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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  
without written acknowledgement of all parties.  
Form #2047

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Approved by Counsel for the St. Louis Association of REALTORS®  
To be used exclusively by REALTORS®

01/18-01/19

**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 #2175  
13 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 undersigned  
17 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  
18 leased; or (3) within an additional term of \_\_\_\_\_ days after the termination date (hereinafter the "protection period"), the  
19 property is contracted by Owner to be sold or leased to anyone introduced to the property by anyone prior to the termination date,  
20 provided Owner has received by the termination date written notice of the names of said prospects and further provided that no  
21 commission is owed on a sale to a registered prospect if Owner enters into a bona fide listing agreement with another licensed real  
22 estate broker during the protection period and the Owner pays that broker a commission on that transaction.

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

26 \_\_\_\_\_% to Buyer's Agents, \_\_\_\_\_% to Transaction Brokers, and \_\_\_\_\_% to Subagents.

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

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

29 Owner agrees to pay REALTOR® additional compensation of \$ \_\_\_\_\_. This portion of the additional compensation  
30 shall be due and payable to 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.  
32  only if and on the same date that the other compensation above provided for is payable.

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

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

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

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

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

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

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

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

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

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

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

- 113 Owner acknowledges:
- 114 1) that the property will be offered for sale or lease in accordance with local, state and federal fair housing laws and without
  - 115 respect to race, color, religion, sex, age, handicap, familial status, marital status, national origin, ancestry, sexual orientation or
  - 116 gender identity;
  - 117 2) having received the Broker Disclosure Form prescribed by the commission (Missouri Real Estate Commission) on or before the
  - 118 signing of (this) Seller's Agency Agreement, or b) upon the licensee obtaining any personal or financial information, whichever
  - 119 occurs first;
  - 120 3) having read the applicable "Duties and Obligations" sections on ~~the reverse side of this form~~ [page 4](#);
  - 121 4) having read the Dual Agency provisions on Page 2 of this form and by signing below, consents to the possibility of dual agency;
  - 122 5) that this agreement creates an agency relationship and therefore prohibits (disallows) the designated broker and/or affiliated
  - 123 licensees from acting as a transaction broker;
  - 124 ~~6) that REALTOR® is authorized to co-operate with and compensate other designated brokers acting pursuant to any other broker~~  
125 ~~age relationship as defined by 339.710 to 339.860 RSMo, including but not limited to buyer's agents and/or transaction brokers.~~  
126 ~~Compensation, as a percentage of the sale price is to be offered as follows:~~  
127 ~~\_\_\_\_\_ % to Buyer's Agents, \_\_\_\_\_ % to Transaction Brokers, and \_\_\_\_\_ % to Subagents.~~
  - 128 ~~7) the availability of home warranty plans and Owner agrees to (check one):~~  
129  ~~offer a warranty plan  not offer a warranty plan  consider at a later date~~
  - 130 6) that under Chapter 429 of the Missouri Revised Statutes, if Owner has contracted with anyone for the provision of work, labor
  - 131 or materials for the property, Owner may be required to post and record a "notice of intended sale" at least 45 days before the
  - 132 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
  - 133 or materials have been provided, Owner should seek legal advice to comply with this law.
  - 134 ~~9) Owner should remove any items of a personal nature that Owner does not want to be photographed, recorded or transmitted (e.g.~~  
135 ~~including but not limited to family photos, paperwork and other personally identifiable information). Owner hereby releases~~  
136 ~~and indemnifies REALTOR®, its agents and employees from any liability which may result.~~
  - 137 ~~10) understands recording, remote monitoring or transmitting audio or video of prospective purchasers or their representatives may~~  
138 ~~result in a violation of State, Local and/or Federal Laws. from Owner's recording, monitoring or transmitting of audio or video~~  
139 ~~on the Property and from any other person photographing, recording or transmitting any audio, images or video of the Property.~~

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

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

- 145 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  
146 duties and obligations:
- 147 (1) To perform the terms of the written agreement made with the client;
  - 148 (2) To exercise reasonable skill and care for the client;
  - 149 (3) To promote the interests of the client with the utmost good faith, loyalty and fidelity including:
    - 150 (a) Seeking a price and terms which are acceptable to the client, except that the licensee shall not be obligated to seek  
151 additional offers to purchase the property while the property is subject to a contract for sale or to seek additional offers  
152 to lease the property while the property is subject to a lease or letter of intent to lease;
    - 153 (b) Presenting all written offers to and from the client in a timely manner regardless of whether the property is subject to a  
154 contract for sale or lease or a letter of intent to lease;
    - 155 (c) Disclosing to the client all adverse material facts actually known or that should have been known by the licensee; and
    - 156 (d) Advising the client to obtain expert advice as to material matters about which the licensee knows but the specifics of  
157 which are beyond the expertise of the licensee;
  - 158 (4) To account in a timely manner for all money and property received;
  - 159 (5) To comply with all requirements of sections 339.710 to 339.860, subsection 2 of section 339.100 and any rules and regulations  
160 promulgated pursuant to those sections; and
  - 161 (6) To comply with any applicable federal, state and local laws, rules, regulations and ordinances including fair housing and  
162 civil rights statutes and regulations.
- 163 2. A licensee acting as a seller's or landlord's agent shall not disclose any confidential information about the client unless disclosure  
164 is required by statute, rule or regulation or failure to disclose the information would constitute a misrepresentation or unless  
165 disclosure is necessary to defend the affiliated licensee against an action of wrongful conduct in an administrative or judicial  
166 proceeding or before a professional committee. No cause of action shall arise against a licensee acting as a seller's or landlord's  
167 agent for making any required or permitted disclosure.
- 168 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  
169 to any customer all adverse material facts actually known or that should have been known by the licensee. A seller's or landlord's  
170 agent owes no duty to conduct an independent inspection or discover any adverse material facts for the benefit of the customer  
171 and owes no duty to independently verify the accuracy or completeness of any statement made by the client or any independent  
172 inspector.
- 173 4. A seller's or landlord's agent may show alternative properties not owned by the client to prospective buyers or tenants and may  
174 list competing properties for sale or lease without breaching any duty or obligation to the client.
- 175 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  
176 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.

177 If, as authorized in the Missouri Broker Disclosure Form, the REALTOR® (Designated Broker) authorizes its licensees to act as  
178 Designated Agents, \_\_\_\_\_ is appointed by the REALTOR® (Designated Broker) as  
179 Owner's designated agent, as described in the Missouri Broker Disclosure Form. In the event the designated agent is not available  
180 at any given time, any of the following agents associated with the REALTOR® are hereby appointed by the REALTOR®  
181 (Designated Broker) to represent the Owner, without further notice: (If a designated agent is appointed, the Designated Broker  
182 must sign this listing agreement as authorized agent).

183 \_\_\_\_\_

184 **FOREIGN INVESTMENT (FIRPTA).**

185 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]  
186 and agrees to deliver a certificate at Closing to that effect which contains Seller's tax ID number or Green Card.

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

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

192 \_\_\_\_\_  
193 OWNER SIGNATURE DATE OWNER SIGNATURE DATE

194 \_\_\_\_\_  
195 Owner Printed Name Owner Printed Name

196 \_\_\_\_\_  
197 Owner Current Address Owner Current Address

198 \_\_\_\_\_  
199 Owner City, State, Zip Owner City, State, Zip

200 \_\_\_\_\_  
201 Owner Email Address Owner Email Address

202 \_\_\_\_\_  
203 Owner Phone Owner Phone

204 \_\_\_\_\_  
205 REALTOR® (Company) AUTHORIZED AGENT SIGNATURE DATE

206 \_\_\_\_\_  
207 Authorized Agent Printed Name

208 \_\_\_\_\_  
209 Authorized Agent Email