



# AGRICULTURAL LAND EXCLUSIVE RIGHT TO SELL AT AUCTION LISTING AGREEMENT

Document updated:  
August 2014

**1. PARTIES:** The parties to this agreement (the "Agreement") are:

**SELLER:** \_\_\_\_\_  
**BROKER:** \_\_\_\_\_

**2. PROPERTY:** SELLER appoints BROKER as the SELLER's sole and exclusive representative to sell the real property, all improvements on the Property, the fixtures described below and any personal property described in Section 4 (the "Property"):

**PROPERTY ADDRESS:** \_\_\_\_\_  
**CITY:** \_\_\_\_\_ **COUNTY:** \_\_\_\_\_ **STATE:** \_\_\_\_\_ **ZIP CODE:** \_\_\_\_\_  
**LEGAL DESCRIPTION:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**3. SELLER'S TERMS:** SELLER instructs BROKER to market the Property for sale on the following terms agreeable to the SELLER:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**4. PERSONAL PROPERTY:** SELLER instructs BROKER to market the Property with the following items of personal property included:

\_\_\_\_\_  
\_\_\_\_\_

**5. TERM OF THE AGREEMENT:** This agreement shall begin at 12:01 AM on \_\_\_\_\_ (the "Beginning Date") and shall end at 11:59 PM on \_\_\_\_\_ (the "Ending Date").

**6. AUCTION DATE AND PRE-AUCTION OFFERS TO PURCHASE PROPERTY:** BROKER shall conduct an auction of the Property on or before \_\_\_\_\_ (the "Auction Date"). Prior to the Auction Date, BROKER shall submit any offers to purchase the Property received by the BROKER to the SELLER for SELLER'S consideration at SELLER'S sole discretion. If the SELLER accepts an offer to purchase the Property prior to the Auction Date, the BROKER shall be entitled to the same compensation as if the Property had been sold on the Auction Date under this Agreement.

**7. AUCTION REQUIREMENTS AND SPECIFICATIONS:**

- A. SELLER authorizes the BROKER to sell the Property at auction (unless the Property is otherwise sold prior to the Auction Date under this Agreement) subject to the requirements and specifications contained in this Agreement.
- B. Unless otherwise mutually agreed by the SELLER and BROKER in writing, SELLER agrees to sell the Property at auction:
  - With Reserve: Unless otherwise mutually agreed by the SELLER and BROKER in writing, the Property shall be sold at auction subject to acceptance by the SELLER as the SELLER shall determine at SELLER'S sole discretion. Notwithstanding the foregoing language, SELLER agrees that in the event that the Property receives a highest bid at auction equal to or greater than \$ \_\_\_\_\_ (the "Reserve Price"), SELLER shall accept such offer to purchase the Property and sign a contract with the highest bidder or any other bidder whose bid on the Property is equal to or greater than the Reserve Price.
  - Without Reserve: SELLER agrees that the Property shall be offered for auction "absolute and without reserve" and that SELLER shall accept an offer to purchase the Property and sign a contract with the highest bidder or any other bidder whose bid on the Property is equal to or greater than the highest bidder's bid on the Property.
- C. Unless otherwise mutually agreed by the SELLER and BROKER in writing, SELLER agrees that the BROKER may auction the Property through the following means:
  - Live Auction: The Property shall be sold at a Live Auction in which the BROKER, any affiliated real estate licensees working the auction and prospective buyers are present at a physical location.
  - Online Auction: The Property shall be offered for sale through an Online Auction in which the BROKER, any affiliated real estate licensees working the auction and prospective buyers communicate and submit bids to purchase the Property through electronic means.

Live/Online Hybrid Auction: The Property shall be offered for sale through a Live/Online Hybrid Auction in which the BROKER, any affiliated licensees working the auction and prospective buyers are either present at a physical location or communicate and submit bids to purchase the Property through electronic means.

#### 8. BROKER'S COMPENSATION:

- A. SELLER agrees to pay the BROKER compensation consisting of \$\_\_\_\_\_ (flat fee amount) plus \_\_\_\_\_% (percentage-based fee) of the selling price of the Property if the BROKER or anyone else produces a purchaser ready, willing and able to purchase the Property subject to the terms of this Agreement or if a sale or exchange of the Property is made by the SELLER or any other person during the term of this Agreement. If the total BROKER'S compensation under this section does not exceed \$\_\_\_\_\_ (the "Minimum Broker's Compensation"), the SELLER agrees to pay the BROKER the amount required so that the BROKER'S compensation is equal to the Minimum Broker's Compensation specified in this section.
- B. SELLER authorizes the deduction of the BROKER'S compensation from the SELLER'S proceeds at closing. SELLER agrees to divide any deposit made on a contract and forfeited by a buyer equally with BROKER, but the amount of the deposit paid to the BROKER shall not exceed the amount to which the BROKER would be entitled as compensation under this Agreement.
- C. **PROTECTION PERIOD:** "Protection Period" means that time beginning on the day after this Agreement expires or terminates and continuing for \_\_\_\_\_ calendar days (90 if left blank).
- (1) No later than \_\_\_\_\_ calendar days (ten if left blank) following the expiration or termination of this Agreement, BROKER shall send the SELLER a written notice specifying the names of any persons or entities whose attention was called to the Property during the term of this Agreement.
- (2) SELLER agrees that the BROKER shall be entitled to receive the BROKER'S compensation specified in this Agreement if the SELLER enters into any agreement to sell or transfer the Property upon any terms to any person or entity identified by the BROKER in the written notice provided under this section during the Protection Period. An "agreement to sell or transfer the Property" shall mean any agreement to transfer all or a substantial part of SELLER'S interest in the Property, including contracts for deed, contracts for sale or lease-option contracts.
- (3) SELLER and BROKER agree and acknowledge that this section shall survive and continue to bind the SELLER and BROKER after the expiration or termination of this Agreement. SELLER shall not be obligated to pay said BROKER'S compensation if a valid exclusive right to sell agreement is entered into with another licensed real estate broker and the Property is sold or transferred during the Protection Period.

#### 9. BUYERS' PREMIUM (Section must be checked if applicable):

- A. SELLER agrees that BROKER shall collect a \_\_\_\_\_% commission (the "Buyers' Premium") as additional compensation from the buyer of the Property at closing. If the Buyers' Premium is less than \$\_\_\_\_\_ (the "Minimum Buyers' Premium"), then the SELLER agrees to pay the BROKER the amount required so that the Buyers' Premium is equal to the Minimum Buyers' Premium specified in this section.
- B. If the SELLER enters into any agreement to sell or transfer the Property to any person or entity prior to the Auction Date or within \_\_\_\_\_ calendar days (15 if left blank) following the Auction Date, SELLER agrees that BROKER shall be entitled to collect the Buyers' Premium under this section from the buyer of the Property at closing.
- C. If SELLER enters into any agreement to sell or transfer the Property to any person or entity procured as a result of the auction after the Auction Date, SELLER agrees that the BROKER shall be entitled to collect the Buyers' Premium under this section from the buyer of the Property at closing.
- D. If the buyer is not represented by another real estate licensee in the purchase of the Property, SELLER agrees that the BROKER shall be entitled to retain the entire portion of the Buyers' Premium. If the buyer is represented by another real estate licensee in the purchase of the Property, BROKER agrees to provide a \_\_\_\_\_% cooperating commission to the real estate licensee representing the buyer in the purchase of the Property.

#### 10. MARKETING FEE:

- A. SELLER agrees to pay a non-refundable marketing fee in the amount of \$\_\_\_\_\_ (the "Marketing Fee") to cover the estimated costs that will be incurred by the BROKER to advertise, market and prepare the Property for sale immediately upon the execution of this Agreement. SELLER agrees to pay any and all expenses that will be incurred by the BROKER to advertise, market and prepare the Property for sale.
- B. At closing, BROKER shall provide an itemized list of the actual costs incurred by the BROKER to advertise, market and prepare the Property for sale. In the event that that the amount of the Marketing Fee paid by the SELLER to the BROKER upon the execution of this Agreement exceeds the actual costs incurred by the BROKER to advertise, market and prepare the Property for sale, BROKER shall refund the excess amount from the Marketing Fee to the SELLER at closing.

- C. In the event that the amount of the actual costs incurred by the BROKER to advertise, market and prepare the Property for sale exceed the amount of the Marketing Fee paid by the SELLER to the BROKER upon the execution of this Agreement, SELLER shall pay the additional amount of funds required to offset the BROKER'S actual costs to advertise, market and prepare the Property for sale at closing.
- D. In the event that the sale of the Property does not close due to a default of the buyer or SELLER under the terms and conditions of the sales contract between the parties, SELLER agrees that any additional funds required to offset the BROKER'S actual costs to advertise, market and prepare the Property for sale shall be paid by the SELLER to the BROKER as if the sale of the Property had closed.

**11. BROKER'S OBLIGATIONS, DISCLAIMERS AND INDEMNIFICATION:**

- A. BROKER does not guarantee, represent or warrant that the BROKER'S services outlined in this Agreement will result in the sale of the Property or the amount of the final sales price on the Property.
- B. SELLER agrees that the BROKER has the absolute discretion to establish all bidding increments and procedures in conducting an auction of the Property.
- C. Upon receipt of the highest bid on the Auction Date, BROKER shall present a Real Estate Contract (the "Contract") to the highest bidder after the close of the auction of the Property and SELLER agrees to sign the Contract. If the highest bidder fails or refuses to sign the Contract, BROKER shall be permitted to contact other bidders at the auction to offer the Property for sale and SELLER agrees to sign a Contract with any bidder whose offer to purchase the Property is equal to or greater than the highest bidder's bid on the Auction Date.
- D. SELLER agrees that the BROKER shall not under any circumstances be held liable to either the SELLER or the prospective buyer of the Property for either party's failure or refusal to complete the purchase and sale of the Property. SELLER agrees to defend, indemnify and hold harmless BROKER and its agents, sub-agents, employees and independent contractors, from and against any and all claims, demands, suits, damages, losses or expenses (including any reasonable attorneys' fees) arising out of the SELLER'S or prospective buyers' failure or refusal to complete the purchase and sale of the Property. The provisions of this section shall survive the termination of this Agreement.

**12. BROKER'S OBLIGATIONS TO SELLER:** BROKER agrees to and SELLER acknowledges that BROKER will:

- A. Market the Property at the BROKER'S cost and expense;
- B. Perform the terms of this written Agreement;
- C. Promote the interests of the SELLER with the utmost good faith, loyalty and fidelity;
- D. Present in a timely manner all offers to and from the SELLER;
- E. Disclose to the SELLER all adverse material facts actually known by the BROKER about the buyer;
- F. Advise the SELLER to obtain expert advice as to material matters known by the BROKER, but the specifics of which are beyond the BROKER'S expertise. When the SELLER has been so advised by the BROKER, no cause of action for any person shall arise against the BROKER pertaining to such material matters;
- G. Account in a timely manner for all money and property received by the BROKER;
- H. Comply with all requirements of the Brokerage Relationships in Real Estate Transactions Act of Kansas (BRRETA) and comply with any applicable federal, state and local laws, rules, regulations and ordinances, including fair housing and civil rights statutes and rules and regulations;
- I. Keep all confidential information about the SELLER confidential unless the disclosure of such information is required by statute, rule or regulation, or unless the BROKER reasonably believes that the failure to disclose such information would constitute fraudulent misrepresentation. When the disclosure of confidential information is required, no cause of action for any person shall arise against the BROKER for making the permitted or required disclosure;
- J. Disclose to any customers and prospective buyers all adverse material facts actually known by the BROKER, including but not limited to:
  - (1) Any environmental hazards affecting the Property that are required by law to be disclosed;
  - (2) The physical condition of the Property;
  - (3) Any material defects in the Property;
  - (4) Any material defects in the title to the Property; or
  - (5) Any material limitation on the SELLER'S ability to perform under the terms of the contract.
- K. Regarding the required disclosures in Section 12(J) of this Agreement, BROKER owes no duty to conduct an independent inspection of the Property for the benefit of any customers or prospective buyers and owes no duty to independently verify the accuracy or completeness of any statement made by the SELLER or any qualified third party; and
- L. Assist with the closing of the sale of the Property.

**13. SELLER'S OBLIGATIONS TO BROKER:** SELLER agrees to and BROKER acknowledges that SELLER will:

- A. Represent and warrant that this is the one and only Exclusive Right to Sell Listing Agreement in effect on the Property and that the SELLER has the capacity to convey merchantable title to the Property upon closing;
- B. Refer any and all offers or inquiries regarding the Property that are received by the SELLER during the term of this Agreement to the BROKER;
- C. Permit the BROKER to place a "For Sale" sign on the Property and to remove all other signs appearing on the Property during the term of this Agreement;
- D. Obtain information on any mortgages on the Property or any other liens shown against the Property, including but not limited to the following:
  - (1) Mortgage Loan #1  
Account Number: \_\_\_\_\_  
Serviced By: \_\_\_\_\_  
Phone Number: \_\_\_\_\_
- E. Allow the BROKER to accept an Earnest Money deposit to be applied against the Purchase Price of the Property and to place that deposit into an escrow or trust account maintained by the BROKER or escrow agent until the closing of the sale of the Property. SELLER agrees and acknowledges that these funds may be deposited into an interest-bearing account and that the BROKER has the right to retain all interest accruing in this account to compensate for the cost and burden of maintaining such account;
- F. Allow the BROKER to enter the Property at all reasonable times for the purpose of inspecting, previewing or showing the Property to prospective buyers or other real estate licensees;
- G. If there are improvements on the Property, furnish the BROKER with a key to access the improvements, authorize the use of a "lock box" device to permit access to the Property during the term of this Agreement and to hold the BROKER, his or her agents, employees, cooperating brokers, their agents and employees, the multiple listing service (MLS) and any REALTOR® non-profit trade association free and harmless from any loss or damage that might result from the use of such key or "lock box" device, including any vandalism, theft or damage of any nature to the Property, personal property and personal effects of the SELLER;
- H. Leave all utilities on at the Property during the term of this Agreement or until possession of the Property by a buyer, whichever is later, unless provided for otherwise in this Agreement or a contract to sell the Property; and
- I. Not discriminate against any prospective buyer on the basis of color, race, gender, religion, national origin, age, disability or familial status, and to hold harmless and indemnify the BROKER for and against any violations of federal, state and local laws related to discriminatory conduct.

**14. SELLER'S AUTHORIZATIONS TO BROKER:** SELLER authorizes BROKER to:

- A. Obtain any and all records and information concerning the SELLER'S Property from the appropriate governmental agencies and other entities; and
- B. Cooperate and share the percentage-based fee payable to the BROKER under this Agreement with other licensed real estate brokers who have been employed as buyers' agents, designated agents sub-agents or transaction brokers, subject where applicable to authorization as otherwise provided in this Agreement. SELLER agrees that BROKER shall:
  - (1) Offer cooperation to buyers' agents:  YES  NO
  - (2) Offer compensation to buyers' agents:  YES  NO
  - (3) Offer cooperation to designated agents:  YES  NO
  - (4) Offer compensation to designated agents:  YES  NO
  - (5) Offer cooperation to sub-agents:  YES  NO
  - (6) Offer compensation to sub-agents:  YES  NO
  - (7) Offer cooperation to transaction brokers:  YES  NO
  - (8) Offer compensation to transaction brokers:  YES  NO

**15. INCLUSION OF PROPERTY IN THE MULTIPLE LISTING SERVICE:**

- A. BROKER  shall  shall not submit this Listing for inclusion in any multiple listing service (the "MLS") within the time required for the submittal of listings under the applicable MLS rules and regulations. If the Listing is submitted for inclusion in the MLS, the SELLER:
  - (1) Authorizes the BROKER to submit pertinent information, including virtual tours and images when applicable, concerning the Property to any MLS;

- (2) Authorizes the BROKER to disseminate data about the Property and other information relating to the Property supplied by or on behalf of the SELLER, including creative works depicting the Property, such as virtual tours, images, videos and any textual descriptions of the Property (collectively referred to as "Content"), to MLS participants, subscribers and other licensees or users of the MLS database compilation, any other MLS in which BROKER participates or any other website, in the BROKER'S sole discretion, and to further disseminate or permit the MLS or other MLS participants to disseminate such Content to potential buyers through websites on the internet that are owned, operated or controlled by the MLS, other MLS participants or such other entities with whom MLS may enter into license agreements authorizing the dissemination or use of such Content;
- (3) Grants to the BROKER an irrevocable, perpetual, non-exclusive and fully sub-licensable and assignable right (through multiple tiers) to use, reproduce, modify, adapt, publish, create derivative works from, distribute, perform and display any photographs, aerial photographs, floor plans, architectural drawings, video images, sounds or other copyrightable material related to the Property (hereinafter referred to as "Works") and to incorporate any such Works (in whole or in part) into other Works in any form, media or technology now known or later developed;
- (4) Agrees that this non-exclusive license shall survive the termination of this agreement for any reason whatsoever. SELLER represents and warrants to BROKER that the license granted to BROKER for this Content does not violate or infringe upon the rights, including any copyright rights, of any person or entity. SELLER acknowledges and agrees that all listing content is owned exclusively by the BROKER and that SELLER has no right, title or interest in Content;
- (5) Agrees that BROKER may provide to MLS for dissemination to others, including the county appraiser if required by law, timely notice of status changes affecting the Property, sales information about the Property, including the price at which the Property is sold and other information concerning the Property for the use of the members of such services, to compile reliable statistics and to establish market value for other properties; and
- (6) Agrees that the BROKER shall insert in the comments section of the MLS that "THIS PROPERTY IS BEING OFFERED FOR AUCTION ON \_\_\_\_\_ (insert the Auction Date). BROKER/AGENT PARTICIPATION IS RECOGNIZED AND A \_\_\_\_\_% (insert cooperating commission amount) REFERRAL COMMISSION IS BEING OFFERED TO THE BUYERS' BROKER/AGENT PRE-REGISTERING THE SUCCESSFUL BUYER. CONTACT THE LISTING BROKER FOR PRE-REGISTRATION MATERIALS."

**16. SELLER'S OBLIGATION TO DISCLOSE ADVERSE MATERIAL FACTS REGARDING THE PROPERTY:**

- A. SELLER understands that SELLER has a legal obligation and affirmative duty to be honest by making accurate and complete disclosures of any adverse material facts regarding the Property to prospective buyers and that the failure to do so may result in civil liability for damages.

**(SELLER'S INITIALS REQUIRED)**

- B. Upon the signing of this Agreement, the SELLER  shall  shall not complete a SELLER'S Agricultural Land Property Disclosure Statement (the "Statement") to be provided to prospective buyers and to update the Statement upon the request of the BROKER or in the event of any material change in the condition of the Property or the discovery of any additional material facts regarding the Property that were not disclosed in prior versions of the Statement.
- C. SELLER agrees to provide any and all inspection reports regarding the Property that are in existence at the time of this Agreement or any inspection reports generated during the term of this Agreement to the BROKER and authorizes the BROKER to disclose such inspection reports to prospective buyers and other real estate licensees.
- D. SELLER warrants that there are no known material defects in the Property except as will accurately and completely be disclosed on the Statement or in other written disclosures provided to any prospective buyers of the Property. SELLER agrees to defend, indemnify and hold harmless BROKER and its agents, sub-agents, employees and independent contractors, from and against any and all claims, demands, suits, damages, losses or expenses (including any reasonable attorneys fees) arising out of any misrepresentation, non-disclosure or concealment by SELLER in connection with the sale of the Property including, without limitation, inaccuracy of information provided by the SELLER for the preparation of listing data, the Statement or otherwise provided or omitted in connection with the sale of the Property.
- E. SELLER agrees to thoroughly review the listing information prepared by the BROKER and advise the BROKER immediately of any errors or omissions. SELLER further stipulates that the dimensions and size of the Property are accurate to the best of his or her knowledge. SELLER agrees to personally assume all responsibility for any claims made by a buyer with respect to any errors or omissions contained in the information provided to BROKER, any prospective buyers and other real estate licensees and that the BROKER shall not be responsible in any manner for any errors or omissions.

F. SELLER warrants that the SELLER does not have knowledge of any easements, sewer assessments, street assessments or other proposed special assessments except as accurately and completely disclosed on the Statement or the SELLER'S Special Assessment Disclosure Addendum. SELLER agrees to defend, indemnify and hold harmless BROKER and its agents, sub-agents, employees and independent contractors, from and against any and all claims, demands, suits, damages, losses or expenses (including any reasonable attorneys' fees) resulting from the information that the SELLER has given regarding any easements, sewer assessments, street assessments or other proposal special assessments on the Property.

17.  **MINERAL RIGHTS** (Section must be checked if applicable): Mineral rights shall  pass with the land to the BUYER  remain with the SELLER. Provided that the SELLER owns less than all of the mineral rights in the Property, SELLER shall list any reductions in ownership of the mineral rights as follows: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

18.  **CROPS:** (Section must be checked if applicable)

A.  **SHARE OF CROPS** (Subsection must be checked if applicable): SELLER'S share of crops planted at the time of the sale and any current year government crop payments shall:

Pass with the land to the BUYER (BUYER will reimburse the SELLER for the SELLER'S share of expenses for growing the crops);

Remain with the SELLER; or

Other (please specify): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

B.  **CASH RENT** (Subsection must be checked if applicable): Cash rent from leases currently in effect on the Property shall:

Pass with the land to the BUYER;

Remain with the SELLER; or

Other (please specify): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

C.  **CONSERVATION RESERVE PROGRAM (CRP)** (Subsection must be checked if applicable): BUYER shall assume full responsibility for the CRP contract at closing and shall have the CRP contract transferred into the BUYER'S name within 30 calendar days after closing. The current year CRP payment shall:

Pass with the land to the BUYER;

Remain with the SELLER;

Other (please specify): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

19.  **WATER RIGHTS** (Section must be checked if applicable): Water rights shall  pass with the land to the BUYER  remain with the SELLER. Provided that the SELLER owns less than all of the water rights in the Property, SELLER shall list any reductions in ownership of the water rights as follows: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

20.  **LEASEHOLD INTERESTS OR TENANTS' RIGHTS** (Section must be checked if applicable): SELLER represents and warrants that there are no leasehold interests or tenants' rights in the Property except as disclosed by the SELLER as follows: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

21.  **ZONING** (Section must be checked if applicable): SELLER represents that Property is currently zoned as: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

22.  **AUCTION OF PERSONAL PROPERTY ITEMS** (Section must be checked if applicable): In addition to the marketing and auction of the Property under this Agreement, BROKER and SELLER agree that BROKER shall assist the SELLER with the marketing and auction of personal property owned by the SELLER. If the BROKER will be assisting the SELLER with the marketing and auction of personal property, the BROKER and SELLER agree to complete and sign a separate written agreement governing the marketing and auction of personal property items.

**23. BROKER RECOMMENDS SELLER SEEK LEGAL AND PROFESSIONAL ADVICE:**

- A. BROKER recommends that the SELLER seek legal, tax or other professional advice regarding the real estate transaction. BROKER makes no representation or warranty regarding the advisability of any real estate transaction. BROKER is not an expert in matters relating to law, tax, financing, surveying, structural or mechanical condition, hazardous material, engineering or other specialized topics and the SELLER is strongly encouraged to seek expert advice in such areas.
- B. BROKER will cooperate with the experts engaged by the SELLER, but the BROKER shall have no liability to the SELLER pertaining to such matters.

**24. LIABILITIES FOR INSPECTIONS:**

- A. SELLER agrees to defend, indemnify and hold harmless BROKER and its agents, sub-agents, employees and independent contractors from and against any and all claims, demands, suits, damages, losses or expenses (including any reasonable attorneys' fees) resulting from any liability for vandalism, theft or damage of any nature to the Property or for personal injury to any persons of the Property.
- B. In consideration of BROKER'S arranging for any inspections at SELLER'S request, SELLER hereby agrees to defend, indemnify and hold harmless BROKER and its agents, sub-agents, employees and independent contractors from and against any and all claims, demands, suits, damages, losses or expenses (including any reasonable attorneys' fees) resulting from or in connection with such inspections.

**25. BROKERAGE RELATIONSHIP DISCLOSURE:**

- A. SELLER acknowledges receiving the "Real Estate Brokerage Relationships" Brochure. SELLER understands that the BROKER may show alternative properties not owned by the SELLER to prospective buyers and may list competing properties for sale without breaching any duty or obligation to the SELLER.
- B. Pursuant to Section 26 of this Agreement, SELLER  consents  does not consent to a designated agent relationship. If applicable, the BROKER, or the BROKER'S authorized representative, hereby designates \_\_\_\_\_ to act as the designated agent on the SELLER'S behalf.

**26. SELLER'S ACKNOWLEDGEMENT OF POSSIBLE DESIGNATED AGENT RELATIONSHIP:**

- A. A designated agent is a real estate licensee affiliated with a BROKER who has been designated by the BROKER, or the BROKER'S duly authorized representative, to act as the agent of the BROKER'S buyer or seller client to the exclusion of all other affiliated licensees. If a designated agent is appointed to represent the SELLER, SELLER understands that:
  - (1) The designated agent will perform all of the duties of a SELLER'S agent and will be the SELLER'S legal agent to the exclusion of all other real estate licensees in the BROKER'S firm;
  - (2) another real estate licensee in the BROKER'S firm may act as a designated agent for the buyer in the sale of the SELLER'S Property;

- (3) the supervising broker (or branch broker if applicable) will act as a transaction broker and will not advocate for the interests of either party and will not, without the prior consent of both parties, disclose any information or personal confidences about either party that might place the other party at an advantage in the transaction;
- (4) if the designated agent for the SELLER is also the designated agent of a buyer who is interested in purchasing the SELLER'S Property, the designated agent cannot represent both the SELLER and the buyer; and
- (5) if a buyer client of a designated agent wants to see a property that was personally listed by the supervising broker, the supervising broker, with the written consent of the SELLER, shall specifically designate an affiliated licensee who will act as a designated agent for the SELLER.

**27. TITLE EVIDENCE:** SELLER has been informed of the SELLER'S responsibility to provide the BUYER of the Property with evidence of clear title to the Property as required by the purchase contract. SELLER authorizes the BROKER to order title evidence for the Property through \_\_\_\_\_ (name of the title insurance vendor). Title to the Property is vested in the name of \_\_\_\_\_.

**28. NOTICE TO SELLERS WHO ARE FOREIGN PERSONS:** A SELLER who is a foreign person should consult an attorney or accountant who is familiar with the Foreign Investment in Real Property Act before entering into negotiations for the sale of the Property.

**29. NON-ASSIGNMENT OF AGREEMENT:** SELLER and BROKER understand and agree that the relationship created by this Agreement is a personal one and that neither the SELLER nor the BROKER shall have the right to assign this Agreement to third parties. Any attempted assignment shall be void and have no legal effect.

**30. ATTORNEYS' FEES:** In the event of litigation concerning the rights of the SELLER or BROKER pursuant to this Agreement, the SELLER and BROKER agree that the court shall award reasonable attorneys' fees and court costs to whichever party shall prevail in such action, to the extent allowed by law.

**31. LACK OF EXCLUSIVITY FOR BROKER:** SELLER acknowledges and agrees that BROKER may now or in the future represent other sellers and buyers of similar properties.

**32. ELECTRONIC SIGNATURES AND TRANSACTIONS:** SELLER and BROKER agree that this transaction may be conducted through electronic means according to the Kansas Uniform Electronic Transactions Act. However, the BROKER has no authority to enter into electronic agreements with other parties on behalf of the SELLER unless authorized to do so by a duly executed power of attorney.

**33. ACKNOWLEDGEMENT OF RECEIPT OF THE AGREEMENT:** SELLER hereby acknowledges and certifies that he or she has received, read and understood a copy of this Agreement.

**34. ENTIRE AGREEMENT OF THE PARTIES:** This Agreement constitutes the entire agreement between the parties. Any prior agreements pertaining thereto, whether oral or written, have been merged and integrated into this Agreement. There shall be no modification of any terms of this Agreement unless such modification has been agreed to in writing and signed by both parties.

**35. FORM AGREEMENT AND RECOMMENDATIONS FOR INDEPENDENT LEGAL ADVICE:** This Agreement has been approved as a form contract by the legal counsel of the Kansas Association of REALTORS® for exclusive use by its REALTOR® members. This is a legally binding contract when the BROKER and SELLER sign the Agreement. If not understood, the Kansas Association of REALTORS® and the BROKER recommend that the SELLER seek the advice of an attorney before signing the completed Agreement.

**36. SPECIAL CONDITIONS, PROVISIONS OR TERMS:**

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**CAREFULLY READ THE TERMS OF THIS AGREEMENT BEFORE SIGNING. WHEN SIGNED BY ALL PARTIES, THIS DOCUMENT BECOMES PART OF A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, CONSULT AN ATTORNEY BEFORE SIGNING.**

\_\_\_\_\_  
SELLER DATE

\_\_\_\_\_  
BROKER

\_\_\_\_\_  
SELLER DATE

\_\_\_\_\_  
BROKER'S AFFILIATED LICENSEE OR REPRESENTATIVE DATE

\_\_\_\_\_  
SELLER'S MAILING ADDRESS

\_\_\_\_\_  
BROKER'S MAILING ADDRESS

\_\_\_\_\_  
SELLER'S CITY, STATE AND ZIP CODE

\_\_\_\_\_  
BROKER'S CITY, STATE AND ZIP CODE

\_\_\_\_\_  
SELLER'S CONTACT TELEPHONE NUMBER

\_\_\_\_\_  
BROKER'S CONTACT TELEPHONE NUMBER

\_\_\_\_\_  
SELLER'S FAX NUMBER

\_\_\_\_\_  
BROKER'S FAX NUMBER

\_\_\_\_\_  
SELLER'S EMAIL ADDRESS

\_\_\_\_\_  
BROKER'S EMAIL ADDRESS