



# EXCLUSIVE RIGHT TO SELL LISTING AGREEMENT - LAND

ALLIANCE

SELLER AGENCY

1 This Exclusive Right to Sell Listing Agreement – Land (“Agreement”) is between Seller and Brokerage Firm (Brokerage Firm, its  
2 brokers, agents and employees are referred to collectively as “Broker”) for the Property commonly known as \_\_\_\_\_

3 \_\_\_\_\_  
4 is exclusive and irrevocable for the period beginning \_\_\_\_\_ and ending \_\_\_\_\_  
5 (the “Term”).

6 LEGAL DESCRIPTION: \_\_\_\_\_  
7 \_\_\_\_\_  
8 \_\_\_\_\_

9 The Property is offered for sale for: (i) (\$ \_\_\_\_\_) \_\_\_\_\_ dollars or (ii) (\$ \_\_\_\_\_)  
10 \_\_\_\_\_ dollars per acre (the “Purchase Price”) on the following terms: A. \_\_\_\_\_ Cash  
11 B. Loan: \_\_\_\_\_ Conventional \_\_\_\_\_ Assumption \_\_\_\_\_ FHA \_\_\_\_\_ VA (Seller understands that certain fees in connection with a  
12 government loan may not be allowed to be paid by the buyer and therefore must be paid by the Seller.) C. \_\_\_\_\_ Seller Carry on the  
13 following terms: \_\_\_\_\_  
14 \_\_\_\_\_.

15 Sale of the Property shall include all improvements located on the Property, as well as the following items: \_\_\_\_\_  
16 \_\_\_\_\_  
17 \_\_\_\_\_.

18 Sale of the Property shall exclude the following: \_\_\_\_\_  
19 \_\_\_\_\_.

20 Mineral rights:	Crops planted at the time of sale:	Water rights:
21 _____ % pass with the land to the Buyer	_____ pass with the Property	_____ pass with the Property
22 _____ % remain with the Seller	_____ to the Buyer	_____ to the Buyer
23 _____ % are owned by third party	_____ remain with the Seller	Permit # _____
24 _____ unknown	_____ none	_____ remain with the Seller
25 _____	_____ negotiable	Permit # _____
26 _____	_____ other	_____ have been terminated

27 (please describe other) \_\_\_\_\_  
28 \_\_\_\_\_

29 Are there any oil, gas, or wind leases of record? \_\_\_\_\_

30 There is no leasehold interest or tenant's rights in the Property, except as follows: \_\_\_\_\_  
31 \_\_\_\_\_

32 1. **LISTING SERVICES:** Seller authorizes Broker to:  
33 A. Cooperate and divide Broker’s Fee with other brokers in any manner acceptable to Broker and the other brokers. The Seller  
34 agrees that Broker shall: **(please initial)**

35 Offer Cooperation to:	Offer Compensation to:
36 Buyer’s Agents Yes _____ No _____	Buyer’s Agents Yes _____ No _____
37 Transaction Brokers Yes _____ No _____	Transaction Brokers Yes _____ No _____

- 38 B. Place a For Sale sign on the Property and remove all other signs during the Term of this Agreement.
- 39 C. Enter the Property at reasonable times to show to prospective buyers, or provide access for inspections and appraisals.
- 40 D. Contact any and all lien holders to obtain any and all relevant information.
- 41 E. Contact the United States Department of Agriculture Farm Service Agency as well as any other governmental agency to obtain
- 42 any and all information regarding the Property and Seller authorizes the Farm Service Agency as well as all other
- 43 governmental agencies to release such information to Broker.

Seller’s Initials \_\_\_\_\_

44 2. **BROKER AGREES TO:** Perform the terms of this Agreement, promote the interests of the Seller with the utmost good faith, loyalty  
45 and fidelity, including presenting all offers, counteroffers and back-up offers in a timely manner. Upon Seller's execution of a contract,  
46 Broker will not be obligated to continue marketing the Property, but will submit to Seller any offers received and update the status of  
47 the Property per the South Central Kansas MLS ("SCK MLS") guidelines. **Broker will:**

- 48 A. Market the Property at Broker's expense, unless otherwise agreed to in writing.
- 49 B. Disclose to the Seller all adverse material facts actually known by the Broker about the buyer and advise the Seller to obtain  
50 expert advice as to material matters known by the Broker but the specifics of which are beyond the Broker's expertise. When  
51 the Seller has been so advised, no cause of action for any person shall arise against the Broker pertaining to such material  
52 matters.
- 53 C. Disclose to any customer and Seller any facts actually known by Broker, related to the physical condition of the Property, that  
54 were omitted from or which contradict any information included in a written report that has been prepared by a qualified  
55 third party and provided to a customer or Seller. However, Broker owes no duty to conduct an independent inspection of the  
56 Property for the benefit of a customer or to independently verify the accuracy or completeness of any statements made by  
57 the Seller or any qualified third party.
- 58 D. Account in a timely manner for all money and property received.
- 59 E. Comply with all requirements of the Brokerage Relationships in Real Estate Transactions Act of Kansas (the "Act") and rules  
60 and regulations adopted under the Act, comply with any applicable federal, state and local laws, rules, regulations and  
61 ordinances, including fair housing and civil rights statutes and rules and regulations.
- 62 F. Not to disclose any confidential information about the Seller unless disclosure is required by statute, rule or regulation, or  
63 unless failure to disclose would constitute fraudulent misrepresentation. No cause of action for any person shall arise against  
64 the Broker for making any required or permitted disclosure.
- 65 G. Disclose to any customer all adverse material facts actually known by the Broker, including but not limited to: environmental  
66 hazards affecting the Property which are required by law to be disclosed, the physical condition of the Property, any  
67 material defects in the Property or title thereto, or any material limitations on the Seller's ability to perform under the terms  
68 of the contract.

69 3. **THE BROKER IS NOT RESPONSIBLE** for vandalism, theft, or damage of any nature to the Property.

70 4. **SELLER AGREES TO AND WILL:**

- 71 A. Refer all inquiries and offers received during the Term of this Agreement to the Broker.
- 72 B. Furnish the Broker a key (if applicable) to the Property and permit the Broker to place a lock box on the Property during the  
73 Term of this Agreement or until final settlement of a sales transaction, whichever is later.
- 74 C. Provide evidence of clear title to the Property and inspection reports, including, but not limited to, water well, septic tank,  
75 lagoon and environmental inspections, when required in a sales contract or by a code or ordinance of a governmental agency.  
76 Seller agrees to indemnify, defend and hold harmless Broker from any liability, cost or expense related to the title to the  
77 Property, any inspections or any inspection reports.
- 78 D. Leave utilities (if applicable) on during the Term of this Agreement or until buyer's possession of the Property, whichever is  
79 later, unless otherwise agreed to in writing.
- 80 E. Thoroughly review the listing information prepared by the Broker and advise the Broker immediately of any errors or  
81 omissions. Seller represents and warrants that to the best of Seller's knowledge the listing information is accurate.

82 5. **EARNEST MONEY:** Seller understands and agrees that Broker may accept a deposit ("Earnest Money"), which will be applied against  
83 the Purchase Price and deposited into an escrow account maintained by the Broker or other escrow agent until the closing of the sale  
84 of the Property. If the Earnest Money is forfeited by the buyer, Seller shall be entitled to 1/2 of the Earnest Money and shall direct the  
85 escrow agent to pay 1/2 of the Earnest Money to Broker or authorize Broker to retain 1/2 of the Earnest Money if the Earnest Money is in  
86 an escrow account maintained by Broker. Notwithstanding the foregoing, Broker's 1/2 of the Earnest Money shall not exceed the Fee  
87 which would be paid to Broker if the sale closed.

88 6. **COMPENSATION:** Seller agrees to pay Broker \_\_\_\_\_ % of the selling price or \$ \_\_\_\_\_ (the "Fee") if Broker  
89 produces a ready, willing and able buyer for the Property at the price and terms stated in this Agreement, or later agreed upon by  
90 Seller, or if the sale, lease or exchange of the Property is made by the Seller or any other person during the Term of this Agreement.  
91 Seller authorizes the deduction of the Fee from the Seller's proceeds at closing. As clarification, if a sale of the Property fails to close  
92 due to Seller's default or with Seller's consent, Seller shall remain obligated to pay Broker the Fee.

Seller's Initials \_\_\_\_\_

93 In addition, Seller shall pay Broker the Fee if the Property is sold, leased, exchanged, conveyed, or otherwise transferred to an  
94 Identified Buyer within \_\_\_ days after the termination or expiration of this Agreement (the "Protection Period"). An "Identified Buyer"  
95 is any person or entity with whom Broker has provided information, shown, exchanged correspondence, negotiated or exposed the  
96 Property and whose name is listed in a written notice provided to Seller by Broker prior to the expiration or termination of this  
97 Agreement. Notwithstanding the foregoing, Seller shall not be obligated to pay the Fee if Seller and another licensed real estate  
98 broker execute a valid exclusive listing agreement during the Protection Period and the sale, lease, exchange, conveyance or transfer of  
99 the Property is made during the Protection Period.

100 **7. BROKERAGE RELATIONSHIP DISCLOSURE:** Seller acknowledges receiving the "Real Estate Brokerage Relationships" brochure.  
101 Seller understands and agrees that as part of the marketing of the Property, Broker may be showing buyers properties other than the  
102 Property and providing buyers with information on selling prices in the area. Seller understands that Broker may show alternative  
103 properties not owned by Seller to buyers and may list competing properties for sale without breaching any duty or obligation to Seller.

104 **8. TRANSACTION BROKER:** Seller acknowledges that Broker may have clients who have retained Broker to represent them as a buyer  
105 in the acquisition of property. If a buyer client becomes interested in making an offer on Seller's Property, then the Broker would be in  
106 a position of representing both buyer and Seller in that transaction unless Designated Agents have been appointed pursuant to  
107 paragraph 9. Such representation would constitute dual agency, which is illegal in Kansas. With the informed written consent of both  
108 buyer and Seller, Broker may act as a Transaction Broker. As a Transaction Broker, Broker would assist the parties with the real estate  
109 transaction without being an agent or advocate for the interests of either party.

110 **Seller consents** to Transaction Brokerage, subject to both buyer and Seller signing a Transaction Broker Addendum to their agency  
111 agreement with Broker, which must be signed by the buyer prior to writing an offer to purchase the Property and by Seller prior to  
112 signing the purchase contract.

113 (please initial one) Yes \_\_\_\_\_ No \_\_\_\_\_

114 **9. DESIGNATED AGENCY:** A Designated Agent is a real estate licensee affiliated with a Broker who has been designated by the Broker,  
115 or the Broker's duly authorized representative, to act as the agent of a Broker's buyer or seller client to the exclusion of all other  
116 affiliated licensees.

117 **A. If a Designated Agent is not appointed to represent Seller,** Seller understands that although a Designated Agent is not  
118 appointed to represent Seller, another licensee with Broker's firm may act as a Designated Agent for a buyer who may be  
119 interested in Seller's Property. If another licensee with Broker's firm acts as a Designated Agent for a buyer in the sale of  
120 Seller's Property, Seller understands:

- 121 1. The supervising Broker (or branch Broker, if applicable) will act as a Transaction Broker and will not advocate for  
122 the interests of either party, and will not, without prior consent of both parties, disclose any information or  
123 personal confidences about a party, which might place the other party at an advantage. The supervising Broker  
124 (or branch Broker, if applicable) may appoint an affiliated licensee to act in the transaction as a Transaction  
125 Broker.
- 126 2. The Designated Agent for the buyer will perform all of the duties of a Buyer's Agent and will be the buyer's legal  
127 agent to the exclusion of all other licensees in the Broker's firm.
- 128 3. All other licensees affiliated with the firm will represent Seller in the sale of Seller's Property and will perform all  
129 of the duties of a Seller's Agent. Seller consents to a Designated Agent from the Broker's firm representing a  
130 buyer in the sale of Seller's Property.

131 (please initial one) Yes \_\_\_\_\_ No \_\_\_\_\_ N/A \_\_\_\_\_

132 **B. If a Designated Agent is appointed to represent Seller,** Seller understands:

- 133 1. The Designated Agent will perform all of the duties of a Seller's Agent and will be Seller's legal agent to the  
134 exclusion of all other licensees in the Broker's firm.
- 135 2. Another licensee with the Broker's firm may act as a Designated Agent for the buyer in the sale of Seller's  
136 Property.

Seller's Initials \_\_\_\_\_

- 137 3. The supervising Broker (or branch Broker, if applicable), will act as a Transaction Broker, and will not advocate for  
138 the interests of either party and will not, without prior consent of both parties, disclose any information or  
139 personal confidences about a party, which might place the other party at an advantage. The supervising Broker  
140 (or branch Broker, if applicable) may appoint an affiliated licensee to act in the transaction as a Transaction  
141 Broker.  
142 4. If the Designated Agent for the Seller is also the Designated Agent of a buyer who is interested in Seller's Property,  
143 the Designated Agent cannot represent both Seller and buyer. With the informed consent of both buyer and  
144 Seller, the Designated Agent may act as a Transaction Broker and assist the parties with the real estate transaction  
145 without being an agent or advocate for the interests of either party.  
146 5. If a buyer client of a Designated Agent wants to see a property which was personally listed by the supervising  
147 Broker, the supervising Broker, with the written consent of Seller, may specifically designate an affiliated licensee  
148 who will act as a Designated Agent for Seller. Seller consents to a Designated Agent relationship.

149 (please initial one) Yes \_\_\_\_\_ No \_\_\_\_\_ N/A \_\_\_\_\_

150 If applicable, Broker, or Broker's authorized representative, hereby designates \_\_\_\_\_  
151 \_\_\_\_\_ to act as Designated Agent on Seller's behalf.

152 Pursuant to paragraph 8, **Seller consents** to the above-named Designated Agent acting as a Transaction Broker in the event  
153 the Designated Agent is also the Designated Agent for a buyer, subject to both buyer and Seller signing a Transaction Broker  
154 Addendum to their agency agreement with Broker, which must be signed by the buyer prior to writing an offer to purchase  
155 the Property, and by Seller prior to signing the purchase contract.

156 (please initial one) Yes \_\_\_\_\_ No \_\_\_\_\_ N/A \_\_\_\_\_

157 10. **Seller has been advised and understands that THE LAW REQUIRES DISCLOSURE OF ANY KNOWN MATERIAL DEFECTS IN THE**  
158 **PROPERTY TO PROSPECTIVE BUYERS AND THAT FAILURE TO DO SO MAY RESULT IN CIVIL LIABILITY FOR DAMAGES.** Seller represents  
159 and warrants that the information provided to the Broker as well as the information provided in this Agreement is true and correct  
160 according to the Seller's knowledge and agrees to indemnify, defend and hold Broker and any cooperating brokers and agents  
161 harmless from any claims, liabilities, and damages, including but not limited to reasonable attorney fees and costs, arising due to (i)  
162 Seller's failure to disclose information regarding the Property, (ii) Seller providing any incorrect information regarding the Property, or  
163 (iii) Seller's breach of any terms or conditions of this Agreement.

164 11. **South Central Kansas MLS ("SCK MLS") SUBMISSION:** It is understood and agreed that the Broker will submit information  
165 concerning the Property to the SCK MLS in accordance with its rules and regulations. Seller acknowledges and understands that the  
166 sales data and/or expiration data can and may be distributed at the discretion of SCK MLS to its authorized members, and authorizes  
167 Broker to release all data on the Property. It is further understood that the Broker will timely notify SCK MLS if information regarding  
168 the Property changes. Seller authorizes the Broker to notify SCK MLS of a signed sales contract on the Property and authorizes the  
169 dissemination to others, including the County Appraiser, of sales information (including the sales price of the Property) after the  
170 closing of the sale, to be used in establishing the market value for other properties.

171 12. **DISTRIBUTION OF INFORMATION:** Seller authorizes Broker to disseminate data about the Property and other information relating  
172 to the Property supplied by, or on behalf of the Seller, including creative works depicting the Property, such as virtual tours, images,  
173 and any textual descriptions of the Property (collectively referred to as "Content"), to SCK MLS's members, participants, subscribers  
174 and other licensees or users of the SCK MLS database compilation (collectively referred to as SCK MLS Users"), or any other multiple  
175 listing service in which Broker participates, and to further disseminate, or permit SCK MLS or SCK MLS Users to disseminate such  
176 Content to potential purchasers through websites on the internet that are owned, operated or controlled by SCK MLS or SCK MLS  
177 Users.

178 **Seller acknowledges** that distributing information in this manner is intended to increase public awareness of the Property.

179 (please initial one) Yes \_\_\_\_\_ No \_\_\_\_\_

Seller's Initials \_\_\_\_\_

180 Seller desires to RESTRICT the marketing of the Property as follows: (INITIAL ONLY IF APPLICABLE)

- 181 A. \_\_\_\_\_ Seller does NOT authorize the Broker to submit and market the Property on any internet websites.
- 182 B. \_\_\_\_\_ Seller does NOT authorize the display of the Property address on any internet website.
- 183 C. \_\_\_\_\_ Seller does NOT authorize the display of unedited comments or reviews of the Property (or the
- 184 display of a hyperlink to such comments or reviews) on any SCK MLS User's internet website.
- 185 D. \_\_\_\_\_ Seller does NOT authorize the display of an automated estimate of the market value of the
- 186 Property (or a hyperlink to such estimate) on any SCK MLS User's internet website.

187 13. THE PROPERTY WILL BE OFFERED, SHOWN AND MADE AVAILABLE FOR INSPECTION AND SALE TO ALL PERSONS WITHOUT  
188 REGARD TO RACE, COLOR, RELIGION, SEX, DISABILITY, AGE, FAMILIAL STATUS OR NATIONAL ORIGIN.

189 14. MISCELLANEOUS:

194

195 15. SIGNATURE BY ELECTRONIC MAIL AND IN COUNTERPART, AGREEMENT TO USE ELECTRONIC SIGNATURES: Signatures  
196 to this Agreement may be transmitted by electronic mail (such as a PDF), through electronic means in accordance with the  
197 Kansas Uniform Electronic Transactions Act and signed in counterpart, on separate pages, which may then be assembled as  
198 the complete agreement of the parties.

199 16. BINDING EFFECT: This Agreement shall inure to the benefit of Seller and Broker, and be fully binding upon their  
200 respective heirs, executors, personal representatives, administrators, successors and assigns.

201 17. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the parties and supersedes any  
202 previously executed contracts and representations, verbal or written.

203 Seller represents and warrants to Broker that all parties with any ownership interest in the Property are parties to this Agreement,  
204 no other listing agreement to sell the Property is in effect and Seller is able to convey merchantable title to the Property at closing.

205 Seller acknowledges receipt of a copy of this Agreement.

206 THIS IS A LEGALLY BINDING AGREEMENT. IF NOT UNDERSTOOD, SEEK COMPETENT ADVICE.  
207 BROKER RECOMMENDS TO SELLER TO RETAIN INDEPENDENT LEGAL COUNSEL TO ANSWER ANY LEGAL QUESTIONS INVOLVED IN  
208 ANY REAL ESTATE TRANSACTION.

Brokerage Firm	Seller	Date
By: (Agent's Signature)	Date	Date
Brokerage Firm's Address	Seller's Address	
Brokerage Firm's Phone	Agent's Fax	Home/Cell Phone
Agent's e-mail	Agent's Cell	Seller's e-mail

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