



Missouri
REALTORS

Transaction Brokerage Farm Listing Contract (Exclusive Right to Sell)

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

1 Trevor Hicks Kalee Hicks (whether one or more, "Owner")
2 who represent to be all of the owners of the following described Property, appoints (*Insert Brokerage Co. name*)
3 United Country Missouri Ozarks Realty Inc ("REALTOR®"),
4 as the sole and exclusive broker with exclusive right to sell, to find a buyer for the following property, consisting of

5 155 acres more or less (the "Property"):

6 Cowley Rd 76-114 AVA MO 65608 Douglas
7 (31,33,6,5)(27,27,2,26)(R 14,14,14,14)
8 (*Complete as applicable:*)
9 Section Township Range Lot or Parcel ID No.

10 for the period beginning with the Effective Date and ending at 11:59 p.m. on July 9, 2025
11 (together with any written extension thereof, the "Listing Period") at the sale price of \$ 619,500
12 and terms of cash, or for any other price or terms to which Owner shall consent, and under the following special
13 terms (*if any*): Cash / financing

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

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

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

25 (*Check and complete all that apply*)

26 ☐ (1) **Retainer Fee:**

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

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

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

- 33 ☐ on the Effective Date of this Listing Contract
34 ☐ within _____ days after the Effective Date of this Listing Contract
35 ☐ other: _____

36 ☒ (2) **Compensation:**

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

- 40 ☐ A fee in the amount of \$ _____
41 ☒ A fee in the amount of 7 % of the sale price
42 ☐ Other: _____

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

- 45 ☒ No change, Compensation remains the same as indicated above
46 ☐ A fee in the amount of \$ _____
47 ☐ A fee in the amount of _____ % of the sale price
48 ☐ 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 3 % of sale price or ☐ Consider at a later date

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

\$ _____ or 3 % of sale price or ☐ Consider at a later date

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

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

☒ (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 \$ 200.00 due and payable: at closing

☐ 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 _____ 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.

WARRANTY PROGRAM. Owner acknowledges the availability of home warranty protection plans, and agrees to

(check one): ☐ offer a warranty plan; ☐ not offer a warranty plan; ☐ consider at a later date.

If Owner agrees to offer a warranty plan, a separate application defining the coverage of the program will be signed and REALTOR® may receive a fee from the warranty company to cover processing and administration of the plan.

DISCLOSURE AUTHORIZATIONS. Owner (check one)

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

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 the MLS, applicable brokerage law or the National Association of REALTORS® Code of Ethics and Standards of Practice (e.g., that the Property is "under contract").

Love Letters. ☐ **DOES** ☐ **DOES NOT** permit REALTOR® to accept or provide to Owner any "Love Letter" that is submitted along with or as part of any offer to purchase the Property or otherwise. (Please see General Condition 12 and DSC-1010).

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. Property Data and Disclosure Statement. Owner acknowledges having read and approved the information contained in the Property Data Form(s) (if any) regarding the Property, and that REALTOR® is authorized to rely upon said information in advertising and promoting the Property.

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

Owner authorizes REALTOR® to provide to prospects, inspectors, appraisers, prospective lenders and insurance companies, any such Disclosure Statement and information contained in any such Property Data Form(s). Owner represents that all information in the Disclosure Statement and Property Data Form(s) (if any) is (or when delivered will be) true and accurate to the best knowledge of Owner, and that Owner will fully and promptly disclose in writing to REALTOR® any new information pertaining to the Property that is discovered by or made known to Owner at any time prior to closing or settlement and constitutes an adverse material fact or would make any existing information in the Disclosure Statement or Data Form(s) 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 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 RSMo., 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 above 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. See Lead-Based Paint Disclosure Form.

D. Representations. Owner represents that, except as may be noted on a Disclosure Statement, Property Data Form or otherwise in writing: **(1)** Owner knows of no actual or proposed special subdivision, homeowner'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 the appliances 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 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. 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 any Property Data Form, 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 an abstract certified to date showing marketable title, a policy of title insurance, or evidence of insurability, and shall convey the Property if and when sold by a good and sufficient warranty deed 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 shall be prorated as of the date of delivery of the deed.

Alternatively (and applicable only if the following blank is completed), Owner agrees to pay the taxes until Closing. 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 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. MLS/Cooperation/Lock Boxes. Owner authorizes REALTOR®: (A) to file part or all of the information set forth in this Listing Contract with the MLS for dissemination to other MLS participants in accordance with the rules of the MLS and any agreements between REALTOR® and individual participants, and to provide such participants, the Association/Boards of REALTORS®, 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 on the Property, which allows REALTOR® and authorized cooperating brokers access to keys to the Property. Owner shall, without limitation, indemnify and hold harmless REALTOR®, the Association/Boards of REALTORS®, the participants, lock box manufacturer and lock box distributor/service center against and from any and all actions, suits, expenses, damages and liabilities, including attorney's fees, arising out of, connected with or resulting from the use of a lock box. Owner shall not, however, indemnify or hold lock box users harmless for claims arising out of the intentional or grossly negligent acts of the lock box users.

6. Advertising. Owner authorizes REALTOR® to take and use photographs and videotapes of the interior and exterior of the improvements located on the Property, to place a "For Sale" sign on the Property, to 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 and facsimile.

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. Owner should

remove any items of a personal nature that Owner does not want to be photographed, recorded or transmitted (e.g., family photos, paperwork and other personally identifiable information). Owner will arrange, at Owner's expense, to have all utilities turned on during any inspection and "walk-through" of the Property. The opinions resulting from such inspections may be disclosed to interested parties. Owner agrees to remove or to secure and (if Owner so desires) insure all property and valuables (including but not limited to firearms money, medicine and jewelry), to assume the risk for any vandalism, theft or damage of any kind, and 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. buyer 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.

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. 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.

10. 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. The provisions of this Section shall survive the expiration or any earlier termination of this Listing Contract.

11. 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.

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

13. Owner Consent to Brokerage Relationships:

A. Transaction Brokerage as Starting Point; Effect of In-House Sales. Pursuant to this Listing Contract, REALTOR® will initially be acting in the capacity of a transaction broker, with the duties and obligations of a transaction broker 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. If the buyer will not consent to transaction brokerage, REALTOR® may need to act as an agent to allow a transaction with Owner to proceed. 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 relationship shall be made upon its occurrence as may be required by rule or regulation.

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.

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

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

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

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

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

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

287 **D. Designated Transaction Brokers for Owner and Buyer.** Missouri law permits REALTOR® to appoint
288 one or more licensees affiliated with REALTOR® as designated transaction broker(s), to assist Owner without an
289 agency relationship, to the exclusion of all other affiliated licensees.

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

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

293 **The following is to be completed only if designated transaction brokerage is permitted and authorized as**
294 **of the Effective Date.** REALTOR® hereby appoints the following affiliated licensee(s) as designated transaction
295 broker(s) to represent Owner to the exclusion of all other affiliated licensees:

296 _____
297 _____

298 By: _____ Date: _____

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

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

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

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

311 _____ (insert name of licensee)
312 is a real estate broker or salesperson, and is (check one or more, as applicable):

- 313 ☐ a party to this transaction;
314 ☐ a principal of and/or has a direct or indirect ownership interest in ☐ Owner ☐ Buyer, and/or
315 ☐ an immediate family member of ☐ Owner ☐ Buyer.

316 **16. Special Agreements.** _____

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

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

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

330 **LISTING CONTRACT ACCEPTED**

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

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

336 United Country Missouri Ozarks Realty
337 **Insert Listing REALTOR®'s printed Firm Name**

Owner: Kelce Hicks

Print Name: Kelce Hicks

Date: 7-9-25

338
339 By: Jana Gauley

Email Address: THicks@gainesville.k12.mo.us

340 Name: _____

Phone Number: _____

341 Email Address: _____

Owner's Address: _____

342 Title: Agent

Owner: Jana Gauley

343 Date: 7/9/2025

Print Name: Kelce Hicks

Date: 7-9-25

344
345
346
347 (If applicable, insert additional name, title and email
348 address of Broker and/or Agent authorized to make
349 changes by email)

Email Address: _____

Phone Number: _____

Owner's Address: _____

350 Name: _____

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

351 Title: _____

Printed Entity Name _____

352 Email Address: _____

Title(s): _____

Measurements Disclaimer

This disclaimer applies to the following real estate (the "Property"):

County RD 76-114
Street Address

AVA
City

MO 65608 Douglas
Zip Code County

SOURCE OF MEASUREMENTS:

The undersigned Brokerage Firm(s) and its affiliated licensee(s) **Have Not** measured the acreage of the Property or the square footage of any improvement located thereon. Any information shared regarding acreage or square footage ("Measurements") has been provided from another source(s) as indicated (Check applicable box(es) below):

Source of Measurements Information:

- ☐ Prior appraisal
☐ Building Plans
☒ Assessor's Office
☐ Other _____

Any Measurements information shared has not been independently verified and is for purposes of marketing only. Measurements are an approximation and may not be exact. Measurements are not to be relied upon for purpose of a loan, valuation or for any other purpose.

If exact acreage or square footage is a concern, the Property should be independently measured.

Any independent measurement or investigation should be completed by Buyer on or before the Survey Deadline (with respect to acreage) and/or the Property Data Review Period (with respect to improvements) of the Contract.

Brokerage Firm Assisting Buyer

By (Signature) _____
Licensee Print Name: _____
Date: _____

Brokerage Firm Assisting Seller

United Country Missouri Ozarks Realty Inc
By (Signature) Jana Gault
Licensee Print Name: Jana Gault
Date: 7/9/2025 3:10 pm

The undersigned acknowledge(s) receipt of this Disclaimer:

BUYER
Print Name: _____ Date: _____

Trevor Hicks 7-9-25
SELLER
Print Name: _____ Date: _____

BUYER
Print Name: _____ Date: _____

Kate Hicks 7-9-25
SELLER
Print Name: _____ Date: _____

Approved by legal counsel for use exclusively by current members of the Missouri REALTORS®, Columbia, Missouri. No warranty is made or implied as to the legal validity or adequacy of this Disclaimer, 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 Disclaimer be made.
Effective 1/1/19.

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