Missouri REALTORS® Standard Forms Terms and Conditions of Use

By using the Missouri REALTORS® standard forms, you ("***User***") agree to be bound by the following Terms and Conditions of Use (the "***Terms***") and all applicable laws and regulations.

Missouri REALTORS® Standard Forms

The Missouri REALTORS® Standard Forms (the "***Forms***") consist of all legally approved forms contained in the Master Forms Index (**found here**) as may be amended from time to time. Missouri REALTORS® reserves the right to modify, add, or remove Forms at any time. Any form not in the Master Forms Index is no longer approved for use.

Intellectual Property Rights

The Forms are the intellectual property of Missouri REALTORS® and are protected by copyright laws. All rights, title, and interest in and to the Forms remain with Missouri REALTORS®. Any use outside these Terms, and without the express written permission from Missouri REALTORS® is prohibited, as infringement, in accordance with copyright laws.

Amendments

Missouri REALTORS® reserves the right to amend these Terms at any time. Any amendments will be effective upon posting the revised Terms on Missouri REALTORS®' website. Continued use of the Forms after such posting constitutes acceptance of the amended terms.

Limitation of Liability

In no event shall Missouri REALTORS® be liable for any damages arising out of or in connection with the improper use or inability to use the Forms, including but not limited to direct, indirect, incidental, or consequential damages.

Governing Law

These Terms shall be governed by and construed in accordance with the laws of the state of Missouri, without regard to its conflict of law principles. Any legal action brought as a result of, or to enforce, these Terms shall be brought in Boone County, Missouri. Missouri REALTORS® shall be entitled to recover reasonable court costs, including attorney's fees, if an action to enforce these Terms is required.

Grant of Licenses

Missouri REALTORS® reserves the right, at its discretion, to license the Forms for use to third-party vendors, REALTOR®-member brokers, and others as deemed reasonably necessary ("***Licensees***"). These licenses shall be non-exclusive, non-transferable, and revocable for use of the Forms solely for professional real estate transactions within the state of Missouri, and subject to these Terms. Missouri REALTORS®, at its sole and exclusive discretion, shall establish any other terms of these license agreements.

Permissible Use

All Users, and Licensees pursuant to the terms of its license agreement, shall be permitted to:

- Use the Forms in any professional real estate transaction in the State of Missouri in which (s)he is either representing a party to the transaction
- Use the Forms in a real estate transaction in the State of Missouri in which (s)he is a party, whether or not any other party is represented by another real estate professional.
- Use the Forms for training purposes within the User's or Licensee's brokerage or company, subject to any license agreement and the *Restrictions on Use* found below.
- Access the Forms only through an approved ***Vendor Platform***, as identified by Missouri REALTORS®, or as otherwise authorized under a Licensee's license agreement.

Restrictions on Use

All Users, and Licensees pursuant to the terms of its license agreement, shall not be permitted to:

- Modify, copy, distribute, or create derivative works based on the Forms, including but not limited to adding company or individual branding to the Forms and/or making revisions to the preprinted language of the Forms.
- Use the Forms for any unlawful purpose or outside the scope of professional real estate transactions.
- Share access to the Forms with unauthorized third parties, except as may be allowable under *Permissible Use*.
- Share access to the Forms with artificial intelligence ("AI") tools, software, or transaction management platforms that could lead to dissemination of the Forms to others who are not Missouri REALTORS® members.
- Use the Forms on any platform other than an approved Vendor Platform, or as otherwise authorized under a Licensee's license agreement.
- Use the Forms for any real estate licensing or continuing education courses.

Use on Vendor Platform

User acknowledges that the Forms may be accessed and used through an approved Vendor Platform. User agrees to comply with all terms and conditions of the Vendor Platform in addition to these Terms. Missouri REALTORS® is not responsible for any issues arising from the use of a Vendor Platform.

Termination

These Terms are effective until terminated. Missouri REALTORS® may terminate User's access to the Forms if User breaches any of these Terms at any time. Upon termination, User must cease all use of the Forms and destroy any copies in their possession.

Entire Agreement

These Terms constitute the entire agreement between Missouri REALTORS® and any User (with the exception of any additional terms contained in a separate license agreement) concerning the use of the Forms and supersedes all prior agreements and understandings, whether written or oral.