

**Barnes Realty Seller's Agency Farm and Land Listing Contract****Exclusive Right to Sell**

This is a legally binding contract. If not understood, seek competent advice.

Date: **OCTOBER 15, 2020**

In consideration of your efforts to find a Buyer for the property located at : **LOTS 9, 10, 11 DANBURY ADD., BIG LAKE (CRAIG), MO HOLT COUNTY**

**BARNES PAGE IA LLC, RICK BARNES, MANAGER**, Sellers, hereby grants Barnes Realty Company, Broker, for the sole purpose of finding Buyers as the **EXCLUSIVE AND SOLE BROKER**, with the exclusive right to sell for the period beginning with the date of this Contract and ending at 11:30 a.m. on **OCTOBER 15, 2030**. At the sale price of \$ **NA** / taxable acre or \$ **SEE TABLE BELOW** total, for a private treaty sale and terms of cash or with Seller's consent, for a lesser price or on other terms if agreed by Seller. Seller agrees to pay **7** % of sales price or **(\$2,250.00 minimum/PER SALE/)**. Such compensation shall be paid if property is optioned, sold, conveyed or otherwise transferred within **180** days after the termination of this Contract or any extension thereof to anyone with whom Broker has submitted the property.

General conditions:

|                                                                                                                                                                                             |                                                             |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------|
| <b>LOT 9 DANBURY w/ 2-BEDROOM CABIN ON STILTS</b>                                                                                                                                           | <b>\$125,000.00</b>                                         |
| <b>LOT 10 DANBURY W/ CABIN/HOME ON BLOCK FOUNDATION<br/>MAY INCLUDE:<br/>SUN TRACKER PONTOON BOAT W/ 40HP MOTOR<br/>SHORELANDER PONTOON TRAILER<br/>COVERED BOAT HOIST<br/>JET SKI LIFT</b> | <b>RENOVATION IN PROGRESS; SELLER WILL ENTERTAIN OFFERS</b> |
| <b>LOT 11 DANBURY (VACANT LOT)</b>                                                                                                                                                          | <b>\$49,000.00</b>                                          |

1. Seller to provide a complete abstract of title showing merchantable title or to furnish a policy of title insurance and will convey property if and when sold by a good and sufficient warranty deed.  
Seller to pay in full all state and county taxes and assessments, general and special, which are a lien on the property, except taxes for this calendar year which shall be prorated as of the date of delivery of the deed.
2. Seller authorizes Broker to accept a deposit to be applied on the sale price and to place the deposit in escrow account until closing of the sale, to place a "For Sale" sign on the property, and to otherwise advertise the property in any manner deemed wise by Broker.
3. Seller authorizes Broker to allow prospective Buyers to take photographs or videotapes of the interior and exterior of the property.
4. Seller authorizes Broker, buyer's agents, other transaction brokers, prospective buyers, lenders, appraisers and inspectors to make, or allow third parties to make such inspections of the property as are deemed necessary, upon reasonable notice to Seller, and to disclose the opinions resulting from such inspections.
5. "Facsimile signatures," as that term is commonly used with reference to facsimile machines used in transmitting documents, signatures, photocopies, etc. shall be and hereby are declared by all parties to the Contract to be the same as original signatures to this Contract; a facsimile of this Contract, including the signature portion thereof, shall be treated and relied upon by all parties hereto as an original contract and an authentic signature with the same effect as though the facsimile is in fact the original document to which a genuine signature has been affixed.
6. This property is offered without regard to the race, color, religion, sex, handicap, familial status, national origin or ancestry of any prospective buyer.
7. In the event of non-performance by Buyer through no fault of Broker, if earnest money is surrendered to Seller, the earnest money shall go first toward reimbursing expenses of Seller or Broker incurred in this transaction and the balance to be paid one-half (1/2) to Broker in lieu of compensation; provided, however, that Broker shall in no event receive more money for his services than the amount agreed to as compensation.
8. **MINIMUM BROKERAGE SERVICES TO BE PROVIDED:**
  - A.) Broker will accept delivery of and present any offers and counter offers to buy, sell, or lease the property.
  - B.) Broker will assist the Owner in developing, communicating, negotiating, and presenting offers, counteroffers, and notices that relate to the offers and counter offers until a Lease or Purchase Agreement is signed and all contingencies are satisfied or waived.
  - C.) Broker will answer the client or customer questions relating to the offers, counteroffers, notices, and contingencies.
9. **CONSENT TO BROKERAGE RELATIONSHIPS: (Refer to Missouri Broker Disclosure Form)**

Pursuant to this Contract, Broker will be acting in the capacity of Seller's Agent, with the duties and obligations of a Seller's Agent under Missouri law. The Seller's Agent represents the Seller only, so the Buyer may either be un-represented or represented by another Agent. A Seller's Agent is responsible for promoting the interests of the Seller with the utmost good faith, loyalty and fidelity, protecting the Seller's confidence, unless disclosure is required. Broker will comply with all requirements of the Brokerage Relationships in the Real Estate Transaction Act of Missouri and comply with any applicable laws, rules and regulations. A seller's Agent has no duty to conduct an independent inspection of the property for the benefit of the Buyer or verify the accuracy or completeness of any statement by the Seller or any qualified third party. However, Seller acknowledges that from time to time, a prospective Buyer may engage Broker to act in one of several possible capacities with respect to that Buyer, depending on what brokerage relationships are permitted by Broker's office policy. If the Buyer will not consent to Transaction Brokerage, Broker may need to act as an Agent to allow a transaction with Seller to proceed. Seller understands that any such conversions of brokerage relationships in such circumstances is not permitted by the Brokers Office Policy. Broker does NOT permit Agency conversion. Seller agrees that if an Agency other than Seller's Agent is in the best interest of the Seller, it will be disclosed in writing to the Seller. Broker and Seller will enter into a written agreement of cancellation of the existing Seller Agency Agreement between the Broker and Seller. If Seller agrees to be represented with a different Agency Agreement, the Broker and Seller may enter a new Agency Agreement at that time. Seller understands that Barnes Realty does not offer Sub-Agency or Dual Agency and may exercise discretion on Co-Brokerage. See attached Co-Brokerage policy form. Seller understands that Barnes Realty does not co-broker in any way with Miller Realty Company, Mound City, Missouri. Miller Realty may show the property to prospective Buyers as a Buyer's Agent and any and all offers made through Miller Realty will be presented to the Seller. Any commission due, if any, to Miller Realty is to be paid by her Buyer, not Barnes Realty nor the Seller.

Seller Initials \_\_\_\_\_

10. DISCLOSURE FORM: Owner acknowledges receipt of a Missouri Real Estate Commission Broker Disclosure Form on or before the date hereof or upon Brokers taking any personal or financial information from Owner, whichever occurred first.

11. Seller consents to Broker disclosing the following motivating factor for Seller in selling the property: INVESTMENT PROPERTY

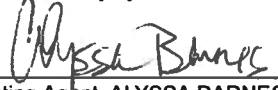
12. Seller acknowledges that the efforts and endeavors of Broker to procure a buyer, through advertising, co-brokers, or otherwise, shall constitute good and sufficient consideration for the Contract.

13. By signatures below the sellers hereby authorize the Farm Service Agency to release all information pertaining to the above described tract(s) to Barnes Realty Company.

14. The listing agreement may be cancelled at anytime, for any reason, except to avoid paying a commission that would otherwise be due. This cancellation shall be effective as soon as all advertising and other related expenses to date have been reimbursed to Barnes Realty.

15. Seller agrees to accept email communication for verification in changes to this listing agreement. Seller Email RICKEY@BARNESREALTY.COM.

LISTING CONTRACT ACCEPTED  
Barnes Realty by:

  
Listing Agent ALYSSA BARNES

Seller:

  
RICKEY L. BARNES, MANAGER

Date:

October 26, 2020

Seller: \_\_\_\_\_

Date: \_\_\_\_\_

Sellers \_\_\_\_\_

# 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

Initials

*RB*

- 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

Barnes Realty  
18156 Hwy 59  
Mound City, MO 64470  
(660) 442-3177

SELLERS SIGNATURE Bruce Barnes DATE October 26, 2020

SELLERS SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

AGENT SIGNATURE Wesley Barnes DATE \_\_\_\_\_