



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

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

1 Ryan & Aline Schmidt (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 United Country Land Pros LLC ("REALTOR®"), as
4 the sole and exclusive agent with exclusive right to sell, to find a buyer for the following property (the "Property"):

5 Badger Street & Cannon Ave Cainsville MO 64632 Mercer
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 September, 30, 2023 (together with any written extension thereof, the "Listing Period") at the sale price
11 of \$ 245,000 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*): _____.

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 If a ready, willing and able buyer is procured by REALTOR®, its affiliated licensee(s), Owner, or any other broker or person
18 during the Listing Period, then Owner shall pay to REALTOR® 6 (*indicate % of sales price, or*
19 *specific dollar amount*) as compensation due REALTOR® for services rendered hereunder. Such compensation shall also be
20 paid if the Property is exchanged, optioned, sold, conveyed or otherwise transferred within 60 days after
21 expiration of the Listing Period (the "Protection Period") to anyone who was introduced to the Property by anyone during the
22 Listing Period; provided Owner has received notice in writing, including the name of the prospective buyers, before or upon
23 expiration of the Listing Period. It is understood and agreed that REALTOR®'s presentation of an offer during the Listing
24 Period shall constitute notice hereunder with respect to the prospects identified thereon. However, Owner shall not be
25 obligated to pay such compensation if a new valid exclusive listing contract is entered into during the Protection Period with
26 another licensed real estate broker, the exchange, option, sale, conveyance, or transfer of the Property is made during the
27 Protection Period, and Owner pays the new listing broker a commission on the closing of that transaction.

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

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

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

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

- 45 \$ N/A or N/A % of sale price to subagents of REALTOR®; (*i.e., limited agents representing Owner*);
- 46 \$ N/A or 3 % of sale price to buyer's agents; (*i.e., limited agents representing prospective buyers*);
- 47 \$ N/A or N/A % of sale price to transaction brokers; (*i.e., neutral licensees representing neither party*).

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

51 DISCLOSURE AUTHORIZATIONS. Owner (*check one*)

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

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

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

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

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

63 GENERAL CONDITIONS

64 1. Owner Disclosures.

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

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

81 C. Lead-Based Paint Disclosure. (Check (1) or (2))

82 (1) Owner represents that the sale or lease of the above Property is exempt from the disclosure obligations under 42
83 U.S.C. 4852d because (a) the Property is not residential real Property or (b) the Property was constructed in 1978 or later, or
84 (c) other (Describe) _____.

85 (2) The sale or lease of this Property is not exempt from the disclosure obligations under 42 U.S.C. 4852d.

86 See Lead-Based Paint Disclosure Form.

87 D. Representations.

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

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

105 E. Indemnity.

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

114 2. Title/Survey.

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

118 3. Taxes and Assessments.

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

123 4. Earnest Money/Liquidated Damages.

124 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
further compensation; provided, however, REALTOR® shall in no event receive any more money in lieu of compensation than
the total amount agreed to herein as compensation for brokerage services.

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

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

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

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

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

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

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

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

182 **13. Equal Opportunity.** The Property shall be offered for sale without regard to race, color, religion, sex, handicap,
183 familial status, national origin, sexual orientation, or gender identity, and in accordance with all local, state, and federal fair
184 housing laws. REALTOR® will comply with Owner's instructions (as set forth on page 1 or subsequently in writing) with
185 respect to any "Love Letter", picture or photograph that accompanies or is made to be part of any offer received with respect to
186 the Property. REALTOR® advises that no "Love Letter" be presented to Owner, and that any "Love Letter" be returned to the
187 offeror (potential buyer), even if it cannot be separated from the offer. A "Love Letter" is a personal letter written by buyers,
188 often with photos attached, in the hopes that offer will "stand out". These letters can reveal information about a buyer (such as
189 the above protected classes) which should not be considered by Owner in choosing among competing offers. (*See DSC-1010*)

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

191 **A. Seller Limited Agency as Starting Point; Effect of In-House Sales.** Pursuant to this Listing Contract,
192 REALTOR® will initially be acting in the capacity of Owner's limited agent, with the duties and obligations of a seller's limited
193 agent under Missouri law as set forth following the parties' signatures below. However, Owner acknowledges that from time to
194 time, a prospective buyer may engage REALTOR® to act in one of several possible capacities with respect to that buyer,
195 depending on what brokerage relationships are permitted by REALTOR®'s company policy. The following subsections
196 describe circumstances where Missouri law may permit or require a conversion of REALTOR®'s brokerage relationship with

197 Owner to a different brokerage relationship. Complete each subsection. Disclosure of any conversion to a different brokerage
198 relationship shall be made upon its occurrence as may be required by rule or regulation.

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

202 _____

203 _____

204 By: _____ Date: _____

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

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

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

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

213 **C. Designated Agents for Owner and Buyer; Possible Conversion to Dual Agency or Transaction Brokerage.**

214 Missouri law permits REALTOR® to appoint one or more licensees affiliated with REALTOR® as designated agent(s), to
215 represent Owner as limited agent(s), to the exclusion of all other affiliated licensees.

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

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

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

228 **D. Conversion to Transaction Brokerage Where REALTOR® Is Engaged by Buyer to Act as Buyer's Agent or
229 Transaction Broker.** If a prospective buyer has engaged REALTOR® to act in the capacity of buyer's agent or transaction

230 broker, Missouri law permits REALTOR® to show the Property to and otherwise assist the buyer, as a transaction broker
231 assisting both Owner and the buyer without an agency relationship to either of them, with the written consent of all parties. In
232 such case, REALTOR® may act as a transaction broker with the duties and obligations of a transaction broker under Missouri
233 law as set forth following the parties' signatures below. **Note:** If REALTOR® wishes to convert to transaction brokerage but
234 Owner does not consent to such conversion, then REALTOR® may without liability withdraw from representing Owner. Such
235 withdrawal shall not prejudice the ability of REALTOR® to continue to represent the other client in the transaction or limit
236 REALTOR® from representing Owner in another transaction not involving transaction brokerage.

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

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

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

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

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

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

- 247 1. Accept delivery of and present to Owner or customers offers and counteroffers to buy, sell, or lease Owner's
248 Property;
- 249 2. Assist Owner or customers in developing, communicating, negotiating, and presenting offers, counteroffers, and
250 notices that relate to the offers and the counteroffers until a lease or purchase agreement is signed and all
251 contingencies are satisfied or waived; and
- 252 3. Answer Owner or customer questions relating to the offers, counteroffers, notices, and contingencies.

253 **16. Licensee Personal Interest Disclosure. (complete only if applicable)**

254 _____ (insert name of licensee)

255 is a real estate broker or salesperson, and is (check one or more, as applicable):

256 a party to this transaction;

257 a principal of and/or has a direct or indirect ownership interest in Seller Buyer, and/or

258 an immediate family member of Seller Buyer.

259

260 **17. Special Agreements.** _____
 261 _____
 262 _____
 263 _____
 264 _____
 265 _____
 266 _____
 267 _____
 268 _____
 269 _____
 270 _____
 271 _____
 272 _____

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

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

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

LISTING CONTRACT ACCEPTED

284 *By signing below, Owner indicates that Owner has ACCEPTED this Listing Contract and acknowledges receipt of one (1) copy*
 285 *hereof. Owner also confirms receipt of a Missouri Real Estate Commission Broker Disclosure Form on or before signing this Listing*
 286 *Contract, or upon REALTOR®'s obtaining any personal or financial information, whichever occurred first.*
 287

288 _____ United Country Land Pros LLC _____
 289 **Insert Listing REALTOR®'s printed Firm Name**
 290
 291 By: _____
 292 Name: _____ Arthur Bryan Atkins _____
 293 Email Address: _____ aatkins25@yahoo.com _____
 294 Title: _____ Salesperson _____
 295 Date: _____ 02/21/2023 _____
 296
 297

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

300 Name: _____ Jason Small _____
 301 Title: _____ Broker _____
 302 Email Address: _____ jason_small@aol.com _____
 303
 304

Ryan & Aline Schmidt
Owner: _____
 Print Name: _____ Ryan & Aline Schmidt _____
 Email Address: _____ Schmidt.trading.llc@gmail.com _____
 Date: 02/22/2023 02/21/2023 _____
 Owner's Address: _____
Owner: _____
 Print Name: _____
 Email Address: _____
 Date: _____
 Owner's Address: _____
Owner: _____
 Print Name: _____
 Email Address: _____
 Date: _____
 Owner's Address: _____

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 Listing 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 Listing Contract be made. **Last Revised 3/29/21.** ©2018 Missouri REALTORS®

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.