



March 7th, 2024

**Lake Area Community Development
Corporation (LACDC)**

Open Session Board Meeting

Agenda

Lake Area Community Development Corporation

3/7/2024 Board of Directors Open Session Meeting

2:00 PM via WebEx

<https://camdencountydevelopmentaldisabilityresources.my.webex.com/camdencountydevelopmentaldisabilityresources.my/j.php?MTID=m44ba715e07e5050030fac1f0aefcfb43>

To Join by Phone: 1-415-655-0001

Meeting Number (Access Code): 2552 863 1869

Meeting Password: 63697557

1. Roll Call
2. Review and Approval of February 1st, 2024, Open Session Meeting Minutes
3. Review and Approval of Treasurer's Report
4. Ozark Empire Realty Agreements Discussion
5. ARPA Funding/Business Plan Updates
6. USDA Packager Updates
7. Pursuing Creation of the Participation Jurisdiction Consortium
8. Open Discussions and Other Updates
9. Adjournment

The news media may obtain copies of this notice, and a direct link to the WebEx meeting can be submitted to anyone requesting access by contacting:

Ed Thomas, Secretary of the Board of Directors

100 Third Street, P.O. Box 722, Camdenton, MO 65020

Office: 573-317-9233 Fax: 573-317-9332 Email: director@ccddr.org

February 1st, 2024
Open Session Minutes

LACDC Open Session Board Meeting Minutes

February 1st, 2024

2:00 PM

Meeting held via WebEx

Board Members Present: Ron Yarbrough, Ed Thomas, Mark Shellenberg, David Payne, Hugh Wilson

Absent: Richard Ross, Jennifer Presberry, Joanne Pope, Steve Dust

Guests: Emily Breckinridge, Ben Holt, Cricket Staggs

Call to Order:

Ron Yarbrough called the meeting to order.

1. Roll Call:

Ron Yarbrough, Ed Thomas, Mark Shellenberg, David Payne, Hugh Wilson

2. Minutes: Approval of 1/4/2024 Open Session Minutes

Motion to approve minutes made by David Payne, second by Ed Thomas.

In Favor: Ron Yarbrough, Ed Thomas, Mark Shellenberg, David Payne, Hugh Wilson

Opposed: None

Abstain: None

Motion carries.

3. Treasurer's Report

Motion made by Ed Thomas, second by David Payne, to approve the unaudited Treasurer's report as presented.

In Favor: Ron Yarbrough, Ed Thomas, Mark Shellenberg, David Payne, Hugh Wilson

Opposed: None

Abstain: None

Motion carries.

4. Presentation of Amended Bylaws (Second Reading/Adoption)

Motion made by Ed Thomas, second by Mark Shellenberg, to approve the Bylaws amendments as presented.

In Favor: Ron Yarbrough, Ed Thomas, Mark Shellenberg, David Payne, Hugh Wilson

Opposed: None

Abstain: None

Motion carries.

5. Updates from Packagers

Ben Holt shared updates on the packaging program. A couple of clients had to update their information at the beginning of the year. LIFT CAA has referred two more clients to Ben, but Ben is unsure where in Missouri those clients live.

6. Open Discussions

Board members continue to look at potential ways to partner with builders and look for affordable lots for development. Ron Yarbrough shared some information and comparisons to other traditionally built houses for financing compared to manufactured homes placed on lots. Ron is listing a manufactured home for sale on one of his lots. Using manufacturing homes placed on lots with infrastructure in place is still a consideration. The Board is interested in seeing what type of responses Ron gets on his listing. Cricket did provide a summary of the activity on Ron's property since it was listed, which was recent.

Cricket Staggs offered to provide a discounted rate for representing the LACDC in real estate transactions. Cricket stated that he would only charge 4% commission if the LACDC purchased a lot, placed a manufactured home on the lot, then listed it for sale, with 1.5% going to his agency and 2.5% going to the buyer's rep agency. Cricket also offered to provide a discount of \$1,000 to find any lot or any land as well as to help write an offer should the LACDC need Buyer's Agency representation. Normally, agencies or companies offering listings for sale will offer some sort of agency compensation, but Cricket would not pursue that and would offer the special discount to the LACDC so that the LACDC's has a minimum cost up front and going into the transaction. The group further discussed that LACDC should procure a realtor to assist in real estate transactions. Since Cricket has been actively and consistently engaged in the LACDC meetings and endeavors, the Board members asked Cricket to send them proposed agreements for consideration at the next regularly scheduled Board meeting.

7. Adjournment

Motion to adjourn the Open Session meeting made by Ed Thomas, second by David Payne.

In Favor: Ron Yarbrough, Ed Thomas, Mark Shellenberg, David Payne, Hugh Wilson

Opposed: None

Abstain: None

The Open Session meeting was adjourned.

Treasurer's Report (Unaudited)

LACDC treasurer's report

February 2024

Checking Account Beginning Balance \$35,082.98

Checking Account Ending Balance \$35,082.98

CBOLO Certificate of Deposit 5.20% 7/1/24 maturity

Current Balance \$204,620.92

Accrued Interest \$3,525.50

Total Value \$208,146.42

Ozark Empire Reality Agreements



Buyer's Exclusive Agency Contract

This document has legal consequences. If you do not understand it, consult your attorney.

1 Lake area Community Development Center (whether one or more "Buyer"),
 2 hereby appoints (*Insert Brokerage Co. name*) Ozark Empire Realty
 3 ("REALTOR®") to act as the sole and exclusive agent for Buyer to advertise for, show and procure the following
 4 types of real estate (*check one [1] or more of the following*): commercial residential rental farm or
 5 other () for acquisition by
 6 Buyer, for the period beginning with the Effective Date of this Agency Contract and ending at 11:59 p.m. on the
 7 1st day of January 2026 (together with any written extension thereof, the "Agency Period"). As
 8 used in this Agency Contract, the terms "acquire" or "acquisition" shall include any purchase, option, exchange or
 9 lease of property or an agreement to do so. Buyer acknowledges that the efforts and endeavors of REALTOR® to
 10 procure such real estate, by expenditure of time and money, through advertising, co-brokers or otherwise, shall
 11 constitute good and sufficient consideration for this Agency Contract. Buyer will refer all inquiries and prospects
 12 Buyer may receive during the Agency Period, from any source, to REALTOR® to avoid the possibility of confusion
 13 over agency relationship and misunderstandings about liability for compensation.

14 **DISCLOSURE AUTHORIZATIONS.** Buyer (*check one*)

15 **Motivating Factors.** DOES DOES NOT permit REALTOR® to disclose the following motivating factors for
 16 Buyer in purchasing or leasing property: _____

17 **CURRENT EXCLUSIVE REPRESENTATION AGREEMENT.** Buyer (*check one*) IS IS NOT
 18 a party to an exclusive buyer's representation agreement. If Buyer is a party to an exclusive buyer's representation
 19 agreement, such agreement ends (*date*) _____.

20 **BROKER COMPENSATION, COOPERATION AND SHARED COMPENSATION.** *Note: The amount or rate of*
 21 *broker compensation (including shared compensation) is not set by law. Broker compensation includes*
 22 *real estate commissions and all other fees paid to a broker. They are set by each broker individually and*
 23 *may be negotiable.*

24 **(1) Flat Fee:** Buyer shall pay REALTOR® as partial compensation for services rendered hereunder an amount
 25 equal to (*insert dollar amount, or "N/A" if not applicable*) \$500 (the "Flat Fee"). This Flat Fee, together
 26 with any Additional Compensation due REALTOR® under this Agency Contract as set forth below, are collectively
 27 referred to herein as "Compensation". The Flat Fee is non-refundable and shall be due and payable to REALTOR®
 28 (*check whichever applies*):

- 29 on the Effective Date of this Agency Contract, regardless of whether or not a property is acquired by Buyer;
- 30 only if and on the same date that any Additional Compensation provided for below is payable; or
- 31 not applicable.

32 **(2) Additional Compensation:** Buyer shall pay REALTOR®, as "Additional Compensation" due
 33 REALTOR® for services rendered hereunder, an amount equal to: (*Complete one*): Zero
 34 Dollars (\$0), or Zero percent (0 %) of the sale price, if, during the term of this Agency
 35 Contract, Buyer enters into a contract to acquire any type of real estate described above, whether through the
 36 services of REALTOR® or otherwise. Buyer understands that REALTOR® will endeavor to collect part or all of this
 37 Additional Compensation due REALTOR® from Buyer under this Agency Contract from the seller or listing broker
 38 (*i.e.*, shared compensation), and Buyer hereby consents thereto. If REALTOR® is able to do so, any such shared
 39 compensation paid to REALTOR® by the seller or listing broker shall be credited against the Additional
 40 Compensation due REALTOR® under this Agency Contract and REALTOR® will make full disclosure to Buyer.
 41 Failure by REALTOR® to collect part or all of any Additional Compensation due REALTOR® from a seller or listing
 42 broker shall not relieve Buyer of Buyer's obligation to pay REALTOR® any Compensation provided for herein. This
 43 Agency Contract shall also apply to any property presented or described to Buyer by anyone during the Agency
 44 Period if a contract is entered into by Buyer within 90 days after expiration of the Agency Period (the
 45 "Protection Period"); provided Buyer has received notice in writing, including the name of the prospective sellers
 46 or property address, before or upon expiration of the Agency Period; provided further however, that Buyer shall not
 47 be obligated to pay any Additional Compensation to REALTOR® (or the Flat Fee if such amount is not payable
 48 unless a property is acquired by Buyer) if a new valid exclusive buyer agency contract is entered into during the
 49 Protection Period with another licensed real estate broker, a subject property is acquired during the Protection
 50 Period and the new broker representing Buyer is paid a commission on the closing of that acquisition. It is
 51 understood and agreed that REALTOR®'s presentation of a listing during the Agency Period shall constitute notice
 52 hereunder with respect to the property identified thereon. Any obligation to pay REALTOR® Compensation under
 53 this Agency Contract shall survive the termination hereof. Buyer authorizes REALTOR® or its representatives to

54 cooperate with and offer compensation to other brokers acting pursuant to any brokerage relationship defined by
 55 Sections 339.710 to 339.860, RSMo., including but not limited to seller's agents and transaction brokers.

56 **(3) Nonperformance or Termination:** If a contract is not closed by reason of nonperformance by the seller
 57 or is terminated because of failure of a contingency or defect in an owner's title, REALTOR® shall retain the amount
 58 of any Flat Fee that is due and payable as of the Effective Date, but shall not receive any contingent Flat Fee or
 59 Additional Compensation agreed upon. Buyer agrees that Buyer's failure to close the contract for reasons other
 60 than set forth in this paragraph will not impair REALTOR®'s right to any Compensation.

61 **CONSENT TO BROKERAGE RELATIONSHIPS:**

62 **A. Buyer's Limited Agency as Starting Point; Effect of In-House Sales.** Pursuant to this Agency
 63 Contract, REALTOR® will initially be acting in the capacity of Buyer's limited agent, with the duties and obligations
 64 of a buyer's limited agent under Missouri law as set forth following the parties' signatures below. However, Buyer
 65 acknowledges that from time to time, a prospective seller may engage REALTOR® to act in one of several possible
 66 capacities with respect to that seller, depending on what brokerage relationships are permitted by REALTOR®'s
 67 company policy. The following subsections describe circumstances where Missouri law may permit or require a
 68 conversion of REALTOR®'s brokerage relationship with Buyer to a different brokerage relationship. Complete each
 69 subsection. Disclosure of any conversion to a different brokerage relationship shall be made upon its occurrence
 70 as may be required by rule or regulation.

71 **B. Conversion to Dual Agency Where REALTOR® Is Engaged by Seller to Act as Seller's Agent.** If
 72 a prospective seller has engaged REALTOR® to act in the capacity of seller's agent, Missouri law permits
 73 REALTOR® to show the Property and otherwise represent the seller, as a dual agent representing both Buyer and
 74 the seller, with the written consent of all parties. In such case, REALTOR® may act as a dual agent with the duties
 75 and obligations of a dual agent under Missouri law as set forth following the parties' signatures below.

76 Does Buyer consent to REALTOR® representing both a seller and Buyer as a dual agent? (*Check one of the*
 77 *following*): Yes No Not applicable because dual agency is not offered by REALTOR®'s company policy.

78 **C. Designated Agents for Seller and Buyer; Possible Conversion to Dual Agency or Transaction**
 79 **Brokerage.** Missouri law permits REALTOR® to appoint one or more licensees affiliated with REALTOR® as
 80 designated agent(s), to represent Buyer as limited agent(s), to the exclusion of all other affiliated licensees.

81 Does Buyer consent to REALTOR®'s appointment of designated agent(s)? (*Check one of the following*):
 82 Yes No Not applicable because designated agency is not offered by REALTOR®'s company policy.

83 An individual broker, designated broker or office manager/supervising broker affiliated with REALTOR® shall not
 84 be considered to be a dual agent or transaction broker solely because such broker has appointed one or more
 85 affiliated licensee(s) to represent Buyer to the exclusion of all other affiliated licensees of REALTOR®; however,
 86 any licensee who personally represents both Buyer and the seller in the same transaction shall be a dual agent or
 87 a transaction broker. Further, if such broker supervises the licensees for both sides of a transaction, that broker
 88 will be a dual agent or a transaction broker upon learning confidential information about either party to a transaction
 89 or upon being consulted by any licensee involved in the transaction. Also, when the broker supervises the licensee
 90 representing or assisting one (1) side of the transaction and personally represents or assists the other side, that
 91 broker will be a dual agent or a transaction broker. Any such broker or licensee shall be required to comply with
 92 the provisions regarding dual agent or transaction brokers under Missouri law as set forth following the parties'
 93 signatures below.

94 **D. Conversion to Transaction Brokerage Where REALTOR® Is Engaged by Seller to Act as Seller's**
 95 **Agent or Transaction Broker.** If a prospective seller has engaged REALTOR® to act in the capacity of seller's
 96 agent or transaction broker, Missouri law permits REALTOR® to show the Property and otherwise assist the seller,
 97 as a transaction broker assisting both Buyer and the seller without an agency relationship to either of them, with the
 98 written consent of all parties. In such case, REALTOR® may act as a transaction broker with the duties and
 99 obligations of a transaction broker under Missouri law as set forth following the parties' signatures below. **Note:** If
 100 REALTOR® wishes to convert to transaction brokerage but Buyer does not consent to such conversion, then
 101 REALTOR® may without liability withdraw from representing Buyer. Such withdrawal shall not prejudice the ability
 102 of REALTOR® to continue to represent the other client in the transaction or limit REALTOR® from representing
 103 Buyer in another transaction not involving transaction brokerage.

104 Does Buyer consent to REALTOR® assisting both Buyer and a seller as a transaction broker? (*Check one of the*
 105 *following*): Yes No Not applicable because transaction brokerage is not offered by REALTOR®'s company
 106 policy.

107 **E. Designated Transaction Broker for Seller and Buyer.** Missouri law permits REALTOR® to appoint one
 108 or more licensees affiliated with REALTOR® as designated transaction broker(s), to assist Buyer without an agency
 109 relationship, to the exclusion of all other affiliated licensees.

110 Does Buyer consent to REALTOR®'s appointment of designated transaction broker(s)? (*Check one of the*
 111 *following*): Yes No Not applicable because designated transaction brokerage is not offered by
 112 REALTOR®'s company policy.

113 **BUYER'S OBLIGATIONS TO REALTOR®:**

114 Buyer agrees that Buyer shall:

115 **(1) Exclusive Dealings:** Work exclusively with REALTOR® during the Agency Period. Buyer will not
116 communicate directly or indirectly with any seller of any real estate or seller's representative to whom REALTOR®
117 has introduced Buyer or negotiated with for the purchase, option, exchange or lease of real estate on behalf of
118 Buyer.

119 **(2) Supply Information:** Comply with the reasonable requests of REALTOR® to supply any financial or
120 personal data needed to fulfill the terms of this Agency Contract.

121 **(3) Availability:** Be available during REALTOR®'s regular working hours to view properties.

122 **(4) Consultation:** Consult with REALTOR® before visiting any new or existing homes for sale, or contacting
123 any other broker representing sellers, to avoid the possibility of confusion over the agency relationship and
124 misunderstandings about liability for Compensation.

GENERAL CONDITIONS

125 Buyer and REALTOR® agree:

126 **(1) Equal Opportunity:** Properties shall be shown and made available to Buyer without regard to race, color,
127 religion, sex, disability/handicap, familial status, national origin, sexual orientation, or gender identity, and in
128 accordance with all local, state, and federal fair housing laws.

129 **(2) Notice of Intended Sale:** If a property has had construction work performed, the lien rights of persons
130 who performed work or supplied materials are affected by the requirements of §429 RSMo. Failure by the property
131 owner to post and record a timely "notice of intended sale" may affect lien rights and Buyer's ability to get mechanic's
132 lien coverage in Buyer's title insurance policy.

133 **(3) Legal and Professional Advice:** REALTOR® suggests Buyer seek legal, tax and other professional
134 advice relative to any real estate transaction. REALTOR® makes no representation or warranty respecting the
135 advisability of any transaction, and is not an expert in matters relating to law, tax, financing, surveying, structural or
136 mechanical conditions, hazardous materials, engineering or other specialized topics. Buyer is encouraged to seek
137 expert help in all such areas. REALTOR® will cooperate with experts selected and engaged by Buyer, but
138 REALTOR® shall have no liability pertaining to such matters, including but not limited to inspections or
139 measurements.

140 **(4) Default/Remedies.** If Buyer shall breach this Agency Contract or it becomes necessary for REALTOR®
141 to retain an attorney to enforce any of the terms hereof, then without limiting any other right or remedy hereunder
142 or otherwise available at law or in equity, REALTOR® shall be entitled to recover all costs and expenses of litigation
143 incurred, including but not limited to court costs and reasonable attorney fees. The provisions of this Section shall
144 survive the expiration or any earlier termination of this Agency Contract.

145 **(5) Other Provisions:** Flat fee of \$500 per land or lot acquisition if that purchase is verifiably for the purposes of providing
146 housing for the area (not for use in the general profitable acquisition of land)

148 This Agency Contract shall be binding upon the parties hereto, their heirs and personal representatives.
149 Buyer understands that exposure to disease-causing organisms and objects (e.g., the flu or COVID-19), and
150 personal contact with others, including but not limited to real estate agents, inspectors, appraisers, contractors,
151 owners, occupants and others associated with the sale, lease or purchase of property, involves a certain degree of
152 risk that could result in illness, permanent disability or death. Buyer also acknowledges that it is impossible to
153 screen and/or monitor all such individuals. Accordingly, Buyer assumes the risk of, and hereby releases and agrees
154 to hold REALTOR®, its agents and employees harmless from and against, all claims and liability resulting from
155 exposure to disease-causing organisms and objects (e.g., the flu or COVID-19) associated in any way with Buyer
156 viewing, inspecting or otherwise accessing any property pursuant to this Agency Contract.

157 **(6) Minimum Brokerage Services (§339.780.7 RSMo.):** Buyer acknowledges having read the applicable
158 "Duties and Obligations" on the following pages of this form, and that pursuant to Missouri law, REALTOR®, through
159 its designated broker and/or through one or more affiliated licensees, shall provide, at a minimum, the following
160 services:

- 161 1. Accept delivery of and present to Buyer or customers offers and counteroffers to buy, sell, or lease
162 property that Buyer seeks to purchase or lease;
- 163 2. Assist Buyer or customers in developing, communicating, negotiating, and presenting offers,
164 counteroffers, and notices that relate to the offers and the counteroffers until a lease or purchase
165 agreement is signed and all contingencies are satisfied or waived; and
- 166 3. Answer Buyer or customer questions relating to the offers, counteroffers, notices, and contingencies.

167 **(7) Signatures:** This Agency Contract may be executed in multiple counterparts, each of which shall be
168 deemed an original, but all of which shall constitute one and the same instrument. For purposes of executing this
169 Agency Contract, a document signed and/or transmitted by any electronic form deemed valid in accordance with

170 the Missouri Uniform Electronic Transactions Act, including but not limited to by facsimile machine, digital signature
171 or a scanned image, such as a pdf via e-mail, is to be treated as an original signature and document. At the request
172 of any party, the others will confirm facsimile or scanned image signatures by signing an original instrument. Buyer
173 and REALTOR® expressly acknowledge and agree that changes to this Agency Contract may be made via the e-
174 mail addresses set forth below (*mark the e-mail address lines "N/A" or "Not Authorized" if not so authorized*).

175 **(8) Recordings at/of the Property:** Buyer understands that a property which is being shown or made available
176 to Buyer for viewing, inspection or otherwise pursuant to this Agency Contract may be under surveillance and
177 security systems which record, remotely monitor and/or transmit audio and/or video of any activity at the property.
178 Said monitors and systems may include recordings of Buyer and Buyer's representatives. Buyer hereby releases
179 and indemnifies REALTOR®, its agents and employees, from any liability which may result from the presence or
180 use of any such surveillance or monitoring systems and activities at any property which is shown or made available
181 to Buyer pursuant to this Agency Contract.

182 With respect to any photographs or other recordings of any kind that Buyer (any other person on Buyer's behalf)
183 may desire to make of any property that is being shown to Buyer pursuant to this Agency Contract, Buyer is advised
184 that in addition to the general need to comply with all applicable laws in this regard, a property owner may impose
185 additional specific limitations and restrictions with respect to such matters. Any unpermitted recording of a property
186 (or its transmission or distribution) by or on behalf of Buyer may result in a violation of the same or any applicable
187 State, Local and/or Federal laws. Buyer hereby releases and indemnifies REALTOR®, its agents and employees,
188 from any liability which may result from any such photography or recording, or the transmission or distribution of the
189 same (including but not limited to any audio, images or video taken) by or on behalf of Buyer at any property which
190 is being shown to Buyer pursuant to this Agency Contract.

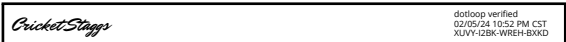
191 **(9) Franchise Disclosure:** (*REALTOR® to check box only if applicable*).

192 REALTOR® is a member of a franchise and pursuant to the terms of its franchise agreement, the franchisor has
193 no legal liability for the actions of REALTOR®, despite its use of franchisor's trade name or insignia.

194 **(10) Effective Date.** The "Effective Date" shall be the date of final acceptance hereof, as indicated by the date
195 adjacent to the signature of the last party to sign this Agency Contract or (*specify if otherwise*) _____.

196 **Buyer confirms receipt of a Missouri Real Estate Commission Broker Disclosure Form on or before signing this Agency**
197 **Contact, or upon REALTOR®'s obtaining any personal or financial information from Buyer, whichever occurred first.**

198 Ozark Empire Realty
199 **REALTOR®'s Firm Name** _____

200 **By** 

201 **Print Name:** Cricket Staggs _____

202 **Email:** cricket@ozarkempirerealty.com _____

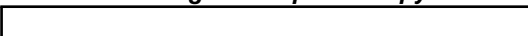
203 **Address:** 387 E Elm St, Lebanon, MO 65536 _____

204 **Title:** REALTOR _____

205 **Date:** _____

206 **EXCLUSIVE BUYER'S AGENCY ACCEPTED**

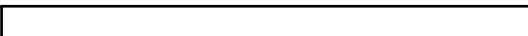
207 **By signing below, Buyer ACCEPTS this Agency**
208 **Contract and acknowledges receipt of a copy hereof.**

209 **Buyer:** 

210 **Print Name:** Lake area Community Development Center _____

211 **Email:** _____

212 **Date:** _____

213 **Buyer:** 

214 **Print Name:** _____

215 **Email:** _____

216 **Date:** _____

217 **Buyer's Address:** _____

218 _____

219 _____

220 **The following is to be completed only if designated agency is permitted and authorized as set forth above.**

221 REALTOR® hereby appoints the following affiliated licensee(s) as designated agent(s) to represent Buyer to the
222 exclusion of all other affiliated licensees.

223 _____
224 _____

225 **By:** 
226 Designated Broker (or office manager/supervising broker)

Approved by legal counsel for use exclusively by members of the Missouri REALTORS®, Columbia, Missouri. No warranty is made or implied as to the legal validity or adequacy of this Agency Contract, or that it complies in every respect with the law or that its use is appropriate for all situations. Local law, customs and practice, and differing circumstances in each transaction, may each dictate that amendments to this Agency Contract be made.

Last Revised 12/31/23.

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BUYER'S (OR TENANT'S) AGENT'S DUTIES AND OBLIGATIONS (§ 339.740, RSMo.)

1. A licensee representing a buyer or tenant as a buyer's or tenant's agent shall be a limited agent with the following duties and obligations:

(A) To perform the terms of any written agreement made with the client;

(B) To exercise reasonable skill and care for the client;

(C) To promote the interests of the client with the utmost good faith, loyalty, and fidelity, including:

(i) Seeking a price and terms which are acceptable to the client, except that the licensee shall not be obligated to seek other properties while the client is a party to a contract to purchase property or to a lease or letter of intent to lease;

(ii) Presenting all written offers to and from the client in a timely manner regardless of whether the client is already a party to a contract to purchase property or is already a party to a contract or a letter of intent to lease;

(iii) Disclosing to the client adverse material facts actually known or that should have been known by the licensee; and

(iv) Advising the client to obtain expert advice as to material matters about which the licensee knows but the specifics of which are beyond the expertise of the licensee;

(D) To account in a timely manner for all money and property received;

(E) To comply with all requirements of sections 339.710 to 339.860, subsection 2 of section 339.100, and any rules and regulations promulgated pursuant to those sections; and

(F) To comply with any applicable federal, state, and local laws, rules, regulations, and ordinances, including fair housing and civil rights statutes or regulations.

2. A licensee acting as a buyer's or tenant's agent shall not disclose any confidential information about the client unless disclosure is required by statute, rule, or regulation or failure to disclose the information would constitute a misrepresentation or unless disclosure is necessary to defend the affiliated licensee against an action of wrongful conduct in an administrative or judicial proceeding or before a professional committee. No cause of action for any person shall arise against a licensee acting as a buyer's or tenant's agent for making any required or permitted disclosure.

3. A licensee acting as a buyer's or tenant's agent owes no duty or obligation to a customer, except that the licensee shall disclose to any customer all adverse material facts actually known or that should have been known by the licensee. A buyer's or tenant's agent owes no duty to conduct an independent investigation of the client's financial condition for the benefit of the customer and owes no duty to independently verify the accuracy or completeness of statements made by the client or any independent inspector.

4. A buyer's or tenant's agent may show properties in which the client is interested to other prospective buyers or tenants without breaching any duty or obligation to the client. This section shall not be construed to prohibit a buyer's or tenant's agent from showing competing buyers or tenants the same property and from assisting competing buyers or tenants in attempting to purchase or lease a particular property.

5. A client may agree in writing with a buyer's or tenant's agent that other designated brokers may be retained and compensated as subagents. Any designated broker acting on the buyer's or tenant's behalf as a subagent shall be a limited agent with the obligations and responsibilities set forth in subsections 1 to 4 of this section.

DUAL AGENT'S DUTIES AND OBLIGATIONS (§ 339.750, RSMo.)

A dual agent shall be a limited agent for both the seller and buyer or the landlord and tenant and shall have the following duties and obligations:

1. Except as provided below, a dual agent may disclose any information to one client that the licensee gains from the other client if the information is material to the transaction unless it is confidential information as defined in section 339.710(8), R.S.Mo.

2. The following information shall not be disclosed by a dual agent without the consent of the client to whom the information pertains:

(A) That a buyer or tenant is willing to pay more than the purchase price or lease rate offered for the property;

(B) That a seller or landlord is willing to accept less than the asking price or lease rate for the property;

(C) What the motivating factors are for any client buying, selling, or leasing the property;

(D) That a client will agree to financing terms other than those offered; and

(E) The terms of any prior offers or counter offers made by any party.

3. A dual agent shall not disclose to one client any confidential information about the other client unless the disclosure is required by statute, rule or regulation or failure to disclose the information would constitute a misrepresentation or unless disclosure is necessary to defend the affiliated licensee against an action of wrongful conduct in an administrative or judicial proceeding or before a professional committee. No cause of action for any person shall arise against a dual agent for making any required or permitted disclosure. A dual agent does not terminate the dual agency relationship by making any required or permitted disclosure.

4. In a dual agency relationship there shall be no imputation of knowledge or information between the client and the dual agent or among persons within an entity engaged as a dual agent.

TRANSACTION BROKER'S DUTIES AND OBLIGATIONS (§ 339.755, RSMo.)

1. A real estate licensee may provide real estate service to any party in a prospective transaction without an agency or fiduciary relationship to one or more parties to the transaction. Such licensee shall be called a transaction broker.

2. A transaction broker shall have the following duties and obligations:

(A) To perform the terms of any written or oral agreement made with any party to the transaction;

(B) To exercise reasonable skill, care and diligence as a transaction broker, including but not limited to:

(i) Presenting all written offers and counteroffers in a timely manner regardless of whether the property is subject to a contract for sale or lease or a letter of intent unless otherwise provided in the agreement entered with the party;

(ii) Informing the parties regarding the transaction and suggesting that such parties obtain expert advice as to material matters about which the transaction broker knows but the specifics of which are beyond the expertise of such broker;

(iii) Accounting in a timely manner for all money and property received;

(iv) To disclose to each party to the transaction any adverse material facts of which the licensee has actual notice or knowledge;

(v) Assisting the parties in complying with the terms and conditions of any contract;

(vi) The parties to a transaction brokerage transaction shall not be liable for any acts of the transaction broker.

3. The following information shall not be disclosed by a transaction broker without the informed consent of the party or parties disclosing such information to the broker;

(A) That a buyer or tenant is willing to pay more than the purchase price or lease rate offered for the property;

(B) That a seller or landlord is willing to accept less than the asking price or lease rate for the property;

(C) What the motivating factors are for any party buying, selling or leasing the property;

(D) That a seller or buyer will agree to financing terms other than those offered;

(E) Any confidential information about the other party, unless disclosure of such information is required by law, statute, rules or regulations or failure to disclose such information would constitute fraud or dishonest dealing.

4. A transaction broker has no duty to conduct an independent inspection or investigation for adverse material facts for the parties.

5. A transaction broker has no duty to conduct an independent investigation of the buyer's financial condition.

6. A transaction broker may do the following without breaching any obligation or responsibility:

(A) Show alternative properties not owned by the seller or landlord to a prospective buyer or tenant;

(B) List competing properties for sale or lease;

(C) Show properties in which the buyer or tenant is interested to other prospective buyers or tenants;

(D) Serve as a single agent, subagent or designated agent or broker, limited agent, disclosed dual agent for the same or for different parties in other real estate transactions.

7. In a transaction broker relationship each party and the transaction broker, including all persons within an entity engaged as the transaction broker if the transaction broker is an entity, are considered to possess only actual knowledge and information. There is no imputation of knowledge or information by operation of law between any party and the transaction broker or between any party and any person within an entity engaged as the transaction broker if the transaction broker is an entity.

8. A transaction broker may cooperate with other brokers and such cooperation does not establish an agency or subagency relationship.

9. Nothing in this section prohibits a transaction broker from acting as a single limited agent, dual agent or subagent whether on behalf of a buyer or seller, as long as the requirements governing disclosure of such fact are met.

10. Nothing in this section alters or eliminates the responsibility of a broker as set forth in this section for the conduct and actions of a licensee operating under the broker's license.

11. A transaction broker shall:

(A) Comply with all applicable requirements of sections 339.710 to 339.860, subsection 2 of section 339.010 and all rules and regulations promulgated pursuant to such sections; and

(B) Comply with any applicable federal, state and local laws, rules, regulations and ordinances, including fair housing and civil rights statutes and regulations.



Seller's Agency Listing Contract (Exclusive Right to Sell)

This document has legal consequences. If you do not understand it, consult your attorney.

1 Lake Area Community Development Center (whether one or more, "Owner")
2 hereby representing to be all of the owners of the following described Property, hereby appoints (Insert Brokerage Co. name)
3 Ozark Empire Realty ("REALTOR®"), as
4 the sole and exclusive agent with exclusive right to sell, to find a buyer for the following property (the "Property"):

5 TBD (example contract) MO
6 Street Address City Zip Code County

7 (check box if legal description attached. If no legal description is provided, then the legal description on Owner's vesting
8 deed(s) to govern, which may however be confirmed by a survey, if any, obtained pursuant to a sale contract for the Property
9 hereafter entered into by Owner) for the period beginning with the Effective Date and ending at 11:59 p.m. on
10 TBD (together with any written extension thereof, the "Listing Period") at the sale price
11 of \$ TBD and terms of cash, or for any other price or terms to which Owner shall consent, and under
12 the following special terms (if any): Example contract for selling a spec home for this not for profit foundation
13 Owner acknowledges that the efforts and endeavors of REALTOR® to procure a buyer, by expenditure of time and money,
14 through advertising, co-brokers or otherwise, shall constitute good and sufficient consideration for this Listing Contract. Owner
15 will refer all inquiries and prospects Owner may receive during the Listing Period, from any source, to REALTOR® to avoid the
16 possibility of confusion over agency relationship and misunderstandings about liability for compensation.

17 **BROKER COMPENSATION, COOPERATION AND SHARED COMPENSATION POLICY. Note: The amount or rate of**
18 **broker compensation (including shared compensation) is not set by law. Broker compensation includes real estate**
19 **commissions and all other fees paid to a broker. They are set by each broker individually and may be negotiable.**

20 If a ready, willing and able buyer is procured by REALTOR®, its affiliated licensee(s), Owner, or any other broker or person
21 during the Listing Period, then Owner shall pay to REALTOR® 4% (indicate % of sales price, or
22 specific dollar amount) as compensation due REALTOR® for services rendered hereunder. Such compensation shall also be
23 paid if the Property is exchanged, optioned, sold, conveyed or otherwise transferred within 90 days after
24 expiration of the Listing Period (the "Protection Period") to anyone who was introduced to the Property by anyone during the
25 Listing Period; provided Owner has received notice in writing, including the name of the prospective buyers, before or upon
26 expiration of the Listing Period. It is understood and agreed that REALTOR®'s presentation of an offer during the Listing
27 Period shall constitute notice hereunder with respect to the prospects identified thereon. However, Owner shall not be
28 obligated to pay such compensation if a new valid exclusive listing contract is entered into during the Protection Period with
29 another licensed real estate broker, the exchange, option, sale, conveyance, or transfer of the Property is made during the
30 Protection Period, and Owner pays the new listing broker a commission on the closing of that transaction.

31 In addition, Owner agrees to pay REALTOR®, as additional compensation due REALTOR® for services rendered hereunder,
32 an amount equal to \$ ZERO (insert dollar amount, or "N/A" if not applicable). This portion of the
33 compensation shall be due and payable to REALTOR® (check whichever applies):

- 34 on the Effective Date of this Listing Contract, regardless of whether or not a ready, willing and able buyer is procured;
- 35 only if and on the same date that the other compensation above provided for is payable; or
- 36 not applicable.

37 REALTOR®'s company policy authorizes REALTOR® or REALTOR®'s representatives to cooperate with other brokers acting
38 pursuant to the following brokerage relationships, as defined by Section 339.710 RSMo. (Insert shared compensation
39 amounts [or "zero"] below to indicate that such cooperation is authorized by REALTOR®'s company policy. Insert "N/A" below
40 to indicate that such cooperation is not authorized, whether by company policy or otherwise. Note: Even if compensated by
41 REALTOR® or Owner, it is understood that cooperating brokers may represent the interests of buyers only).

42 If REALTOR®'s company policy authorizes any such cooperation, then the amount of compensation that will be offered/shared
43 by REALTOR® shall be as follows (indicate a specific dollar amount, or the percentage of sale price, that will be offered for
44 each applicable cooperating brokerage relationship. Also specify if REALTOR®'s company policy regarding shared
45 compensation differs as to brokers who are not participants in the Multiple Listing Service in which REALTOR® is a participant
46 ("MLS"); excludes particular brokers, whether or not participants in the MLS; or is otherwise limited):

- 47 \$0 or 0 % of sale price to subagents of REALTOR®; (i.e., limited agents representing Owner);
- 48 \$0 or 2.5 % of sale price to buyer's agents; (i.e., limited agents representing prospective buyers);
- 49 \$0 or 2.0 % of sale price to transaction brokers; (i.e., neutral licensees representing neither party).

50 (check only if applicable) REALTOR®'s offer of compensation is not available to brokers other than MLS participants.
51 (check only if applicable) REALTOR®'s offer of compensation excludes the following specific brokers; or is otherwise
52 limited (explain):

53 **DISCLOSURE AUTHORIZATIONS. Owner (check one)**

54 **Motivating Factors.** DOES DOES NOT permit REALTOR® to disclose the following motivating factors for Owner in
55 selling the Property:

56 **Offers.** DOES DOES NOT permit REALTOR® to disclose the existence of offers on the Property.

57 **Terms.** DOES DOES NOT permit REALTOR® to disclose the terms of offers on the Property; provided, however, that
58 REALTOR® is permitted to disclose such terms as may be required by the MLS, applicable brokerage law or the National
59 Association of REALTORS® Code of Ethics and Standards of Practice (e.g., that the Property is "under contract").

60 **Love Letters.** DOES DOES NOT permit REALTOR® to accept or provide to Owner any "Love Letter" that is submitted
61 along with or as part of any offer to purchase the Property or otherwise. (Please see General Condition 13 and DSC-1010).

62 **CURRENT EXCLUSIVE REPRESENTATION AGREEMENT.** Owner (check one) IS IS NOT a party to any other
63 exclusive representation agreement with respect to the sale of the Property. If Owner is a party to such an exclusive
64 representation agreement, such agreement ends (date) _____.

65 **GENERAL CONDITIONS**

66 **1. Owner Disclosures.**

67 **A. Property Data and Disclosure Statement.** Owner acknowledges having read and approved the information
68 contained in the Property Data Form (if any) regarding the Property, and that REALTOR® is authorized to rely upon said
69 information in advertising and promoting the Property. Owner (check one) DOES DOES NOT agree to complete and
70 deliver to REALTOR® a Disclosure Statement form. Owner authorizes REALTOR® to provide to prospects, inspectors,
71 appraisers and prospective lenders and insurance companies, any such Disclosure Statement and information contained in
72 any such Property Data Form. Owner represents that all information in the Disclosure Statement and Property Data Form (if
73 any) is (or when delivered will be) true and accurate to the best knowledge of Owner, and that Owner will fully and promptly
74 disclose in writing to REALTOR® any new information pertaining to the Property that is discovered by or made known to
75 Owner at any time prior to closing or settlement and constitutes an adverse material fact or would make any existing
76 information in the Disclosure Statement or Data Form false or materially misleading, and to sign such revised form(s) as may
77 be necessary. Owner further agrees to promptly furnish REALTOR® with all inspection reports (if any) regarding the Property,
78 and authorizes REALTOR® to disclose and provide such reports to prospects.

79 **B. Notice of Intended Sale.** Owner acknowledges that under § 429 RSMo., if Owner has contracted with anyone
80 for the provision of work, labor or materials for the property, owner may be required to post and record a “notice of intended
81 sale” at least 45 days before the earliest date on which the owner intends to close, in order to assure that the owner can
82 deliver clear title at closing. If work, labor or materials have been provided, owner should seek advice to comply with this law.

83 **C. Lead-Based Paint Disclosure.** (Check (1) or (2))
84 (1) Owner represents that the sale or lease of the above Property is exempt from the disclosure obligations under 42
85 U.S.C. 4852d because (a) the Property is not residential real Property or (b) the Property was constructed in 1978 or later, or
86 (c) other (Describe) _____.
87 (2) The sale or lease of this Property is not exempt from the disclosure obligations under 42 U.S.C. 4852d.
88 See Lead-Based Paint Disclosure Form.

89 **D. Representations.** Owner represents that, except as may be noted on a Disclosure Statement, Property
90 Data Form or otherwise in writing: (1) Owner knows of no actual or proposed special subdivision, homeowner’s association or
91 condominium assessments; (2) Owner knows of no other adverse material facts which negatively affect the value of the
92 Property; and (3) to the best of Owner’s knowledge, all of the mechanical elements of the Property and the appliances being
93 sold therewith are in proper working condition or will be restored as may be required pursuant to the terms of any sale or other
94 contract entered into by Owner affecting the Property and governed by this Listing Contract. These representations shall not
95 be construed to be a warranty of condition, but only of the knowledge and opinion of Owner. Owner agrees to fully inform and
96 advise REALTOR® if there is a likelihood that Owner’s net sale proceeds will be insufficient to pay off at closing, all loans
97 secured by the Property plus any liens and closing costs. In such case, it may be necessary to attach MAR form MSC-1025
98 (Short Sale Supplement to Listing Contract).

99 Owner represents that Owner (check one) is is not a “foreign person” as described in the Foreign Investment in Real
100 Property Tax Act (“FIRPTA”), 26 U.S.C. §1445. A “foreign person” is a nonresident alien individual, foreign corporation that has
101 not made an election to be treated as a domestic corporation, foreign partnership, trust or estate. It does not include a U.S.
102 citizen or resident alien individual. If Owner is a foreign person as defined in FIRPTA, then (among other things) mandatory
103 withholding of funds from the sale proceeds may be required, unless an exception applies or Owner provides written
104 documentation from the IRS that withholding is not required prior to Closing. For more information on FIRPTA, see
105 <https://www.irs.gov/individuals/international-taxpayers/firpta-withholding>. Due to the complexity and potential risks of FIRPTA,
106 Owner should seek legal and tax advice regarding compliance, particularly if an exception is claimed to apply or to be relied upon.

107 **E. Indemnity.** Owner agrees to hold REALTOR®, all cooperating brokers and their respective affiliated licensees
108 and employees harmless for any damages, actions, claims, demands, suits, losses or expenses (including reasonable
109 attorney’s fees) arising out of any misrepresentation, nondisclosure or concealment by Owner in connection with the sale or
110 lease of the Property, including without limitation, the inaccuracy of information contained in any Property Data Form or
111 Disclosure Statement or otherwise provided or omitted by Owner. Owner agrees to thoroughly review all listing information
112 prepared by REALTOR® and advise REALTOR® immediately in writing of any errors or omissions. Owner agrees that Owner
113 will personally assume all responsibility for any claims made by a buyer, tenant or other third party at any time with respect to
114 any omissions or errors contained in any information provided to REALTOR®. REALTOR® shall not be responsible in any
115 manner for any such errors or omissions.

116 **2. Title/Survey.** Owner shall furnish an abstract certified to date showing marketable title, a policy of title insurance, or
117 evidence of insurability, and shall convey the Property if and when sold by a good and sufficient warranty deed as may be
118 required pursuant to the terms of any sale or other contract affecting the Property and governed by this Listing Contract.
119 Owner agrees to promptly furnish REALTOR® with a copy of any available survey report.

120 **3. Taxes and Assessments.** Owner shall pay in full all state, county and municipal taxes and assessments, general
121 and special, which are a lien on the Property, except taxes for the calendar year in which the closing occurs, which shall be
122 prorated as of the date of delivery of the deed. If the current amount of taxes cannot be then ascertained, proration may be
123 computed on the amount of taxes for the preceding calendar year.

124 **4. Earnest Money/Liquidated Damages.** Owner authorizes REALTOR® to accept earnest money to be applied on the
125 sale price and to place the earnest money in an escrow account until closing, or as otherwise directed in any contract
126 accepted by Owner. Unless subsequently agreed to the contrary in a written agreement specifically mentioning and amending
127 this General Condition 4, in the event of nonperformance by a buyer under a contract, through no fault of REALTOR®, any
128 earnest money surrendered to Owner shall go first toward reimbursing expenses of Owner or REALTOR® incurred in

129 connection with such contract and the balance to be paid one-half (1/2) to Owner and one-half (1/2) to REALTOR® in lieu of
130 further compensation; provided, however, REALTOR® shall in no event receive any more money in lieu of compensation than
131 the total amount agreed to herein as compensation for brokerage services.

132 **5. MLS/Cooperation/Lock Boxes.** Owner authorizes REALTOR®: **(A)** to file part or all of the information set forth in
133 this Listing Contract with the MLS for dissemination to other MLS participants in accordance with the rules of the MLS and any
134 agreements between REALTOR® and individual participants, and to provide such participants, the Association/Boards of
135 REALTORS®, their members, member prospects, appraisers and other professional users of real estate sales data, with
136 information, including the sale price and Property address, both prior to and after the closing of any sale of the Property; **(B)** to
137 cooperate with and offer compensation to other brokers acting pursuant to any brokerage relationship in accordance with
138 REALTOR®'s company policy as set forth herein; and **(C)** to place a lock box on the Property, which allows REALTOR® and
139 authorized cooperating brokers access to keys to the Property. Owner shall, without limitation, indemnify and hold harmless
140 REALTOR®, the Association/Boards of REALTORS®, the participants, lock box manufacturer and lock box distributor/service
141 center against and from any and all actions, suits, expenses, damages and liabilities, including attorney's fees, arising out of,
142 connected with or resulting from the use of a lock box. Owner shall not, however, indemnify or hold lock box users harmless
143 for claims arising out of the intentional or grossly negligent acts of the lock box users.

144 **6. Advertising.** Owner authorizes REALTOR® to take and use photographs and videotapes of the interior and exterior
145 of the improvements located on the Property, to place a "For Sale" sign on the Property, to remove all other signs, and to
146 otherwise advertise the Property in any manner deemed wise by REALTOR®, including but not limited to (unless specified
147 otherwise) advertising on the Internet, virtual tours, web-sites, trade journals and any other medium, and communications via
148 e-mail and facsimile.

149 **7. Inspections/Access.** Owner authorizes: **(A)** REALTOR®, cooperating brokers and their respective licensee(s) to
150 show the Property to prospects; and **(B)** the foregoing, plus such prospects and their lenders, appraisers and inspectors, to
151 make, or allow third parties to make, such inspections of the Property as are deemed necessary, including but not limited to
152 taking photographs or videotapes of the interior and exterior of the improvements located on the Property; upon reasonable
153 notice to Owner and at all reasonable times. Owner should remove any items of a personal nature that Owner does not want
154 to be photographed, recorded or transmitted (e.g., family photos, paperwork and other personally identifiable information).
155 Owner will arrange, at Owner's expense, to have all utilities turned on during any inspection and "walk-through" of the
156 Property. If the Property is vacant as of or prior to the time scheduled for closing of a sale contract, then the buyer under
157 contract shall have the right to have the utilities transferred to said buyer within _____ days (*4 days if none stated*) prior to
158 said closing. The opinions resulting from such inspections may be disclosed to interested parties. Owner agrees to remove or
159 secure and (if Owner so desires) insure all property and valuables (including but not limited to firearms, money, medicine and
160 jewelry), to assume the risk for any vandalism, theft or damage of any kind, and to maintain the Property in good repair
161 through the date of closing.

162 Owner also acknowledges that it is impossible for REALTOR® to screen and/or monitor all individuals who may access the
163 Property (e.g. buyer prospects and agents, inspectors, appraisers, contractors and others) in order to complete a sale and
164 closing. Accordingly, Owner assumes the risk of, and hereby releases and agrees to hold REALTOR®, its agents and
165 employees harmless from and against, any and all claims and liability resulting from exposure to any airborne virus or other
166 disease-causing organism or object (e.g., the flu or COVID-19) as a consequence of such access.

167 **8. Recordings Within the Property.** Owner understands recording, remote monitoring or transmitting audio or video of
168 prospective purchasers or their representatives may result in a violation of State, Local and/or Federal laws. Owner hereby
169 releases and indemnifies REALTOR®, its agents and employees, from any liability which may result from Owner's recording,
170 monitoring or transmitting of audio or video on the Property, and from any other person photographing, recording or
171 transmitting any audio, images or video of the Property.

172 **9. Warranty Program.** Owner acknowledges the availability of home warranty protection plans, and agrees to
173 (*check one*): offer a warranty plan; not offer a warranty plan; consider at a later date. If Owner agrees to offer a
174 warranty plan, a separate application defining the coverage of the program will be signed and REALTOR® may receive a fee
175 from the warranty company to cover processing and administration of the plan.

176 **10. Legal and Professional Advice.** REALTOR® suggests Owner seek legal, tax and other professional advice relative
177 to any real estate transaction. REALTOR® makes no representation or warranty respecting the advisability of any transaction,
178 and is not an expert in matters relating to law, tax, financing, surveying, structural or mechanical condition, hazardous
179 materials, engineering or other specialized topics. Owner is encouraged to seek expert help in such areas. REALTOR® will
180 cooperate with experts selected and engaged by Owner, but REALTOR® shall have no liability pertaining to such matters.

181 **11. Default/Remedies.** If Owner shall breach this Listing Contract or it becomes necessary for REALTOR® to retain an
182 attorney to enforce any of the terms hereof, then without limiting any other right or remedy hereunder or otherwise available at
183 law or in equity, REALTOR® shall be entitled to recover all costs and expenses of litigation incurred, including but not limited
184 to court costs and reasonable attorney fees. The provisions of this Section shall survive the expiration or any earlier
185 termination of this Listing Contract.

186 **12. Franchise Disclosure.** (*REALTOR® to check box only if applicable*).
187 REALTOR® is a member of a franchise and pursuant to the terms of its franchise agreement, the franchisor has no legal
188 liability for the actions of REALTOR®, despite its use of franchisor's trade name or insignia.

189 **13. Equal Opportunity.** The Property shall be offered for sale without regard to race, color, religion, sex,
190 disability/handicap, familial status, national origin, sexual orientation, or gender identity, and in accordance with all local, state,
191 and federal fair housing laws. REALTOR® will comply with Owner's instructions (as set forth on page 1 or subsequently in
192 writing) with respect to any "Love Letter", picture or photograph that accompanies or is made to be part of any offer received
193 with respect to the Property. REALTOR® advises that no "Love Letter" be presented to Owner, and that any "Love Letter" be
194 returned to the offeror (potential buyer), even if it cannot be separated from the offer. A "Love Letter" is a personal letter
195 written by buyers, often with photos attached, in the hopes that offer will "stand out". These letters can reveal information

196 about a buyer (such as the above protected classes) which should not be considered by Owner in choosing among competing
197 offers. (See DSC-1010)

198 **14. Owner Consent to Brokerage Relationships:**

199 **A. Seller Limited Agency as Starting Point; Effect of In-House Sales.** Pursuant to this Listing Contract,
200 REALTOR® will initially be acting in the capacity of Owner's limited agent, with the duties and obligations of a seller's limited
201 agent under Missouri law as set forth following the parties' signatures below. However, Owner acknowledges that from time to
202 time, a prospective buyer may engage REALTOR® to act in one of several possible capacities with respect to that buyer,
203 depending on what brokerage relationships are permitted by REALTOR®'s company policy. The following subsections
204 describe circumstances where Missouri law may permit or require a conversion of REALTOR®'s brokerage relationship with
205 Owner to a different brokerage relationship. Complete each subsection. Disclosure of any conversion to a different brokerage
206 relationship shall be made upon its occurrence as may be required by rule or regulation.

207 **The following is to be completed only if designated agency is permitted and authorized as of the Effective Date.**
208 REALTOR® hereby appoints the following affiliated licensee(s) as designated agent(s) to represent Owner to the exclusion of
209 all other affiliated licensees:

210 _____
211 _____

212 By: Date: _____
213

213 **Designated Broker (or office manager/supervising broker)**

214 **B. Conversion to Dual Agency Where REALTOR® Is Engaged by Buyer to Act as Buyer's Agent.** If a
215 prospective buyer has engaged REALTOR® to act in the capacity of a buyer's agent, Missouri law permits REALTOR® to
216 show the Property to and otherwise represent the buyer, as a dual agent representing both Owner and the buyer, with the
217 written consent of all parties. In such case, REALTOR® may act as a dual agent with the duties and obligations of a dual
218 agent under Missouri law as set forth following the parties' signatures below.

219 Does Owner consent to REALTOR® representing both Owner and a buyer as a dual agent? (Check one of the following):

220 Yes No Not applicable because dual agency is not offered by REALTOR®'s company policy.

221 **C. Designated Agents for Owner and Buyer; Possible Conversion to Dual Agency or Transaction Brokerage.**
222 Missouri law permits REALTOR® to appoint one or more licensees affiliated with REALTOR® as designated agent(s), to
223 represent Owner as limited agent(s), to the exclusion of all other affiliated licensees.

224 Does Owner consent to REALTOR®'s appointment of designated agent(s)? (Check one of the following):

225 Yes No Not applicable because designated agency is not offered by REALTOR®'s company policy.

226 An individual broker, designated broker or office manager/supervising broker affiliated with REALTOR® shall not be
227 considered to be a dual agent or transaction broker solely because such broker has appointed one or more affiliated
228 licensee(s) to represent Owner to the exclusion of all other affiliated licensees of REALTOR®; however, any licensee who
229 personally represents both Owner and the buyer in the same transaction shall be a dual agent or a transaction broker.
230 Further, if such broker supervises the licensees for both sides of a transaction, that broker will be a dual agent or a transaction
231 broker upon learning confidential information about either party to a transaction or upon being consulted by any licensee
232 involved in the transaction. Also, when the broker supervises the licensee representing or assisting one (1) side of the
233 transaction and personally represents or assists the other side, that broker will be a dual agent or a transaction broker. Any
234 such broker or licensee shall be required to comply with the provisions regarding dual agent or transaction brokers under
235 Missouri law as set forth following the parties' signatures below.

236 **D. Conversion to Transaction Brokerage Where REALTOR® Is Engaged by Buyer to Act as Buyer's Agent or**
237 **Transaction Broker.** If a prospective buyer has engaged REALTOR® to act in the capacity of buyer's agent or transaction
238 broker, Missouri law permits REALTOR® to show the Property to and otherwise assist the buyer, as a transaction broker
239 assisting both Owner and the buyer without an agency relationship to either of them, with the written consent of all parties. In
240 such case, REALTOR® may act as a transaction broker with the duties and obligations of a transaction broker under Missouri
241 law as set forth following the parties' signatures below. **Note:** If REALTOR® wishes to convert to transaction brokerage but
242 Owner does not consent to such conversion, then REALTOR® may without liability withdraw from representing Owner. Such
243 withdrawal shall not prejudice the ability of REALTOR® to continue to represent the other client in the transaction or limit
244 REALTOR® from representing Owner in another transaction not involving transaction brokerage.

245 Does Owner consent to REALTOR® assisting both Owner and a buyer as a transaction broker? (Check one of the following):

246 Yes No Not applicable because transaction brokerage is not offered by REALTOR®'s company policy.

247 **E. Designated Transaction Broker for Owner and Buyer.** Missouri law permits REALTOR® to appoint one or
248 more licensees affiliated with REALTOR® as designated transaction broker(s), to assist Owner without an agency relationship,
249 to the exclusion of all other affiliated licensees.

250 Does Owner consent to REALTOR®'s appointment of designated transaction broker(s)? (Check one of the following):

251 Yes No Not applicable because designated transaction brokerage is not offered by REALTOR®'s company policy.

252 **15. Minimum Brokerage Services (§339.780.7 RSMo.).** Owner acknowledges having read the applicable "Duties and
253 Obligations" on the following pages of this form, and that pursuant to Missouri law, REALTOR®, through its designated broker
254 and/or through one or more affiliated licensees, shall provide, at a minimum, the following services:

- 255 1. Accept delivery of and present to Owner or customers offers and counteroffers to buy, sell, or lease Owner's
256 Property;
- 257 2. Assist Owner or customers in developing, communicating, negotiating, and presenting offers, counteroffers, and
258 notices that relate to the offers and the counteroffers until a lease or purchase agreement is signed and all
259 contingencies are satisfied or waived; and

260 3. Answer Owner or customer questions relating to the offers, counteroffers, notices, and contingencies.
261 **16. Licensee Personal Interest Disclosure.** (complete only if applicable)
262 _____ (insert name of licensee)

263 is a real estate broker or salesperson, and is (check one or more, as applicable):
264 a party to this transaction;
265 a principal of and/or has a direct or indirect ownership interest in Seller Buyer, and/or
266 an immediate family member of Seller Buyer.

267 **17. Special Agreements.** _____
268 _____
269 _____
270 _____
271 _____
272 _____
273 _____
274 _____
275 _____
276 _____

277 **18. Signatures.** This Listing Contract may be executed in multiple counterparts, each of which shall be deemed an
278 original, but all of which shall constitute one and the same instrument. For purposes of executing this Listing Contract, a
279 document signed and/or transmitted by any electronic form deemed valid in accordance with the Missouri Uniform Electronic
280 Transactions Act, including but not limited to by facsimile machine, digital signature or a scanned image, such as a pdf via e-
281 mail, is to be treated as an original signature and document. At the request of any party, the others will confirm facsimile or
282 scanned image signatures by signing an original instrument.

283 (**Check Box only if applicable**) By checking this box, Owner and REALTOR® expressly acknowledge and agree that
284 changes to this Listing Contract may be made by the persons identified below via email sent to and from their respective email
285 addresses set forth below.

286 **19. Effective Date.** The "Effective Date" shall be the date of final acceptance hereof, as indicated by the date adjacent
287 to the signature of the last party to sign this Listing Contract or (specify if otherwise) _____.

LISTING CONTRACT ACCEPTED

289 *By signing below, Owner indicates that Owner has ACCEPTED this Listing Contract and acknowledges receipt of one (1) copy*
290 *hereof. Owner also confirms receipt of a Missouri Real Estate Commission Broker Disclosure Form on or before signing this Listing*
291 *Contract, or upon REALTOR®'s obtaining any personal or financial information, whichever occurred first.*

292	Ozark Empire Realty _____	Owner: <input type="text"/>
293	Insert Listing REALTOR®'s printed Firm Name	Print Name: _____
294		Email Address: _____
295	By: <input type="text"/>	Date: _____
296	Name: Cricket Staggs _____	Owner's Address: _____
297	Email Address: Cricket@ozarkempirerealty.com _____	Owner: <input type="text"/>
298	Title: _____	Print Name: _____
299	Date: _____	Email Address: _____
300		Date: _____
301		Owner's Address: _____

302 (If applicable, insert additional name, title and email address
303 of Broker and/or Agent authorized to make changes by email)

304	Name: _____	Owner: <input type="text"/>
305	Title: _____	Print Name: _____
306	Email Address: _____	Email Address: _____
307		Date: _____
		Owner's Address: _____

SELLER'S (OR LANDLORD'S) AGENT'S DUTIES AND OBLIGATIONS (§ 339.730, RSMo.)

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 duties and obligations:
 - (A) To perform the terms of the written agreement made with the client;
 - (B) To exercise reasonable skill and care for the client;
 - (C) To promote the interests of the client with the utmost good faith, loyalty, and fidelity, including:
 - (i) Seeking a price and terms which are acceptable to the client, except that the licensee shall not be obligated to seek additional offers to purchase the Property while the Property is subject to a contract for sale or to seek additional offers to lease the Property while the Property is subject to a lease or letter of intent to lease;
 - (ii) Presenting all written offers to and from the client in a timely manner regardless of whether the Property is subject to a contract for sale or lease or a letter of intent to lease;
 - (iii) Disclosing to the client all adverse material facts actually known or that should have been known by the licensee; and
 - (iv) Advising the client to obtain expert advice as to material matters about which the licensee knows but the specifics of which are beyond the expertise of the licensee.
 - (D) To account in a timely manner for all money and Property received;
 - (E) To comply with all requirements of sections 339.710 to 339.860, subsection 2 of section 339.100, and any rules and regulations promulgated pursuant to those sections; and
 - (F) To comply with any applicable federal, state, and local laws, rules, regulations, and ordinances, including fair housing and civil rights statutes and regulations.

2. A licensee acting as a seller's or landlord's agent shall not disclose any confidential information about the client unless disclosure is required by statute, rule or regulation or failure to disclose the information would constitute a misrepresentation or unless disclosure is necessary to defend the affiliated licensee against an action of wrongful conduct in an administrative or judicial proceeding or before a professional committee. No cause of action shall arise against a licensee acting as a seller's or landlord's agent for making any required or permitted disclosure.

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 to any customer all adverse material facts actually known or that should have been known by the licensee. A seller's or landlord's agent owes no duty to conduct an independent inspection or discover any adverse material facts for the benefit of the customer and owes no duty to independently verify the accuracy or completeness of any statement made by the client or any independent inspector.

4. A seller's or landlord's agent may show alternative properties not owned by the client to prospective buyers or tenants and may list competing properties for sale or lease without breaching any duty or obligation to the client.

5. A seller or landlord may agree in writing with a seller's or landlord's agent that other designated brokers may be retained 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.

DUAL AGENT'S DUTIES AND OBLIGATIONS (§ 339.750, RSMo.)

A dual agent shall be a limited agent for both the seller and buyer or the landlord and tenant and shall have the following duties and obligations:

1. Except as provided below, a dual agent may disclose any information to one client that the licensee gains from the other client if the information is material to the transaction unless it is confidential information as defined in section 339.710(8), R.S.Mo.
2. The following information shall not be disclosed by a dual agent without the consent of the client to whom the information pertains:
 - (A) That a buyer or tenant is willing to pay more than the purchase price or lease rate offered for the Property;
 - (B) That a seller or landlord is willing to accept less than the asking price or lease rate for the Property;
 - (C) What the motivating factors are for any client buying, selling, or leasing the Property;
 - (D) That a client will agree to financing terms other than those offered; and
 - (E) The terms of any prior offers or counter offers made by any party.
3. A dual agent shall not disclose to one client any confidential information about the other client unless the disclosure is required by statute, rule or regulation or failure to disclose the information would constitute a misrepresentation or unless disclosure is necessary to defend the affiliated licensee against an action of wrongful conduct in an administrative or judicial proceeding or before a professional committee. No cause of action for any person shall arise against a dual agent for making any required or permitted disclosure. A dual agent does not terminate the dual agency relationship by making any required or permitted disclosure.
4. In a dual agency relationship there shall be no imputation of knowledge or information between the client and the dual agent or among persons within an entity engaged as a dual agent.

TRANSACTION BROKER'S DUTIES AND OBLIGATIONS (§ 339.755, RSMo.)

1. A real estate licensee may provide real estate service to any party in a prospective transaction without an agency or fiduciary relationship to one or more parties to the transaction. Such licensee shall be called a transaction broker.

2. A transaction broker shall have the following duties and obligations:

(A) To perform the terms of any written or oral agreement made with any party to the transaction;

(B) To exercise reasonable skill, care and diligence as a transaction broker, including but not limited to:

(i) Presenting all written offers and counteroffers in a timely manner regardless of whether the Property is subject to a contract for sale or lease or a letter of intent unless otherwise provided in the agreement entered with the party;

(ii) Informing the parties regarding the transaction and suggesting that such parties obtain expert advice as to material matters about which the transaction broker knows but the specifics of which are beyond the expertise of such broker;

(iii) Accounting in a timely manner for all money and Property received;

(iv) To disclose to each party to the transaction any adverse material facts of which the licensee has actual notice or knowledge;

(v) Assisting the parties in complying with the terms and conditions of any contract;

(vi) The parties to a transaction brokerage transaction shall not be liable for any acts of the transaction broker.

3. The following information shall not be disclosed by a transaction broker without the informed consent of the party or parties disclosing such information to the broker;

(A) That a buyer or tenant is willing to pay more than the purchase price or lease rate offered for the Property;

(B) That a seller or landlord is willing to accept less than the asking price or lease rate for the Property;

(C) What the motivating factors are for any party buying, selling or leasing the Property;

(D) That a seller or buyer will agree to financing terms other than those offered;

(E) Any confidential information about the other party, unless disclosure of such information is required by law, statute, rules or regulations or failure to disclose such information would constitute fraud or dishonest dealing.

4. A transaction broker has no duty to conduct an independent inspection or investigation for adverse material facts for the parties.

5. A transaction broker has no duty to conduct an independent investigation of the buyer's financial condition.

6. A transaction broker may do the following without breaching any obligation or responsibility:

(A) Show alternative properties not owned by the seller or landlord to a prospective buyer or tenant;

(B) List competing properties for sale or lease;

(C) Show properties in which the buyer or tenant is interested to other prospective buyers or tenants;

(D) Serve as a single agent, subagent or designated agent or broker, limited agent, disclosed dual agent for the same or for different parties in other real estate transactions.

7. In a transaction broker relationship each party and the transaction broker, including all persons within an entity engaged as the transaction broker if the transaction broker is an entity, are considered to possess only actual knowledge and information. There is no imputation of knowledge or information by operation of law between any party and the transaction broker or between any party and any person within an entity engaged as the transaction broker if the transaction broker is an entity.

8. A transaction broker may cooperate with other brokers and such cooperation does not establish an agency or subagency relationship.

9. Nothing in this section prohibits a transaction broker from acting as a single limited agent, dual agent or subagent whether on behalf of a buyer or seller, as long as the requirements governing disclosure of such fact are met.

10. Nothing in this section alters or eliminates the responsibility of a broker as set forth in this section for the conduct and actions of a licensee operating under the broker's license.

11. A transaction broker shall:

(A) Comply with all applicable requirements of sections 339.710 to 339.860, subsection 2 of section 339.010 and all rules and regulations promulgated pursuant to such sections; and

(B) Comply with any applicable federal, state and local laws, rules, regulations and ordinances, including fair housing and civil rights statutes and regulations.

MISSOURI BROKER DISCLOSURE FORM



This disclosure is to enable you, a prospective buyer, seller, tenant or landlord of real estate, to make an informed choice BEFORE working with a real estate licensee.

Missouri law allows licensees to work for the interest of one or both of the parties to the transaction. The law also allows the licensee to work in a neutral position. How the licensee works depends on the type of brokerage service agreements involved. Since the sale or lease of real estate can involve several licensees it is important that you understand what options are available to you regarding representation and to understand the relationships among the parties to any transaction in which you are involved.

Missouri laws require that if you want representation, you must enter into a written agreement. This may or may not require you to pay a commission. You do not need to enter into a written agreement with a transaction broker unless you intend to compensate this licensee. These agreements vary and you may also want to consider an exclusive or nonexclusive type of relationship.

If you choose not to be represented by an agent, the licensee working with you may be working for the other party to the transaction.

CHOICES AVAILABLE TO YOU IN MISSOURI

Seller's or Landlord's Limited Agent

Duty to perform the terms of the written agreement made with the seller or landlord, **to exercise reasonable skill and care for the seller or landlord, and to promote the interests of the seller or landlord** with the utmost good faith, loyalty and fidelity in the sale, lease, or management of property.

Information given by the buyer/tenant to a licensee acting as a Seller's or Landlord's Limited Agent will be disclosed to the seller/landlord.

Buyer's or Tenant's Limited Agent

Duty to perform the terms of the written agreement made with the buyer or tenant, **to exercise reasonable skill and care for the buyer or tenant and to promote the interests of the buyer or tenant** with the utmost good faith, loyalty and fidelity in the purchase or lease of property.

Information given by the seller/landlord to a licensee acting as a Buyer's or Tenant's Limited Agent will be disclosed to the buyer/tenant.

Sub-Agent (Agent of the Agent)

Owes the same obligations and responsibilities as the Seller's or Landlord's Limited Agent, or Buyer's or Tenant's Limited Agent.

Disclosed Dual Agent

With the written consent of all parties, represents both the seller and the buyer or the landlord and the tenant.

A Disclosed Dual Agent may disclose any information to either party that the licensee gains that is material to the transaction.

A dual agent may not disclose information that is considered confidential, such as:

- Buyer/Tenant will pay more than the purchase price or lease rate
- Seller/Landlord will accept less than the asking price or lease rate

- Either party will agree to financing terms other than those offered
- Motivating factors for any person buying, selling or leasing the property
- Terms of any prior offers or counter offers made by any party.

Designated Agent

Acts as your specific agent, whether you are a buyer or tenant, or seller or landlord. When the broker makes this appointment, the other real estate licensees in the company do not represent you.

There are two exceptions with both resulting in dual agency or transaction brokerage:

1. The agent representing you as a buyer or tenant is also the agent who listed the property you may want to buy or lease.
2. The supervising broker of two designated agents becomes involved in the transaction.

Transaction Broker

Does not represent either party, therefore, does not advocate the interest of either party.

A transaction broker is responsible for performing the following:

- Protect the confidences of both parties
- Exercise reasonable skill and care
- Present all written offers in a timely manner
- Keep the parties fully informed
- Account for all money and property received
- Assist the parties in complying with the terms and conditions of the contract
- Disclose to each party of the transaction any adverse material facts known by the licensee
- Suggest that the parties obtain expert advice.

A transaction broker shall not disclose:

- Buyer/Tenant will pay more than the purchase or lease price
- Seller/Landlord will accept less than the asking or lease price
- Motivating factors of the parties
- Seller/Buyer will accept financing terms other than those offered.

A transaction broker has no duty to:

- Conduct an independent inspection of, or discover any defects in, the property for the benefit of either party
- Conduct an independent investigation of the buyer's financial condition.

Other Agency Relationships

Missouri law does not prohibit written agency agreements which provide for duties exceeding that of a limited agent described in this pamphlet.

This brokerage authorizes the following relationships:

- Seller's Limited Agent
- Landlord's Limited Agent
- Buyer's Limited Agent
- Tenant's Limited Agent
- Sub-Agent
- Disclosed Dual Agent
- Designated Agent
- Transaction Broker
- Other Agency Relationship

Broker or Entity Name and Address

Ozark Empire Realty
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