this lease but not without written notice to Tenant not less than sixty
172 (60) days in advance of the rent due date.

173 **18. DEFAULT BY TENANT.**
174 In the event of a default by Tenant of any rent payment or in the performance of or compliance with any agreements contained
175 herein, Landlord shall, without demand, be entitled to possession of the property. Tenant shall, upon written demand by Landlord,
176 quit and surrender said property to Landlord. Tenant's obligation to pay rent for the full term shall not be terminated, provided
177 however, that Tenant shall be entitled to credit for any rent thereafter collected by Landlord for re-renting said property during any
178 part of the balance of the term hereof, less any expenses in connection therewith. If any amount owed by Tenant under the terms
179 of the lease remains in default for more than thirty (30) days after notice thereof and referred to a third party for collection by
180 Landlord, then the amount due shall be increased to cover collection fees incurred by Landlord. The remedies provided for in this
181 paragraph shall be in addition to the other remedies provided for herein or as provided by law. Failure by Landlord to enforce or
182 demand performance of any obligation of Tenant, or to seek remedy for breach thereof, shall not waive or excuse defaults of other
183 obligations nor further defaults of the same obligation.

184 **19. ABANDONMENT.**
185 If Tenant is absent from the property for five (5) consecutive days following notice of default of this lease, or if Tenant leaves
186 personal property at the property after the termination of the lease, all personal property found in or on the property may be deemed
187 by Landlord to be abandoned. Landlord may peaceably enter, remove and dispose of such personal property as Landlord sees fit
188 without any liability or duty to account for such personal property to Tenant. Cost of removal of personal property shall be paid
189 by Tenant.

190 **20. INSPECTION OF PROPERTY.**
191 Tenant acknowledges having inspected said property prior to the execution of this lease and finds the same to be in good, safe and
192 clean condition and repair except as may be otherwise noted. Tenant further agrees to keep said property in as good and clean
193 condition and repair as when so inspected and when first occupied, and will keep said property free from any debris, filth and will
194 not do anything to create a danger of fire or cause an increase in insurance rates or to cause a cancellation of insurance. Upon the
195 expiration of this lease or its termination, Tenant will surrender possession of the property (including any Landlord owned personal
196 property) in as good, clean and safe condition and repair as on the date of this lease except for reasonable wear and tear. Tenant
197 agrees that no representation as to condition has been made and that no promise to decorate, alter, repair or improve the property
198 has been made except what has been set forth herein. Before executing this agreement, Tenant should contact law enforcement
199 officials for information pertaining to whether registered sex offenders or other convicted criminals reside in the area. If Tenant
200 is not satisfied with such information, Tenant should not lease this property.

201 **21. CHECK ONE:** This lease agreement is part of a Lease/Purchase agreement, Sale Contract is attached
202 This lease agreement is for lease only, attach Form #2119 Pre-1978 Housing Rental and Leases Disclosure
203 of Information Lead-Based Paint and/or Lead-Based Paint Hazards

204 **22. SPECIAL AGREEMENTS.**
205 _____
206 _____
207 _____
208 _____
209 _____
210 _____
211 _____
212 _____
213 Other # _____ Other # _____

214 **23. FRANCHISE DISCLOSURE.**
215 Although one or more of the Brokers may be a member of a franchise, the franchisor is not responsible for the acts of said Broker(s).

216 **24. LEASE INFORMATION.**
217 Permission is hereby granted by Landlord and Tenant for Broker(s) to provide information about this lease, including but not
218 limited to rental rates, term and address to Mid America Regional Information Systems Inc. and its members.

219 **25. TIME IS OF THE ESSENCE.**
220 Time is of the essence in the performance of the obligations of the parties. All references to a specified time shall mean Central
221 Time.

222 **26. RELATIONSHIPS & COMMUNICATIONS DISCLOSURES.**
223 Tenant and Landlord confirm that disclosure of the licensee's relationship was made no later than the first showing of the property,
224 upon first contact, or immediately upon the occurrence of a change to the relationship.

225 **Note: Under MREC Rules and Regulations, one box must be checked in each of the following two sections by the Selling**
226 **Licensee.**

- 227 **Licensee assisting Landlord is a: (Check appropriate box)**
228 Landlord's Agent: Licensee is acting on behalf of Landlord.
229 Tenant's Agent: Licensee is acting on behalf of Tenant.
230 Dual Agent: Licensee is acting on behalf of both Landlord and Tenant.
231 Designated Agent: Licensee has been designated to act on behalf of Landlord.
232 Transaction Broker Assisting Landlord: Licensee is not acting on behalf of either Landlord or Tenant.

233 **Licensee Personal Interest Disclosure: (Complete only if applicable)**

234 _____ (insert name of licensee) is a real
235 estate broker or salesperson licensed in the state of _____ and is (Check one or more, as applicable)
236 a party to this lease; a principal of and/or has a direct or indirect ownership interest with Landlord Tenant; and /or
237 an immediate family member of Landlord Tenant Other Specify: _____

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247 estate broker or salesperson licensed in the state of _____ and is (Check one or more, as applicable)
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249 an immediate family member of Landlord Tenant Other Specify: _____

250 **Sources of Compensation to Broker(s), including commissions and/or other fees:** Landlord Tenant

251 Tenant and Landlord acknowledge that they have received and read the Missouri Real Estate Commission Broker Disclosure form
252 and when appropriate, a copy of Duties and Obligations of Limited or Dual Agency or Transaction Brokerage as adopted from
253 Chapter 339 RSMo.

254 By signing below, the licensees confirm making disclosure of the brokerage relationship to the appropriate parties.
255 All Parties agree that this transaction can be conducted by electronic/digital signatures, according to the Uniform Electronic
256 Transaction Act as adopted by the state of Missouri.

257 _____
258 **Brokerage Firm Name Assisting Landlord**
259 **Broker's Firm State License ID#:** _____
260 **By (Signature):** _____
261 **Printed Name:** _____
262 **Licensee State License ID#:** _____
263 **Date:** _____ **MLS ID:** _____

Brokerage Firm Name Assisting Tenant
Broker's Firm State License ID#: _____
By (Signature): _____
Printed Name: _____
Licensee State License ID#: _____
Date: _____ **MLS ID:** _____

264 **EXPIRATION:** This lease must be accepted by: _____ m of _____.

265 _____
266 **LANDLORD SIGNATURE** **TIME/DATE**

TENANT SIGNATURE **TIME/DATE**

267 _____
268 **Landlord Printed Name**

Tenant Printed Name

269 _____
270 **LANDLORD SIGNATURE** **TIME/DATE**

TENANT SIGNATURE **TIME/DATE**

271 _____
272 **Landlord Printed Name**

Tenant Printed Name

273
274

Check box to indicate if Tenant is using an Additional Signature Rider Form 2051, in which case, an additional signature page is required for each separate rider, addendum amendment, or other related document.

RESIDENTIAL LEASE
(Not for use with commercial properties)

DATE: _____

1. PARTIES AND PROPERTY.

_____, Tenant, agrees to lease from the undersigned Landlord, the following real property in the municipality of (if incorporated) _____, County of _____, Missouri, known as and described as follows:

together with the non-exclusive right to use and enjoy any hallways, stairways, elevators, sidewalks, driveways, parking and recreational areas, patios or any other areas that are made available by Landlord, if any, to all tenants of Landlord's property ("Common Areas"), and such personal property and furnishings as are set forth below, if any:

(Check box if schedule attached and describe): _____

(Check box if parking space is available and describe): _____

2. TERMS.

Tenant agrees to pay a total of \$ _____ to Landlord for rental period of _____ beginning _____ and ending on _____. Tenant covenants and agrees to pay a monthly rental fee of \$ _____ in advance on the _____ day of each month during the term of this lease. The first month's rent shall be paid on _____. If Tenant takes possession of the property in advance of the term, all conditions of this lease shall prevail and rent shall be paid pro rata to the beginning of the month. In the event Landlord receives the rental payment on or before the due date each month, a \$ _____ discount shall be applied to the monthly payment.

3. ADDITIONAL RENT.

All monthly rent payments shall be paid on or before the due date without a grace period and if not received by Landlord when due, then in addition to other remedies which are contained herein or as may be provided by law, Tenant agrees to pay additional rent of \$ _____ per day for each day such rent or partial rent is overdue as liquidated damages, actual damages being impossible to ascertain. An insufficient check shall incur the same additional rent until such time as the check is made good. All rental payments shall be paid to _____ and delivered to _____ or to such other place as Landlord may, from time to time, direct.

4. SECURITY DEPOSIT.

The security deposit of \$ _____ (not to exceed two months' rental amount) payable upon execution of this lease, shall be held by _____ (Landlord if none other specified), without interest to Tenant for the term of this lease, in part, as a guarantee of the performance by Tenant of the agreements contained herein. Buyer/Landlord shall hold the security deposit(s) in accordance with all applicable laws, including, but not limited to, those set forth in Section 535.300 of Chapter 535 Landlord-Tenant Actions, of the Missouri Revised Statutes. Landlord is hereby authorized to expend from this deposit, such sums necessary to clean the property and correct or repair damage done by Tenant or Tenant's guests or invitees. Within thirty (30) days after the termination of the tenancy or recovery of possession by Landlord (whichever is later), Landlord shall either return to Tenant the full security deposit or furnish a written itemized list and cost or estimated cost of any such damages or reasons for which the security deposit or any portion thereof is being withheld along with the balance of the security deposit, if any. In the event the security deposit is not sufficient to correct or repair the damage or restore the loss due to Tenant's non-performance, then Tenant agrees to pay such additional amount upon notification of the dollar amount. The security deposit is not to be construed by Tenant as a payment of any installment of rent due under the terms of this lease. The security deposit refund may be in one payment, jointly payable to all Tenants and such refund and itemization of deduction may be sent to one Tenant only.

NOTE: IN NO EVENT SHALL SECURITY DEPOSIT BE USED BY TENANT AS ANY PART OF RENT. Missouri Landlord and Tenant Act Chapter 441 and 535 RSMo states that a tenant may not apply or deduct any portion of the security deposit in payment of rent.

- 46 **5. RETURNED CHECK.**
 47 There shall immediately accrue a charge of \$_____ as additional rent, for each event of any check delivered to Landlord,
 48 which upon presentation to the designated depository thereon, is dishonored for reason of insufficient funds, account closed,
 49 payment stopped or otherwise. At any time after such an occurrence, Landlord may require all subsequent amounts payable under
 50 this lease to be paid by Tenant in the form of cash, cashier's check, wire transfer, ACH or other acceptable electronic payment or
 51 money order.
- 52 **6. USE OF PROPERTY.**
 53 Tenant agrees that the property shall be occupied by no more than _____ person(s), as a residence for Tenant and Tenant's
 54 immediate family or other such persons identified on Tenant's application or otherwise identified herein, and shall not be used for
 55 any other purpose whatsoever, however, Tenant shall be permitted to entertain guests for limited periods of time, not to exceed
 56 two weeks. Tenant shall comply with all applicable laws regulating the use of the property (including, but not limited to, ordinances
 57 containing limitations on the number of people who can occupy a housing unit). Failure to comply will cause a default of this
 58 agreement.
- 59 **7. GOVERNMENTAL INSPECTIONS AND OCCUPANCY PERMIT.**
 60 Before possession, and if required by any applicable governmental authority, Landlord shall comply with occupancy code
 61 requirements. Tenant shall obtain an occupancy permit.
- 62 **8. POSSESSION.**
 63 Landlord will permit Tenant to quietly and peaceably hold, occupy and enjoy said property during the term hereof without
 64 interference by Landlord provided that Tenant observes and performs all of the agreements contained herein. Landlord's liability
 65 for failure to deliver possession on the specified date shall be limited to the abatement of rent due from Tenant until possession is
 66 delivered.
- 67 **9. ILLEGAL DRUG WARNING.**
 68 Illegal drug trafficking, manufacturing or use is a violation of law and this lease, subjecting Tenant to all applicable penalties. In
 69 the event Tenant or any member of Tenant's family or any of Tenant's guests, invitees, agents or employees uses or is involved in
 70 the use, distribution or manufacture of illegal drugs while on Landlord's property, it shall be just cause for the termination of this
 71 lease and the eviction of Tenant. Tenant warrants to Landlord that Tenant or any other resident of the property has never been
 72 convicted of crimes related to methamphetamine.
- 73 **10. ACCESS BY LANDLORD.**
 74 Tenant shall assume all responsibility for the terms and conditions of this lease at the time of occupancy but no later than the first
 75 day of the term hereof. Landlord shall be entitled and shall have the right, at all reasonable times, to inspect said property for any
 76 damage or destruction or to determine whether or not Tenant is performing and observing all of the agreements contained herein,
 77 and for the purpose of making any necessary repairs. For a period of sixty (60) days prior to the expiration or termination of this
 78 lease, Landlord shall have the right of access to the property at all reasonable times for the purpose of showing to prospective
 79 tenants, buyers, appraisers, lenders and inspectors. Landlord shall not be liable to Tenant or any member of Tenant's family or
 80 any of Tenant's guests, invitees, agents or employees for any loss, injury or damage to them or their personal property from any
 81 cause whatsoever, except Landlord's gross and willful negligence.
- 82 **11. RESPONSIBILITIES OF LANDLORD.**
 83 In addition to other responsibilities set forth elsewhere in this lease, Landlord shall be responsible for the cost to maintain the
 84 residence in good and habitable condition including costs associated with reasonable wear and tear of Tenant, except as provided
 85 for damages caused by Tenant's neglect and except as provided for in paragraph 14. Landlord has disclosed to Tenant, in writing,
 86 any facts known to Landlord as regards to any prior use of the property as a lab, production or storage site of methamphetamine
 87 or that it was the residence of a person convicted of crimes related to methamphetamine.
- 88 **12. LIABILITY AND INDEMNITY.**
 89 Landlord shall not be liable to Tenant, Tenant's guests or other occupants or persons on the property for personal injury, property
 90 damage or other losses to such persons or their property caused by theft, burglary, assault, other crimes, fire, water, ice, wind, rain,
 91 smoke or any other cause. Furthermore, Tenant agrees to indemnify and hold Landlord free and harmless from any and all liability
 92 for injury to or death of any person, or for damage of property arising from the use and occupancy of the property by Tenant or
 93 from the act or omission of any person or persons, including Tenant in or about the property with the express or implied consent
 94 of Tenant. Landlord requires Tenant to obtain personal liability insurance and, if desired, personal household contents insurance
 95 (see paragraph 14). Landlord shall have no duty to furnish smoke detectors, except as required by law, however, if furnished,
 96 Tenant is responsible for keeping them operational by furnishing batteries (see paragraph 14).
- 97 **13. MULTIPLE TENANTS.**
 98 Each Tenant is jointly and individually liable for all obligations and sums due under this lease agreement. A lease violation by
 99 one Tenant is a violation by all Tenants. Notice by Landlord to any adult Tenant is notice to all Tenants.
- 100 **14. RESPONSIBILITIES OF TENANT.**
 101 In addition to other responsibilities set forth in the lease, Tenant shall:

- 102 • pay all utilities when due including, if applicable, electric, gas, water and trash removal. Tenant shall make arrangements for
- 103 such services prior to occupancy and shall maintain such services (and, when necessary, provide heat for the building)
- 104 throughout the term of the lease;
- 105 • obtain personal liability insurance and, if desired, personal household contents insurance;
- 106 • inspect smoke alarms and carbon monoxide detectors, bi-annually, if applicable, and replace batteries when needed;
- 107 • change furnace filter regularly (at least every three months) if residence has a forced air system;
- 108 • keep air conditioner compressor clean and free of debris, leaves, grass clippings, etc.;
- 109 • keep garbage, trash, waste and debris in proper containers and dispose of same at least weekly; and
- 110 • comply with subdivision/condominium rules and regulations, a copy of which, if applicable, is attached.

111 Except where the following exterior maintenance items are provided for by the subdivision/condominium, Landlord or Tenant shall
 112 be responsible for the following (mark appropriate boxes):

- | | | | |
|-----|--------------------------|--------------------------|--|
| 113 | Landlord | Tenant | |
| 114 | <input type="checkbox"/> | <input type="checkbox"/> | Keep sidewalks and driveways free from snow, ice and anything that may present a danger to Tenant or others. |
| 115 | <input type="checkbox"/> | <input type="checkbox"/> | Keep grass cut, watered and trimmed and reasonably free of leaves and debris. |
| 116 | <input type="checkbox"/> | <input type="checkbox"/> | Provide the necessary and proper care for shrubs and trees. |
| 117 | <input type="checkbox"/> | <input type="checkbox"/> | Maintain gutters and downspouts so as to be clean and operable. |

118 It is further understood, acknowledged and agreed that Tenant shall:

- 119 • be responsible for the cost of repair of glass, screens and doors if damaged by accident or neglect of Tenant or anyone else;
- 120 • be responsible for the cost of pest/insect control, except for wood destroying insects/pests, first reported to Landlord thirty (30)
- 121 days or later after possession;
- 122 • be responsible for the cost of repairs to bath, tub/shower enclosures, tile, walls and floors if grout or caulk is not intact and
- 123 properly sealed so as to prevent water penetration behind such seals when such condition was not reported, in writing, to
- 124 Landlord before damage occurred;
- 125 • be responsible for the cost of repairs to garbage disposal (if any), bathtub, toilets or drains, if caused by rags, excessive grease,
- 126 glass, metal, plastic, etc. or any accident or neglect of Tenant or anyone else;
- 127 • be responsible for any other cost incurred by Landlord (repairs or otherwise) resulting from accident or negligence of Tenant
- 128 or Tenant's invitees or guests; and
- 129 • be responsible to immediately notify Landlord, in writing, of any repairs needed that, if left unattended, would result in damage
- 130 to the residence, including, but not limited to, water leakage, roof damage, wall cracks and/or holes, bed bugs, termites, insects
- 131 or other pest damage or infestations, etc.

132 In addition, it is understood, acknowledged and agreed that Tenant:

- 133 • shall keep no pets on the property without the express written consent of Landlord;
- 134 • shall not paint, or install or remove wallpaper or otherwise alter the residence in any manner without the written consent of
- 135 Landlord;
- 136 • shall not alter, replace or add door or window locks and shall return all keys to Landlord upon termination of this lease. Landlord
- 137 agrees to change locks upon request of Tenant and receipt of payment for the applicable locksmith or other contractor service
- 138 fee
- 139 • shall not park or allow guests to park anywhere on the property except in regular spaces provided for such vehicle parking;
- 140 • shall not park or store any recreational vehicle, trailer or commercial vehicle on the property without the written consent of
- 141 Landlord;
- 142 • shall not store flammable or hazardous material, except nominal amounts of gasoline, which is to be stored in proper containers;
- 143 • shall refrain from activities of any kind that would interfere with any neighbor's peaceful enjoyment of the property they
- 144 occupy;
- 145 • shall not assign this lease or sublease or rent any portion of the property to anyone else;
- 146 • shall keep Landlord informed at all times of Tenant's current phone numbers (residence, work and cell) and email addresses;
- 147 • shall upon vacating, remove all personal property belonging to Tenant and shall thoroughly clean the property and shall pay
- 148 Landlord's cost of professional carpet cleaning to be done after vacating;
- 149 • shall pay all attorney fees and court costs in the event legal proceedings are instituted by Landlord for non-payment of rent or
- 150 late charges or any other breach of this lease by Tenant, including eviction cost;
- 151 • shall adhere to Landlord's "No Smoking" policy. Smoking is defined as vaping, inhaling or carrying a lit cigarette, cigar, pipe
- 152 or other tobacco or non-tobacco smoked or vaped or inhaled product in any form, legal and illegal. Tenant acknowledges that
- 153 smoking is not allowed anywhere indoors or outdoors on the property, including but not limited to any Common Areas. Tenant
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180 Landlord, then the amount due shall be increased to cover collection fees incurred by Landlord. The remedies provided for in this
181 paragraph shall be in addition to the other remedies provided for herein or as provided by law. Failure by Landlord to enforce or
182 demand performance of any obligation of Tenant, or to seek remedy for breach thereof, shall not waive or excuse defaults of other
183 obligations nor further defaults of the same obligation.

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194 not do anything to create a danger of fire or cause an increase in insurance rates or to cause a cancellation of insurance. Upon
195 the expiration of this lease or its termination, Tenant will surrender possession of the property (including any Landlord owned personal
196 property) in as good, clean and safe condition and repair as on the date of this lease except for reasonable wear and tear. Tenant
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235 estate broker or salesperson licensed in the state of _____ and is (Check one or more, as applicable)
236 a party to this lease; a principal of and/or has a direct or indirect ownership interest with Landlord Tenant; and /or
237 an immediate family member of Landlord Tenant Other Specify: _____

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255 All Parties agree that this transaction can be conducted by electronic/digital signatures, according to the Uniform Electronic
256 Transaction Act as adopted by the state of Missouri.

257 _____
258 **Brokerage Firm Name Assisting Landlord**
259 **Broker's Firm State License ID#:** _____
260 **By (Signature):** _____
261 **Printed Name:** _____
262 **Licensee State License ID#:** _____
263 **Date:** _____ **MLS ID:** _____

Brokerage Firm Name Assisting Tenant
Broker's Firm State License ID#: _____
By (Signature): _____
Printed Name: _____
Licensee State License ID#: _____
Date: _____ **MLS ID:** _____

264 **EXPIRATION:** This lease must be accepted by: _____ m of _____.

265 _____
266 **LANDLORD SIGNATURE** **TIME/DATE**

TENANT SIGNATURE **TIME/DATE**

267 _____
268 **Landlord Printed Name**

Tenant Printed Name

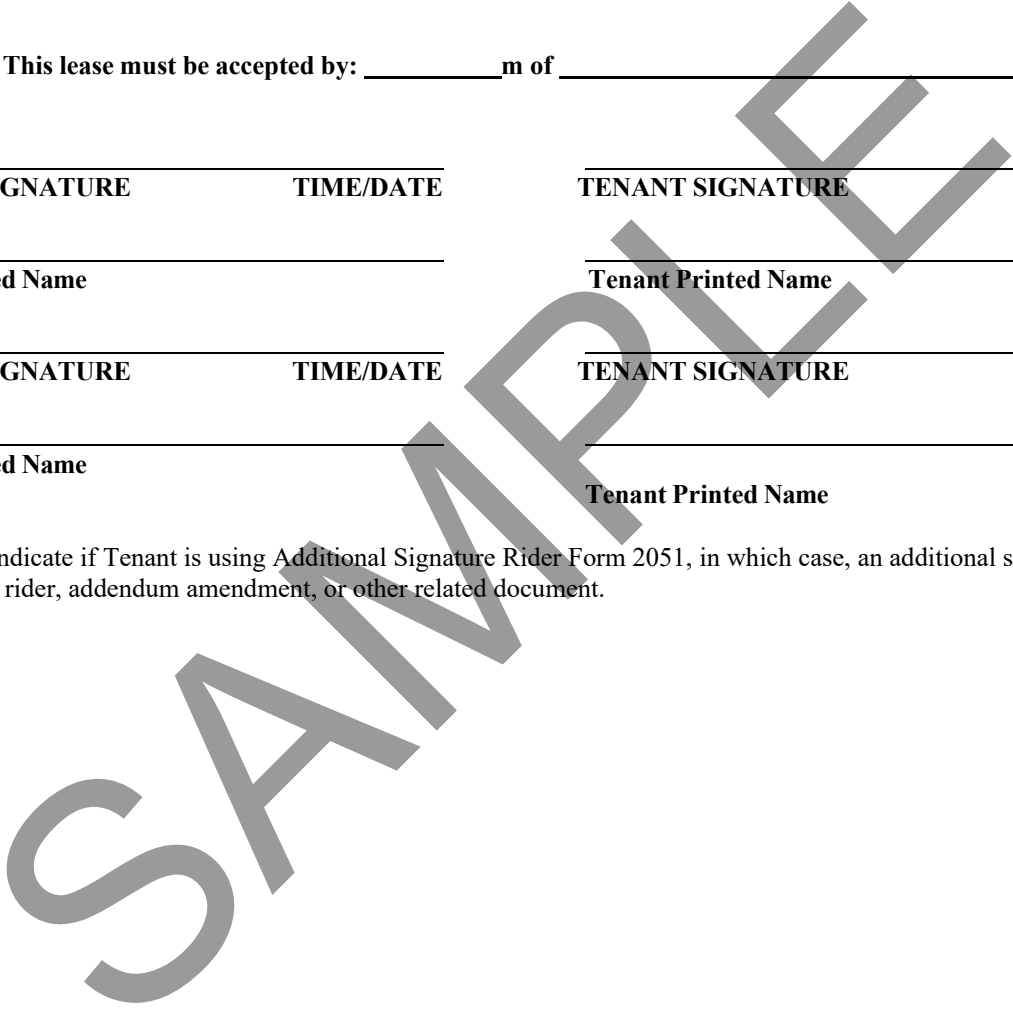
269 _____
270 **LANDLORD SIGNATURE** **TIME/DATE**

TENANT SIGNATURE **TIME/DATE**

271 _____
272 **Landlord Printed Name**

Tenant Printed Name

274 Check box to indicate if Tenant is using Additional Signature Rider Form 2051, in which case, an additional signature page is required for each separate rider, addendum amendment, or other related document.



This document has legal consequences.
If you do not understand it, consult your attorney.
The text of this form may not be altered in any manner
without written acknowledgment of all parties.

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REALTORS® and those issued a use license by St. Louis REALTORS®

Form #2124 10/2401/25

BUYER'S NON-EXCLUSIVE AGENCY CONTRACT

_____ (“Buyer”) hereby appoints
_____ (hereinafter referred to as “Broker”) to act as a non-exclusive agent for Buyer
for the purpose of identifying and negotiating to acquire real property as described below. “Broker” shall refer to the brokerage and any
affiliated licensee. The term “acquire” or “acquisition” shall include the purchase, lease, exchange, or option of real estate.

TYPE OF PROPERTY SOUGHT

The type of property sought, as identified by its use, shall be: Residential Investment Commercial Lots Acreage/Farm
(check all that apply). Any additional specifications for the property sought are as follows:

Broker agrees to use reasonable effort and diligence to identify properties listed in the multiple listing service (“MLS”) that meet Buyer’s
specifications, as identified above, and to assist in negotiating terms and conditions for the acquisition of the said property.

TERM

This Agency Contract begins on the Effective Date and ends at 11:59 p.m. on _____ (“Expiration Date”), together
with any written extension or reduction thereof. The “Effective Date” shall be the date of final acceptance thereof, as indicated by the
date adjacent to the signature of the last party to sign this Agency Contract or (specify if otherwise) _____.
Buyer and Broker, with mutual agreement, may terminate this Contract prior to the expiration date by written agreement.

PROTECTION PERIOD

If within _____ days (0 days if left blank) after the expiration of this Agency Contract (“Protection Period”), Buyer acquires any
property to which Buyer was introduced by Broker, then Buyer agrees to pay Broker the compensation provided for below. However,
no additional compensation will be due to Broker if, during this protection period, Buyer enters into an exclusive buyer representation
agreement with another broker to acquire a subject property, and the new broker representing Buyer is paid a commission on the closing
of that acquisition.

COMPENSATION FOR SERVICES

**Note: The amount of compensation is not set by law. Compensation is set by each broker individually and is negotiable, subject
to individual broker policy.**

Broker Compensation. If, during this Agency Contract, Buyer enters into a contract to acquire any type of real estate described
above, through services of Broker during the Term, Broker shall be due and payable at closing:
_____ % of purchase price (\$0 if none stated), \$ _____ as a flat amount (\$0 if none stated), **AND** Other: (describe)

(N/A if left blank).
Buyer agrees that the compensation above is the voluntary and knowing choice of Buyer.

Additional Compensation. Buyer agrees to pay Broker additional compensation of \$ _____ (\$0 if none stated). This additional
compensation Shall **OR** Shall Not (check one) be credited against any other compensation owed by Buyer to Broker and shall
be due and payable to Broker on (if applicable, check one):

- the Effective Date of this Agency Contract, which shall be deemed earned upon receipt.
- only if and on the same date that the other compensation above provided for is payable.

Unless otherwise agreed to in writing, Buyer authorizes Broker to negotiate for and accept the compensation from the seller or listing
broker. If Broker receives any compensation from seller or listing broker for services covered by this Agency Contract, that amount will
be credited toward Buyer’s obligation to pay the above Compensation. If seller does not pay any compensation to broker, Buyer shall
be solely responsible for the sum of the compensation listed above. In no case shall the amount of compensation received by Broker
from all sources be greater than the amount of compensation listed in this agreement.

**Note: Certain loan and assistance programs may not allow buyers to compensate their broker. Those transactions should be
conditioned upon the full compensation paid by the Seller or Listing Broker. Confirm the details of your program with your
lender.**

Initials of Buyer to acknowledge they have read this page _____ / _____

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DUAL AGENCY CONSENT

Does Buyer consent to Broker acting as a dual agent? *(check one)*
 Yes No Not Applicable, because dual agency is not allowed by Broker's company policy. See the Dual Agent Duties and Obligations outlined below.

BUYER'S LIMITED AGENCY AS STARTING POINT

Pursuant to this Agency Contract, Broker will initially be acting in the capacity of Buyer's limited agent, with the duties and obligations of a buyer's limited agent under Missouri law as set forth following the parties' signatures below. However, Buyer acknowledges that from time to time, a prospective seller may engage Broker to act in one of several possible capacities with respect to that seller, depending on what brokerage relationships are permitted by Broker's company policy. Under various circumstances, Missouri law may permit or require a conversion of Broker's brokerage relationship with Buyer to a different brokerage relationship. Any conversion to a different brokerage relationship shall only be made upon Buyer's written consent, as required by rule or regulation.

DESIGNATED AGENCY

If, as authorized by Missouri law, Broker policy authorizes its affiliated licensees to act as Designated Agents, _____ is appointed as Buyer's Designated Agent. In the event the Designated Agent is not available at any given time, any of the following agents affiliated with the Broker are hereby appointed to represent Buyer without further notice: *(If a Designated Agent is appointed, the Designated Broker must sign this agreement.)*

REPRESENTATIONS

By signing below, Buyer acknowledges having entered into this agreement prior to touring any property described on page 1.

BROKER'S ROLE

Broker is not an expert in law, tax, financing, surveying, structural, mechanical conditions, hazardous materials, environmental risks, engineering, or other specialized topics. Brokerage strongly encourages contacting the appropriate professional if questions or concerns exist.

SPECIAL AGREEMENTS *(none if left blank)*

BUYER AGREES:

- 1) To not communicate directly with any seller of any real estate or seller's representative to whom Broker has introduced Buyer or negotiated with for the purchase, option or exchange of real estate on behalf of Buyer.
- 2) To comply with the reasonable requests of Broker to supply any financial or personal data needed to fulfill the terms of this Agency Contract.
- 3) To make themselves reasonably available and responsive for all purposes of this Contract.
- 4) To consult with Broker before contacting any other broker representing sellers or the sellers directly to avoid confusion over the agency relationship and misunderstandings about liability for compensation.

BUYER ACKNOWLEDGES:

- 1) Having read the Dual Agency Duties and Obligations and Limited Agency Duties and Obligations provisions outlined below provisions outlined below.
- 2) This agreement, according to Missouri law, establishes an agency relationship and, therefore, prohibits Broker from acting as a transaction broker. Buyer authorizes Broker to offer subagency and to pay another broker or subagent a portion of the commission.
- 3) That if a property has had construction work performed, the lien rights of persons who performed work or supplied materials are affected by the requirements of Chapter 429 of the Missouri Revised Statutes. Failure by the property owner to post and record a timely "notice of intended sale" may affect lien rights and Buyer's ability to get mechanic's lien coverage in Buyer's title insurance policy.
- 4) That Broker recommends that any offer to purchase a property be conditioned on Buyer obtaining an inspection, survey (if applicable), appraisal, verification of insurability, and title policy.

REPRESENTING OTHER BUYER

Buyer understands that Broker has no duty to represent only Buyer, and that Broker may represent other prospective buyers who may be interested in purchasing or leasing the same property or properties that Buyer is interested in acquiring, subject to Missouri law.

97 **PREVIOUS REPRESENTATION**
98 Buyer understands that Broker may have previously represented the seller from whom Buyer wishes to purchase the property. During
99 that representation, the Broker may have learned material information about the seller that is considered confidential. Under the law,
100 Broker may not disclose any such confidential information to Buyer.

101 **FAILURE TO CLOSE**
102 If an owner of an agreement made on behalf of Buyer fails to close such agreement, with no fault on the part of Buyer, Buyer shall have
103 no obligation to pay the compensation provided for above. If such transaction fails to close because of any fault on the part of Buyer,
104 such compensation will not be waived but will be due and payable immediately. In no case shall Broker be obligated to advance funds
105 for the benefit of Buyer in order to complete a closing.

106 **SMART HOME TECHNOLOGY PRIVACY CONCERNS**
107 When acquiring a home with smart technology, it is vital that Buyer address privacy and security risks. Before occupying, Buyer should
108 take precautions: reset and unlink all devices, delete recorded footage, change access codes, unlink voice assistants, clear personal data,
109 and change the Wi-Fi password (if applicable). These steps ensure a secure transition, protecting Buyer's privacy and the property's
110 smart technology integrity.

111 **SURVEILLANCE/RECORDING**
112 Notice to Buyer regarding recordings within the property.
113 Prior to photographing, video graphing, or video telephoning a property without written permission of the seller, Buyer should speak
114 with an attorney. Also, Buyer should be aware that the seller may have a security system that records or allows for remote monitoring
115 of the property, including recording or broadcasting audio. Sellers may be able to listen to conversations on their properties, and Buyer
116 should be aware that any discussions of negotiation strategies held on the property may not be confidential. Buyer hereby releases Broker
117 and employees from any liability that may result from any recording in the property.

118 **NON-DISCRIMINATION**
119 The parties understand and agree that properties shall be shown and made available to Buyer without regard to race, color, religion, sex,
120 handicap, familial status, national origin, ancestry, sexual orientation, or gender identity and in accordance with all local, state, and
121 federal fair housing laws.

122 **REMEDIES**
123 If Buyer breaches this Agency Contract or it becomes necessary for Broker to retain an attorney to enforce any of the terms hereof, then
124 without limiting any other right or remedy hereunder or otherwise available at law or inequity, Broker shall be entitled to recover all
125 costs and expenses of litigation incurred, including but not limited to court costs and reasonable attorney fees. The provisions of this
126 paragraph shall survive the expiration or any earlier termination of this Agency Contract.

127 **INDEMNIFICATION**
128 Buyer agrees to save and hold Broker harmless from all claims, disputes, litigation, judgments, and costs (including reasonable attorney's
129 fees) arising from Buyer's breach of this Contract to the extent allowed by law.

130 **FRANCHISE DISCLOSURE**
131 If Broker is a member of a franchise, the franchisor is not responsible for the acts of said Broker.

132 **MODIFICATION OF THIS AGENCY CONTRACT**
133 No modification of any of the terms of this Agency Contract shall be valid and binding upon the parties or entitled to enforcement
134 unless such modification has first been reduced to writing and signed by the parties.

135 **BROKER DISCLOSURE FORM**
136 Buyer acknowledges receipt of the Broker Disclosure Form prescribed by the commission (Missouri Real Estate Commission) by either
137 a) on or before the signing of this Agency Contract, or b) upon the licensee obtaining any personal or financial information, whichever
138 occurs first.

139 **ELECTRONIC SIGNATURES**
140 All parties agree that this transaction can be conducted by electronic/digital signatures, according to the Uniform Electronic Transaction
141 Act adopted by the State of Missouri.

142 **Buyer and Broker agree that either party may acknowledge amendments to this Agency Contract by email communications**
143 **from one of the following email addresses. Authorization is not granted if no email address is provided.**

144 _____
145 BUYER SIGNATURE DATE BUYER SIGNATURE DATE

146 _____
147 Buyer Printed Name Buyer Printed Name

148 _____
149 Buyer Current Address Buyer Current Address

150 _____
151 Buyer City, State, Zip Buyer City, State, Zip

152 _____
153 Buyer Email Address Buyer Email Address

154 _____
155 Buyer Phone Buyer Phone

156
157 Check box to indicate if Buyer is using an Additional Signature Rider Form 2051, in which case, an additional signature page is
158 required for each separate rider, addendum amendment, or other related document.
159

160 _____
161 BROKER (Company) AUTHORIZED AGENT SIGNATURE DATE

162 _____
163 Authorized Agent Printed Name

164 _____
165 Authorized Agent Email

166 _____
167 BROKER SIGNATURE DATE Broker Printed Name
168 *(if required by company policy or the practice of Designated Agency)*

169 **RELEVANT ASPECTS OF MISSOURI REAL ESTATE LAW ARE REFERENCED BELOW:**

170 **DUTIES AND OBLIGATIONS OF LIMITED AGENCY (as required by 339.740 RSMo).**

- 171 1. A licensee representing a buyer or tenant as a buyer's or tenant's agent shall be a limited agent with the following duties and
172 obligations:
- 173 (1) To perform the terms of any written agreement made with the client;
 - 174 (2) To exercise reasonable skill and care for the client;
 - 175 (3) To promote the interests of the client with the utmost good faith, loyalty, and fidelity, including:
 - 176 (a) Seeking a price and terms which are acceptable to the client, except that the licensee shall not be obligated to seek
177 other properties while the client is a party to a contract to purchase property or to a lease or letter of intent to lease;
 - 178 (b) Presenting all written offers to and from the client in a timely manner regardless of whether the client is already a
179 party to a contract to purchase property or is already a party to a contract or a letter of intent to lease;
 - 180 (c) Disclosing to the client adverse material facts actually known or that should have been known by the licensee; and
 - 181 (d) Advising the client to obtain expert advice as to material matters about which the licensee knows but the specifics of
182 which are beyond the expertise of the licensee;
 - 183 (4) To account in a timely manner for all money and property received;
 - 184 (5) To comply with all requirements of sections 339.710 to 339.860, subsection 2 of section 339.100, and any rules and
185 regulations promulgated pursuant to those sections; and
 - 186 (6) To comply with any applicable federal, state, and local laws, rules, regulations, and ordinances, including fair housing and
187 civil rights statutes or regulations.
- 188 2. A licensee acting as a buyer's agent shall not disclose any confidential information about the client unless disclosure is required by
189 statute, rule, or regulation or failure to disclose the information would constitute a misrepresentation or unless disclosure is necessary
190 to defend the affiliated licensee against an action of wrongful conduct in an administrative or judicial proceeding or before a
191 professional committee. No cause of action for any person shall arise against a licensee acting as a buyer's agent for making any
192 required or permitted disclosure.
- 193 3. A licensee acting as a buyer's agent owes no duty or obligation to a customer, except that the licensee shall disclose to any customer
194 all adverse material facts actually known or that should have been known by the licensee. A buyer's agent owes no duty to conduct
195 an independent investigation of the client's financial condition for the benefit of the customer and owes no duty to independently
196 verify the accuracy or completeness of statements made by the client or any independent inspector.
- 197 4. A buyer's agent may show properties in which the client is interested to other prospective buyers without breaching any duty or
198 obligation to the client. This section shall not be construed to prohibit a buyer's agent from showing competing buyers the same
199 property and from assisting competing buyers in attempting to purchase or lease a particular property.
- 200 5. A client may agree in writing with a buyer's agent that other designated brokers may be retained and compensated as subagents.
201 Any designated broker acting on the buyer's behalf as a subagent shall be a limited agent with the obligations and responsibilities
202 set forth in subsections 1 to 4 of this section.

203 **MINIMUM BROKERAGE SERVICES (as required by 339.780.7 RSMo).**

204 Pursuant to Missouri Law, Broker, through its designated broker and/or through one or more affiliated licensees, shall provide, at a
205 minimum, the following services:

- 206 1. Accepting delivery of and presenting to the client or customer offers and counteroffers to buy, sell, or lease the client's or customer's
207 property or the property the client or customer seeks to purchase or lease;
- 208 2. Assisting the client or customer in developing, communicating, negotiating and presenting offers, counteroffers and notices that
209 relate to the offers and the counteroffers until a lease or purchase agreement is signed and all contingencies are satisfied or waived;
210 and
- 211 3. Answering the client's or customer's questions relating to the offers, counteroffers, notices, and contingencies.

212 **DUAL AGENTS DUTIES AND OBLIGATIONS (as required by 339.750 RSMo).**

- 213 1. A licensee may act as a dual agent only with the consent of all parties to the transaction. Consent shall be presumed by a
214 written agreement pursuant to section 339.780.
- 215 2. A dual agent shall be a limited agent for both the seller and buyer or the landlord and tenant and shall have the duties and
216 obligations required by sections 339.730 and 339.740 unless otherwise provided for in this section.
- 217 3. Except as provided in subsections 4 and 5 of this section, a dual agent may disclose any information to one client that the
218 licensee gains from the other client if the information is material to the transaction unless it is confidential information as defined
219 in section 339.710.
- 220 4. The following information shall not be disclosed by a dual agent without the consent of the client to whom the information
221 pertains:
 - 222 (1) That a buyer or tenant is willing to pay more than the purchase price or lease rate offered for the property;

- 223 (2) That a seller or landlord is willing to accept less than the asking price or lease rate for the property;
224 (3) What the motivating factors are for any client buying, selling, or leasing the property;
225 (4) That a client will agree to financing terms other than those offered; and
226 (5) The terms of any prior offers or counter offers made by any party.
- 227 5. A dual agent shall not disclose to one client any confidential information about the other client unless the disclosure is required by
228 statute, rule, or regulation or failure to disclose the information would constitute a misrepresentation or unless disclosure is necessary
229 to defend the affiliated licensee against an action of wrongful conduct in an administrative or judicial proceeding or before a
230 professional committee. No cause of action for any person shall arise against a dual agent for making any required or permitted
231 disclosure. A dual agent does not terminate the dual agency relationship by making any required or permitted disclosure.
- 232 6. In a dual agency relationship, there shall be no imputation of knowledge or information between the client and the dual agent or
233 among persons within an entity engaged as a dual agent.

This document has legal consequences.
If you do not understand it, consult your attorney.
The text of this form may not be altered in any manner
without written acknowledgment of all parties.

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REALTORS® and those issued a use license by St. Louis REALTORS®

Form #2124 01/25

BUYER'S NON-EXCLUSIVE AGENCY CONTRACT

1 _____ (“Buyer”) hereby appoints
2 _____ (hereinafter referred to as “Broker”) to act as a non-exclusive agent for Buyer
3 for the purpose of identifying and negotiating to acquire real property as described below. “Broker” shall refer to the brokerage and any
4 affiliated licensee. The term “acquire” or “acquisition” shall include the purchase, lease, exchange, or option of real estate.

5 TYPE OF PROPERTY SOUGHT

6 The type of property sought, as identified by its use, shall be: Residential Investment Commercial Lots Acreage/Farm
7 (check all that apply). Any additional specifications for the property sought are as follows:
8 _____
9 _____
10 _____

11 Broker agrees to use reasonable effort and diligence to identify properties listed in the multiple listing service (“MLS”) that meet Buyer’s
12 specifications, as identified above, and to assist in negotiating terms and conditions for the acquisition of the said property.

13 TERM

14 This Agency Contract begins on the Effective Date and ends at 11:59 p.m. on _____ (“Expiration Date”), together
15 with any written extension or reduction thereof. The “Effective Date” shall be the date of final acceptance thereof, as indicated by the
16 date adjacent to the signature of the last party to sign this Agency Contract or (specify if otherwise) _____.
17 Buyer and Broker, with mutual agreement, may terminate this Contract prior to the expiration date by written agreement.

18 PROTECTION PERIOD

19 If within _____ days (0 days if left blank) after the expiration of this Agency Contract (“Protection Period”), Buyer acquires any
20 property to which Buyer was introduced by Broker, then Buyer agrees to pay Broker the compensation provided for below. However,
21 no additional compensation will be due to Broker if, during this protection period, Buyer enters into an exclusive buyer representation
22 agreement with another broker to acquire a subject property, and the new broker representing Buyer is paid a commission on the closing
23 of that acquisition.

24 COMPENSATION FOR SERVICES

25 **Note: The amount of compensation is not set by law. Compensation is set by each broker individually and is negotiable, subject**
26 **to individual broker policy.**

27 **Broker Compensation.** If, during this Agency Contract, Buyer enters into a contract to acquire any type of real estate described
28 above, through services of Broker during the Term, Broker shall be due and payable at closing:
29 _____ % of purchase price (\$0 if none stated), \$ _____ as a flat amount (\$0 if none stated), **AND** Other: (describe)
30 _____ (N/A if left blank).
31

Buyer agrees that the compensation above is the voluntary and knowing choice of Buyer.

32 **Additional Compensation.** Buyer agrees to pay Broker additional compensation of \$ _____ (\$0 if none stated). This additional
33 compensation Shall **OR** Shall Not (check one) be credited against any other compensation owed by Buyer to Broker and shall
34 be due and payable to Broker on (if applicable, check one):

- 35 the Effective Date of this Agency Contract, which shall be deemed earned upon receipt.
36 only if and on the same date that the other compensation above provided for is payable.

37 Unless otherwise agreed to in writing, Buyer authorizes Broker to negotiate for and accept the compensation from the seller or listing
38 broker. If Broker receives any compensation from seller or listing broker for services covered by this Agency Contract, that amount will
39 be credited toward Buyer’s obligation to pay the above Compensation. If seller does not pay any compensation to broker, Buyer shall
40 be solely responsible for the sum of the compensation listed above. In no case shall the amount of compensation received by Broker
41 from all sources be greater than the amount of compensation listed in this agreement.

42 **Note: Certain loan and assistance programs may not allow buyers to compensate their broker. Those transactions should be**
43 **conditioned upon the full compensation paid by the Seller or Listing Broker. Confirm the details of your program with your**
44 **lender.**

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DUAL AGENCY CONSENT

Does Buyer consent to Broker acting as a dual agent? *(check one)*

Yes No Not Applicable, because dual agency is not allowed by Broker's company policy. See the Dual Agent Duties and Obligations outlined below.

BUYER'S LIMITED AGENCY AS STARTING POINT

Pursuant to this Agency Contract, Broker will initially be acting in the capacity of Buyer's limited agent, with the duties and obligations of a buyer's limited agent under Missouri law as set forth following the parties' signatures below. However, Buyer acknowledges that from time to time, a prospective seller may engage Broker to act in one of several possible capacities with respect to that seller, depending on what brokerage relationships are permitted by Broker's company policy. Under various circumstances, Missouri law may permit or require a conversion of Broker's brokerage relationship with Buyer to a different brokerage relationship. Any conversion to a different brokerage relationship shall only be made upon Buyer's written consent, as required by rule or regulation.

DESIGNATED AGENCY

If, as authorized by Missouri law, Broker policy authorizes its affiliated licensees to act as Designated Agents, _____ is appointed as Buyer's Designated Agent. In the event the Designated Agent is not available at any given time, any of the following agents affiliated with the Broker are hereby appointed to represent Buyer without further notice: *(If a Designated Agent is appointed, the Designated Broker must sign this agreement.)*

REPRESENTATIONS

By signing below, Buyer acknowledges having entered into this agreement prior to touring any property described on page 1.

BROKER'S ROLE

Broker is not an expert in law, tax, financing, surveying, structural, mechanical conditions, hazardous materials, environmental risks, engineering, or other specialized topics. Brokerage strongly encourages contacting the appropriate professional if questions or concerns exist.

SPECIAL AGREEMENTS *(none if left blank)*

BUYER AGREES:

- 1) To not communicate directly with any seller of any real estate or seller's representative to whom Broker has introduced Buyer or negotiated with for the purchase, option or exchange of real estate on behalf of Buyer.
- 2) To comply with the reasonable requests of Broker to supply any financial or personal data needed to fulfill the terms of this Agency Contract.
- 3) To make themselves reasonably available and responsive for all purposes of this Contract.
- 4) To consult with Broker before contacting any other broker representing sellers or the sellers directly to avoid confusion over the agency relationship and misunderstandings about liability for compensation.

BUYER ACKNOWLEDGES:

- 1) Having read the Dual Agency Duties and Obligations and Limited Agency Duties and Obligations provisions outlined below provisions outlined below.
- 2) This agreement, according to Missouri law, establishes an agency relationship and, therefore, prohibits Broker from acting as a transaction broker. Buyer authorizes Broker to offer subagency and to pay another broker or subagent a portion of the commission.
- 3) That if a property has had construction work performed, the lien rights of persons who performed work or supplied materials are affected by the requirements of Chapter 429 of the Missouri Revised Statutes. Failure by the property owner to post and record a timely "notice of intended sale" may affect lien rights and Buyer's ability to get mechanic's lien coverage in Buyer's title insurance policy.
- 4) That Broker recommends that any offer to purchase a property be conditioned on Buyer obtaining an inspection, survey (if applicable), appraisal, verification of insurability, and title policy.

REPRESENTING OTHER BUYER

Buyer understands that Broker has no duty to represent only Buyer, and that Broker may represent other prospective buyers who may be interested in purchasing or leasing the same property or properties that Buyer is interested in acquiring, subject to Missouri law.

Initials of Buyer to acknowledge they have read this page _____/_____

97 **PREVIOUS REPRESENTATION**
98 Buyer understands that Broker may have previously represented the seller from whom Buyer wishes to purchase the property. During
99 that representation, the Broker may have learned material information about the seller that is considered confidential. Under the law,
100 Broker may not disclose any such confidential information to Buyer.

101 **FAILURE TO CLOSE**
102 If an owner of an agreement made on behalf of Buyer fails to close such agreement, with no fault on the part of Buyer, Buyer shall have
103 no obligation to pay the compensation provided for above. If such transaction fails to close because of any fault on the part of Buyer,
104 such compensation will not be waived but will be due and payable immediately. In no case shall Broker be obligated to advance funds
105 for the benefit of Buyer in order to complete a closing.

106 **SMART HOME TECHNOLOGY PRIVACY CONCERNS**
107 When acquiring a home with smart technology, it is vital that Buyer address privacy and security risks. Before occupying, Buyer should
108 take precautions: reset and unlink all devices, delete recorded footage, change access codes, unlink voice assistants, clear personal data,
109 and change the Wi-Fi password (if applicable). These steps ensure a secure transition, protecting Buyer's privacy and the property's
110 smart technology integrity.

111 **SURVEILLANCE/RECORDING**
112 Notice to Buyer regarding recordings within the property.
113 Prior to photographing, video graphing, or video telephoning a property without written permission of the seller, Buyer should speak
114 with an attorney. Also, Buyer should be aware that the seller may have a security system that records or allows for remote monitoring
115 of the property, including recording or broadcasting audio. Sellers may be able to listen to conversations on their properties, and Buyer
116 should be aware that any discussions of negotiation strategies held on the property may not be confidential. Buyer hereby releases Broker
117 and employees from any liability that may result from any recording in the property.

118 **NON-DISCRIMINATION**
119 The parties understand and agree that properties shall be shown and made available to Buyer without regard to race, color, religion, sex,
120 handicap, familial status, national origin, ancestry, sexual orientation, or gender identity and in accordance with all local, state, and
121 federal fair housing laws.

122 **REMEDIES**
123 If Buyer breaches this Agency Contract or it becomes necessary for Broker to retain an attorney to enforce any of the terms hereof, then
124 without limiting any other right or remedy hereunder or otherwise available at law or inequity, Broker shall be entitled to recover all
125 costs and expenses of litigation incurred, including but not limited to court costs and reasonable attorney fees. The provisions of this
126 paragraph shall survive the expiration or any earlier termination of this Agency Contract.

127 **INDEMNIFICATION**
128 Buyer agrees to save and hold Broker harmless from all claims, disputes, litigation, judgments, and costs (including reasonable attorney's
129 fees) arising from Buyer's breach of this Contract to the extent allowed by law.

130 **FRANCHISE DISCLOSURE**
131 If Broker is a member of a franchise, the franchisor is not responsible for the acts of said Broker.

132 **MODIFICATION OF THIS AGENCY CONTRACT**
133 No modification of any of the terms of this Agency Contract shall be valid and binding upon the parties or entitled to enforcement
134 unless such modification has first been reduced to writing and signed by the parties.

135 **BROKER DISCLOSURE FORM**
136 Buyer acknowledges receipt of the Broker Disclosure Form prescribed by the commission (Missouri Real Estate Commission) by either
137 a) on or before the signing of this Agency Contract, or b) upon the licensee obtaining any personal or financial information, whichever
138 occurs first.

139 **ELECTRONIC SIGNATURES**
140 All parties agree that this transaction can be conducted by electronic/digital signatures, according to the Uniform Electronic Transaction
141 Act adopted by the State of Missouri.

142 **Buyer and Broker agree that either party may acknowledge amendments to this Agency Contract by email communications**
143 **from one of the following email addresses. Authorization is not granted if no email address is provided.**

144
145 BUYER SIGNATURE _____ DATE _____ BUYER SIGNATURE _____ DATE _____

146
147 Buyer Printed Name _____ Buyer Printed Name _____

148
149 Buyer Current Address _____ Buyer Current Address _____

150
151 Buyer City, State, Zip _____ Buyer City, State, Zip _____

152
153 Buyer Email Address _____ Buyer Email Address _____

154
155 Buyer Phone _____ Buyer Phone _____

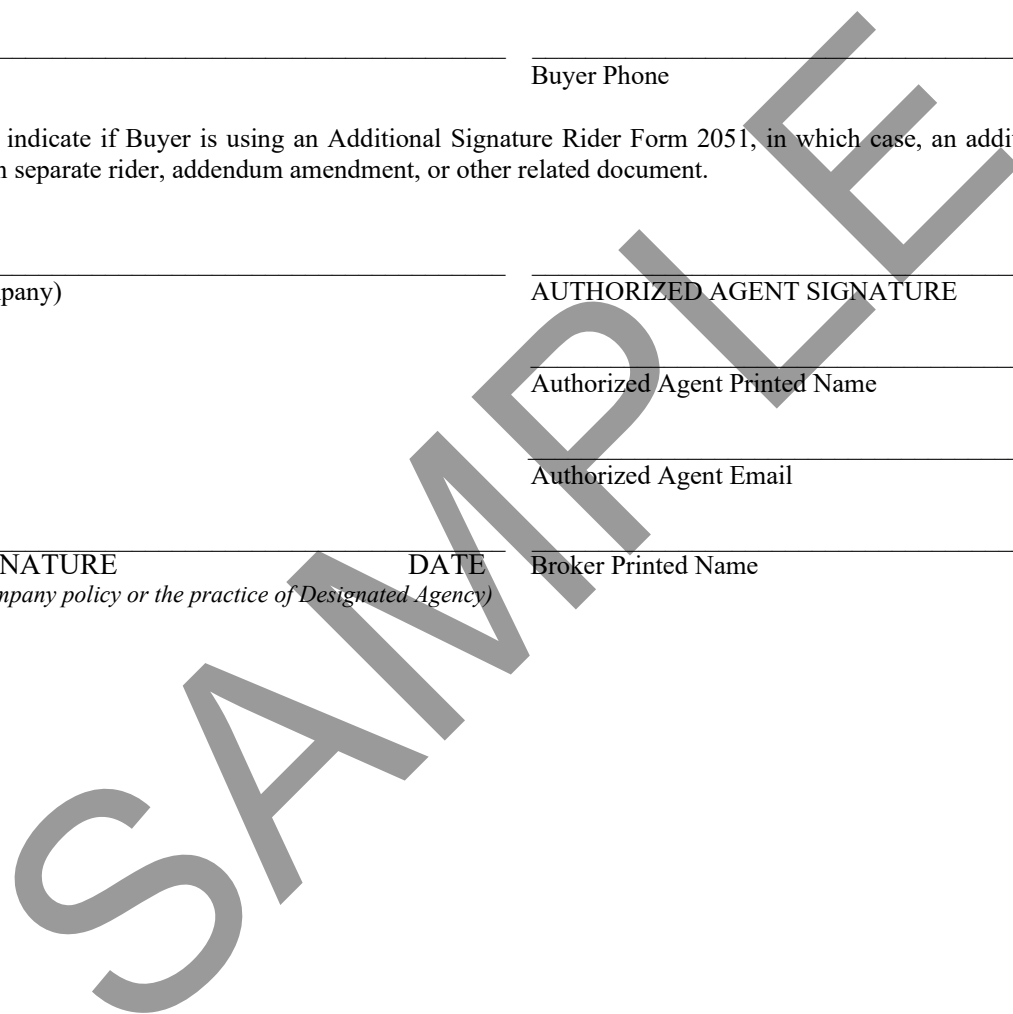
156
157 Check box to indicate if Buyer is using an Additional Signature Rider Form 2051, in which case, an additional signature page is
158 required for each separate rider, addendum amendment, or other related document.
159

160
161 BROKER (Company) _____ AUTHORIZED AGENT SIGNATURE _____ DATE _____

162
163 _____ Authorized Agent Printed Name _____

164
165 _____ Authorized Agent Email _____

166
167 BROKER SIGNATURE _____ DATE _____ Broker Printed Name _____
(if required by company policy or the practice of Designated Agency)



168 **RELEVANT ASPECTS OF MISSOURI REAL ESTATE LAW ARE REFERENCED BELOW:**

169 **DUTIES AND OBLIGATIONS OF LIMITED AGENCY (as required by 339.740 RSMo).**

- 170 1. A licensee representing a buyer or tenant as a buyer's or tenant's agent shall be a limited agent with the following duties and
171 obligations:
- 172 (1) To perform the terms of any written agreement made with the client;
 - 173 (2) To exercise reasonable skill and care for the client;
 - 174 (3) To promote the interests of the client with the utmost good faith, loyalty, and fidelity, including:
 - 175 (a) Seeking a price and terms which are acceptable to the client, except that the licensee shall not be obligated to seek
176 other properties while the client is a party to a contract to purchase property or to a lease or letter of intent to lease;
 - 177 (b) Presenting all written offers to and from the client in a timely manner regardless of whether the client is already a
178 party to a contract to purchase property or is already a party to a contract or a letter of intent to lease;
 - 179 (c) Disclosing to the client adverse material facts actually known or that should have been known by the licensee; and
 - 180 (d) Advising the client to obtain expert advice as to material matters about which the licensee knows but the specifics of
181 which are beyond the expertise of the licensee;
 - 182 (4) To account in a timely manner for all money and property received;
 - 183 (5) To comply with all requirements of sections 339.710 to 339.860, subsection 2 of section 339.100, and any rules and
184 regulations promulgated pursuant to those sections; and
 - 185 (6) To comply with any applicable federal, state, and local laws, rules, regulations, and ordinances, including fair housing and
186 civil rights statutes or regulations.
- 187 2. A licensee acting as a buyer's agent shall not disclose any confidential information about the client unless disclosure is required by
188 statute, rule, or regulation or failure to disclose the information would constitute a misrepresentation or unless disclosure is necessary
189 to defend the affiliated licensee against an action of wrongful conduct in an administrative or judicial proceeding or before a
190 professional committee. No cause of action for any person shall arise against a licensee acting as a buyer's agent for making any
191 required or permitted disclosure.
- 192 3. A licensee acting as a buyer's agent owes no duty or obligation to a customer, except that the licensee shall disclose to any customer
193 all adverse material facts actually known or that should have been known by the licensee. A buyer's agent owes no duty to conduct
194 an independent investigation of the client's financial condition for the benefit of the customer and owes no duty to independently
195 verify the accuracy or completeness of statements made by the client or any independent inspector.
- 196 4. A buyer's agent may show properties in which the client is interested to other prospective buyers without breaching any duty or
197 obligation to the client. This section shall not be construed to prohibit a buyer's agent from showing competing buyers the same
198 property and from assisting competing buyers in attempting to purchase or lease a particular property.
- 199 5. A client may agree in writing with a buyer's agent that other designated brokers may be retained and compensated as subagents.
200 Any designated broker acting on the buyer's behalf as a subagent shall be a limited agent with the obligations and responsibilities
201 set forth in subsections 1 to 4 of this section.

202 **MINIMUM BROKERAGE SERVICES (as required by 339.780.7 RSMo).**

203 Pursuant to Missouri Law, Broker, through its designated broker and/or through one or more affiliated licensees, shall provide, at a
204 minimum, the following services:

- 205 1. Accepting delivery of and presenting to the client or customer offers and counteroffers to buy, sell, or lease the client's or customer's
206 property or the property the client or customer seeks to purchase or lease;
- 207 2. Assisting the client or customer in developing, communicating, negotiating and presenting offers, counteroffers and notices that
208 relate to the offers and the counteroffers until a lease or purchase agreement is signed and all contingencies are satisfied or waived;
209 and
- 210 3. Answering the client's or customer's questions relating to the offers, counteroffers, notices, and contingencies.

211 **DUAL AGENTS DUTIES AND OBLIGATIONS (as required by 339.750 RSMo).**

- 212 1. A licensee may act as a dual agent only with the consent of all parties to the transaction. Consent shall be presumed by a
213 written agreement pursuant to section 339.780.
- 214 2. A dual agent shall be a limited agent for both the seller and buyer or the landlord and tenant and shall have the duties and
215 obligations required by sections 339.730 and 339.740 unless otherwise provided for in this section.
- 216 3. Except as provided in subsections 4 and 5 of this section, a dual agent may disclose any information to one client that the
217 licensee gains from the other client if the information is material to the transaction unless it is confidential information as defined
218 in section 339.710.
- 219 4. The following information shall not be disclosed by a dual agent without the consent of the client to whom the information
220 pertains:
 - 221 (1) That a buyer or tenant is willing to pay more than the purchase price or lease rate offered for the property;
 - 222 (2) That a seller or landlord is willing to accept less than the asking price or lease rate for the property;
 - 223 (3) What the motivating factors are for any client buying, selling, or leasing the property;

- 224 (4) That a client will agree to financing terms other than those offered; and
225 (5) The terms of any prior offers or counter offers made by any party.
226 5. A dual agent shall not disclose to one client any confidential information about the other client unless the disclosure is required by
227 statute, rule, or regulation or failure to disclose the information would constitute a misrepresentation or unless disclosure is necessary
228 to defend the affiliated licensee against an action of wrongful conduct in an administrative or judicial proceeding or before a
229 professional committee. No cause of action for any person shall arise against a dual agent for making any required or permitted
230 disclosure. A dual agent does not terminate the dual agency relationship by making any required or permitted disclosure.
231 6. In a dual agency relationship, there shall be no imputation of knowledge or information between the client and the dual agent or
232 among persons within an entity engaged as a dual agent.

SAMPLE

This document has legal consequences.
If you do not understand it, consult your attorney.
The text of this form may not be altered in any manner
without written acknowledgment of all parties.

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and those issued a use license by St. Louis REALTORS®

Form # 2125 ~~10/2401/25~~

BUYER'S EXCLUSIVE AGENCY CONTRACT

_____ (“Buyer”) hereby appoints
_____ (hereinafter referred to as “Broker”) to act as the Buyer’s exclusive limited
agent for the purpose of identifying and negotiating to acquire real property as described below. “Broker” shall refer to the brokerage
and any affiliated licensee. The term “acquire” or “acquisition” shall include the purchase, lease, exchange, or option of real estate.

TYPE OF PROPERTY SOUGHT

The type of property sought, as identified by its use, shall be Residential Investment Commercial Lots Acreage/Farm
(check all that apply). Any additional specifications for the property sought are as follows:

Broker agrees to use reasonable effort and diligence to identify properties listed in the multiple listing service (“MLS”) that meet Buyer’s
specifications, as identified above, and to assist in negotiating terms and conditions for the acquisition of the said property.

Buyer (check one) Is OR Is Not a party to other buyer’s representation agreement(s). If the Buyer is a party to other buyer
representation agreement(s), those agreement(s) shall not be for the same type of property(s) listed under Type of Property Sought.

TERM

This Agency Contract begins on the Effective Date and ends at 11:59 p.m. on _____ (“Expiration Date”), together
with any written extension or reduction thereof. The “Effective Date” shall be the date of final acceptance thereof, as indicated by the
date adjacent to the signature of the last party to sign this Agency Contract or (specify if otherwise) _____.
Buyer will refer all inquiries and prospects Buyer may receive during the Term from any source to Broker, to avoid the possibility of
confusion over brokerage and agency relationships and misunderstandings about liability for compensation. Buyer and Broker, with
mutual agreement, may terminate this Contract prior to the expiration date by written agreement.

PROTECTION PERIOD

If within _____ days (0 days if left blank) after the expiration of this Agency Contract (“Protection Period”), Buyer acquires any
property to which Buyer was introduced by Broker, then Buyer agrees to pay Broker the compensation provided for below. However,
no additional compensation will be due to Broker if, during this protection period, Buyer enters into an exclusive buyer representation
agreement with another broker to acquire a subject property, and the new broker representing Buyer is paid a commission on the
acquisition of a home not shown under this agreement.

COMPENSATION FOR SERVICES

**Note: The amount of compensation is not set by law. Compensation is set by each broker individually and is negotiable, subject
to individual broker policy.**

Broker Compensation. If, during this Agency Contract, Buyer enters into a contract to acquire any type of real estate described above,
whether through services of Broker, Buyer, or any other broker or person during the Term, Broker shall be due and payable at closing:
_____ % of purchase price (\$0 if none stated), \$ _____ as a flat amount (\$0 if none stated), **AND** Other: (describe)

(N/A if left blank). Buyer agrees
that the compensation above is the voluntary and knowing choice of Buyer.

Additional Compensation. Buyer agrees to pay Broker additional compensation of \$ _____ (\$0 if none stated). This additional
compensation Shall OR Shall Not (check one) be credited against any other compensation owed by Buyer to Broker and shall
be due and payable to Broker on (if applicable, check one):

- the Effective Date of this Agency Contract, which shall be deemed earned upon receipt.
- only if and on the same date that the other compensation above provided for is payable.

Unless otherwise agreed to in writing, Buyer authorizes Broker to negotiate for and accept the compensation from the seller or listing
broker. If Broker receives any compensation from seller or listing broker for services covered by this Agency Contract, that amount will
be credited toward Buyer’s obligation to pay the above Compensation. If seller does not pay any compensation to Broker, Buyer shall

44 be solely responsible for the sum of the compensation listed above. In no case shall the amount of compensation received by Broker
45 from all sources be greater than the amount of compensation listed in this agreement.

46 **Note: Certain loan and assistance programs may not allow buyers to compensate their broker. Those transactions should be**
47 **conditioned upon the full compensation paid by the Owner or Broker. Confirm the details of your program with your lender.**

48 **DUAL AGENCY CONSENT**

49 Does Buyer consent to Broker acting as a dual agent? (*check one*)

50 **Yes** **No** **Not Applicable** because dual agency is not allowed by Broker's company policy. See the Dual Agent Duties and
51 Obligations outlined below.

52 **BUYER'S LIMITED AGENCY AS STARTING POINT**

53 Pursuant to this Agency Contract, Broker will initially be acting in the capacity of Buyer's limited agent, with the duties and obligations
54 of a buyer's limited agent under Missouri law as set forth following the parties' signatures below. However, Buyer acknowledges that
55 from time to time, a prospective seller may engage Broker to act in one of several possible capacities with respect to that seller, depending
56 on what brokerage relationships are permitted by Broker's company policy. Under various circumstances, Missouri law may permit or
57 require a conversion of Broker's brokerage relationship with Buyer to a different brokerage relationship. Any conversion to a different
58 brokerage relationship shall only be made upon Buyer's written consent, as required by rule or regulation.

59 **DESIGNATED AGENCY**

60 If, as authorized by Missouri law, Broker policy authorizes its affiliated licensees to act as Designated Agents,
61 _____ is appointed as Buyer's Designated Agent. In the
62 event the Designated Agent is not available at any given time, any of the following agents affiliated with the Broker are hereby appointed
63 to represent Buyer without further notice: (*If a Designated Agent is appointed, the Designated Broker must sign this agreement.*)
64 _____
65 _____

66 **REPRESENTATIONS**

67 By signing below, Buyer acknowledges having entered into this agreement prior to touring any property described on page 1.

68 **BROKER'S ROLE**

69 Broker is not an expert in law, tax, financing, surveying, structural, mechanical conditions, hazardous materials, environmental risks,
70 engineering, or other specialized topics. Brokerage strongly encourages contacting the appropriate professional if questions or concerns
71 exist.

72 **SPECIAL AGREEMENTS** (*none if left blank*)

73 _____
74 _____
75 _____
76 _____
77 _____

78 **BUYER AGREES:**

- 79 1) To refer information Buyer may receive during the Term of this Agency Contract for the type of property sought, from any source
80 to Broker, to avoid the possibility of confusion over agency relationship and misunderstandings about liability for compensation.
81 To work exclusively with Broker to identify and acquire the type of property sought during the Term of this Agency Contract.
- 82 2) To comply with the reasonable requests of Broker to supply any financial or personal data needed to fulfill the terms of this
83 Agency Contract.
- 84 3) To make themselves reasonably available and responsive for all purposes of this Contract.
- 85 4) To consult with Broker before visiting any new or existing property of the type sought or contacting any other broker representing
86 sellers to avoid confusion over the agency relationship and misunderstandings about liability for compensation.
- 87 5) To not enter into another exclusive buyer representation agreement(s) or similar agreement(s) that conflicts with this Contract, prior to
88 termination of this Contract.

89 **BUYER ACKNOWLEDGES:**

- 90 1) Having read the Dual Agency Duties and Obligations provisions outlined below.
- 91 2) This agreement, according to Missouri law, establishes an agency relationship and, therefore, prohibits Broker from acting as a
92 transaction broker. Buyer authorizes Broker to offer subagency and to pay another broker or subagent a portion of the commission.
- 93 3) That if a property has had construction work performed, the lien rights of persons who performed work or supplied materials are
94 affected by the requirements of Chapter 429 of the Missouri Revised Statutes. Failure by the property owner to post and record a

95 timely “notice of intended sale” may affect lien rights and Buyer’s ability to get mechanic’s lien coverage in Buyer’s title insurance
96 policy.
97 4) That Broker recommends that any offer to purchase a property be conditioned on Buyer obtaining an inspection, survey (if applicable),
98 appraisal, verification of insurability, and title policy.

99 **REPRESENTING OTHER BUYER**

100 Buyer understands that Broker has no duty to represent only Buyer, and that Broker may represent other prospective buyers who may
101 be interested in purchasing or leasing the same property or properties that Buyer is interested in acquiring, subject to Missouri law.

102 **PREVIOUS REPRESENTATION**

103 Buyer understands that Broker may have previously represented the seller from whom Buyer wishes to purchase the property. During
104 that representation, the Broker may have learned material information about the seller that is considered confidential. Under the law,
105 Broker may not disclose any such confidential information to Buyer.

106 **FAILURE TO CLOSE**

107 If an owner of an agreement made on behalf of Buyer fails to close such agreement, with no fault on the part of Buyer, Buyer shall have
108 no obligation to pay the compensation provided for above. If such transaction fails to close because of any fault on the part of Buyer,
109 such compensation will not be waived but will be due and payable immediately. In no case shall Broker be obligated to advance funds
110 for the benefit of Buyer in order to complete a closing.

111 **SMART HOME TECHNOLOGY PRIVACY CONCERNS**

112 When acquiring a home with smart technology, it is vital that Buyer address privacy and security risks. Before occupying, Buyer should
113 take precautions: reset and unlink all devices, delete recorded footage, change access codes, unlink voice assistants, clear personal data,
114 and change the Wi-Fi password (if applicable). These steps ensure a secure transition, protecting Buyer’s privacy and the property’s
115 smart technology integrity.

116 **SURVEILLANCE/RECORDING**

117 Notice to Buyer regarding recordings within the property.
118 Prior to photographing, video graphing, or video telephoning a property without written permission of the seller, Buyer should speak
119 with an attorney. Also, Buyer should be aware that the seller may have a security system that records or allows for remote monitoring
120 of the property, including recording or broadcasting audio. Sellers may be able to listen to conversations on their properties, and Buyer
121 should be aware that any discussions of negotiation strategies held on the property may not be confidential. Buyer hereby releases Broker
122 and employees from any liability that may result from any recording in the property.

123 **NON-DISCRIMINATION**

124 The parties understand and agree that properties shall be shown and made available to Buyer without regard to race, color, religion, sex,
125 handicap, familial status, national origin, ancestry, sexual orientation, or gender identity, and in accordance with all local, state, and federal
126 fair housing laws.

127 **REMEDIES**

128 If Buyer breaches this Agency Contract or it becomes necessary for Broker to retain an attorney to enforce any of the terms hereof, then
129 without limiting any other right or remedy hereunder or otherwise available at law or inequity, Broker shall be entitled to recover all
130 costs and expenses of litigation incurred, including but not limited to court costs and reasonable attorney fees. The provisions of this
131 paragraph shall survive the expiration or any earlier termination of this Agency Contract.

132 **INDEMNIFICATION**

133 Buyer agrees to save and hold Broker harmless from all claims, disputes, litigation, judgments, and costs (including reasonable attorney’s
134 fees) arising from Buyer’s breach of this Contract to the extent allowed by law.

135 **FRANCHISE DISCLOSURE**

136 If Broker is a member of a franchise, the franchisor is not responsible for the acts of said Broker.

137 **MODIFICATION OF THIS AGENCY CONTRACT**

138 No modification of any of the terms of this Agency Contract shall be valid and binding upon the parties or entitled to enforcement unless
139 such modification has first been reduced to writing and signed by the parties.

140 **BROKER DISCLOSURE FORM**

141 Buyer acknowledges receipt of the Broker Disclosure Form prescribed by the commission (Missouri Real Estate Commission) by either
142 a) on or before the signing of this Agency Contract, or b) upon the Broker obtaining any personal or financial information, whichever
143 occurs first.

144 **ELECTRONIC SIGNATURES**

145 All parties agree that this transaction can be conducted by electronic/digital signatures, according to the Uniform Electronic Transaction
146 Act adopted by the State of Missouri.

147 **Buyer and Broker agree that either party may acknowledge amendments to this Agency Contract by email communications**
148 **from one of the following email addresses. Authorization is not granted if no email address is provided.**

149 _____
150 BUYER SIGNATURE DATE BUYER SIGNATURE DATE

151 _____
152 Buyer Printed Name Buyer Printed Name

153 _____
154 Buyer Current Address Buyer Current Address

155 _____
156 Buyer City, State, Zip Buyer City, State, Zip

157 _____
158 Buyer Email Address Buyer Email Address

159 _____
160 Buyer Phone Buyer Phone

161 Check box to indicate if Buyer is using Additional Signature Rider Form 2051, in which case, an additional signature page is required
162 for each separate rider, addendum amendment, or other related document.
163
164

165 _____
166 BROKER (Company) AUTHORIZED AGENT SIGNATURE DATE

167 _____
168 Authorized Agent Printed Name

169 _____
170 Authorized Agent Email

171 _____
172 BROKER SIGNATURE DATE Broker Printed Name

173 *(if required by company policy or the practice of Designated Agency)*

174 **RELEVANT ASPECTS OF MISSOURI REAL ESTATE LAW ARE REFERENCED BELOW:**

175 **DUTIES AND OBLIGATIONS OF LIMITED AGENCY (as required by 339.740 RSMo).**

- 176 1. A licensee representing a buyer or tenant as a buyer's or tenant's agent shall be a limited agent with the following duties and
177 obligations:
- 178 (1) To perform the terms of any written agreement made with the client;
 - 179 (2) To exercise reasonable skill and care for the client;
 - 180 (3) To promote the interests of the client with the utmost good faith, loyalty, and fidelity, including:
 - 181 (a) Seeking a price and terms which are acceptable to the client, except that the licensee shall not be obligated to seek
182 other properties while the client is a party to a contract to purchase property or to a lease or letter of intent to lease;
 - 183 (b) Presenting all written offers to and from the client in a timely manner regardless of whether the client is already a
184 party to a contract to purchase property or is already a party to a contract or a letter of intent to lease;
 - 185 (c) Disclosing to the client adverse material facts actually known or that should have been known by the licensee; and
 - 186 (d) Advising the client to obtain expert advice as to material matters about which the licensee knows but the specifics of
187 which are beyond the expertise of the licensee;
 - 188 (4) To account in a timely manner for all money and property received;
 - 189 (5) To comply with all requirements of sections 339.710 to 339.860, subsection 2 of section 339.100, and any rules and
190 regulations promulgated pursuant to those sections; and
 - 191 (6) To comply with any applicable federal, state, and local laws, rules, regulations, and ordinances, including fair housing and
192 civil rights statutes or regulations.
- 193 2. A licensee acting as a buyer's agent shall not disclose any confidential information about the client unless disclosure is required by
194 statute, rule, or regulation or failure to disclose the information would constitute a misrepresentation or unless disclosure is necessary
195 to defend the affiliated licensee against an action of wrongful conduct in an administrative or judicial proceeding or before a
196 professional committee. No cause of action for any person shall arise against a licensee acting as a buyer's agent for making any
197 required or permitted disclosure.
- 198 3. A licensee acting as a buyer's agent owes no duty or obligation to a customer, except that the licensee shall disclose to any customer
199 all adverse material facts actually known or that should have been known by the licensee. A buyer's agent owes no duty to conduct
200 an independent investigation of the client's financial condition for the benefit of the customer and owes no duty to independently
201 verify the accuracy or completeness of statements made by the client or any independent inspector.
- 202 4. A buyer's agent may show properties in which the client is interested to other prospective buyers without breaching any duty or
203 obligation to the client. This section shall not be construed to prohibit a buyer's agent from showing competing buyers the same
204 property and from assisting competing buyers in attempting to purchase or lease a particular property.
- 205 5. A client may agree in writing with a buyer's agent that other designated brokers may be retained and compensated as subagents.
206 Any designated broker acting on the buyer's behalf as a subagent shall be a limited agent with the obligations and responsibilities
207 set forth in subsections 1 to 4 of this section.

208 **MINIMUM BROKERAGE SERVICES (as required by 339.780.7 RSMo).**

209 Pursuant to Missouri Law, Broker, through its designated broker and/or through one or more affiliated licensees, shall provide, at a
210 minimum, the following services:

- 211 1. Accepting delivery of and presenting to the client or customer offers and counteroffers to buy, sell, or lease the client's or customer's
212 property or the property the client or customer seeks to purchase or lease;
- 213 2. Assisting the client or customer in developing, communicating, negotiating and presenting offers, counteroffers and notices that
214 relate to the offers and the counteroffers until a lease or purchase agreement is signed and all contingencies are satisfied or waived;
215 and
- 216 3. Answering the client's or customer's questions relating to the offers, counteroffers, notices, and contingencies.

217 **DUAL AGENTS DUTIES AND OBLIGATIONS (as required by 339.750 RSMo).**

- 218 1. A licensee may act as a dual agent only with the consent of all parties to the transaction. Consent shall be presumed by a written
219 agreement pursuant to section 339.780.
- 220 2. A dual agent shall be a limited agent for both the seller and buyer or the landlord and tenant and shall have the duties and obligations
221 required by sections 339.730 and 339.740 unless otherwise provided for in this section.
- 222 3. Except as provided in subsections 4 and 5 of this section, a dual agent may disclose any information to one client that the licensee
223 gains from the other client if the information is material to the transaction unless it is confidential information as defined in section
224 339.710.
- 225 4. The following information shall not be disclosed by a dual agent without the consent of the client to whom the information pertains:
 - 226 (1) That a buyer or tenant is willing to pay more than the purchase price or lease rate offered for the property;
 - 227 (2) That a seller or landlord is willing to accept less than the asking price or lease rate for the property;

- 228 (3) What the motivating factors are for any client buying, selling, or leasing the property;
229 (4) That a client will agree to financing terms other than those offered; and
230 (5) The terms of any prior offers or counter offers made by any party.
- 231 5. A dual agent shall not disclose to one client any confidential information about the other client unless the disclosure is required by
232 statute, rule, or regulation or failure to disclose the information would constitute a misrepresentation or unless disclosure is necessary
233 to defend the affiliated licensee against an action of wrongful conduct in an administrative or judicial proceeding or before a
234 professional committee. No cause of action for any person shall arise against a dual agent for making any required or permitted
235 disclosure. A dual agent does not terminate the dual agency relationship by making any required or permitted disclosure.
- 236 6. In a dual agency relationship, there shall be no imputation of knowledge or information between the client and the dual agent or
237 among persons within an entity engaged as a dual agent.

BUYER'S EXCLUSIVE AGENCY CONTRACT

1 _____ (“Buyer”) hereby appoints
2 _____ (hereinafter referred to as “Broker”) to act as the Buyer’s exclusive limited
3 agent for the purpose of identifying and negotiating to acquire real property as described below. “Broker” shall refer to the brokerage
4 and any affiliated licensee. The term “acquire” or “acquisition” shall include the purchase, lease, exchange, or option of real estate.

5 TYPE OF PROPERTY SOUGHT

6 The type of property sought, as identified by its use, shall be Residential Investment Commercial Lots Acreage/Farm
7 (check all that apply). Any additional specifications for the property sought are as follows:
8 _____
9 _____
10 _____

11 Broker agrees to use reasonable effort and diligence to identify properties listed in the multiple listing service (“MLS”) that meet Buyer’s
12 specifications, as identified above, and to assist in negotiating terms and conditions for the acquisition of the said property.

13 Buyer (check one) Is OR Is Not a party to other buyer’s representation agreement(s). If the Buyer is a party to other buyer
14 representation agreement(s), those agreement(s) shall not be for the same type of property(s) listed under Type of Property Sought.

15 TERM

16 This Agency Contract begins on the Effective Date and ends at 11:59 p.m. on _____ (“Expiration Date”), together
17 with any written extension or reduction thereof. The “Effective Date” shall be the date of final acceptance thereof, as indicated by the
18 date adjacent to the signature of the last party to sign this Agency Contract or (specify if otherwise) _____.
19 Buyer will refer all inquiries and prospects Buyer may receive during the Term from any source to Broker, to avoid the possibility of
20 confusion over brokerage and agency relationships and misunderstandings about liability for compensation. Buyer and Broker, with
21 mutual agreement, may terminate this Contract prior to the expiration date by written agreement.

22 PROTECTION PERIOD

23 If within _____ days (0 days if left blank) after the expiration of this Agency Contract (“Protection Period”), Buyer acquires any
24 property to which Buyer was introduced by Broker, then Buyer agrees to pay Broker the compensation provided for below. However,
25 no additional compensation will be due to Broker if, during this protection period, Buyer enters into an exclusive buyer representation
26 agreement with another broker to acquire a subject property, and the new broker representing Buyer is paid a commission on the
27 acquisition of a home not shown under this agreement.

28 COMPENSATION FOR SERVICES

29 **Note: The amount of compensation is not set by law. Compensation is set by each broker individually and is negotiable, subject**
30 **to individual broker policy.**

31 **Broker Compensation.** If, during this Agency Contract, Buyer enters into a contract to acquire any type of real estate described above,
32 whether through services of Broker, Buyer, or any other broker or person during the Term, Broker shall be due and payable at closing:
33 _____ % of purchase price (\$0 if none stated), \$ _____ as a flat amount (\$0 if none stated), **AND** Other: (describe)
34 _____ (N/A if left blank). Buyer agrees
35 that the compensation above is the voluntary and knowing choice of Buyer.

36 **Additional Compensation.** Buyer agrees to pay Broker additional compensation of \$ _____ (\$0 if none stated). This additional
37 compensation Shall OR Shall Not (check one) be credited against any other compensation owed by Buyer to Broker and shall
38 be due and payable to Broker on (if applicable, check one):

- 39 the Effective Date of this Agency Contract, which shall be deemed earned upon receipt.
40 only if and on the same date that the other compensation above provided for is payable.

41 Unless otherwise agreed to in writing, Buyer authorizes Broker to negotiate for and accept the compensation from the seller or listing
42 broker. If Broker receives any compensation from seller or listing broker for services covered by this Agency Contract, that amount will
43 be credited toward Buyer’s obligation to pay the above Compensation. If seller does not pay any compensation to Broker, Buyer shall

44 be solely responsible for the sum of the compensation listed above. In no case shall the amount of compensation received by Broker
45 from all sources be greater than the amount of compensation listed in this agreement.

46 **Note: Certain loan and assistance programs may not allow buyers to compensate their broker. Those transactions should be**
47 **conditioned upon the full compensation paid by the Owner or Broker. Confirm the details of your program with your lender.**

48 **DUAL AGENCY CONSENT**

49 Does Buyer consent to Broker acting as a dual agent? *(check one)*

50 Yes No Not Applicable because dual agency is not allowed by Broker's company policy. See the Dual Agent Duties and
51 Obligations outlined below.

52 **BUYER'S LIMITED AGENCY AS STARTING POINT**

53 Pursuant to this Agency Contract, Broker will initially be acting in the capacity of Buyer's limited agent, with the duties and obligations
54 of a buyer's limited agent under Missouri law as set forth following the parties' signatures below. However, Buyer acknowledges that
55 from time to time, a prospective seller may engage Broker to act in one of several possible capacities with respect to that seller, depending
56 on what brokerage relationships are permitted by Broker's company policy. Under various circumstances, Missouri law may permit or
57 require a conversion of Broker's brokerage relationship with Buyer to a different brokerage relationship. Any conversion to a different
58 brokerage relationship shall only be made upon Buyer's written consent, as required by rule or regulation.

59 **DESIGNATED AGENCY**

60 If, as authorized by Missouri law, Broker policy authorizes its affiliated licensees to act as Designated Agents,
61 _____ is appointed as Buyer's Designated Agent. In the
62 event the Designated Agent is not available at any given time, any of the following agents affiliated with the Broker are hereby appointed
63 to represent Buyer without further notice: *(If a Designated Agent is appointed, the Designated Broker must sign this agreement.)*
64 _____
65 _____

66 **REPRESENTATIONS**

67 By signing below, Buyer acknowledges having entered into this agreement prior to touring any property described on page 1.

68 **BROKER'S ROLE**

69 Broker is not an expert in law, tax, financing, surveying, structural, mechanical conditions, hazardous materials, environmental risks,
70 engineering, or other specialized topics. Brokerage strongly encourages contacting the appropriate professional if questions or concerns
71 exist.

72 **SPECIAL AGREEMENTS** *(none if left blank)*

73 _____
74 _____
75 _____
76 _____
77 _____

78 **BUYER AGREES:**

- 79 1) To refer information Buyer may receive during the Term of this Agency Contract for the type of property sought, from any source
80 to Broker, to avoid the possibility of confusion over agency relationship and misunderstandings about liability for compensation.
81 To work exclusively with Broker to identify and acquire the type of property sought during the Term of this Agency Contract.
- 82 2) To comply with the reasonable requests of Broker to supply any financial or personal data needed to fulfill the terms of this
83 Agency Contract.
- 84 3) To make themselves reasonably available and responsive for all purposes of this Contract.
- 85 4) To consult with Broker before visiting any new or existing property of the type sought or contacting any other broker representing
86 sellers to avoid confusion over the agency relationship and misunderstandings about liability for compensation.
- 87 5) To not enter into another exclusive buyer representation agreement(s) or similar agreement(s) that conflicts with this Contract, prior to
88 termination of this Contract.

89 **BUYER ACKNOWLEDGES:**

- 90 1) Having read the Dual Agency Duties and Obligations provisions outlined below.
- 91 2) This agreement, according to Missouri law, establishes an agency relationship and, therefore, prohibits Broker from acting as a
92 transaction broker. Buyer authorizes Broker to offer subagency and to pay another broker or subagent a portion of the commission.
- 93 3) That if a property has had construction work performed, the lien rights of persons who performed work or supplied materials are
94 affected by the requirements of Chapter 429 of the Missouri Revised Statutes. Failure by the property owner to post and record a

95 timely “notice of intended sale” may affect lien rights and Buyer’s ability to get mechanic’s lien coverage in Buyer’s title insurance
96 policy.
97 4) That Broker recommends that any offer to purchase a property be conditioned on Buyer obtaining an inspection, survey (if applicable),
98 appraisal, verification of insurability, and title policy.

99 **REPRESENTING OTHER BUYER**

100 Buyer understands that Broker has no duty to represent only Buyer, and that Broker may represent other prospective buyers who may
101 be interested in purchasing or leasing the same property or properties that Buyer is interested in acquiring, subject to Missouri law.

102 **PREVIOUS REPRESENTATION**

103 Buyer understands that Broker may have previously represented the seller from whom Buyer wishes to purchase the property. During
104 that representation, the Broker may have learned material information about the seller that is considered confidential. Under the law,
105 Broker may not disclose any such confidential information to Buyer.

106 **FAILURE TO CLOSE**

107 If an owner of an agreement made on behalf of Buyer fails to close such agreement, with no fault on the part of Buyer, Buyer shall have
108 no obligation to pay the compensation provided for above. If such transaction fails to close because of any fault on the part of Buyer,
109 such compensation will not be waived but will be due and payable immediately. In no case shall Broker be obligated to advance funds
110 for the benefit of Buyer in order to complete a closing.

111 **SMART HOME TECHNOLOGY PRIVACY CONCERNS**

112 When acquiring a home with smart technology, it is vital that Buyer address privacy and security risks. Before occupying, Buyer should
113 take precautions: reset and unlink all devices, delete recorded footage, change access codes, unlink voice assistants, clear personal data,
114 and change the Wi-Fi password (if applicable). These steps ensure a secure transition, protecting Buyer’s privacy and the property’s
115 smart technology integrity.

116 **SURVEILLANCE/RECORDING**

117 Notice to Buyer regarding recordings within the property.
118 Prior to photographing, video graphing, or video telephoning a property without written permission of the seller, Buyer should speak
119 with an attorney. Also, Buyer should be aware that the seller may have a security system that records or allows for remote monitoring
120 of the property, including recording or broadcasting audio. Sellers may be able to listen to conversations on their properties, and Buyer
121 should be aware that any discussions of negotiation strategies held on the property may not be confidential. Buyer hereby releases Broker
122 and employees from any liability that may result from any recording in the property.

123 **NON-DISCRIMINATION**

124 The parties understand and agree that properties shall be shown and made available to Buyer without regard to race, color, religion, sex,
125 handicap, familial status, national origin, ancestry, sexual orientation, or gender identity, and in accordance with all local, state, and federal
126 fair housing laws.

127 **REMEDIES**

128 If Buyer breaches this Agency Contract or it becomes necessary for Broker to retain an attorney to enforce any of the terms hereof, then
129 without limiting any other right or remedy hereunder or otherwise available at law or inequity, Broker shall be entitled to recover all
130 costs and expenses of litigation incurred, including but not limited to court costs and reasonable attorney fees. The provisions of this
131 paragraph shall survive the expiration or any earlier termination of this Agency Contract.

132 **INDEMNIFICATION**

133 Buyer agrees to save and hold Broker harmless from all claims, disputes, litigation, judgments, and costs (including reasonable attorney’s
134 fees) arising from Buyer’s breach of this Contract to the extent allowed by law.

135 **FRANCHISE DISCLOSURE**

136 If Broker is a member of a franchise, the franchisor is not responsible for the acts of said Broker.

137 **MODIFICATION OF THIS AGENCY CONTRACT**

138 No modification of any of the terms of this Agency Contract shall be valid and binding upon the parties or entitled to enforcement unless
139 such modification has first been reduced to writing and signed by the parties.

140 **BROKER DISCLOSURE FORM**

141 Buyer acknowledges receipt of the Broker Disclosure Form prescribed by the commission (Missouri Real Estate Commission) by either
142 a) on or before the signing of this Agency Contract, or b) upon the Broker obtaining any personal or financial information, whichever
143 occurs first.

144 **ELECTRONIC SIGNATURES**

145 All parties agree that this transaction can be conducted by electronic/digital signatures, according to the Uniform Electronic Transaction
146 Act adopted by the State of Missouri.

147 **Buyer and Broker agree that either party may acknowledge amendments to this Agency Contract by email communications**
148 **from one of the following email addresses. Authorization is not granted if no email address is provided.**

149 _____
150 BUYER SIGNATURE DATE BUYER SIGNATURE DATE

151 _____
152 Buyer Printed Name Buyer Printed Name

153 _____
154 Buyer Current Address Buyer Current Address

155 _____
156 Buyer City, State, Zip Buyer City, State, Zip

157 _____
158 Buyer Email Address Buyer Email Address

159 _____
160 Buyer Phone Buyer Phone

161 Check box to indicate if Buyer is using Additional Signature Rider Form 2051, in which case, an additional signature page is required
162 for each separate rider, addendum amendment, or other related document.
163
164

165 _____
166 BROKER (Company) AUTHORIZED AGENT SIGNATURE DATE

167 _____
168 Authorized Agent Printed Name

169 _____
170 Authorized Agent Email

171 _____
172 BROKER SIGNATURE DATE Broker Printed Name

173 *(if required by company policy or the practice of Designated Agency)*

174 **RELEVANT ASPECTS OF MISSOURI REAL ESTATE LAW ARE REFERENCED BELOW:**

175 **DUTIES AND OBLIGATIONS OF LIMITED AGENCY (as required by 339.740 RSMo).**

- 176 1. A licensee representing a buyer or tenant as a buyer's or tenant's agent shall be a limited agent with the following duties and
177 obligations:
- 178 (1) To perform the terms of any written agreement made with the client;
 - 179 (2) To exercise reasonable skill and care for the client;
 - 180 (3) To promote the interests of the client with the utmost good faith, loyalty, and fidelity, including:
 - 181 (a) Seeking a price and terms which are acceptable to the client, except that the licensee shall not be obligated to seek
182 other properties while the client is a party to a contract to purchase property or to a lease or letter of intent to lease;
 - 183 (b) Presenting all written offers to and from the client in a timely manner regardless of whether the client is already a
184 party to a contract to purchase property or is already a party to a contract or a letter of intent to lease;
 - 185 (c) Disclosing to the client adverse material facts actually known or that should have been known by the licensee; and
 - 186 (d) Advising the client to obtain expert advice as to material matters about which the licensee knows but the specifics of
187 which are beyond the expertise of the licensee;
 - 188 (4) To account in a timely manner for all money and property received;
 - 189 (5) To comply with all requirements of sections 339.710 to 339.860, subsection 2 of section 339.100, and any rules and
190 regulations promulgated pursuant to those sections; and
 - 191 (6) To comply with any applicable federal, state, and local laws, rules, regulations, and ordinances, including fair housing and
192 civil rights statutes or regulations.
- 193 2. A licensee acting as a buyer's agent shall not disclose any confidential information about the client unless disclosure is required by
194 statute, rule, or regulation or failure to disclose the information would constitute a misrepresentation or unless disclosure is necessary
195 to defend the affiliated licensee against an action of wrongful conduct in an administrative or judicial proceeding or before a
196 professional committee. No cause of action for any person shall arise against a licensee acting as a buyer's agent for making any
197 required or permitted disclosure.
- 198 3. A licensee acting as a buyer's agent owes no duty or obligation to a customer, except that the licensee shall disclose to any customer
199 all adverse material facts actually known or that should have been known by the licensee. A buyer's agent owes no duty to conduct
200 an independent investigation of the client's financial condition for the benefit of the customer and owes no duty to independently
201 verify the accuracy or completeness of statements made by the client or any independent inspector.
- 202 4. A buyer's agent may show properties in which the client is interested to other prospective buyers without breaching any duty or
203 obligation to the client. This section shall not be construed to prohibit a buyer's agent from showing competing buyers the same
204 property and from assisting competing buyers in attempting to purchase or lease a particular property.
- 205 5. A client may agree in writing with a buyer's agent that other designated brokers may be retained and compensated as subagents.
206 Any designated broker acting on the buyer's behalf as a subagent shall be a limited agent with the obligations and responsibilities
207 set forth in subsections 1 to 4 of this section.

208 **MINIMUM BROKERAGE SERVICES (as required by 339.780.7 RSMo).**

209 Pursuant to Missouri Law, Broker, through its designated broker and/or through one or more affiliated licensees, shall provide, at a
210 minimum, the following services:

- 211 1. Accepting delivery of and presenting to the client or customer offers and counteroffers to buy, sell, or lease the client's or customer's
212 property or the property the client or customer seeks to purchase or lease;
- 213 2. Assisting the client or customer in developing, communicating, negotiating and presenting offers, counteroffers and notices that
214 relate to the offers and the counteroffers until a lease or purchase agreement is signed and all contingencies are satisfied or waived;
215 and
- 216 3. Answering the client's or customer's questions relating to the offers, counteroffers, notices, and contingencies.

217 **DUAL AGENTS DUTIES AND OBLIGATIONS (as required by 339.750 RSMo).**

- 218 1. A licensee may act as a dual agent only with the consent of all parties to the transaction. Consent shall be presumed by a written
219 agreement pursuant to section 339.780.
- 220 2. A dual agent shall be a limited agent for both the seller and buyer or the landlord and tenant and shall have the duties and obligations
221 required by sections 339.730 and 339.740 unless otherwise provided for in this section.
- 222 3. Except as provided in subsections 4 and 5 of this section, a dual agent may disclose any information to one client that the licensee
223 gains from the other client if the information is material to the transaction unless it is confidential information as defined in section
224 339.710.
- 225 4. The following information shall not be disclosed by a dual agent without the consent of the client to whom the information pertains:
 - 226 (1) That a buyer or tenant is willing to pay more than the purchase price or lease rate offered for the property;
 - 227 (2) That a seller or landlord is willing to accept less than the asking price or lease rate for the property;

- 228 (3) What the motivating factors are for any client buying, selling, or leasing the property;
229 (4) That a client will agree to financing terms other than those offered; and
230 (5) The terms of any prior offers or counter offers made by any party.
- 231 5. A dual agent shall not disclose to one client any confidential information about the other client unless the disclosure is required by
232 statute, rule, or regulation or failure to disclose the information would constitute a misrepresentation or unless disclosure is necessary
233 to defend the affiliated licensee against an action of wrongful conduct in an administrative or judicial proceeding or before a
234 professional committee. No cause of action for any person shall arise against a dual agent for making any required or permitted
235 disclosure. A dual agent does not terminate the dual agency relationship by making any required or permitted disclosure.
- 236 6. In a dual agency relationship, there shall be no imputation of knowledge or information between the client and the dual agent or
237 among persons within an entity engaged as a dual agent.

SAMPLE

This document has legal consequences.
If you do not understand it, consult your attorney.
The text of this form may not be altered in any manner
without written acknowledgment of all parties.

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Form #2127 01/25

BUYER'S EXCLUSIVE TRANSACTION BROKERAGE CONTRACT

1 (Note: Transaction Brokers may have limited duties and obligations to buyer or seller under Missouri state statute. Please refer to and
2 read Relevant Aspects of Missouri Real Estate Law as set forth following the parties' signatures below.)

3 _____ ("Buyer") hereby
4 appoints _____ (hereinafter referred to as "Broker") to act as an exclusive
5 agent for Buyer for the purpose of acquiring real property as described below. "Broker" shall refer to the brokerage and any
6 affiliated licensee. The term "acquire" or "acquisition" shall include the purchase, lease, exchange, or option of real estate.

7 **PROPERTY DETAILS**

8 The type of property being sought by Buyer, as identified by its use, shall be: Residential Investment Commercial Lots
9 Acreage/Farm (*check all that apply*). Any additional details for the property sought are as follows:

10 _____
11 _____
12 _____

13 Broker agrees to use reasonable effort and diligence to assist Buyer in the acquisition of the said property.

14 Buyer (*check one*) **Is** OR **Is Not** a party to other buyer's representation agreement(s). If the Buyer is a party to other buyer
15 representation agreement(s), those agreement(s) shall not be for the same type of property(s) listed under Type of Property Sought.

16 **TERM**

17 This Brokerage Contract begins on the Effective Date and ends at 11:59 p.m. on _____ ("Expiration Date"), together
18 with any written extension or reduction thereof. The "Effective Date" shall be the date of final acceptance thereof, as indicated by the
19 date adjacent to the signature of the last party to sign this Brokerage Contract or (*specify if otherwise*)
20 _____. Buyer will refer all inquiries and prospects Buyer may receive during the Term from any source
21 to Broker, to avoid the possibility of confusion over brokerage and agency relationships and misunderstandings about liability for
22 compensation. Buyer and Broker, with mutual agreement, may terminate this Contract prior to the expiration date by written agreement.

23 **PROTECTION PERIOD**

24 If within _____ days (*0 days if left blank*) after the expiration of this Brokerage Contract ("Protection Period"), Buyer acquires any
25 property to which Buyer was introduced by Broker, then Buyer agrees to pay Broker the compensation provided for below. However,
26 no additional compensation will be due to Broker if, during this protection period, Buyer enters into an exclusive buyer representation
27 agreement with another broker to acquire a subject property, and the new broker representing Buyer is paid a commission on the
28 acquisition of a home not shown under this agreement.

29 **COMPENSATION FOR SERVICES**

30 **Note: The amount of compensation is not set by law. Compensation is set by each broker individually and is negotiable, subject**
31 **to individual broker policy.**

32 **Broker Compensation.** If, during this Brokerage Contract, Buyer enters into a contract to acquire any type of real estate described
33 above, whether through services of Broker, Buyer, or any other broker or person during the Term, Broker shall be due and payable at
34 closing: _____ % of purchase price (\$0 if none stated), \$ _____ as a flat amount (\$ 0 if none stated), **AND Other:** (*describe*)
35 _____ (*N/A if left blank*).

36 Buyer agrees that the compensation above is the voluntary and knowing choice of Buyer.

37 **Additional Compensation.** Buyer agrees to pay Broker additional compensation of \$ _____ (\$0 if none stated). This additional
38 compensation **Shall** OR **Shall Not** (*check one*) be credited against any other compensation owed by Buyer to Broker and shall
39 be due and payable to Broker on (*if applicable, check one*):

40 the Effective Date of this Brokerage Contract, which shall be deemed earned upon receipt.

41 only if and on the same date that the other compensation above provided for is payable

42 Unless otherwise agreed to in writing, Buyer authorizes Broker to negotiate for and accept the compensation from the seller or listing
43 broker. If Broker receives any compensation from seller or listing broker for services covered by this Contract, that amount will be

44 credited toward Buyer's obligation to pay the above Compensation. If seller does not pay any compensation to Broker, Buyer shall be
45 solely responsible for the sum of the compensation listed above. In no case shall the amount of compensation received by Broker from
46 all sources be greater than the amount of compensation listed in this agreement. **Certain loan and assistance programs may not allow**
47 **buyers to compensate their broker. Those transactions should be conditioned upon the full compensation paid by the Seller or**
48 **Listing Broker. Confirm the details of your program with your lender.**

49 **TRANSACTION BROKERAGE AS STARTING POINT**

50 Pursuant to this Listing Contract, Broker will initially be acting in the capacity of a transaction broker, with the duties and obligations
51 of a transaction broker under Missouri law as set forth following the parties' signatures below. However, Buyer acknowledges that from
52 time to time, a prospective seller may engage Broker to act in one of several possible capacities with respect to that Buyer, depending
53 on what brokerage relationships are permitted by Broker's company policy. Under various circumstances, Missouri law may permit or
54 require a conversion of Broker's brokerage relationship with Buyer to a different brokerage relationship. Any conversion to a different
55 brokerage relationship shall only be made upon the Buyer's written consent, as required by rule or regulation.

56 **DESIGNATED AGENT OF TRANSACTION BROKER**

57 If, as authorized by Missouri law, Broker policy authorizes its affiliated licensees to act as Designated Agents,
58 _____ is appointed as Buyer's Designated Agent. In the
59 event the Designated Agent is not available at any given time, any of the following agents affiliated with the Broker are hereby appointed
60 to represent Buyer without further notice: *(If a Designated Agent is appointed, the Designated Broker must sign this buyer agreement*
61 *as an authorized agent.)*
62 _____
63 _____

64 **REPRESENTATIONS**

65 By signing below, Buyer acknowledges having entered into this agreement prior to touring any property described on page 1.

66 **BROKER'S ROLE**

67 Broker is not an expert in law, tax, financing, surveying, structural, mechanical conditions, hazardous materials, environmental risks,
68 engineering, or other specialized topics. Brokerage strongly encourages contacting the appropriate professional if questions or concerns
69 exist.

70 **SPECIAL AGREEMENTS** *(none if left blank)*

71 _____
72 _____
73 _____
74 _____
75 _____

76 **BUYER AGREES:**

- 77 1) To work exclusively with Broker during the Term. Buyer further agrees Buyer will not communicate directly or indirectly with any
78 seller of any real estate or seller's representative to whom Broker has introduced Buyer or negotiated with for the purchase, option,
79 or exchange of real estate on behalf of Buyer.
80 2) To comply with the reasonable requests of Broker to supply any financial or personal data needed to fulfill the terms of this
81 Brokerage Contract.
82 3) To make themselves reasonably available and responsive for all purposes of this Contract.
83 4) To consult with Broker before visiting any new or existing property of the type sought or contacting any other broker representing
84 sellers to avoid confusion over brokerage and agency relationships and misunderstandings about liability for compensation.
85 5) To not enter into another exclusive buyer representation agreement(s) or similar agreement(s) that conflicts with this Contract, prior to
86 termination of this Contract.

87 **BUYER ACKNOWLEDGES:**

- 88 1) Having read the Transaction Broker Duties and Obligations and Duties and Obligations of Limited Agency provisions outlined
89 below.
90 2) This agreement is a transaction broker contract, according to Missouri law, and does not establish an agency relationship.
91 3) That if a property has had construction work performed, the lien rights of persons who performed work or supplied materials are
92 affected by the requirements of Chapter 429 of the Missouri Revised Statutes. Failure by the property owner to post and record a
93 timely "notice of intended sale" may affect lien rights and Buyer's ability to get mechanic's lien coverage in Buyer's title insurance
94 policy.
95 4) That Broker recommends that any offer to purchase a property be conditioned on Buyer obtaining an inspection, survey (if applicable),
96 appraisal, verification of insurability, and title policy.

97 **REPRESENTING OTHER BUYER**
98 Buyer understands that Broker has no duty to represent only Buyer, and that Broker may represent other prospective buyers who may
99 be interested in purchasing or leasing the same property or properties that Buyer is interested in acquiring, subject to Missouri law.

100 **PREVIOUS REPRESENTATION**
101 Buyer understands that Broker may have previously represented the seller from whom Buyer wishes to purchase the property. During
102 that representation, the Broker may have learned material information about the seller that is considered confidential. Under the law,
103 Broker may not disclose any such confidential information to Buyer.

104 **FAILURE TO CLOSE**
105 If an owner of an agreement made on behalf of Buyer fails to close such agreement, with no fault on the part of Buyer, Buyer shall have
106 no obligation to pay the compensation provided for above. If such transaction fails to close because of any fault on the part of Buyer,
107 such compensation will not be waived but will be due and payable immediately. In no case shall Broker be obligated to advance funds
108 for the benefit of Buyer in order to complete a closing.

109 **SMART HOME TECHNOLOGY PRIVACY CONCERNS**
110 When acquiring a home with smart technology, it is vital that Buyer address privacy and security risks. Before occupying, Buyer should
111 take precautions: reset and unlink all devices, delete recorded footage, change access codes, unlink voice assistants, clear personal data,
112 and change the Wi-Fi password (if applicable). These steps ensure a secure transition, protecting Buyer's privacy and the property's
113 smart technology integrity.

114 **SURVEILLANCE/RECORDING**
115 Notice to Buyer regarding recordings within the property.
116 Prior to photographing, video graphing, or video telephoning a property without written permission of the seller, Buyer should speak
117 with an attorney. Also, Buyer should be aware that the seller may have a security system that records or allows for remote monitoring
118 of the property, including recording or broadcasting audio. Sellers may be able to listen to conversations on their properties, and Buyer
119 should be aware that any discussions of negotiation strategies held on the property may not be confidential. Buyer hereby releases Broker
120 and employees from any liability that may result from any recording in the property.

121 **NON-DISCRIMINATION**
122 The parties understand and agree that properties shall be shown and made available to Buyer without regard to race, color, religion, sex,
123 handicap, familial status, national origin, ancestry, sexual orientation, or gender identity and in accordance with all local, state, and federal
124 fair housing laws.

125 **REMEDIES**
126 If Buyer breaches this Brokerage Contract or it becomes necessary for Broker to retain an attorney to enforce any of the terms hereof,
127 then without limiting any other right or remedy hereunder or otherwise available at law or inequity, Broker shall be entitled to recover
128 all costs and expenses of litigation incurred, including but not limited to court costs and reasonable attorney fees. The provisions of this
129 paragraph shall survive the expiration or any earlier termination of this Brokerage Contract.

130 **INDEMNIFICATION**
131 Buyer agrees to save and hold Broker harmless from all claims, disputes, litigation, judgments, and costs (including reasonable
132 attorney's fees) arising from Buyer's breach of this Contract to the extent allowed by law.

133 **FRANCHISE DISCLOSURE**
134 If Broker is a member of a franchise, the franchisor is not responsible for the acts of said Broker.

135 **MODIFICATION OF THIS BROKERAGE CONTRACT**
136 No modification of any of the terms of this Brokerage Contract shall be valid and binding upon the parties or entitled to enforcement
137 unless such modification has first been reduced to writing and signed by the parties.

138 **BROKER DISCLOSURE FORM**
139 Buyer acknowledges receipt of the Broker Disclosure Form prescribed by the commission (Missouri Real Estate Commission) by either
140 a) on or before the signing of this Brokerage Contract, or b) upon the Broker obtaining any personal or financial information, whichever
141 occurs first.

142 **ELECTRONIC SIGNATURES**
143 All parties agree that this transaction can be conducted by electronic/digital signatures, according to the Uniform Electronic Transaction
144 Act adopted by the State of Missouri.

145 **BROKER DISCLOSURE FORM**

146 Buyer acknowledges receipt of the Broker Disclosure Form prescribed by the commission (Missouri Real Estate Commission) by either
147 a) on or before the signing of this Brokerage Contract, or b) upon the Broker obtaining any personal or financial information, whichever
148 occurs first.

149 **ELECTRONIC SIGNATURES**

150 All parties agree that this transaction can be conducted by electronic/digital signatures, according to the Uniform Electronic Transaction
151 Act adopted by the State of Missouri.

152 **Buyer and Broker agree that either party may acknowledge amendments to this Brokerage Contract by email communications**
153 **from one of the following email addresses. Authorization is not granted if no email address is provided.**

154 _____
155 BUYER SIGNATURE DATE BUYER SIGNATURE DATE

156 _____
157 Buyer Printed Name Buyer Printed Name

158 _____
159 Buyer Current Address Buyer Current Address

160 _____
161 Buyer City, State, Zip Buyer City, State, Zip

162 _____
163 Buyer Email Address Buyer Email Address

164 _____
165 Buyer Phone Buyer Phone

166
167 Check box to indicate if Buyer is using an additional signature page, in which case, an additional signature page is required for each
168 separate rider, addendum amendment, or other related document.

170 _____
171 BROKER (Company) AUTHORIZED AGENT SIGNATURE DATE

172 _____
173 Authorized Agent Printed Name

174 _____
175 Authorized Agent Email

176 _____
177 BROKER SIGNATURE DATE Broker Printed Name
(if required by company policy or the practice of Designated Agency)

178 **RELEVANT ASPECTS OF MISSOURI REAL ESTATE LAW ARE REFERENCED BELOW:**

179 **DUTIES AND OBLIGATIONS OF TRANSACTION BROKER (as required by 339.755, RSMo.)**

- 180 1. A real estate licensee may provide real estate service to any party in a prospective transaction without an agency or fiduciary
181 relationship to one or more parties to the transaction. Such licensee shall be called a transaction broker.
182 2. A transaction broker shall have the following duties and obligations:
183 (1) To perform the terms of any written or oral agreement made with any party to the transaction;
184 (2) To exercise reasonable skill, care and diligence as a transaction broker, including but not limited to:
185 (a) Presenting all written offers and counteroffers in a timely manner regardless of whether the property is subject to
186 a contract for sale or lease or a letter of intent unless otherwise provided in the agreement entered with the party;
187 (b) Informing the parties regarding the transaction and suggesting that such parties obtain expert advice as to
188 material matters about which the transaction broker knows but the specifics of which are beyond the expertise of such
189 broker;
190 (c) Accounting in a timely manner for all money and property received;
191 (d) To disclose to each party to the transaction any adverse material facts of which the licensee has actual
192 notice or knowledge;
193 (e) Assisting the parties in complying with the terms and conditions of any contract;
194 (f) The parties to a transaction brokerage transaction shall not be liable for any acts of the transaction broker.
195 3. The following information shall not be disclosed by a transaction broker without the informed consent of the party
196 or parties disclosing such information to the broker:
197 (1) That a buyer or tenant is willing to pay more than the purchase price or lease rate offered for the property;
198 (2) That a seller or landlord is willing to accept less than the asking price or lease rate for the property;
199 (3) What the motivating factors are for any party buying, selling or leasing the property;
200 (4) That a seller or buyer will agree to financing terms other than those offered;
201 (5) Any confidential information about the other party, unless disclosure of such information is required by law,
202 statute, rules or regulations or failure to disclose such information would constitute fraud or dishonest dealing.
203 4. A transaction broker has no duty to conduct an independent inspection or investigation for adverse material facts for the parties.
204 5. A transaction broker has no duty to conduct an independent investigation of the buyer's financial condition.
205 6. A transaction broker may do the following without breaching any obligation or responsibility:
206 (1) Show alternative properties not owned by the seller or landlord to a prospective buyer or tenant;
207 (2) List competing properties for sale or lease;
208 (3) Show properties in which the buyer or tenant is interested to other prospective buyers or tenants;
209 (4) Serve as a single agent, subagent or designated agent or broker, limited agent, disclosed dual agent for the same
210 or for different parties in other real estate transactions.
211 7. In a transaction broker relationship each party and the transaction broker, including all persons within an entity engaged as the
212 transaction broker if the transaction broker is an entity, are considered to possess only actual knowledge and information. There is
213 no imputation of knowledge or information by operation of law between any party and the transaction broker or between any party
214 and any person within an entity engaged as the transaction broker if the transaction broker is an entity.
215 8. A transaction broker may cooperate with other brokers and such cooperation does not establish an agency or subagency
216 relationship.
217 9. Nothing in this section prohibits a transaction broker from acting as a single limited agent, dual agent or subagent whether on
218 behalf of a buyer or seller, as long as the requirements governing disclosure of such fact are met.
219 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
220 licensee operating under the broker's license.
221 11. A transaction broker shall:
222 (1) Comply with all applicable requirements of sections [339.710 to 339.860](#), subsection 2 of section [339.010](#) and all
223 rules and regulations promulgated pursuant to such sections; and
224 (2) Comply with any applicable federal, state and local laws, rules, regulations and ordinances, including fair
225 housing and civil rights statutes and regulations.
226 12. If any licensee who represents another party to the same transaction either solely or through affiliate licensees refuses transaction
227 broker status and wants to continue an agency relationship with both parties to the transaction, such licensee shall have the right to
228 become a designated agent or a dual agent as provided for in sections [339.730 to 339.860](#).
229 13. In any transaction a licensee may without liability withdraw from representing a client who has not consented to a conversion to
230 transaction brokerage. Such withdrawal shall not prejudice the ability of the licensee or affiliated licensee to continue to represent
231 the other client in the transaction or limit the licensee from representing the client who refused the transaction brokerage
232 representation in another transaction not involving transaction brokerage.

233 **MINIMUM BROKERAGE SERVICES (as required by 339.780.7 RSMo).**

234 Pursuant to Missouri Law, Broker, through its designated broker and/or through one or more affiliated licensees, shall provide, at a
235 minimum, the following services:
236 1. Accepting delivery of and presenting to the client or customer offers and counteroffers to buy, sell, or lease the client's or customer's
237 property or the property the client or customer seeks to purchase or lease;
238 2. Assisting the client or customer in developing, communicating, negotiating and presenting offers, counteroffers and notices that
239 relate to the offers and the counteroffers until a lease or purchase agreement is signed and all contingencies are satisfied or waived;
240 and
241 3. Answering the client's or customer's questions relating to the offers, counteroffers, notices, and contingencies.

Form #2127 01/25

BUYER'S EXCLUSIVE TRANSACTION BROKERAGE CONTRACT

(Note: Transaction Brokers may have limited duties and obligations to buyer or seller under Missouri state statute. Please refer to and read Relevant Aspects of Missouri Real Estate Law as set forth following the parties' signatures below.)

1. _____ ("Buyer") hereby appoints _____ (hereinafter referred to as "Broker") to act as an exclusive agent for Buyer for the purpose of acquiring real property as described below. "Broker" shall refer to the brokerage and any affiliated licensee. The term "acquire" or "acquisition" shall include the purchase, lease, exchange, or option of real estate.

PROPERTY DETAILS

The type of property being sought by Buyer, as identified by its use, shall be: Residential Investment Commercial Lots Acreage/Farm (check all that apply). Any additional details for the property sought are as follows:

Broker agrees to use reasonable effort and diligence to assist Buyer in the acquisition of the said property.

Buyer (check one) Is OR Is Not a party to other buyer's representation agreement(s). If the Buyer is a party to other buyer representation agreement(s), those agreement(s) shall not be for the same type of property(s) listed under Type of Property Sought.

TERM

This Brokerage Contract begins on the Effective Date and ends at 11:59 p.m. on _____ ("Expiration Date"), together with any written extension or reduction thereof. The "Effective Date" shall be the date of final acceptance thereof, as indicated by the date adjacent to the signature of the last party to sign this Brokerage Contract or (specify if otherwise) _____. Buyer will refer all inquiries and prospects Buyer may receive during the Term from any source to Broker, to avoid the possibility of confusion over brokerage and agency relationships and misunderstandings about liability for compensation. Buyer and Broker, with mutual agreement, may terminate this Contract prior to the expiration date by written agreement.

PROTECTION PERIOD

If within _____ days (0 days if left blank) after the expiration of this Brokerage Contract ("Protection Period"), Buyer acquires any property to which Buyer was introduced by Broker, then Buyer agrees to pay Broker the compensation provided for below. However, no additional compensation will be due to Broker if, during this protection period, Buyer enters into an exclusive buyer representation agreement with another broker to acquire a subject property, and the new broker representing Buyer is paid a commission on the acquisition of a home not shown under this agreement.

COMPENSATION FOR SERVICES

Note: The amount of compensation is not set by law. Compensation is set by each broker individually and is negotiable, subject to individual broker policy.

Broker Compensation. If, during this Brokerage Contract, Buyer enters into a contract to acquire any type of real estate described above, whether through services of Broker, Buyer, or any other broker or person during the Term, Broker shall be due and payable at closing: _____ % of purchase price (\$0 if none stated), \$ _____ as a flat amount (\$ 0 if none stated), AND Other: (describe) _____ (N/A if left blank).

Buyer agrees that the compensation above is the voluntary and knowing choice of Buyer.

Additional Compensation. Buyer agrees to pay Broker additional compensation of \$ _____ (\$0 if none stated). This additional compensation Shall OR Shall Not (check one) be credited against any other compensation owed by Buyer to Broker and shall be due and payable to Broker on (if applicable, check one):

the Effective Date of this Brokerage Contract, which shall be deemed earned upon receipt.

only if and on the same date that the other compensation above provided for is payable

Unless otherwise agreed to in writing, Buyer authorizes Broker to negotiate for and accept the compensation from the seller or listing broker. If Broker receives any compensation from seller or listing broker for services covered by this Contract, that amount will be

44 credited toward Buyer's obligation to pay the above Compensation. If seller does not pay any compensation to Broker, Buyer shall be
45 solely responsible for the sum of the compensation listed above. In no case shall the amount of compensation received by Broker from
46 all sources be greater than the amount of compensation listed in this agreement. **Certain loan and assistance programs may not allow**
47 **buyers to compensate their broker. Those transactions should be conditioned upon the full compensation paid by the Seller or**
48 **Listing Broker. Confirm the details of your program with your lender.**

49 **TRANSACTION BROKERAGE AS STARTING POINT**

50 Pursuant to this Listing Contract, Broker will initially be acting in the capacity of a transaction broker, with the duties and obligations
51 of a transaction broker under Missouri law as set forth following the parties' signatures below. However, Buyer acknowledges that from
52 time to time, a prospective seller may engage Broker to act in one of several possible capacities with respect to that Buyer, depending
53 on what brokerage relationships are permitted by Broker's company policy. Under various circumstances, Missouri law may permit or
54 require a conversion of Broker's brokerage relationship with Buyer to a different brokerage relationship. Any conversion to a different
55 brokerage relationship shall only be made upon the Buyer's written consent, as required by rule or regulation.

56 **DESIGNATED AGENT OF TRANSACTION BROKER**

57 If, as authorized by Missouri law, Broker policy authorizes its affiliated licensees to act as Designated Agents,
58 _____ is appointed as Buyer's Designated Agent. In the
59 event the Designated Agent is not available at any given time, any of the following agents affiliated with the Broker are hereby appointed
60 to represent Buyer without further notice: *(If a Designated Agent is appointed, the Designated Broker must sign this buyer agreement*
61 *as an authorized agent.)*
62 _____
63 _____

64 **REPRESENTATIONS**

65 By signing below, Buyer acknowledges having entered into this agreement prior to touring any property described on page 1.

66 **BROKER'S ROLE**

67 Broker is not an expert in law, tax, financing, surveying, structural, mechanical conditions, hazardous materials, environmental risks,
68 engineering, or other specialized topics. Brokerage strongly encourages contacting the appropriate professional if questions or concerns
69 exist.

70 **SPECIAL AGREEMENTS** *(none if left blank)*

71 _____
72 _____
73 _____
74 _____
75 _____

76 **BUYER AGREES:**

- 77 1) To work exclusively with Broker during the Term. Buyer further agrees Buyer will not communicate directly or indirectly with any
78 seller of any real estate or seller's representative to whom Broker has introduced Buyer or negotiated with for the purchase, option,
79 or exchange of real estate on behalf of Buyer.
80 2) To comply with the reasonable requests of Broker to supply any financial or personal data needed to fulfill the terms of this
81 Brokerage Contract.
82 3) To make themselves reasonably available and responsive for all purposes of this Contract.
83 4) To consult with Broker before visiting any new or existing property of the type sought or contacting any other broker representing
84 sellers to avoid confusion over brokerage and agency relationships and misunderstandings about liability for compensation.
85 5) To not enter into another exclusive buyer representation agreement(s) or similar agreement(s) that conflicts with this Contract, prior to
86 termination of this Contract.

87 **BUYER ACKNOWLEDGES:**

- 88 1) Having read the Transaction Broker Duties and Obligations and Duties and Obligations of Limited Agency provisions outlined
89 below.
90 2) This agreement is a transaction broker contract, according to Missouri law, and does not establish an agency relationship.
91 3) That if a property has had construction work performed, the lien rights of persons who performed work or supplied materials are
92 affected by the requirements of Chapter 429 of the Missouri Revised Statutes. Failure by the property owner to post and record a
93 timely "notice of intended sale" may affect lien rights and Buyer's ability to get mechanic's lien coverage in Buyer's title insurance
94 policy.
95 4) That Broker recommends that any offer to purchase a property be conditioned on Buyer obtaining an inspection, survey (if applicable),
96 appraisal, verification of insurability, and title policy.

97 **REPRESENTING OTHER BUYER**

98 Buyer understands that Broker has no duty to represent only Buyer, and that Broker may represent other prospective buyers who may
99 be interested in purchasing or leasing the same property or properties that Buyer is interested in acquiring, subject to Missouri law.

100 **PREVIOUS REPRESENTATION**

101 Buyer understands that Broker may have previously represented the seller from whom Buyer wishes to purchase the property. During
102 that representation, the Broker may have learned material information about the seller that is considered confidential. Under the law,
103 Broker may not disclose any such confidential information to Buyer.

104 **FAILURE TO CLOSE**

105 If an owner of an agreement made on behalf of Buyer fails to close such agreement, with no fault on the part of Buyer, Buyer shall have
106 no obligation to pay the compensation provided for above. If such transaction fails to close because of any fault on the part of Buyer,
107 such compensation will not be waived but will be due and payable immediately. In no case shall Broker be obligated to advance funds
108 for the benefit of Buyer in order to complete a closing.

109 **SMART HOME TECHNOLOGY PRIVACY CONCERNS**

110 When acquiring a home with smart technology, it is vital that Buyer address privacy and security risks. Before occupying, Buyer should
111 take precautions: reset and unlink all devices, delete recorded footage, change access codes, unlink voice assistants, clear personal data,
112 and change the Wi-Fi password (if applicable). These steps ensure a secure transition, protecting Buyer's privacy and the property's
113 smart technology integrity.

114 **SURVEILLANCE/RECORDING**

115 Notice to Buyer regarding recordings within the property.
116 Prior to photographing, video graphing, or video telephoning a property without written permission of the seller, Buyer should speak
117 with an attorney. Also, Buyer should be aware that the seller may have a security system that records or allows for remote monitoring
118 of the property, including recording or broadcasting audio. Sellers may be able to listen to conversations on their properties, and Buyer
119 should be aware that any discussions of negotiation strategies held on the property may not be confidential. Buyer hereby releases Broker
120 and employees from any liability that may result from any recording in the property.

121 **NON-DISCRIMINATION**

122 The parties understand and agree that properties shall be shown and made available to Buyer without regard to race, color, religion, sex,
123 handicap, familial status, national origin, ancestry, sexual orientation, or gender identity and in accordance with all local, state, and federal
124 fair housing laws.

125 **REMEDIES**

126 If Buyer breaches this Brokerage Contract or it becomes necessary for Broker to retain an attorney to enforce any of the terms hereof,
127 then without limiting any other right or remedy hereunder or otherwise available at law or inequity, Broker shall be entitled to recover
128 all costs and expenses of litigation incurred, including but not limited to court costs and reasonable attorney fees. The provisions of this
129 paragraph shall survive the expiration or any earlier termination of this Brokerage Contract.

130 **INDEMNIFICATION**

131 Buyer agrees to save and hold Broker harmless from all claims, disputes, litigation, judgments, and costs (including reasonable
132 attorney's fees) arising from Buyer's breach of this Contract to the extent allowed by law.

133 **FRANCHISE DISCLOSURE**

134 If Broker is a member of a franchise, the franchisor is not responsible for the acts of said Broker.

135 **MODIFICATION OF THIS BROKERAGE CONTRACT**

136 No modification of any of the terms of this Brokerage Contract shall be valid and binding upon the parties or entitled to enforcement
137 unless such modification has first been reduced to writing and signed by the parties.

138 **BROKER DISCLOSURE FORM**

139 Buyer acknowledges receipt of the Broker Disclosure Form prescribed by the commission (Missouri Real Estate Commission) by either
140 a) on or before the signing of this Brokerage Contract, or b) upon the Broker obtaining any personal or financial information, whichever
141 occurs first.

142 **ELECTRONIC SIGNATURES**

143 All parties agree that this transaction can be conducted by electronic/digital signatures, according to the Uniform Electronic Transaction
144 Act adopted by the State of Missouri.

145 **BROKER DISCLOSURE FORM**

146 Buyer acknowledges receipt of the Broker Disclosure Form prescribed by the commission (Missouri Real Estate Commission) by either
147 a) on or before the signing of this Brokerage Contract, or b) upon the Broker obtaining any personal or financial information, whichever
148 occurs first.

149 **ELECTRONIC SIGNATURES**

150 All parties agree that this transaction can be conducted by electronic/digital signatures, according to the Uniform Electronic Transaction
151 Act adopted by the State of Missouri.

152 **Buyer and Broker agree that either party may acknowledge amendments to this Brokerage Contract by email communications**
153 **from one of the following email addresses. Authorization is not granted if no email address is provided.**

154 _____
155 BUYER SIGNATURE DATE BUYER SIGNATURE DATE

156 _____
157 Buyer Printed Name Buyer Printed Name

158 _____
159 Buyer Current Address Buyer Current Address

160 _____
161 Buyer City, State, Zip Buyer City, State, Zip

162 _____
163 Buyer Email Address Buyer Email Address

164 _____
165 Buyer Phone Buyer Phone

166
167 Check box to indicate if Buyer is using Additional Signature Rider Form 2051, in which case, an additional signature page is required
168 for each separate rider, addendum amendment, or other related document.

171 _____
172 BROKER (Company) AUTHORIZED AGENT SIGNATURE DATE

173 _____
174 Authorized Agent Printed Name

175 _____
176 Authorized Agent Email

177 _____
178 BROKER SIGNATURE DATE Broker Printed Name
(if required by company policy or the practice of Designated Agency)

179 **RELEVANT ASPECTS OF MISSOURI REAL ESTATE LAW ARE REFERENCED BELOW:**

180 **DUTIES AND OBLIGATIONS OF TRANSACTION BROKER (as required by 339.755, RSMo.)**

- 181 1. A real estate licensee may provide real estate service to any party in a prospective transaction without an agency or fiduciary
182 relationship to one or more parties to the transaction. Such licensee shall be called a transaction broker.
- 183 2. A transaction broker shall have the following duties and obligations:
- 184 (1) To perform the terms of any written or oral agreement made with any party to the transaction;
- 185 (2) To exercise reasonable skill, care and diligence as a transaction broker, including but not limited to:
- 186 (a) Presenting all written offers and counteroffers in a timely manner regardless of whether the property is subject to
187 a contract for sale or lease or a letter of intent unless otherwise provided in the agreement entered with the party;
- 188 (b) Informing the parties regarding the transaction and suggesting that such parties obtain expert advice as to
189 material matters about which the transaction broker knows but the specifics of which are beyond the expertise of such
190 broker;
- 191 (c) Accounting in a timely manner for all money and property received;
- 192 (d) To disclose to each party to the transaction any adverse material facts of which the licensee has actual
193 notice or knowledge;
- 194 (e) Assisting the parties in complying with the terms and conditions of any contract;
- 195 (f) The parties to a transaction brokerage transaction shall not be liable for any acts of the transaction broker.
- 196 3. The following information shall not be disclosed by a transaction broker without the informed consent of the party
197 or parties disclosing such information to the broker:
- 198 (1) That a buyer or tenant is willing to pay more than the purchase price or lease rate offered for the property;
- 199 (2) That a seller or landlord is willing to accept less than the asking price or lease rate for the property;
- 200 (3) What the motivating factors are for any party buying, selling or leasing the property;
- 201 (4) That a seller or buyer will agree to financing terms other than those offered;
- 202 (5) Any confidential information about the other party, unless disclosure of such information is required by law,
203 statute, rules or regulations or failure to disclose such information would constitute fraud or dishonest dealing.
- 204 4. A transaction broker has no duty to conduct an independent inspection or investigation for adverse material facts for the parties.
- 205 5. A transaction broker has no duty to conduct an independent investigation of the buyer's financial condition.
- 206 6. A transaction broker may do the following without breaching any obligation or responsibility:
- 207 (1) Show alternative properties not owned by the seller or landlord to a prospective buyer or tenant;
- 208 (2) List competing properties for sale or lease;
- 209 (3) Show properties in which the buyer or tenant is interested to other prospective buyers or tenants;
- 210 (4) Serve as a single agent, subagent or designated agent or broker, limited agent, disclosed dual agent for the same
211 or for different parties in other real estate transactions.
- 212 7. In a transaction broker relationship each party and the transaction broker, including all persons within an entity engaged as the
213 transaction broker if the transaction broker is an entity, are considered to possess only actual knowledge and information. There is
214 no imputation of knowledge or information by operation of law between any party and the transaction broker or between any party
215 and any person within an entity engaged as the transaction broker if the transaction broker is an entity.
- 216 8. A transaction broker may cooperate with other brokers and such cooperation does not establish an agency or subagency
217 relationship.
- 218 9. Nothing in this section prohibits a transaction broker from acting as a single limited agent, dual agent or subagent whether on
219 behalf of a buyer or seller, as long as the requirements governing disclosure of such fact are met.
- 220 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
221 licensee operating under the broker's license.
- 222 11. A transaction broker shall:
- 223 (1) Comply with all applicable requirements of sections [339.710 to 339.860](#), subsection 2 of section [339.010](#) and all
224 rules and regulations promulgated pursuant to such sections; and
- 225 (2) Comply with any applicable federal, state and local laws, rules, regulations and ordinances, including fair
226 housing and civil rights statutes and regulations.
- 227 12. If any licensee who represents another party to the same transaction either solely or through affiliate licensees refuses transaction
228 broker status and wants to continue an agency relationship with both parties to the transaction, such licensee shall have the right to
229 become a designated agent or a dual agent as provided for in sections [339.730 to 339.860](#).
- 230 13. In any transaction a licensee may without liability withdraw from representing a client who has not consented to a conversion to
231 transaction brokerage. Such withdrawal shall not prejudice the ability of the licensee or affiliated licensee to continue to represent
232 the other client in the transaction or limit the licensee from representing the client who refused the transaction brokerage
233 representation in another transaction not involving transaction brokerage.

234 **MINIMUM BROKERAGE SERVICES (as required by 339.780.7 RSMo).**

235 Pursuant to Missouri Law, Broker, through its designated broker and/or through one or more affiliated licensees, shall provide, at a
236 minimum, the following services:
237 1. Accepting delivery of and presenting to the client or customer offers and counteroffers to buy, sell, or lease the client's or customer's
238 property or the property the client or customer seeks to purchase or lease;
239 2. Assisting the client or customer in developing, communicating, negotiating and presenting offers, counteroffers and notices that
240 relate to the offers and the counteroffers until a lease or purchase agreement is signed and all contingencies are satisfied or waived;
241 and
242 3. Answering the client's or customer's questions relating to the offers, counteroffers, notices, and contingencies.

SAMPLE

This document has legal consequences.
If you do not understand it, consult your attorney.
The text of this form may not be altered in any manner
without written acknowledgment of all parties.

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Form #2128 01/25

BUYER'S NON-EXCLUSIVE TRANSACTION BROKERAGE CONTRACT

1 (Note: Transaction Brokers may have limited duties and obligations to buyer or seller under Missouri state statute. Please refer to and
2 read Relevant Aspects of Missouri Real Estate Law as set forth following the parties' signatures below.)

3 _____ ("Buyer") hereby appoints
4 _____ (hereinafter referred to as "Broker") to act as a non-exclusive transaction
5 broker for Buyer for the purpose of acquiring real property as described below. "Broker" shall refer to the brokerage and any affiliated
6 licensee. The term "acquire" or "acquisition" shall include the purchase, lease, exchange, or option of real estate.

7 **PROPERTY DETAILS**

8 The type of property being sought by Buyer, as identified by its use, shall be: Residential Investment Commercial Lots
9 Acreage/Farm (*check all that apply*). Any additional details for the property sought are as follows:
10 _____
11 _____
12 _____

13 Broker agrees to use reasonable effort and diligence to assist the Buyer in the acquisition of the said property.

14 Buyer (*check one*) **Is OR** **Is Not** a party to other buyer's representation agreement(s). If the Buyer is a party to other buyer
15 representation agreement(s), those agreement(s) shall not be for the same type of property(s) listed under Type of Property Sought.

16 **TERM**

17 This Brokerage Contract begins on the Effective Date and ends at 11:59 p.m. on _____ ("Expiration Date"), together
18 with any written extension or reduction thereof. The "Effective Date" shall be the date of final acceptance thereof, as indicated by the
19 date adjacent to the signature of the last party to sign this Brokerage Contract or (*specify if otherwise*)
20 _____. Buyer reserves the right to buy property without using the services of Broker. Buyer and Broker,
21 with mutual agreement, may terminate this Contract prior to the expiration date by written agreement.

22 **PROTECTION PERIOD**

23 If within _____ days (*0 days if left blank*) after the expiration of this Brokerage Contract ("Protection Period"), Buyer acquires any
24 property to which Buyer was introduced by Broker, then Buyer agrees to pay Broker the compensation provided for below. However,
25 no additional compensation will be due to Broker if, during this protection period, Buyer enters into an exclusive buyer representation
26 agreement with another broker to acquire a subject property, and the new broker representing Buyer is paid a commission on the closing
27 of that acquisition.

28 **COMPENSATION FOR SERVICES**

29 **Note: The amount of compensation is not set by law. Compensation is set by each broker individually and is negotiable, subject**
30 **to individual broker policy.**

31 **Broker Compensation.** If, during this Brokerage Contract, Buyer enters into a contract to acquire any type of real estate described
32 above through services of Broker, during the Term, Broker shall be due and payable at closing:

33 _____% of purchase price (\$0 if none stated), \$ _____, as a flat amount (\$0 if none stated), **AND** Other: (*describe*)
34 _____ (*N/A if left blank*).
35 Buyer agrees that the compensation above is the voluntary and knowing choice of Buyer.

36 **Additional Compensation.** Buyer agrees to pay Broker additional compensation of \$ _____ (\$0 if none stated). This additional
37 compensation **Shall** **OR Shall Not** (*check one*) be credited against any other compensation owed by Buyer to Broker and shall be
38 due and payable to Broker on (*if applicable, check one*):

- 39 the Effective Date of this Brokerage Contract, which shall be deemed earned upon receipt.
- 40 only if and on the same date that the other compensation above provided for is payable.

41 Unless otherwise agreed to in writing, Buyer authorizes Broker to negotiate for and accept the compensation from the seller or listing
42 broker. If Broker receives any compensation from seller or listing broker for services covered by this Contract, that amount will be

43 credited toward Buyer's obligation to pay the above Compensation. If seller does not pay any compensation to Broker, Buyer shall be
44 solely responsible for the sum of the compensation listed above. In no case shall the amount of compensation received by Broker from
45 all sources be greater than the amount of compensation listed in this agreement.

46 **Note: Certain loan and assistance programs may not allow buyers to compensate their broker. Those transactions should be**
47 **conditioned upon the full compensation paid by the Seller or Listing Broker. Confirm the details of your program with your**
48 **lender.**

49 **TRANSACTION BROKERAGE AS STARTING POINT**

50 Pursuant to this Buyer Contract, Broker will initially be acting in the capacity of a transaction broker, with the duties and obligations of
51 a transaction broker under Missouri law as set forth following the parties' signatures below. However, Buyer acknowledges that from
52 time to time, a prospective seller may engage Broker to act in one of several possible capacities with respect to that seller, depending on
53 what brokerage relationships are permitted by Broker's company policy. Under various circumstances, Missouri law may permit or
54 require a conversion of Broker's brokerage relationship with Buyer to a different brokerage relationship. Any conversion to a different
55 brokerage relationship shall only be made upon Buyer's written consent, as required by rule or regulation.

56 **DESIGNATED AGENT OF TRANSACTION BROKER**

57 If, as authorized by Missouri law, Broker policy authorizes its affiliated licensees to act as Designated Agent,
58 _____ is appointed as Buyer's Designated Agent. In the
59 event the Designated Agent is not available at any given time, any of the following agents affiliated with the Broker are hereby appointed
60 to represent Buyer without further notice: *(If a Designated Agent is appointed, the Designated Broker must sign this buyer agreement*
61 *as an authorized agent.)*
62 _____
63 _____

64 **REPRESENTATIONS**

65 By signing below, Buyer acknowledges having entered into this agreement prior to touring any property described on page 1.

66 **BROKER'S ROLE**

67 Broker is not an expert in law, tax, financing, surveying, structural, mechanical conditions, hazardous materials, environmental risks,
68 engineering, or other specialized topics. Brokerage strongly encourages contacting the appropriate professional if questions or concerns
69 exist.

70 **SPECIAL AGREEMENTS** *(none if left blank)*

71 _____
72 _____
73 _____
74 _____
75 _____

76 **BUYER AGREES:**

- 77 1) To not communicate directly or indirectly with any seller of any real estate or seller's representative to whom Broker has introduced
78 Buyer or negotiated with for the purchase, option or exchange of real estate on behalf of Buyer.
79 2) To comply with the reasonable requests of Broker to supply any financial or personal data needed to fulfill the terms of this
80 Brokerage Contract.
81 3) To make themselves reasonably available and responsive for all purposes of this Contract.
82 4) To consult with Broker before visiting any new or existing property of the type sought or contacting any other broker representing
83 sellers to avoid confusion over brokerage and agency relationships and misunderstandings about liability for compensation.

84 **BUYER ACKNOWLEDGES:**

- 85 1) Having read the Transaction Broker Duties and Obligations provisions outlined below.
86 2) This is a transaction brokerage contract that, according to Missouri law, does not establish an agency relationship.
87 3) That if a property has had construction work performed, the lien rights of persons who performed work or supplied materials are
88 affected by the requirements of Chapter 429 of the Missouri Revised Statutes. Failure by the property owner to post and record a
89 timely "notice of intended sale" may affect lien rights and Buyer's ability to get mechanic's lien coverage in Buyer's title insurance
90 policy.
91 4) That Broker recommends that any offer to purchase a property be conditioned on Buyer obtaining an inspection, survey (if
92 applicable), appraisal, verification of insurability, and title policy.

93 **REPRESENTING OTHER BUYER**

94 Buyer understands that Broker has no duty to represent only Buyer, and that Broker may represent other prospective buyers who may
95 be interested in purchasing or leasing the same property or properties that Buyer is interested in acquiring, subject to Missouri law.

96 **PREVIOUS REPRESENTATION**

97 Buyer understands that Broker may have previously represented the seller from whom Buyer wishes to purchase the property. During
98 that representation, the Broker may have learned material information about the seller that is considered confidential. Under the law,
99 Broker may not disclose any such confidential information to Buyer.

100 **FAILURE TO CLOSE**

101 If an owner of an agreement made on behalf of Buyer fails to close such agreement, with no fault on the part of Buyer, Buyer shall have
102 no obligation to pay the compensation provided for above. If such transaction fails to close because of any fault on the part of Buyer,
103 such compensation will not be waived but will be due and payable immediately. In no case shall Broker be obligated to advance funds
104 for the benefit of Buyer in order to complete a closing.

105 **SMART HOME TECHNOLOGY PRIVACY CONCERNS**

106 When acquiring a home with smart technology, it is vital that Buyer address privacy and security risks. Before occupying, Buyer should
107 take precautions: reset and unlink all devices, delete recorded footage, change access codes, unlink voice assistants, clear personal data,
108 and change the Wi-Fi password (if applicable). These steps ensure a secure transition, protecting Buyer's privacy and the property's
109 smart technology integrity.

110 **SURVEILLANCE/RECORDING**

111 Notice to Buyer regarding recordings within the property.
112 Prior to photographing, video graphing, or video telephoning a property without written permission of the seller, Buyer should speak
113 with an attorney. Also, Buyer should be aware that the seller may have a security system that records or allows for remote monitoring
114 of the property, including recording or broadcasting audio. Sellers may be able to listen to conversations on their properties, and Buyer
115 should be aware that any discussions of negotiation strategies held on the property may not be confidential. Buyer hereby releases Broker
116 and employees from any liability that may result from any recording in the property.

117 **NON-DISCRIMINATION**

118 The parties understand and agree that properties shall be shown and made available to Buyer without regard to race, color, religion, sex,
119 handicap, familial status, national origin, ancestry, sexual orientation, or gender identity and in accordance with all local, state, and federal
120 fair housing laws.

121 **REMEDIES**

122 If Buyer breaches this Brokerage Contract or it becomes necessary for Broker to retain an attorney to enforce any of the terms hereof,
123 then without limiting any other right or remedy hereunder or otherwise available at law or inequity, Broker shall be entitled to recover
124 all costs and expenses of litigation incurred, including but not limited to court costs and reasonable attorney fees. The provisions of
125 this paragraph shall survive the expiration or any earlier termination of this Brokerage Contract.

126 **INDEMNIFICATION**

127 Buyer agrees to save and hold Broker harmless from all claims, disputes, litigation, judgments, and costs (including reasonable attorney's
128 fees) arising from Buyer's breach of this Contract to the extent allowed by law.

129 **FRANCHISE DISCLOSURE**

130 If Broker is a member of a franchise, the franchisor is not responsible for the acts of said Broker.

131 **MODIFICATION OF THIS BROKERAGE CONTRACT**

132 No modification of any of the terms of this Brokerage Contract shall be valid and binding upon the parties or entitled to enforcement
133 unless such modification has first been reduced to writing and signed by the parties.

134 **BROKER DISCLOSURE FORM**

135 Buyer acknowledges receipt of the Broker Disclosure Form prescribed by the commission (Missouri Real Estate Commission) by either
136 a) on or before the signing of this Brokerage Contract, or b) upon the Broker obtaining any personal or financial information, whichever
137 occurs first.

138 **ELECTRONIC SIGNATURES**

139 All parties agree that this transaction can be conducted by electronic/digital signatures, according to the Uniform Electronic Transaction
140 Act adopted by the State of Missouri.

141 **Buyer and Broker agree that either party may acknowledge amendments to this Brokerage Contract by email communications**
142 **from one of the following email addresses. Authorization is not granted if no email address is provided.**

143 _____
144 BUYER SIGNATURE DATE BUYER SIGNATURE DATE

145 _____
146 Buyer Printed Name Buyer Printed Name

147 _____
148 Buyer Current Address Buyer Current Address

149 _____
150 Buyer City, State, Zip Buyer City, State, Zip

151 _____
152 Buyer Email Address Buyer Email Address

153 _____
154 Buyer Phone Buyer Phone

155 Check box to indicate if Buyer is using an Additional Signature Rider Form 2015, in which case, an additional signature page is
156 required for each separate rider, addendum amendment, or other related document.
157
158

159 _____
160 BROKER (Company) AUTHORIZED AGENT SIGNATURE DATE

161 _____
162 Authorized Agent Printed Name

163 _____
164 Authorized Agent Email

165 _____
166 BROKER SIGNATURE DATE Broker Printed Name
(if required by company policy or the practice of Designated Agency)

168 **DUTIES AND OBLIGATIONS OF TRANSACTION BROKER (as required by 339.755, RSMo.)**

- 169 1. A real estate licensee may provide real estate service to any party in a prospective transaction without an agency or fiduciary
170 relationship to one or more parties to the transaction. Such licensee shall be called a transaction broker.
- 171 2. A transaction broker shall have the following duties and obligations:
- 172 (1) To perform the terms of any written or oral agreement made with any party to the transaction;
 - 173 (2) To exercise reasonable skill, care and diligence as a transaction broker, including but not limited to:
 - 174 (a) Presenting all written offers and counteroffers in a timely manner regardless of whether the property is
175 subject to a contract for sale or lease or a letter of intent unless otherwise provided in the agreement
176 entered with the party;
 - 177 (b) Informing the parties regarding the transaction and suggesting that such parties obtain expert advice as to
178 material matters about which the transaction broker knows but the specifics of which are beyond the
179 expertise of such broker;
 - 180 (c) Accounting in a timely manner for all money and property received;
 - 181 (d) To disclose to each party to the transaction any adverse material facts of which the licensee has actual
182 notice or knowledge;
 - 183 (e) Assisting the parties in complying with the terms and conditions of any contract;
 - 184 (f) The parties to a transaction brokerage transaction shall not be liable for any acts of the transaction broker.
- 185 3. The following information shall not be disclosed by a transaction broker without the informed consent of the party or parties
186 disclosing such information to the broker:
- 187 (1) That a buyer or tenant is willing to pay more than the purchase price or lease rate offered for the property;
 - 188 (2) That a seller or landlord is willing to accept less than the asking price or lease rate for the property;
 - 189 (3) What the motivating factors are for any party buying, selling or leasing the property;
 - 190 (4) That a seller or buyer will agree to financing terms other than those offered;
 - 191 (5) Any confidential information about the other party, unless disclosure of such information is required by law,
192 statute, rules or regulations or failure to disclose such information would constitute fraud or dishonest dealing.
- 193 4. A transaction broker has no duty to conduct an independent inspection or investigation for adverse material facts
194 for the parties.
- 195 5. A transaction broker has no duty to conduct an independent investigation of the buyer's financial condition.
- 196 6. A transaction broker may do the following without breaching any obligation or responsibility:
- 197 (1) Show alternative properties not owned by the seller or landlord to a prospective buyer or tenant;
 - 198 (2) List competing properties for sale or lease;
 - 199 (3) Show properties in which the buyer or tenant is interested to other prospective buyers or tenants;
 - 200 (4) Serve as a single agent, subagent or designated agent or broker, limited agent, disclosed dual agent for the same
201 or for different parties in other real estate transactions.
- 202 7. In a transaction broker relationship each party and the transaction broker, including all persons within an entity engaged as the
203 transaction broker if the transaction broker is an entity, are considered to possess only actual knowledge and information. There is
204 no imputation of knowledge or information by operation of law between any party and the transaction broker or between any party
205 and any person within an entity engaged as the transaction broker if the transaction broker is an entity.
- 206 8. A transaction broker may cooperate with other brokers and such cooperation does not establish an agency or subagency
207 relationship.
- 208 9. Nothing in this section prohibits a transaction broker from acting as a single limited agent, dual agent or subagent whether on behalf
209 of a buyer or seller, as long as the requirements governing disclosure of such fact are met.
- 210 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
211 licensee operating under the broker's license.
- 212 11. A transaction broker shall:
- 213 (1) Comply with all applicable requirements of sections [339.710 to 339.860](#), subsection 2 of section [339.010](#) and all
214 rules and regulations promulgated pursuant to such sections; and
 - 215 (2) Comply with any applicable federal, state and local laws, rules, regulations and ordinances, including fair
216 housing and civil rights statutes and regulations.
- 217 12. If any licensee who represents another party to the same transaction either solely or through affiliate licensees refuses transaction
218 broker status and wants to continue an agency relationship with both parties to the transaction, such licensee shall have the right to
219 become a designated agent or a dual agent as provided for in sections [339.730 to 339.860](#).
- 220 13. In any transaction a licensee may without liability withdraw from representing a client who has not consented to a conversion to
221 transaction brokerage. Such withdrawal shall not prejudice the ability of the licensee or affiliated licensee to continue to represent
222 the other client in the transaction or limit the licensee from representing the client who refused the transaction brokerage
223 representation in another transaction not involving transaction brokerage.

224 **MINIMUM BROKERAGE SERVICES (as required by 339.780.7 RSMo).**

225 Pursuant to Missouri Law, Broker, through its designated broker and/or through one or more affiliated licensees, shall provide, at a
226 minimum, the following services:

- 227 1. Accepting delivery of and presenting to the client or customer offers and counteroffers to buy, sell, or lease the client's or customer's
228 property or the property the client or customer seeks to purchase or lease;
- 229 2. Assisting the client or customer in developing, communicating, negotiating and presenting offers, counteroffers and notices that
230 relate to the offers and the counteroffers until a lease or purchase agreement is signed and all contingencies are satisfied or waived;
231 and
- 232 3. Answering the client's or customer's questions relating to the offers, counteroffers, notices, and contingencies.

This document has legal consequences.
If you do not understand it, consult your attorney.
The text of this form may not be altered in any manner
without written acknowledgment of all parties.

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Form #2128 01/25

BUYER'S NON-EXCLUSIVE TRANSACTION BROKERAGE CONTRACT

1 (Note: Transaction Brokers may have limited duties and obligations to buyer or seller under Missouri state statute. Please refer to and
2 read Relevant Aspects of Missouri Real Estate Law as set forth following the parties' signatures below.)

3 _____ ("Buyer") hereby appoints
4 _____ (hereinafter referred to as "Broker") to act as a non-exclusive transaction
5 broker for Buyer for the purpose of acquiring real property as described below. "Broker" shall refer to the brokerage and any affiliated
6 licensee. The term "acquire" or "acquisition" shall include the purchase, lease, exchange, or option of real estate.

7 **PROPERTY DETAILS**

8 The type of property being sought by Buyer, as identified by its use, shall be: Residential Investment Commercial Lots
9 Acreage/Farm (*check all that apply*). Any additional details for the property sought are as follows:
10 _____
11 _____
12 _____

13 Broker agrees to use reasonable effort and diligence to assist the Buyer in the acquisition of the said property.

14 Buyer (*check one*) Is OR Is Not a party to other buyer's representation agreement(s). If the Buyer is a party to other buyer
15 representation agreement(s), those agreement(s) shall not be for the same type of property(s) listed under Type of Property Sought.

16 **TERM**

17 This Brokerage Contract begins on the Effective Date and ends at 11:59 p.m. on _____ ("Expiration Date"), together
18 with any written extension or reduction thereof. The "Effective Date" shall be the date of final acceptance thereof, as indicated by the
19 date adjacent to the signature of the last party to sign this Brokerage Contract or (*specify if otherwise*)
20 _____. Buyer reserves the right to buy property without using the services of Broker. Buyer and Broker,
21 with mutual agreement, may terminate this Contract prior to the expiration date by written agreement.

22 **PROTECTION PERIOD**

23 If within _____ days (*0 days if left blank*) after the expiration of this Brokerage Contract ("Protection Period"), Buyer acquires any
24 property to which Buyer was introduced by Broker, then Buyer agrees to pay Broker the compensation provided for below. However,
25 no additional compensation will be due to Broker if, during this protection period, Buyer enters into an exclusive buyer representation
26 agreement with another broker to acquire a subject property, and the new broker representing Buyer is paid a commission on the closing
27 of that acquisition.

28 **COMPENSATION FOR SERVICES**

29 **Note: The amount of compensation is not set by law. Compensation is set by each broker individually and is negotiable, subject**
30 **to individual broker policy.**

31 **Broker Compensation.** If, during this Brokerage Contract, Buyer enters into a contract to acquire any type of real estate described
32 above through services of Broker, during the Term, Broker shall be due and payable at closing:

33 _____% of purchase price (\$0 if none stated), \$ _____, as a flat amount (\$0 if none stated), AND Other: (*describe*)
34 _____ (*N/A if left blank*).
35

Buyer agrees that the compensation above is the voluntary and knowing choice of Buyer.

36 **Additional Compensation.** Buyer agrees to pay Broker additional compensation of \$ _____ (\$0 if none stated). This additional
37 compensation **Shall OR Shall Not** (*check one*) be credited against any other compensation owed by Buyer to Broker and shall be
38 due and payable to Broker on (*if applicable, check one*):

- 39 the Effective Date of this Brokerage Contract, which shall be deemed earned upon receipt.
40 only if and on the same date that the other compensation above provided for is payable.

41 Unless otherwise agreed to in writing, Buyer authorizes Broker to negotiate for and accept the compensation from the seller or listing
42 broker. If Broker receives any compensation from seller or listing broker for services covered by this Contract, that amount will be

43 credited toward Buyer's obligation to pay the above Compensation. If seller does not pay any compensation to Broker, Buyer shall be
44 solely responsible for the sum of the compensation listed above. In no case shall the amount of compensation received by Broker from
45 all sources be greater than the amount of compensation listed in this agreement.

46 **Note: Certain loan and assistance programs may not allow buyers to compensate their broker. Those transactions should be**
47 **conditioned upon the full compensation paid by the Seller or Listing Broker. Confirm the details of your program with your**
48 **lender.**

49 **TRANSACTION BROKERAGE AS STARTING POINT**

50 Pursuant to this Buyer Contract, Broker will initially be acting in the capacity of a transaction broker, with the duties and obligations of
51 a transaction broker under Missouri law as set forth following the parties' signatures below. However, Buyer acknowledges that from
52 time to time, a prospective seller may engage Broker to act in one of several possible capacities with respect to that seller, depending on
53 what brokerage relationships are permitted by Broker's company policy. Under various circumstances, Missouri law may permit or
54 require a conversion of Broker's brokerage relationship with Buyer to a different brokerage relationship. Any conversion to a different
55 brokerage relationship shall only be made upon Buyer's written consent, as required by rule or regulation.

56 **DESIGNATED AGENT OF TRANSACTION BROKER**

57 If, as authorized by Missouri law, Broker policy authorizes its affiliated licensees to act as Designated Agent,
58 _____ is appointed as Buyer's Designated Agent. In the
59 event the Designated Agent is not available at any given time, any of the following agents affiliated with the Broker are hereby appointed
60 to represent Buyer without further notice: *(If a Designated Agent is appointed, the Designated Broker must sign this buyer agreement*
61 *as an authorized agent.)*
62 _____
63 _____

64 **REPRESENTATIONS**

65 By signing below, Buyer acknowledges having entered into this agreement prior to touring any property described on page 1.

66 **BROKER'S ROLE**

67 Broker is not an expert in law, tax, financing, surveying, structural, mechanical conditions, hazardous materials, environmental risks,
68 engineering, or other specialized topics. Brokerage strongly encourages contacting the appropriate professional if questions or concerns
69 exist.

70 **SPECIAL AGREEMENTS** *(none if left blank)*

71 _____
72 _____
73 _____
74 _____
75 _____

76 **BUYER AGREES:**

- 77 1) To not communicate directly or indirectly with any seller of any real estate or seller's representative to whom Broker has introduced
78 Buyer or negotiated with for the purchase, option or exchange of real estate on behalf of Buyer.
79 2) To comply with the reasonable requests of Broker to supply any financial or personal data needed to fulfill the terms of this
80 Brokerage Contract.
81 3) To make themselves reasonably available and responsive for all purposes of this Contract.
82 4) To consult with Broker before visiting any new or existing property of the type sought or contacting any other broker representing
83 sellers to avoid confusion over brokerage and agency relationships and misunderstandings about liability for compensation.

84 **BUYER ACKNOWLEDGES:**

- 85 1) Having read the Transaction Broker Duties and Obligations provisions outlined below.
86 2) This is a transaction brokerage contract that, according to Missouri law, does not establish an agency relationship.
87 3) That if a property has had construction work performed, the lien rights of persons who performed work or supplied materials are
88 affected by the requirements of Chapter 429 of the Missouri Revised Statutes. Failure by the property owner to post and record a
89 timely "notice of intended sale" may affect lien rights and Buyer's ability to get mechanic's lien coverage in Buyer's title insurance
90 policy.
91 4) That Broker recommends that any offer to purchase a property be conditioned on Buyer obtaining an inspection, survey (if
92 applicable), appraisal, verification of insurability, and title policy.

93 **REPRESENTING OTHER BUYER**

94 Buyer understands that Broker has no duty to represent only Buyer, and that Broker may represent other prospective buyers who may
95 be interested in purchasing or leasing the same property or properties that Buyer is interested in acquiring, subject to Missouri law.

96 **PREVIOUS REPRESENTATION**

97 Buyer understands that Broker may have previously represented the seller from whom Buyer wishes to purchase the property. During
98 that representation, the Broker may have learned material information about the seller that is considered confidential. Under the law,
99 Broker may not disclose any such confidential information to Buyer.

100 **FAILURE TO CLOSE**

101 If an owner of an agreement made on behalf of Buyer fails to close such agreement, with no fault on the part of Buyer, Buyer shall have
102 no obligation to pay the compensation provided for above. If such transaction fails to close because of any fault on the part of Buyer,
103 such compensation will not be waived but will be due and payable immediately. In no case shall Broker be obligated to advance funds
104 for the benefit of Buyer in order to complete a closing.

105 **SMART HOME TECHNOLOGY PRIVACY CONCERNS**

106 When acquiring a home with smart technology, it is vital that Buyer address privacy and security risks. Before occupying, Buyer should
107 take precautions: reset and unlink all devices, delete recorded footage, change access codes, unlink voice assistants, clear personal data,
108 and change the Wi-Fi password (if applicable). These steps ensure a secure transition, protecting Buyer's privacy and the property's
109 smart technology integrity.

110 **SURVEILLANCE/RECORDING**

111 Notice to Buyer regarding recordings within the property.
112 Prior to photographing, video graphing, or video telephoning a property without written permission of the seller, Buyer should speak
113 with an attorney. Also, Buyer should be aware that the seller may have a security system that records or allows for remote monitoring
114 of the property, including recording or broadcasting audio. Sellers may be able to listen to conversations on their properties, and Buyer
115 should be aware that any discussions of negotiation strategies held on the property may not be confidential. Buyer hereby releases Broker
116 and employees from any liability that may result from any recording in the property.

117 **NON-DISCRIMINATION**

118 The parties understand and agree that properties shall be shown and made available to Buyer without regard to race, color, religion, sex,
119 handicap, familial status, national origin, ancestry, sexual orientation, or gender identity and in accordance with all local, state, and federal
120 fair housing laws.

121 **REMEDIES**

122 If Buyer breaches this Brokerage Contract or it becomes necessary for Broker to retain an attorney to enforce any of the terms hereof,
123 then without limiting any other right or remedy hereunder or otherwise available at law or inequity, Broker shall be entitled to recover
124 all costs and expenses of litigation incurred, including but not limited to court costs and reasonable attorney fees. The provisions of
125 this paragraph shall survive the expiration or any earlier termination of this Brokerage Contract.

126 **INDEMNIFICATION**

127 Buyer agrees to save and hold Broker harmless from all claims, disputes, litigation, judgments, and costs (including reasonable attorney's
128 fees) arising from Buyer's breach of this Contract to the extent allowed by law.

129 **FRANCHISE DISCLOSURE**

130 If Broker is a member of a franchise, the franchisor is not responsible for the acts of said Broker.

131 **MODIFICATION OF THIS BROKERAGE CONTRACT**

132 No modification of any of the terms of this Brokerage Contract shall be valid and binding upon the parties or entitled to enforcement
133 unless such modification has first been reduced to writing and signed by the parties.

134 **BROKER DISCLOSURE FORM**

135 Buyer acknowledges receipt of the Broker Disclosure Form prescribed by the commission (Missouri Real Estate Commission) by either
136 a) on or before the signing of this Brokerage Contract, or b) upon the Broker obtaining any personal or financial information, whichever
137 occurs first.

138 **ELECTRONIC SIGNATURES**

139 All parties agree that this transaction can be conducted by electronic/digital signatures, according to the Uniform Electronic Transaction
140 Act adopted by the State of Missouri.

141 **Buyer and Broker agree that either party may acknowledge amendments to this Brokerage Contract by email communications**
142 **from one of the following email addresses. Authorization is not granted if no email address is provided.**

143 _____
144 BUYER SIGNATURE DATE BUYER SIGNATURE DATE

145 _____
146 Buyer Printed Name Buyer Printed Name

147 _____
148 Buyer Current Address Buyer Current Address

149 _____
150 Buyer City, State, Zip Buyer City, State, Zip

151 _____
152 Buyer Email Address Buyer Email Address

153 _____
154 Buyer Phone Buyer Phone

155 Check box to indicate if Buyer is using an Additional Signature Rider Form 2051, in which case, an additional signature page is
156 required for each separate rider, addendum amendment, or other related document.
157
158

159 _____
160 BROKER (Company) AUTHORIZED AGENT SIGNATURE DATE

161 _____
162 Authorized Agent Printed Name

163 _____
164 Authorized Agent Email

165 _____
166 BROKER SIGNATURE DATE Broker Printed Name
(if required by company policy or the practice of Designated Agency)

SAMPLE

168 **DUTIES AND OBLIGATIONS OF TRANSACTION BROKER (as required by 339.755, RSMo.)**

- 169 1. A real estate licensee may provide real estate service to any party in a prospective transaction without an agency or fiduciary
170 relationship to one or more parties to the transaction. Such licensee shall be called a transaction broker.
- 171 2. A transaction broker shall have the following duties and obligations:
- 172 (1) To perform the terms of any written or oral agreement made with any party to the transaction;
 - 173 (2) To exercise reasonable skill, care and diligence as a transaction broker, including but not limited to:
 - 174 (a) Presenting all written offers and counteroffers in a timely manner regardless of whether the property is
175 subject to a contract for sale or lease or a letter of intent unless otherwise provided in the agreement
176 entered with the party;
 - 177 (b) Informing the parties regarding the transaction and suggesting that such parties obtain expert advice as to
178 material matters about which the transaction broker knows but the specifics of which are beyond the
179 expertise of such broker;
 - 180 (c) Accounting in a timely manner for all money and property received;
 - 181 (d) To disclose to each party to the transaction any adverse material facts of which the licensee has actual
182 notice or knowledge;
 - 183 (e) Assisting the parties in complying with the terms and conditions of any contract;
 - 184 (f) The parties to a transaction brokerage transaction shall not be liable for any acts of the transaction broker.
- 185 3. The following information shall not be disclosed by a transaction broker without the informed consent of the party or parties
186 disclosing such information to the broker:
- 187 (1) That a buyer or tenant is willing to pay more than the purchase price or lease rate offered for the property;
 - 188 (2) That a seller or landlord is willing to accept less than the asking price or lease rate for the property;
 - 189 (3) What the motivating factors are for any party buying, selling or leasing the property;
 - 190 (4) That a seller or buyer will agree to financing terms other than those offered;
 - 191 (5) Any confidential information about the other party, unless disclosure of such information is required by law,
192 statute, rules or regulations or failure to disclose such information would constitute fraud or dishonest dealing.
- 193 4. A transaction broker has no duty to conduct an independent inspection or investigation for adverse material facts
194 for the parties.
- 195 5. A transaction broker has no duty to conduct an independent investigation of the buyer's financial condition.
- 196 6. A transaction broker may do the following without breaching any obligation or responsibility:
- 197 (1) Show alternative properties not owned by the seller or landlord to a prospective buyer or tenant;
 - 198 (2) List competing properties for sale or lease;
 - 199 (3) Show properties in which the buyer or tenant is interested to other prospective buyers or tenants;
 - 200 (4) Serve as a single agent, subagent or designated agent or broker, limited agent, disclosed dual agent for the same
201 or for different parties in other real estate transactions.
- 202 7. In a transaction broker relationship each party and the transaction broker, including all persons within an entity engaged as the
203 transaction broker if the transaction broker is an entity, are considered to possess only actual knowledge and information. There is
204 no imputation of knowledge or information by operation of law between any party and the transaction broker or between any party
205 and any person within an entity engaged as the transaction broker if the transaction broker is an entity.
- 206 8. A transaction broker may cooperate with other brokers and such cooperation does not establish an agency or subagency
207 relationship.
- 208 9. Nothing in this section prohibits a transaction broker from acting as a single limited agent, dual agent or subagent whether on behalf
209 of a buyer or seller, as long as the requirements governing disclosure of such fact are met.
- 210 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
211 licensee operating under the broker's license.
- 212 11. A transaction broker shall:
- 213 (1) Comply with all applicable requirements of sections 339.710 to 339.860, subsection 2 of section 339.010 and all
214 rules and regulations promulgated pursuant to such sections; and
 - 215 (2) Comply with any applicable federal, state and local laws, rules, regulations and ordinances, including fair
216 housing and civil rights statutes and regulations.
- 217 12. If any licensee who represents another party to the same transaction either solely or through affiliate licensees refuses transaction
218 broker status and wants to continue an agency relationship with both parties to the transaction, such licensee shall have the right to
219 become a designated agent or a dual agent as provided for in sections 339.730 to 339.860.
- 220 13. In any transaction a licensee may without liability withdraw from representing a client who has not consented to a conversion to
221 transaction brokerage. Such withdrawal shall not prejudice the ability of the licensee or affiliated licensee to continue to represent
222 the other client in the transaction or limit the licensee from representing the client who refused the transaction brokerage
223 representation in another transaction not involving transaction brokerage.

224 **MINIMUM BROKERAGE SERVICES (as required by 339.780.7 RSMo).**

225 Pursuant to Missouri Law, Broker, through its designated broker and/or through one or more affiliated licensees, shall provide, at a
226 minimum, the following services:

- 227 1. Accepting delivery of and presenting to the client or customer offers and counteroffers to buy, sell, or lease the client's or customer's
228 property or the property the client or customer seeks to purchase or lease;
- 229 2. Assisting the client or customer in developing, communicating, negotiating and presenting offers, counteroffers and notices that
230 relate to the offers and the counteroffers until a lease or purchase agreement is signed and all contingencies are satisfied or waived;
231 and
- 232 3. Answering the client's or customer's questions relating to the offers, counteroffers, notices, and contingencies.

SAMPLE

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If you do not understand it, consult your attorney.
The text of this form may not be altered in any manner
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Form # 2169 01/25

**TRANSACTION BROKERAGE LISTING CONTRACT
(EXCLUSIVE RIGHT TO SELL)**

1 (Note: Transaction Brokers may have limited duties and obligations to buyer or seller under Missouri statute. Please refer to and
2 read Relevant Aspects of Missouri Real Estate Law as set forth following the parties' signatures below.)

3 _____, the owner of record (hereinafter referred to
4 as "Owner") in the municipality of _____ (if incorporated), County of _____,
5 Missouri, known as and numbered _____
6 _____ (legal description to govern), hereby appoints
7 Listing Brokerage _____ (hereinafter referred to as "Broker")
8 as sole and exclusive agent with the exclusive right to market and sell or exchange this property upon the below terms and conditions.
9 The term Broker shall refer to the transaction brokerage listing the property and any affiliated licensee throughout this agreement. Owner
10 represents that they have the legal right to make an absolute sale of this property.

11 **TERM**

12 This Contract begins on the Effective Date and ends at 11:59 p.m. on _____, together with any written extension
13 thereof ("Expiration Date"). The "Effective Date" shall be the date of final acceptance thereof, as indicated by the date adjacent to the
14 signature of the last party to sign this Contract or (specify if otherwise) _____.

15 **LISTING PRICE**

16 The listing price for this property shall be \$ _____ ("Listing Price").

17 **COMPENSATION FOR SERVICES**

18 **Note: The amount of compensation is not set by law. Compensation is set by each broker and is negotiable, subject to individual**
19 **broker policy.**

20 If, during the Term of this Brokerage Contract, Broker presents an offer to purchase the property from a ready, willing, and able buyer
21 at the Listing Price, or if Owner enters into a contract or receives an offer that results in a contract for the sale or exchange of the property
22 at any price and upon any terms to which Owner consents, Owner shall be obligated to pay compensation as follows:

23 **Listing Broker Compensation:** _____ (%) of the purchase price (\$0 if none stated), \$ _____ as a flat amount (\$0 if
24 none stated), **AND Other:** (describe) _____
25 _____ (N/A if left blank).

26 **Unrepresented Buyer.** In the event buyer is not represented by a broker, Listing Broker Compensation (*check one*)

- 27 shall remain the same as the amount listed under Listing Broker Compensation **OR**
- 28 shall be modified as follows _____% of the sales price, **AND** \$ _____.

29 **Additional Listing Broker Compensation.** Owner agrees to pay Broker additional compensation of \$ _____ (\$0 if none stated).
30 This additional compensation (*check one*) **Shall** **OR** **Shall Not** be credited against any other compensation owed by Owner to
31 Broker and shall be due and payable to Broker on (*if applicable, check one*):

- 32 the Effective Date of this Listing Contract, regardless of whether or not a ready, willing, and able buyer is procured, and which shall
33 be deemed earned upon receipt.
- 34 only if and on the same date that the other compensation above provided for is payable.

35 The compensation amount shall be determined by the total purchase or exchange price without reduction for any other charges (i.e.,
36 closing adjustments, points, liens, mortgages, compensation, etc.). Owner agrees that such compensation shall be paid if the property is
37 sold, exchanged, or otherwise transferred by Owner within _____ days (*0 days if left blank*) following the Term of this
38 Contract or any extensions thereof ("Protection Period") to anyone to whom the property was presented during the Term of this Contract,
39 provided Owner has received by the Expiration Date written notice of the names of said prospects, or the names of Broker and affiliated
40 licensees representing such prospects. No compensation is owed if Owner enters into a bona fide listing agreement with another licensed
41 real estate broker and Owner pays that broker compensation on that transaction.

42 Unless otherwise stated, all compensation owed under this agreement is to be paid at closing, which in the case of a sale on contract for
43 deed shall be at the time buyer and Owner execute the initial contract or agreement for deed.

Initials of Seller to acknowledge they have read this page _____ / _____

44 **Broker Assisting Buyer.** Owner acknowledges that Broker is authorized to cooperate with other brokers and any affiliated licensees in
45 Broker's firm acting pursuant to any other brokerage relationship as defined by 339.710 to 339.860 RSMo, including but not limited to
46 buyer's agents, subagents, and/or transaction brokers ("Selling Broker"). In addition to the Listing Broker Compensation listed above,
47 Owner acknowledges buyer may request Owner to compensate some or all of Selling Broker's compensation. **Owner has no obligation**
48 **to pay Selling Broker's compensation. Selling Broker compensation is negotiable and will be determined by a ratified sale**
49 **contract between Owner and buyer.** Owner acknowledges that a Selling Broker may represent the interest of buyers only. (Check
50 one):

- 51 Owner authorizes Broker to disclose and market Owner's willingness to compensate Selling Broker.
52 Owner does not authorize Broker to disclose and market Owner's willingness to compensate Selling Broker
53 Owner authorizes escrow agent to pay the Selling Broker's compensation directly to Selling Broker at closing.

54 **Note: Owner acknowledges that sale contract offers and compensation agreement(s) may contain terms to compensate the**
55 **Broker assisting the buyer. Owner understands the provisions of this section and agrees that the election made in this section is**
56 **made solely by Owner.**

57 **Owner Concessions**

58 Owner concessions is a payment from Owner towards buyer's charges and closing costs (e.g., loan origination fees, discount points,
59 buy-down or subsidy fees, prepaids, Selling Broker's fees, or other charges, as allowed by lender(s)).

- 60 Owner authorizes Broker to disclose and market Owner's willingness to consider concessions.
61 Owner does not authorize Broker to disclose and market Owner's willingness to consider concessions.

62 **TRANSACTION BROKERAGE AS STARTING POINT**

63 Pursuant to this Listing Contract, Broker will initially be acting in the capacity of a transaction broker, with the duties and obligations
64 of a transaction broker under Missouri law as set forth following the parties' signatures below. However, Owner acknowledges that
65 from time to time, a prospective buyer may engage Broker to act in one of several possible capacities with respect to that buyer,
66 depending on what brokerage relationships are permitted by Broker's company policy. If the buyer will not consent to transaction
67 brokerage, Broker may need to act as an agent to allow a transaction with Owner to proceed. Under various circumstances, Missouri
68 law may permit or require a conversion of Broker's brokerage relationship with Owner to a different brokerage relationship. Any
69 conversion to a different brokerage relationship shall only be made upon Owner's written consent, as required by rule or regulation.

70 **DESIGNATED AGENT OF TRANSACTION BROKER**

71 If, as authorized by Missouri law, Broker policy authorizes its affiliated licensees to act as Designated Agent of the Broker,
72 _____ is appointed as Owner's Designated Agent. In the event
73 the Designated Agent is not available at any given time, any of the following agents affiliated with the Broker are hereby appointed to
74 represent Owner without further notice: *(If a Designated Agent is appointed, the Designated Broker must sign this listing agreement as*
75 *authorized agent.)* _____
76 _____

77 **PREVIOUS REPRESENTATION**

78 Owner understands that Broker may have previously represented a buyer who is interested in the property. During that representation,
79 Broker may have learned material information about the buyer that is considered confidential. Under the law, Broker may not disclose
80 any such confidential information to Owner.

81 **BUYERS REPRESENTATIVE**

82 Owner acknowledges that prospective buyers may elect to employ the services of a Designated Agent as their own broker. Owner also
83 acknowledges that from time to time, a prospective buyer may engage Broker to act in one of several possible capacities with respect to
84 that buyer, depending on what brokerage relationships are permitted by Broker's company policy.

85 **HOME WARRANTY**

86 Owner acknowledges the availability of home warranty protection plans and agrees to *(check one)*:

- 87 Offer a warranty plan
88 Not offer a warranty plan
89 Consider a warranty plan at a later date

90 **DISCLOSURE AUTHORIZATIONS**

91 Offers. Owner **Does OR** **Does Not** *(check one)* permit Broker to disclose the existence of offers on the property.

92 Terms. Owner **Does OR** **Does Not** *(check one)* permit Broker to disclose the terms of offers on the property; provided, however,
93 that Broker is permitted to disclose such terms as may be required by the MLS, applicable brokerage laws, or Broker's policy.

94 **BROKER ROLE**

95 Broker is not an expert in law, tax, financing, surveying, structural, mechanical conditions, hazardous materials, environmental risks,
96 engineering, or other specialized topics. Broker strongly encourages contacting the appropriate professional if questions or concerns
97 exist.

98 **PROPERTY ACCESS AND KEY BOX SYSTEM**

99 Owner Does OR Does Not (*check one*) permit Broker to place a key box on the property.
100 If authorized above, Owner permits Broker to place a key box on the property, a locked container that holds a key(s) to the property and
101 enables access to the property at reasonable times to facilitate the showing and sale or exchange of the property. In its sole discretion,
102 Broker may grant unaccompanied access to its affiliated licensees and other Subscribers of the St. Louis Area Regional Key Box System
103 (“System”). Owner shall, without limitation, indemnify and hold harmless Broker and Subscribers, the key box manufacturer, and the
104 key box distributor/service center against and from any actions, suits, costs, expenses, damages, and liabilities, including attorney’s fees
105 arising out of, connected with or resulting from the use of a key box. Owner shall not, however, indemnify, or hold System Subscribers
106 harmless for claims arising out of the intentional or negligent acts of the Subscribers.

107 NOTE: Subscribers to the St. Louis Area Regional Key Box System could include but are not limited to Broker and their affiliated
108 licensees, appraisers, inspectors, lenders, surveyors, home stagers, etc. (“Subscribers”)

109 **SPECIAL AGREEMENTS** (*none if left blank*)

110 _____
111 _____
112 _____
113 _____
114 _____

115 **OWNER RESPONSIBILITY TO DISCLOSE**

116 Owner represents that, except as noted on the Seller’s Disclosure Statement or otherwise in writing:
117 1) Owner knows of no actual or proposed special subdivision or condominium assessments.
118 2) Owner knows of no structural or other material defects or material facts that adversely affect the value of the property.
119 3) All of the property’s mechanical elements and the appliances sold herewith are in proper working condition or will be restored to
120 proper working condition as of the date of closing. This representation shall not be construed to be a warranty of condition but shall
121 constitute the Owner’s opinion.
122 4) Owner will fully and promptly disclose in writing any new or material information pertaining to the property that is discovered at
123 any time prior to closing.

124 **OWNER AGREES**

125 1) To cooperate with Broker to facilitate the showing, marketing, and sale of the property.
126 2) Not to lease the property during this listing without Broker’s prior written approval.
127 3) To refer to the Broker any offer or inquiry regarding the property which may be received by the Owner during the Term of this
128 Contract.
129 4) To leave all utilities on through the day of closing in order to facilitate showings, inspections, and the buyer’s final walk-through
130 of the property unless otherwise agreed to or disclosed in writing.
131 5) To remove or secure and (if Owner desires) insure all property and valuables (including but not limited to firearms, money,
132 medicine, and jewelry) to assume the risk for any vandalism, theft, or damage of any kind.
133 6) To maintain the property in good repair through the date of closing.
134 7) To allow Broker to assist prospective buyers authorized by Broker to have access to the property at all reasonable times to show
135 the property to such prospects.
136 8) To promptly furnish the Broker with a copy of any available survey report.
137 9) To advise Broker if there is a likelihood that Owner's net sale proceeds will be insufficient to pay off at closing, all loans secured
138 by the property plus liens and closing costs. If Owner is unable to bring additional monies to closing to pay off the remaining loan
139 balances in order to close, the Form #2175 (Short Sale Supplement to the Listing Contract) shall be attached.
140 10) To fully and promptly disclose in writing any new material information pertaining to the property that is discovered at any time
141 prior to closing.

142 **OWNER AUTHORIZES BROKER AND THEIR AFFILIATED LICENSEES TO**

143 1) Use all reasonable and recognized professional practices including, but not limited to, association and cooperation with other
144 brokers, provided that such association and cooperation is subject to the other provisions in this form and is not limited or
145 conditioned to the retaining of or payment by Owner to a broker, and the right to submit the property to any Multiple Listing Service,
146 the Internet, and any other medium, and provide timely notice of status changes and to provide sales data information, including
147 the final sale price, to the MLS and its members;
148 2) Use the undersigned Owner’s name and property information for advertising and in trade papers in connection with this transaction;

- 149 3) Place a suitable sign on the property, if allowed by law;
150 4) Obtain, at Owner’s expense, any documentation or certification that may be required in order to comply with any applicable statutes
151 or local ordinances; and,
152 5) Initiate a title examination of the property on behalf of the Owner.

153 **OWNER ACKNOWLEDGES**

- 154 1) Having read the “Broker Assisting Buyer” section above, that Owner understands the provisions of that section and agrees that the
155 election made in that section is made solely by the Owner.
156 2) Having read the “Owner Concessions” section above, that Owner understands the provisions of that section and agrees that the
157 election made in that section is made solely by the Owner.
158 3) Having read the “Duties and Obligations of Limited Agency” and “Transaction Duties and Obligations” provisions outlined below;
159 4) This agreement does not create an agency relationship, and the Broker is acting as a transaction broker; and,
160 5) That under Chapter 429 of the Missouri Revised Statutes, if Owner has contracted with anyone for the provision of work, labor, or
161 materials for the property, Owner may be required to post and record a “notice of intended sale” at least 45 days before the earliest
162 date on which the Owner intends to close, in order to assure that the Owner can deliver clear title at closing; if work labor or
163 materials have been provided, Owner should seek legal advice to comply with this law.

164 **PHOTOGRAPHS AND INTERNET ADVERTISING**

- 165 1. Owner agrees that Broker may photograph or otherwise electronically capture images of the exterior and, if authorized, interior of the
166 Property (“Images”) for static and/or virtual tours of the Property by buyers and others for use on Broker’s website, the MLS, and other
167 marketing materials and sites. Owner acknowledges that once Images are placed on the Internet, neither Broker nor Owner has control
168 over who can view such Images, what use viewers may make of the Images, or how long such Images may remain available on the
169 Internet. Owner further assigns any rights in all Images to the Broker and agrees that such Images are the property of Broker and that
170 Broker may use such Images for advertising, including post sale and for Broker’s business in the future.
171 **Owner Does OR Does Not (check one) authorize interior images.**
172 2. Owner acknowledges that prospective buyers and/or other persons coming onto the property may take photographs, videos or other
173 images of the property. Owner understands that Broker does not have the ability to control or block the taking and use of Images by any
174 such persons. Owner acknowledges that unauthorized persons may take images who do not have access to or have not read any limiting
175 instruction in the MLS or take images regardless of any limiting instruction in the MLS. Once Images are taken and/or put into electronic
176 display on the Internet or otherwise, neither Broker nor Owner has control over who views such Images nor what use viewers may make
177 of the Images.

178 **SURVEILLANCE/RECORDING**

- 179 Notice to Owner regarding recordings within the property
- 180 Owner has been advised to remove any items of a personal nature that Owner does not want to be photographed, recorded, or transmitted
181 (including but not limited to family photos, paperwork, and other personally identifiable information). Owner hereby releases and
182 indemnifies Broker and employees from any liability which may result from any recording or transmitting in the property.
- 183 In the event Owner has a recording system in the Owner’s property that records or transmits audio, Owner understands that recording
184 or transmitting the audio of prospective buyers may result in violation of state or federal wiretapping laws. Owner hereby releases and
185 indemnifies Broker, and employees from any liability which may result from any recording or transmitting in the property.

186 **SMART TECHNOLOGY PRIVACY CONCERNS**

187 If the property contains any smart technology, Owner should prioritize privacy and security by resetting and unlinking all devices,
188 including hubs, cameras, locks, and thermostats. Owner should also clear recorded data, change access codes, and uninstall associated
189 apps. Additionally, Owner should reset any Wi-Fi password (if applicable) to prevent lingering access. Owner should also delete
190 automation scenes and refer to user manuals for specific instructions to ensure a fresh start for new owners, safeguarding Owner’s
191 personal information and the security of the property. Owner hereby releases and indemnifies Broker, and employees from any liability
192 resulting from the existence or use of such systems before or after closing.

193 **NON-DISCRIMINATION**

194 The parties understand and agree that it is illegal for either of the parties to refuse to display or sell Owner’s property to any person on
195 the basis of race, color, religion, sex, disability, familial status, national origin, ancestry, sexual orientation, or gender identity. The
196 parties agree to comply with all applicable federal, state, and local fair housing laws.

197 **REMEDIES**

198 If Owner breaches this Listing Contract or it becomes necessary for Broker to retain an attorney to enforce any of the terms hereof, then
199 without limiting any other right or remedy hereunder or otherwise available at law or inequity, Broker shall be entitled to recover all
200 costs and expenses of litigation incurred, including but not limited to court costs and reasonable attorney fees. The provisions of this
201 paragraph shall survive the expiration or any earlier expiration of this Listing Contract.

202 **INDEMNIFICATION**
203 Owner agrees to save and hold Broker harmless from all claims, disputes, litigation, judgments, and costs (including reasonable
204 attorney's fees) arising from Seller's breach of this Contract, from any incorrect information or misrepresentation supplied by Owner or
205 from any material facts, including latent defects, that are known to Owner that Owner fails to disclose.

206 **MODIFICATION OF THIS CONTRACT**
207 No modification of any of the terms of this Contract shall be valid and binding upon the parties or entitled to enforcement unless such
208 modification has first been reduced to writing and signed by the parties.

209 **FRANCHISE DISCLOSURE**
210 If Broker is a member of a franchise, the franchisor is not responsible for the acts of said Broker.

211 **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT (FIRPTA).**
212 Owner represents that Owner **Is** OR **Is Not** (*check one*) a "foreign person" as described in the Foreign Investment in Real Property
213 Tax Act ("FIRPTA"), 26 USC §1445. A "foreign person" is a nonresident alien individual or foreign corporation that has not made an
214 election to be treated as a domestic corporation, foreign partnership, trust, or estate. It does not include a US citizen or resident alien
215 individual. If Owner is a foreign person as defined in FIRPTA, then (among other things) mandatory withholding of funds from the sale
216 proceeds may be required. Due to the complexity and potential risks of FIRPTA, Owner should seek legal and tax advice regarding
217 compliance, particularly if an exception is claimed to apply or to be relied upon.

218 **BROKER DISCLOSURE FORM**
219 Seller acknowledges receipt of the Broker Disclosure Form prescribed by the MREC (Missouri Real Estate Commission) by either a) on
220 or before the signing of this Transaction Brokerage Listing Contract, or b) upon the licensee obtaining any personal or financial
221 information, whichever occurs first.

222 **ELECTRONIC SIGNATURES**
223 All parties agree that this transaction can be conducted by electronic/digital signatures, according to the Uniform Electronic Transaction
224 Act as adopted by the state of Missouri.

225 Owner and Broker agree that either party may acknowledge amendments to this Contract by email communications from one of the
226 following email addresses. Authorization is not granted if no email address is provided.

227 **(Signature Lines Appear on the Following Page)**

Initials of Seller to acknowledge they have read this page _____/_____

228	_____	_____	_____	_____
229	OWNER SIGNATURE	DATE	OWNER SIGNATURE	DATE
230	_____	_____	_____	_____
231	Owner Printed Name		Owner Printed Name	
232	_____	_____	_____	_____
233	Owner Current Address		Owner Current Address	
234	_____	_____	_____	_____
235	Owner City, State, Zip		Owner City, State, Zip	
236	_____	_____	_____	_____
237	Owner Email Address		Owner Email Address	
238	_____	_____	_____	_____
239	Owner Phone		Owner Phone	
240				
241	<input type="checkbox"/> Check box to indicate if Owner is using an Additional Signature Rider Form 2051, in which case, an additional signature page is			
242	<u>required for each separate rider, addendum amendment, or other related document.</u>			
243				
244	_____	_____	_____	_____
245	BROKER (Company)		AUTHORIZED AGENT SIGNATURE	DATE
246			_____	
247			Authorized Agent Printed Name	
248			_____	
249			Authorized Agent Email	
250	_____	_____	_____	_____
251	BROKER SIGNATURE	DATE	Broker Printed Name	
	<i>(if required by company policy or the practice of Designated Agency)</i>			

252 **RELEVANT ASPECTS OF MISSOURI REAL ESTATE LAW ARE REFERENCED BELOW:**

253 **DUTIES AND OBLIGATIONS OF TRANSACTION BROKER (as required by 339.720.1 and 339.755, RSMo.)**

- 254 1. A real estate licensee may provide real estate service to any party in a prospective transaction without an agency or fiduciary
255 relationship to one or more parties to the transaction. Such licensee shall be called a transaction broker.
- 256 2. A transaction broker shall have the following duties and obligations:
- 257 (1) To perform the terms of any written or oral agreement made with any party to the transaction;
- 258 (2) To exercise reasonable skill, care and diligence as a transaction broker, including but not limited to:
- 259 (a) Presenting all written offers and counteroffers in a timely manner regardless of whether the property is subject to a
260 contract for sale or lease or a letter of intent unless otherwise provided in the agreement entered with the party;
- 261 (b) Informing the parties regarding the transaction and suggesting that such parties obtain expert advice as to material
262 matters about which the transaction broker knows but the specifics of which are beyond the expertise of such broker;
- 263 (c) Accounting in a timely manner for all money and property received;
- 264 (d) To disclose to each party to the transaction any adverse material facts of which the licensee has actual notice or
265 knowledge;
- 266 (e) Assisting the parties in complying with the terms and conditions of any contract;
- 267 (f) The parties to a transaction brokerage transaction shall not be liable for any acts of the transaction broker.
- 268 3. The following information shall not be disclosed by a transaction broker without the informed consent of the party or parties
269 disclosing such information to the broker:
- 270 (1) That a buyer or tenant is willing to pay more than the purchase price or lease rate offered for the property;
- 271 (2) That a seller or landlord is willing to accept less than the asking price or lease rate for the property;
- 272 (3) What the motivating factors are for any party buying, selling or leasing the property;
- 273 (4) That a seller or buyer will agree to financing terms other than those offered;
- 274 (5) Any confidential information about the other party, unless disclosure of such information is required by law, statute, rules or
275 regulations or failure to disclose such information would constitute fraud or dishonest dealing.
- 276 4. A transaction broker has no duty to conduct an independent inspection or investigation for adverse material facts for the parties.
- 277 5. A transaction broker has no duty to conduct an independent investigation of the buyer's financial condition.
- 278 6. A transaction broker may do the following without breaching any obligation or responsibility:
- 279 (1) Show alternative properties not owned by the seller or landlord to a prospective buyer or tenant;
- 280 (2) List competing properties for sale or lease;
- 281 (3) Show properties in which the buyer or tenant is interested to other prospective buyers or tenants;
- 282 (4) Serve as a single agent, subagent or designated agent or broker, limited agent, disclosed dual agent for the same or for different
283 parties in other real estate transactions.
- 284 7. In a transaction broker relationship each party and the transaction broker, including all persons within an entity engaged as the
285 transaction broker if the transaction broker is an entity, are considered to possess only actual knowledge and information. There is no
286 imputation of knowledge or information by operation of law between any party and the transaction broker or between any party and
287 any person within an entity engaged as the transaction broker if the transaction broker is an entity.
- 288 8. A transaction broker may cooperate with other brokers and such cooperation does not establish an agency or subagency relationship.
- 289 9. Nothing in this section prohibits a transaction broker from acting as a single limited agent, dual agent or subagent whether on behalf
290 of a buyer or seller, as long as the requirements governing disclosure of such fact are met.
- 291 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
292 licensee operating under the broker's license.
- 293 11. A transaction broker shall:
- 294 (1) Comply with all applicable requirements of sections [339.710 to 339.860](#), subsection 2 of section [339.010](#) and all rules and
295 regulations promulgated pursuant to such sections; and
- 296 (2) Comply with any applicable federal, state and local laws, rules, regulations and ordinances, including fair housing and civil
297 rights statutes and regulations.
- 298 12. If any licensee who represents another party to the same transaction either solely or through affiliate licensees refuses transaction
299 broker status and wants to continue an agency relationship with both parties to the transaction, such licensee shall have the right to
300 become a designated agent or a dual agent as provided for in sections [339.730 to 339.860](#).
- 301 13. In any transaction a licensee may without liability withdraw from representing a client who has not consented to a conversion to
302 transaction brokerage. Such withdrawal shall not prejudice the ability of the licensee or affiliated licensee to continue to represent the
303 other client in the transaction or limit the licensee from representing the client who refused the transaction brokerage representation in
304 another transaction not involving transaction brokerage.

305 **DUTIES AND OBLIGATIONS OF LIMITED AGENCY (339.730 RSMo).**

- 306 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
307 and obligations:
- 308 (1) To perform the terms of the written agreement made with the client;
- 309 (2) To exercise reasonable skill and care for the client;
- 310 (3) To promote the interests of the client with the utmost good faith, loyalty, and fidelity, including:
- 311 (a) Seeking a price and terms which are acceptable to the client, except that the licensee shall not be obligated to seek additional
312 offers to purchase the property while the property is subject to a contract for sale or to seek additional offers to lease the
313 property while the property is subject to a lease or letter of intent to lease;
- 314 (b) Presenting all written offers to and from the client in a timely manner regardless of whether the property is subject to a
315 contract for sale or lease or a letter of intent to lease;
- 316 (c) Disclosing to the client all adverse material facts actually known or that should have been known by the licensee;
317 and
- 318 (d) Advising the client to obtain expert advice as to material matters about which the licensee knows but the specifics of which
319 are beyond the expertise of the licensee;
- 320 (4) To account in a timely manner for all money and property received;
- 321 (5) To comply with all requirements of sections 339.710 to 339.860, subsection 2 of section 339.100, and any rules and regulations
322 promulgated pursuant to those sections; and
- 323 (6) To comply with any applicable federal, state, and local laws, rules, regulations, and ordinances, including fair housing and civil
324 rights statutes and regulations.
- 325 2. A licensee acting as a seller's or landlord's agent shall not disclose any confidential information about the client unless disclosure is
326 required by statute, rule or regulation or failure to disclose the information would constitute a misrepresentation or unless disclosure is
327 necessary to defend the affiliated licensee against an action of wrongful conduct in an administrative or judicial proceeding or before a
328 professional committee. No cause of action shall arise against a licensee acting as a seller's or landlord's agent for making any required
329 or permitted disclosure.
- 330 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
331 customer all adverse material facts actually known or that should have been known by the licensee. A seller's or landlord's agent owes
332 no duty to conduct an independent inspection or discover any adverse material facts for the benefit of the customer and owes no duty to
333 independently verify the accuracy or completeness of any statement made by the client or any independent inspector.
- 334 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
335 competing properties for sale or lease without breaching any duty or obligation to the client.
- 336 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
337 compensated as subagents. Any designated broker acting as a subagent on the seller's or landlord's behalf shall be a limited agent with
338 the obligations and responsibilities set forth in subsections 1 to 4 of this section.
- 339 **MINIMUM BROKERAGE SERVICES (as required by 339.780.7 RSMo).**
- 340 Pursuant to Missouri Law, Broker, through its designated broker and/or through one or more affiliated licensees, shall provide, at a
341 minimum, the following services:
- 342 1. Accepting delivery of and presenting to the client or customer offers and counteroffers to buy, sell, or lease the client's or customer's
343 property or the property the client or customer seeks to purchase or lease;
- 344 2. Assisting the client or customer in developing, communicating, negotiating and presenting offers, counteroffers and notices that
345 relate to the offers and the counteroffers until a lease or purchase agreement is signed and all contingencies are satisfied or waived;
346 and
- 347 3. Answering the client's or customer's questions relating to the offers, counteroffers, notices, and contingencies.

This document has legal consequences.
If you do not understand it, consult your attorney.
The text of this form may not be altered in any manner
without written acknowledgment of all parties.

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Form # 2169 01/25

TRANSACTION BROKERAGE LISTING CONTRACT (EXCLUSIVE RIGHT TO SELL)

1 (Note: Transaction Brokers may have limited duties and obligations to buyer or seller under Missouri state statute. Please refer to and
2 read Relevant Aspects of Missouri Real Estate Law as set forth following the parties' signatures below.)

3 _____, the owner of record (hereinafter referred to
4 as "Owner") in the municipality of _____ (if incorporated), County of _____,
5 Missouri, known as and numbered _____
6 _____ (legal description to govern), hereby appoints
7 Listing Brokerage _____ (hereinafter referred to as "Broker")
8 as sole and exclusive agent with the exclusive right to market and sell or exchange this property upon the below terms and conditions.
9 The term Broker shall refer to the transaction brokerage listing the property and any affiliated licensee throughout this agreement. Owner
10 represents that they have the legal right to make an absolute sale of this property.

11 TERM

12 This Contract begins on the Effective Date and ends at 11:59 p.m. on _____, together with any written extension
13 thereof ("Expiration Date"). The "Effective Date" shall be the date of final acceptance thereof, as indicated by the date adjacent to the
14 signature of the last party to sign this Contract or (specify if otherwise) _____.

15 LISTING PRICE

16 The listing price for this property shall be \$ _____ ("Listing Price").

17 COMPENSATION FOR SERVICES

18 **Note: The amount of compensation is not set by law. Compensation is set by each broker and is negotiable, subject to individual**
19 **broker policy.**

20 If, during the Term of this Brokerage Contract, Broker presents an offer to purchase the property from a ready, willing, and able buyer
21 at the Listing Price, or if Owner enters into a contract or receives an offer that results in a contract for the sale or exchange of the property
22 at any price and upon any terms to which Owner consents, Owner shall be obligated to pay compensation as follows:

23 **Listing Broker Compensation:** _____ (%) of the purchase price (\$0 if none stated), \$ _____ as a flat amount (\$0 if
24 none stated), AND Other: (describe) _____
25 _____ (N/A if left blank).

26 **Unrepresented Buyer.** In the event buyer is not represented by a broker, Listing Broker Compensation (check one)

- 27 shall remain the same as the amount listed under Listing Broker Compensation OR
28 shall be modified as follows _____% of the sales price, AND \$ _____.

29 **Additional Listing Broker Compensation.** Owner agrees to pay Broker additional compensation of \$ _____ (\$0 if none stated).
30 This additional compensation (check one) Shall OR Shall Not be credited against any other compensation owed by Owner to
31 Broker and shall be due and payable to Broker on (if applicable, check one):

- 32 the Effective Date of this Listing Contract, regardless of whether or not a ready, willing, and able buyer is procured, and which shall
33 be deemed earned upon receipt.
34 only if and on the same date that the other compensation above provided for is payable.

35 The compensation amount shall be determined by the total purchase or exchange price without reduction for any other charges (i.e.,
36 closing adjustments, points, liens, mortgages, compensation, etc.). Owner agrees that such compensation shall be paid if the property is
37 sold, exchanged, or otherwise transferred by Owner within _____ days (0 days if left blank) following the Term of this
38 Contract or any extensions thereof ("Protection Period") to anyone to whom the property was presented during the Term of this Contract,
39 provided Owner has received by the Expiration Date written notice of the names of said prospects, or the names of Broker and affiliated
40 licensees representing such prospects. No compensation is owed if Owner enters into a bona fide listing agreement with another licensed
41 real estate broker and Owner pays that broker compensation on that transaction.

42 Unless otherwise stated, all compensation owed under this agreement is to be paid at closing, which in the case of a sale on contract for
43 deed shall be at the time buyer and Owner execute the initial contract or agreement for deed.

Initials of Seller to acknowledge they have read this page _____ / _____

44 **Broker Assisting Buyer.** Owner acknowledges that Broker is authorized to cooperate with other brokers and any affiliated licensees in
45 Broker's firm acting pursuant to any other brokerage relationship as defined by 339.710 to 339.860 RSMo, including but not limited to
46 buyer's agents, subagents, and/or transaction brokers ("Selling Broker"). In addition to the Listing Broker Compensation listed above,
47 Owner acknowledges buyer may request Owner to compensate some or all of Selling Broker's compensation. **Owner has no obligation**
48 **to pay Selling Broker's compensation. Selling Broker compensation is negotiable and will be determined by a ratified sale**
49 **contract between Owner and buyer.** Owner acknowledges that a Selling Broker may represent the interest of buyers only. (Check
50 one):

- 51 Owner authorizes Broker to disclose and market Owner's willingness to compensate Selling Broker.
52 Owner does not authorize Broker to disclose and market Owner's willingness to compensate Selling Broker
53 Owner authorizes escrow agent to pay the Selling Broker's compensation directly to Selling Broker at closing.

54 **Note: Owner acknowledges that sale contract offers and compensation agreement(s) may contain terms to compensate the**
55 **Broker assisting the buyer. Owner understands the provisions of this section and agrees that the election made in this section is**
56 **made solely by Owner.**

57 **Owner Concessions**

58 Owner concessions is a payment from Owner towards buyer's charges and closing costs (e.g., loan origination fees, discount points,
59 buy-down or subsidy fees, prepaids, Selling Broker's fees, or other charges, as allowed by lender(s)).

- 60 Owner authorizes Broker to disclose and market Owner's willingness to consider concessions.
61 Owner does not authorize Broker to disclose and market Owner's willingness to consider concessions.

62 **TRANSACTION BROKERAGE AS STARTING POINT**

63 Pursuant to this Listing Contract, Broker will initially be acting in the capacity of a transaction broker, with the duties and obligations
64 of a transaction broker under Missouri law as set forth following the parties' signatures below. However, Owner acknowledges that
65 from time to time, a prospective buyer may engage Broker to act in one of several possible capacities with respect to that buyer,
66 depending on what brokerage relationships are permitted by Broker's company policy. If the buyer will not consent to transaction
67 brokerage, Broker may need to act as an agent to allow a transaction with Owner to proceed. Under various circumstances, Missouri
68 law may permit or require a conversion of Broker's brokerage relationship with Owner to a different brokerage relationship. Any
69 conversion to a different brokerage relationship shall only be made upon Owner's written consent, as required by rule or regulation.

70 **DESIGNATED AGENT OF TRANSACTION BROKER**

71 If, as authorized by Missouri law, Broker policy authorizes its affiliated licensees to act as Designated Agent of the Broker,
72 _____ is appointed as Owner's Designated Agent. In the event
73 the Designated Agent is not available at any given time, any of the following agents affiliated with the Broker are hereby appointed to
74 represent Owner without further notice: *(If a Designated Agent is appointed, the Designated Broker must sign this listing agreement as*
75 *authorized agent.)* _____
76 _____

77 **PREVIOUS REPRESENTATION**

78 Owner understands that Broker may have previously represented a buyer who is interested in the property. During that representation,
79 Broker may have learned material information about the buyer that is considered confidential. Under the law, Broker may not disclose
80 any such confidential information to Owner.

81 **BUYERS REPRESENTATIVE**

82 Owner acknowledges that prospective buyers may elect to employ the services of a Designated Agent as their own broker. Owner also
83 acknowledges that from time to time, a prospective buyer may engage Broker to act in one of several possible capacities with respect to
84 that buyer, depending on what brokerage relationships are permitted by Broker's company policy.

85 **HOME WARRANTY**

86 Owner acknowledges the availability of home warranty protection plans and agrees to *(check one)*:

- 87 Offer a warranty plan
88 Not offer a warranty plan
89 Consider a warranty plan at a later date

90 **DISCLOSURE AUTHORIZATIONS**

91 Offers. Owner Does OR Does Not *(check one)* permit Broker to disclose the existence of offers on the property.

92 Terms. Owner Does OR Does Not *(check one)* permit Broker to disclose the terms of offers on the property; provided, however,
93 that Broker is permitted to disclose such terms as may be required by the MLS, applicable brokerage laws, or Broker's policy.

94 **BROKER ROLE**

95 Broker is not an expert in law, tax, financing, surveying, structural, mechanical conditions, hazardous materials, environmental risks,
96 engineering, or other specialized topics. Broker strongly encourages contacting the appropriate professional if questions or concerns
97 exist.

98 **PROPERTY ACCESS AND KEY BOX SYSTEM**

99 Owner Does OR Does Not (check one) permit Broker to place a key box on the property.
100 If authorized above, Owner permits Broker to place a key box on the property, a locked container that holds a key(s) to the property and
101 enables access to the property at reasonable times to facilitate the showing and sale or exchange of the property. In its sole discretion,
102 Broker may grant unaccompanied access to its affiliated licensees and other Subscribers of the St. Louis Area Regional Key Box System
103 ("System"). Owner shall, without limitation, indemnify and hold harmless Broker and Subscribers, the key box manufacturer, and the
104 key box distributor/service center against and from any actions, suits, costs, expenses, damages, and liabilities, including attorney's fees
105 arising out of, connected with or resulting from the use of a key box. Owner shall not, however, indemnify, or hold System Subscribers
106 harmless for claims arising out of the intentional or negligent acts of the Subscribers.

107 NOTE: Subscribers to the St. Louis Area Regional Key Box System could include but are not limited to Broker and their affiliated
108 licensees, appraisers, inspectors, lenders, surveyors, home stagers, etc. ("Subscribers")

109 **SPECIAL AGREEMENTS** (none if left blank)

110 _____
111 _____
112 _____
113 _____
114 _____

115 **OWNER RESPONSIBILITY TO DISCLOSE**

116 Owner represents that, except as noted on the Seller's Disclosure Statement or otherwise in writing:
117 1) Owner knows of no actual or proposed special subdivision or condominium assessments.
118 2) Owner knows of no structural or other material defects or material facts that adversely affect the value of the property.
119 3) All of the property's mechanical elements and the appliances sold herewith are in proper working condition or will be restored to
120 proper working condition as of the date of closing. This representation shall not be construed to be a warranty of condition but shall
121 constitute the Owner's opinion.
122 4) Owner will fully and promptly disclose in writing any new or material information pertaining to the property that is discovered at
123 any time prior to closing.

124 **OWNER AGREES**

- 125 1) To cooperate with Broker to facilitate the showing, marketing, and sale of the property.
- 126 2) Not to lease the property during this listing without Broker's prior written approval.
- 127 3) To refer to the Broker any offer or inquiry regarding the property which may be received by the Owner during the Term of this
128 Contract.
- 129 4) To leave all utilities on through the day of closing in order to facilitate showings, inspections, and the buyer's final walk-through
130 of the property unless otherwise agreed to or disclosed in writing.
- 131 5) To remove or secure and (if Owner desires) insure all property and valuables (including but not limited to firearms, money,
132 medicine, and jewelry) to assume the risk for any vandalism, theft, or damage of any kind.
- 133 6) To maintain the property in good repair through the date of closing.
- 134 7) To allow Broker to assist prospective buyers authorized by Broker to have access to the property at all reasonable times to show
135 the property to such prospects.
- 136 8) To promptly furnish the Broker with a copy of any available survey report.
- 137 9) To advise Broker if there is a likelihood that Owner's net sale proceeds will be insufficient to pay off at closing, all loans secured
138 by the property plus liens and closing costs. If Owner is unable to bring additional monies to closing to pay off the remaining loan
139 balances in order to close, the Form #2175 (Short Sale Supplement to the Listing Contract) shall be attached.
- 140 10) To fully and promptly disclose in writing any new material information pertaining to the property that is discovered at any time
141 prior to closing.

142 **OWNER AUTHORIZES BROKER AND THEIR AFFILIATED LICENSEES TO**

- 143 1) Use all reasonable and recognized professional practices including, but not limited to, association and cooperation with other
144 brokers, provided that such association and cooperation is subject to the other provisions in this form and is not limited or
145 conditioned to the retaining of or payment by Owner to a broker, and the right to submit the property to any Multiple Listing Service,
146 the Internet, and any other medium, and provide timely notice of status changes and to provide sales data information, including
147 the final sale price, to the MLS and its members;
- 148 2) Use the undersigned Owner's name and property information for advertising and in trade papers in connection with this transaction;

- 149 3) Place a suitable sign on the property, if allowed by law;
150 4) Obtain, at Owner's expense, any documentation or certification that may be required in order to comply with any applicable statutes
151 or local ordinances; and,
152 5) Initiate a title examination of the property on behalf of the Owner.

153 **OWNER ACKNOWLEDGES**

- 154 1) Having read the "Broker Assisting Buyer" section above, that Owner understands the provisions of that section and agrees that the
155 election made in that section is made solely by the Owner.
156 2) Having read the "Owner Concessions" section above, that Owner understands the provisions of that section and agrees that the
157 election made in that section is made solely by the Owner.
158 3) Having read the "Duties and Obligations of Limited Agency" and "Transaction Duties and Obligations" provisions outlined below;
159 4) This agreement does not create an agency relationship, and the Broker is acting as a transaction broker; and,
160 5) That under Chapter 429 of the Missouri Revised Statutes, if Owner has contracted with anyone for the provision of work, labor, or
161 materials for the property, Owner may be required to post and record a "notice of intended sale" at least 45 days before the earliest
162 date on which the Owner intends to close, in order to assure that the Owner can deliver clear title at closing; if work labor or
163 materials have been provided, Owner should seek legal advice to comply with this law.

164 **PHOTOGRAPHS AND INTERNET ADVERTISING**

- 165 1. Owner agrees that Broker may photograph or otherwise electronically capture images of the exterior and, if authorized, interior of the
166 Property ("Images") for static and/or virtual tours of the Property by buyers and others for use on Broker's website, the MLS, and other
167 marketing materials and sites. Owner acknowledges that once Images are placed on the Internet, neither Broker nor Owner has control
168 over who can view such Images, what use viewers may make of the Images, or how long such Images may remain available on the
169 Internet. Owner further assigns any rights in all Images to the Broker and agrees that such Images are the property of Broker and that
170 Broker may use such Images for advertising, including post sale and for Broker's business in the future.
171 **Owner Does OR Does Not (check one) authorize interior images.**
172 2. Owner acknowledges that prospective buyers and/or other persons coming onto the property may take photographs, videos or other
173 images of the property. Owner understands that Broker does not have the ability to control or block the taking and use of Images by any
174 such persons. Owner acknowledges that unauthorized persons may take images who do not have access to or have not read any limiting
175 instruction in the MLS or take images regardless of any limiting instruction in the MLS. Once Images are taken and/or put into electronic
176 display on the Internet or otherwise, neither Broker nor Owner has control over who views such Images nor what use viewers may make
177 of the Images.

178 **SURVEILLANCE/RECORDING**

179 Notice to Owner regarding recordings within the property

180 Owner has been advised to remove any items of a personal nature that Owner does not want to be photographed, recorded, or transmitted
181 (including but not limited to family photos, paperwork, and other personally identifiable information). Owner hereby releases and
182 indemnifies Broker and employees from any liability which may result from any recording or transmitting in the property.

183 In the event Owner has a recording system in the Owner's property that records or transmits audio, Owner understands that recording
184 or transmitting the audio of prospective buyers may result in violation of state or federal wiretapping laws. Owner hereby releases and
185 indemnifies Broker, and employees from any liability which may result from any recording or transmitting in the property.

186 **SMART TECHNOLOGY PRIVACY CONCERNS**

187 If the property contains any smart technology, Owner should prioritize privacy and security by resetting and unlinking all devices,
188 including hubs, cameras, locks, and thermostats. Owner should also clear recorded data, change access codes, and uninstall associated
189 apps. Additionally, Owner should reset any Wi-Fi password (if applicable) to prevent lingering access. Owner should also delete
190 automation scenes and refer to user manuals for specific instructions to ensure a fresh start for new owners, safeguarding Owner's
191 personal information and the security of the property. Owner hereby releases and indemnifies Broker, and employees from any liability
192 resulting from the existence or use of such systems before or after closing.

193 **NON-DISCRIMINATION**

194 The parties understand and agree that it is illegal for either of the parties to refuse to display or sell Owner's property to any person on
195 the basis of race, color, religion, sex, disability, familial status, national origin, ancestry, sexual orientation, or gender identity. The
196 parties agree to comply with all applicable federal, state, and local fair housing laws.

197 **REMEDIES**

198 If Owner breaches this Listing Contract or it becomes necessary for Broker to retain an attorney to enforce any of the terms hereof, then
199 without limiting any other right or remedy hereunder or otherwise available at law or inequity, Broker shall be entitled to recover all
200 costs and expenses of litigation incurred, including but not limited to court costs and reasonable attorney fees. The provisions of this
201 paragraph shall survive the expiration or any earlier expiration of this Listing Contract.

202 **INDEMNIFICATION**

203 Owner agrees to save and hold Broker harmless from all claims, disputes, litigation, judgments, and costs (including reasonable
204 attorney’s fees) arising from Seller’s breach of this Contract, from any incorrect information or misrepresentation supplied by Owner or
205 from any material facts, including latent defects, that are known to Owner that Owner fails to disclose.

206 **MODIFICATION OF THIS CONTRACT**

207 No modification of any of the terms of this Contract shall be valid and binding upon the parties or entitled to enforcement unless such
208 modification has first been reduced to writing and signed by the parties.

209 **FRANCHISE DISCLOSURE**

210 If Broker is a member of a franchise, the franchisor is not responsible for the acts of said Broker.

211 **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT (FIRPTA).**

212 Owner represents that Owner Is OR Is Not (check one) a “foreign person” as described in the Foreign Investment in Real Property
213 Tax Act (“FIRPTA”), 26 USC §1445. A “foreign person” is a nonresident alien individual or foreign corporation that has not made an
214 election to be treated as a domestic corporation, foreign partnership, trust, or estate. It does not include a US citizen or resident alien
215 individual. If Owner is a foreign person as defined in FIRPTA, then (among other things) mandatory withholding of funds from the sale
216 proceeds may be required. Due to the complexity and potential risks of FIRPTA, Owner should seek legal and tax advice regarding
217 compliance, particularly if an exception is claimed to apply or to be relied upon.

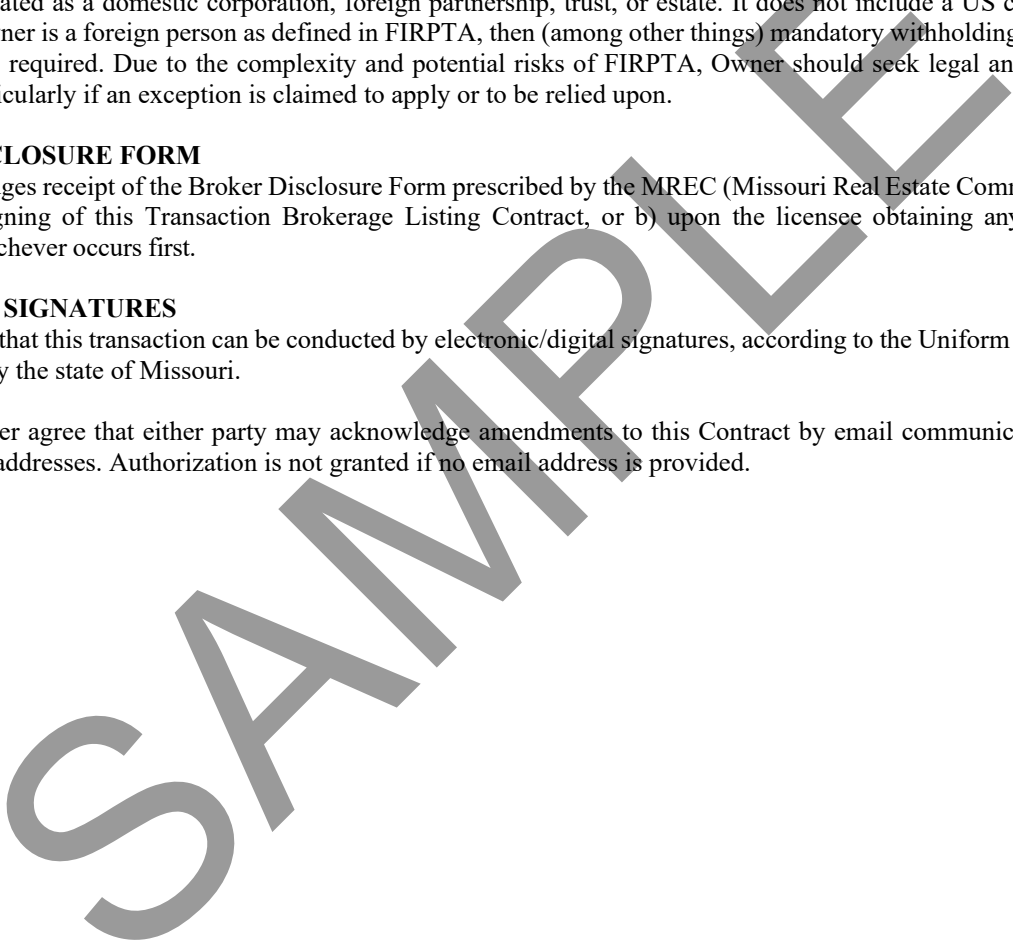
218 **BROKER DISCLOSURE FORM**

219 Seller acknowledges receipt of the Broker Disclosure Form prescribed by the MREC (Missouri Real Estate Commission) by either a) on
220 or before the signing of this Transaction Brokerage Listing Contract, or b) upon the licensee obtaining any personal or financial
221 information, whichever occurs first.

222 **ELECTRONIC SIGNATURES**

223 All parties agree that this transaction can be conducted by electronic/digital signatures, according to the Uniform Electronic Transaction
224 Act as adopted by the state of Missouri.

225 Owner and Broker agree that either party may acknowledge amendments to this Contract by email communications from one of the
226 following email addresses. Authorization is not granted if no email address is provided.



228 _____
 229 OWNER SIGNATURE DATE OWNER SIGNATURE DATE

230 _____
 231 Owner Printed Name Owner Printed Name

232 _____
 233 Owner Current Address Owner Current Address

234 _____
 235 Owner City, State, Zip Owner City, State, Zip

236 _____
 237 Owner Email Address Owner Email Address

238 _____
 239 Owner Phone Owner Phone

240
 241 Check box to indicate if Owner is using an Additional Signature Rider Form 2051, in which case, an additional signature page is
 242 required for each separate rider, addendum amendment, or other related document.
 243

244 _____
 245 BROKER (Company) AUTHORIZED AGENT SIGNATURE DATE

246 _____
 247 Authorized Agent Printed Name

248 _____
 249 Authorized Agent Email

250 _____
 251 BROKER SIGNATURE DATE Broker Printed Name
(if required by company policy or the practice of Designated Agency)

SAMPLE

252 **RELEVANT ASPECTS OF MISSOURI REAL ESTATE LAW ARE REFERENCED BELOW:**

253 **DUTIES AND OBLIGATIONS OF TRANSACTION BROKER (as required by 339.720.1 and 339.755, RSMo.)**

- 254 1. A real estate licensee may provide real estate service to any party in a prospective transaction without an agency or fiduciary
255 relationship to one or more parties to the transaction. Such licensee shall be called a transaction broker.
- 256 2. A transaction broker shall have the following duties and obligations:
- 257 (1) To perform the terms of any written or oral agreement made with any party to the transaction;
- 258 (2) To exercise reasonable skill, care and diligence as a transaction broker, including but not limited to:
- 259 (a) Presenting all written offers and counteroffers in a timely manner regardless of whether the property is subject to a
260 contract for sale or lease or a letter of intent unless otherwise provided in the agreement entered with the party;
- 261 (b) Informing the parties regarding the transaction and suggesting that such parties obtain expert advice as to material
262 matters about which the transaction broker knows but the specifics of which are beyond the expertise of such broker;
- 263 (c) Accounting in a timely manner for all money and property received;
- 264 (d) To disclose to each party to the transaction any adverse material facts of which the licensee has actual notice or
265 knowledge;
- 266 (e) Assisting the parties in complying with the terms and conditions of any contract;
- 267 (f) The parties to a transaction brokerage transaction shall not be liable for any acts of the transaction broker.
- 268 3. The following information shall not be disclosed by a transaction broker without the informed consent of the party or parties
269 disclosing such information to the broker:
- 270 (1) That a buyer or tenant is willing to pay more than the purchase price or lease rate offered for the property;
- 271 (2) That a seller or landlord is willing to accept less than the asking price or lease rate for the property;
- 272 (3) What the motivating factors are for any party buying, selling or leasing the property;
- 273 (4) That a seller or buyer will agree to financing terms other than those offered;
- 274 (5) Any confidential information about the other party, unless disclosure of such information is required by law, statute, rules or
275 regulations or failure to disclose such information would constitute fraud or dishonest dealing.
- 276 4. A transaction broker has no duty to conduct an independent inspection or investigation for adverse material facts for the parties.
- 277 5. A transaction broker has no duty to conduct an independent investigation of the buyer's financial condition.
- 278 6. A transaction broker may do the following without breaching any obligation or responsibility:
- 279 (1) Show alternative properties not owned by the seller or landlord to a prospective buyer or tenant;
- 280 (2) List competing properties for sale or lease;
- 281 (3) Show properties in which the buyer or tenant is interested to other prospective buyers or tenants;
- 282 (4) Serve as a single agent, subagent or designated agent or broker, limited agent, disclosed dual agent for the same or for different
283 parties in other real estate transactions.
- 284 7. In a transaction broker relationship each party and the transaction broker, including all persons within an entity engaged as the
285 transaction broker if the transaction broker is an entity, are considered to possess only actual knowledge and information. There is no
286 imputation of knowledge or information by operation of law between any party and the transaction broker or between any party and
287 any person within an entity engaged as the transaction broker if the transaction broker is an entity.
- 288 8. A transaction broker may cooperate with other brokers and such cooperation does not establish an agency or subagency relationship.
- 289 9. Nothing in this section prohibits a transaction broker from acting as a single limited agent, dual agent or subagent whether on behalf
290 of a buyer or seller, as long as the requirements governing disclosure of such fact are met.
- 291 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
292 licensee operating under the broker's license.
- 293 11. A transaction broker shall:
- 294 (1) Comply with all applicable requirements of sections [339.710 to 339.860](#), subsection 2 of section [339.010](#) and all rules and
295 regulations promulgated pursuant to such sections; and
- 296 (2) Comply with any applicable federal, state and local laws, rules, regulations and ordinances, including fair housing and civil
297 rights statutes and regulations.
- 298 12. If any licensee who represents another party to the same transaction either solely or through affiliate licensees refuses transaction
299 broker status and wants to continue an agency relationship with both parties to the transaction, such licensee shall have the right to
300 become a designated agent or a dual agent as provided for in sections [339.730 to 339.860](#).
- 301 13. In any transaction a licensee may without liability withdraw from representing a client who has not consented to a conversion to
302 transaction brokerage. Such withdrawal shall not prejudice the ability of the licensee or affiliated licensee to continue to represent the
303 other client in the transaction or limit the licensee from representing the client who refused the transaction brokerage representation in
304 another transaction not involving transaction brokerage.

305 **DUTIES AND OBLIGATIONS OF LIMITED AGENCY (339.730 RSMo).**

- 306 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
307 and obligations:
- 308 (1) To perform the terms of the written agreement made with the client;
 - 309 (2) To exercise reasonable skill and care for the client;
 - 310 (3) To promote the interests of the client with the utmost good faith, loyalty, and fidelity, including:
 - 311 (a) Seeking a price and terms which are acceptable to the client, except that the licensee shall not be obligated to seek additional
312 offers to purchase the property while the property is subject to a contract for sale or to seek additional offers to lease the
313 property while the property is subject to a lease or letter of intent to lease;
 - 314 (b) Presenting all written offers to and from the client in a timely manner regardless of whether the property is subject to a
315 contract for sale or lease or a letter of intent to lease;
 - 316 (c) Disclosing to the client all adverse material facts actually known or that should have been known by the licensee;
317 and
 - 318 (d) Advising the client to obtain expert advice as to material matters about which the licensee knows but the specifics of which
319 are beyond the expertise of the licensee;
 - 320 (4) To account in a timely manner for all money and property received;
 - 321 (5) To comply with all requirements of sections 339.710 to 339.860, subsection 2 of section 339.100, and any rules and regulations
322 promulgated pursuant to those sections; and
 - 323 (6) To comply with any applicable federal, state, and local laws, rules, regulations, and ordinances, including fair housing and civil
324 rights statutes and regulations.
- 325 2. A licensee acting as a seller's or landlord's agent shall not disclose any confidential information about the client unless disclosure is
326 required by statute, rule or regulation or failure to disclose the information would constitute a misrepresentation or unless disclosure is
327 necessary to defend the affiliated licensee against an action of wrongful conduct in an administrative or judicial proceeding or before a
328 professional committee. No cause of action shall arise against a licensee acting as a seller's or landlord's agent for making any required
329 or permitted disclosure.
- 330 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
331 customer all adverse material facts actually known or that should have been known by the licensee. A seller's or landlord's agent owes
332 no duty to conduct an independent inspection or discover any adverse material facts for the benefit of the customer and owes no duty to
333 independently verify the accuracy or completeness of any statement made by the client or any independent inspector.
- 334 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
335 competing properties for sale or lease without breaching any duty or obligation to the client.
- 336 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
337 compensated as subagents. Any designated broker acting as a subagent on the seller's or landlord's behalf shall be a limited agent with
338 the obligations and responsibilities set forth in subsections 1 to 4 of this section.
- 339 **MINIMUM BROKERAGE SERVICES (as required by 339.780.7 RSMo).**
- 340 Pursuant to Missouri Law, Broker, through its designated broker and/or through one or more affiliated licensees, shall provide, at a
341 minimum, the following services:
- 342 1. Accepting delivery of and presenting to the client or customer offers and counteroffers to buy, sell, or lease the client's or customer's
343 property or the property the client or customer seeks to purchase or lease;
 - 344 2. Assisting the client or customer in developing, communicating, negotiating and presenting offers, counteroffers and notices that
345 relate to the offers and the counteroffers until a lease or purchase agreement is signed and all contingencies are satisfied or waived;
346 and
 - 347 3. Answering the client's or customer's questions relating to the offers, counteroffers, notices, and contingencies.



Contracts and Forms

Valid Form Guide – January 1, 2025

UPDATED January 1, 2025

FORM#	FORM NAME	FORM DATE & STATUS	COMPARISON CHART
2039	Protect Your Family LBP Brochure	03/21 Valid	03/21 vs. 07/18
2043	Special Sale Contract	01/25 Valid Version dated 10/24 will expire on June 30, 2025	01/25 vs. 10/24
2045	Notification Regarding Contingency for Sale & Closing of Buyer's Property	01/20 Valid (online only)	01/20 vs. 08/03
2046	Appraisal Rider	01/23 Valid	01/23 vs. 01/20
2047	Listing Contract (Limited Agency)	01/25 Valid Version dated 10/24 will expire on June 30, 2025	01/25 vs. 10/24
2047a	Transaction Brokerage Addendum to Listing Contract	07/24 Valid	07/24 vs. 01/20
2047b	Lease Addendum to the Listing Contract	Withdrawn as of July 1, 2024	N/A
2048	Residential Rental Listing Contract	10/24 Valid	10/24
2049	Disclosure of Information and Acknowledgement of Lead Based Paint &/or Lead Based Paint Hazards	07/24 Valid	07/24 vs. 01/20
2050	Listing Contract Settlement Disclosure	07/24 Valid	07/24
2051	Additional Signature Page	NEW 01/25 Valid	01/25
2059	Condominiums, Villas or Similar Lifestyle Communities	01/20 Valid	01/20 vs. 03/07
2060	Inspections Contingency Brochure	01/20 Valid (online only)	01/20 vs. 07/13
2062	Title & Survey Contingency Explanation Brochure	01/20 Valid (online only)	01/20 vs. 01/14



FORM# FORM NAME FORM DATE & STATUS COMPARISONCHART

2083	An Overview of the Home Buying & Selling Process Brochure	01/20 Valid (online only)	01/20 vs. 07/13
2085	Lockbox Authorization & Tenant Privacy Release (Formerly Lockbox Authorization)	07/24 Valid (online only)	07/24 vs. 01/21
2089	Amendment to The Sale Contract	10/24 Valid	10/24 vs. 07/24
2090	Residential Sale Contract	01/25 Valid Version dated 10/24 will expire on June 30, 2025	01/25 vs. 10/24
2091	Seller's Disclosure Statement	01/25 Valid Version dated 01/20 will expire on June 30, 2025	01/25 vs. 01/20
2091a	Seller's Disclosure Statement Addendum	01/20 Valid	01/20 vs. 06/07
2092	Contingency For Sale and Closing Of Buyer's Property	01/20 Valid	01/20 vs. 01/19
2092a	Contingency For Closing Of Buyer's Property	01/20 Valid	01/20 vs. 09/15
2094	Possession by Buyer Prior to Closing	01/20 Valid	01/20 vs. 11/08
2095	Possession by Seller After Closing	01/20 Valid	01/20 vs. 11/08
2096	Rental Property Rider	01/20 Valid (online only)	01/20 vs. 01/17
2096a	Rental Property Verification	01/20 Valid (online only)	01/20 vs. 01/14
2096b	Notice to Tenants	01/20 Valid (online only)	01/20 vs. 01/14
2098	Deposit Addendum	01/20 Valid	01/20 vs. 05/04
2099	Limited Purpose Entry by Buyer Prior to Closing	01/20 Valid (online only)	01/20 vs. 05/99
2105	Contingency on Buyer's Assumption of Existing Note & Deed of Trust	01/24 Valid (online only)	01/24 vs. 01/20



FORM#	FORM NAME	FORM DATE & STATUS	COMPARISONCHART
2107	Commission Agreement	07/24 Valid	07/24 vs. 01/20
2108	Cooperative Compensation Disclosure	Withdrawn as of 10/15/24	N/A
2109	Broker Compensation Rider	10/24 Valid	10/24
2118	Residential Lease	01/25 Valid	01/25 vs. 07/23
2118a	Amendment to Residential Lease	01/20 Valid (online only)	01/20 vs. 01/15
2119	Pre-1978 Housing Rental and Leases Disclosure of Information Lead Based Paint and/or Lead Based Paint Hazards	07/24 Valid	07/24 vs. 01/20
2120	Back-Up Contract Rider	01/21 Valid	01/21 vs. 01/20
2120A	Back-Up Contract Notice	01/21 Valid	01/21
2124	Buyer's Non-Exclusive Agency Contract	01/25 Valid Version dated 10/24 will expire June 30, 2024	01/25 vs. 10/24
2125	Buyers/Exclusive Agency Contract	01/25 Valid Version dated 10/24 will expire on June 30, 2025	01/25 vs. 10/24
212(4)(5)(7)(8)a	Buyer's Agreement Amendment	07/24 Valid	07/24 vs. 01/20
2126	Condominium Supplement to Listing contract	01/20 Valid	01/20 vs. 07/12
2127	Buyer's Exclusive Transaction Brokerage Contract	01/25 Valid Version dated 10/24 will expire on June 30, 2024	01/25 vs. 10/24
2128	Buyer's Non-Exclusive Transaction Brokerage Contract	01/25 Valid Version dated 10/24 will expire on June 30, 2025	01/25 vs. 10/24
2129	Inspection Notice	01/23 Valid	01/23 vs. 01/20
2135fha	FHA Loan Provision Rider	01/20 Valid	01/20 vs. 09/15
2135va	VA Loan Provision Rider	01/23 Valid	01/23 vs. 01/20
2136	Escrow Agreement	01/20 Valid	01/20 vs. 01/05



FORM#	FORM NAME	FORM DATE & STATUS	COMPARISONCHART
2140	Title And Survey Work Order Form	01/20 Valid	01/20 vs. 01/14
2141	Condominium Resale Certificate	01/20 Valid	01/20 vs. 08/99
2141a	Villas Or Similar Lifestyle Communities Resale Information	01/20 Valid	01/20 vs. 07/16
2142	Authorization to Show, Buyers Agent	07/24 Valid	07/24 vs. 04/21
2142tb	Authorization To Show, Transaction Brokerage	07/24 Valid	07/24 vs. 04/21
2143	Review of Indentures/Restrictive Covenants Rider	01/20 Valid	01/20 vs. 10/04
2150	Missouri Broker Disclosure Form	11/08 Valid	
2158	Mutual Release	01/20 Valid	01/20 vs. 01/19
2159	Buyer/Tenant Acknowledgment	01/20 Valid (online only)	01/20 vs. 09/99
2161	Relationship Disclosure Addendum To Residential Lease	01/20 Valid	01/20 vs. 01/18
2162	Relationship Disclosure Addendum to Purchase Agreement	01/20 Valid	01/20 vs. 01/18
2164	Sale Contract Counteroffer	01/20 Valid	01/20 vs. 07/12
2165	Septic/Well Addendum To Seller's Disclosure Statement	01/20 Valid	01/20 vs. 12/09
2167	Title and Survey Notice	01/20 Valid	01/20 vs. 06/10
2168	Listing Contract Amendment	01/20 Valid	01/20 vs. 07/12
2169	Transaction Brokerage Listing Contract	01/25 Valid Version dated 10/24 will expire on June 30, 2025	01/25 vs. 10/24
2175	Short Sale Supplement to the Listing Contract	01/20 Valid (online only)	01/20 vs. 02/08
2176	Short Sale Rider to the Sale Contract	01/20 Valid (online only)	01/20 vs. 05/08
2177	Authorization to Release Information	01/20 Valid (online only)	01/20 vs. 02/08
2180	Pool/Spa/Pond/Lake Addendum To Seller's Disclosure Statement	01/20 Valid (online only)	01/20 vs. 07/13



FORM#	FORM NAME	FORM DATE & STATUS	COMPARISONCHART
2181	Final Walk-Through Notice	01/20 Valid (online only)	01/20 vs. 01/13
2182a	Seller's Inspection Authorization	01/20 Valid (online only)	01/20 vs. 07/13
2182b	Buyer's Inspection Authorization	01/20 Valid (online only)	01/20 vs. 07/13
2184	Special Sale Inspection Rider	01/20 Valid (online only)	01/20 vs. 07/13
2185a	Mechanic Lien Risk and Forms	01/20 Valid	01/20
2185b	Notice of Intended Sale (NOIS)	Valid	NO VERSION #

Valid Forms: Forms that are currently approved for use as part of the standard form library of the St. Louis REALTORS®.

Withdrawn Forms: A dated version of a form that is no longer approved for use and has been removed from the standard form library of the St. Louis REALTORS®. Use of withdrawn forms is in violation of the copyright; it is a violation of the Missouri law to use forms for which the approval has been withdrawn, and the St. Louis Association will not defend the use of withdrawn forms. Generally, E&O insurance policies require the use of approved forms.