



Contract Changes – Effective October 1, 2024

NOTE: These contracts are **not to be used before October 1, 2024!**

Old versions to be discontinued – Effective October 1, 2024

Revised

Form #2043 (Special Sale Contract) *(pp 2-16)*

Form #2047 (Listing Agency Contract) *(pp 17-33)*

Form #2089 (Amendment to Sale Contract) *(pp 34-36)*

Form #2090 (Residential Sale Contract) *(pp 37-55)*

Form #2124 (Buyer Non-Exclusive Agency Contract) *(pp 56-67)*

Form #2125 (Buyer's Exclusive Agency Contract) *(pp 68-80)*

Form #2127 (Buyer's Exclusive Transaction Brokerage Contract) *(pp 81-93)*

Form #2128 (Buyer's Non-Exclusive Transaction Brokerage Contract) *(pp 94-106)*

Form #2169 (Transaction Brokerage Listing Contract – Exclusive Right to Sell) *(pp 107-123)*

New

Form #2109 (Broker Compensation Rider) *(p 124)*

Retired

Form #2108 (Cooperative Compensation Disclosure)

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

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

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

5. CLOSING AND POSSESSION.

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

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

6. TITLE AND SURVEY.

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

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

- Seller to Order, Provide and Purchase Title. Note: Any Seller paid title costs set forth below are in addition to any Seller paid costs in Paragraph 43.**
 Not later than _____ days (5 days if none stated) after the "Acceptance Deadline" date, Seller will order a commitment 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 insurance (if required by lender) in the latest ALTA form including mechanics lien coverage from the title company selected in paragraph 5. Seller and Buyer authorize and direct the title company to furnish this commitment to the ~~selling~~Selling

103 ~~Broker~~ and ~~listing broker~~ Listing Broker. Seller shall pay for the title insurance (including title premium and title service
104 charges), at Closing, at a cost not to exceed \$_____. Buyer to pay title cost exceeding this amount.

105 **☐ Buyer to Order, Provide and Purchase Title.**

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

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

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

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

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

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

135 **7. FRANCHISE DISCLOSURE.**

136 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).

137 **8. ADJUSTMENTS AND CLOSING COSTS.**

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

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

- 141 • hazard insurance premium(s) and flood insurance premium, if required by lender;
- 142 • survey and title company charges (for example: Closing, recording, escrow, wire and closing protection letter fees) customarily paid by
- 143 • Buyer, subject to paragraph 8;
- 144 • any charges imposed by lender (for example: appraisal and credit report fees, loan discount points, loan origination fees,
- 145 funding fees, and other loan expenses), unless specifically agreed to be paid by Seller;
- 146 • building, termite, and environmental inspections;
- 147 • 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;
- 148 • real estate compensation to broker per separate written agreement;
- 149 • municipal occupancy permit; and
- 150 • agreed upon repairs.

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

- 152 • existing loans on property (if not assumed by Buyer);
- 153 • any expenses of Buyer's loan agreed to in paragraph 3;
- 154 • title company charges (for example: Closing, release, escrow, wire and closing protection letter fees) customarily paid by
- 155 Seller, subject to paragraph 8;
- 156 • special taxes and special assessments levied before Closing; and
- 157 • real estate compensation to broker per separate written agreement and/or the applicable terms in this Contract; ~~Seller authorizes~~
158 ~~selling portion of commission to be paid directly to selling broker;~~ and
- 159 • agreed upon repairs.

9/06/24

Not for use before 10/01/24

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

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

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

169 **9. LOSS.**

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

189 **10. ASSIGNABILITY OF CONTRACT.**

190 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
191 trust as part of the purchase price, or b) Buyer is assuming the existing note. Assignment does not relieve the parties from their
192 obligations under this contract.

193 **11. MISCELLANEOUS PROVISIONS.**

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

200 **12. EARNEST MONEY.**

201 Buyer and Seller agree that the earnest money received by the escrow agent in connection with this contract shall be deposited
202 within ten (10) banking days after the "Acceptance Deadline" date. Additional earnest money, if applicable, is to be deposited by
203 escrow agent within ten (10) banking days after receipt. Any earnest money received within ten (10) banking days prior to the
204 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,
205 earnest money to apply to the purchase. If any earnest money is being returned to Buyer, Buyer agrees that any expenses for
206 services requested by Buyer may be withheld by escrow agent and paid to the applicable service provider(s). In the event of a
207 dispute over any earnest money held by the escrow agent, the escrow agent shall continue to hold said deposit in its escrow account
208 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
209 its disposition (at which time payment may be made into court, and in such event, court costs and escrow agent's attorney fees
210 will be paid from earnest money); or 3) until a final court judgment mandates its disposition; or 4) as may be required by applicable
211 law. The parties specifically acknowledge and agree that whenever ownership of the earnest money or any other escrowed funds,
212 received by a Missouri licensed real estate broker, is in dispute between the parties, said broker is required by Missouri Statute,
213 Section 339.105.4 RSMo to report and deliver the monies to the State Treasurer within 365 days of the initial projected Closing

214 date. Broker shall not report and deliver any such monies to the State Treasurer until at least sixty (60) days after the initial
215 projected Closing date.

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

219 **13. REMEDIES.**

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

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

234 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]
235 and agrees to deliver a certificate at Closing to that effect which contains Seller's tax ID number or Green Card.

236 **15. CONSTRUCTION.**

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

245 **16. FLOOD PLAIN.**

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

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

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

257 **18. SPECIAL AGREEMENTS.**

258 Special agreements and Riders between Buyer and Seller forming a part of this contract: _____
259 _____
260 _____
261 _____
262 _____
263 _____
264 _____

265 Special Sale Inspection Rider (Form #2184) Short Sale Rider to the Sale Contract (Form #2176)

Other # _____

Other # _____

~~Broker Compensation Rider (Form #2109) Cooperative Compensation Disclosure (Form #2108)~~

19. SQUARE FOOTAGE AND LOT SIZE DISCLOSURE.

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

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

Buyer confirms that before signing this offer to purchase, Buyer has read a copy of the Seller's Disclosure Statement for this property. The Seller's Disclosure Statement is not a substitute for any inspection that Buyer may wish to obtain. Buyer is advised to address any concerns Buyer may have about information in the statement by use of contingencies in the contract.

Seller agrees to provide Buyer with a Seller's Disclosure Statement within one (1) day after the "Acceptance Deadline" date. Buyer shall have three (3) days after the "Acceptance Deadline" date to review said statements and to declare in writing that the contract is terminated and the earnest money is to be returned to Buyer, subject to paragraph 12. Otherwise, this contingency shall be deemed as waived by Buyer.

No Seller's Disclosure Statement will be provided by Seller. By his signature, Seller confirms that the information in the Seller's Disclosure Statement is accurate as of the date of this contract. Seller will fully and promptly disclose in writing any new material information pertaining to the property that is discovered at any time prior to Closing. Seller states that if Seller knows or should have known that the property was a lab, production or storage site for methamphetamine, or was the residence of a person convicted of crimes related to methamphetamine, Seller will attach a written explanation.

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

21. RELATIONSHIPS AND COMMUNICATION DISCLOSURES.

Buyer and Seller confirm that disclosure of the licensee's relationship was made no later than the first showing of the property, upon first contact, or immediately upon the occurrence of a change to the relationship. **Note: Under MREC Rules and Regulations, one box must be checked in each of the following two sections by the Selling Licensee.**

Licensee assisting Seller is a: (Check appropriate box)

Seller's Agent: Licensee is acting on behalf of the Seller.

Buyer's Agent: Licensee is acting on behalf of the Buyer.

Dual Agent: Licensee is acting on behalf of both Seller and Buyer.

Designated Agent: Licensee has been designated to act on behalf of the Seller.

Transaction Broker Assisting Seller: Licensee is not acting on behalf of either Seller or Buyer.

Licensee Personal Interest Disclosure: (Complete only if applicable)

_____ (insert name of licensee) is a real

estate broker or salesperson licensed in the state of _____ and is (Check one or more, as applicable)

a party to this transaction; a principal of and/or has a direct or indirect ownership interest with Seller Buyer; and/or

an immediate family member of Seller Buyer Other Specify: _____

Licensee assisting Buyer is a: (Check appropriate box)

Buyer's Agent: Licensee is acting on behalf of the Buyer.

Seller's Agent: Licensee is acting on behalf of the Seller.

Dual Agent: Licensee is acting on behalf of both Buyer and Seller.

Designated Agent: Licensee has been designated to act on behalf of the Buyer.

Transaction Broker Assisting Buyer: Licensee is not acting on behalf of either Buyer or Seller.

Subagent of Seller: Licensee is acting on behalf of the Seller.

Licensee Personal Interest Disclosure: (Complete only if applicable)

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

323 **Sources of compensation to Broker(s), including compensation commissions and/or other amounts/fees:**
324 ~~Buyer~~ Seller _____ Buyer (with, if applicable, cooperative compensation disclosure)

325 ~~Subject to any compensation that is being paid by Seller to Selling Broker. If cooperating compensation is being offered, Seller~~
326 ~~and Buyer agree to pay the compensation to the Listing Broker and Selling Broker ~~Buyer Broker~~ in such form and amounts as~~
327 ~~authorized in their respective representation agreements. If Seller has authorized the payment of compensation by Seller to Selling~~
328 ~~Broker. Seller agrees to pay the amount listed in the attached Broker Compensation Rider (Form #2109) and/or other compensation~~
329 ~~agreement ~~Cooperative Compensation Disclosure (Form #2108). This amount of compensation paid by the Seller to the Selling~~~~
330 ~~Broker shall be credited to the compensation Buyer is obligated to pay Selling Broker. In no event shall Selling Broker collect~~
331 ~~more compensation than what Selling Broker agreed to receive in its representation agreement with Buyer.~~

332 Seller and Buyer agree that ~~their Brokers Listing Broker and Buyer Broker~~ are third-party beneficiaries under this contract.
333
334
335

EDUCATIONALE

336 Buyer and Seller acknowledge that they have received and read the Missouri Real Estate Commission Broker Disclosure Form.
337 By signing below, the licensees confirm making disclosure of the brokerage relationship to the appropriate parties.
338 All Parties agree that this transaction can be conducted by electronic/digital signatures, according to the Uniform Electronic
339 Transaction Act as adopted by the state of Missouri.

340 _____
341 **Brokerage Firm Name Assisting Buyer** **Brokerage Firm Name Assisting Seller**
342 **Broker's Firm State License ID#:** _____ **Broker's Firm State License ID#:** _____
343 **By (Signature):** _____ **By (Signature):** _____
344 **Printed Name:** _____ **Printed Name:** _____
345 **Licensee State License ID#:** _____ **Licensee State License ID#:** _____
346 **Date:** _____ **MLS ID:** _____ **Date:** _____ **MLS ID:** _____
347 **OFFER to be accepted by Seller by:** _____ **m of** _____

348 _____
349 **BUYER SIGNATURE** **DATE** **BUYER SIGNATURE** **DATE**
350 _____
351 **Buyer Printed Name** **Buyer Printed Name**

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

353 _____
354 **SELLER SIGNATURE** **TIME and DATE** **SELLER SIGNATURE** **TIME and DATE**
355 _____
356 **Seller Printed Name** **Seller Printed Name**

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

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

360 **Note: Unless otherwise agreed in writing, "Acceptance Deadline" is defined as the date for acceptance which was provided to**
361 **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.**

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** **DATE** **BUYER SIGNATURE** **DATE**
336 _____
337 **Buyer Printed Name** **Buyer Printed Name**

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

339 _____
340 **SELLER SIGNATURE** **TIME and DATE** **SELLER SIGNATURE** **TIME and DATE**
341 _____
342 **Seller Printed Name** **Seller Printed Name**

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

345 **OR** _____ **(initials) WE REJECT THIS OFFER.**
346 **Note: Unless otherwise agreed in writing, "Acceptance Deadline" is defined as the date for acceptance which was provided to**
347 **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 107/24

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 at
20 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~~), ~~OR~~ \$ _____ as a flat
22 ~~amount/fee~~ (~~\$0 if none stated~~), ~~OR~~ **AND** Other:
23 (describe) _____
24 _____ (N/A if left blank(s))
25 *are not filled in*).

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, or \$ _____.

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-~~OR~~ be credited against any other compensation owed by Owner
31 to 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
33 shall 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. Owner authorizes escrow agent to pay the
44 Cooperating Broker compensation directly to Cooperating Broker at closing.

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

- 52 Owner authorizes Broker to disclose and market Owner's willingness to compensate Buyer's Broker.
53 Owner does not authorize Broker to disclose and market Owner's willingness to compensate Buyer's Broker

54 If during negotiation between Buyer and Owner the compensation to prospectively be paid to the Buyer's Broker is more than what
55 Owner previously authorized, the greater amount of such compensation will be disclosed by Broker and will be authorized by Owner
56 prior to Owner executing any written agreement to pay such compensation. Owner authorizes escrow agent to pay the Buyer's Broker
57 compensation directly to Buyer's Broker at closing.

58 , and may pay a part of the above Broker Compensation to a Cooperating Broker, subject to Owner's approval up to and including
59 the amount listed below, Owner authorizes Broker to offer to pay the Cooperating Broker, who brings the buyer as follows (insert



2047 Listing Agency
Contract 7-1-24 (Revi

60 compensation amounts ~~below [0 if none stated] to indicate that such cooperation is authorized by Owner.):~~

- 61 _____ % of purchase price **OR** \$ _____ to buyer's agents (limited agents representing prospective buyers)
62 _____ % of purchase price **OR** \$ _____ to transaction brokers (neutral licensees representing neither party)
63 _____ % of purchase price **OR** \$ _____ to subagents (limited agents representing Owner)
64

65 If compensation agreed upon between Broker and Cooperating Broker is less than the amount stated herein, the difference (check one)
66 Will **OR** Will Not be reduced from Broker Compensation. If the Cooperating Broker compensation agreed upon between buyer
67 and Owner is more than the amount stated herein, Owner agrees that the terms authorized in the Cooperating Compensation Disclosure
68 (Form #2108), will prevail.

69 Note: Owner acknowledges that sale contract offer(s) and compensation commission agreement(s) may contain terms to
70 compensate the ~~B~~broker assisting the ~~B~~buyer, which may differ from the amounts of compensation discussed ~~discussed~~ detailed in this
71 Contract ~~above~~. Owner understands the provisions of this section and agrees that the election(s) made in this section are made
72 solely by the Owner.

73 Owner Concessions

74 Owner concessions is a payment from Owner towards Buyer's charges and closing costs (e.g., loan origination fees, discount points,
75 buy-down or subsidy fees, prepaids, Buyer's broker fees or other charges, as allowed by lender(s).

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

78 Prior to execution of a sale contract by Owner, Broker will disclose, and Owner will authorize in writing the amount of Owner
79 concessions to be paid at Closing.

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

- 81 shall remain the same as the amount listed under Broker Compensation **OR**
82 shall be modified as follows _____ % of the sales price, or \$ _____.

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

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

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

96 ~~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~~
97 ~~deed shall be at the time buyer and Owner execute the initial contract or agreement for deed. Owner authorizes escrow agent to pay the~~
98 ~~Cooperating Broker compensation directly to Cooperating Broker at closing.~~

99 **DUAL AGENCY**

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

101 Yes No Not Applicable because dual agency is not allowed by Broker's company policy. See Dual Agent Duties and
102 Obligations.

103 **SELLER LIMITED AGENCY AS STARTING POINT**

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

110 **DESIGNATED AGENCY**

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

117 **PREVIOUS REPRESENTATION**

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

121 **BUYERS REPRESENTATIVE**

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

125 **HOME WARRANTY**

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

- 127 Offer a warranty plan
128 Not offer a warranty plan
129 Consider a warranty plan at a later date

130 **DISCLOSURE AUTHORIZATIONS**

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

134 **BROKER ROLE**

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

138 **PROPERTY ACCESS AND KEY BOX SYSTEM**

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

9/06/24

Not for use before 10/01/24

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

140 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
141 enables access to the property at reasonable times to facilitate the showing and sale or exchange of the property. In its sole discretion,
142 Broker may grant unaccompanied access to its affiliated licensees and other Subscribers of the St. Louis Area Regional Key Box System
143 (“System”). Owner shall, without limitation, indemnify and hold harmless Broker and Subscribers, the key box manufacturer, and the
144 key box distributor/service center against and from any actions, suits, costs, expenses, damages, and liabilities, including attorney’s fees
145 arising out of, connected with or resulting from the use of a key box. Owner shall not, however, indemnify, or hold System Subscribers
146 harmless for claims arising out of the intentional or negligent acts of the Subscribers.

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

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

150 _____
151 _____
152 _____
153 _____
154 _____

155 **OWNER RESPONSIBILITY TO DISCLOSE**

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

164 **OWNER AGREES**

- 165 1) To cooperate with Broker to facilitate the showing, marketing, and sale of the property.
166 2) Not to lease the property during this listing without Broker’s prior written approval.
167 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
168 Contract.
169 4) To leave all utilities on through the day of closing in order to facilitate showings, inspections, and the buyer’s final walk-through
170 of the property unless otherwise agreed to or disclosed in writing.
171 5) To remove or secure and (if Owner desires) insure all property and valuables (including but not limited to firearms, money,
172 medicine, and jewelry) to assume the risk for any vandalism, theft, or damage of any kind.
173 6) To maintain the property in good repair through the date of closing.
174 7) To allow Broker to assist prospective buyers authorized by Broker to have access to the property at all reasonable times to show
175 the property to such prospects.
176 8) To promptly furnish the Broker with a copy of any available survey report.
177 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
178 by the property plus liens and closing costs. If Owner is unable to bring additional monies to closing to pay off the remaining loan
179 balances in order to close, Form #2175 (Short Sale Supplement to the Listing Contract) shall be attached.
180 10) To fully and promptly disclose in writing any new material information pertaining to the property that is discovered at any time
181 prior to closing.

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

- 183 1) Use all reasonable and recognized professional practices including, but not limited to, association and cooperation with other brokers
184 provided that such association and cooperation is subject to the other provisions in this form and is not limited or conditioned to the
185 retaining of or payment by Owner to a broker, and the right to submit the property to any Multiple Listing Service, the Internet, and
186 any other medium, and provide timely notice of status changes and to provide sales data information, including the final sale price,
187 to the MLS and its members;
188 2) Use the undersigned Owner’s name and property information for advertising and in trade papers in connection with this transaction;
189 3) Place a suitable sign on the property, if allowed by law;
190 4) Obtain, at Owner’s expense, any documentation or certification that may be required in order to comply with any applicable statutes
191 or local ordinances; and,
192 5) Initiate a title examination of the property on behalf of the Owner.

193 **OWNER ACKNOWLEDGES**

- 194 1) Having read the “Cooperating Broker Assisting Buyer” compensation authorization by owner section on page 1 of this form above,
 195 that Owner understands the provisions of that section and agrees that the election(s) made in that section are made solely by the
 196 Owner.
- 197 2) Having read the Owner Concessions authorization by Owner section above, that Owner understands the provisions of that section
 198 and agrees that the election(s) made in that section are made solely by the Owner.
- 199 ~~1)~~
- 200 ~~2)3)~~ Having read the applicable “Duties and Obligations of Limited Agency”.
- 201 ~~3)4)~~ Having read the applicable “Dual Agents Duties and Obligations”.
- 202 ~~4)5)~~ That this agreement creates an agency relationship and, therefore, prohibits the Broker from acting as a transaction broker.
- 203 ~~5)6)~~ That under Chapter 429 of the Missouri Revised Statutes, if Owner has contracted with anyone for the provision of work, labor, or
 204 materials for the property, Owner may be required to post and record a “notice of intended sale” at least 45 days before the earliest
 205 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
 206 materials have been provided, Owner should seek legal advice to comply with this law.

207 **PHOTOGRAPHS AND INTERNET ADVERTISING**

208 1. Owner agrees that Broker may photograph or otherwise electronically capture images of the exterior and, if authorized, interior of the
 209 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
 210 marketing materials and sites. Owner acknowledges that once Images are placed on the Internet, neither Broker nor Owner has control
 211 over who can view such Images, what use viewers may make of the Images, or how long such Images may remain available on the
 212 Internet. Owner further assigns any rights in all Images to the Broker and agrees that such Images are the property of Broker and that
 213 Broker may use such Images for advertising, including post sale and for Broker’s business in the future.

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

215 2. Owner acknowledges that prospective buyers and/or other persons coming onto the property may take photographs, videos or other
 216 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
 217 such persons. Owner acknowledges that unauthorized persons may take images who do not have access to or have not read any limiting
 218 instruction in the MLS or take images regardless of any limiting instruction in the MLS. Once Images are taken and/or put into electronic
 219 display on the Internet or otherwise, neither Broker nor Owner has control over who views such Images nor what use viewers may make
 220 of the Images.

221 **SURVEILLANCE/RECORDING**

222 Notice to Owner regarding recordings within the property

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

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

229 **SMART TECHNOLOGY PRIVACY CONCERNS**

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

236 **NON-DISCRIMINATION**

237 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
 238 the basis of race, color, religion, sex, disability, familial status, national origin, ancestry, sexual orientation, or gender identity. The
 239 parties agree to comply with all applicable federal, state, and local fair housing laws.

240 **REMEDIES**

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

245 **INDEMNIFICATION**

246 Owner agrees to save and hold Broker harmless from all claims, disputes, litigation, judgments, and costs (including reasonable

247 attorney's fees) arising from Seller's breach of this Contract, from any incorrect information or misrepresentation supplied by Owner or
248 from any material facts, including latent defects, that are known to Owner that Owner fails to disclose.

249 **MODIFICATION OF THIS CONTRACT.**

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

252 **FRANCHISE DISCLOSURE.**

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

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

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

261 **BROKER DISCLOSURE FORM.**

262 Seller acknowledges receipt of the Broker Disclosure Form prescribed by the MREC (Missouri Real Estate Commission) by either a) on
263 or before the signing of the (this) Seller's agency agreement, or b) upon the licensee obtaining any personal or financial information,
264 whichever occurs first.

265 **ELECTRONIC SIGNATURES.**

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

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

EDUCATION

270 (Signature Lines Appear on the Following Page)

9/06/24

Not for use before 10/01/24

Initials of Seller to acknowledge they have read this page 22 / _____

271	_____		_____	
272	OWNER SIGNATURE	DATE	OWNER SIGNATURE	DATE
273	_____		_____	
274	Owner Printed Name		Owner Printed Name	
275	_____		_____	
276	Owner Current Address		Owner Current Address	
277	_____		_____	
278	Owner City, State, Zip		Owner City, State, Zip	
279	_____		_____	
280	Owner Email Address		Owner Email Address	
281	_____		_____	
282	Owner Phone		Owner Phone	
283	_____		_____	
284	BROKER (Company)		AUTHORIZED AGENT SIGNATURE	DATE
285			_____	
286			Authorized Agent Printed Name	
287			_____	
288			Authorized Agent Email	
289	_____		_____	
290	BROKER SIGNATURE	DATE	Broker Printed Name	
291	<i>(if required by company policy or the practice of Designated Agency)</i>			

EDUCATION

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

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

294 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
295 duties and obligations:

- 296 (1) To perform the terms of the written agreement made with the client;
297 (2) To exercise reasonable skill and care for the client;
298 (3) To promote the interests of the client with the utmost good faith, loyalty, and fidelity, including:
299 (a) Seeking a price and terms which are acceptable to the client, except that the licensee shall not be obligated to seek
300 additional offers to purchase the property while the property is subject to a contract for sale or to seek additional offers
301 to lease the property while the property is subject to a lease or letter of intent to lease;
302 (b) Presenting all written offers to and from the client in a timely manner regardless of whether the property is subject to a
303 contract for sale or lease or a letter of intent to lease;
304 (c) Disclosing to the client all adverse material facts actually known or that should have been known by the licensee;
305 and
306 (d) Advising the client to obtain expert advice as to material matters about which the licensee knows but the specifics of
307 which are beyond the expertise of the licensee;
308 (4) To account in a timely manner for all money and property received;
309 (5) To comply with all requirements of sections 339.710 to 339.860, subsection 2 of section 339.100, and any rules and regulations
310 promulgated pursuant to those sections; and
311 (6) To comply with any applicable federal, state, and local laws, rules, regulations, and ordinances, including fair housing and civil
312 rights statutes and regulations.

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

318 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
319 to any customer all adverse material facts actually known or that should have been known by the licensee. A seller's or landlord's agent
320 owes no duty to conduct an independent inspection or discover any adverse material facts for the benefit of the customer and owes no
321 duty to independently verify the accuracy or completeness of any statement made by the client or any independent inspector.

322 4. A seller's or landlord's agent may show alternative properties not owned by the client to prospective buyers or tenants and
323 may list competing properties for sale or lease without breaching any duty or obligation to the client.

324 5. A seller or landlord may agree in writing with a seller's or landlord's agent that other designated brokers may be retained
325 and compensated as subagents. Any designated broker acting as a subagent on the seller's or landlord's behalf shall be a
326 limited agent with the obligations and responsibilities set forth in subsections 1 to 4 of this section.

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

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

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

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

337 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
338 written agreement pursuant to section 339.780.

339 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
340 obligations required by sections 339.730 and 339.740 unless otherwise provided for in this section.

341 3. Except as provided in subsections 4 and 5 of this section, a dual agent may disclose any information to one client that the
342 licensee gains from the other client if the information is material to the transaction unless it is confidential information as defined
343 in section 339.710.

344 4. The following information shall not be disclosed by a dual agent without the consent of the client to whom the information
345 pertains:

- 346 (1) That a buyer or tenant is willing to pay more than the purchase price or lease rate offered for the property;
- 347 (2) That a seller or landlord is willing to accept less than the asking price or lease rate for the property;
- 348 (3) What the motivating factors are for any client buying, selling, or leasing the property;
- 349 (4) That a client will agree to financing terms other than those offered; and
- 350 (5) The terms of any prior offers or counter offers made by any party.

351 5. A dual agent shall not disclose to one client any confidential information about the other client unless the disclosure is required by
352 statute, rule, or regulation or failure to disclose the information would constitute a misrepresentation or unless disclosure is necessary to
353 defend the affiliated licensee against an action of wrongful conduct in an administrative or judicial proceeding or before a professional
354 committee. No cause of action for any person shall arise against a dual agent for making any required or permitted disclosure. A dual
355 agent does not terminate the dual agency relationship by making any required or permitted disclosure.

356 6. In a dual agency relationship, there shall be no imputation of knowledge or information between the client and the dual
357 agent or among persons within an entity engaged as a dual agent.

EDUCATION

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

Form # 2047 10/24

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, or \$ _____.

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
31 shall 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.

9/06/24

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

26

Page 1 of 8

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 ("Buyer's Broker"). In addition to the Listing Broker Compensation listed above,
45 Owner acknowledges Buyer may request Owner to compensate some or all of Buyer's Broker compensation. **Owner has no obligation**
46 **to pay Buyer's Broker compensation. Buyer's Broker compensation is negotiable and will be determined by a ratified sale**
47 **contract between Owner and Buyer.** Owner acknowledges that a Buyer's Broker may represent the interest of buyers only. (Check
48 one):

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

51 If during negotiation between Buyer and Owner the compensation to prospectively be paid to the Buyer's Broker is more than what
52 Owner previously authorized, the greater amount of such compensation will be disclosed by Broker and will be authorized by Owner
53 prior to Owner executing any written agreement to pay such compensation. Owner authorizes escrow agent to pay the Buyer's Broker
54 compensation directly to Buyer's Broker at closing.

55 **Note: Owner acknowledges that sale contract offer(s) and compensation agreement(s) may contain terms to compensate the**
56 **Broker assisting the Buyer, which may differ from the amounts of compensation discussed in this Contract. Owner understands**
57 **the provisions of this section and agrees that the election(s) made in this section are made solely by the Owner.**

58 **Owner Concessions**

59 Owner concessions is a payment from Owner towards Buyer's charges and closing costs (e.g., loan origination fees, discount points,
60 buy-down or subsidy fees, prepaids, Buyer's broker fees or other charges, as allowed by lender(s).

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

63 Prior to execution of a sale contract by Owner, Broker will disclose, and Owner will authorize in writing the amount of Owner
64 concessions to be paid at Closing.

65 **DUAL AGENCY**

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

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

69 **SELLER LIMITED AGENCY AS STARTING POINT**

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

76 **DESIGNATED AGENCY**

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

83 **PREVIOUS REPRESENTATION**

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

87 **BUYERS REPRESENTATIVE**

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

91 **HOME WARRANTY**

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

- 93 Offer a warranty plan
- 94 Not offer a warranty plan
- 95 Consider a warranty plan at a later date

96 **DISCLOSURE AUTHORIZATIONS**

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

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

100 **BROKER ROLE**

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

104 **PROPERTY ACCESS AND KEY BOX SYSTEM**

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

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

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

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

116 _____

117 _____

118 _____

119 _____

120 _____

121 **OWNER RESPONSIBILITY TO DISCLOSE**

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

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

130 **OWNER AGREES**

- 131 1) To cooperate with Broker to facilitate the showing, marketing, and sale of the property.
- 132 2) Not to lease the property during this listing without Broker’s prior written approval.
- 133 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
134 Contract.
- 135 4) To leave all utilities on through the day of closing in order to facilitate showings, inspections, and the buyer’s final walk-through
136 of the property unless otherwise agreed to or disclosed in writing.
- 137 5) To remove or secure and (if Owner desires) insure all property and valuables (including but not limited to firearms, money,
138 medicine, and jewelry) to assume the risk for any vandalism, theft, or damage of any kind.
- 139 6) To maintain the property in good repair through the date of closing.
- 140 7) To allow Broker to assist prospective buyers authorized by Broker to have access to the property at all reasonable times to show
141 the property to such prospects.
- 142 8) To promptly furnish the Broker with a copy of any available survey report.
- 143 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
144 by the property plus liens and closing costs. If Owner is unable to bring additional monies to closing to pay off the remaining loan
145 balances in order to close, Form #2175 (Short Sale Supplement to the Listing Contract) shall be attached.

146 10) To fully and promptly disclose in writing any new material information pertaining to the property that is discovered at any time
147 prior to closing.

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

- 149 1) Use all reasonable and recognized professional practices including, but not limited to, association and cooperation with other brokers
150 provided that such association and cooperation is subject to the other provisions in this form and is not limited or conditioned to the
151 retaining of or payment by Owner to a broker, and the right to submit the property to any Multiple Listing Service, the Internet, and
152 any other medium, and provide timely notice of status changes and to provide sales data information, including the final sale price,
153 to the MLS and its members;
- 154 2) Use the undersigned Owner's name and property information for advertising and in trade papers in connection with this transaction;
- 155 3) Place a suitable sign on the property, if allowed by law;
- 156 4) Obtain, at Owner's expense, any documentation or certification that may be required in order to comply with any applicable statutes
157 or local ordinances; and,
- 158 5) Initiate a title examination of the property on behalf of the Owner.

159 **OWNER ACKNOWLEDGES**

- 160 1) Having read the "Broker Assisting Buyer" compensation authorization by owner section above, that Owner understands the
161 provisions of that section and agrees that the election(s) made in that section are made solely by the Owner.
- 162 2) Having read the Owner Concessions authorization by Owner section above, that Owner understands the provisions of that section
163 and agrees that the election(s) made in that section are made solely by the Owner.
- 164 3) Having read the applicable "Duties and Obligations of Limited Agency".
- 165 4) Having read the applicable "Dual Agents Duties and Obligations".
- 166 5) That this agreement creates an agency relationship and, therefore, prohibits the Broker from acting as a transaction broker.
- 167 6) That under Chapter 429 of the Missouri Revised Statutes, if Owner has contracted with anyone for the provision of work, labor, or
168 materials for the property, Owner may be required to post and record a "notice of intended sale" at least 45 days before the earliest
169 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
170 materials have been provided, Owner should seek legal advice to comply with this law.

171 **PHOTOGRAPHS AND INTERNET ADVERTISING**

172 1. Owner agrees that Broker may photograph or otherwise electronically capture images of the exterior and, if authorized, interior of the
173 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
174 marketing materials and sites. Owner acknowledges that once Images are placed on the Internet, neither Broker nor Owner has control
175 over who can view such Images, what use viewers may make of the Images, or how long such Images may remain available on the
176 Internet. Owner further assigns any rights in all Images to the Broker and agrees that such Images are the property of Broker and that
177 Broker may use such Images for advertising, including post sale and for Broker's business in the future.

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

179 2. Owner acknowledges that prospective buyers and/or other persons coming onto the property may take photographs, videos or other
180 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
181 such persons. Owner acknowledges that unauthorized persons may take images who do not have access to or have not read any limiting
182 instruction in the MLS or take images regardless of any limiting instruction in the MLS. Once Images are taken and/or put into electronic
183 display on the Internet or otherwise, neither Broker nor Owner has control over who views such Images nor what use viewers may make
184 of the Images.

185 **SURVEILLANCE/RECORDING**

186 Notice to Owner regarding recordings within the property

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

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

193 **SMART TECHNOLOGY PRIVACY CONCERNS**

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

200 **NON-DISCRIMINATION**
201 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
202 the basis of race, color, religion, sex, disability, familial status, national origin, ancestry, sexual orientation, or gender identity. The
203 parties agree to comply with all applicable federal, state, and local fair housing laws.

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

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

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

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

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

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

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

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

234 (Signature Lines Appear on the Following Page)

9/06/24

Not for use before 10/01/24

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

30

235	_____		_____	
236	OWNER SIGNATURE	DATE	OWNER SIGNATURE	DATE
237	_____		_____	
238	Owner Printed Name		Owner Printed Name	
239	_____		_____	
240	Owner Current Address		Owner Current Address	
241	_____		_____	
242	Owner City, State, Zip		Owner City, State, Zip	
243	_____		_____	
244	Owner Email Address		Owner Email Address	
245	_____		_____	
246	Owner Phone		Owner Phone	
247	_____		_____	
248	BROKER (Company)		AUTHORIZED AGENT SIGNATURE	DATE
249			_____	
250			Authorized Agent Printed Name	
251			_____	
252			Authorized Agent Email	
253	_____		_____	
254	BROKER SIGNATURE	DATE	Broker Printed Name	
255	<i>(if required by company policy or the practice of Designated Agency)</i>			

EDUCATION

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

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

258 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
259 duties and obligations:

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

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

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

286 4. A seller's or landlord's agent may show alternative properties not owned by the client to prospective buyers or tenants and
287 may list competing properties for sale or lease without breaching any duty or obligation to the client.

288 5. A seller or landlord may agree in writing with a seller's or landlord's agent that other designated brokers may be retained
289 and compensated as subagents. Any designated broker acting as a subagent on the seller's or landlord's behalf shall be a
290 limited agent with the obligations and responsibilities set forth in subsections 1 to 4 of this section.

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

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

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

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

301 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
302 written agreement pursuant to section 339.780.

303 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
304 obligations required by sections 339.730 and 339.740 unless otherwise provided for in this section.

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

EDUCATION

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 # 2089 0710/24

AMENDMENT TO SALE CONTRACT

1 SALE CONTRACT DATE: _____

2 PROPERTY: _____

3 BY AND BETWEEN: _____, Buyer(s)
4 and the undersigned Seller(s).

5 Buyer and Seller agree to amend the Sale Contract only as to those matters checked below:

6 New Closing date: _____

7 New Possession date (check one): Closing or _____ m (time) of _____ (date)

8 New Loan Contingency date: _____

9 New Purchase price: \$ _____

10 New Loan Amount: _____ % of the purchase price, or \$ _____

11 New Interest Rate not to exceed: _____ %

12 New Amortization term: _____ years

13 New Loan type: _____ (If FHA/VA, attach form #2135fha or #2135va)

14 Seller agrees to pay, at Closing, a cost not to exceed \$ _____ and _____ % of purchase price or
15 \$ _____

16 (\$0 if none stated) towards Buyer's closing costs, prepaids, points, Buyer's broker compensation fees, and other fees allowed by
17 lender.

18 Seller agrees to pay, at Closing, ~~a cost not to exceed _____ % of purchase price or \$ _____~~
19 ~~and _____ % of purchase price~~

20 (\$0 if none stated) directly to Selling Broker to help satisfy the compensation Buyer is obligated to pay Selling Broker. (Attach Broker
21 Compensation Form (Form #2109) and/or other compensation agreement). This is in addition to any credit at Closing towards Buyer
22 Broker's compensation, as previously authorized by Seller in the Cooperative Compensation Disclosure (Form #2108).

23 New contingency deadline date: _____ Describe contingency: _____
24 _____

25 Paragraph# _____, Line# _____ or Rider# _____ is changed as follows: _____
26 _____

27 _____
28 _____
29 _____
30 _____

31 _____
32 BUYER SIGNATURE DATE SELLER SIGNATURE DATE

33 _____
34 Buyer Printed Name Seller Printed Name

35 _____
36 BUYER SIGNATURE DATE SELLER SIGNATURE DATE

37
38 Buyer Printed Name

Seller Printed Name

EDUCATIONAL

9/06/24

Not for use before 10/01/24
BUYER BUYER

35

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

SELLER SELLER

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 # 2089 10/24

AMENDMENT TO SALE CONTRACT

1 SALE CONTRACT DATE: _____

2 PROPERTY: _____

3 BY AND BETWEEN: _____, Buyer(s)
4 and the undersigned Seller(s).

5 Buyer and Seller agree to amend the Sale Contract only as to those matters checked below:

6 New Closing date: _____

7 New Possession date (check one): Closing or _____ m (time) of _____ (date)

8 New Loan Contingency date: _____

9 New Purchase price: \$ _____

10 New Loan Amount: _____ % of the purchase price, or \$ _____

11 New Interest Rate not to exceed: _____ %

12 New Amortization term: _____ years

13 New Loan type: _____ (If FHA/VA, attach form #2135fha or #2135va)

14 Seller agrees to pay, at Closing, a cost not to exceed \$ _____ and _____ % of purchase price (\$0 if none stated) towards
15 Buyer's closing costs, prepaids, points, Buyer's broker compensation, and other fees allowed by lender.

16 Seller agrees to pay, at Closing, \$ _____ and _____ % of purchase price (\$0 if none stated) directly to Selling
17 Broker to help satisfy the compensation Buyer is obligated to pay Selling Broker. (Attach Broker Compensation Rider (Form #2109)
18 and/or other compensation agreement). This is in addition to any credit at Closing.

19 New contingency deadline date: _____ Describe contingency: _____
20 _____

21 Paragraph# _____, Line# _____ or Rider# _____ is changed as follows: _____
22 _____

23 _____
24 _____
25 _____
26 _____

27 _____
28 BUYER SIGNATURE DATE SELLER SIGNATURE DATE

29 _____
30 Buyer Printed Name Seller Printed Name

31 _____
32 BUYER SIGNATURE DATE SELLER SIGNATURE DATE

33 _____
34 Buyer Printed Name Seller 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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Form # 2090 07/10/24

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, to be paid as follows:

\$_____ ~~ANDOR~~ _____% of purchase price (\$0 if none stated) shall be credited by Seller at Closing towards Buyer's

~~-~~ closing costs, prepaids, points, ~~Buyer's broker compensation fees~~, and other fees allowed by lender.

\$_____ ~~ANDOR~~ _____% of purchase price (\$0 if none stated) shall be paid by Seller at Closing ~~directly to Selling Broker to help satisfy the compensation buyer is obligated to pay Selling Broker (Attach Broker Compensation Rider (Form #2109) and/or other compensation agreement). This is in addition to any credit at Closing listed above towards Buyer Broker's compensation. This is in addition to any amount agreed upon in the separate Cooperative Compensation Disclosure (Form #2108).~~

\$_____ earnest money (\$0 if none stated) (check one) received for delivery to OR to be delivered to _____ escrow agent within _____ days (3-5 days if none stated) after "Acceptance Deadline" date. ~~Selling broker~~ Selling Broker to be escrow agent if none specified above.

9/06/24

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

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

4. METHOD OF FINANCING

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

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

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

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

5. CLOSING AND POSSESSION

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

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

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

- Appraisal Rider (Form #2046)
Back-Up Contract (Form #2120)
Contingency for Sale and Closing of Buyer's Property (Form #2092)
Contingency for Closing of Buyer's Property (Form #2092a)
Condominiums, Villas or Similar Lifestyle Communities (Form #2059)
FHA Loan Provision Rider (Form #2135fha)
Other: _____
Possession by Buyer Prior to Closing (Form #2094)
Possession by Seller After Closing (Form #2095)
Rental Property Rider (Form #2096)
Residential Lease (Form #2118)
Review of Indentures/Restrictive Covenants (Form #2143)
VA Loan Provision Rider (Form #2135va)
Other: _____

~~Broker Compensation Rider (Form #2109)~~ ~~Cooperative Compensation Disclosure (Form #2108)~~

7. **FRANCHISE DISCLOSURE**

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).

8. **TITLE AND SURVEY**

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

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

Seller to Order, Provide and Purchase Title. Note: Any Seller paid title costs set forth below are in addition to any Seller paid costs in Paragraph 43.

Not later than _____ days (5 days if none stated) after the “Acceptance Deadline” date, Seller will order a commitment 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 insurance (if required by lender) in the latest ALTA form including mechanics lien coverage from the title company selected in paragraph 5. Seller and Buyer authorize and direct the title company to furnish this commitment to the ~~selling~~Selling Broker and ~~listing broker~~Listing Broker. Seller shall pay for the title insurance (including title premium and title service charges), at Closing, at a cost not to exceed \$_____. Buyer to pay title cost exceeding this amount.

Buyer to Order, Provide and Purchase Title.

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

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

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

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

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 contingency, Buyer shall within _____ days (25 days if none stated) after the “Acceptance Deadline” date, furnish a copy of the document evidencing the defect to Seller or ~~listing broker~~Listing Broker stating, in writing, any title or survey defects that are 1) unacceptable to Buyer; 2) not listed above; and 3) adversely affect the use of the property as it exists for residential purposes at the time of the contract. Failure by Seller or ~~listing broker~~Listing Broker to receive such objections to title or survey within such time will 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 policy in the latest ALTA form including mechanics lien coverage. If Buyer does timely object to any title or survey defects, Seller has five (5) days from receipt of Buyer’s notice of objection by Seller or ~~listing broker~~Listing Broker, to agree in writing to correct the defects prior to Closing at Seller’s expense. If Seller does not so agree, this contract is terminated unless Buyer, within two (2) additional days, agrees in writing to accept the title and survey “as is”. If the contract is terminated in accordance with the provisions of this paragraph, 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, inspection(s) and appraisal. Seller shall be responsible for clearing any defects that arise between the date of the contract acceptance and Closing.

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

9. **ADJUSTMENTS AND CLOSING COSTS**

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

Buyer shall pay for (where applicable):

- hazard insurance premium(s) and flood insurance premium, if required by lender;
- survey and title company charges (for example: Closing, recording, escrow, wire and closing protection letter fees) customarily paid by Buyer, subject to paragraph 8;
- any charges imposed by lender (for example: appraisal and credit report fees, loan discount points, loan origination fees, funding fees, and other loan expenses), unless specifically agreed to be paid by Seller;

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_____/_____
BUYER BUYER

Initials BUYER and SELLER acknowledge they have read this page

39

_____/_____
SELLER SELLER

- building, termite, and environmental inspections;
- 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;
- real estate compensation to broker per separate written agreement;
- municipal occupancy permit; and
- agreed upon repairs.

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; ~~Seller authorizes selling portion of commission to be paid directly to selling broker~~; 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~~Listing Broker stating one of the following:

- (1) Buyer is satisfied with the inspections. Delivery of inspection reports to Seller or ~~listing broker~~Listing Broker is not required. If Seller or ~~listing broker~~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~~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~~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~~Listing Broker and ~~selling broker~~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~~Listing Broker or ~~selling broker~~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

226 professional licensure, membership in professional associations and years of experience; 5) that there have been no warranties,
227 express or implied, by Seller or ~~Brokers~~ real estate brokers.

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

- 229 Buyer acknowledges that Seller is not providing a limited warranty or service agreement product as a part of this sale.
230 Buyer may purchase one separately, if desired.
- 231 Seller agrees to purchase, on or before Closing, a limited warranty or service agreement at a cost not to exceed \$ _____
232 and further described _____.

233 **10a. INSURABILITY**

234 This contract is conditioned upon Buyer's ability to obtain homeowner/hazard insurance for the property. If within _____ days
235 (10 days if none stated) after the "Acceptance Deadline" date (the "Insurability Period"), Buyer does not deliver to Seller or Seller's
236 ~~broker~~-Broker a written notice from an insurance company of Buyer's inability to obtain homeowner/hazard insurance on the
237 property, this condition shall be deemed waived and Buyer's performance under this contract shall thereafter not be conditioned
238 upon Buyer's obtaining insurance. If Buyer has complied with the terms of this paragraph and has timely provided written notice
239 to Seller of Buyer's inability to obtain such insurance, then this contract shall be terminated with earnest money to be returned to
240 Buyer, subject to paragraph 12. **Note: If an inspection by the Buyer's insurance company is required, it shall be completed
241 prior to the expiration of the Insurability Period. If the Buyer is obtaining a loan as referenced in paragraph 4, Buyer should
242 communicate insurance information to lender prior to Loan Contingency Date.**

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

244 Seller agrees to immediately request any compliance inspection(s) including municipality, conservation, fire district or any other
245 required governmental authority, at Seller's expense, when such inspection(s) are required. In the event the property and
246 improvements do not meet such requirements or pass such inspection(s), Seller must notify Buyer in writing within
247 _____ days (15 days if none stated) after the "Acceptance Deadline" date of any violations or requirements that Seller
248 will not correct. **Failure of Seller to notify Buyer within this period shall constitute an elimination of Seller's ability to negotiate
249 any violations or requirements of the inspections. In such event, Seller agrees to comply with all requirements of the
250 inspections prior to Closing.** In the event Seller notifies Buyer of Seller's refusal to correct all violations, Buyer and Seller have
251 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
252 complete and pay for the required corrections, or to an agreed monetary adjustment at Closing in lieu of the correction. **Note: A
253 monetary adjustment may affect the terms of Buyer's loan, e.g. down payment, interest rate and private mortgage insurance,
254 and may also affect Buyer's ability to obtain an occupancy permit.** If no written agreement is reached within said ten (10) days, this
255 contract is terminated and earnest money to be returned to Buyer, subject to paragraph 12. A written commitment within said ten (10)
256 day period by Seller to make the required corrections, at Seller's expense prior to Closing, or a written commitment within said ten
257 (10) day period by Buyer to accept the property without correction by Seller of those violations contained in the original list provided
258 to Buyer by Seller shall also constitute an "agreement" for the purposes of this paragraph, even after earlier negotiations failed to
259 produce an agreement. In instances where the Buyer must make the occupancy permit request (application) to initiate the inspection
260 process, Buyer agrees to do so within four (4) days after the "Acceptance Deadline" date. Nothing herein shall require Buyer to
261 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
262 government inspections but should satisfy himself as to the condition of the property (see paragraph 10). Governmental jurisdictions
263 vary in their occupancy requirements, including the time for applying for the permit and the number of occupants permitted. Buyer
264 intends to have no more than _____ persons occupy the property.

265 **11a. LAWN IRRIGATION SYSTEM / BACK FLOW CERTIFICATION**

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

269 **12. EARNEST MONEY**

270 Buyer and Seller agree that the earnest money received by the escrow agent in connection with this contract shall be deposited
271 within ten (10) banking days after the "Acceptance Deadline" date. Additional earnest money, if applicable, is to be deposited by
272 escrow agent within ten (10) banking days after receipt. Any earnest money received within ten (10) banking days prior to the
273 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,
274 earnest money to apply to the purchase. If any earnest money is being returned to Buyer, Buyer agrees that any expenses for
275 services requested by Buyer may be withheld by escrow agent and paid to the applicable service provider(s). In the event of a
276 dispute over any earnest money held by the escrow agent, the escrow agent shall continue to hold said deposit in its escrow account
277 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
278 its disposition (at which time payment may be made into court, and in such event, court costs and escrow agent's attorney fees will
279 be paid from earnest money); or 3) until a final court judgment mandates its disposition; or 4) as may be required by applicable
280 law. The parties specifically acknowledge and agree that whenever ownership of the earnest money or any other escrowed funds,
281 received by a Missouri licensed real estate broker, is in dispute between the parties, said broker is required by Missouri Statute,

282 Section 339.105.4 RSMo to report and deliver the monies to the State Treasurer within 365 days of the initial projected Closing
283 date. Broker shall not report and deliver any such monies to the State Treasurer until at least sixty (60) days after the initial projected
284 Closing date.

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

288 **13. REMEDIES**

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

302 **14. LOSS**

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

322 **15. ASSIGNABILITY OF CONTRACT**

323 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
324 trust as part of the purchase price, or b) Buyer is assuming the existing note. Assignment does not relieve the parties from their
325 obligations under the contract.

326 **16. MISCELLANEOUS PROVISIONS**

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

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

334 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]
335 and agrees to deliver a certificate at Closing to that effect which contains Seller's tax ID number or Green Card.

336 **18. CONSTRUCTION**

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

19. ACCESS, FINAL WALK-THROUGH AND UTILITIES

Seller agrees to permit inspections of the property by inspectors, contractors, termite inspectors, surveyors, engineers and appraisers selected by Buyer as provided for in the contract, or inspections required by Buyer's lender or insurer, upon reasonable advance notice to Seller. Buyer and ~~selling broker~~Selling Broker may also be present during these inspections. Seller grants Buyer, ~~selling broker~~Selling Broker, and any inspector whose report prompted a request for repairs, the right to enter and walk-through the property, and the right to have the utilities transferred to Buyer, within four (4) days prior to Closing. The purpose of the walk-through is only for the Buyer to 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 repairs are completed in a workmanlike manner. Seller will arrange, at Seller's expense, to have all utilities turned on during the period specified for any inspection and the walk-through, unless utilities have been transferred to Buyer. Waiver of property and improvement inspections does not waive the right to a walk-through prior to Closing. The Closing does not relieve Seller of Seller's obligation to complete improvements and repairs required by this contract.

20. FLOOD PLAIN

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

21. SPECIAL AGREEMENTS

Special agreements between Buyer and Seller forming a part of this contract: _____

22. SQUARE FOOTAGE AND LOT SIZE DISCLOSURE

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

23. SELLER'S DISCLOSURE STATEMENT (Check one)

- Buyer confirms that before signing this offer to purchase, Buyer has read a copy of the Seller's Disclosure Statement for this property. The Seller's Disclosure Statement is not a substitute for any inspection that Buyer may wish to obtain. Buyer is advised to address any concerns Buyer may have about information in the statement by use of contingencies in the contract.
- Seller agrees to provide Buyer with a Seller's Disclosure Statement within one (1) day after the "Acceptance Deadline" date. Buyer shall have three (3) days after the "Acceptance Deadline" date to review said statements and to declare in writing that the contract is terminated and the earnest money is to be returned to Buyer, subject to paragraph 12. Otherwise, this contingency shall be deemed as waived by Buyer.
- No Seller's Disclosure Statement will be provided by Seller.

By his signature, Seller confirms that the information in the Seller's Disclosure Statement is accurate as of the date of this contract. Seller will fully and promptly disclose in writing any new material information pertaining to the property that is discovered at any

392 time prior to Closing. Seller states that if Seller knows or should have known that the property was a lab, production or storage
393 site for methamphetamine, or was the residence of a person convicted of crimes related to methamphetamine, Seller will attach a
394 written description.

395 **Note: The Seller's Disclosure Statement is not in any way incorporated into the terms of this contract.**
396

397 **24. RELATIONSHIPS & COMMUNICATIONS DISCLOSURES**

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

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

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

- 403 Seller's Agent: Licensee is acting on behalf of the Seller.
- 404 Buyer's Agent: Licensee is acting on behalf of the Buyer.
- 405 Dual Agent: Licensee is acting on behalf of both Seller and Buyer.
- 406 Designated Agent: Licensee has been designated to act on behalf of the Seller.
- 407 Transaction Broker Assisting Seller: Licensee is not acting on behalf of either Seller or Buyer.

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

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

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

413
414 **Licensee assisting Buyer is a: (Check appropriate box)**

- 415 Buyer's Agent: Licensee is acting on behalf of the Buyer.
- 416 Seller's Agent: Licensee is acting on behalf of the Seller.
- 417 Dual Agent: Licensee is acting on behalf of both Buyer and Seller.
- 418 Designated Agent: Licensee has been designated to act on behalf of the Buyer.
- 419 Transaction Broker Assisting Buyer: Licensee is not acting on behalf of either Buyer or Seller.
- 420 Subagent of Seller: Licensee is acting on behalf of the Seller.

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

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

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

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

427 ~~Buyer~~ Seller ~~Buyer~~ (with, if applicable, cooperative compensation disclosure)

428 Subject to any compensation that is being paid by Seller to Selling Broker. If cooperating compensation is being offered, Seller and
429 Buyer agree to pay the compensation to the Listing Broker and Selling Broker Buyer Broker in such form and amounts as authorized
430 in their respective representation agreements. If Seller has authorized the payment of compensation by Seller to Selling Broker,
431 Seller agrees to pay the amount listed in the attached Broker Compensation Rider (Form #2109) and/or other compensation
432 agreement Cooperative Compensation Disclosure (Form #2108). This amount of compensation paid by the Seller to the Selling
433 Broker shall be credited to the compensation Buyer is obligated to pay Selling Broker. In no event shall Selling Broker collect more
434 compensation than what Selling Broker agreed to receive in its representation agreement with Buyer.

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

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

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

(Signature Lines Appear on the Following Page)

EDUCATIONAL

441 _____
 442 **Brokerage Firm Name Assisting Buyer** **Brokerage Firm Name Assisting Seller**
 443 **Broker's Firm State License ID#:** _____ **Broker's Firm State License ID#:** _____
 444 **By (Signature):** _____ **By (Signature):** _____
 445 **Printed Name:** _____ **Printed Name:** _____
 446 **Licensee State License ID#:** _____ **Licensee State License ID#:** _____
 447 **Date:** _____ **MLS ID:** _____ **Date:** _____ **MLS ID:** _____

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

449 _____
 450 **BUYER SIGNATURE** **DATE** **BUYER SIGNATURE** **DATE**

451 _____
 452 **Buyer Printed Name** **Buyer Printed Name**

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

454 _____
 455 **SELLER SIGNATURE** **TIME and DATE** **SELLER SIGNATURE** **TIME and DATE**

456 _____
 457 **Seller Printed Name** **Seller Printed Name**

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

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

461 **Note: Unless otherwise agreed in writing, "Acceptance Deadline" is defined as the date for acceptance which was provided to**
 462 **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 10/24

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, Buyer's broker compensation, and other fees allowed by lender.

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

\$ _____ 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 _____.

9/06/24

Not for use before 10/01/24

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

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

48 **4. METHOD OF FINANCING**

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

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

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

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

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

75 **5. CLOSING AND POSSESSION**

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

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

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

- | | |
|--|--|
| 95 <input type="checkbox"/> Appraisal Rider (Form #2046) | <input type="checkbox"/> Possession by Buyer Prior to Closing (Form #2094) |
| 96 <input type="checkbox"/> Back-Up Contract (Form #2120) | <input type="checkbox"/> Possession by Seller After Closing (Form #2095) |
| 97 <input type="checkbox"/> Contingency for Sale and Closing of Buyer's Property (Form #2092) | <input type="checkbox"/> Rental Property Rider (Form #2096) |
| 98 <input type="checkbox"/> Contingency for Closing of Buyer's Property (Form #2092a) | <input type="checkbox"/> Residential Lease (Form #2118) |
| 99 <input type="checkbox"/> Condominiums, Villas or Similar Lifestyle Communities (Form #2059) | <input type="checkbox"/> Review of Indentures/Restrictive Covenants (Form #2143) |
| 100 <input type="checkbox"/> FHA Loan Provision Rider (Form #2135fha) | <input type="checkbox"/> VA Loan Provision Rider (Form #2135va) |
| 101 <input type="checkbox"/> Other: _____ | <input type="checkbox"/> Other: _____ |
| 102 <input type="checkbox"/> Broker Compensation Rider (Form #2109) | |

103 7. **FRANCHISE DISCLOSURE**

104 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).

105 8. **TITLE AND SURVEY**

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

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

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

116 Not later than _____ days (5 days if none stated) after the “Acceptance Deadline” date, Seller will order a commitment for
117 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
118 (if required by lender) in the latest ALTA form including mechanics lien coverage from the title company selected in paragraph
119 5. Seller and Buyer authorize and direct the title company to furnish this commitment to the Selling Broker and Listing Broker.
120 Seller shall pay for the title insurance (including title premium and title service charges), at Closing, at a cost not to exceed
121 \$ _____. Buyer to pay title cost exceeding this amount.

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

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

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

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

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

133 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
134 contingency, Buyer shall within _____ days (25 days if none stated) after the “Acceptance Deadline” date, furnish a
135 copy of the document evidencing the defect to Seller or Listing Broker stating, in writing, any title or survey defects that are 1)
136 unacceptable to Buyer; 2) not listed above; and 3) adversely affect the use of the property as it exists for residential purposes at the
137 time of the contract. Failure by Seller or Listing Broker to receive such objections to title or survey within such time will constitute
138 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
139 the latest ALTA form including mechanics lien coverage. If Buyer does timely object to any title or survey defects, Seller has five
140 (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
141 Closing at Seller’s expense. If Seller does not so agree, this contract is terminated unless Buyer, within two (2) additional days,
142 agrees in writing to accept the title and survey “as is”. If the contract is terminated in accordance with the provisions of this paragraph,
143 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,
144 inspection(s) and appraisal. Seller shall be responsible for clearing any defects that arise between the date of the contract acceptance
145 and Closing.

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

152 9. **ADJUSTMENTS AND CLOSING COSTS**

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

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

- 156 • hazard insurance premium(s) and flood insurance premium, if required by lender;
- 157 • survey and title company charges (for example: Closing, recording, escrow, wire and closing protection letter fees) customarily paid by
158 Buyer, subject to paragraph 8;
- 159 • any charges imposed by lender (for example: appraisal and credit report fees, loan discount points, loan origination fees, funding
160 fees, and other loan expenses), unless specifically agreed to be paid by Seller;
- 161 • building, termite, and environmental inspections;
- 162 • 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;

- 163 • real estate compensation to Broker per separate written agreement;
- 164 • municipal occupancy permit; and
- 165 • agreed upon repairs.

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

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

175 **Buyer and Seller shall have prorated and adjusted between them on the basis of thirty (30) days to the month as of the date**

176 **of Closing (Seller to pay for last day):**

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

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

185 Within _____ days (10 days if none stated) after the "Acceptance Deadline" date (the "Inspection Period"), Buyer

186 may purchase one or more written home inspection report(s) from any independent qualified inspector(s) of the property and

187 improvements as deemed necessary by Buyer, including, but not limited to, environmental hazards; termite and wood-destroying

188 insect infestation and damage; plumbing, including water, well, sewer, septic and waste-water treatment systems; roof and other

189 structural improvements; heating and air conditioning systems and equipment; electrical systems and equipment; swimming pools

190 and equipment; chimneys, flues and gas lines/fuel runs; basement leaks and exterior drainage; and mechanical equipment, including

191 appliances. **Discovery of an unsafe condition(s) may result in immediate shut off of one or more appliances or utilities.**

192 Buyer's Inspection Period will end upon the delivery of the Inspection Notice described below or the time period stated above,

193 whichever occurs first. Failure by Buyer to purchase and perform an inspection within the time period stated above shall constitute

194 a waiver and acceptance of any conditions an inspection would have disclosed. **Buyer should contact law enforcement officials**

195 **for information pertaining to whether registered sex offenders or other convicted criminals reside in the area.**

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

197 **following:**

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

213 Buyer acknowledges: 1) that Listing Broker and Selling Broker do not have expertise in determining any defects that may be

214 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

215 particular company for any inspections, warranties, and services; 3) that any inspections, warranties, and services may be available

216 from more than one company and that the determination to select a particular company and the completeness and satisfaction of

217 any said inspection, warranty or service is the sole responsibility of Buyer; 4) that when choosing an inspector, warranty, service

218 company, title company, lender, repair company, or any other service provider, Buyer should consider, but not be limited by, the

219 existence of errors and omissions insurance, liability insurance, business and professional licensure, membership in professional

220 associations and years of experience; 5) that there have been no warranties, express or implied, by Seller or Brokers.

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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 at a cost not to exceed \$ _____ and further described _____.

10a. INSURABILITY

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

11. GOVERNMENTAL INSPECTIONS AND OCCUPANCY REQUESTS

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

11a. LAWN IRRIGATION SYSTEM / BACK FLOW CERTIFICATION

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

12. EARNEST MONEY

Buyer and Seller agree that the earnest money received by the escrow agent in connection with this contract shall be deposited within ten (10) banking days after the “Acceptance Deadline” date. Additional earnest money, if applicable, is to be deposited by escrow agent within ten (10) banking days after receipt. Any earnest money received within ten (10) banking days prior to the 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, earnest money to apply to the purchase. If any earnest money is being returned to Buyer, Buyer agrees that any expenses for services requested by Buyer may be withheld by escrow agent and paid to the applicable service provider(s). In the event of a dispute over any earnest money held by the escrow agent, the escrow agent shall continue to hold said deposit in its escrow account 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 its disposition (at which time payment may be made into court, and in such event, court costs and escrow agent’s attorney fees will be paid from earnest money); or 3) until a final court judgment mandates its disposition; or 4) as may be required by applicable law. The parties specifically acknowledge and agree that whenever ownership of the earnest money or any other escrowed funds, received by a Missouri licensed real estate broker, is in dispute between the parties, said broker is required by Missouri Statute, Section 339.105.4 RSMo to report and deliver the monies to the State Treasurer within 365 days of the initial projected Closing date. Broker shall not report and deliver any such monies to the State Treasurer until at least sixty (60) days after the initial projected Closing date.

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

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13. REMEDIES

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

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14. LOSS

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

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15. ASSIGNABILITY OF CONTRACT

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 trust as part of the purchase price, or b) Buyer is assuming the existing note. Assignment does not relieve the parties from their obligations under the contract.

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16. MISCELLANEOUS PROVISIONS

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

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

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] and agrees to deliver a certificate at Closing to that effect which contains Seller's tax ID number or Green Card.

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18. CONSTRUCTION

Words and phrases shall be construed as in the singular or plural number, and as masculine, feminine or gender neutral, according 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 agency listing contract; or b) a broker assisting the Seller as a transaction broker, whichever is appropriate. When the term "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) a broker assisting the Buyer as a subagent of the Seller; or c) a broker assisting the Buyer as a transaction broker, whichever is appropriate.

333 The term "broker" shall include the broker's affiliated licensees (referred to as "salespeople"). Listing Broker and Selling Broker
334 may be referred to collectively as "Broker" or "Brokers." **With the exception of the term "banking days" as used in paragraph**
335 **12, a day is defined as a 24-hour calendar day, seven (7) days per week.**

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

337 Seller agrees to permit inspections of the property by inspectors, contractors, termite inspectors, surveyors, engineers and appraisers
338 selected by Buyer as provided for in the contract, or inspections required by Buyer's lender or insurer, upon reasonable advance
339 notice to Seller. Buyer and Selling Broker may also be present during these inspections. Seller grants Buyer, Selling Broker, and
340 any inspector whose report prompted a request for repairs, the right to enter and walk-through the property, and the right to have
341 the utilities transferred to Buyer, within four (4) days prior to Closing. The purpose of the walk-through is only for the Buyer to
342 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
343 repairs are completed in a workmanlike manner. Seller will arrange, at Seller's expense, to have all utilities turned on during the
344 period specified for any inspection and the walk-through, unless utilities have been transferred to Buyer. Waiver of property and
345 improvement inspections does not waive the right to a walk-through prior to Closing. The Closing does not relieve Seller of Seller's
346 obligation to complete improvements and repairs required by this contract.

347 **20. FLOOD PLAIN**

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

352 **21. SPECIAL AGREEMENTS**

353 Special agreements between Buyer and Seller forming a part of this contract: _____
354 _____
355 _____
356 _____
357 _____
358 _____
359 _____

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

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

372 **23. SELLER'S DISCLOSURE STATEMENT (Check one)**

- 373 Buyer confirms that before signing this offer to purchase, Buyer has read a copy of the Seller's Disclosure Statement for this
374 property. The Seller's Disclosure Statement is not a substitute for any inspection that Buyer may wish to obtain. Buyer is
375 advised to address any concerns Buyer may have about information in the statement by use of contingencies in the contract.
- 376 Seller agrees to provide Buyer with a Seller's Disclosure Statement within one (1) day after the "Acceptance Deadline" date.
377 Buyer shall have three (3) days after the "Acceptance Deadline" date to review said statements and to declare in writing that
378 the contract is terminated and the earnest money is to be returned to Buyer, subject to paragraph 12. Otherwise, this contingency
379 shall be deemed as waived by Buyer.
- 380 No Seller's Disclosure Statement will be provided by Seller.

381 By his signature, Seller confirms that the information in the Seller's Disclosure Statement is accurate as of the date of this contract.
382 Seller will fully and promptly disclose in writing any new material information pertaining to the property that is discovered at any
383 time prior to Closing. Seller states that if Seller knows or should have known that the property was a lab, production or storage
384 site for methamphetamine, or was the residence of a person convicted of crimes related to methamphetamine, Seller will attach a
385 written description.

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

386 **24. RELATIONSHIPS & COMMUNICATIONS DISCLOSURES**

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

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

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

- 392 Seller’s Agent: Licensee is acting on behalf of the Seller.
- 393 Buyer’s Agent: Licensee is acting on behalf of the Buyer.
- 394 Dual Agent: Licensee is acting on behalf of both Seller and Buyer.
- 395 Designated Agent: Licensee has been designated to act on behalf of the Seller.
- 396 Transaction Broker Assisting Seller: Licensee is not acting on behalf of either Seller or Buyer.

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

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

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

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

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

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

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

- 415 Seller Buyer

416 Subject to any compensation that is being paid by Seller to Selling Broker , Seller and Buyer agree to pay the compensation to the
 417 Listing Broker and Selling Broker in such form and amounts as authorized in their respective representation agreements. If Seller
 418 has authorized the payment of compensation by Seller to Selling Broker, Seller agrees to pay the amount listed in the attached
 419 Broker Compensation Rider (Form #2109) and/or other compensation agreement. This amount of compensation paid by the Seller
 420 to the Selling Broker shall be credited to the compensation Buyer is obligated to pay Selling Broker. In no event shall Selling Broker
 421 collect more compensation than what Selling Broker agreed to receive in its representation agreement with Buyer.

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

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

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

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

428 _____
 429 **Brokerage Firm Name Assisting Buyer** **Brokerage Firm Name Assisting Seller**

430 **Broker's Firm State License ID#:** _____ **Broker's Firm State License ID#:** _____

431 **By (Signature):** _____ **By (Signature):** _____

432 **Printed Name:** _____ **Printed Name:** _____

433 **Licensee State License ID#:** _____ **Licensee State License ID#:** _____

434 **Date:** _____ **MLS ID:** _____ **Date:** _____ **MLS ID:** _____

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

436 _____
 437 **BUYER SIGNATURE** **DATE** **BUYER SIGNATURE** **DATE**

438 _____
 439 **Buyer Printed Name** **Buyer Printed Name**

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

441 _____
 442 **SELLER SIGNATURE** **TIME and DATE** **SELLER SIGNATURE** **TIME and DATE**

443 _____
 444 **Seller Printed Name** **Seller Printed Name**

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

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

448 **Note: Unless otherwise agreed in writing, "Acceptance Deadline" is defined as the date for acceptance which was provided to**
 449 **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 #2124 0710/24

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 ~~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, through services of Broker during the Term, Broker shall be due and payable at closing ~~(check one):~~

_____ % of purchase price (\$0 if none stated); ~~OR~~ \$ _____ ; as a flat amount fee (\$0 if none stated); ~~OR AND~~
Other: _____ (describe) _____ (N/A if left blank(s) are not filled

~~##~~). 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 ~~understands that~~ authorizes Broker ~~will endeavor to first collect the~~ negotiate for and
accept the compensation ~~described above~~ from the seller or listing broker, ~~provided the seller has expressly authorized such~~
~~compensation. 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. ~~The source of compensation shall be~~
~~determined as follows:~~

9/06/24

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

Not for use before 10/01/24

46 ~~1) _____ If~~
47 ~~seller has authorized listing broker to pay cooperating compensation to Broker and the amount authorized by seller is equal to or greater~~
48 ~~than the compensation listed above, 100% of Broker's compensation shall be paid by listing broker;~~
49 ~~2) _____ If~~
50 ~~seller has authorized listing broker to pay compensation to Broker and the amount authorized by seller is less than the amount of~~
51 ~~compensation listed above, Buyer shall be responsible for the difference in the compensation listed above and the amount of Buyer's~~
52 ~~compensation that seller has authorized listing broker to pay to Broker; or,~~
53 ~~3) _____ If~~
54 ~~seller has not authorized listing broker to pay any compensation to Broker, Buyer shall be solely responsible for the sum of the~~
55 ~~compensation listed above. Buyer may wish to negotiate with the seller through the sale contract to have seller pay Broker's~~
56 ~~compensation.~~

57 **Note: ~~Under current Veteran's Affairs (VA) regulations, VA Buyers cannot pay compensation to the Broker. VA financed~~**
58 **~~transactions. Certain loan and assistance programs may not allow buyers to compensate their broker. Those transactions should~~**
59 **~~be conditioned upon the full compensation paid by the Seller or Listing Broker. Confirm the details of your program with your~~**
60 **~~lender.~~**

61 **DUAL AGENCY CONSENT**

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

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

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

72 **DESIGNATED AGENCY**

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

79 **REPRESENTATIONS**

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

81 **BROKER'S ROLE**

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

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

86 _____
87 _____
88 _____
89 _____
90 _____

91 **BUYER AGREES:**

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

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

110 **REPRESENTING OTHER BUYER**

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

113 **PREVIOUS REPRESENTATION**

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

117 **FAILURE TO CLOSE**

118 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
119 no obligation to pay the compensation provided for above. If such transaction fails to close because of any fault on the part of Buyer,
120 such compensation will not be waived but will be due and payable immediately. In no case shall Broker be obligated to advance funds
121 for the benefit of Buyer in order to complete a closing.

122 **SMART HOME TECHNOLOGY PRIVACY CONCERNS**

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

127 **SURVEILLANCE/RECORDING**

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

134 **NON-DISCRIMINATION**

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

138 **REMEDIES**

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

143 **INDEMNIFICATION**

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

146 **FRANCHISE DISCLOSURE**

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

148 **MODIFICATION OF THIS AGENCY CONTRACT**

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

151 **BROKER DISCLOSURE FORM**

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

155 **ELECTRONIC SIGNATURES**

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

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

160	_____	_____	_____	_____
161	BUYER SIGNATURE	DATE	BUYER SIGNATURE	DATE
162	_____	_____	_____	_____
163	Buyer Printed Name		Buyer Printed Name	
164	_____	_____	_____	_____
165	Buyer Current Address		Buyer Current Address	
166	_____	_____	_____	_____
167	Buyer City, State, Zip		Buyer City, State, Zip	
168	_____	_____	_____	_____
169	Buyer Email Address		Buyer Email Address	
170	_____	_____	_____	_____
171	Buyer Phone		Buyer Phone	
172	_____	_____	_____	_____
173	BROKER (Company)		AUTHORIZED AGENT SIGNATURE	DATE
174			_____	_____
175			Authorized Agent Printed Name	
176			_____	_____
177			Authorized Agent Email	
178	_____	_____	_____	_____
179	BROKER SIGNATURE	DATE	Broker Printed Name	
180	<i>(if required by company policy or the practice of Designated Agency)</i>			

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

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

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

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

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

- 218 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
219 property or the property the client or customer seeks to purchase or lease;
- 220 2. Assisting the client or customer in developing, communicating, negotiating and presenting offers, counteroffers and notices that
221 relate to the offers and the counteroffers until a lease or purchase agreement is signed and all contingencies are satisfied or waived;
222 and
- 223 3. Answering the client's or customer's questions relating to the offers, counteroffers, notices, and contingencies.

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

- 225 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
226 written agreement pursuant to section 339.780.
- 227 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

- 228 obligations required by sections 339.730 and 339.740 unless otherwise provided for in this section.
229 3. Except as provided in subsections 4 and 5 of this section, a dual agent may disclose any information to one client that the
230 licensee gains from the other client if the information is material to the transaction unless it is confidential information as defined
231 in section 339.710.
232 4. The following information shall not be disclosed by a dual agent without the consent of the client to whom the information
233 pertains:
234 (1) That a buyer or tenant is willing to pay more than the purchase price or lease rate offered for the property;
235 (2) That a seller or landlord is willing to accept less than the asking price or lease rate for the property;
236 (3) What the motivating factors are for any client buying, selling, or leasing the property;
237 (4) That a client will agree to financing terms other than those offered; and
238 (5) The terms of any prior offers or counter offers made by any party.
239 5. A dual agent shall not disclose to one client any confidential information about the other client unless the disclosure is required by
240 statute, rule, or regulation or failure to disclose the information would constitute a misrepresentation or unless disclosure is necessary
241 to defend the affiliated licensee against an action of wrongful conduct in an administrative or judicial proceeding or before a
242 professional committee. No cause of action for any person shall arise against a dual agent for making any required or permitted
243 disclosure. A dual agent does not terminate the dual agency relationship by making any required or permitted disclosure.
244 6. In a dual agency relationship, there shall be no imputation of knowledge or information between the client and the dual agent or
245 among persons within an entity engaged as a dual agent.

EDUCATION

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 10/24

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.**

45 **DUAL AGENCY CONSENT**

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

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

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

50 Pursuant to this Agency Contract, Broker will initially be acting in the capacity of Buyer's limited agent, with the duties and obligations
51 of a buyer's limited agent under Missouri law as set forth following the parties' signatures below. However, Buyer acknowledges that
52 from time to time, a prospective seller may engage Broker to act in one of several possible capacities with respect to that seller, 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 Buyer's written consent, as required by rule or regulation.

56 **DESIGNATED AGENCY**

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 agreement.)
61 _____
62 _____

63 **REPRESENTATIONS**

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

65 **BROKER'S ROLE**

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

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

70 _____
71 _____
72 _____
73 _____
74 _____

75 **BUYER AGREES:**

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

83 **BUYER ACKNOWLEDGES:**

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

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95 Buyer understands that Broker has no duty to represent only Buyer, and that Broker may represent other prospective buyers who may
96 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.

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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
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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.

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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.

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133 No modification of any of the terms of this Agency Contract shall be valid and binding upon the parties or entitled to enforcement
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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	BROKER (Company)		AUTHORIZED AGENT SIGNATURE	DATE
158			_____	_____
159			Authorized Agent Printed Name	
160			_____	_____
161			Authorized Agent Email	
162	_____	_____	_____	_____
163	BROKER SIGNATURE	DATE	Broker Printed Name	
164	<i>(if required by company policy or the practice of Designated Agency)</i>			

EDUCATION

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

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173 other properties while the client is a party to a contract to purchase property or to a lease or letter of intent to lease;
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175 party to a contract to purchase property or is already a party to a contract or a letter of intent to lease;
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183 civil rights statutes or regulations.
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185 statute, rule, or regulation or failure to disclose the information would constitute a misrepresentation or unless disclosure is necessary
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198 set forth in subsections 1 to 4 of this section.

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

- 202 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
203 property or the property the client or customer seeks to purchase or lease;
- 204 2. Assisting the client or customer in developing, communicating, negotiating and presenting offers, counteroffers and notices that
205 relate to the offers and the counteroffers until a lease or purchase agreement is signed and all contingencies are satisfied or waived;
206 and
- 207 3. Answering the client's or customer's questions relating to the offers, counteroffers, notices, and contingencies.

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- 213 3. Except as provided in subsections 4 and 5 of this section, a dual agent may disclose any information to one client that the
214 licensee gains from the other client if the information is material to the transaction unless it is confidential information as defined
215 in section 339.710.
- 216 4. The following information shall not be disclosed by a dual agent without the consent of the client to whom the information
217 pertains:
 - 218 (1) That a buyer or tenant is willing to pay more than the purchase price or lease rate offered for the property;
 - 219 (2) That a seller or landlord is willing to accept less than the asking price or lease rate for the property;
 - 220 (3) What the motivating factors are for any client buying, selling, or leasing the property;
 - 221 (4) That a client will agree to financing terms other than those offered; and
 - 222 (5) The terms of any prior offers or counter offers made by any party.

- 223 5. A dual agent shall not disclose to one client any confidential information about the other client unless the disclosure is required by
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226 professional committee. No cause of action for any person shall arise against a dual agent for making any required or permitted
227 disclosure. A dual agent does not terminate the dual agency relationship by making any required or permitted disclosure.
228 6. In a dual agency relationship, there shall be no imputation of knowledge or information between the client and the dual agent or
229 among persons within an entity engaged as a dual agent.

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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 (check one):
34 _____ % of purchase price (\$0 if none stated); OR \$ _____ ÷ as a flat amount fee (\$0 if none stated); OR AND
35 Other: _____ (describe) _____
36 _____ (N/A if left blank(s) are not filled
37 in). Buyer agrees that the compensation above is the voluntary and knowing choice of Buyer.

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

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

43 Unless otherwise agreed to in writing, Buyer understands that authorizes Broker will endeavor to first collect the negotiate for and
44 accept the compensation described above from the seller or listing broker, provided the seller has expressly authorized such

45 ~~compensation. If Broker receives any compensation from seller or listing broker for services covered by this Agency Contract, that~~
46 ~~amount will be credited toward Buyer's obligation to pay the above Compensation. If seller does not pay any compensation to Broker,~~
47 ~~Buyer shall be solely responsible for the sum of the compensation listed above.~~ In no case shall the amount of compensation received
48 by Broker from all sources be greater than the amount of compensation listed in this agreement. ~~The source of compensation shall be~~
49 ~~determined as follows:~~

50 1) _____ If
51 seller has authorized listing broker to pay cooperating compensation to Broker and the amount authorized by seller is equal to or greater
52 than the compensation listed above, 100% of Broker's compensation shall be paid by listing broker;

53 2) _____ If
54 seller has authorized listing broker to pay compensation to Broker and the amount authorized by seller is less than the amount of
55 compensation listed above, Buyer shall be responsible for the difference in the compensation listed above and the amount of Buyer's
56 compensation that seller has authorized listing broker to pay to Broker; or,

57 3) _____ If
58 seller has not authorized listing broker to pay any compensation to Broker, Buyer shall be solely responsible for the sum of the
59 compensation listed above. Buyer may wish to negotiate with the seller through the sale contract to have seller pay Broker's
60 compensation.

61 **Note: Under current Veteran's Affairs (VA) regulations, VA Buyers cannot pay compensation to the Broker. VA financed**
62 **transactions Certain loan and assistance programs may not allow buyers to compensate their broker. Those transactions should**
63 **be conditioned upon the full compensation paid by the Owner or Broker. Confirm the details of your program with your lender.**

64 **DUAL AGENCY CONSENT**

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

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

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

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

75 **DESIGNATED AGENCY**

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

82 **REPRESENTATIONS**

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

84 **BROKER'S ROLE**

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

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

89 _____
90 _____
91 _____
92 _____
93 _____

94 **BUYER AGREES:**

95 1) To refer information Buyer may receive during the Term of this Agency Contract for the type of property sought, from any source
96 to Broker, to avoid the possibility of confusion over agency relationship and misunderstandings about liability for compensation.
97 To work exclusively with Broker to identify and acquire the type of property sought during the Term of this Agency Contract.

- 98 2) To comply with the reasonable requests of Broker to supply any financial or personal data needed to fulfill the terms of this
99 Agency Contract.
100 3) To make themselves reasonably available and responsive for all purposes of this Contract.
101 4) To consult with Broker before visiting any new or existing property of the type sought or contacting any other broker representing
102 sellers to avoid confusion over the agency relationship and misunderstandings about liability for compensation.
103 5) To not enter into another exclusive buyer representation agreement(s) or similar agreement(s) that conflicts with this Contract, prior to
104 termination of this Contract.

105 **BUYER ACKNOWLEDGES:**

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

115 **REPRESENTING OTHER BUYER**

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

118 **PREVIOUS REPRESENTATION**

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

122 **FAILURE TO CLOSE**

123 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
124 no obligation to pay the compensation provided for above. If such transaction fails to close because of any fault on the part of Buyer,
125 such compensation will not be waived but will be due and payable immediately. In no case shall Broker be obligated to advance funds
126 for the benefit of Buyer in order to complete a closing.

127 **SMART HOME TECHNOLOGY PRIVACY CONCERNS**

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

132 **SURVEILLANCE/RECORDING**

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

139 **NON-DISCRIMINATION**

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

143 **REMEDIES**

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

148 **INDEMNIFICATION**

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

151 **FRANCHISE DISCLOSURE**

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

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153 **MODIFICATION OF THIS AGENCY CONTRACT**

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

156 **BROKER DISCLOSURE FORM**

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

160 **ELECTRONIC SIGNATURES**

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

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

165	_____	_____	_____	_____
166	BUYER SIGNATURE	DATE	BUYER SIGNATURE	DATE
167	_____	_____	_____	_____
168	Buyer Printed Name		Buyer Printed Name	
169	_____	_____	_____	_____
170	Buyer Current Address		Buyer Current Address	
171	_____	_____	_____	_____
172	Buyer City, State, Zip		Buyer City, State, Zip	
173	_____	_____	_____	_____
174	Buyer Email Address		Buyer Email Address	
175	_____	_____	_____	_____
176	Buyer Phone		Buyer Phone	
177	_____	_____	_____	_____
178	BROKER (Company)		AUTHORIZED AGENT SIGNATURE	DATE
179			_____	_____
180			Authorized Agent Printed Name	
181			_____	_____
182			Authorized Agent Email	
183	_____	_____	_____	_____
184	BROKER SIGNATURE	DATE	Broker Printed Name	
185	<i>(if required by company policy or the practice of Designated Agency)</i>			

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

- 188 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
189 obligations:
- 190 (1) To perform the terms of any written agreement made with the client;
 - 191 (2) To exercise reasonable skill and care for the client;
 - 192 (3) To promote the interests of the client with the utmost good faith, loyalty, and fidelity, including:
 - 193 (a) Seeking a price and terms which are acceptable to the client, except that the licensee shall not be obligated to seek
194 other properties while the client is a party to a contract to purchase property or to a lease or letter of intent to lease;
 - 195 (b) Presenting all written offers to and from the client in a timely manner regardless of whether the client is already a
196 party to a contract to purchase property or is already a party to a contract or a letter of intent to lease;
 - 197 (c) Disclosing to the client adverse material facts actually known or that should have been known by the licensee; and
 - 198 (d) Advising the client to obtain expert advice as to material matters about which the licensee knows but the specifics of
199 which are beyond the expertise of the licensee;
 - 200 (4) To account in a timely manner for all money and property received;
 - 201 (5) To comply with all requirements of sections 339.710 to 339.860, subsection 2 of section 339.100, and any rules and
202 regulations promulgated pursuant to those sections; and
 - 203 (6) To comply with any applicable federal, state, and local laws, rules, regulations, and ordinances, including fair housing and
204 civil rights statutes or regulations.
- 205 2. A licensee acting as a buyer’s agent shall not disclose any confidential information about the client unless disclosure is required by
206 statute, rule, or regulation or failure to disclose the information would constitute a misrepresentation or unless disclosure is necessary
207 to defend the affiliated licensee against an action of wrongful conduct in an administrative or judicial proceeding or before a
208 professional committee. No cause of action for any person shall arise against a licensee acting as a buyer’s agent for making any
209 required or permitted disclosure.
- 210 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
211 all adverse material facts actually known or that should have been known by the licensee. A buyer’s agent owes no duty to conduct
212 an independent investigation of the client’s financial condition for the benefit of the customer and owes no duty to independently
213 verify the accuracy or completeness of statements made by the client or any independent inspector.
- 214 4. A buyer’s agent may show properties in which the client is interested to other prospective buyers without breaching any duty or
215 obligation to the client. This section shall not be construed to prohibit a buyer’s agent from showing competing buyers the same
216 property and from assisting competing buyers in attempting to purchase or lease a particular property.
- 217 5. A client may agree in writing with a buyer’s agent that other designated brokers may be retained and compensated as subagents.
218 Any designated broker acting on the buyer’s behalf as a subagent shall be a limited agent with the obligations and responsibilities
219 set forth in subsections 1 to 4 of this section.

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

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

- 223 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
224 property or the property the client or customer seeks to purchase or lease;
- 225 2. Assisting the client or customer in developing, communicating, negotiating and presenting offers, counteroffers and notices that
226 relate to the offers and the counteroffers until a lease or purchase agreement is signed and all contingencies are satisfied or waived;
227 and
- 228 3. Answering the client’s or customer’s questions relating to the offers, counteroffers, notices, and contingencies.

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

- 230 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
231 agreement pursuant to section 339.780.
- 232 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
233 required by sections 339.730 and 339.740 unless otherwise provided for in this section.
- 234 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
235 gains from the other client if the information is material to the transaction unless it is confidential information as defined in section
236 339.710.
- 237 4. The following information shall not be disclosed by a dual agent without the consent of the client to whom the information pertains:
 - 238 (1) That a buyer or tenant is willing to pay more than the purchase price or lease rate offered for the property;
 - 239 (2) That a seller or landlord is willing to accept less than the asking price or lease rate for the property;
 - 240 (3) What the motivating factors are for any client buying, selling, or leasing the property;
 - 241 (4) That a client will agree to financing terms other than those offered; and
 - 242 (5) The terms of any prior offers or counter offers made by any party.

- 243 5. A dual agent shall not disclose to one client any confidential information about the other client unless the disclosure is required by
244 statute, rule, or regulation or failure to disclose the information would constitute a misrepresentation or unless disclosure is necessary
245 to defend the affiliated licensee against an action of wrongful conduct in an administrative or judicial proceeding or before a
246 professional committee. No cause of action for any person shall arise against a dual agent for making any required or permitted
247 disclosure. A dual agent does not terminate the dual agency relationship by making any required or permitted disclosure.
- 248 6. In a dual agency relationship, there shall be no imputation of knowledge or information between the client and the dual agent or
249 among persons within an entity engaged as a dual agent.

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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	_____	_____	_____	_____
162	BROKER (Company)		AUTHORIZED AGENT SIGNATURE	DATE
163			_____	_____
164			Authorized Agent Printed Name	
165			_____	_____
166			Authorized Agent Email	
167	_____	_____	_____	_____
168	BROKER SIGNATURE	DATE	Broker Printed Name	
169	<i>(if required by company policy or the practice of Designated Agency)</i>			

EDUCATIONAL

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

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

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

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

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

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

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

- 214 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
215 agreement pursuant to section 339.780.
- 216 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
217 required by sections 339.730 and 339.740 unless otherwise provided for in this section.
- 218 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
219 gains from the other client if the information is material to the transaction unless it is confidential information as defined in section
220 339.710.
- 221 4. The following information shall not be disclosed by a dual agent without the consent of the client to whom the information 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.

EDUCATION

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 0710/24

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 appoints
4 _____ (hereinafter referred to as "Broker") to act as an exclusive agent for Buyer
5 for the purpose of acquiring real property as described below. "Broker" shall refer to the brokerage and any affiliated licensee. The term
6 "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 through services of Broker during the Term, Broker shall be due and payable at closing ~~(check one):~~ _____ % of purchase
34 price ~~(\$0 if none stated);-~~, OR ~~input type="checkbox"/>~~ \$ _____ ÷ as a flat amount fee ~~(\$ 0 if none stated);-~~, OR ~~AND~~ Other: (describe)
35 _____

36 _____ (N/A if left blank(s) are not filled
37 ~~input type="checkbox"/>~~). Buyer agrees that the compensation above is the voluntary and knowing choice of Buyer.

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

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

43 Unless otherwise agreed to in writing, Buyer ~~understands that~~ authorizes Broker ~~will endeavor to first collect~~ negotiate for and accept
44 the compensation ~~described above~~ from the seller or listing broker, ~~provided the seller has expressly authorized such compensation. If~~
45 Broker receives any compensation from seller or listing broker for services covered by this Contract, that amount will be credited toward
46 Buyer's obligation to pay the above Compensation. If seller does not pay any compensation to Broker, Buyer shall be solely responsible
47 for the sum of the compensation listed above. In no case shall the amount of compensation received by Broker from all sources be
48 greater than the amount of compensation listed in this agreement. ~~The source of compensation shall be determined as follows:~~
49 1) If seller has authorized listing broker to pay cooperating compensation to Broker and the amount authorized by seller is equal to or
50 greater than the compensation listed above, 100% of Broker's compensation shall be paid by listing broker;
51 2) If seller has authorized listing broker to pay compensation to Broker and the amount authorized by seller is less than the amount of
52 compensation listed above, Buyer shall be responsible for the difference in the compensation listed above and the amount of Buyer's
53 compensation that seller has authorized listing broker to pay to Broker; or,
54 3) If seller has not authorized listing broker to pay any compensation to Broker, Buyer shall be solely responsible for the sum of the
55 compensation listed above. Buyer may wish to negotiate with the seller through the sale contract to have seller pay Broker's
56 compensation.

57 **Note: Under current Veteran's Affairs (VA) regulations, VA Buyers cannot pay compensation to the Broker. VA-financed**
58 **transactions** Certain loan and assistance programs may not allow buyers to compensate their broker. Those transactions should
59 **be conditioned upon the full compensation paid by the Seller or Listing Broker. Confirm the details of your program with your**
60 **lender.**

61 **TRANSACTION BROKERAGE AS STARTING POINT**

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

68 **DESIGNATED AGENT OF TRANSACTION BROKER**

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

76 **REPRESENTATIONS**

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

78 **BROKER'S ROLE**

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

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

83 _____
84 _____
85 _____
86 _____
87 _____

88 **BUYER AGREES:**

- 89 1) To work exclusively with Broker during the Term. Buyer further agrees Buyer will not communicate directly or indirectly with any
90 seller of any real estate or seller's representative to whom Broker has introduced Buyer or negotiated with for the purchase, option,
91 or exchange of real estate on behalf of Buyer.
92 2) To comply with the reasonable requests of Broker to supply any financial or personal data needed to fulfill the terms of this
93 Brokerage Contract.
94 3) To make themselves reasonably available and responsive for all purposes of this Contract.
95 4) To consult with Broker before visiting any new or existing property of the type sought or contacting any other broker representing
96 sellers to avoid confusion over brokerage and agency relationships and misunderstandings about liability for compensation.

97 5) To not enter into another exclusive buyer representation agreement(s) or similar agreement(s) that conflicts with this Contract, prior to
98 termination of this Contract.

99 **BUYER ACKNOWLEDGES:**

- 100 1) Having read the Transaction Broker Duties and Obligations and Duties and Obligations of Limited Agency provisions outlined
101 below.
102 2) This agreement is a transaction broker contract, according to Missouri law, and does not establish an agency relationship.
103 3) That if a property has had construction work performed, the lien rights of persons who performed work or supplied materials are
104 affected by the requirements of Chapter 429 of the Missouri Revised Statutes. Failure by the property owner to post and record a
105 timely "notice of intended sale" may affect lien rights and Buyer's ability to get mechanic's lien coverage in Buyer's title insurance
106 policy.
107 4) That Broker recommends that any offer to purchase a property be conditioned on Buyer obtaining an inspection, survey (if applicable),
108 appraisal, verification of insurability, and title policy.

109 **REPRESENTING OTHER BUYER**

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

112 **PREVIOUS REPRESENTATION**

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

116 **FAILURE TO CLOSE**

117 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
118 no obligation to pay the compensation provided for above. If such transaction fails to close because of any fault on the part of Buyer,
119 such compensation will not be waived but will be due and payable immediately. In no case shall Broker be obligated to advance funds
120 for the benefit of Buyer in order to complete a closing.

121 **SMART HOME TECHNOLOGY PRIVACY CONCERNS**

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

126 **SURVEILLANCE/RECORDING**

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

133 **NON-DISCRIMINATION**

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

137 **REMEDIES**

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

142 **INDEMNIFICATION**

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

145 **FRANCHISE DISCLOSURE**

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

147 **MODIFICATION OF THIS BROKERAGE CONTRACT**

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

EDUCATION

150 **BROKER DISCLOSURE FORM**

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

154 **ELECTRONIC SIGNATURES**

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

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

159 _____
160 BUYER SIGNATURE DATE BUYER SIGNATURE DATE

161 _____
162 Buyer Printed Name Buyer Printed Name

163 _____
164 Buyer Current Address Buyer Current Address

165 _____
166 Buyer City, State, Zip Buyer City, State, Zip

167 _____
168 Buyer Email Address Buyer Email Address

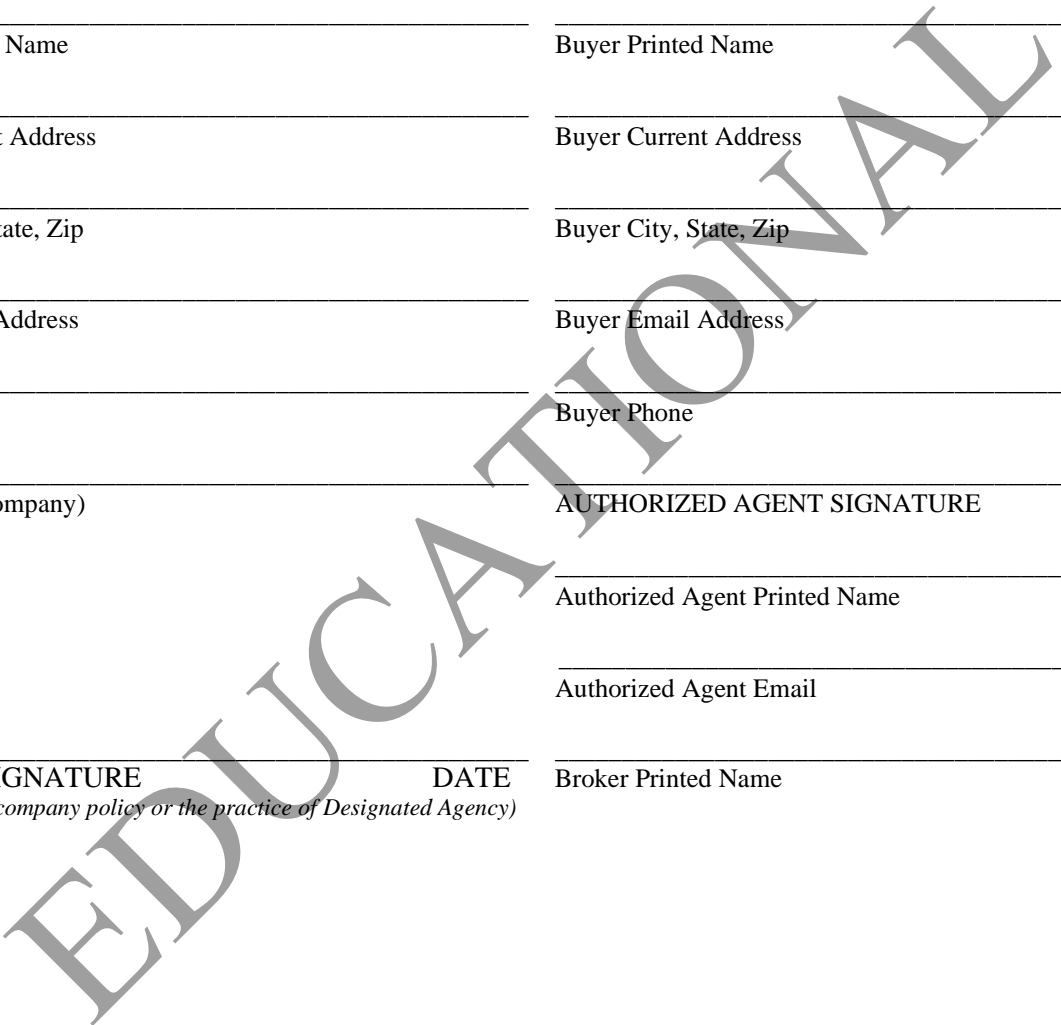
169 _____
170 Buyer Phone Buyer Phone

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



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RELEVANT ASPECTS OF MISSOURI REAL ESTATE LAW ARE REFERENCED BELOW:

DUTIES AND OBLIGATIONS OF TRANSACTION BROKER (as required by 339.755, RSMo.)

1. A real estate licensee may provide real estate service to any party in a prospective transaction without an agency or fiduciary relationship to one or more parties to the transaction. Such licensee shall be called a transaction broker.
2. A transaction broker shall have the following duties and obligations:
 - (1) To perform the terms of any written or oral agreement made with any party to the transaction;
 - (2) To exercise reasonable skill, care and diligence as a transaction broker, including but not limited to:
 - (a) Presenting all written offers and counteroffers in a timely manner regardless of whether the property is subject to a contract for sale or lease or a letter of intent unless otherwise provided in the agreement entered with the party;
 - (b) Informing the parties regarding the transaction and suggesting that such parties obtain expert advice as to material matters about which the transaction broker knows but the specifics of which are beyond the expertise of such broker;
 - (c) Accounting in a timely manner for all money and property received;
 - (d) To disclose to each party to the transaction any adverse material facts of which the licensee has actual notice or knowledge;
 - (e) Assisting the parties in complying with the terms and conditions of any contract;
 - (f) The parties to a transaction brokerage transaction shall not be liable for any acts of the transaction broker.
3. The following information shall not be disclosed by a transaction broker without the informed consent of the party or parties disclosing such information to the broker:
 - (1) That a buyer or tenant is willing to pay more than the purchase price or lease rate offered for the property;
 - (2) That a seller or landlord is willing to accept less than the asking price or lease rate for the property;
 - (3) What the motivating factors are for any party buying, selling or leasing the property;
 - (4) That a seller or buyer will agree to financing terms other than those offered;
 - (5) Any confidential information about the other party, unless disclosure of such information is required by law, statute, rules or regulations or failure to disclose such information would constitute fraud or dishonest dealing.
4. A transaction broker has no duty to conduct an independent inspection or investigation for adverse material facts for the parties.
5. A transaction broker has no duty to conduct an independent investigation of the buyer's financial condition.
6. A transaction broker may do the following without breaching any obligation or responsibility:
 - (1) Show alternative properties not owned by the seller or landlord to a prospective buyer or tenant;
 - (2) List competing properties for sale or lease;
 - (3) Show properties in which the buyer or tenant is interested to other prospective buyers or tenants;
 - (4) Serve as a single agent, subagent or designated agent or broker, limited agent, disclosed dual agent for the same or for different parties in other real estate transactions.
7. In a transaction broker relationship each party and the transaction broker, including all persons within an entity engaged as the transaction broker if the transaction broker is an entity, are considered to possess only actual knowledge and information. There is no imputation of knowledge or information by operation of law between any party and the transaction broker or between any party and any person within an entity engaged as the transaction broker if the transaction broker is an entity.
8. A transaction broker may cooperate with other brokers and such cooperation does not establish an agency or subagency relationship.
9. Nothing in this section prohibits a transaction broker from acting as a single limited agent, dual agent or subagent whether on behalf of a buyer or seller, as long as the requirements governing disclosure of such fact are met.
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 licensee operating under the broker's license.
11. A transaction broker shall:
 - (1) Comply with all applicable requirements of sections [339.710 to 339.860](#), subsection 2 of section [339.010](#) and all rules and regulations promulgated pursuant to such sections; and
 - (2) Comply with any applicable federal, state and local laws, rules, regulations and ordinances, including fair housing and civil rights statutes and regulations.
12. If any licensee who represents another party to the same transaction either solely or through affiliate licensees refuses transaction broker status and wants to continue an agency relationship with both parties to the transaction, such licensee shall have the right to become a designated agent or a dual agent as provided for in sections [339.730 to 339.860](#).
13. In any transaction a licensee may without liability withdraw from representing a client who has not consented to a conversion to transaction brokerage. Such withdrawal shall not prejudice the ability of the licensee or affiliated licensee to continue to represent the other client in the transaction or limit the licensee from representing the client who refused the transaction brokerage representation in another transaction not involving transaction brokerage.

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MINIMUM BROKERAGE SERVICES (as required by 339.780.7 RSMo).

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

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 property or the property the client or customer seeks to purchase or lease;
2. Assisting the client or customer in developing, communicating, negotiating and presenting offers, counteroffers and notices that relate to the offers and the counteroffers until a lease or purchase agreement is signed and all contingencies are satisfied or waived; and
3. Answering the client's or customer's questions relating to the offers, counteroffers, notices, and contingencies.

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Form #2127 10/24

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.)

_____ (“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 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 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

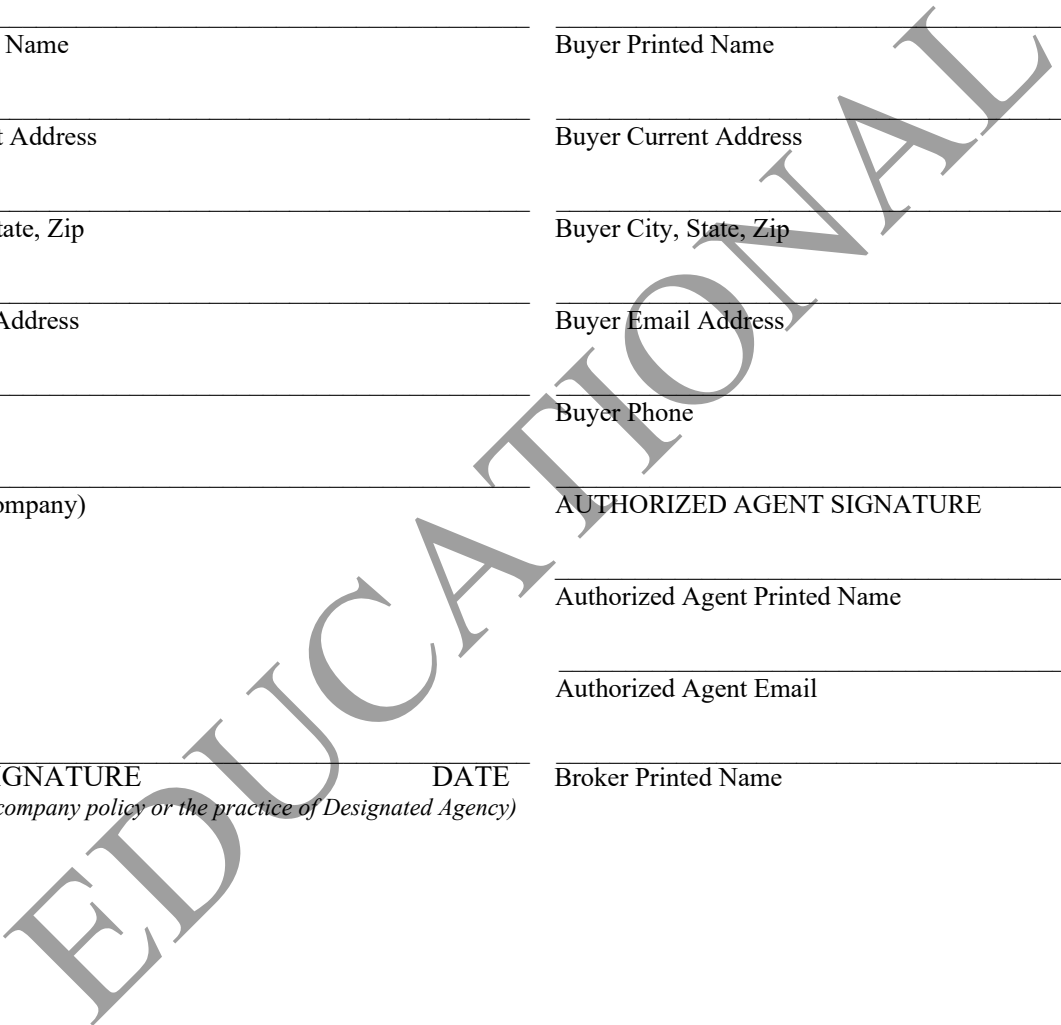
164 _____
165 Buyer Phone Buyer Phone

166 _____
167 BROKER (Company) AUTHORIZED AGENT SIGNATURE DATE

168 _____
169 Authorized Agent Printed Name

170 _____
171 Authorized Agent Email

172 _____
173 BROKER SIGNATURE DATE Broker Printed Name
174 *(if required by company policy or the practice of Designated Agency)*



RELEVANT ASPECTS OF MISSOURI REAL ESTATE LAW ARE REFERENCED BELOW:**DUTIES AND OBLIGATIONS OF TRANSACTION BROKER (as required by 339.755, RSMo.)**

1. A real estate licensee may provide real estate service to any party in a prospective transaction without an agency or fiduciary relationship to one or more parties to the transaction. Such licensee shall be called a transaction broker.
2. A transaction broker shall have the following duties and obligations:
 - (1) To perform the terms of any written or oral agreement made with any party to the transaction;
 - (2) To exercise reasonable skill, care and diligence as a transaction broker, including but not limited to:
 - (a) Presenting all written offers and counteroffers in a timely manner regardless of whether the property is subject to a contract for sale or lease or a letter of intent unless otherwise provided in the agreement entered with the party;
 - (b) Informing the parties regarding the transaction and suggesting that such parties obtain expert advice as to material matters about which the transaction broker knows but the specifics of which are beyond the expertise of such broker;
 - (c) Accounting in a timely manner for all money and property received;
 - (d) To disclose to each party to the transaction any adverse material facts of which the licensee has actual notice or knowledge;
 - (e) Assisting the parties in complying with the terms and conditions of any contract;
 - (f) The parties to a transaction brokerage transaction shall not be liable for any acts of the transaction broker.
3. The following information shall not be disclosed by a transaction broker without the informed consent of the party or parties disclosing such information to the broker:
 - (1) That a buyer or tenant is willing to pay more than the purchase price or lease rate offered for the property;
 - (2) That a seller or landlord is willing to accept less than the asking price or lease rate for the property;
 - (3) What the motivating factors are for any party buying, selling or leasing the property;
 - (4) That a seller or buyer will agree to financing terms other than those offered;
 - (5) Any confidential information about the other party, unless disclosure of such information is required by law, statute, rules or regulations or failure to disclose such information would constitute fraud or dishonest dealing.
4. A transaction broker has no duty to conduct an independent inspection or investigation for adverse material facts for the parties.
5. A transaction broker has no duty to conduct an independent investigation of the buyer's financial condition.
6. A transaction broker may do the following without breaching any obligation or responsibility:
 - (1) Show alternative properties not owned by the seller or landlord to a prospective buyer or tenant;
 - (2) List competing properties for sale or lease;
 - (3) Show properties in which the buyer or tenant is interested to other prospective buyers or tenants;
 - (4) Serve as a single agent, subagent or designated agent or broker, limited agent, disclosed dual agent for the same or for different parties in other real estate transactions.
7. In a transaction broker relationship each party and the transaction broker, including all persons within an entity engaged as the transaction broker if the transaction broker is an entity, are considered to possess only actual knowledge and information. There is no imputation of knowledge or information by operation of law between any party and the transaction broker or between any party and any person within an entity engaged as the transaction broker if the transaction broker is an entity.
8. A transaction broker may cooperate with other brokers and such cooperation does not establish an agency or subagency relationship.
9. Nothing in this section prohibits a transaction broker from acting as a single limited agent, dual agent or subagent whether on behalf of a buyer or seller, as long as the requirements governing disclosure of such fact are met.
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 licensee operating under the broker's license.
11. A transaction broker shall:
 - (1) Comply with all applicable requirements of sections [339.710 to 339.860](#), subsection 2 of section [339.010](#) and all rules and regulations promulgated pursuant to such sections; and
 - (2) Comply with any applicable federal, state and local laws, rules, regulations and ordinances, including fair housing and civil rights statutes and regulations.
12. If any licensee who represents another party to the same transaction either solely or through affiliate licensees refuses transaction broker status and wants to continue an agency relationship with both parties to the transaction, such licensee shall have the right to become a designated agent or a dual agent as provided for in sections [339.730 to 339.860](#).
13. In any transaction a licensee may without liability withdraw from representing a client who has not consented to a conversion to transaction brokerage. Such withdrawal shall not prejudice the ability of the licensee or affiliated licensee to continue to represent the other client in the transaction or limit the licensee from representing the client who refused the transaction brokerage representation in another transaction not involving transaction brokerage.

MINIMUM BROKERAGE SERVICES (as required by 339.780.7 RSMo).

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

- 233 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
234 property or the property the client or customer seeks to purchase or lease;
235 2. Assisting the client or customer in developing, communicating, negotiating and presenting offers, counteroffers and notices that
236 relate to the offers and the counteroffers until a lease or purchase agreement is signed and all contingencies are satisfied or waived;
237 and
238 3. Answering the client's or customer's questions relating to the offers, counteroffers, notices, and contingencies.

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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 #2128 0710/24

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 ~~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 Brokerage Contract, Buyer enters into a contract to acquire any type of real estate described
32 above, whether through services of Broker, Buyer, or any other broker or person during the Term, Broker shall be due and payable at
33 closing (check one):

34 % of purchase price (\$0 if none stated); ~~OR~~ \$ _____ ÷; as a flat ~~amount-fee~~ (\$0 if none stated); ~~OR-AND~~

35 Other: (describe) _____

36 _____ (N/A if left blank(s) are not filled

37 ~~###~~). Buyer agrees that the compensation above is the voluntary and knowing choice of Buyer.

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

41 the Effective Date of this Brokerage Contract, which shall be deemed earned upon receipt.

42 only if and on the same date that the other compensation above provided for is payable.

43 Unless otherwise agreed to in writing, Buyer ~~understands that~~ authorizes Broker ~~will endeavor to first collect the~~ negotiate for and
44 accept the compensation ~~described above~~ from the seller or listing broker, ~~provided the seller has expressly authorized such~~
45 compensation. If Broker receives any compensation from seller or listing broker for services covered by this Contract, that amount will
46 be credited toward Buyer's obligation to pay the above Compensation. If seller does not pay any compensation to Broker, Buyer shall
47 be solely responsible for the sum of the compensation listed above. In no case shall the amount of compensation received by Broker from
48 all sources be greater than the amount of compensation listed in this agreement. ~~The source of compensation shall be determined as~~
49 follows:

- 50 1) _____ If
51 seller has authorized listing broker to pay cooperating compensation to Broker and the amount authorized by seller is equal to or greater
52 than the compensation listed above, 100% of Broker's compensation shall be paid by listing broker;
53 2) _____ If
54 seller has authorized listing broker to pay compensation to Broker and the amount authorized by seller is less than the amount of
55 compensation listed above, Buyer shall be responsible for the difference in the compensation listed above and the amount of Buyer's
56 compensation that seller has authorized listing broker to pay to Broker; or,
57 3) _____ If
58 seller has not authorized listing broker to pay any compensation to Broker, Buyer shall be solely responsible for the sum of the
59 compensation listed above. Buyer may wish to negotiate with the seller through the sale contract to have the seller pay Broker's
60 compensation.

61 **Note: Under current Veteran's Affairs (VA) regulations, VA Buyers cannot pay compensation to the Broker. VA-financed**
62 **transactions-Certain loan and assistance programs may not allow buyers to compensate their broker. Those transactions**
63 **should be conditioned upon the full compensation paid by the Seller or Listing Broker. Confirm the details of your program**
64 **with your lender.**

65 **TRANSACTION BROKERAGE AS STARTING POINT**

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

72 **DESIGNATED AGENT OF TRANSACTION BROKER**

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

80 **REPRESENTATIONS**

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

82 **BROKER'S ROLE**

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

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

87 _____
88 _____
89 _____
90 _____
91 _____

92 **BUYER AGREES:**

- 93 1) To not communicate directly or indirectly with any seller of any real estate or seller's representative to whom Broker has introduced
94 Buyer or negotiated with for the purchase, option or exchange of real estate on behalf of Buyer.
95 2) To comply with the reasonable requests of Broker to supply any financial or personal data needed to fulfill the terms of this
96 Brokerage Contract.

- 97 3) To make themselves reasonably available and responsive for all purposes of this Contract.
98 4) To consult with Broker before visiting any new or existing property of the type sought or contacting any other broker representing
99 sellers to avoid confusion over brokerage and agency relationships and misunderstandings about liability for compensation.

100 **BUYER ACKNOWLEDGES:**

- 101 1) Having read the Transaction Broker Duties and Obligations provisions outlined below.
102 2) This is a transaction brokerage contract that, according to Missouri law, does not establish an agency relationship.
103 3) That if a property has had construction work performed, the lien rights of persons who performed work or supplied materials are
104 affected by the requirements of Chapter 429 of the Missouri Revised Statutes. Failure by the property owner to post and record a
105 timely "notice of intended sale" may affect lien rights and Buyer's ability to get mechanic's lien coverage in Buyer's title insurance
106 policy.
107 4) That Broker recommends that any offer to purchase a property be conditioned on Buyer obtaining an inspection, survey (if
108 applicable), appraisal, verification of insurability, and title policy.

109 **REPRESENTING OTHER BUYER**

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

112 **PREVIOUS REPRESENTATION**

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

116 **FAILURE TO CLOSE**

117 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
118 no obligation to pay the compensation provided for above. If such transaction fails to close because of any fault on the part of Buyer,
119 such compensation will not be waived but will be due and payable immediately. In no case shall Broker be obligated to advance funds
120 for the benefit of Buyer in order to complete a closing.

121 **SMART HOME TECHNOLOGY PRIVACY CONCERNS**

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

126 **SURVEILLANCE/RECORDING**

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

133 **NON-DISCRIMINATION**

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

137 **REMEDIES**

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

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

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

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

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150 **BROKER DISCLOSURE FORM**

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

154 **ELECTRONIC SIGNATURES**

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

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

159 _____
160 BUYER SIGNATURE DATE BUYER SIGNATURE DATE

161 _____
162 Buyer Printed Name Buyer Printed Name

163 _____
164 Buyer Current Address Buyer Current Address

165 _____
166 Buyer City, State, Zip Buyer City, State, Zip

167 _____
168 Buyer Email Address Buyer Email Address

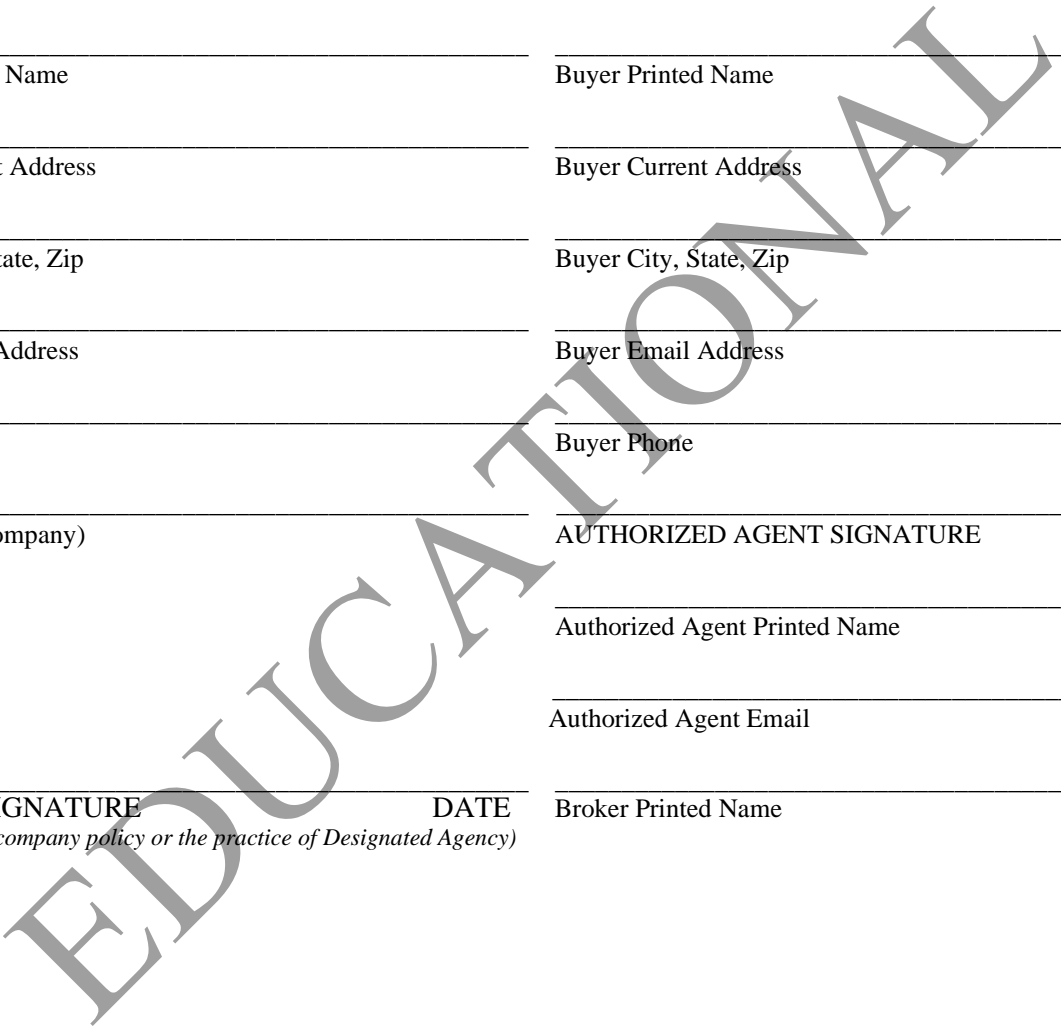
169 _____
170 Buyer Phone Buyer Phone

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



181 **DUTIES AND OBLIGATIONS OF TRANSACTION BROKER (as required by 339.755, RSMo.)**

- 182 1. A real estate licensee may provide real estate service to any party in a prospective transaction without an agency or
183 fiduciary relationship to one or more parties to the transaction. Such licensee shall be called a transaction broker.
184 2. A transaction broker shall have the following duties and obligations:
185 (1) To perform the terms of any written or oral agreement made with any party to the transaction;
186 (2) To exercise reasonable skill, care and diligence as a transaction broker, including but not limited to:
187 (a) Presenting all written offers and counteroffers in a timely manner regardless of whether the property is
188 subject to a contract for sale or lease or a letter of intent unless otherwise provided in the agreement
189 entered with the party;
190 (b) Informing the parties regarding the transaction and suggesting that such parties obtain expert advice as to
191 material matters about which the transaction broker knows but the specifics of which are beyond the
192 expertise of such broker;
193 (c) Accounting in a timely manner for all money and property received;
194 (d) To disclose to each party to the transaction any adverse material facts of which the licensee has actual
195 notice or knowledge;
196 (e) Assisting the parties in complying with the terms and conditions of any contract;
197 (f) The parties to a transaction brokerage transaction shall not be liable for any acts of the transaction broker.
198 3. The following information shall not be disclosed by a transaction broker without the informed consent of the party
199 or parties disclosing such information to the broker:
200 (1) That a buyer or tenant is willing to pay more than the purchase price or lease rate offered for the property;
201 (2) That a seller or landlord is willing to accept less than the asking price or lease rate for the property;
202 (3) What the motivating factors are for any party buying, selling or leasing the property;
203 (4) That a seller or buyer will agree to financing terms other than those offered;
204 (5) Any confidential information about the other party, unless disclosure of such information is required by law,
205 statute, rules or regulations or failure to disclose such information would constitute fraud or dishonest dealing.
206 4. A transaction broker has no duty to conduct an independent inspection or investigation for adverse material facts
207 for the parties.
208 5. A transaction broker has no duty to conduct an independent investigation of the buyer's financial condition.
209 6. A transaction broker may do the following without breaching any obligation or responsibility:
210 (1) Show alternative properties not owned by the seller or landlord to a prospective buyer or tenant;
211 (2) List competing properties for sale or lease;
212 (3) Show properties in which the buyer or tenant is interested to other prospective buyers or tenants;
213 (4) Serve as a single agent, subagent or designated agent or broker, limited agent, disclosed dual agent for the same
214 or for different parties in other real estate transactions.
215 7. In a transaction broker relationship each party and the transaction broker, including all persons within an entity
216 engaged as the transaction broker if the transaction broker is an entity, are considered to possess only actual
217 knowledge and information. There is no imputation of knowledge or information by operation of law between any
218 party and the transaction broker or between any party and any person within an entity engaged as the transaction
219 broker if the transaction broker is an entity.
220 8. A transaction broker may cooperate with other brokers and such cooperation does not establish an agency or
221 subagency relationship.
222 9. Nothing in this section prohibits a transaction broker from acting as a single limited agent, dual agent or subagent
223 whether on behalf of a buyer or seller, as long as the requirements governing disclosure of such fact are met.
224 10. Nothing in this section alters or eliminates the responsibility of a broker as set forth in this section for the conduct and
225 actions of a licensee operating under the broker's license.
226 11. A transaction broker shall:
227 (1) Comply with all applicable requirements of sections [339.710 to 339.860](#), subsection 2 of section [339.010](#) and all
228 rules and regulations promulgated pursuant to such sections; and
229 (2) Comply with any applicable federal, state and local laws, rules, regulations and ordinances, including fair
230 housing and civil rights statutes and regulations.
231 12. If any licensee who represents another party to the same transaction either solely or through affiliate licensees refuses
232 transaction broker status and wants to continue an agency relationship with both parties to the transaction, such
233 licensee shall have the right to become a designated agent or a dual agent as provided for in sections
234 [339.730 to 339.860](#).
235 13. In any transaction a licensee may without liability withdraw from representing a client who has not consented to a
236 conversion to transaction brokerage. Such withdrawal shall not prejudice the ability of the licensee or affiliated
237 licensee to continue to represent the other client in the transaction or limit the licensee from representing the client
238 who refused the transaction brokerage representation in another transaction not involving transaction brokerage.

- 239 **MINIMUM BROKERAGE SERVICES (as required by 339.780.7 RSMo).**
240 Pursuant to Missouri Law, Broker, through its designated broker and/or through one or more affiliated licensees, shall provide, at a
241 minimum, the following services:
242 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
243 property or the property the client or customer seeks to purchase or lease;
244 2. Assisting the client or customer in developing, communicating, negotiating and presenting offers, counteroffers and notices that
245 relate to the offers and the counteroffers until a lease or purchase agreement is signed and all contingencies are satisfied or waived;
246 and
247 3. Answering the client's or customer's questions relating to the offers, counteroffers, notices, and contingencies.

EDUCATION

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The text of this form may not be altered in any manner
without written acknowledgment of all parties.

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Form #2128 10/24

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, whether through services of Broker, Buyer, or any other broker or person during the Term, Broker shall be due and payable at
33 closing:

34 _____ % 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 be
39 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.

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

50 **TRANSACTION BROKERAGE AS STARTING POINT**

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

57 **DESIGNATED AGENT OF TRANSACTION BROKER**

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

65 **REPRESENTATIONS**

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

67 **BROKER'S ROLE**

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

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

72 _____
73 _____
74 _____
75 _____
76 _____

77 **BUYER AGREES:**

- 78 1) To not communicate directly or indirectly with any seller of any real estate or seller's representative to whom Broker has introduced
79 Buyer or negotiated with for the purchase, option 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 **BUYER ACKNOWLEDGES:**

- 86 1) Having read the Transaction Broker Duties and Obligations provisions outlined below.
87 2) This is a transaction brokerage contract that, according to Missouri law, does not establish an agency relationship.
88 3) That if a property has had construction work performed, the lien rights of persons who performed work or supplied materials are
89 affected by the requirements of Chapter 429 of the Missouri Revised Statutes. Failure by the property owner to post and record a
90 timely "notice of intended sale" may affect lien rights and Buyer's ability to get mechanic's lien coverage in Buyer's title insurance
91 policy.
92 4) That Broker recommends that any offer to purchase a property be conditioned on Buyer obtaining an inspection, survey (if
93 applicable), appraisal, verification of insurability, and title policy.

94 **REPRESENTING OTHER BUYER**
95 Buyer understands that Broker has no duty to represent only Buyer, and that Broker may represent other prospective buyers who may
96 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 federal
121 fair housing laws.

122 **REMEDIES**
123 If Buyer breaches this Brokerage Contract or it becomes necessary for Broker to retain an attorney to enforce any of the terms hereof,
124 then without limiting any other right or remedy hereunder or otherwise available at law or inequity, Broker shall be entitled to recover
125 all costs and expenses of litigation incurred, including but not limited to court costs and reasonable attorney fees. The provisions of
126 this paragraph shall survive the expiration or any earlier termination of this Brokerage 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 BROKERAGE CONTRACT**
133 No modification of any of the terms of this Brokerage 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 Brokerage Contract, or b) upon the Broker 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 Brokerage 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 BROKER (Company) AUTHORIZED AGENT SIGNATURE DATE

158 _____
159 Authorized Agent Printed Name

160 _____
161 Authorized Agent Email

162 _____
163 BROKER SIGNATURE DATE Broker Printed Name
164 *(if required by company policy or the practice of Designated Agency)*

EDUCATIONAL

166 **DUTIES AND OBLIGATIONS OF TRANSACTION BROKER (as required by 339.755, RSMo.)**

- 167 1. A real estate licensee may provide real estate service to any party in a prospective transaction without an agency or fiduciary
168 relationship to one or more parties to the transaction. Such licensee shall be called a transaction broker.
- 169 2. A transaction broker shall have the following duties and obligations:
- 170 (1) To perform the terms of any written or oral agreement made with any party to the transaction;
- 171 (2) To exercise reasonable skill, care and diligence as a transaction broker, including but not limited to:
- 172 (a) Presenting all written offers and counteroffers in a timely manner regardless of whether the property is
173 subject to a contract for sale or lease or a letter of intent unless otherwise provided in the agreement
174 entered with the party;
- 175 (b) Informing the parties regarding the transaction and suggesting that such parties obtain expert advice as to
176 material matters about which the transaction broker knows but the specifics of which are beyond the
177 expertise of such broker;
- 178 (c) Accounting in a timely manner for all money and property received;
- 179 (d) To disclose to each party to the transaction any adverse material facts of which the licensee has actual
180 notice or knowledge;
- 181 (e) Assisting the parties in complying with the terms and conditions of any contract;
- 182 (f) The parties to a transaction brokerage transaction shall not be liable for any acts of the transaction broker.
- 183 3. The following information shall not be disclosed by a transaction broker without the informed consent of the party or parties
184 disclosing such information to the broker:
- 185 (1) That a buyer or tenant is willing to pay more than the purchase price or lease rate offered for the property;
- 186 (2) That a seller or landlord is willing to accept less than the asking price or lease rate for the property;
- 187 (3) What the motivating factors are for any party buying, selling or leasing the property;
- 188 (4) That a seller or buyer will agree to financing terms other than those offered;
- 189 (5) Any confidential information about the other party, unless disclosure of such information is required by law,
190 statute, rules or regulations or failure to disclose such information would constitute fraud or dishonest dealing.
- 191 4. A transaction broker has no duty to conduct an independent inspection or investigation for adverse material facts
192 for the parties.
- 193 5. A transaction broker has no duty to conduct an independent investigation of the buyer's financial condition.
- 194 6. A transaction broker may do the following without breaching any obligation or responsibility:
- 195 (1) Show alternative properties not owned by the seller or landlord to a prospective buyer or tenant;
- 196 (2) List competing properties for sale or lease;
- 197 (3) Show properties in which the buyer or tenant is interested to other prospective buyers or tenants;
- 198 (4) Serve as a single agent, subagent or designated agent or broker, limited agent, disclosed dual agent for the same
199 or for different parties in other real estate transactions.
- 200 7. In a transaction broker relationship each party and the transaction broker, including all persons within an entity engaged as the
201 transaction broker if the transaction broker is an entity, are considered to possess only actual knowledge and information. There is
202 no imputation of knowledge or information by operation of law between any party and the transaction broker or between any party
203 and any person within an entity engaged as the transaction broker if the transaction broker is an entity.
- 204 8. A transaction broker may cooperate with other brokers and such cooperation does not establish an agency or subagency
205 relationship.
- 206 9. Nothing in this section prohibits a transaction broker from acting as a single limited agent, dual agent or subagent whether on behalf
207 of a buyer or seller, as long as the requirements governing disclosure of such fact are met.
- 208 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
209 licensee operating under the broker's license.
- 210 11. A transaction broker shall:
- 211 (1) Comply with all applicable requirements of sections [339.710 to 339.860](#), subsection 2 of section [339.010](#) and all
212 rules and regulations promulgated pursuant to such sections; and
- 213 (2) Comply with any applicable federal, state and local laws, rules, regulations and ordinances, including fair
214 housing and civil rights statutes and regulations.
- 215 12. If any licensee who represents another party to the same transaction either solely or through affiliate licensees refuses transaction
216 broker status and wants to continue an agency relationship with both parties to the transaction, such licensee shall have the right to
217 become a designated agent or a dual agent as provided for in sections [339.730 to 339.860](#).
- 218 13. In any transaction a licensee may without liability withdraw from representing a client who has not consented to a conversion to
219 transaction brokerage. Such withdrawal shall not prejudice the ability of the licensee or affiliated licensee to continue to represent
220 the other client in the transaction or limit the licensee from representing the client who refused the transaction brokerage
221 representation in another transaction not involving transaction brokerage.

222 **MINIMUM BROKERAGE SERVICES (as required by 339.780.7 RSMo).**
223 Pursuant to Missouri Law, Broker, through its designated broker and/or through one or more affiliated licensees, shall provide, at a
224 minimum, the following services:
225 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
226 property or the property the client or customer seeks to purchase or lease;
227 2. Assisting the client or customer in developing, communicating, negotiating and presenting offers, counteroffers and notices that
228 relate to the offers and the counteroffers until a lease or purchase agreement is signed and all contingencies are satisfied or waived;
229 and
230 3. Answering the client's or customer's questions relating to the offers, counteroffers, notices, and contingencies.

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Form # 2169 0710/24

TRANSACTION BROKERAGE LISTING CONTRACT (EXCLUSIVE RIGHT TO SELL)

(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.)

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

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

TERM

This Contract begins on the Effective Date and ends at 11:59 p.m. on _____, together with any written extension thereof ("Expiration Date"). 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 Contract or (specify if otherwise) _____.

LISTING PRICE

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

COMPENSATION FOR SERVICES

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

If, during the Term of this Brokerage Contract, Broker presents an offer to purchase the property from a ready, willing, and able buyer 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 at any price and upon any terms to which Owner consents, Owner shall be obligated to pay compensation as follows:

Listing Broker Compensation: _____ (%) of the purchase price (\$0 if none stated), **OR** \$ _____ as a flat amount/fee (\$0 if none stated), **OR AND** Other: (describe) _____ (N/A if left blank(s) are not filled in).

Cooperating Broker: Owner acknowledges that Broker is authorized to cooperate with and, if authorized by Owner, compensate other brokers and any affiliated licensee in Broker's firm acting pursuant to any other brokerage relationship as defined by 339.710 to 339.860 RSMo, including but not limited to buyer's agents, subagents, and/or transaction brokers ("Cooperating Broker"), and may pay a part of the above Broker Compensation to a Cooperating Broker, subject to Owner's approval up to and including the amount listed below. Owner authorizes Broker to offer to pay the Cooperating Broker, who brings the buyer as follows (insert compensation amounts below [0 if none stated] to indicate that such cooperation is authorized by Owner.):

_____ % of purchase price **OR** \$ _____ to buyer's agents (limited agents representing prospective buyers)

_____ % of purchase price **OR** \$ _____ to transaction brokers (neutral licensees representing neither party)

_____ % of purchase price **OR** \$ _____ to subagents (limited agents representing Owner)

If compensation agreed upon between Broker and Cooperating Broker is less than the amount stated herein, the difference (check one) Will **OR** Will Not be reduced from Broker Compensation. If the Cooperating Broker compensation agreed upon between buyer and Owner is more than the amount stated herein, Owner agrees that the terms agreed to in the sale contract or Cooperating Compensation Disclosure (Form #2108) will prevail.

Note: Owner understands the provisions of this section and agrees that the election(s) made in this section are made solely by the Owner. Owner acknowledges that sale contract offer(s) and commission disclosures may contain terms to compensate the broker assisting the buyer, which may differ from the amounts detailed above. Owner acknowledges that the terms herein may be amended only by a subsequent written authorization from the Owner.

9/06/24

Not for use before 10/01/24

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

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Page 1 of 8

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

47 shall remain the same as the amount listed under Listing Broker Compensation **OR**

48 shall be modified as follows _____% of the sales price, or \$ _____.

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

52 the Effective Date of this Listing Contract, regardless of whether or not a ready, willing, and able buyer is procured, and which shall
53 be deemed earned upon receipt.

54 only if and on the same date that the other compensation above provided for is payable.

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

62 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
63 deed shall be at the time buyer and Owner execute the initial contract or agreement for deed. ~~Owner authorizes escrow agent to pay the~~
64 ~~Cooperating Broker compensation directly to Cooperating Broker at closing.~~

65 **Broker Assisting Buyer.** Owner acknowledges that Broker is authorized to cooperate with other brokers and any affiliated licensees in
66 Broker’s firm acting pursuant to any other brokerage relationship as defined by 339.710 to 339.860 RSMo, including but not limited to
67 buyer’s agents, subagents, and/or transaction brokers (“Buyer’s Broker”). In addition to the Listing Broker Compensation listed above,
68 Owner acknowledges Buyer may request Owner to compensate some or all of Buyer’s Broker compensation. **Owner has no obligation**
69 **to pay Buyer’s Broker compensation. Buyer’s Broker compensation is negotiable and will be determined by a ratified sale**
70 **contract between Owner and Buyer.** Owner acknowledges that a Buyer’s Broker may represent the interest of buyers only. (Check
71 one):

72 Owner authorizes Broker to disclose and market Owner’s willingness to compensate Buyer’s Broker.

73 Owner does not authorize Broker to disclose and market Owner’s willingness to compensate Buyer’s Broker

74 If during negotiation between Buyer and Owner the compensation to prospectively be paid to the Buyer’s Broker is more than what
75 Owner previously authorized, the greater amount of such compensation will be disclosed by Broker and will be authorized by Owner
76 prior to Owner executing any written agreement to pay such compensation. Owner authorizes escrow agent to pay the Buyer’s Broker
77 compensation directly to Buyer’s Broker at closing.

78 **Note: Owner acknowledges that sale contract offer(s) and compensation agreement(s) may contain terms to compensate the**
79 **Broker assisting the Buyer, which may differ from the amounts of compensation discussed in this Contract above. Owner**
80 **understands the provisions of this section and agrees that the election(s) made in this section are made solely by the Owner.**

81 **Owner Concessions**

82 Owner concessions is a payment from Owner towards Buyer’s charges and closing costs (e.g., loan origination fees, discount points,
83 buy-down or subsidy fees, prepaids, Buyer’s broker fees or other charges, as allowed by lender(s).

84 Owner authorizes Broker to disclose and market Owner’s willingness to consider concessions.

85 Owner does not authorize Broker to disclose and market Owner’s willingness to consider concessions.

86 Prior to execution of a sale contract by Owner, Broker will disclose, and Owner will authorize in writing the amount of Owner
87 concessions to be paid at Closing.

88 **TRANSACTION BROKERAGE AS STARTING POINT**

89 Pursuant to this Listing Contract, Broker will initially be acting in the capacity of a transaction broker, with the duties and obligations
90 of a transaction broker under Missouri law as set forth following the parties’ signatures below. However, Owner acknowledges that
91 from time to time, a prospective buyer may engage Broker to act in one of several possible capacities with respect to that buyer,
92 depending on what brokerage relationships are permitted by Broker’s company policy. If the buyer will not consent to transaction
93 brokerage, Broker may need to act as an agent to allow a transaction with Owner to proceed. Under various circumstances, Missouri
94 law may permit or require a conversion of Broker’s brokerage relationship with Owner to a different brokerage relationship. Any
95 conversion to a different brokerage relationship shall only be made upon Owner’s written consent, as required by rule or regulation.

96 **DESIGNATED AGENT OF TRANSACTION BROKER**
97 If, as authorized by Missouri law, Broker policy authorizes its affiliated licensees to act as Designated Agent of the Broker,
98 _____ is appointed as Owner's Designated Agent. In the event
99 the Designated Agent is not available at any given time, any of the following agents affiliated with the Broker are hereby appointed to
100 represent Owner without further notice: *(If a Designated Agent is appointed, the Designated Broker must sign this listing agreement as*
101 *authorized agent.)* _____
102 _____
103 _____
104 _____

105 **PREVIOUS REPRESENTATION**
106 Owner understands that Broker may have previously represented a buyer who is interested in the property. During that representation,
107 Broker may have learned material information about the buyer that is considered confidential. Under the law, Broker may not disclose
108 any such confidential information to Owner.

109 **BUYERS REPRESENTATIVE**
110 Owner acknowledges that prospective buyers may elect to employ the services of a Designated Agent as their own broker. Owner also
111 acknowledges that from time to time, a prospective buyer may engage Broker to act in one of several possible capacities with respect to
112 that buyer, depending on what brokerage relationships are permitted by Broker's company policy.

113 **HOME WARRANTY**
114 Owner acknowledges the availability of home warranty protection plans and agrees to *(check one)*:
115 Offer a warranty plan
116 Not offer a warranty plan
117 Consider a warranty plan at a later date

EDUCATION

118 **DISCLOSURE AUTHORIZATIONS**

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

122 **BROKER ROLE**

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

126 **PROPERTY ACCESS AND KEY BOX SYSTEM**

127 Owner Does OR Does Not (check one) permit Broker to place a key box on the property.
128 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
129 enables access to the property at reasonable times to facilitate the showing and sale or exchange of the property. In its sole discretion,
130 Broker may grant unaccompanied access to its affiliated licensees and other Subscribers of the St. Louis Area Regional Key Box System
131 ("System"). Owner shall, without limitation, indemnify and hold harmless Broker and Subscribers, the key box manufacturer, and the
132 key box distributor/service center against and from any actions, suits, costs, expenses, damages, and liabilities, including attorney's fees
133 arising out of, connected with or resulting from the use of a key box. Owner shall not, however, indemnify, or hold System Subscribers
134 harmless for claims arising out of the intentional or negligent acts of the Subscribers.

135 NOTE: Subscribers to the St. Louis Area Regional Key Box System could include but are not limited to Broker and their affiliated
136 licensees, appraisers, inspectors, lenders, surveyors, home stagers, etc. ("Subscribers")

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

138 _____
139 _____
140 _____
141 _____
142 _____

143 **OWNER RESPONSIBILITY TO DISCLOSE**

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

152 **OWNER AGREES**

- 153 1) To cooperate with Broker to facilitate the showing, marketing, and sale of the property.
154 2) Not to lease the property during this listing without Broker's prior written approval.
155 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
156 Contract.
157 4) To leave all utilities on through the day of closing in order to facilitate showings, inspections, and the buyer's final walk-through
158 of the property unless otherwise agreed to or disclosed in writing.
159 5) To remove or secure and (if Owner desires) insure all property and valuables (including but not limited to firearms, money,
160 medicine, and jewelry) to assume the risk for any vandalism, theft, or damage of any kind.
161 6) To maintain the property in good repair through the date of closing.
162 7) To allow Broker to assist prospective buyers authorized by Broker to have access to the property at all reasonable times to show
163 the property to such prospects.
164 8) To promptly furnish the Broker with a copy of any available survey report.
165 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
166 by the property plus liens and closing costs. If Owner is unable to bring additional monies to closing to pay off the remaining loan
167 balances in order to close, the Form #2175 (Short Sale Supplement to the Listing Contract) shall be attached.
168 10) To fully and promptly disclose in writing any new material information pertaining to the property that is discovered at any time
169 prior to closing.

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

- 171 1) Use all reasonable and recognized professional practices including, but not limited to, association and cooperation with other
- 172 brokers, provided that such association and cooperation is subject to the other provisions in this form and is not limited or
- 173 conditioned to the retaining of or payment by Owner to a broker, and the right to submit the property to any Multiple Listing Service,
- 174 the Internet, and any other medium, and provide timely notice of status changes and to provide sales data information, including
- 175 the final sale price, to the MLS and its members;
- 176 2) Use the undersigned Owner’s name and property information for advertising and in trade papers in connection with this transaction;
- 177 3) Place a suitable sign on the property, if allowed by law;
- 178 4) Obtain, at Owner’s expense, any documentation or certification that may be required in order to comply with any applicable statutes
- 179 or local ordinances; and,
- 180 5) Initiate a title examination of the property on behalf of the Owner.

181 **OWNER ACKNOWLEDGES**

- 182 1) Having read the “Broker Assisting Buyer” compensation authorization by owner section above, that Owner understands the
- 183 provisions of that section and agrees that the election(s) made in that section are made solely by the Owner.
- 184 2) Having read the Owner Concessions authorization by Owner section above, that Owner understands the provisions of that section
- 185 and agrees that the election(s) made in that section are made solely by the Owner.
- 186 ~~1) Having read the “Cooperating Broker” compensation authorization by owner section on page 1 of this form, the Owner understands~~
- 187 ~~the provisions of that section and agrees that the election(s) made in that section are made solely by the Owner~~
- 188 ~~2)3) Having read the “Duties and Obligations of Limited Agency” and “Transaction Duties and Obligations” provisions outlined below;~~
- 189 ~~3)4) This agreement does not create an agency relationship, and the Broker is acting as a transaction broker; and,~~
- 190 ~~4)5) That under Chapter 429 of the Missouri Revised Statutes, if Owner has contracted with anyone for the provision of work, labor, or~~
- 191 ~~materials for the property, Owner may be required to post and record a “notice of intended sale” at least 45 days before the earliest~~
- 192 ~~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~~
- 193 ~~materials have been provided, Owner should seek legal advice to comply with this law.~~

194 **PHOTOGRAPHS AND INTERNET ADVERTISING**

195 1. Owner agrees that Broker may photograph or otherwise electronically capture images of the exterior and, if authorized, interior of the

196 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

197 marketing materials and sites. Owner acknowledges that once Images are placed on the Internet, neither Broker nor Owner has control

198 over who can view such Images, what use viewers may make of the Images, or how long such Images may remain available on the

199 Internet. Owner further assigns any rights in all Images to the Broker and agrees that such Images are the property of Broker and that

200 Broker may use such Images for advertising, including post sale and for Broker’s business in the future.

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

202 2. Owner acknowledges that prospective buyers and/or other persons coming onto the property may take photographs, videos or other

203 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

204 such persons. Owner acknowledges that unauthorized persons may take images who do not have access to or have not read any limiting

205 instruction in the MLS or take images regardless of any limiting instruction in the MLS. Once Images are taken and/or put into electronic

206 display on the Internet or otherwise, neither Broker nor Owner has control over who views such Images nor what use viewers may make

207 of the Images.

208 **SURVEILLANCE/RECORDING**

209 Notice to Owner regarding recordings within the property

210 Owner has been advised to remove any items of a personal nature that Owner does not want to be photographed, recorded, or transmitted

211 (including but not limited to family photos, paperwork, and other personally identifiable information). Owner hereby releases and

212 indemnifies Broker and employees from any liability which may result from any recording or transmitting in the property.

213 In the event Owner has a recording system in the Owner’s property that records or transmits audio, Owner understands that recording

214 or transmitting the audio of prospective buyers may result in violation of state or federal wiretapping laws. Owner hereby releases and

215 indemnifies Broker, and employees from any liability which may result from any recording or transmitting in the property.

216 **SMART TECHNOLOGY PRIVACY CONCERNS**

217 If the property contains any smart technology, Owner should prioritize privacy and security by resetting and unlinking all devices,

218 including hubs, cameras, locks, and thermostats. Owner should also clear recorded data, change access codes, and uninstall associated

219 apps. Additionally, Owner should reset any Wi-Fi password (if applicable) to prevent lingering access. Owner should also delete

220 automation scenes and refer to user manuals for specific instructions to ensure a fresh start for new owners, safeguarding Owner’s

221 personal information and the security of the property. Owner hereby releases and indemnifies Broker, and employees from any liability

222 resulting from the existence or use of such systems before or after closing.

223 **NON-DISCRIMINATION**

224 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
225 the basis of race, color, religion, sex, disability, familial status, national origin, ancestry, sexual orientation, or gender identity. The
226 parties agree to comply with all applicable federal, state, and local fair housing laws.

227 **REMEDIES**

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

232 **INDEMNIFICATION**

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

236 **MODIFICATION OF THIS CONTRACT**

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

239 **FRANCHISE DISCLOSURE**

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

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

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

248 **BROKER DISCLOSURE FORM**

249 Seller acknowledges receipt of the Broker Disclosure Form prescribed by the MREC (Missouri Real Estate Commission) by either a) on
250 or before the signing of this Transaction Brokerage Listing Contract, or b) upon the licensee obtaining any personal or financial
251 information, whichever occurs first.

252 **ELECTRONIC SIGNATURES**

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

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

257

(Signature Lines Appear on the Following Page)

258

259 _____ OWNER SIGNATURE _____ DATE _____ OWNER SIGNATURE _____ DATE

260

261 _____ Owner Printed Name _____ Owner Printed Name

262

263 _____ Owner Current Address _____ Owner Current Address

264

265 _____ Owner City, State, Zip _____ Owner City, State, Zip

266

267 _____ Owner Email Address _____ Owner Email Address

268

269 _____ Owner Phone _____ Owner Phone

270

271 _____ BROKER (Company) _____ AUTHORIZED AGENT SIGNATURE _____ DATE

272

273 _____ Authorized Agent Printed Name

274

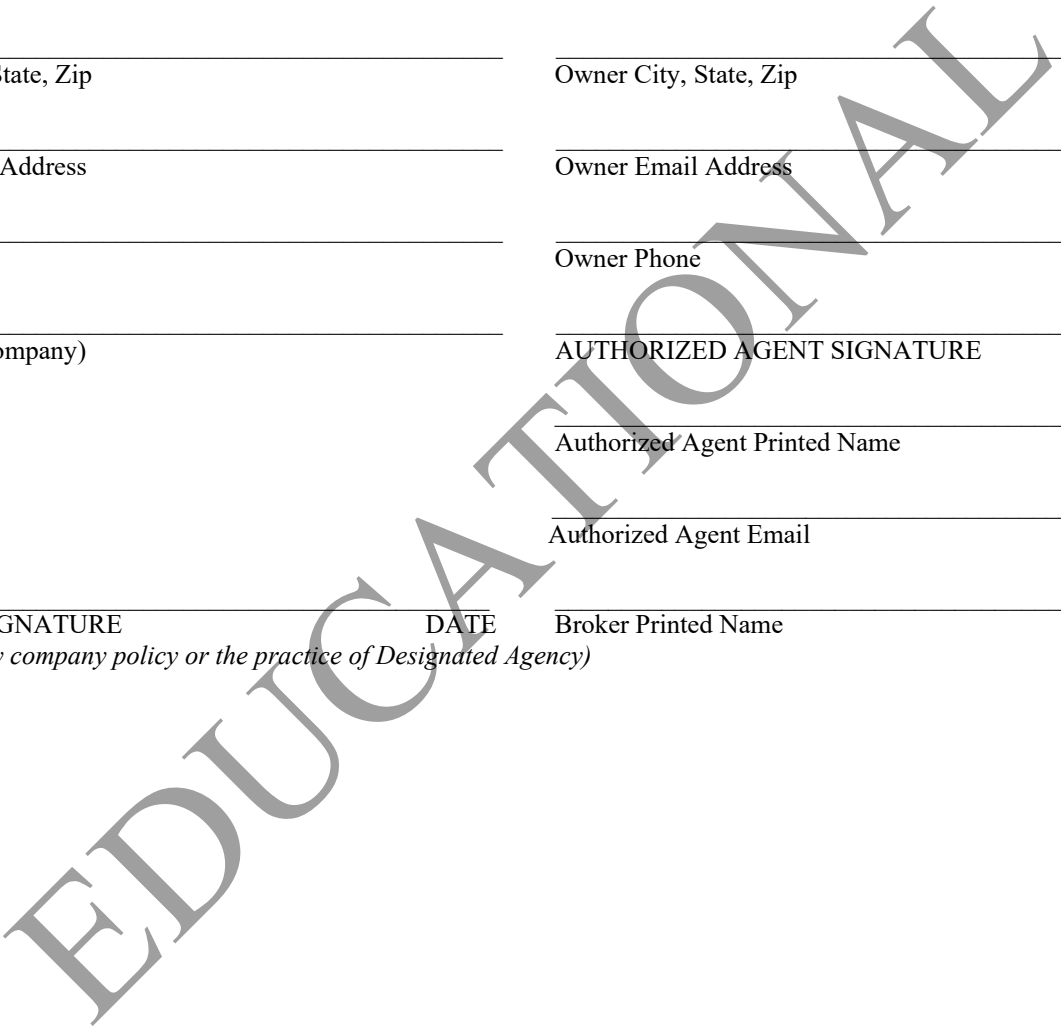
275 _____ Authorized Agent Email

276

277 _____ BROKER SIGNATURE _____ DATE _____ Broker Printed Name

278

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



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

280 **DUTIES AND OBLIGATIONS OF TRANSACTION BROKER (as required by 339.720.1 and 339.755, RSMo.)**

- 281 1. A real estate licensee may provide real estate service to any party in a prospective transaction without an agency or
282 fiduciary relationship to one or more parties to the transaction. Such licensee shall be called a transaction broker.
283 2. A transaction broker shall have the following duties and obligations:
284 (1) To perform the terms of any written or oral agreement made with any party to the transaction;
285 (2) To exercise reasonable skill, care and diligence as a transaction broker, including but not limited to:
286 (a) Presenting all written offers and counteroffers in a timely manner regardless of whether the property is
287 subject to a contract for sale or lease or a letter of intent unless otherwise provided in the agreement
288 entered with the party;
289 (b) Informing the parties regarding the transaction and suggesting that such parties obtain expert advice as to
290 material matters about which the transaction broker knows but the specifics of which are beyond the
291 expertise of such broker;
292 (c) Accounting in a timely manner for all money and property received;
293 (d) To disclose to each party to the transaction any adverse material facts of which the licensee has actual
294 notice or knowledge;
295 (e) Assisting the parties in complying with the terms and conditions of any contract;
296 (f) The parties to a transaction brokerage transaction shall not be liable for any acts of the transaction broker.
297 3. The following information shall not be disclosed by a transaction broker without the informed consent of the party
298 or parties disclosing such information to the broker:
299 (1) That a buyer or tenant is willing to pay more than the purchase price or lease rate offered for the property;
300 (2) That a seller or landlord is willing to accept less than the asking price or lease rate for the property;
301 (3) What the motivating factors are for any party buying, selling or leasing the property;
302 (4) That a seller or buyer will agree to financing terms other than those offered;
303 (5) Any confidential information about the other party, unless disclosure of such information is required by law,
304 statute, rules or regulations or failure to disclose such information would constitute fraud or dishonest dealing.
305 4. A transaction broker has no duty to conduct an independent inspection or investigation for adverse material facts
306 for the parties.
307 5. A transaction broker has no duty to conduct an independent investigation of the buyer's financial condition.
308 6. A transaction broker may do the following without breaching any obligation or responsibility:
309 (1) Show alternative properties not owned by the seller or landlord to a prospective buyer or tenant;
310 (2) List competing properties for sale or lease;
311 (3) Show properties in which the buyer or tenant is interested to other prospective buyers or tenants;
312 (4) Serve as a single agent, subagent or designated agent or broker, limited agent, disclosed dual agent for the same
313 or for different parties in other real estate transactions.
314 7. In a transaction broker relationship each party and the transaction broker, including all persons within an entity
315 engaged as the transaction broker if the transaction broker is an entity, are considered to possess only actual
316 knowledge and information. There is no imputation of knowledge or information by operation of law between any
317 party and the transaction broker or between any party and any person within an entity engaged as the transaction
318 broker if the transaction broker is an entity.
319 8. A transaction broker may cooperate with other brokers and such cooperation does not establish an agency or
320 subagency relationship.
321 9. Nothing in this section prohibits a transaction broker from acting as a single limited agent, dual agent or subagent
322 whether on behalf of a buyer or seller, as long as the requirements governing disclosure of such fact are met.
323 10. Nothing in this section alters or eliminates the responsibility of a broker as set forth in this section for the conduct and
324 actions of a licensee operating under the broker's license.
325 11. A transaction broker shall:
326 (1) Comply with all applicable requirements of sections [339.710 to 339.860](#), subsection 2 of section [339.010](#) and all
327 rules and regulations promulgated pursuant to such sections; and
328 (2) Comply with any applicable federal, state and local laws, rules, regulations and ordinances, including fair
329 housing and civil rights statutes and regulations.
330 12. If any licensee who represents another party to the same transaction either solely or through affiliate licensees refuses
331 transaction broker status and wants to continue an agency relationship with both parties to the transaction, such
332 licensee shall have the right to become a designated agent or a dual agent as provided for in sections
333 [339.730 to 339.860](#).

334 13. In any transaction a licensee may without liability withdraw from representing a client who has not consented to a
335 conversion to transaction brokerage. Such withdrawal shall not prejudice the ability of the licensee or affiliated
336 licensee to continue to represent the other client in the transaction or limit the licensee from representing the client
337 who refused the transaction brokerage representation in another transaction not involving transaction brokerage.

338 **DUTIES AND OBLIGATIONS OF LIMITED AGENCY (339.730 RSMo).**

339 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
340 duties and obligations:

- 341 (1) To perform the terms of the written agreement made with the client;
342 (2) To exercise reasonable skill and care for the client;
343 (3) To promote the interests of the client with the utmost good faith, loyalty, and fidelity, including:
344 (a) Seeking a price and terms which are acceptable to the client, except that the licensee shall not be obligated to seek
345 additional offers to purchase the property while the property is subject to a contract for sale or to seek additional offers to lease
346 the property while the property is subject to a lease or letter of intent to lease;
347 (b) Presenting all written offers to and from the client in a timely manner regardless of whether the property is subject to a
348 contract for sale or lease or a letter of intent to lease;
349 (c) Disclosing to the client all adverse material facts actually known or that should have been known by the licensee;
350 and
351 (d) Advising the client to obtain expert advice as to material matters about which the licensee knows but the specifics of which
352 are beyond the expertise of the licensee;
353 (4) To account in a timely manner for all money and property received;
354 (5) To comply with all requirements of sections 339.710 to 339.860, subsection 2 of section 339.100, and any rules and regulations
355 promulgated pursuant to those sections; and
356 (6) To comply with any applicable federal, state, and local laws, rules, regulations, and ordinances, including fair housing and civil
357 rights statutes and regulations.

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

363 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
364 customer all adverse material facts actually known or that should have been known by the licensee. A seller's or landlord's agent owes
365 no duty to conduct an independent inspection or discover any adverse material facts for the benefit of the customer and owes no duty to
366 independently verify the accuracy or completeness of any statement made by the client or any independent inspector.

367 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
368 competing properties for sale or lease without breaching any duty or obligation to the client.

369 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
370 compensated as subagents. Any designated broker acting as a subagent on the seller's or landlord's behalf shall be a limited agent with
371 the obligations and responsibilities set forth in subsections 1 to 4 of this section.

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

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

- 375 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
376 property or the property the client or customer seeks to purchase or lease;
377 2. Assisting the client or customer in developing, communicating, negotiating and presenting offers, counteroffers and notices that
378 relate to the offers and the counteroffers until a lease or purchase agreement is signed and all contingencies are satisfied or waived;
379 and
380 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 10/24

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, or \$ _____.

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.

9/06/24

Not for use before 10/01/24

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

116

Page 1 of 8

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 ("Buyer's Broker"). In addition to the Listing Broker Compensation listed above,
47 Owner acknowledges Buyer may request Owner to compensate some or all of Buyer's Broker compensation. **Owner has no obligation**
48 **to pay Buyer's Broker compensation. Buyer's Broker compensation is negotiable and will be determined by a ratified sale**
49 **contract between Owner and Buyer.** Owner acknowledges that a Buyer's Broker may represent the interest of buyers only. (Check
50 one):

- 51 Owner authorizes Broker to disclose and market Owner's willingness to compensate Buyer's Broker.
52 Owner does not authorize Broker to disclose and market Owner's willingness to compensate Buyer's Broker

53 If during negotiation between Buyer and Owner the compensation to prospectively be paid to the Buyer's Broker is more than what
54 Owner previously authorized, the greater amount of such compensation will be disclosed by Broker and will be authorized by Owner
55 prior to Owner executing any written agreement to pay such compensation. Owner authorizes escrow agent to pay the Buyer's Broker
56 compensation directly to Buyer's Broker at closing.

57 **Note: Owner acknowledges that sale contract offer(s) and compensation agreement(s) may contain terms to compensate the**
58 **Broker assisting the Buyer, which may differ from the amounts of compensation discussed in this Contract. Owner understands**
59 **the provisions of this section and agrees that the election(s) made in this section are made solely by the Owner.**

60 **Owner Concessions**

61 Owner concessions is a payment from Owner towards Buyer's charges and closing costs (e.g., loan origination fees, discount points,
62 buy-down or subsidy fees, prepaids, Buyer's broker fees or other charges, as allowed by lender(s).

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

65 Prior to execution of a sale contract by Owner, Broker will disclose, and Owner will authorize in writing the amount of Owner
66 concessions to be paid at Closing.

67 **TRANSACTION BROKERAGE AS STARTING POINT**

68 Pursuant to this Listing Contract, Broker will initially be acting in the capacity of a transaction broker, with the duties and obligations
69 of a transaction broker under Missouri law as set forth following the parties' signatures below. However, Owner acknowledges that
70 from time to time, a prospective buyer may engage Broker to act in one of several possible capacities with respect to that buyer,
71 depending on what brokerage relationships are permitted by Broker's company policy. If the buyer will not consent to transaction
72 brokerage, Broker may need to act as an agent to allow a transaction with Owner to proceed. Under various circumstances, Missouri
73 law may permit or require a conversion of Broker's brokerage relationship with Owner to a different brokerage relationship. Any
74 conversion to a different brokerage relationship shall only be made upon Owner's written consent, as required by rule or regulation.

75 **DESIGNATED AGENT OF TRANSACTION BROKER**

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

82 **PREVIOUS REPRESENTATION**

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

86 **BUYERS REPRESENTATIVE**

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

90 **HOME WARRANTY**

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

- 92 Offer a warranty plan
93 Not offer a warranty plan
94 Consider a warranty plan at a later date

95 **DISCLOSURE AUTHORIZATIONS**

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

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

99 **BROKER ROLE**

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

103 **PROPERTY ACCESS AND KEY BOX SYSTEM**

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

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

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

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

115 _____
116 _____
117 _____
118 _____
119 _____

120 **OWNER RESPONSIBILITY TO DISCLOSE**

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

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

129 **OWNER AGREES**

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

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

- 148 1) Use all reasonable and recognized professional practices including, but not limited to, association and cooperation with other
149 brokers, provided that such association and cooperation is subject to the other provisions in this form and is not limited or
150 conditioned to the retaining of or payment by Owner to a broker, and the right to submit the property to any Multiple Listing Service,
151 the Internet, and any other medium, and provide timely notice of status changes and to provide sales data information, including
152 the final sale price, to the MLS and its members;
- 153 2) Use the undersigned Owner's name and property information for advertising and in trade papers in connection with this transaction;
- 154 3) Place a suitable sign on the property, if allowed by law;
- 155 4) Obtain, at Owner's expense, any documentation or certification that may be required in order to comply with any applicable statutes
156 or local ordinances; and,
- 157 5) Initiate a title examination of the property on behalf of the Owner.

158 **OWNER ACKNOWLEDGES**

- 159 1) Having read the "Broker Assisting Buyer" compensation authorization by owner section above, that Owner understands the
160 provisions of that section and agrees that the election(s) made in that section are made solely by the Owner.
- 161 2) Having read the Owner Concessions authorization by Owner section above, that Owner understands the provisions of that section
162 and agrees that the election(s) made in that section are made solely by the Owner.
- 163 3) Having read the "Duties and Obligations of Limited Agency" and "Transaction Duties and Obligations" provisions outlined below;
- 164 4) This agreement does not create an agency relationship, and the Broker is acting as a transaction broker; and,
- 165 5) That under Chapter 429 of the Missouri Revised Statutes, if Owner has contracted with anyone for the provision of work, labor, or
166 materials for the property, Owner may be required to post and record a "notice of intended sale" at least 45 days before the earliest
167 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
168 materials have been provided, Owner should seek legal advice to comply with this law.

169 **PHOTOGRAPHS AND INTERNET ADVERTISING**

- 170 1. Owner agrees that Broker may photograph or otherwise electronically capture images of the exterior and, if authorized, interior of the
171 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
172 marketing materials and sites. Owner acknowledges that once Images are placed on the Internet, neither Broker nor Owner has control
173 over who can view such Images, what use viewers may make of the Images, or how long such Images may remain available on the
174 Internet. Owner further assigns any rights in all Images to the Broker and agrees that such Images are the property of Broker and that
175 Broker may use such Images for advertising, including post sale and for Broker's business in the future.
- 176 **Owner Does OR Does Not (check one) authorize interior images.**
- 177 2. Owner acknowledges that prospective buyers and/or other persons coming onto the property may take photographs, videos or other
178 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
179 such persons. Owner acknowledges that unauthorized persons may take images who do not have access to or have not read any limiting
180 instruction in the MLS or take images regardless of any limiting instruction in the MLS. Once Images are taken and/or put into electronic
181 display on the Internet or otherwise, neither Broker nor Owner has control over who views such Images nor what use viewers may make
182 of the Images.

183 **SURVEILLANCE/RECORDING**

184 Notice to Owner regarding recordings within the property

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

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

191 **SMART TECHNOLOGY PRIVACY CONCERNS**

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

198 **NON-DISCRIMINATION**

199 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
200 the basis of race, color, religion, sex, disability, familial status, national origin, ancestry, sexual orientation, or gender identity. The
201 parties agree to comply with all applicable federal, state, and local fair housing laws.

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

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

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

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

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

223 **BROKER DISCLOSURE FORM**
224 Seller acknowledges receipt of the Broker Disclosure Form prescribed by the MREC (Missouri Real Estate Commission) by either a) on
225 or before the signing of this Transaction Brokerage Listing Contract, or b) upon the licensee obtaining any personal or financial
226 information, whichever occurs first.

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

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

232 (Signature Lines Appear on the Following Page)

9/06/24

Not for use before 10/01/24

Initials of Seller to acknowledge they have read this page 120 / _____

233	_____	_____	_____	_____
234	OWNER SIGNATURE	DATE	OWNER SIGNATURE	DATE
235	_____		_____	
236	Owner Printed Name		Owner Printed Name	
237	_____		_____	
238	Owner Current Address		Owner Current Address	
239	_____		_____	
240	Owner City, State, Zip		Owner City, State, Zip	
241	_____		_____	
242	Owner Email Address		Owner Email Address	
243	_____		_____	
244	Owner Phone		Owner Phone	
245	_____		_____	
246	BROKER (Company)		AUTHORIZED AGENT SIGNATURE	DATE
247			_____	
248			Authorized Agent Printed Name	
249			_____	
250			Authorized Agent Email	
251	_____	_____	_____	_____
252	BROKER SIGNATURE	DATE	Broker Printed Name	
253	<i>(if required by company policy or the practice of Designated Agency)</i>			

EDUCATION

RELEVANT ASPECTS OF MISSOURI REAL ESTATE LAW ARE REFERENCED BELOW:

255

DUTIES AND OBLIGATIONS OF TRANSACTION BROKER (as required by 339.720.1 and 339.755, RSMo.)

256

1. A real estate licensee may provide real estate service to any party in a prospective transaction without an agency or fiduciary relationship to one or more parties to the transaction. Such licensee shall be called a transaction broker.

257

258

2. A transaction broker shall have the following duties and obligations:

259

(1) To perform the terms of any written or oral agreement made with any party to the transaction;

260

(2) To exercise reasonable skill, care and diligence as a transaction broker, including but not limited to:

261

(a) Presenting all written offers and counteroffers in a timely manner regardless of whether the property is subject to a contract for sale or lease or a letter of intent unless otherwise provided in the agreement entered with the party;

262

263

(b) Informing the parties regarding the transaction and suggesting that such parties obtain expert advice as to material matters about which the transaction broker knows but the specifics of which are beyond the expertise of such broker;

264

265

266

(c) Accounting in a timely manner for all money and property received;

267

(d) To disclose to each party to the transaction any adverse material facts of which the licensee has actual notice or knowledge;

268

269

(e) Assisting the parties in complying with the terms and conditions of any contract;

270

(f) The parties to a transaction brokerage transaction shall not be liable for any acts of the transaction broker.

271

3. The following information shall not be disclosed by a transaction broker without the informed consent of the party or parties disclosing such information to the broker:

272

273

(1) That a buyer or tenant is willing to pay more than the purchase price or lease rate offered for the property;

274

(2) That a seller or landlord is willing to accept less than the asking price or lease rate for the property;

275

(3) What the motivating factors are for any party buying, selling or leasing the property;

276

(4) That a seller or buyer will agree to financing terms other than those offered;

277

(5) Any confidential information about the other party, unless disclosure of such information is required by law, statute, rules or regulations or failure to disclose such information would constitute fraud or dishonest dealing.

278

279

4. A transaction broker has no duty to conduct an independent inspection or investigation for adverse material facts for the parties.

280

281

5. A transaction broker has no duty to conduct an independent investigation of the buyer's financial condition.

282

6. A transaction broker may do the following without breaching any obligation or responsibility:

283

(1) Show alternative properties not owned by the seller or landlord to a prospective buyer or tenant;

284

(2) List competing properties for sale or lease;

285

(3) Show properties in which the buyer or tenant is interested to other prospective buyers or tenants;

286

(4) Serve as a single agent, subagent or designated agent or broker, limited agent, disclosed dual agent for the same or for different parties in other real estate transactions.

287

7. In a transaction broker relationship each party and the transaction broker, including all persons within an entity engaged as the transaction broker if the transaction broker is an entity, are considered to possess only actual knowledge and information. There is no imputation of knowledge or information by operation of law between any party and the transaction broker or between any party and any person within an entity engaged as the transaction broker if the transaction broker is an entity.

289

290

291

292

293

8. A transaction broker may cooperate with other brokers and such cooperation does not establish an agency or subagency relationship.

294

295

9. Nothing in this section prohibits a transaction broker from acting as a single limited agent, dual agent or subagent whether on behalf of a buyer or seller, as long as the requirements governing disclosure of such fact are met.

296

297

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 licensee operating under the broker's license.

298

299

11. A transaction broker shall:

300

(1) Comply with all applicable requirements of sections [339.710 to 339.860](#), subsection 2 of section [339.010](#) and all rules and regulations promulgated pursuant to such sections; and

301

302

(2) Comply with any applicable federal, state and local laws, rules, regulations and ordinances, including fair housing and civil rights statutes and regulations.

303

304

12. If any licensee who represents another party to the same transaction either solely or through affiliate licensees refuses transaction broker status and wants to continue an agency relationship with both parties to the transaction, such licensee shall have the right to become a designated agent or a dual agent as provided for in sections [339.730 to 339.860](#).

305

306

307

308

13. In any transaction a licensee may without liability withdraw from representing a client who has not consented to a conversion to transaction brokerage. Such withdrawal shall not prejudice the ability of the licensee or affiliated licensee to continue to represent the other client in the transaction or limit the licensee from representing the client who refused the transaction brokerage representation in another transaction not involving transaction brokerage.

309

310

311

312

313 **DUTIES AND OBLIGATIONS OF LIMITED AGENCY (339.730 RSMo).**

- 314 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
315 duties and obligations:
- 316 (1) To perform the terms of the written agreement made with the client;
 - 317 (2) To exercise reasonable skill and care for the client;
 - 318 (3) To promote the interests of the client with the utmost good faith, loyalty, and fidelity, including:
 - 319 (a) Seeking a price and terms which are acceptable to the client, except that the licensee shall not be obligated to seek
320 additional offers to purchase the property while the property is subject to a contract for sale or to seek additional offers to lease
321 the property while the property is subject to a lease or letter of intent to lease;
 - 322 (b) Presenting all written offers to and from the client in a timely manner regardless of whether the property is subject to a
323 contract for sale or lease or a letter of intent to lease;
 - 324 (c) Disclosing to the client all adverse material facts actually known or that should have been known by the licensee;
325 and
 - 326 (d) Advising the client to obtain expert advice as to material matters about which the licensee knows but the specifics of which
327 are beyond the expertise of the licensee;
 - 328 (4) To account in a timely manner for all money and property received;
 - 329 (5) To comply with all requirements of sections 339.710 to 339.860, subsection 2 of section 339.100, and any rules and regulations
330 promulgated pursuant to those sections; and
 - 331 (6) To comply with any applicable federal, state, and local laws, rules, regulations, and ordinances, including fair housing and civil
332 rights statutes and regulations.

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

338 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
339 customer all adverse material facts actually known or that should have been known by the licensee. A seller's or landlord's agent owes
340 no duty to conduct an independent inspection or discover any adverse material facts for the benefit of the customer and owes no duty to
341 independently verify the accuracy or completeness of any statement made by the client or any independent inspector.

342 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
343 competing properties for sale or lease without breaching any duty or obligation to the client.

344 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
345 compensated as subagents. Any designated broker acting as a subagent on the seller's or landlord's behalf shall be a limited agent with
346 the obligations and responsibilities set forth in subsections 1 to 4 of this section.

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

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

- 350 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
351 property or the property the client or customer seeks to purchase or lease;
- 352 2. Assisting the client or customer in developing, communicating, negotiating and presenting offers, counteroffers and notices that
353 relate to the offers and the counteroffers until a lease or purchase agreement is signed and all contingencies are satisfied or waived;
354 and
- 355 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 #2109 10/24

BROKER COMPENSATION RIDER

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

3 PROPERTY: _____

4 BY AND BETWEEN: the undersigned Buyer(s) and the undersigned Seller(s).

5 Sellers agrees to pay compensation on this transaction to the Selling Broker in the amount of \$ _____ AND _____ %
6 of Purchase price (*\$0 if none stated*). If the amount of this compensation paid by Seller to Selling Broker is more than what Seller
7 previously authorized in their listing contract with Listing Broker, Seller acknowledges that this increase was disclosed by the Listing
8 Broker and Seller authorizes this compensation to supersede that previous amount of compensation to the Selling Broker. Seller
9 authorizes the closing agent to directly disburse this compensation to Selling Broker at Closing.

10 Selling Broker and Buyer acknowledge that the total compensation received by Selling Broker for representing Buyer in the purchase
11 of this property, including any compensation paid from Seller to Selling Broker, does not exceed the amount authorized in writing
12 between Selling Broker and Buyer.

13 Other terms between Brokers:
14 _____
15 _____

16 The total sale/lease price shall be determined as follows: 1) in the case of a sale (including contract for deed or exchange), it shall be
17 the total sale price and other consideration received by Owner (including, but not limited to, cash, Seller loans to Buyer and other real
18 or personal property received) for the property, without reduction for Closing adjustments, points or other charges; 2) in the case of a
19 lease, it shall be the total lease payments due to the Owner by the tenant during the term of the lease, without adjustments for utilities,
20 taxes and other charges which may be imposed on the tenant. If Owner executes a lease with an option contract or a lease/purchase
21 contract, the lease compensation shall be due when the lease is executed, and the sale compensation (less any lease compensation already
22 paid) shall be due when the title is conveyed to Buyer.

23 Seller and Buyer acknowledge and understand the Brokers involved in this transaction are acting pursuant to separate brokerage service
24 agreements entered into with Buyer and Seller and any payment of compensation from Seller to Selling Broker shall not create any
25 additional obligations, duties or relationships with or between any other party.

26 Seller and Buyer, by signing below, acknowledge that the compensation amounts authorized herein are the product of free and knowing
27 negotiations.

28 _____
29 SELLER SIGNATURE DATE BUYER SIGNATURE DATE

30 _____
31 Seller Printed Name Buyer Printed Name

32 _____
33 SELLER SIGNATURE DATE BUYER SIGNATURE DATE

34 _____
35 Seller Printed Name Buyer Printed Name

36 Listing Broker: _____ Selling Broker: _____
37 (Company Name) (Company Name)

38 By (Signature): _____ By (Signature): _____
39 DATE DATE

40 Printed Name: _____ Printed Name: _____