

EXCLUSIVE AGENCY AGREEMENT – SELLER AGENCY

This contract between the undersigned SELLER and BROKER for the property known as _____ is EXCLUSIVE for a period beginning _____(or date signed, whichever is later) and ending _____ inclusive. The property is offered for sale for the sum of \$ _____, on terms agreeable to SELLER.

BROKER agrees to perform the terms of this contract, promote the interests of the SELLER with the utmost good faith, loyalty and fidelity, and present in a timely manner all offers to and from the SELLER. The BROKER shall present all offers to the SELLER when such offer is received prior to the closing of the sale.

BROKER shall disclose to the SELLER all adverse material facts actually known by the BROKER about the buyer and 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, no cause of action for any person shall arise against the BROKER pertaining to such material matters.

BROKER shall disclose to any customer and SELLER any facts known by BROKER, related to the physical condition of the property, which contradict any information included in a written report that has been prepared by a qualified third party and provided to a customer or SELLER. However, BROKER owes no duty to conduct an independent inspection of the property to verify accuracy or completeness of statements made by SELLER or such qualified third party.

BROKER shall account in a timely manner for all money and property received.

BROKER shall comply with all requirements of the Brokerage Relationships in Real Estate Transactions Act of Kansas and comply with any applicable federal, state and local laws, rules and regulations and ordinances. The BROKER shall keep all information about the SELLER confidential unless disclosure is required by statute, rule or regulation, or unless failure to disclose would constitute fraudulent misrepresentation. The BROKER shall disclose to any customer all adverse material facts actually known by the BROKER, including but not limited to: environmental hazards affecting the property which are required by law to be disclosed, the physical condition of the property, any material defects in the property or title thereto, any material limitation on the SELLER'S ability to perform under the terms of the contract.

SELLER agrees to pay the BROKER a brokerage fee of _____ if the BROKER or any other person or entity produces a purchaser in accordance with the terms specified in the agreement or if the property is sold during the term of the listing agreement, unless the property is sold solely through the efforts of the seller or to specifically exempted persons or entities.

SELLER agrees that BROKER may:	Offer cooperation to sub-agents	<input type="checkbox"/> yes	<input type="checkbox"/> no
	Offer compensation to sub-agents	<input type="checkbox"/> yes	<input type="checkbox"/> no
	Offer cooperation to buyer's agents	<input type="checkbox"/> yes	<input type="checkbox"/> no
	Offer compensation to buyer's agents	<input type="checkbox"/> yes	<input type="checkbox"/> no
	Offer cooperation to transaction brokers	<input type="checkbox"/> yes	<input type="checkbox"/> no
	Offer compensation to transaction brokers	<input type="checkbox"/> yes	<input type="checkbox"/> no

SELLER understands that BROKER may show alternative properties not owned by SELLER to prospective buyers and may list competing properties for sale without breaching any duty or obligation to SELLER.

SELLER authorizes the BROKER to place a "For Sale" sign on the property.

SELLER'S INITIALS AND DATE
(_____) _____
(_____) _____

SELLER understands potential for a DESIGNATED AGENT RELATIONSHIP. 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 a broker's buyer or seller client to the exclusion of all other affiliated licensees. If a designated agent is named in this agreement, the designated agent would perform the duties of a seller's agent and the supervising broker (or branch broker, if applicable) shall act as a transaction broker. As a transaction broker, BROKER would assist the parties with the real estate transaction without being an agent or advocate for the interests of either party. The supervising broker (or branch broker, if applicable) may appoint an affiliated licensee to act in the transaction as a transaction broker.

BROKER, or broker's authorized representative, hereby designates _____ to act as designated agent on SELLER'S behalf. If an affiliated licensee is not being named as a designated agent in this agreement indicate by checking here: _____

SELLER understands, if a designated agent is not named in this agreement, a potential exists for BROKER to Act as Transaction Broker. The BROKER may have clients who have retained BROKER to represent them as a buyer 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 a position of representing both Buyer and Seller in that transaction. Such representation would constitute dual agency, which is illegal in Kansas. With the informed consent of both buyer and SELLER, BROKER may act as a transaction broker.

SELLER understands the broker may have a buyer agency agreement with a buyer naming another licensee with the brokerage firm a designated agent for a buyer. If a designated agent is not named in this agreement and a buyer with a designated agent from BROKER'S firm becomes interested in SELLERS property, the supervising broker, with the written consent of SELLER, may at that time specifically designate an affiliated licensee who shall act as designated agent for SELLER. The written consent of the seller shall contain the name of the prospective buyer and shall acknowledge that the broker shall act as a transaction broker regarding any transaction with the buyer. The written consent of the seller shall be signed prior to presentation of any offer.

ENTIRE AGREEMENT. This Agency Agreement constitutes the entire agreement between the parties. Modifications of any term in this agreement shall be in writing and signed by both parties.

Additional provisions: _____

This is a legally binding contract. If not understood, seek legal advice. SELLER hereby certifies that he/she has received a copy of this contract.

BROKERAGE NAME

SELLER

DATE

by: _____
SIGNATURE FOR BROKERAGE DATE

SELLER

DATE

E-MAIL ADDRESS

E-MAIL ADDRESS

TELEPHONE NUMBER

TELEPHONE NUMBER

This form is approved by the Kansas Real Estate Commission on April 18, 2017, to be provided to brokers as a sample form of an agency agreement with a seller (per K.S.A. 58-30,112). Brokers may modify the form to a nonexclusive seller agency agreement or to an exclusive or nonexclusive agency agreement with a landlord. The form may also be modified to add, delete, or modify paragraphs as long as the modifications do not conflict with the requirements of the Brokerage Relationships in Real Estate Transactions Act (BRRETA), K.S.A. 58-30,101 *et seq.*