



Seller's Agency Listing Contract (Exclusive Right to Sell)

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

1 _____ (whether one or more, "Owner")
 2 hereby representing to be all of the owners of the following described Property, hereby appoints (*Insert Brokerage Co. name*)
 3 _____ ("REALTOR®"), as
 4 the sole and exclusive agent with exclusive right to sell, to find a buyer for the following property (the "Property"):

5 _____
 6 **Street Address** **City** **State** **Zip Code** **County**

7 (**check box if legal description attached.** *If no legal description is provided, then the legal description on Owner's vesting*
 8 *deed(s) to govern, which may however be confirmed by a survey, if any, obtained pursuant to a sale contract for the Property*
 9 *hereafter entered into by Owner*) for the period beginning with the Effective Date and ending at 11:59 p.m. on
 10 _____, _____, 20____ (together with any written extension thereof, the "Listing Period") at the sale price
 11 of \$ _____ and terms of cash, or for any other price or terms to which Owner shall consent, and under
 12 the following special terms (*if any*): _____.

13 Owner acknowledges that the efforts and endeavors of REALTOR® to procure a buyer, by expenditure of time and money,
 14 through advertising, co-brokers or otherwise, shall constitute good and sufficient consideration for this Listing Contract. Owner
 15 will refer all inquiries and prospects Owner may receive during the Listing Period, from any source, to REALTOR® to avoid the
 16 possibility of confusion over agency relationship and misunderstandings about liability for compensation.

17 If a ready, willing and able buyer is procured by REALTOR®, its affiliated licensee(s), Owner, or any other broker or person
 18 during the Listing Period, then Owner shall pay to REALTOR® _____ (*indicate % of sales price, or*
 19 *specific dollar amount*) as ~~REALTOR®'s~~ compensation due REALTOR® for services rendered hereunder. Such
 20 compensation shall also be paid if the Property is exchanged, optioned, sold, conveyed or otherwise transferred within
 21 _____ days after expiration of the Listing Period (the "Protection Period") to anyone who was introduced to the
 22 Property by anyone during the Listing Period; provided Owner has received notice in writing, including the name of the
 23 prospective buyers, before or upon expiration of the Listing Period. It is understood and agreed that REALTOR®'s
 24 presentation of an offer during the Listing Period shall constitute notice hereunder with respect to the prospects identified
 25 thereon. However, Owner shall not be obligated to pay such compensation if a new valid exclusive listing contract is entered
 26 into during the Protection Period with another licensed real estate broker, the exchange, option, sale, conveyance, or transfer
 27 of the Property is made during the Protection Period, and Owner pays the new listing broker a commission on the closing of
 28 that transaction.

29 In addition, Owner agrees to pay REALTOR® ~~a marketing fee of \$ _____~~, as additional
 30 compensation due REALTOR® for services rendered hereunder, an amount equal to \$ _____.

31 This portion of the compensation shall be due and payable to REALTOR® on (*check whichever applies*):

32 the Effective Date of this Listing Contract, regardless of whether or not a ready, willing and able buyer is
 33 procured; or only if and on the same date that the other compensation above provided for is payable.

34 **BROKER COOPERATION AND SHARED COMPENSATION POLICY.** REALTOR®'s company policy authorizes
 35 REALTOR® or REALTOR®'s representatives to cooperate with other brokers acting pursuant to the following brokerage
 36 relationships, as defined by Section 339.710 R.S.Mo. (*Insert shared compensation amounts [or "zero"] below to indicate that*
 37 *such cooperation is authorized by REALTOR®'s company policy. Insert "N/A" below to indicate that such cooperation is not*
 38 *authorized, whether by company policy or otherwise. Note: Even if compensated by REALTOR® or Owner, it is understood*
 39 *that cooperating brokers may represent the interests of buyers only*).

40 If REALTOR®'s company policy authorizes any such cooperation, then the amount of compensation that will be offered by
 41 REALTOR® shall be as follows (*indicate a specific dollar amount, or the percentage of sale price, that will be offered for each*
 42 *applicable cooperating brokerage relationship. Also specify if REALTOR®'s company policy regarding shared compensation*
 43 *differs as to brokers who are not participants in the Multi-Listing Service in which REALTOR® is a participant ("MLS");*
 44 *excludes particular brokers, whether or not participants in the MLS; or is otherwise limited*):

45 \$ _____ or _____% of sale price to subagents of REALTOR®; (*i.e., limited agents representing Owner*);

46 \$ _____ or _____% of sale price to buyer's agents; (*i.e., limited agents representing prospective buyers*);

47 \$ _____ or _____% of sale price to transaction brokers; (*i.e., neutral licensees representing neither party*).

48 (*check only if applicable*) REALTOR®'s offer of compensation is not available to brokers other than MLS participants.

49 (*check only if applicable*) REALTOR®'s offer of compensation excludes the following specific brokers; or is otherwise
 50 limited (*explain*): _____

51 **DISCLOSURE AUTHORIZATIONS.** Owner (*check one*)

52 **Motivating Factors.** **DOES** **DOES NOT** permit REALTOR® to disclose the following motivating factors for Owner in
 53 selling the Property: _____

54 **Offers.** **DOES** **DOES NOT** permit REALTOR® to disclose the existence of offers on the Property.

55 **Terms.** **DOES** **DOES NOT** permit REALTOR® to disclose the terms of offers on the Property; provided, however, that
 56 REALTOR® is permitted to disclose such terms as may be required by the MLS, applicable brokerage law or the National
 57 Association of REALTORS® Code of Ethics and Standards of Practice (*e.g., that the Property is "under contract"*).

58 **CURRENT EXCLUSIVE REPRESENTATION AGREEMENT.** Owner (*check one*) **IS** **IS NOT** a party to any other
 59 exclusive representation agreement with respect to the sale of the Property. If Owner is a party to such an exclusive
 60 representation agreement, such agreement ends (*date*) _____.

GENERAL CONDITIONS**1. Owner Disclosures.**

A. Property Data and Disclosure Statement. Owner acknowledges having read and approved the information contained in the Property Data Form (*if any*) regarding the Property, and that REALTOR® is authorized to rely upon said information in advertising and promoting the Property. Owner (*check one*) **DOES** **DOES NOT** agree to complete and deliver to REALTOR® a Disclosure Statement form. Owner authorizes REALTOR® to provide to prospects any such Disclosure Statement and information contained in any such Property Data Form. Owner represents that all information in the Disclosure Statement and Property Data Form (*if any*) is (or when delivered will be) true and accurate to the best knowledge of Owner, and that Owner will fully and promptly disclose in writing to REALTOR® any new information pertaining to the Property that is discovered by or made known to Owner at any time prior to closing or settlement and constitutes an adverse material fact or would make any existing information in the Disclosure Statement or Data Form false or materially misleading, and to sign such revised form(s) as may be necessary. Owner further agrees to promptly furnish REALTOR® with all inspection reports (*if any*) regarding the Property, and authorizes REALTOR® to disclose and provide such reports to prospects.

B. Lead-Based Paint Disclosure. (Check (1) or (2))

- (1) Owner represents and warrants that the sale or lease of the above Property is exempt from the disclosure obligation under 42 U.S.C. § 4852d.
- (2) The sale or lease of this Property is not exempt from the disclosure obligations under 42 U.S.C. § 4852d.

See Lead-Based Paint Disclosure Form.

C. Representations. Owner further represents that, except as may be noted on a Disclosure Statement, ~~the~~ Property Data Form or otherwise in writing: (1) Owner knows of no actual or proposed special subdivision, homeowner's association or condominium assessments; (2) Owner knows of no other adverse material facts which negatively affect the value of the Property; and (3) to the best of Owner's knowledge, all of the mechanical elements of the Property and the appliances being sold ~~herewith~~ therewith are in proper working condition or will be restored as may be required pursuant to the terms of any sale or other contract entered into by Owner affecting the Property and governed by this Listing Contract. This representation shall not be construed to be a warranty of condition, but only of the knowledge and opinion of Owner. Owner agrees to fully inform and advise REALTOR® if there is a likelihood that Owner's net sale proceeds will be insufficient to pay off at closing, all loans secured by the Property plus any liens and closing costs. In such case, it may be necessary to attach MAR form MSC-1025 (Short Sale Supplement to Listing Contract).

D. Indemnity. Owner agrees to hold REALTOR®, ~~its all cooperating brokers and their respective~~ affiliated licensees and employees ~~and all cooperating brokers and their agents and employees~~ harmless for any damages ~~or civil or criminal~~ actions, ~~and all~~ claims, demands, suits, losses or expenses (including reasonable attorney's fees) arising out of any misrepresentation, nondisclosure, or concealment by Owner in connection with the sale or lease of the Property, including without limitation, the inaccuracy of information contained in ~~the any~~ Property Data Form, ~~the or~~ Disclosure Statement, or otherwise provided or omitted by Owner ~~in connection with the sale or lease of the Property~~. Owner agrees to thoroughly review all listing information prepared by REALTOR® and advise REALTOR® immediately in writing of any errors or omissions, ~~including but not limited to the age of the Property and size of the lot~~. Owner agrees that Owner will personally assume all responsibility for any claims made by a buyer, tenant, or other third party ~~before or after possession~~ at any time with respect to any ~~errors or omissions~~ or errors contained in ~~the any~~ information provided to REALTOR® ~~and the buyer and that~~ REALTOR® shall not be responsible in any manner for any such errors or omissions.

2. Title/Survey. Owner shall furnish an abstract certified to date showing marketable title, a policy of title insurance, or evidence of insurability, and shall convey the Property if and when sold by a good and sufficient warranty deed as may be required pursuant to the terms of any sale or other contract affecting the Property and governed by this Listing Contract. Owner agrees to promptly furnish REALTOR® with a copy of any available survey report.

3. Taxes and Assessments. Owner shall pay in full all state, county and municipal taxes and assessments, general and special, which are a lien on the Property, except taxes for the calendar year in which the closing occurs, which shall be prorated as of the date of delivery of the deed. If the current amount of taxes cannot be then ascertained, proration may be computed on the amount of taxes for the preceding calendar year.

4. Earnest Money/Liquidated Damages. Owner authorizes REALTOR® to accept earnest money to be applied on the sale price and to place the earnest money in an escrow account until closing, or as otherwise directed in any contract accepted by Owner. Unless subsequently agreed to the contrary in a written agreement specifically mentioning and amending this General Condition 4, in the event of nonperformance by a buyer under a contract, through no fault of REALTOR®, any earnest money surrendered to Owner shall go first toward reimbursing expenses of Owner or REALTOR® incurred in connection with such contract and the balance to be paid one-half (1/2) to Owner and one-half (1/2) to REALTOR® in lieu of further compensation; provided, however, REALTOR® shall in no event receive any more money in lieu of compensation than the total amount agreed to herein as compensation for brokerage services.

5. MLS/Cooperation/Lock Boxes. Owner authorizes REALTOR®: **(A)** to file part or all of the information set forth in this Listing Contract with the MLS for dissemination to other MLS participants in accordance with the rules of the MLS and any agreements between REALTOR® and individual participants, and to provide such participants, the Association/Boards of REALTORS®, their members, member prospects, appraisers and other professional users of real estate sales data, with information, including the sale price and Property address, both prior to and after the closing of any sale of the Property; **(B)** to cooperate with and offer compensation to other brokers acting pursuant to any brokerage relationship in accordance with REALTOR®'s company policy as set forth herein, ~~and to allow same to show the Property~~; and **(C)** to place a lock box on the Property, which allows REALTOR® and ~~any~~ authorized cooperating brokers access to keys to the Property. Owner shall, without limitation, indemnify and hold harmless REALTOR®, the Association/Boards of REALTORS®, the participants, lock box manufacturer and lock box distributor/service center against and from any and all actions, suits, expenses, damages and liabilities, including attorney's fees, arising out of, connected with or resulting from the use of a lock box. Owner shall not, however, indemnify or hold lock box users harmless for claims arising out of the intentional or grossly negligent acts of the lock box users.

Reference

6. **Advertising.** Owner authorizes REALTOR® to take and use photographs ~~or~~and videotapes of the interior and exterior of the improvements located on the Property, to place a "For Sale" sign on the Property, to remove all other signs, and to otherwise advertise the Property in any manner deemed wise by REALTOR®, including but not limited to (unless specified otherwise) advertising on the Internet, virtual tours, web-sites, trade journals and any other medium, and communications via e-mail and facsimile.

7. **Inspections/Access.** Owner authorizes: (A) REALTOR®, salesperson(s) assisting prospective buyers and authorized by REALTOR®, prospective buyers, cooperating brokers and their respective licensee(s) to show the Property to prospects; and (B) the foregoing, plus such prospects and their lenders, appraisers and inspectors ~~to have access to the Property,~~ to make, or allow third parties to make, such inspections of the Property as are deemed necessary, including but not limited to taking photographs or videotapes of the interior and exterior of the improvements located on the Property; upon reasonable notice to Owner and at all reasonable times, ~~to show the Property to prospects; and to disclose the,~~ The opinions resulting from such inspections may be disclosed to interested parties. Owner agrees to secure and (if Owner so desires) insure all property and valuables (including firearms) ~~and,~~ to assume the risk for any vandalism, theft or damage of any kind, and to maintain the Property in good repair through the date of closing. ~~Owner authorizes REALTOR® to allow prospective buyers to take photographs or videotapes of the interior and exterior of the improvements located on the Property, provided that REALTOR®, REALTOR®'s salesperson or a cooperating broker is present at the time of taking and that the photographs or videotapes shall be for the sole use of the prospective buyer.~~

8. **Warranty Program.** Owner acknowledges the availability of home warranty protection plans, and agrees to *(check one)*: offer a warranty plan; not offer a warranty plan; consider at a later date. If Owner agrees to offer a warranty plan, a separate application defining the coverage of the program will be signed and REALTOR® may receive a fee from the warranty company to cover processing and administration of the plan.

9. **Legal and Professional Advice.** REALTOR® suggests Owner seek legal, tax and other professional advice relative to any real estate transaction. REALTOR® makes no representation or warranty respecting the advisability of any transaction, and is not an expert in matters relating to law, tax, financing, surveying, structural or mechanical condition, hazardous materials, engineering or other specialized topics. Owner is encouraged to seek expert help in such areas. REALTOR® will cooperate with experts selected and engaged by Owner, but REALTOR® shall have no liability pertaining to such matters.

10. **Franchise Disclosure.** *(REALTOR® to check box only if applicable).*
 REALTOR® is a member of a franchise and pursuant to the terms of its franchise agreement, the franchisor has no legal liability for the actions of REALTOR®, despite its use of franchisor's trade name or insignia.

11. **Nondiscrimination.** The Property will be offered for sale in accordance with local and federal fair housing laws without regard to the race, color, religion, sex, handicap, familial status, national origin or ancestry of any prospective buyer.

12. **Owner Consent to Brokerage Relationships:**

A. Seller Limited Agency as Starting Point; Effect of In-House Sales. Pursuant to this Listing Contract, REALTOR® will initially be acting in the capacity of Owner's limited agent, with the duties and obligations of a seller's limited agent under Missouri law as set forth following the parties' signatures below. However, Owner acknowledges that from time to time, a prospective buyer may engage REALTOR® to act in one of several possible capacities with respect to that buyer, depending on what brokerage relationships are permitted by REALTOR®'s company policy. ~~By marking below, the~~The following subsections describe circumstances where Missouri law may permit or require a conversion of ~~the~~ REALTOR®'s brokerage relationship with Owner to a different brokerage relationship ~~in such circumstances,~~ Complete each subsection. Disclosure of any conversion to a different brokerage relationship shall be made upon its occurrence as may be required by rule or regulation.

~~(Check if applies)~~ **B. Conversion to Dual Agency Where REALTOR® Is Engaged by Buyer to Act as Buyer's Agent.** If a prospective buyer has engaged REALTOR® to act in the capacity of a buyer's agent, Missouri law permits REALTOR® to show the Property to and otherwise represent the buyer, as a dual agent representing both Owner and the buyer, with the written consent of all parties. In such case, REALTOR® may act as a dual agent with the duties and obligations of a dual agent under Missouri law as set forth following the parties' signatures below.

~~This paragraph applies only if REALTOR®'s company policy allows dual agency. Where a prospective buyer has engaged REALTOR® to act in the capacity of a buyer's agent, Owner (check one) DOES _____ DOES NOT _____ Does~~ Owner consent to REALTOR® ~~showing the Property to the buyer as a dual agent, representing both Owner and the buyer. In such case REALTOR® may act as a dual agent with the duties and obligations of a dual agent under Missouri law as set forth following the parties' signatures below.~~ a buyer as a dual agent? (Check one of the following): ~~(Check if applies)~~ Yes
 No Not applicable because dual agency is not offered by REALTOR®'s company policy.

C. Designated Agents for Owner and Buyer; Possible Conversion to Dual Agency. ~~_____ This paragraph applies only if REALTOR®'s company policy allows designated agency. Owner acknowledges that REALTOR®~~ may or Transaction Brokerage. Missouri law permits REALTOR® to appoint one or more licensees affiliated with REALTOR® as designated ~~agents~~agent(s), to represent Owner as limited agent(s), to the exclusion of all other affiliated licensees.

Does Owner consent to REALTOR®'s appointment of designated agent(s)? (Check one of the following):
 Yes No Not applicable because designated agency is not offered by REALTOR®'s company policy.

An individual broker, designated broker or office manager/supervising broker affiliated with REALTOR® shall not be considered to be a dual agent or transaction broker solely because REALTOR® such broker has appointed one or more affiliated ~~licensees~~licensee(s) to represent Owner ~~and one or more~~to the exclusion of all other affiliated licensees ~~to represent the buyer. However, REALTOR® will be a dual agent if REALTOR® (1) of REALTOR®; however, any licensee who personally represents both Owner and the buyer in the same transaction, (2) learns, shall be a dual agent or a transaction broker. Further, if such broker supervises the licensees for both sides of a transaction, that broker will be a dual agent or a transaction broker upon learning~~ confidential information about either party to a transaction, ~~(3) is or upon being~~ consulted by any licensee involved in the transaction, ~~or (4),~~ Also, when the broker supervises the licensee

Reference

197 ~~for~~representing or assisting one (1) side of the transaction and personally represents or assists the other side. ~~Owner~~
198 ~~hereby consents to REALTOR®'s dual agency in any of the foregoing situations. As a dual agent, REALTOR® shall have the~~
199 ~~duties and obligations of a dual agent,~~ that broker will be a dual agent or a transaction broker. Any such broker or
200 licensee shall be required to comply with the provisions regarding dual agent or transaction brokers under Missouri
201 law as set forth following the parties' signatures below.
202 ~~(Check~~ _____ ~~if~~ _____ ~~applies)~~

Reference

203 **D. Conversion to Transaction Brokerage Where REALTOR® Is Engaged by Buyer to Act as**
204 **Buyer's Agent or Transaction Broker.** ~~This paragraph applies only if REALTOR's company policy permits transaction~~
205 ~~brokerage. Where~~ if a prospective buyer has engaged REALTOR® to act in the capacity of buyer's agent or transaction
206 broker, ~~Owner (check one) DOES DOES NOT consent to REALTOR showing~~ Missouri law permits
207 REALTOR® to show the Property to and otherwise assist the buyer, as a transaction broker assisting both Owner and the
208 buyer, without an agency relationship to ~~Owner or the buyer~~ either of them, with the written consent of all parties. In such
209 case, REALTOR® may act as a transaction broker with the duties and obligations of a transaction broker under Missouri law
210 as set forth following the parties' signatures below. ~~In accordance with Missouri law, if Owner does not consent herein to~~
211 ~~REALTOR's acting as a transaction broker but~~ Note: If REALTOR® wishes to convert to ~~a transaction broker in the future~~
212 ~~and brokerage but~~ Owner does not consent to such conversion ~~at that time, then~~ REALTOR® may without liability withdraw
213 from representing Owner. Such withdrawal shall not prejudice the ability of REALTOR® to continue to represent the other
214 client in the transaction ~~(if applicable)~~ or limit REALTOR® from representing Owner in another transaction not involving
215 transaction brokerage.

216 Does Owner consent to REALTOR® assisting both Owner and a buyer as a transaction broker? (Check one of
217 the following): Yes No Not applicable because transaction brokerage is not offered by REALTOR's company
218 policy.

219 ~~(Check if applies)~~ **E. Designated Transaction Broker for Owner and Buyer; Possible Conversion to**
220 **Transaction Brokerage.** ~~This paragraph applies only if REALTOR's company policy allows designated transaction~~
221 ~~brokerage, and if Box D above is applicable and there has been a permitted conversion to transaction brokerage. Owner~~
222 ~~acknowledges that~~ Missouri law permits REALTOR® may to appoint one or more licensees affiliated with REALTOR® as
223 designated transaction ~~brokers~~ broker(s), to assist Owner without an agency relationship, to the exclusion of all other
224 affiliated licensees.

225 Does Owner consent to REALTOR® ~~shall not be considered a transaction broker solely because REALTOR® has~~
226 ~~appointed one or more affiliated licensees to assist Owner and one or more affiliated licensees to assist the buyer. However,~~
227 ~~REALTOR® will be a transaction broker if REALTOR® (1) personally assists both Owner and the buyer in the same~~
228 ~~transaction, (2) learns confidential information about either party to a transaction, (3) is consulted by any licensee involved in~~
229 ~~the transaction, or (4) supervises the licensee for one side of the transaction and personally assists the other side.~~ s
230 appointment of designated transaction broker(s)? (Check one of the following): Yes No Not applicable
231 because designated transaction brokerage is not offered by REALTOR's company policy.

232 **13. Minimum Brokerage Services (§339.780.7 R.S. Mo.).** Owner acknowledges having read the applicable "Duties and
233 Obligations" on the following pages of this form, and that pursuant to Missouri law, REALTOR®, through its designated broker
234 and/or through one or more affiliated licensees, shall provide, at a minimum, the following services:

- 235 1. Accept delivery of and present to Owner or customers offers and counteroffers to buy, sell, or lease Owner's
236 Property;
- 237 2. Assist Owner or customers in developing, communicating, negotiating, and presenting offers, counteroffers, and
238 notices that relate to the offers and the counteroffers until a lease or purchase agreement is signed and all
239 contingencies are satisfied or waived; and
- 240 3. Answer Owner or customer questions relating to the offers, counteroffers, notices, and contingencies.

241 **14. Signatures.** This Listing Contract may be executed in multiple counterparts, each of which shall be deemed an
242 original, but all of which shall constitute one and the same instrument. For purposes of executing this Listing Contract, a
243 document signed and transmitted by facsimile machine or a scanned image, such as a pdf, via e-mail is to be treated as an
244 original document. At the request of any party, the others will confirm facsimile or scanned image signatures by signing an
245 original instrument. Owner and REALTOR® expressly acknowledge and agree that changes to this Listing Contract may be
246 made via the email addresses set forth below (*mark the e-mail address lines "N/A" or "Not Authorized" if not so authorized*).

247 **15. Effective Date.** The "Effective Date" shall be the date of final acceptance hereof, as indicated by the date adjacent
248 to the signature of the last party to sign this Listing Contract or (*specify if otherwise*) _____.

LISTING CONTRACT ACCEPTED

250 *By signing below, Owner indicates that Owner has ACCEPTED this Listing Contract and acknowledges receipt of one (1) copy*
251 *hereof. Owner also confirms receipt of a Missouri Real Estate Commission Broker Disclosure Form on or before signing this Listing*
252 *Contract, or upon REALTOR's obtaining any personal or financial information, whichever occurred first.*

253 _____ **Owner** _____
254 **Listing REALTOR's Firm Name** Print Name: _____
255 Email: _____
256 By _____ Date: _____
257 Print Name: _____
258 Email: _____ Owner
259 Title: _____ **Owner** _____ **Date:** _____
260 _____ Print Name: _____
261 Date: _____ Email: _____
262 Date: _____
263 Owner's Address _____

[Reference](#)

264 ***The following is to be completed only if designated agency is permitted and authorized as set forth above.***

265 REALTOR® hereby appoints the following affiliated licensee(s) as designated agent(s) to represent Owner to the exclusion of
266 all other affiliated licensees.

267 _____
268 _____

269 By: _____ Date: _____
270 Designated Broker (or office manager/supervising broker)

Approved by legal counsel for use exclusively by members of the Missouri Association of Realtors, P. O. Box 1327, Columbia, Missouri 65205. No warranty is made or implied as to the legal validity or adequacy of this Listing Contract, or that it complies in every respect with the law or that its use is appropriate for all situations. Local law, customs and practice, and differing circumstances in each transaction, may each dictate that amendments to this Listing Contract be made. Last Revised ~~5_10_08~~ 8_31_09. ©1995 Missouri Association of Realtors

SELLER'S (OR LANDLORD'S) AGENT'S DUTIES AND OBLIGATIONS (§ 339.730, R.S.Mo.)

1. A licensee representing a seller or landlord as a seller's agent or a landlord's agent shall be a limited agent with the following duties and obligations:

(A) To perform the terms of the written agreement made with the client;

(B) To exercise reasonable skill and care for the client;

(C) To promote the interests of the client with the utmost good faith, loyalty, and fidelity, including:

(i) Seeking a price and terms which are acceptable to the client, except that the licensee shall not be obligated to seek additional offers to purchase the Property while the Property is subject to a contract for sale or to seek additional offers to lease the Property while the Property is subject to a lease or letter of intent to lease;

(ii) Presenting all written offers to and from the client in a timely manner regardless of whether the Property is subject to a contract for sale or lease or a letter of intent to lease;

(iii) Disclosing to the client all adverse material facts actually known or that should have been known by the licensee; and

(iv) Advising the client to obtain expert advice as to material matters about which the licensee knows but the specifics of which are beyond the expertise of the licensee.

(D) To account in a timely manner for all money and Property received;

(E) To comply with all requirements of sections 339.710 to 339.860, subsection 2 of section 339.100, and any rules and regulations promulgated pursuant to those sections; and

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

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

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

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

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

DUAL AGENT'S DUTIES AND OBLIGATIONS (§ 339.750, R.S.Mo.)

A dual agent shall be a limited agent for both the seller and buyer or the landlord and tenant and shall have the following duties and obligations:

1. Except as provided below, a dual agent may disclose any information to one client that the licensee gains from the other client if the information is material to the transaction unless it is confidential information as defined in section 339.710(8), R.S.Mo.

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

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

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

(C) What the motivating factors are for any client buying, selling, or leasing the Property;

(D) That a client will agree to financing terms other than those offered; and

(E) The terms of any prior offers or counter offers made by any party.

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

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

TRANSACTION BROKER'S DUTIES AND OBLIGATIONS (§ 339.755, R.S.Mo.)

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:
 - (A) To perform the terms of any written or oral agreement made with any party to the transaction;
 - (B) To exercise reasonable skill, care and diligence as a transaction broker, including but not limited to:
 - (i) 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;
 - (ii) 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;
 - (iii) Accounting in a timely manner for all money and Property received;
 - (iv) To disclose to each party to the transaction any adverse material facts of which the licensee has actual notice or knowledge;
 - (v) Assisting the parties in complying with the terms and conditions of any contract;
 - (vi) 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:
 - (A) That a buyer or tenant is willing to pay more than the purchase price or lease rate offered for the Property;
 - (B) That a seller or landlord is willing to accept less than the asking price or lease rate for the Property;
 - (C) What the motivating factors are for any party buying, selling or leasing the Property;
 - (D) That a seller or buyer will agree to financing terms other than those offered;
 - (E) 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:
 - (A) Show alternative properties not owned by the seller or landlord to a prospective buyer or tenant;
 - (B) List competing properties for sale or lease;
 - (C) Show properties in which the buyer or tenant is interested to other prospective buyers or tenants;
 - (D) 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:
 - (A) 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
 - (B) Comply with any applicable federal, state and local laws, rules, regulations and ordinances, including fair housing and civil rights statutes and regulations.