

**IX. AUTHORIZATION TO SHOW PROPERTY (MSC-1100)**

This form is intended for use in those situations where a REALTOR desires to show a property (for sale or lease), but does not have a written agency or transaction brokerage agreement in place with the owner/landlord. 20 CSR 2250-8.090. Contrary to the form listing agreements, it does not create an agency relationship between the Owner and REALTOR. Any such “*other written authorization*” agreement must contain all of the information set forth at subpart (8) of the cited regulation. The particulars of MSC-1100 are discussed below.

<p><b>A.</b></p>	<p>Complete the Reference (identification) line by inserting the name(s) of all persons constituting the “Owner” (or the duly authorized agent of the Owner) of the subject Property, or its address.</p>
<p><b>Instructions</b></p>	<p>Note that the second sentence specifically provides that “<i>This form does not contemplate cooperation with other brokers.</i>” Contrary to the agency and transaction brokerage agreements discussed in Article VIII, 20 CSR 2250-8.090(8) does not specifically require a statement as to whether the designated broker permits or prohibits offering subagency, or is authorized to cooperate with and compensate others acting pursuant to any other brokerage relationship. If in fact a REALTOR® using this form intends to cooperate with or compensate other brokers, the second sentence of the Instructions should be deleted and any other appropriate information should be added.</p> <p>Further note that, contrary to certain local board forms in the State, the Authorization to Show Property form (“<b>Authorization</b>”) is not limited to a specific prospect(s) identified therein. Although such an arrangement would in fact be permissible if that is what the parties desire, appropriate explanation and revision would be required to express such an understanding. MSC-1100 takes the approach that the names of all prospects will be provided to the Owner <u>after</u> the Authorization is signed. As further discussed below, it includes a “Protection Period” concept and contemplates that prospects shown the Property during the Authorization Period are to be registered in writing with the Owner.</p>
<p><b>1-3 B</b></p>	<p>Insert the legal description and complete street address of the Property, including the city where it is located; or in the absence thereof, a clear description which unmistakably identifies the Property. 20 CSR 2250-8.090(8)(D). <b>Note:</b> If available, a legal description may be referenced and separately attached as an Exhibit or addendum.</p>
<p><b>4-6 C</b></p>	<p>By default, authorization to show the Property to prospects is limited to 30 days (the “<b>Authorization Period</b>”). There is no statutory or regulatory requirement limiting the permissible length of an “Authorization Period”. While 30 days may be a common or typical length, the parties should specify (at “C”) any different time period that may be acceptable to both Owner and REALTOR®.</p>



# Authorization to Show Property

***This document has legal consequences. If you do not understand it, consult your attorney.***

**Instructions:** *This form shall be used when the property is not listed and the Owner is not willing to list the property or place it on the market generally, but would consider an offer to buy or lease. This form does not contemplate cooperation with other brokers. The REALTOR® must never show property to a prospective customer without authorization from the Owner; to do so is a violation of the Rules and Regulations of the Missouri Real Estate Commission. After the authorization is signed, the REALTOR® may advise the Owner of the names of the prospects. Prospects shown the property should be registered in writing with the Owner. While not required, a Prospective Purchaser Form is available for that purpose.*

1 The undersigned (“**Owner**”), being the sole owner(s) or authorized agent(s) of all owners of the property located at:  
 2 \_\_\_\_\_ (B)  
 3 and described as \_\_\_\_\_ (B) (the “**Property**”).  
 4 hereby authorizes the REALTOR® named below and its affiliated licensees to show the Property to prospects for the  
 5 purchase or lease thereof, for a period of \_\_\_\_\_ (C) days [not to exceed thirty (30) days] from and after the Effective  
 6 Date hereof (the “**Authorization Period**”), after which time this Authorization to Show Property (“**Authorization**”) will  
 7 terminate. This Authorization does not permit media advertising or the placing of signs on the Property. Owner  
 8 represents to REALTOR® that as of the date hereof the Property is not subject to an exclusive right to sell or lease or  
 9 an exclusive agency/brokerage listing agreement with any other real estate broker.  
 10 **SALE PRICE:** \$ \_\_\_\_\_ (D) **LEASE AMOUNT:** \$ \_\_\_\_\_ (E)  
 11 **TERMS:** \_\_\_\_\_ (F)  
 12 \_\_\_\_\_

13 Owner agrees that if Owner sells or leases the Property during the Authorization Period or within \_\_\_\_\_ (G)  
 14 days after expiration thereof (the “**Protection Period**”) to a prospect introduced to the Property by REALTOR® or any  
 15 of its affiliated licensees, then Owner will pay REALTOR® compensation of \_\_\_\_\_ (H) (specify % of sale price or  
 16 specific dollar amount) or \_\_\_\_\_ (I) (specify % of option/lease payments or specific dollar amount) to be paid in  
 17 cash at closing, unless otherwise provided herein. This compensation provision shall not apply if the Owner lists the  
 18 Property pursuant to an exclusive right to sell or lease or an exclusive agency/brokerage listing agreement with  
 19 another licensed real estate broker, the sale or lease is made during the Protection Period, and Owner pays the new  
 20 listing broker a commission on the closing of that sale or lease. REALTOR® is authorized to provide lease or sales  
 21 data to the local Board of REALTORS®, their members, member prospects, appraisers and other professional users  
 22 of real estate sales data. If the transaction shall not close due to fault of buyer/lessee, any net damages received by  
 23 Owner from buyer/lessee shall be divided equally between Owner and REALTOR® as liquidated damages and in lieu  
 24 of further compensation; provided, however, REALTOR® shall in no event receive more money in lieu of  
 25 compensation than the amount agreed to herein as compensation for brokerage services. If the transaction shall not  
 26 close due to fault of Owner, the compensation agreed upon herein shall become immediately due and payable.

27 This Authorization does not create an agency relationship between Owner and REALTOR, and is neither an  
 28 exclusive right to sell or lease nor an exclusive agency/brokerage. Owner is free to deal with other brokers or persons  
 29 who have not been introduced to the Property by REALTOR®. Pursuant to this Authorization, REALTOR® may act in  
 30 the capacity of a buyer’s or tenant’s agent, or as a transaction broker.

31 Owner acknowledges receipt of a Missouri Real Estate Commission Broker Disclosure Form on or before the  
 32 date hereof or upon REALTOR®’s taking any personal or financial information from Owner, whichever occurred first.

33 **Special Agreements:** \_\_\_\_\_ (J)

34 The “**Effective Date**” shall be the date of final acceptance hereof, as indicated by the date of the last party to sign this  
 35 Authorization or (specify if otherwise) \_\_\_\_\_ (K). Owner acknowledges receipt of one copy of this Authorization.

36 \_\_\_\_\_ (L) \_\_\_\_\_ (M)  
 37 **Owner** **Date** **REALTOR®’s Firm Name**  
 38 **E-mail Address:** \_\_\_\_\_ (L) \_\_\_\_\_ (M)  
 39 \_\_\_\_\_ (L) \_\_\_\_\_ (M)  
 40 **Owner** **Date** **Date**  
 41 **E-mail Address:** \_\_\_\_\_ (L)

<p><b>7</b></p>	<p>As noted above, absent a listing agreement, a licensee is not allowed to advertise or place a sign upon any property offering it for sale or lease to prospects unless the broker holds “<i>other written authorization signed by all owners</i>”. 20 CSR 2250-8.090(1). It would certainly be legal and permissible for the parties to agree to permit media advertising or placing signs on the Property. Nonetheless, since Owners who are not willing to generally list their property for sale or lease (but might consider a one-time offer, and thus are using this Authorization) would presumably object, such activities are expressly prohibited by the form Authorization. If a REALTOR® contemplates advertising in any fashion a Property that is subject to an Authorization, then all such contemplated activities should be described and consented to by Owner therein (and the full sentence at line 7 should be deleted). Any separate marketing fee that may be agreed to should also be specified.</p>
<p><b>8-9</b></p>	<p>As discussed in Article VIII of this Manual regarding lines 54-56 of RES-1010, this language is designed to comply with NAR Standard of Practice 16-13 which provides in part that before providing substantive services, REALTOR® shall ask prospects whether they are a party to any exclusive representation agreement. If an Owner is subject to a pending exclusive representation agreement with respect to the sale of the Property, then as further discussed regarding lines 34-35 below, a REALTOR® should make sure that its expiration date precedes the “Effective Date” of the Authorization.</p>
<p><b>10 D-E</b></p>	<p>Insert the amount of the Sale Price (at “D”) and/or the Lease rental rate (at “E”) which the Owner is willing to accept. If an Owner will only agree to sell (or lease, as the case may be) the Property, then insert “N/A” or “<i>Not Applicable</i>” at “E” (or at “D” if Owner is only willing to lease the Property).</p> <p><b>Note:</b> Contrary to a listing agreement, MREC regulations do not require that an “<i>other written authorization</i>” specifically include the price at which a Property is to be sold or leased. Logically, this is because in many situations where an Authorization is used, the REALTOR holding the same may be serving as a Buyer’s agent, or the Owner simply has not decided or is not willing to disclose such information “up front”. In such cases, the blanks at “D” and/or “E” may be completed by inserting “<i>TO BE DETERMINED</i>” (or words to that effect). As further discussed below, the Authorization does however contemplate payment of a commission and affording Protection Period rights. In certain circumstances it may be appropriate to include specific amounts at these lines.</p>
<p><b>11-12 F</b></p>	<p>Fill in (at “D”) any other special terms or features that an Owner will require or agree to in order to sell or lease (as the case may be) the Property (<i>e.g.</i>, length or term of a Lease, purchase option, take back financing).</p>



<p><b>13-17 G-I</b></p>	<p>A sale (or lease) to a prospect introduced to the Property by REALTOR® or any of its affiliated licensee which occurs during the Authorization Period (or the “Protection Period”) may entitle REALTOR® to payment of compensation. Establish the length of any such “<b>Protection Period</b>” (meaning the time frame following the Authorization Period during which REALTOR may be entitled to compensation if Owner sells [or leases] the Property to a qualifying prospect) at “G”. The amount (if any) which Owner agrees to pay REALTOR (in cash, at closing, unless specified otherwise) pursuant to the Authorization may be specified as a specific dollar amount or, in the case of a sale by indicating a percentage of the sale price (at “H”), or if a lease by indicating a percentage of the lease and/or option payments (at “I”). If the Authorization is intended to cover both a sale or lease, then both H and I should be completed. If only one type of transaction is permitted, then the other option should be marked “N/A” or “<i>Not Applicable</i>”.</p> <p><b>Note:</b> Any compensation or commission amount specified is payable by Owner to REALTOR® only if the sale or lease is to a prospect introduced to the Property by one of its affiliated licensees. Accordingly, the Authorization is akin to an “open” listing in this regard and is not designed to create any right of exclusivity.</p>
<p><b>18-20</b></p>	<p>Like the MAR RES, LND and FRM listing forms, despite the “Protection Period” coverage discussed above, REALTOR® is not entitled to payment if Owner lists the Property pursuant to an exclusive right to sell or lease agency or transaction brokerage agreement and the sale or lease occurs during the Protection Period, provided that Owner pays the new listing broker a commission on the closing of that sale or lease. See also discussion of lines 21-22 of RES-1010 at Article VIII above regarding the philosophy behind this approach.</p>
<p><b>20-22</b></p>	<p>Consistent with Section 26 of RES-2000 and General Condition 5 of RES-1010 (discussed in Articles I and VIII of this Manual) this language specifically authorizes REALTOR® to provide lease or sales data to its local board and other professional users of real estate data. Unlike the Contract (which specifically provides that such information may not be provided until <u>after</u> the Closing) and the Listing Contract (which specifically authorizes dissemination of such information both prior to <u>and</u> after any closing), the Authorization is silent as to the permitted timing of any such disclosure.</p> <p><b>Note:</b> If a REALTOR® intends or desires to disseminate any such data prior to closing, specific written consent should first be obtained from the Owner.</p>
<p><b>22-25</b></p>	<p>The Authorization provides that if a transaction does not close due to the fault of a buyer (or lessee, as the case may be), then REALTOR® and Owner are to equally split between them any “<i>net damages</i>” received by Owner on account thereof (not to exceed, however, the specified amount of compensation agreed to be paid to REALTOR® as provided therein).</p> <p><b>Note:</b> Unlike the MAR form Listing Contract, (see discussion of General Condition 4 at Article VIII above), the Authorization is not necessarily limited to forfeited “earnest money” (although such should qualify as at least part of any “<i>net damages</i>” received). If a REALTOR® who enters into an Authorization with an Owner is actually representing the buyer (or tenant), an Owner would presumably not agree to entitle such a REALTOR® to receive compensation</p>



	based on a default by its client. As always, a REALTOR® should make sure that any agreement it enters into is customized as may be necessary to accurately reflect the true intentions and agreement of the parties.
<b>25-26</b>	If a transaction does not close due to the fault of an Owner, the amount of any compensation agreed to be paid to REALTOR pursuant to the Authorization is stated to become immediately due and payable.
<b>27-30</b>	<p>As indicated above, the Authorization does not create an agency relationship with the Owner, or any exclusive right in the REALTOR® with respect to the Property. The Owner is free to deal with any other brokers or other persons who have not been introduced to the Property by REALTOR. The Authorization specifically provides that a REALTOR may act in the capacity of a buyer’s or tenant’s agent, or as a transaction broker.</p> <p><b>Note:</b> The statutory definition of a “Transaction Broker” is set forth at §339.710 (22) RSMo. It reads as follows:</p> <p><i>(22) “Transaction broker”, any licensee acting pursuant to sections 339.710 to 339.860, who:</i></p> <p><i>(a) Assists the parties to a transaction without an agency or fiduciary relationship to either party and is, therefore, neutral, serving neither as an advocate or advisor for either party to the transaction;</i></p> <p><i>(b) Assist one or more parties to a transaction and who has not entered into a specific written agency agreement to represent one or more of the parties; or</i></p> <p><i>(c) Assists another party to the same transaction either solely or through licensee affiliates.</i></p> <p><i>Such licensee shall be deemed to be a transaction broker and not a dual agent, provided that, notice of assumption of transaction broker status is provided to the buyer and seller immediately upon such default to transaction broker status, to be confirmed in writing prior to execution of the contract.</i></p> <p>Given this statutory language, it is not totally clear whether <u>any</u> broker who participates in a deal where an Owner is not separately represented could avoid being classified as a transaction broker. The current form Authorization (which includes on page 2 thereof the statutory duties and obligations of a transaction broker pursuant to §339.755 RSMo.) was specifically approved of by the MREC in June of 2006.</p>
<b>31-32</b>	Consistent with the language of the MAR form residential sale contract and brokerage relationship agreements, REALTOR®s are reminded of their obligation to provide, at the earliest practicable opportunity during or following the first substantial contact with a seller or landlord who has not entered into a written agreement for brokerage services in a residential real estate transaction, a written copy of the current broker disclosure form prescribed by the MREC. <i>See</i> , §339.770 RSMo. This sentence acknowledges Owner’s timely receipt of the same.



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1 The undersigned (“**Owner**”), being the sole owner(s) or authorized agent(s) of all owners of the property located at:  
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 3 and described as \_\_\_\_\_ (B) (the “**Property**”).  
 4 hereby authorizes the REALTOR® named below and its affiliated licensees to show the Property to prospects for the  
 5 purchase or lease thereof, for a period of \_\_\_\_\_ (C) days [not to exceed thirty (30) days] from and after the Effective  
 6 Date hereof (the “**Authorization Period**”), after which time this Authorization to Show Property (“**Authorization**”) will  
 7 terminate. This Authorization does not permit media advertising or the placing of signs on the Property. Owner  
 8 represents to REALTOR® that as of the date hereof the Property is not subject to an exclusive right to sell or lease or  
 9 an exclusive agency/brokerage listing agreement with any other real estate broker.  
 10 **SALE PRICE:** \$ \_\_\_\_\_ (D) **LEASE AMOUNT:** \$ \_\_\_\_\_ (E)  
 11 **TERMS:** \_\_\_\_\_ (F)  
 12 \_\_\_\_\_

13 Owner agrees that if Owner sells or leases the Property during the Authorization Period or within \_\_\_\_\_ (G)  
 14 days after expiration thereof (the “**Protection Period**”) to a prospect introduced to the Property by REALTOR® or any  
 15 of its affiliated licensees, then Owner will pay REALTOR® compensation of \_\_\_\_\_ (H) (specify % of sale price or  
 16 specific dollar amount) or \_\_\_\_\_ (I) (specify % of option/lease payments or specific dollar amount) to be paid in  
 17 cash at closing, unless otherwise provided herein. This compensation provision shall not apply if the Owner lists the  
 18 Property pursuant to an exclusive right to sell or lease or an exclusive agency/brokerage listing agreement with  
 19 another licensed real estate broker, the sale or lease is made during the Protection Period, and Owner pays the new  
 20 listing broker a commission on the closing of that sale or lease. REALTOR® is authorized to provide lease or sales  
 21 data to the local Board of REALTORS®, their members, member prospects, appraisers and other professional users  
 22 of real estate sales data. If the transaction shall not close due to fault of buyer/lessee, any net damages received by  
 23 Owner from buyer/lessee shall be divided equally between Owner and REALTOR® as liquidated damages and in lieu  
 24 of further compensation; provided, however, REALTOR® shall in no event receive more money in lieu of  
 25 compensation than the amount agreed to herein as compensation for brokerage services. If the transaction shall not  
 26 close due to fault of Owner, the compensation agreed upon herein shall become immediately due and payable.

27 This Authorization does not create an agency relationship between Owner and REALTOR, and is neither an  
 28 exclusive right to sell or lease nor an exclusive agency/brokerage. Owner is free to deal with other brokers or persons  
 29 who have not been introduced to the Property by REALTOR®. Pursuant to this Authorization, REALTOR® may act in  
 30 the capacity of a buyer’s or tenant’s agent, or as a transaction broker.

31 Owner acknowledges receipt of a Missouri Real Estate Commission Broker Disclosure Form on or before the  
 32 date hereof or upon REALTOR®’s taking any personal or financial information from Owner, whichever occurred first.

33 **Special Agreements:** \_\_\_\_\_ (J)

34 The “**Effective Date**” shall be the date of final acceptance hereof, as indicated by the date of the last party to sign this  
 35 Authorization or (specify if otherwise) \_\_\_\_\_ (K). Owner acknowledges receipt of one copy of this Authorization.

36 \_\_\_\_\_ (L) \_\_\_\_\_ (M)  
 37 **Owner** **Date** **REALTOR®’s Firm Name**  
 38 **E-mail Address:** \_\_\_\_\_ (L) \_\_\_\_\_  
 39 \_\_\_\_\_ (L) \_\_\_\_\_ (M)  
 40 **Owner** **Date** **Date**  
 41 **E-mail Address:** \_\_\_\_\_ (L)

<p><b>33 J</b></p>	<p>Limited space is provided in the “<b>Special Agreements</b>” section of the Authorization (at “J”) to allow the parties flexibility to negotiate and agree upon special or customized terms and changes to the ‘standard’ form. As discussed elsewhere throughout this Manual, excessive use of this tool (<i>e.g.</i>, beyond limited applications as set forth herein) is discouraged and should be avoided.</p>
<p><b>34-35 K</b></p>	<p>By default, the “<b>Effective Date</b>” of the Authorization is designed to be the date of the last party to sign it. As discussed above, if the Owner is already subject to an exclusive brokerage services agreement regarding the sale (or lease, as the case may be) of the Property, then specify an appropriate date in the blank line at “K” such that the Authorization will not become effective until after expiration of the pending exclusive agreement.</p> <p><b>Note:</b> A REALTOR® should make sure that a completed and fully executed copy of the Authorization is received by the Owner.</p>
<p><b>L</b></p>	<p>Obtain the signature and email addresses of all persons constituting the “Owner” and insert the date thereof at “L”.</p>
<p><b>M</b></p>	<p>At “M”, in the first line print the name of the REALTOR®’s brokerage company, followed by the signature (and preferably, printed name and title) of the individual broker/agent authorized to enter into the Authorization on its behalf, and the date on which it is signed.</p>

**PAGE 2**

	<p>The second page of the Authorization sets forth the statutory duties and obligations of a transaction broker pursuant to §339.755 RSMo.</p>
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**TRANSACTION BROKER'S DUTIES AND OBLIGATIONS (§ 339.755, R.S.Mo.)**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

74 (B) List competing properties for sale or lease;

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

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

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

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

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

88 10. Nothing in this section alters or eliminates the responsibility of a broker as set forth in this section for the  
89 conduct and actions of a licensee operating under the broker's license.

90 11. A transaction broker shall:

91 (A) Comply with all applicable requirements of sections 339.710 to 339.860, subsection 2 of section 339.010  
92 and all rules and regulations promulgated pursuant to such sections; and

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