



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

28 In addition, Owner agrees to pay REALTOR®, as additional compensation due REALTOR® for services rendered hereunder,
29 an amount equal to \$ _____. This portion of the compensation shall be due and payable to
30 REALTOR® on (*check whichever applies*):

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

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

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

- 44 \$ _____ or _____ % of sale price to subagents of REALTOR®; (*i.e., limited agents representing Owner*);
- 45 \$ _____ or _____ % of sale price to buyer's agents; (*i.e., limited agents representing prospective buyers*);
- 46 \$ _____ or _____ % of sale price to transaction brokers; (*i.e., neutral licensees representing neither party*).

- 47 (*check only if applicable*) REALTOR®'s offer of compensation is not available to brokers other than MLS participants.
- 48 (*check only if applicable*) REALTOR®'s offer of compensation excludes the following specific brokers; or is otherwise
49 limited (*explain*): _____

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

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

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

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

57 **CURRENT EXCLUSIVE REPRESENTATION AGREEMENT.** Owner (*check one*) IS IS NOT a party to any other
58 exclusive representation agreement with respect to the sale of the Property. If Owner is a party to such an exclusive
59 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. Notice of Intended Sale. Owner acknowledges that under § 429 RSMo., if owner has contracted with anyone for the provision of work, labor or materials for the property, owner may be required to post and record a "notice of intended sale" at least 45 days before the earliest 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 have been provided, owner should seek advice to comply with this law.

C. 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 obligations under 42 U.S.C. 4852d because (a) the Property is not residential real Property or (b) the Property was constructed in 1978 or later, or (c) other (*Describe*)

(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*.

D. Representations. Owner further represents that, except as may be noted on a Disclosure Statement, 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 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).

E. Indemnity. Owner agrees to hold REALTOR®, all cooperating brokers and their respective affiliated licensees and employees harmless for any damages, actions, 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 any Property Data Form or Disclosure Statement or otherwise provided or omitted by Owner. Owner agrees to thoroughly review all listing information prepared by REALTOR® and advise REALTOR® immediately in writing of any errors or omissions. Owner agrees that Owner will personally assume all responsibility for any claims made by a buyer, tenant or other third party at any time with respect to any omissions or errors contained in any information provided to REALTOR®. 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 (C) to place a lock box on the Property, which allows REALTOR® and 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,

Reference

128 connected with or resulting from the use of a lock box. Owner shall not, however, indemnify or hold lock box users harmless
129 for claims arising out of the intentional or grossly negligent acts of the lock box users.

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

135 **7. Inspections/Access.** Owner authorizes: **(A)** REALTOR®, cooperating brokers and their respective licensee(s) to
136 show the Property to prospects; and **(B)** the foregoing, plus such prospects and their lenders, appraisers and inspectors, to
137 make, or allow third parties to make, such inspections of the Property as are deemed necessary, including but not limited to
138 taking photographs or videotapes of the interior and exterior of the improvements located on the Property; upon reasonable
139 notice to Owner and at all reasonable times. The opinions resulting from such inspections may be disclosed to interested
140 parties. Owner agrees to secure and (if Owner so desires) insure all property and valuables (including firearms), to assume
141 the risk for any vandalism, theft or damage of any kind, and to maintain the Property in good repair through the date of closing.

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

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

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

154 **11. Equal Opportunity.** The Property shall be offered for sale without regard to race, color, religion, sex, handicap,
155 familial status, national origin or sexual orientation, and in accordance with all local, state, and federal fair housing laws.

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

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

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

170 Does Owner consent to REALTOR® representing both Owner and a buyer as a dual agent? (*Check one of the following*):

171 Yes No Not applicable because dual agency is not offered by REALTOR®'s company policy.

172 **C. Designated Agents for Owner and Buyer; Possible Conversion to Dual Agency or Transaction**
173 **Brokerage.** Missouri law permits REALTOR® to appoint one or more licensees affiliated with REALTOR® as designated
174 agent(s), to represent Owner as limited agent(s), to the exclusion of all other affiliated licensees.

175 Does Owner consent to REALTOR®'s appointment of designated agent(s)? (*Check one of the following*):

176 Yes No Not applicable because designated agency is not offered by REALTOR®'s company policy.

177 An individual broker, designated broker or office manager/supervising broker affiliated with REALTOR® shall not be
178 considered to be a dual agent or transaction broker solely because such broker has appointed one or more affiliated
179 licensee(s) to represent Owner to the exclusion of all other affiliated licensees of REALTOR®; however, any licensee who
180 personally represents both Owner and the buyer in the same transaction shall be a dual agent or a transaction broker.
181 Further, if such broker supervises the licensees for both sides of a transaction, that broker will be a dual agent or a transaction
182 broker upon learning confidential information about either party to a transaction or upon being consulted by any licensee
183 involved in the transaction. Also, when the broker supervises the licensee representing or assisting one (1) side of the
184 transaction and personally represents or assists the other side, that broker will be a dual agent or a transaction broker. Any
185 such broker or licensee shall be required to comply with the provisions regarding dual agent or transaction brokers under
186 Missouri law as set forth following the parties' signatures below.

187 **D. Conversion to Transaction Brokerage Where REALTOR® Is Engaged by Buyer to Act as**
188 **Buyer's Agent or Transaction Broker.** If a prospective buyer has engaged REALTOR® to act in the capacity of buyer's
189 agent or transaction broker, Missouri law permits REALTOR® to show the Property to and otherwise assist the buyer, as a
190 transaction broker assisting both Owner and the buyer without an agency relationship to either of them, with the written
191 consent of all parties. In such case, REALTOR® may act as a transaction broker with the duties and obligations of a
192 transaction broker under Missouri law as set forth following the parties' signatures below. **Note:** If REALTOR® wishes to
193 convert to transaction brokerage but Owner does not consent to such conversion, then REALTOR® may without liability
194 withdraw from representing Owner. Such withdrawal shall not prejudice the ability of REALTOR® to continue to represent the

Reference _____

195 other client in the transaction or limit REALTOR® from representing Owner in another transaction not involving transaction
196 brokerage.

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

199 **E. Designated Transaction Broker for Owner and Buyer.** Missouri law permits REALTOR® to
200 appoint one or more licensees affiliated with REALTOR® as designated transaction broker(s), to assist Owner without an
201 agency relationship, to the exclusion of all other affiliated licensees.

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

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

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

213 **14. Signatures.** This Listing Contract may be executed in multiple counterparts, each of which shall be deemed an
214 original, but all of which shall constitute one and the same instrument. For purposes of executing this Listing Contract, a
215 document signed and/or transmitted by any electronic form deemed valid in accordance with the Missouri Uniform Electronic
216 Transactions Act, including but not limited to by facsimile machine, digital signature or a scanned image, such as a pdf via e-
217 mail, is to be treated as an original signature and document. At the request of any party, the others will confirm facsimile or
218 scanned image signatures by signing an original instrument. Owner and REALTOR® expressly acknowledge and agree that
219 changes to this Listing Contract may be made via the email addresses set forth below (mark the e-mail address lines "N/A" or
220 "Not Authorized" if not so authorized).

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

223 **16. Special Agreements.** _____
224 _____

LISTING CONTRACT ACCEPTED

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

229 _____ **Owner** _____
230 **Listing REALTOR®'s Firm Name** Print Name: _____

231 _____ Email Address: _____
232 By _____ Date: _____

233 Print Name: _____ Owner's Address _____
234 Email Address: _____

235 Title: _____ **Owner** _____
236 Date: _____ Print Name: _____

237 _____ Email Address: _____
238 **The following is to be completed only if designated** Date: _____

239 **agency is permitted and authorized as set forth above.** Owner's Address _____

240 REALTOR® hereby appoints the following affiliated
241 licensee(s) as designated agent(s) to represent Owner to **Owner** _____

242 the exclusion of all other affiliated licensees. Print Name: _____

243 _____ Email Address: _____
244 _____ Date: _____

245 By: _____ Date: _____
246 Designated Broker (or office manager/supervising broker) Owner's Address _____

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

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, RSMo.)

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, 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:
 - (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.

