



EXCLUSIVE BUYER AGENCY AGREEMENT
(Kansas & Missouri)

1. **THIS CONTRACT** is made between _____ "BUYER" (Indicate Marital Status) and Platinum Realty, LLC ("BROKER"). By this Contract BUYER retains and appoints BROKER as BUYER'S Exclusive Agent to assist BUYER in the procurement of Property ("Property") and to negotiate terms and conditions acceptable to BUYER for the procurement of the Property as generally described in this Contract; however, BROKER shall not be obligated to seek other properties after BUYER enters into a Contract to purchase the Property.
2. **GENERAL DESCRIPTION OF PROPERTY:** BUYER desires to purchase real Property described as follows:
Type: ☐ Residential ☐ Income ☐ Vacant Land ☐ Commercial ☐ Other _____
GENERAL LOCATION: _____
APPROXIMATE PRICE RANGE: \$ _____ TO: \$ _____
3. **TERM OF AGREEMENT.** For a period beginning _____ (or date of last signature, whichever is later). This contract shall continue through 11:59 p.m. on _____.
4. **BUYER REPRESENTATIONS:**
- a. BUYER warrants that BUYER is not currently obligated under any other Buyer Agency Contracts.
 - b. BUYER warrants that BUYER is not obligated to pay any brokerage fees for properties that were previously shown to BUYER.
 - c. BUYER warrants that BUYER is not aware of any facts that would prevent BUYER from closing any sale entered into under this Contract.
 - d. BUYER agrees to comply with all applicable federal, state and local laws, rules and regulations and ordinances, including fair housing and civil rights statutes and rules and regulations.
 - e. BUYER shall attempt to secure written loan pre-approval and disclose to BROKER the status of BUYER'S loan approval and shall provide a copy of current loan approval documents including all conditions and limitations required by lender.
 - f. **BUYER AGREES TO INFORM ALL REAL ESTATE LICENSEES AND SELLERS WITH WHOM BUYER COMES IN CONTACT THAT BUYER IS A PARTY TO THIS EXCLUSIVE CONTRACT.**
5. **BROKER'S OBLIGATIONS:**
- a. Perform the terms of this Contract, exercise reasonable skill and care for BUYER, and promote the interests of BUYER with the utmost good faith, loyalty and fidelity **unless** acting as a Transaction Broker.
 - b. Seek a price and terms acceptable to BUYER.
 - c. Provide, at a minimum, the following services:
 - 1) Accept delivery of and present to BUYER offers and counter offers to purchase the Property the BUYER seeks to purchase;
 - 2) Assist BUYER in developing, communicating, negotiating, and presenting offers, counter offers, and notices that relate to the offers and the counter offers until purchase agreement is signed and all contingencies are satisfied or waived; and
 - 3) Answer BUYER'S questions relating to the offers, counter offers, notices, and contingencies.
 - d. Account in a timely manner for all money and Property received.
 - e. Comply with all applicable federal, state, and local laws, rules and regulations, and ordinances, including fair housing and civil rights statutes and rules and regulations.
 - f. Not disclose any confidential information about BUYER unless: disclosure is authorized under this Contract; disclosure is required by statute, rules or regulations; or failure to disclose would constitute a material misrepresentation, or disclosure is necessary under Missouri law to defend the affiliated licensee against an action of wrongful conduct in an administrative or judicial proceeding or before a professional committee.
 - g. Disclose to BUYER and any Seller of Property all adverse material facts actually known (or should have known, in Missouri) by BROKER. including but not limited to material facts concerning BUYER'S ability to perform under the terms of a sales contract and any facts actually known by BROKER.
 - h. Assist with the closing of the sale of the Property.
 - i. BROKER may search for properties in a Multiple Listing Service, and BROKER may, but is not required to, conduct searches and/or inquiries from other sources.

55 **6. NOTICE TO BUYER**

- 56 a. If BROKER becomes aware that BUYER will be unable to perform the terms of the sales contract, BROKER
57 may advise the SELLER of such condition.
58 b. State and federal laws may require persons convicted of certain crimes, including sexually-related offenses,
59 to register with local law enforcement. If BUYER desires this information, BUYER is responsible for
60 contacting local law enforcement. BROKER will not investigate or disclose such information.
61 c. BROKER will not investigate or disclose the presence of halfway houses, group homes, or other facilities
62 that may house individuals covered by the Federal Fair Housing Act protections.
63

64 **7. COMPENSATION TO BROKER:**

65 **Notice: The amount or rate of real estate commissions is not fixed by law.**

66 **They are fully negotiable between Buyer and Broker.**

67 **Real estate commissions include all compensation and fees to Broker.**

- 68
69 a. BROKER shall be entitled to compensation for assisting and negotiating in the procurement of Property
70 acceptable to BUYER. This section shall survive the expiration or earlier cancellation of this agreement.
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72
73 1) BUYER agrees Platinum Realty will receive compensation of a percentage commission of
74 _____% (zero if left blank) and/or;
75
76 2) BUYER agrees Platinum Realty will receive compensation as a flat commission of
77 \$_____ (zero if left blank).
78
79 b. BROKER shall be entitled to compensation as set forth herein if, BUYER enters into any Contract to acquire
80 Property of the nature described herein, which Property BROKER introduced to BUYER, or for which BRO-
81 KER acted on BUYER'S behalf. Provided that SELLER completes the transaction or is prevented from
82 doing so by BUYER. Such compensation shall be due whether the Contract to purchase Property closes
83 before or after expiration or cancellation of this contract.
84

85 **8. COLLECTING BROKER COMPENSATION FROM THE SELLER:**

- 86 a. Credit to Buyer or direct payment to BROKER, at Closing: Buyer may choose to negotiate that the Broker
87 Compensation be paid, in whole or in part, by the Seller, through a seller-credit to Buyer or paid direct to
88 BROKER, at closing. At Buyer's instruction, Broker will write this request into Buyer's offer to purchase the
89 Property.
90

91 **BUYER understands and agrees that SELLER is not obligated to pay Compensation to Buyers Bro-**
92 **ker unless agreed to in writing. Buyer remains responsible for payment of all compensation agreed**
93 **to in this agreement.**

94
95 **BUYER understands and agrees that BROKER may be compensated by more than one party in the**
96 **transaction.**

97
98 **Any compensation received by BROKER will be credited towards BUYER'S obligation under this**
99 **agreement. BUYER hereby authorizes the party handling the closing to pay**
100 **Commission to BROKER from BUYER'S funds at closing**
101

- 102 **9. BROKERAGE RELATIONSHIP DISCLOSURE:** The agency relationship between Buyer and Broker determines
103 how Broker will work on Buyer's behalf. Buyer acknowledges receiving Broker disclosure.
104

- 105 **10. BROKERAGE RELATIONSHIPS CONFIRMATION:** Unless otherwise provided herein, BUYER authorizes the
106 designated BROKER to cooperate with and receive compensation from other brokers.
107 BUYER consents to the following (*Check applicable boxes*):
108
109

- 110 ☐ Yes ☒ No BUYER consents to Buyer Agency.
111 ☒ Yes ☐ No BUYER consents to a Transaction Broker and agrees, if applicable, to sign a
112 Transaction Broker Addendum.
113 ☐ Yes ☒ No BUYER consents to Subagency.
114 ☐ Yes ☒ No BUYER consents to Dual Agency and agrees, if applicable, to sign a Disclosed

- 115 Dual Agency Amendment. **(Missouri Only)**
116 ☒ Yes ☐ No BUYER consents to Designated Agency. **(In Kansas, Supervising Broker acts**
117 **as a Transaction Broker)**
118 ☒ Yes ☐ No BUYER consents to the appointment of a Designated Agent for a Seller in
119 BUYER'S purchase of the Property. **(In Kansas, Supervising Broker acts as a**
120 **Transaction Broker)**
121

122 **11. COST OF SERVICES OBTAINED FROM OUTSIDE SOURCES.** BROKER shall not be responsible for
123 payment of any outside sources or services, including but not limited to, surveys, soil tests, title reports,
124 engineering studies, or inspections.
125

126 **12. BUYER'S IDENTITY:** Unless otherwise expressly requested in writing, BROKER has BUYER'S permission to
127 disclose BUYER'S identity to third parties without prior written consent of BUYER. BUYER additionally agrees
128 to provide BROKER, upon request, relevant personal and financial information to assure BUYER'S ability to
129 acquire Property described above.
130

131 **13. OTHER POTENTIAL BUYERS:** BUYER understands that other potential buyers may consider, make offers on,
132 or purchase through BROKER the same or similar properties as BUYER seeks to acquire. BUYER consents
133 to BROKER'S representation of such potential buyers before, during and after the expiration of this Contract. In
134 such a situation, BROKER will not disclose to any buyer the terms of another buyer's offer.
135

136 **14. NON-ASSIGNMENT OF CONTRACT:** BUYER and BROKER understand and agree that the relationship
137 created by this Contract is a personal one and that neither BUYER nor BROKER shall have the right to assign
138 this Contract to third parties.
139

140 **15. LEGAL AND PROFESSIONAL ADVICE:** BROKER suggests BUYER seek legal, tax, and other professional
141 advice relative to any real estate transaction. BROKER makes no representation or warranty respecting the
142 advisability of any transaction. BROKER is not an expert in matters relating to law, tax, financing, surveying,
143 structural or mechanical condition, hazardous material, engineering, or other specialized topics. BUYER is
144 encouraged to seek expert help in such areas. BROKER will cooperate with experts engaged by BUYER, but
145 BROKER shall have no liability to BUYER pertaining to such matters.
146

147 **16. ENTIRE AGREEMENT:** This Agency Contract constitutes the entire agreement between the parties; any prior
148 agreements pertaining thereto, whether oral or written, have been merged and integrated into this Contract. There
149 shall be no modification of any of the terms of this Contract unless such modification has been agreed to in writing
150 and signed by all parties.
151

152 **17. CYBER PROTECTION:** As a BUYER involved in a real estate transaction where money is changing hands,
153 BUYER may be a potential target for cyber-criminals. Always contact the closer directly before wiring any money.
154

155 **18. CANCELLATION:** Either Party may cancel this agreement, effective upon delivery of written notice to the
156 other party, unless the Buyer is under contract to purchase a property. Cancellation will take effect once
157 any agreed cancellation amount is received by BROKER.
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159 The following fees will apply:

- 160 a. **UPON BUYER'S CANCELLATION, BROKER shall be entitled to a cancellation fee as follows:**
161 \$ _____ (0 if left blank).
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175 **19. ADDITIONAL TERMS AND CONDITIONS, IF ANY:**

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182 **CAREFULLY READ THE TERMS HEREOF BEFORE SIGNING.**
183 **WHEN SIGNED BY ALL PARTIES, THIS DOCUMENT BECOMES PART OF A LEGALLY BINDING CONTRACT.**
184 **IF NOT UNDERSTOOD, CONSULT AN ATTORNEY BEFORE SIGNING.**

185
186 **All parties agree that this transaction can be conducted by electronic means, including email,**
187 **according to the Uniform Electronic Transaction Act as adopted in Kansas and Missouri.**
188

189
190 ☒ Broker has appointed licensee(s) below as Designated Agent(s) to the exclusion of all others.
191

192	_____	_____	_____	_____
193	LICENSEE (1) ASSISTING BUYER	DATE	BUYER	DATE
194	_____	_____	_____	_____
195	LICENSEE (2) ASSISTING BUYER	DATE	BUYER	DATE
196	_____	_____	_____	_____
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202	BROKERAGE: PLATINUM REALTY, LLC			
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Approved by Legal Counsel of Platinum Realty, LLC for exclusive use by its agents. No warranty is made or implied as to the legal validity or adequacy of this Contract, or that it complies in every respect with the law or that its use is appropriate for all situations. Local law, customs and practices, and differing circumstances in each transaction may dictate that amendments to this Contract be made. Copyright 2024. Last revised 7/2024. All previous versions of this document may no longer be valid.



Affiliated Business Arrangement Disclosure and Statement

This is to give you notice that Platinum Realty, LLC ("Platinum Realty") is part of a family of companies owned either partially or wholly by Five D I, LLC dba United Real Estate (the "Company"). Platinum Realty and/or Company also has a business relationship with the below listed settlement service providers and may advertise them for a fixed service fee.

Lenders for Mortgage Financing:

NBKC Bank

To close your Purchase or Sale and/or for Title Insurance:

Security First Title

Investors Title

To provide Home Warranty Services:

America's Preferred Home Warranty

As a result of these relationships, referral to any of the above - listed entities may provide Platinum Realty and/or Company (and/or any of its subsidiaries or affiliates) with financial or other benefit.

Set forth below are the estimated charges or a range of charges for settlement services as listed. You are not required to use the listed providers as a condition for purchase of the subject property. Platinum Realty and/or Company is authorized to disclose information to its affiliates for the sole purpose of assisting in the transaction. There are frequently other settlement providers available with similar services. You are free to shop around to determine that you are receiving the best rate for these services.

Settlement Service Company	Service Provided	Estimated Cost
NBKC Bank	Lender Fee, Credit Report and Verifications	275-400
	Appraisal	600-1,000
Investors Title	Title/Escrow Services	Sales Price Range 10,000 to 1,000,000
	Lender's Policy	14-900
	Owner's Policy	14-900
	Title Search/Exam Fees/Loan Service Charge	0-1,700
	Closing Fee	0-550
Security First Title	Title/Escrow Services	
	Lender's Policy	600-900
	Owner's Policy	240-800
	Title Search/Exam Fees/Loan Service Charge	150-500
	Closing Fee	350 - 500
America's Preferred Home Warranty	Home Warranty	499 - unlimited

HOME WARRANTY DISCLOSURE

No United Real Estate affiliated company has an ownership interest in any company offering home warranty insurance; however, when a seller or purchaser purchases a home warranty insurance policy through a United Real Estate or Platinum Realty sales associate, Platinum Realty and/or Company, receives a maximum of \$100 of the premium paid for services performed in the placement of the warranty.

ACKNOWLEDGMENT

I/we have read this disclosure form and understand that Platinum Realty LLC and/or Company are referring me/us to purchase the above-described settlement service(s) and may receive financial or other benefit(s) as a result of this referral.

Signature: X _____

Date: _____

Signature: X _____

Date: _____

Signature: X _____

Date: _____

Signature: X _____

Date: _____