



AUTHORIZATION TO SHOW PROPERTY



01 **INSTRUCTIONS:** This form is to be used when the property is not listed and the Owner is not willing to list the property or
 02 place it on the market generally, but would consider an offer to buy or lease. The Salesperson **MUST NEVER** show resi-
 03 dential property to a prospective Buyer/Tenant without written authorization from the Owner; to do so is in violation of the
 04 Rules and Regulations of the Missouri Real Estate Commission. **AFTER** the authorization is signed, the Broker may advise
 05 the Owner of the names of the prospects. Prospects shown the property should be registered in writing with the Owner.
 06 While not required, a Prospect Registration Form is available for that purpose. **A SELLER'S DISCLOSURE STATEMENT**
 07 **FORM MUST BE COMPLETED FOR THE BUYER'S REVIEW.**

08
 09 The undersigned Owner, being all the owners of the property located at:

10 _____ and described as

11 _____ (the "Property") hereby
 12 _____
 13 _____ (the "Property") hereby
 14 authorizes the Broker named below, the agents licensed under said Broker, subagents authorized by Broker, and cooperating
 15 brokers acting pursuant to any broker services relationship allowed under Missouri law, to show the Property to prospects for the
 16 purchase or lease thereof for a period of _____ days and after which time this authorization will terminate. This authorization does
 17 not permit media advertising or the placing of signs on the Property. This Agreement shall terminate if the Seller lists the property on
 18 an exclusive right to sell or exclusive agency listing agreement with another real estate broker. Owner shall notify Broker within 24
 19 hours of Owner listing the Property with another broker on such a basis. **This Agreement may be cancelled by either party**
 20 **with 30 days' written notice to the other party.** Broker is authorized to provide sales data to the Greater Springfield Board of
 21 REALTORS®, Inc.

22
 23 **1. PRICE:** \$ _____

24
 25 **2. FEE:** Owner agrees that if Owner sells or leases the property while this authorization is in effect, or within _____ days after
 26 the expiration of this authorization, to a prospect introduced to the Property by Broker, or its subagents, or other cooperating brokers,
 27 Owner will pay to Broker
 28 Base Fee \$ _____ plus
 29 _____% of the sale price option price total lease payments
 30 and shall include extensions, renewals, additions, and substitutions, less previous payments to be paid in cash on closing,
 31 unless otherwise provided herein.

32 Broker's compensation is payable even if this Agreement expires prior to closing. Broker may share compensation with cooper-
 33 ating brokers as follows:

34 _____
 35 _____

36
 37 **3. MOTIVATING FACTORS:** Owner (check one) (DOES) (DOES NOT) consent to Broker disclosing the following motivat-
 38 ing factors for Owner in selling the Property:
 39 _____
 40 _____

41
 42
 43
 44
 45 **4. DISCLOSURE OF PENDING OFFERS:** Owner (check one) (DOES) (DOES NOT) direct Broker to disclose the exis-
 46 tence of pending offers on the Property, with the understanding that as a REALTOR®, if Broker/Salesperson is directed to so disclose,
 47 they must also disclose whether the offer was obtained by the showing licensee, by another licensee in the showing firm, or by a
 48 cooperating broker.

49
 50 **5. SCOPE OF AUTHORIZATION:** This authorization is neither an exclusive right to sell nor an exclusive agency, and the Owner

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51 **PROPERTY ADDRESS:** _____

52
53 is free to deal with other Brokers or persons who have not been introduced to the Property by the Broker named below. Owner author-
54 izes Broker and its staff to photograph and/or video the Property and the exterior and interior of any improvements on the Property.
55 Broker may utilize the photographs and/or videos in Broker's marketing of the Property.

56
57 **6. LIMITED AGENT - DUTIES:** Under this Agreement, Broker is Owner's limited agent with the following duties and obligations:
58 to perform the terms of the written Agreement made with the Owner; to exercise reasonable skill and care for the Owner; and, to
59 promote the interests of the Owner with the utmost good faith, loyalty, and fidelity, including:

- 60 (a). Seeking a price and terms which are acceptable to the Owner, except that the Broker shall not be obligated to seek addi-
61 tional offers to purchase the property while the property is subject to a contract for sale or to seek additional offers to lease
62 the property while the property is subject to a lease or a letter of intent to lease;
- 63 (b). Presenting all written offers to and from the Owner in a timely manner regardless of whether the property is subject to a
64 contract for sale or lease or a letter of intent to lease;
- 65 (c). Disclosing to the Owner all adverse material facts actually known or that should have been known by the Broker; and,
- 66 (d). Advising the Owner to obtain expert advice as to material matters about which the Broker knows that the specifics of which
67 are beyond the expertise of the Broker.

68 Broker also has a duty and obligation to account in a timely manner for all money and property received; to comply with all the require-
69 ments of Section 339.710-339.860, RSMo., Sub-section 339.100.2, RSMo. and any rules and regulations promulgated pursuant to
70 those sections; and to comply with any applicable Federal, State and local laws, rules, regulations, and ordinances, including Fair
71 Housing and Civil Rights Statutes and Regulations.

72
73 **7. CONFIDENTIALITY/DISCLOSURE:** Broker shall not disclose any confidential information about the Owner unless disclosure
74 is required by statute, rule or regulation, or failure to disclose the information would constitute a misrepresentation, or unless disclo-
75 sure is necessary to defend the affiliated Broker against an action of wrongful conduct and administrative or judicial proceeding before
76 a professional committee. No cause of action shall arise against Broker as a seller or landlord's agent for making any required or
77 permitted disclosure.

78 As Owner's agent Broker owes no duty or obligation to a Buyer, except that a Broker shall disclose all adverse material facts
79 actually known or that should have been known by the Broker. The adverse material facts may include facts pertaining to:

- 80 (a). Environmental hazards affecting the property;
- 81 (b). The physical condition of the property which adversely affects the value of the property;
- 82 (c). Material defects in the property;
- 83 (d). Material defects in the title to the property;
- 84 (e). Material limitation on the Owner's ability to perform under the terms of the contract.

85
86 **8. INFORMATION SOURCES/VERIFICATION:** As Owner's agent, Broker owes no duty to conduct an independent inspection or
87 discovery of any adverse material facts for the benefit of any party and owes no duty to independently verify the accuracy or complete-
88 ness of any statement made by Owner or any independent inspector.

89
90 **9. OTHER PROPERTIES:** Broker may show alternative properties not owned by the Owner to prospective Buyers and may list
91 competing properties for sale or lease without breaching any duty or obligation to the Owner.

92
93 **10. DUAL AGENCY:** Circumstances may arise under State Law and Real Estate Commission Regulations when Broker
94 (Salesperson) may be considered to be a Dual Agent, representing both Owner and a Buyer. Dual agency is most likely to occur
95 when a Buyer represented by Buyer's Broker (Salesperson) wants to purchase a property listed by that Broker (Salesperson). Owner
96 acknowledges that Broker may appoint salespersons affiliated with Broker as designated agents to the exclusion of all other affiliated
97 salespersons. Broker (Salesperson) shall not be considered a Dual Agent solely because Broker has appointed one or more affilia-
98 ted salespersons to represent Owner and one or more affiliated salespersons who represent the Buyer. Broker (Salesperson) will
99 be a Dual Agent only if Broker (Salesperson) personally represents both Owner and the Buyer in the same transaction.

100 (a). As a Dual Agent, Broker (Salesperson) would be a limited agent for both Buyer and Owner or Landlord and Tenant and



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101 **PROPERTY ADDRESS:** _____

102 would have the duties and obligations required by Section 339.740, RSMo., unless otherwise provided herein.

103 (b). Except as provided below, as a Dual Agent, Broker (Salesperson) may disclose any information to one Client that the Broker

104 (Salesperson) gains from the other Client, unless it is confidential information as defined in Section 339.710 RSMo.

105 (c). Without written consent signed by the Client, Broker (Salesperson) shall not disclose information indicating:

106 i. That a Buyer or Tenant is willing to pay more than the purchase price or lease rate offered for the property,

107 ii. That a Seller or a Landlord is willing to accept less than the asking price or lease rate for the property,

108 iii. What the motivating factors are for any Client buying, selling, or leasing the property.

109 iv. That a Client will agree to financing terms other than those offered; and,

110 v. The terms of any prior offers or counter offer made by any party.

111 (d). As a Dual Agent, Broker (Salesperson) shall not disclose to one Client any confidential information about the other Client

112 unless the disclosure is required by statute, rule or regulation, or failure to disclose the information would constitute a misrep-

113 resentation, or unless disclosure is necessary to defend the Broker (Salesperson) against an action of wrongful conduct in


114 an administrative or judicial proceeding or before a professional committee. No cause of action for any person shall arise

115 against such Dual Agent from making any required or permitted disclosure. The dual agency relationship does not termi-

116 nate by the making of any such required or permitted disclosure.

117 (e). There shall be no imputation of knowledge or information between the Client and the Dual Agent or among persons within

118 the brokerage firm engaged in this transaction.

119  **OWNER HAS READ AND UNDERSTANDS THE CONDITIONS OF A DISCLOSED DUAL AGENCY, AND (DOES)**

120 **(DOES NOT) CONSENT TO BROKER (SALESPERSON) REPRESENTING BOTH BUYER AND OWNER**

121 **RELATING TO THE PROPERTY.**

122

123 **11. TRANSACTION BROKERAGE:** Circumstances may arise under State Law and Real Estate Commission Regulations when

124 Broker (Salesperson) may be considered to be a Transaction Broker, providing neutral assistance to the parties to the real estate

125 transaction without representing either party.

126 (a). In this situation the Broker is a transaction broker providing real estate service without an agency or fiduciary relationship to

127 one or more parties to the transaction, with the following duties and obligations: to perform the terms of the written or oral

128 Agreement made with any party to the transaction; to exercise reasonable skill, care, and diligence, including but not limited to:

129

130 i. Presenting all written offers and counter offers in a timely manner regardless of whether the property is subject to a

131 contract for sale or lease or letter of intent unless otherwise provided herein;

132 ii. Informing the parties regarding the transaction and suggesting that they obtain expert advice as to material matters

133 about which the Broker knows that the specifics of which are beyond the expertise of the Broker;

134 iii. Disclosing to each party to the transaction any adverse material facts of which Broker has actual notice or knowledge;

135 and,

136 Broker also has a duty and obligation to account in a timely manner for all money and property received; to assist the parties

137 in complying with the terms and conditions of any contract; to comply with all requirements of Section 339.710-

138 339.860, RSMo., Sub-section 339.100.2, RSMo. and any rules and regulations promulgated pursuant to those sections; and,

139 to comply with any applicable Federal, State and local laws, rules, regulations, and ordinances, including Fair Housing and

140 Civil Rights Statutes and Regulations. The parties to the transaction shall not be liable for any acts of the Broker.

141 (b). Broker has no duty to conduct an independent inspection of, or discover any defects in, the property and owes no duty to

142 independently verify the accuracy or completeness of any statement made by any party or any independent inspector.

143 Nothing in this paragraph limits the obligation of the buyer to inspect the physical condition of the property.

144 (c). Broker may, without breaching any obligation or responsibility, show alternative properties not owned by the Seller/Landlord

145 to a prospective Buyer/Tenant; list competing properties for sale or lease; show properties in which the Buyer/Tenant is inter-

146 ested to other prospective buyers/tenants; and, serve as a single agent, subagent or designated agent or broker, limited

147 agent, or disclosed dual agent for the same or different parties in other real estate transactions.

148 (d). Without informed consent of the party or parties disclosing the following information to Broker, Broker (Salesperson) shall

149 not disclose information indicating:

150 i. That a Buyer or Tenant is willing to pay more than the purchase price or lease rate offered for the property,

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152

- 153 ii. That a Seller or Landlord is willing to accept less than the asking price or lease rate for the property,
- 154 iii. What the motivating factors are for any party buying, selling, or leasing the property,
- 155 iv. That a Seller or Buyer will agree to financing terms other than those offered,
- 156 v. Any confidential information about the other party unless the disclosure is required by law, statute, rules or regulations,
- 157 or failure to disclose the information would constitute a fraud or dishonesty. No cause of action for any person shall
- 158 arise against Broker from making any required or permitted disclosure.

159 (e). Each party and the transaction broker, including all persons within the brokerage firm, are considered to possess only actual
160 knowledge and information—there is no imputation of knowledge and information.

161 (f). Broker shall not be prohibited from acting as a single limited agent, dual agent, or subagent, whether on behalf of a buyer
162 or seller, so long as Broker meets the requirements governing disclosure.

163 (g). If Broker (Salesperson) represents another party to the same transaction, either solely or through affiliate licensees, and
164 refuses transaction broker status and wants to continue an agency relationship with both parties to the transaction, the
165 Broker (Salesperson) shall have the right to become a designated agent or dual agent as provided for in the broker statutes.

166 (h). Broker (Salesperson) may, without liability, withdraw from representing a client who has not consented to a conversion to
167 transaction brokerage. Such withdrawal shall not prejudice the ability of the Broker (Salesperson) to continue to represent
168 the other client in the transaction or limit them from representing the client who refused the transaction brokerage represen-
169 tation in another transaction not involving transaction brokerage.

170  **OWNER HAS READ AND UNDERSTANDS THE CONDITIONS OF TRANSACTION BROKERAGE, AND DOES**
171 **DOES NOT) CONSENT TO BROKER (SALESPERSON) ACTING AS TRANSACTION BROKER RELATING TO**
172 **THE PROPERTY.**

173

174 **12. BROKER DISCLOSURE:** By signing this Agreement Owner confirms receipt of the Broker Disclosure form prescribed by the
175 Missouri Real Estate Commission on or before the signing of this Agreement or upon Broker taking any personal or financial infor-
176 mation, whichever occurred first.

177

178 **13. NO OTHER BROKER:** Owner represents to Broker that Owner currently has no written exclusive representation or services
179 Agreement with another Broker; or, acknowledges that this Agreement was not solicited directly or indirectly by Broker and was the
180 result of discussions initiated by Owner and this Agreement has an effective date after the current Agreement expires under its terms.

181

182 **14. DEFAULT:** Owner agrees that if the sale contract (lease) is not closed for the fault of Owner, the brokerage fee outlined above
183 shall be immediately due to Broker from Owner. If the sale contract (lease) is not closed for the fault of Buyer, any net damages
184 received by Owner shall be shared equally with Broker, or if specific performance is obtained, the agreed fee to Broker shall be paid
185 at closing. In the event Broker retains an attorney to enforce this Agreement, Broker shall be entitled to reasonable attorney fees.

186

187 **15. SPECIAL AGREEMENTS:**

188

189 _____

190

191 _____

192 By signature, Owner acknowledges receipt of a copy of this document. **THIS IS A LEGALLY BINDING CONTRACT; IF NOT**
193 **UNDERSTOOD, CONSULT A REAL ESTATE ATTORNEY.** Any change to this Agreement must contain the initials of all the parties.

194 Effective Date _____ 20____, at _____: _____

195

196 _____
197 Owner Date Broker

198 _____
199 Owner Date by Authorized Salesperson Date

200 _____
Owner's Address Owner's Phone

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