

Form 2047 Listing Contract Comparison Chart

Previous Version: 09/15
Current Version: 01/18

Added Language
~~Deleted Language~~

Suggested Change to Verbiage: Add FIRPTA Language to page 5

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 agreeen to deliver a certificate at Closing to that effect which contains Seller's tax ID number or Green Card.

This document has legal consequences.
If you do not understand it, consult your attorney.
The text of this form may not be altered in any manner
without written acknowledgement of all parties
Form #2047 01/18

©ST. LOUIS ASSOCIATION OF REALTORS®
Approved by Counsel for the St. Louis Association of REALTORS®
To be used exclusively by REALTORS®

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

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

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

11 Owner represents that Owner has the legal right to make an absolute sale of this property. If there is a likelihood that Owner will
12 not have sufficient funds to pay off at closing, all loans secured by the property, plus any liens and closing costs, attach form
13 #2175 Short Sale Supplement to the Listing Contract.

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

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

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

27 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
28 shall be the total sale price and other consideration received by the Owner (including, but not limited to, cash, Seller loans to
29 Buyer and other real or personal property received) for the property, without reduction for closing adjustments, points or other
30 charges; (2) in the case of a lease, it shall be the total lease payments due to the Owner by the tenant during the term of the lease,
31 without adjustments for utilities, taxes and other charges which may be imposed on the tenant. If Owner executes a lease with
32 option contract or a lease/purchase contract as provided herein, the lease commission shall be due when the lease is executed and
33 the sale commission (less any lease commission already paid) shall be due when the title is conveyed to the Buyer.

34 Owner represents that, except as noted on the Seller's Disclosure Statement:

- 35 1) owner knows of no actual or proposed special subdivision or condominium assessments;
36 2) owner knows of no structural or other material defects or material facts that adversely affect the value or desirability of the
37 property; and
38 3) all of the mechanical elements of the property and the appliances being sold herewith are in proper working condition or will be
39 restored to proper working condition as of the date of Closing. This representation shall not be construed to be a warranty of
40 condition, but shall constitute the Owner's opinion.

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

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

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

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

- 50 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
51 agreement pursuant to section 339.780.
- 52 2. A dual agent shall be limited agent for both the Seller and Buyer or landlord and tenant and shall have the duties and
53 obligations required by sections 339.730 and 339.740 unless otherwise provided for in this section.
- 54 3. Except as provided in subsections 4 and 5 of this section, a dual agent may disclose any information to one client that the
55 licensee gains from the other client if the information is material to the transaction unless it is confidential information as
56 defined in section 339.710.
- 57 4. The following information shall not be disclosed by a dual agent without the consent of the client to whom the information
58 pertains:
59 (1) That a Buyer or tenant is willing to pay more than the purchase price or lease rate offered for the property;
60 (2) That a Seller or landlord is willing to accept less than the asking price or lease rate for the property;
61 (3) What the motivating factors are for any client buying, selling or leasing the property;
62 (4) That a client will agree to financing terms other than those offered; and
63 (5) The terms of any prior offers or counteroffers made by any party.
- 64 5. A dual agent shall not disclose to one client any confidential information about the other client unless the disclosure is required
65 by statute, rule, or regulation or failure to disclose the information would constitute a misrepresentation or unless disclosure is
66 necessary to defend the affiliated licensee against an action of wrongful conduct in an administrative or judicial proceeding or
67 before a professional committee. No cause of action for any person shall arise against a dual agent for making any required or
68 permitted disclosure. A dual agent does not terminate the dual agency relationship by making any required or permitted
69 disclosure.
- 70 6. In a dual agency relationship there shall be no imputation of knowledge or information between the client and the dual agent or
71 among persons within any entity engaged as a dual agent.

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

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

- 76 Owner agrees:
- 77 1) to refer to the REALTOR® any offer or inquiry which may be received by the Owner during the term of this Agreement;
 - 78 2) to leave all utilities on until a Buyer has possession of the property in order to facilitate showing and inspection of the property;
 - 79 3) to secure and insure all property and valuables (including firearms) and to assume the risk for any vandalism, theft or damage
 - 80 of any kind;
 - 81 4) to maintain the property in good repair through the date of closing;
 - 82 5) to allow REALTOR® and salesperson(s) assisting prospective Buyers (or tenants, if applicable) authorized by REALTOR® to
 - 83 have access to the property at all reasonable times to show the property to such prospects; and
 - 84 6) to promptly furnish REALTOR® with a copy of any available survey report.

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

- 104 Owner acknowledges:
- 105 1) that the property will be offered for sale or lease in accordance with local, state and federal fair housing laws and without
 - 106 respect to race, color, religion, sex, age, handicap, familial status, marital status, national origin, ancestry, sexual orientation or
 - 107 gender identity;
 - 108 2) having received the Broker Disclosure Form prescribed by the commission (Missouri Real Estate Commission) on or before the
 - 109 signing of (this) Seller's Agency Agreement, or b) upon the licensee obtaining any personal or financial information, whichever
 - 110 occurs first;
 - 111 3) having read the applicable "Duties and Obligations" sections on the reverse side of this form;
 - 112 4) having read the Dual Agency provisions on Page 2 of this form and by signing below, consents to the possibility of dual
 - 113 agency;
 - 114 5) that this agreement creates an agency relationship and therefore prohibits (disallows) the designated broker and/or affiliated
 - 115 licensees from acting as a transaction broker;
 - 116 6) that REALTOR® is authorized to co-operate with and compensate other designated brokers acting pursuant to any other broker
 - 117 age relationship as defined by 339.710 to 339.860 RSMo, including but not limited to buyer's agents and/or transaction
 - 118 brokers. Compensation, as a percentage of the sale price is to be offered as follows:
 - 119 _____% to Buyer's Agents, _____% to Transaction Brokers, and _____% to Subagents.
 - 120 7) the availability of home warranty plans and Owner agrees to (*check one*):
 - 121 offer a warranty plan not offer a warranty plan consider at a later date
 - 122 8) that under Chapter 429 of the Missouri Revised Statutes, if Owner has contracted with anyone for the provision of work, labor
 - 123 or materials for the property, Owner may be required to post and record a "notice of intended sale" at least 45 days before the
 - 124 earliest date on which the Owner intends to close, in order to assure that the Owner can deliver clear title at closing; if work
 - 125 labor or materials have been provided, Owner should seek legal advice to comply with this law.

126 If Owner breaches this Listing Contract or it becomes necessary for REALTOR® to retain an attorney to enforce any of the terms
127 hereof, then without limiting any other right or remedy hereunder or otherwise available at law or inequity, REALTOR® shall be
128 entitled to recover all costs and expenses of litigation incurred, including but not limited to court costs and reasonable attorney
129 fees. The provisions of this paragraph shall survive the expiration or any earlier termination of this Listing Contract.

130 **DUTIES AND OBLIGATIONS OF LIMITED AGENCY AS ADAPTED FROM SECTION 339.730 RSMo**

- 131 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
132 duties and obligations:
- 133 (1) To perform the terms of the written agreement made with the client;
 - 134 (2) To exercise reasonable skill and care for the client;
 - 135 (3) To promote the interests of the client with the utmost good faith, loyalty and fidelity including:
 - 136 (a) Seeking a price and terms which are acceptable to the client, except that the licensee shall not be obligated to seek
137 additional offers to purchase the property while the property is subject to a contract for sale or to seek additional offers
138 to lease the property while the property is subject to a lease or letter of intent to lease;
 - 139 (b) Presenting all written offers to and from the client in a timely manner regardless of whether the property is subject to a
140 contract for sale or lease or a letter of intent to lease;
 - 141 (c) Disclosing to the client all adverse material facts actually known or that should have been known by the licensee; and
 - 142 (d) Advising the client to obtain expert advice as to material matters about which the licensee knows but the specifics of
143 which are beyond the expertise of the licensee;
 - 144 (4) To account in a timely manner for all money and property received;
 - 145 (5) To comply with all requirements of sections 339.710 to 339.860, subsection 2 of section 339.100 and any rules and
146 regulations promulgated pursuant to those sections; and
 - 147 (6) To comply with any applicable federal, state and local laws, rules, regulations and ordinances including fair housing and
148 civil rights statutes and regulations.
- 149 2. A licensee acting as a seller's or landlord's agent shall not disclose any confidential information about the client unless
150 disclosure is required by statute, rule or regulation or failure to disclose the information would constitute a misrepresentation or
151 unless disclosure is necessary to defend the affiliated licensee against an action of wrongful conduct in an administrative or
152 judicial proceeding or before a professional committee. No cause of action shall arise against a licensee acting as a seller's or
153 landlord's agent for making any required or permitted disclosure.
- 154 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
155 to any customer all adverse material facts actually known or that should have been known by the licensee. A seller's or
156 landlord's agent owes no duty to conduct an independent inspection or discover any adverse material facts for the benefit of the
157 customer and owes no duty to independently verify the accuracy or completeness of any statement made by the client or any
158 independent inspector.
- 159 4. A seller's or landlord's agent may show alternative properties not owned by the client to prospective buyers or tenants and may
160 list competing properties for sale or lease without breaching any duty or obligation to the client.
- 161 5. A seller or landlord may agree in writing with a seller's or landlord's agent that the other designated brokers may be retained
162 and compensated as subagents. Any designated broker acting as a subagent on the seller's or landlord's behalf shall be a
163 limited agent with the obligations and responsibilities set forth in subsections 1 to 4 of this section.

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

170 _____

171 **FOREIGN INVESTMENT (FIRPTA)**

172 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]
173 and agrees to deliver a certificate at Closing to that effect which contains Seller's tax ID number or Green Card.

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

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

179 _____
180 OWNER SIGNATURE DATE OWNER SIGNATURE DATE

181 _____
182 Owner Printed Name Owner Printed Name

183 _____
184 Owner Current Address Owner Current Address

185 _____
186 Owner City, State, Zip Owner City, State, Zip

187 _____
188 Owner Email Address Owner Email Address

189 _____
190 Owner Phone Owner Phone

191 _____
192 REALTOR® (Company) AUTHORIZED AGENT SIGNATURE DATE

193 _____
194 Authorized Agent Email Authorized Agent Printed Name