



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

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

1 JC Marketing, LLC. (whether one or more, "Owner"),
 2 who represent to be all the owners of the following described Property, appoints (*insert Brokerage Co. name*)
 3 Trophy Properties & Auction ("REALTOR®"),
 4 as the sole and exclusive agent with exclusive right to sell, to find a buyer for the following property (the "Property"):

5 2305 Droste Rd. St. Charles MO 63301 St. Charles
 6 **Street Address City Zip Code County**

7 for the period beginning with the Effective Date and ending at 11:59 p.m. on 12/31/2025
 8 (together with any written extension thereof, the "Listing Period") at the sale price of \$ 379,900.00
 9 and terms of cash, or for any other price or terms to which Owner shall consent, and under the following special
 10 terms (*if any*):
 11

12 ☐ (**Check box if legal description attached.** *If no legal description is provided, then the legal description on*
 13 *Owner's vesting deed(s) to govern, which may however be confirmed by a survey, if any, obtained pursuant to a*
 14 *sale contract for the Property hereafter entered into by Owner*)

15 Owner acknowledges that the efforts and endeavors of REALTOR® to procure a buyer, by expenditure of time and
 16 money, through advertising, co-brokers or otherwise, shall constitute good and sufficient consideration for this
 17 Listing Contract. Owner will refer all inquiries and prospects Owner may receive during the Listing Period, from any
 18 source, to REALTOR® to avoid the possibility of confusion over agency relationship and misunderstandings about
 19 liability for compensation.

20 **BROKER COMPENSATION, COOPERATION AND SHARED COMPENSATION POLICY. Note: The amount or**
 21 **rate of broker compensation (including shared compensation) is not set by law and is negotiable.**

22 (*Check and complete all that apply*)

23 ☐ **(1) Retainer Fee:**

24 Owner shall pay REALTOR® as partial compensation in the form of a nonrefundable "Retainer Fee" in the amount
 25 of (insert dollar amount) \$ _____ for services rendered hereunder regardless of whether or not the
 26 Property is sold.

27 The Retainer Fee (*check one*) ☐ **WILL** ☐ **WILL NOT** be credited against any other Compensation owed to
 28 REALTOR® for services rendered hereunder in the event the Property is sold under this Listing Contract.

29 The Retainer Fee shall be due and payable to REALTOR® (*check and complete all that apply*):

30 ☐ on the Effective Date of this Listing Contract

31 ☐ within _____ days after the Effective Date of this Listing Contract

32 ☐ other: _____

33 ☒ **(2) Compensation:**

34 Owner shall pay REALTOR®, as "Compensation" due REALTOR® for services rendered hereunder if during the
 35 term of this Listing Contract, a ready, willing and able buyer is procured by REALTOR®, its affiliated licensee(s),
 36 Owner, or any other broker or person during the Listing Period. (*check and complete all that apply*):

37 ☐ A fee in the amount of \$ _____

38 ☒ A fee in the amount of 6 % of the sale price

39 ☐ Other: _____

40 Unrepresented Buyer. If the procured buyer is not represented by another licensed real estate broker
 41 ("Unrepresented Buyer"), then REALTOR®'s Compensation set forth above is adjusted to:

42 ☐ No change, Compensation remains the same as indicated above

43 ☐ A fee in the amount of \$ _____

44 ☒ A fee in the amount of 5 % of the sale price

45 ☐ Other: _____

☒ **(3) Cooperation and Shared Compensation:** *Note: Owner understands that any cooperating broker may represent the interests of buyers only, even if compensated by REALTOR® or Owner.*

REALTOR®'s company policy authorizes REALTOR® or its representatives to **cooperate** with other brokers acting pursuant to the following brokerage relationships, as defined by Section 339.710 RSMo. If REALTOR®'s company policy authorizes any such cooperation, Owner authorizes REALTOR® to share a portion of its Compensation above ("**Shared Compensation**") up to the amount indicated below:

(check all applicable boxes to indicate whether cooperation is authorized with each of the following brokerage relationships and if so, specify the dollar amount or the percentage of sale price that will be offered for each ("0" if left blank))

☒ subagents of REALTOR®; (i.e., limited agents representing Owner)

\$ _____ or _____ % of sale price or ☒ Consider at a later date

☒ buyer's agents; (i.e., limited agents representing prospective buyers)

\$ _____ or 2.7 % of sale price or ☐ Consider at a later date

☒ transaction brokers; (i.e., neutral licensees representing neither party)

\$ _____ or _____ % of sale price or ☒ Consider at a later date

☐ (check only if applicable) REALTOR®'s offer of compensation excludes the following specific brokers; or is otherwise limited (explain): _____

Owner (check one):

☒ Authorizes REALTOR® to disclose whether Shared Compensation is being offered and the amount

☐ Authorizes REALTOR® to disclose whether Shared Compensation is being offered, but not the amount

☐ Does not authorize REALTOR® to disclose whether Shared Compensation is being offered, nor the amount

☐ **(4) Other Compensation:** Check this box and complete below only if REALTOR® is charging any Other Compensation.

Owner agrees to pay REALTOR® Other Compensation (check and complete all that apply):

☐ A fee in the amount of \$ _____ due and payable: _____

☐ Other (attach additional pages if necessary): _____

PROTECTION PERIOD:

Any Compensation due under this Listing Contract shall also be paid if the Property is exchanged, optioned, sold, conveyed or otherwise transferred within 60 days after expiration of the Listing Period (the "**Protection Period**") to anyone who was introduced to the Property by anyone during the Listing Period. The Protection Period shall only apply if REALTOR® has provided Owner notice in writing which includes the names of the prospective buyers, before or upon expiration of the Listing Period. It is understood and agreed that REALTOR®'s presentation of an offer during the Listing Period will be sufficient notice with respect to the prospects identified thereon.

However, Owner shall not be obligated to pay any Compensation to REALTOR® if a new valid exclusive listing contract is entered into during the Protection Period with another licensed real estate broker, the exchange, option, sale, conveyance, or transfer of the Property is made during the Protection Period, and Owner pays the new listing broker compensation on the closing of that transaction.

OWNER "SELLER" CONCESSIONS:

Owner authorizes REALTOR® to advertise seller concessions: (check one):

☐ Yes, in the amount of \$ _____ ☐ No ☒ Consider at a later date.

Seller concessions are generally negotiated in a sale contract, and may be applied towards buyer's closing costs, prepaids, inspections, lender fees, charges and expenses, Title Commitment, Owner's Policy or lender title insurance policy costs and fees paid by buyer, buyer's broker fees, or any other expenses/fees associated with the closing, all as approved by buyer's lender.

DISCLOSURE AUTHORIZATIONS. Owner (check one)

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

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

Terms. ☒ **DOES** ☐ **DOES NOT** permit REALTOR® to disclose the terms of offers on the Property; provided, however, that REALTOR® is permitted to disclose such terms as may be required by REALTOR®'s local Board of REALTORS®, a commercial information exchange or other multiple listing service, applicable brokerage law or the National Association of REALTORS® Code of Ethics & Standards of Practice (e.g., if a Property is "under contract").

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

GENERAL CONDITIONS

1. Owner Disclosures.

A. Disclosure Statement.

Owner (*check one*) ☒ **DOES** ☐ **DOES NOT** agree to complete and deliver to REALTOR® a Disclosure Statement form.

REALTOR® is authorized to rely upon said information in advertising and promoting the Property, and Owner authorizes REALTOR® to provide to prospects, inspectors, appraisers and prospective lenders and insurance companies any such Disclosure Statement and information contained therein. Owner represents that all information in the Disclosure Statement (*if any*) is (or when delivered will be) true and accurate to the best knowledge of Owner. Notwithstanding the foregoing, Owner specifically agrees to fully and promptly disclose in writing to REALTOR® any information pertaining to the Property that is discovered by or made known to Owner at any time prior to closing that constitutes an adverse material fact or would make any existing information in a Disclosure Statement false or materially misleading, and to sign such revised form(s) as may be necessary. Owner further agrees to promptly furnish REALTOR® with all inspection and repair reports (*if any*) regarding the Property and authorizes REALTOR® to disclose and provide such reports to prospects.

B. Notice of Intended Sale. Owner acknowledges that under §429.016 RSMo., if the Property is considered to be "residential real property" (as defined therein) and if Owner has contracted with anyone for the provision of work, labor or materials for the property, owner may be required to post and record a "notice of intended sale" at least 45 days before the earliest date on which the owner intends to close, in order to assure that the Owner can deliver clear title at closing. If work, labor or materials have been provided, Owner should seek advice to comply with this law.

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

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

☐ **(2)** The sale or lease of this Property is not exempt from the disclosure obligations under 42 U.S.C. 4852d. *Attach Lead-Based Paint Disclosure Form (DSC-2000).*

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

Owner represents that Owner (*check one*) ☐ **IS** ☒ **IS NOT** a "foreign person" as described in the Foreign Investment in Real Property Tax Act ("**FIRPTA**"), 26 U.S.C. §1445.

A "foreign person" is a nonresident alien individual, foreign corporation that has not made an election to be treated as a domestic corporation, foreign partnership, trust or estate. It does not include a U.S. citizen or resident alien individual. If Owner is not a "foreign person", then Owner agrees to deliver a certificate at Closing to that effect which contains Seller's tax ID number. If Owner is a "foreign person" as defined in FIRPTA, then (among other things) mandatory withholding of funds from the sale proceeds may be required, unless an exception applies or Owner provides written documentation from the IRS that withholding is not required prior to Closing. If the net proceeds are not sufficient to satisfy applicable FIRPTA requirements, then Seller may be required to deliver, as a condition to Closing, the additional funds necessary to satisfy FIRPTA withholding requirements. For more information on FIRPTA, see <https://www.irs.gov/individuals/international-taxpayers/firpta-withholding>. Due to the complexity and potential risks of

FIRPTA, Owner should seek legal and tax advice regarding compliance, particularly if an exception is claimed to apply or to be relied upon.

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

2. Title/Survey. Owner shall furnish a policy of title insurance, or evidence of insurability, and shall convey marketable title to the Property if and when sold by a good and sufficient warranty deed, all as may be 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.

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

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

5. Exchange/Cooperation/Access. Owner authorizes REALTOR®: **(A)** to file part or all of the information set forth in this Listing Contract with REALTOR®'s local Board of REALTORS®, a commercial information exchange and/or other such multiple listing services (an "Exchange") for dissemination to other Exchange participants in accordance with the rules of the Exchange and any agreements between REALTOR® and individual participants, and to provide such participants and Exchanges, their members, member prospects, appraisers and other professional users of real estate sales data, with information, including the sale price and Property address, both prior to and after the closing of any sale of the Property; **(B)** to cooperate with and offer compensation to other brokers acting pursuant to any brokerage relationship in accordance with REALTOR®'s company policy as set forth herein; and **(C)** to place a lock box or other equipment on the Property which allows REALTOR® and authorized cooperating brokers access to the Property (via keys, codes, passwords, etc.). Owner shall, without limitation, indemnify and hold harmless REALTOR®, the Exchange, the participants, lock box/access equipment manufacturer against and from any and all actions, suits, expenses, damages and liabilities, including attorney's fees, arising out of, connected with or resulting from their use. Owner shall not, however, indemnify or hold any users harmless for other than claims arising out of their intentional or grossly negligent acts.

6. Advertising. Unless Owner instructs REALTOR® otherwise in writing of any limitations in this regard (e.g., consistent with the rights of existing tenants or business operations, if any), Owner authorizes REALTOR® to take and use photographs and videotapes of the interior and exterior of the improvements located on the Property, to place "For Sale" sign(s) on the Property (and Owner agrees to immediately remove all other signs), and to otherwise advertise the Property in any manner deemed wise by REALTOR®, including but not limited to (unless specified otherwise) advertising on the Internet, virtual tours, web-sites, trade journals and any other medium, and communications via e-mail, social media, facsimile and any other electronic means.

7. Inspections/Access. Owner authorizes: **(A)** REALTOR®, cooperating brokers and their respective licensee(s) to show the Property to prospects; and **(B)** the foregoing, plus such prospects and their lenders, appraisers and inspectors, to make, or allow third parties to make, such inspections of the Property as are deemed necessary, including but not limited to taking photographs or videotapes of the interior and exterior of the improvements located on the Property; upon reasonable notice to Owner and at all reasonable times. The opinions and results of such inspections may be disclosed to interested parties. Owner should remove any items that Owner does not want to be photographed, recorded or transmitted (e.g., paperwork and other confidential or proprietary information), and agrees to remove or secure and (if Owner so desires) insure all property and valuables (e.g., firearms, money), and to assume the risk for any vandalism, theft or damage of any kind,

Owner (check one) ☒ **WILL** ☐ **WILL NOT** arrange, at Owner's expense, to have all utilities turned on during any inspection and "walk-through" of the Property. Owner agrees to maintain the Property in good repair through the date of closing.

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

Unless specified otherwise, Owner warrants that the Property will be vacant as of the time scheduled for a closing of a sale contract. If the Property is to remain tenant occupied, please complete and attach a disclosure statement concerning the operation of the subject Property (e.g., rent roll, expenses, management and service contracts). **Note:** *Rental Property Verification (DSC-8005) may be used for this purpose.*

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

9. Warranty Coverage. Owner agrees to cooperate in good faith to identify any transferrable warranties regarding the roof or any other systems and components of the Property, and to submit any documentation that may be required for such purposes upon or prior to closing of a sale.

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

11. Default/Remedies. If Owner shall breach this Listing Contract or it becomes necessary for REALTOR® to retain an attorney to enforce any of the terms hereof, then without limiting any other right or remedy hereunder or otherwise available at law or in equity, REALTOR® shall be entitled to recover all costs and expenses of litigation incurred, including but not limited to court costs and reasonable attorney fees. This Section shall survive the expiration or any earlier termination of this Listing Contract. REALTOR® may enforce this Listing Contract against Owner and Owner's administrators, executors, personal representatives, heirs, successors and assigns.

12. Franchise Disclosure. (REALTOR® to check box only if applicable).

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

13. Equal Opportunity. The Property shall be offered for sale without regard to race, color, religion, sex, disability/handicap, familial status, national origin, sexual orientation, or gender identity, and in accordance with all local, state and federal laws.

14. Owner Consent To Brokerage Relationships.

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

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

By: _____ Date: _____

Designated Broker (or office manager/supervising broker)

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

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

☒ Yes ☐ No ☐ Not applicable, dual agency is not offered by REALTOR®'s company policy.

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

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

☒ Yes ☐ No ☐ Not applicable, designated agency is not offered by REALTOR®'s company policy.

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

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

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

☐ Yes ☒ No ☐ Not applicable, transaction brokerage is not offered by REALTOR®'s company policy.

E. Designated Transaction Brokers for Seller and Buyer; Possible Conversion to Transaction Brokerage. Missouri law permits REALTOR® to appoint one or more licensees affiliated with REALTOR® as designated transaction broker(s), to assist Owner without an agency relationship, to the exclusion of all other affiliated licensees.

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

☐ Yes ☒ No ☐ Not applicable, designated transaction brokerage is not offered by REALTOR®'s company policy.

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

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

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

(insert name of licensee)

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

☐ a party to this transaction;

☐ a principal of and/or has a direct or indirect ownership interest in ☐ Owner ☐ Buyer, and/or ☐ an immediate family member of ☐ Owner ☐ Buyer.

17. Special Agreements.

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

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

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

LISTING CONTRACT ACCEPTED

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

☐ Check box if additional signatures are needed and attach Additional Signature Page (MSC-5070).

Trophy Properties & Auction

Insert Listing REALTOR®'s printed Firm Name

By: Eric Merchant

dotloop verified
05/29/25 5:18 AM CDT
K3G-AD6K-C0T9-QKQ0

Name: Eric Merchant

Email Address: eric@merchantofmo.com

Title: Real Estate Consultant

Date: 05/29/2025

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

Name: Serena Huntebrinker

Title: Broker/Salesperson

Email Address: shuntebrinker@trophy.com

Owner: Jesus Casillas

dotloop verified
05/29/25 3:03 PM CDT
N0ZV-NJBI-ZU2K-SV07

Print Name: Jesus Casillas

Date: 05/29/2025

Email Address: chimisstl@hotmail.com

Phone Number: _____

Owner's Address: _____

Owner: _____

Print Name: _____

Date: _____

Email Address: _____

Phone Number: _____

Owner's Address: _____

If signing on behalf of a trust or other legal entity, please print its name and your title below:

JC Marketing, LLC.

Printed Entity Name

Title(s): Managing Member

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.

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

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.
 - (v) To account in a timely manner for all money and property received;
 - (vi) 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
 - (vii) 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, R.S.Mo.)

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, R.S.Mo.)

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.