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If you do not understand it, consult your attorney.
The text of this form may not be altered in any manner
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Form # 2047 07/22

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

Listing Date: _____

1 _____, the owner of property in the
2 municipality of _____ (if incorporated), County of _____, Missouri, known as
3 and numbered _____, hereby appoints said
4 REALTOR® as sole and exclusive agent with the exclusive right to sell (including a contract for deed or exchange) this property for
5 \$_____ or for any other price to which Owner shall consent and under the following special terms (if any):

6 _____
7 _____
8 or any other terms to which Owner shall consent.

9 **Note: If Owner intends to list property for lease, attach Form #2047b Lease Addendum to the Listing Contract.**

10 Owner represents that Owner has the legal right to make an absolute sale of this property. If there is a likelihood that Owner will not
11 have sufficient funds to pay off at closing, all loans secured by the property, plus any liens and closing costs, attach form #2175 Short
12 Sale Supplement to the Listing Contract.

13 Owner agrees to pay said REALTOR® a commission of _____% of the total sale or lease price (but not less than
14 \$_____ "minimum commission") under any of the following circumstances: (1) if, by 11:59 p.m. of
15 _____ (hereinafter the "termination date"), a ready, willing and able Buyer is procured by the undersigned
16 REALTOR®, or by Owner, or by any other person, or (2) by the termination date, the property is contracted by us to be sold or leased;
17 or (3) within an additional term of _____ days after the termination date (hereinafter the "protection period"), the property is
18 contracted by Owner to be sold or leased to anyone introduced to the property by anyone prior to the termination date, provided Owner
19 has received by the termination date written notice of the names of said prospects and further provided that no commission is owed on
20 a sale to a registered prospect if Owner enters into a bona fide listing agreement with another licensed real estate broker during the
21 protection period and the Owner pays that broker a commission on that transaction.

22 Owner acknowledges that REALTOR® is authorized to cooperate with and compensate other designated brokers acting pursuant to any
23 other brokerage relationship as defined by 339.710 to 339.860 RSMo, including but not limited to buyer's agents and/or transaction
24 brokers. Compensation, as a percentage of the sale price is to be offered as follows:

25 _____% to Buyer's Agents, _____% to Transaction Brokers, and _____% to Subagents.

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

27 offer a warranty plan not offer a warranty plan consider at a later date

28 Owner agrees to pay REALTOR® additional compensation of \$_____. This portion of the additional compensation shall
29 be due and payable to REALTOR® on (check whichever applies):

30 the Effective Date of this Listing Contract, regardless of whether or not a ready, willing and able Buyer is procured.

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

32 The total sale and lease price shall be determined as follows: (1) in the case of a sale (including contract for deed or exchange), it shall
33 be the total sale price and other consideration received by the Owner (including, but not limited to, cash, seller loans to Buyer and other
34 real or personal property received) for the property, without reduction for closing adjustments, points or other charges; (2) in the case
35 of a lease, it shall be the total lease payments due to the Owner by the tenant during the term of the lease, without adjustments for
36 utilities, taxes and other charges which may be imposed on the tenant. If Owner executes a lease with option contract or a lease/purchase
37 contract as provided herein, the lease commission shall be due when the lease is executed and the sale commission (less any lease
38 commission already paid) shall be due when the title is conveyed to the Buyer.

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

- 39 Owner represents that, except as noted on the Seller's Disclosure Statement:
40 1) Owner knows of no actual or proposed special subdivision or condominium assessments;
41 2) Owner knows of no structural or other material defects or material facts that adversely affect the value or desirability of the
42 property; and
43 3) all of the mechanical elements of the property and the appliances being sold herewith are in proper working condition or will be
44 restored to proper working condition as of the date of Closing. This representation shall not be construed to be a warranty of
45 condition, but shall constitute the Owner's opinion.

46 **MINIMUM BROKERAGE SERVICES AS ADAPTED FROM SECTION 339.780.7 RSMo**

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

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

55 **DISCLOSED DUAL AGENCY AS ADAPTED FROM SECTION 339.750 RSMo**

- 56 1. A licensee may act as a dual agent only with consent of all parties to the transaction. Consent shall be presumed by a written
57 agreement pursuant to section 339.780.
- 58 2. A dual agent shall be a limited agent for both the seller and buyer or landlord and tenant and shall have the duties and obligations
59 required by sections 339.730 and 339.740 unless otherwise provided for in this section.
- 60 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
61 gains from the other client if the information is material to the transaction unless it is confidential information as defined in section
62 339.710.
- 63 4. The following information shall not be disclosed by a dual agent without the consent of the client to whom the information pertains:
64 (1) That a buyer or tenant is willing to pay more than the purchase price or lease rate offered for the property;
65 (2) That a seller or landlord is willing to accept less than the asking price or lease rate for the property;
66 (3) What the motivating factors are for any client buying, selling or leasing the property;
67 (4) That a client will agree to financing terms other than those offered; and
68 (5) The terms of any prior offers or counter offers made by any party.
- 69 5. A dual agent shall not disclose to one client any confidential information about the other client unless the disclosure is required by
70 statute, rule, or regulation or failure to disclose the information would constitute a misrepresentation or unless disclosure is
71 necessary to defend the affiliated licensee against an action of wrongful conduct in an administrative or judicial proceeding or
72 before a professional committee. No cause of action for any person shall arise against a dual agent for making any required or
73 permitted disclosure. A dual agent does not terminate the dual agency relationship by making any required or permitted disclosure.
- 74 6. In a dual agency relationship there shall be no imputation of knowledge or information between the client and the dual agent or
75 among persons within any entity engaged as a dual agent.

76 **Note: If a designated agent is appointed in accordance with this agreement, Dual Agency does not occur unless one of the two**
77 **exceptions described in the "Designated Agent" paragraph of the Missouri Real Estate Commission Broker Disclosure form**
78 **occurs.**

79 Owner acknowledges that REALTOR® may also represent Buyer under agency agreements.

- 80 Owner agrees:
- 81 1) to refer to the REALTOR® any offer or inquiry which may be received by the Owner during the term of this Agreement;
 - 82 2) to leave all utilities on until a Buyer has possession of the property in order to facilitate showing and inspection of the property;
 - 83 3) to remove or secure and (if Owner desires) insure all property and valuables (including but not limited to firearms, money, medicine
84 and jewelry) to assume the risk for any vandalism, theft or damage of any kind and to maintain the Property in good repair through
85 the date of closing;
 - 86 4) to maintain the property in good repair through the date of closing;
 - 87 5) to allow REALTOR® and salesperson(s) assisting prospective Buyers (or tenants, if applicable) authorized by REALTOR® to have
88 access to the property at all reasonable times to show the property to such prospects; and
 - 89 6) to promptly furnish REALTOR® with a copy of any available survey report.

90 Owner authorizes REALTOR®:

- 91 1) to use all reasonable and recognized professional practices including, but not limited to, association and cooperation with other
92 brokers and the right to submit the property to any multiple listing organization, the Internet and any other medium, and provide
93 timely notice of status changes and to provide sales data information, including the final sale price, to the Mid America Regional
94 Information Systems, Inc. and its members;
- 95 2) to offer the property to (and pay a portion of the commission) to subagents, buyer's agents, dual agents and transaction brokers;
- 96 3) to use the undersigned Owner's name and property information for advertising and in trade papers in connection with this
97 transaction;
- 98 4) to place a suitable sign on the property;
- 99 5) to obtain, at Owner's expense, a flood letter and any other documentation or certification which may be required in order to comply
100 with any statutes or local ordinances;
- 101 6) to initiate a title examination of the property on behalf of the Owner;
- 102 7) to place a lock box on the property, which allows REALTOR® or affiliate participants and anyone authorized by Owner access to
103 the keys to the property. Owner shall, without limitation, indemnify and hold harmless the Association/Boards of REALTORS®,
104 the participants, the lock box manufacturer and the lock box distributor/service center against and from, any and all actions, suits,
105 costs, expenses, damages and liabilities, including attorney's fees, arising out of, connected with or resulting from the use of a lock
106 box. Owner shall not, however, indemnify, or hold lock box users harmless for claims arising out of the intentional or negligent
107 acts of the lock box users; and
- 108 8) to divulge the existence of other offers on the property.

109 Owner acknowledges:

- 110 1) that the property will be offered for sale or lease in accordance with local, state and federal fair housing laws and without respect
111 to race, color, religion, sex, disability, familial status, national origin, ancestry, sexual orientation or gender identity;
- 112 2) having received the Broker Disclosure Form prescribed by the commission (Missouri Real Estate Commission) on or before the
113 signing of (this) Seller's Agency Agreement, or b) upon the licensee obtaining any personal or financial information, whichever
114 occurs first;
- 115 3) having read the applicable "Duties and Obligations" sections on Page 4 of this form;
- 116 4) having read the Dual Agency provisions on Page 2 of this form and by signing below, consents to the possibility of dual agency;
- 117 5) that this agreement creates an agency relationship and therefore prohibits (disallows) the designated broker and/or affiliated licensees
118 from acting as a transaction broker;
- 119 6) that under Chapter 429 of the Missouri Revised Statutes, if Owner has contracted with anyone for the provision of work, labor or
120 materials for the property, Owner may be required to post and record a "notice of intended sale" at least 45 days before the earliest
121 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 materials
122 have been provided, Owner should seek legal advice to comply with this law;
- 123 7) Owner should remove any items of a personal nature that Owner does not want to be photographed, recorded or transmitted
124 (including but not limited to family photos, paperwork and other personally identifiable information). Owner hereby releases and
125 indemnifies REALTOR®, its agents and employees from any liability which may result; and
- 126 8) and understands recording, remote monitoring or transmitting audio or video of prospective purchasers or their representatives may
127 result in a violation of State, Local and/or Federal Laws from Owner's recording, monitoring or transmitting of audio or video on
128 the property and from any other person photographing, recording or transmitting any audio, images or video of the property.

129 If Owner breaches this Listing Contract or it becomes necessary for REALTOR® to retain an attorney to enforce any of the terms
130 hereof, then without limiting any other right or remedy hereunder or otherwise available at law or inequity, REALTOR® shall be
131 entitled to recover all costs and expenses of litigation incurred, including but not limited to court costs and reasonable attorney fees.
132 The provisions of this paragraph shall survive the expiration or any earlier termination of this Listing Contract.
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DUTIES AND OBLIGATIONS OF LIMITED AGENCY AS ADAPTED FROM SECTION 339.730 RSMo

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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:

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

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

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

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(a) 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;

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(b) 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;

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

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(d) 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;

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(4) To account in a timely manner for all money and property received;

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(5) 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

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

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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.

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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.

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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.

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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.

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168 If, as authorized in the Missouri Broker Disclosure Form, the REALTOR® (Designated Broker) authorizes its licensees to act as
169 Designated Agents, _____ is appointed by the REALTOR® (Designated Broker) as Owner's
170 designated agent, as described in the Missouri Broker Disclosure Form. In the event the designated agent is not available at any given
171 time, any of the following agents associated with the REALTOR® are hereby appointed by the REALTOR® (Designated Broker) to
172 represent the owner, without further notice: (If a designated agent is appointed, the Designated Broker must sign this listing agreement
173 as authorized agent).
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175 _____
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177 **FRANCHISE DISCLOSURE.**

178 If REALTOR® is a member of a franchise, the franchisor is not responsible for the acts of said REALTOR®.

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

180 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
181 agrees to deliver a certificate at Closing to that effect which contains Seller tax ID number or Green Card.

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

184 **Owner and REALTOR® agree that either party may acknowledge amendments to this Agreement by email communications**
185 **sent from one of the following email addresses. Authorization is not granted if no email address is provided.**

186	_____		_____	
187	OWNER SIGNATURE	DATE	OWNER SIGNATURE	DATE
188	_____		_____	
189	Owner Printed Name		Owner Printed Name	
190	_____		_____	
191	Owner Current Address		Owner Current Address	
192	_____		_____	
193	Owner City, State, Zip		Owner City, State, Zip	
194	_____		_____	
195	Owner Email Address		Owner Email Address	
196	_____		_____	
197	Owner Phone		Owner Phone	
198	_____		_____	
199	REALTOR® (Company)		AUTHORIZED AGENT SIGNATURE	DATE
200			_____	
201			Authorized Agent Printed Name	
202			_____	
203			Authorized Agent Email	