



## Authorization to Show Property

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

**Instructions:** *This form shall be used when the property is not listed and the Owner is not willing to list the property or place it on the market generally, but would consider an offer to buy or lease. This form does not contemplate cooperation with other brokers. A REALTOR® must never show property to a prospective customer without authorization from the Owner; to do so is a violation of the Rules and Regulations of the Missouri Real Estate Commission. After the Authorization is signed, the REALTOR® may advise the Owner of the names of the prospects. Prospects shown the property should be registered in writing with the Owner. While not required, a Prospective Purchaser Form (MSC-4035) is available for that purpose.*

1 The undersigned ("Owner"), being the sole owner(s) or authorized agent(s) of all owners of the property located at:  
 2 All of Lot Numbered Eighteen (18) in Campbells 6th Addition to the City of Joplin, Mo Jasper County  
 3 and described as \_\_\_\_\_ (the "Property"),  
 4 hereby authorizes the REALTOR® named below and its affiliated licensees to show the Property to prospects for the  
 5 purchase or lease thereof, for a period of 30 days (not to exceed thirty (30) days) from and after the Effective Date  
 6 hereof (the "Authorization Period"), after which time this Authorization to Show Property ("Authorization") will terminate.  
 7 This Authorization does not permit media advertising or the placing of signs on the Property. Owner represents to  
 8 REALTOR® that as of the date hereof the Property is not subject to an exclusive right to sell or lease or an exclusive  
 9 agency/brokerage listing agreement with any other real estate broker.  
 10 **SALE PRICE:** \$ 12,000 **LEASE AMOUNT:** \$ \_\_\_\_\_  
 11 **TERMS:** Cash  
 12 \_\_\_\_\_

13 Owner agrees that if Owner sells or leases the Property during the Authorization Period or within 120 days  
 14 after expiration thereof (the "Protection Period") to a prospect introduced to the Property by REALTOR® or any of its  
 15 affiliated licensees, then Owner will pay REALTOR® compensation of N/A (specify % of sale price or  
 16 specific dollar amount) or N/A (specify % of option/lease payments or specific dollar amount) to be paid in cash at  
 17 closing, unless otherwise provided herein. This compensation provision shall not apply if the Owner lists the Property  
 18 pursuant to an exclusive right to sell or lease or an exclusive agency/brokerage listing agreement with another licensed  
 19 real estate broker the sale or lease is made during the Protection Period, and Owner pays the new listing broker a  
 20 commission on the closing of that sale or lease. REALTOR® is authorized to provide lease or sales data to the local  
 21 Board of REALTORS®, their members, member prospects, appraisers and other professional users of real estate sales  
 22 data. If the transaction shall not close due to fault of buyer/lessee, any net damages received by Owner from buyer/lessee  
 23 shall be divided equally between Owner and REALTOR® as liquidated damages and in lieu of further compensation;  
 24 provided, however, REALTOR® shall in no event receive more money in lieu of compensation than the amount agreed to  
 25 herein as compensation for brokerage services. If the transaction shall not close due to fault of Owner, the  
 26 compensation agreed upon herein shall become immediately due and payable.

27 This Authorization does not create an agency relationship between Owner and REALTOR®, and is neither an  
 28 exclusive right to sell or lease nor an exclusive agency/brokerage. Owner is free to deal with other brokers or persons who  
 29 have not been introduced to the Property by REALTOR®. Pursuant to this Authorization, REALTOR® may act in the  
 30 capacity of a buyer's or tenant's agent, or as a transaction broker.

31 Owner acknowledges receipt of a Missouri Real Estate Commission Broker Disclosure Form on or before the date  
 32 hereof or upon REALTOR®'s taking any personal or financial information from Owner, whichever occurred first.

33 **Signatures.** This Authorization may be executed in multiple counterparts, each of which shall be deemed an original, but  
 34 all of which shall constitute one and the same instrument. For purposes of executing this Authorization, a document signed  
 35 and/or transmitted by any electronic form deemed valid in accordance with the Missouri Uniform Electronic Transactions  
 36 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  
 37 treated as an original signature and document. At the request of any party, the others will confirm facsimile or scanned  
 38 image signatures by signing an original instrument. Owner and REALTOR® expressly acknowledge and agree that  
 39 changes to this Authorization may be made via the email addresses set forth below (mark the e-mail address lines "N/A" or  
 40 "Not Authorized" if not so authorized).

41 **Special Agreements:** \_\_\_\_\_  
 42 \_\_\_\_\_

43 The "Effective Date" shall be the date of final acceptance hereof, as indicated by the date of the last party to sign this  
 44 Authorization or (specify if otherwise) \_\_\_\_\_. Owner acknowledges receipt of one copy of this Authorization.

**SIGNATURE PAGE TO FOLLOW**

Reference

45 \_\_\_\_\_ Pro 100 Realtors  
 46 **Owner** \_\_\_\_\_ **Date** \_\_\_\_\_ REALTOR®s Firm Name \_\_\_\_\_  
 47 Email Address: \_\_\_\_\_ By Bonnie Wright 10-23-2015  
 48 \_\_\_\_\_ Bonnie Wright \_\_\_\_\_ **Date** \_\_\_\_\_  
 49 \_\_\_\_\_  
 50 **Owner** \_\_\_\_\_ **Date** \_\_\_\_\_  
 51 Email 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 Authorization to Show, 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 Authorization to Show be made. Last Revised 12/31/13. ©2011 Missouri REALTORS®

**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.