



## DESCRIPTION OF STANDARD FORMS APPROVED BY LEGAL COUNSEL

The current forms list provides a brief description of the purpose of each MR standard form and the effective (or last revision) date of the current approved version of each form. MR forms are periodically updated to reflect changes in the law, regulatory and industry matters. To make sure that you always use current approved standard forms, refer to this list regularly. The forms are arranged by categories including: residential (RES), farm (FRM), land (LND), disclosure (DSC), commercial (COM), condominium (CND) and miscellaneous (MSC). Riders, which are designed to accompany a sale contract in certain situations, are designated with a “R”. Notices, which are designed to facilitate delivery of certain elections required by the terms of a sale contract, are designated with a “N”.

**RES-1010: Seller’s Agency Listing Contract (Exclusive Right to Sell): Last revised 12/31/18.**

Establishes a REALTOR® as the exclusive agent of a seller/owner with the exclusive right to sell the subject Property. The form provides for a commission to be paid to the REALTOR® if a ready, able and willing purchaser is procured by anyone during the Listing Period. A commission may also be payable if the Property is sold during a Protection Period after the termination of the listing to anyone to whom the REALTOR® submitted the Property during the Listing Period (unless the property has been re-listed exclusively with another broker). A detailed analysis of RES-1010 is included in the MAR form “Instruction Manual”, which can be found at <http://www.missourirealtor.org/riskmanagement/standardforms/accessforms> (under “Additional Standard Forms Resources”).

**RES-1010 TB: Transaction Brokerage Listing Contract (Exclusive Right to Sell): Last revised 12/31/18.**

Transaction brokerage version of RES-1010 (*i.e.*, the broker is to act as a “neutral” transaction broker assisting the seller and not as an agent).

**RES-1020: Seller’s Agency Listing Contract (Optional Form): Last revised 12/31/18.**

Establishes a REALTOR® as an agent of the seller/owner for the purpose of selling the subject Property. The parties must select an exclusive right to sell or an exclusive agency.

**RES-1020 TB: Transaction Brokerage Listing Contract (Optional Form): Last revised 12/31/18.**

Transaction brokerage version of RES-1020.

**RES-1025: Seller’s Open Listing Contract: Last revised 12/31/18.**

Establishes a REALTOR® as a *non-exclusive* agent of the seller/owner for purposes of selling the subject Property (*i.e.*, an “open” listing). Among other things, an open listing does not allow for advertising on a MLS. It does not contemplate or authorize cooperation with other brokers, and specifically reserves the Owner’s right to sell the Property or list it with other brokers.

**RES-1025 TB: Transaction Brokerage Seller’s Open Listing Contract: Last revised 12/31/18.**

Transaction brokerage version of RES-1025.

**RES-1060: Seller’s Agency Contract with Builder: Last revised 12/31/18.**

For use by a REALTOR® with a builder-seller who agrees to pay a commission for procuring new home buyers in a model-house subdivision on a nonexclusive or “open” basis. Among other things, an open listing does not allow for advertising on a MLS. It does not contemplate or authorize cooperation with other brokers, and specifically reserves to the builder-seller the right to procure buyers personally or through other agents.

**RES-1060 TB: Transaction Brokerage Contract with Builder: Last revised 12/31/18.**

Transaction brokerage version of RES-1060.

**RES-2000: Residential Sale Contract: Last revised 12/31/18.**

This sale contract form is suitable for basic residential real estate sales. Other sale contract forms are available for special-purpose situations such as farms, vacant land and commercial properties. Various riders may also be used in conjunction with this form as appropriate. See *e.g.*, MSC-2011R (Government Loan Rider), MSC-2012R (Seller Financing Rider), MSC-2013R (Loan Assumption Rider), MSC-2021R (Contingency for Sale of Buyer’s Existing Property), MSC-2022R (Contingency for Closing of Buyer’s Existing Property), MSC-2023R (Back-Up Contract Rider), and DSC-8000 (Disclosure Statement for Residential Property), among many other forms. A detailed analysis of RES-2000 is included in the MAR form “Instruction Manual”, which can be found at <http://www.missourirealtor.org/riskmanagement/standardforms/accessforms>.

**RES-3000R: Option to Purchase (Residential Lease Rider): Last revised 12/31/18.**

For use as an exhibit to the Residential Lease (RES-3010) where the tenant has an option to purchase the Premises during the lease term, in exchange for a non-refundable payment.

**RES-3000N: Option Notice: Last Revised 12/31/18.**

For use in situations where the MR standard form Residential Lease (RES-3010) includes an “Option to Purchase (Residential Lease Rider)” (RES-3000R). The Option holder may utilize this form to exercise the purchase right in such a “Lease/Purchase” transaction (*i.e.*, by sending a completed “Option Notice”).

**RES-3010: Residential Lease: Last revised 10/31/18.**

For use when an owner or property manager leases a house to be used as a residence. Among other things, the parties may specify a fixed lease term or elect to enter into a month-to-month lease (by filling in the appropriate blanks). Options to elect for renewal terms, parking spaces and a security deposit (with or without mandatory carpet cleaning charges) are also provided. Revisions may be necessary for use in connection with apartments, mobile homes and individual circumstances or preferences. This form contemplates that a REALTOR® may serve as a Property Manager. (See also MSC-1000) A detailed analysis of RES-3010 is included in the MAR form “Instruction Manual”, which can be found at <http://www.missourirealtor.org/riskmanagement/standardforms/accessforms>.

**RES-3015: Residential Lease Amendment: Last revised 12/31/18.**

For use when the parties to an existing Residential Lease (RES-3010) desire to extend the term thereof, change the amount of the security deposit or rent payment thereunder, or make other changes to the existing lease terms.

**RES-3020: Pet Addendum: Last revised 12/31/18.**

For use as an Addendum to RES-3010 if the landlord allows pets.

**FRM-1000: Farm/Vacant Land or Lot Supplement to Property Data Form: Last revised 12/31/18.**

To be used to supplement a property data form (*e.g.*, MSC-1020) when a farm; vacant land or lot is involved. (*See also* DSC-8020)

**FRM-1010: Seller’s Agency Farm Listing Contract (Exclusive Right to Sell): Last revised 12/31/18.**

Establishes a REALTOR® as the exclusive agent of the seller with the exclusive right to sell a farm.

**FRM-1010 TB: Transaction Brokerage Farm Listing Contract (Exclusive Right to Sell): Last revised 12/31/18.**

Transaction brokerage version of FRM-1010.

**FRM-1020: Seller’s Agency Farm Listing Contract (Optional Form): Last revised 12/31/18.**

Establishes a REALTOR® as a Seller’s agent for purpose of selling a farm. The parties must select an exclusive right to sell or an exclusive agency.

**FRM-1020 TB: Transaction Brokerage Farm Listing Contract (Optional Form): Last revised 12/31/18.**

Transaction brokerage version of FRM-1020.

**FRM-1025: Seller’s Open Farm Listing Contract: Last revised 12/31/18.**

Establishes a REALTOR® as the non-exclusive agent of the seller/owner for purposes of selling a farm. Among other things, an open listing does not allow for advertising on a MLS. It does not contemplate or authorize cooperation with other brokers, and specifically reserves the Owner’s right to sell the property or list it with other brokers.

**FRM-1025 TB: Transaction Brokerage Seller’s Open Farm Listing Contract: Last revised 12/31/18.**

Transaction brokerage version of FRM-1025.

**FRM-2000: Contract for Sale of Farm: Last revised 12/31/18.**

This sale contract is suitable for use in connection with the sale of a farm. MSC-2011R (Government Loan), FRM-2020 (Farm Program Review Rider) MSC-2030 (Dispute Resolution) and/or DSC-8020 (Farm or Vacant Land Disclosure Statement), among many other forms, may be used in conjunction with this “Farm Sale Contract” as appropriate.

**FRM-2020R: Farm Program Review Rider: Last Revised 12/31/18.**

For use as an addendum to FRM-2000 when that Contract is to be contingent upon Buyer’s satisfactory review of any federal, state or local farm programs applicable to the Property.

**LND-1010: Seller's Agency Vacant Land Listing Contract (Exclusive Right to Sell): Last revised 12/31/18.**

Establishes a REALTOR® as the exclusive agent of the seller with the exclusive right to sell vacant land.

**LND-1010 TB: Transaction Brokerage Vacant Land Listing Contract (Exclusive Right to Sell): Last revised 12/31/18.**

Transaction brokerage version of LND-1010.

**LND-1020: Seller's Agency Vacant Land Listing Contract (Optional Form): Last revised 12/31/18.**

Establishes a REALTOR® as a Seller's agent for purpose of selling vacant land. The parties must select an exclusive right to sell or an exclusive agency.

**LND-1020 TB: Transaction Brokerage Vacant Land Listing Contract (Optional Form): Last revised 12/31/18.**

Transaction brokerage version of LND-1020.

**LND-1025: Seller's Open Vacant Land Listing Contract: Last revised 12/31/18.**

Establishes a REALTOR® as the non-exclusive agent of the seller/owner for purposes of selling vacant land. Among other things, an open listing does not allow for advertising on a MLS. It does not contemplate or authorize cooperation with other brokers, and specifically reserves the Owner's right to sell the Property or list it with other brokers.

**LND-1025 TB: Transaction Brokerage Seller's Open Vacant Land Listing Contract: Last revised 12/31/18.**

Transaction brokerage version of LND-1025.

**LND-2000: Contract for Sale of Vacant Land: Last revised 12/31/18.**

This sale contract is suitable for use in connection with the sale of vacant land. MSC-2011R (Government Loan), MSC-2030 (Dispute Resolution) and/or DSC-8020 (Farm or Vacant Land Disclosure Statement), among many other forms, may be used in conjunction with this "Vacant Land Sale Contract" as appropriate.

**DSC-1000: Real Estate Brokerage Relationship Disclosure (for Sale Contract): Last revised 12/31/18.**

May be used (and is primarily needed for use with non-MAR standard forms) to confirm disclosure of brokerage relationships (transaction brokerage, designated transaction brokerage, seller agency, buyer agency, dual agency or designated agency), and any change in status or "conversion" of those relationships, in connection with sale contract transactions, as required by MREC regulations.

**DSC-1000A: Real Estate Brokerage Relationship Disclosure (for Leases): Last revised 12/31/18.**

May be used (and is primarily needed when using non-MAR standard forms) to confirm disclosure of brokerage relationships (transaction brokerage, designated transaction brokerage, seller agency, buyer agency, dual agency or designated agency), and any change in status or "conversion" of those relationships, in connection with lease transactions, as required by MREC regulations.

**DSC-2000: Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards (for Sale Contracts):**

This federally mandated form is designed to accompany any sale contract (e.g., RES-2000, FRM-2000 or COM-2000) involving residential property constructed prior to 1978.

**DSC-3000: Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards (for Leases):**

This federally mandated form is designed to accompany any lease (e.g., RES-3010) involving residential property constructed prior to 1978.

**DSC-4000: Disclosure of Referral of Business: Last revised 12/31/18.**

For use by a broker who is affiliated with or owns an interest in another company to which the broker is referring business. The broker may use this form to disclose to the person whose business is being referred that the broker has a relationship with the company, and that the person is not obligated to use the company.

**DSC-5000: Disclosure of Information Regarding Methamphetamine/Controlled Substances: Last revised 12/31/18.**

For use by an owner or landlord to satisfy Missouri law disclosure requirements where prior knowledge exists that the subject property was used in connection with the production of methamphetamine or as the residence, storage site or laboratory of a person convicted of certain crimes involving the possession or production of methamphetamine or certain other derivative controlled substances. (A detailed analysis of DSC-5000 is included in the MAR form "Instruction Manual", which can be found at <http://www.missourirealtor.org/riskmanagement/standardforms/accessforms>.)

**DSC-6000: Disclosure of Information Regarding Waste Disposal Site or Demolition Landfill: Last Revised 12/31/18.**

For use by an Owner/Seller to satisfy the disclosure requirements mandated by §260.213 RSMO in situations where the subject property has been used as (or is the site of) a Waste Disposal Site or Demolition Landfill.

**DSC-7000: REALTOR®'s Appointment of Designated Agent: Last revised 10/31/18.**

Under Missouri law, effective September 1, 1997, a broker may designate an affiliated licensee to represent a party to the exclusion of other affiliated licensees in the same firm, thereby avoiding dual agency. If designated agents are not appointed as of the date a brokerage relationship agreement is entered into (*e.g.*, by completing the applicable blanks found at General Condition 14A of RES-1010, or any other MAR form brokerage relationship agreement), this form is intended to accomplish that result. Accordingly, designated agents may be subsequently appointed (if/when desired) and that can be separately documented by using this form. Normally, two such forms will be filled out to deal with both sides of a transaction (*i.e.*, one each for the seller and buyer, or landlord and tenant).

**DSC-7010: REALTOR®'s Appointment of Designated Transaction Broker: Last revised 12/15/18.**

Under Missouri law (eff. 1/1/2000), a designated broker may designate an affiliated licensee to assist one party to a transaction as a transaction broker and designate a different affiliated licensee to assist the other party to a transaction as a transaction broker to the exclusion of other affiliated licensees in the same firm. This form essentially works in the same way and for the same purposes as described above for DSC-7000, but is designed just for transaction brokerage appointments. Normally two such forms will be filled out to deal with both sides of a transaction (*i.e.*, one each for the seller/buyer, or landlord/tenant).

**DSC-8000: Seller's Disclosure Statement for Residential Property: Last revised 12/31/18.**

This Disclosure Statement is available for completion by a Seller regarding the condition of residential property. It covers both mandated statutory disclosures (Methamphetamine, Lead-Based Paint, Waste Disposal Site or Demolition Landfill, and radioactive sites), as well as other items that may constitute an "adverse material fact" (per 339.710 RSMO) or require disclosure under Missouri common law (such as environmental hazards, physical condition and material defects in a Property or title thereto, history of repairs, *etc.*). It is typically completed at the time a listing contract is entered into, and is also useful to explain situations where the Seller has little or no information regarding such matters (*e.g.*, if it has never been occupied by the Seller). It contains (among other things) an authorization by the Seller to distribute it to potential buyers, and Seller's acknowledgment to update it if new information is discovered prior to closing that would make any existing information false or materially misleading. The following 4 Riders may be appropriate to attach to the Disclosure Statement for certain types of properties (*i.e.*, those which include or involve items of the nature described in their captions).

**DSC-8000A - Water Well/Sewage System Disclosure Rider: Last revised 12/31/18.**

For use in situations where the subject Property includes or is serviced by a private water well or sewage system of some type (*e.g.*, a septic tank or other such system). It can be used whether the system is designed for use by a single property or multiple locations (*e.g.*, shared by others).

**DSC-8000B - Lakes & Ponds/Waterfront Property Disclosure Rider: Last revised 12/31/18.**

For use in situations where the subject Property is located upon (or perhaps wholly includes) a lake, pond or other such water feature. It covers both (a) items typically associated with a waterfront property (*e.g.*, boat docks, slips & lifts), and (b) specific detail regarding the size, maintenance, *etc.* of the associated lake/pond. It dedicates a separate page (front & back) to each of these 2 main topics. It distinguishes between "private" and "public" lakes (*e.g.*, Lake of the Ozarks, Table Rock lake). A property owner adjoining a "public" lake will not likely be familiar with the scope of details available to an owner of a "private" lake.

**DSC-8000C - Condo/Co-Op/Shared Cost Development Disclosure Rider: Last Revised 12/31/18.**

For use in situations where the subject Property is a condominium unit or some other form of "co-op" or "shared cost" development.

**DSC-8000D - Pool/Hot Tub Disclosure Rider: Last Revised 12/31/18.**

For use in situations where the subject Property contains a swimming pool, hot-tub or other such outdoor "spa" or water feature.

**DSC-8001 Measurements Disclaimer: Effective 1/1/19.**

Providing proper attribution as to the *true* source of information is KEY in situations where a licensee is relying on information that is actually obtained from a 3rd party. Litigation and liability can ensue if a client or customer is provided with information they might otherwise believe was determined or confirmed to be true and accurate by a real estate licensee. This (voluntary) form is designed to provide written evidence that any “measurement info” provided to a party (acreage or improvements s.f.) was properly attributed to its true source (e.g., appraisal, building plans, tax records or “Other”) and encourages that party to independently inspect and confirm such information if deemed important.

**DSC-8005: Rental Property Verification: Last Revised 12/31/18.**

For use in conjunction with a sale contract for residential and commercial rental properties. It is intended to be used as a disclosure statement by Seller concerning the operation of the subject Property (e.g., rent roll, expenses, management and service contracts). It may be provided in advance or at the time of entering into a Contract.

**DSC-8010: Seller’s Disclosure Statement for Commercial/Industrial Property: Last revised 12/31/18.**

This Disclosure Statement may be completed by a Seller regarding the condition of commercial property. It covers items such as appliances and mechanical systems, history of repairs, presence of easements, zoning violations or other defects and information regarding the Property.

**DSC-8020: Farm or Vacant Land or Lot Disclosure Statement: Last revised 12/31/18.**

For use with LND-2000 or FRM-2000 as a seller's disclosure statement. (*See also* FRM-1000).

**COM-1000: Landlord’s Agency Exclusive Right to Lease Agreement: Last revised 12/31/18.**

Establishes a REALTOR® as the exclusive agent of an owner with the exclusive right to lease commercial or industrial property. The form provides for a commission to be paid to the REALTOR® if a ready, willing and able lessee is procured by anyone during the term. A commission may also be payable if the property is leased during a protection period after the termination of the listing to anyone to whom the REALTOR® submitted the property during its term.

**COM-1000 TB: Transaction Brokerage Exclusive Right to Lease Agreement: Last revised 12/31/18.**

Transaction brokerage version of COM-1000.

**COM-1010: Seller’s Agency Listing Contact (Exclusive Right to Sell): Last revised 12/31/18.**

Establishes a REALTOR® as the exclusive agent of a seller for the purpose of selling commercial or industrial property. The form provides for a commission to be paid to the REALTOR® if a ready, willing and able purchaser is procured by anyone during the term. A commission may also be payable if the property is sold during a protection period after the expiration of the listing to anyone to whom the REALTOR® submitted the property during its term.

**COM-1010 TB: Transaction Brokerage Exclusive Right to Sell Agreement: Last revised 12/31/18.**

Transaction brokerage version of COM-1010.

**COM-1020: Seller’s Agency Exclusive Right to Sell or Lease Agreement: Last revised 12/31/18.**

Establishes a REALTOR® as the exclusive agent of an owner for the purpose of selling or leasing commercial or industrial property. The form provides for a commission to be paid to the REALTOR® if a ready, willing and able purchaser or lessee is procured by anyone during the term. A commission may also be payable if the property is sold or leased during a protection period after the expiration of the listing to anyone to whom the REALTOR® submitted the property during its term.

**COM-1020 TB: Transaction Brokerage Exclusive Right to Sell or Lease Agreement: Last revised 12/31/18.**

Transaction brokerage version of COM-1020.

**COM-1030: Seller’s Agency Exclusive Agency Agreement: Last revised 12/31/18.**

Establishes a REALTOR® as the exclusive agent of a seller for the purpose of selling commercial or industrial property, reserving the right for the owner to sell the property. The form provides for a commission to be paid to the REALTOR® if a ready, willing and able purchaser is procured by anyone other than the owner during the term. A commission may also be payable if the property is sold during a protection period after the expiration of the listing to anyone to whom the REALTOR® submitted the property during the term.

**COM-1030 TB: Transaction Brokerage Exclusive Brokerage Agreement: Last revised 12/31/18.** Transaction brokerage version of COM-1030.

**COM-1040: Seller's Agency Exclusive Agency to Sell or Lease Agreement: Last revised 12/31/18.** Establishes a REALTOR® as the exclusive agent of the owner for the purpose of selling or leasing commercial or industrial property, reserving the right for the owner to sell or lease the property. The form provides for a commission to be paid to the REALTOR® if a ready, willing and able purchaser or lessee is procured by anyone other than the owner during the term. A commission may also be payable if the property is sold or leased during a protection period after the expiration of the listing to anyone to whom the REALTOR® submitted the property during its term.

**COM-1040 TB: Transaction Brokerage Exclusive Brokerage to Sell or Lease Agreement: Last revised 12/31/18.**

Transaction brokerage version of COM-1040.

**COM-1050: Seller's Agency Open, Non-Exclusive Sale and/or Lease Agreement: Last revised 12/31/18.**

Establishes a REALTOR® as a non-exclusive agent of the Owner for the purpose of selling or leasing commercial or industrial Property. The form provides for a commission to be paid to the REALTOR® if the REALTOR® procures a ready, willing and able purchaser or lessee. A commission may also be payable if the Property is sold or leased during a protection period after the expiration of the listing to anyone to whom the REALTOR® submitted the Property during the term. Among other things, an open listing does not allow for advertising on a MLS or CIE. It does not contemplate or authorize cooperation with other brokers.

**COM-1050 TB: Transaction Brokerage Open, Non-Exclusive Sale and/or Lease Brokerage Agreement: Last revised 12/31/18.**

Transaction brokerage version of COM-1050.

**COM-1060: Seller's Agency Sell or Lease Agreement (Optional Form): Last revised 12/31/18.**

Establishes a REALTOR® as an agent of the owner for the purpose of selling or leasing commercial or industrial property. The parties must select an exclusive right to sell, an exclusive agency or an open listing.

**COM-1060 TB: Transaction Brokerage Sell or Lease Agreement (Optional Form): Last revised 12/31/18.**

Transaction brokerage version of COM-1060.

**COM-2000: Commercial and Industrial Real Estate Sale Contract: Last revised 12/31/18.**

This sale contract form is designed for use in connection with commercial (including apartment buildings) or industrial real estate sales. Various riders may also be used in conjunction with this form as appropriate. See e.g., MSC-2011R (Government Loan Rider), MSC-2012R (Seller Financing Rider), MSC-2013R (Loan Assumption Rider), MSC-2023R (Back-Up Contract Rider), MSC-2030 (Dispute Resolution) and/or DSC-8010 (Seller's Disclosure Statement for Commercial/Industrial Property), among many other forms, may be used in conjunction with this "Commercial and Industrial Real Estate Sale Contract" as appropriate.

**COM-2050: Inspection Notice: Last revised 12/31/18.**

This form is to be used in connection with §7 of COM-2000. The first part of the form is used by the Buyer to notify the Seller that a third-party inspection of the Property has revealed unacceptable conditions. The second part of the form is used by the Seller when the Seller agrees to satisfy either all of the unacceptable items, or only those which are listed, or agrees to a reduction in the purchase price in lieu of the Seller correcting such unacceptable items. This part of the form also allows the Seller to specify if it desires to receive copies of all of Buyer's inspection reports (or not). The third part of the form is used to indicate if the Buyer agrees (or does not agree) with the Seller's previous response. The fourth part of the form is used when either the Seller agrees to satisfy all items originally objected to by Buyer; or the Buyer agrees to waive those objections.

**COM-3000: Commercial Lease (Single Tenant): Last revised 12/31/18.**

This form is intended for simple, short-term leases of commercial property where the tenant will be the sole occupant of a "stand-alone" building. It provides for a pass-through of operating expenses, real estate taxes and/or insurance (all, none or only those exceeding a base year amount).

**COM-3010: Commercial Lease (Multi-Tenant): Last revised 12/31/18.**

This form is intended for simple, short-term leases of commercial property where the tenant will be just one of multiple occupants of a building. The parties may elect to make the tenant responsible for its proportionate share of operating expenses, real estate taxes and/or insurance (all, none or only those exceeding a base year amount).

**COM-3015: Guaranty: Last Revised 12/31/18.**

For use in situations where a landlord requires the obligations of a named tenant under a commercial lease be separately guaranteed by a third party. For example, a landlord is typically willing to enter into a lease only with someone who has a satisfactory credit and leasing history. The Guaranty is a separate legal contract, enforceable against the third party person or entity who signs it (the “Guarantor”). By signing it, the Guarantor agrees to be directly responsible for full performance by the named tenant under the lease (*i.e.*, for any “default” by such tenant). It is a guarantee of both payment and performance (*i.e.*, it is not limited to failure to pay rent). The MAR Notary/Acknowledgment forms (MSC-5000, 5010, 5020, 5030, 5040, 5050 & 5060) may be used in connection with execution of the Guaranty.

**COM-3020: Subordination, Non-Disturbance, and Attornment Agreement: Last Revised 12/31/18.**

This form (*a/k/a* a “SNDA”) is commonly used in commercial leasing transactions and designed to be entered into by 3 parties (tenant, landlord and landlord’s lender) and filed of record at the applicable County Recorder’s office. More detailed analysis can be found at <http://www.acc.com/legalresources/quickcounsel/tbosnaaa.cfm#overvi>, but in essence, a SNDA affords a tenant and a lender the assurance, despite the potential need for lender to foreclose on landlord’s property following a default under its loan agreement with lender, that the subject lease will not be “wiped out” by the foreclosure process. Instead, at least for so long as the tenant continues to perform in accordance with the terms and conditions of the lease, that lease will continue on as if the lender and tenant were the original parties thereto. In order to be accepted for filing and recording, a SNDA must be notarized. The MAR Notary/Acknowledgment forms (MSC-5000, 5010, 5020, 5030, 5040, 5050 & 5060) may be used in connection with execution of a SNDA.

**COM-4000: Notice of Real Estate Broker's Lien on Commercial Real Estate: Last revised 12/31/18.**

To be used by a commercial real estate broker to notify the record owner of property that the broker is asserting a lien against the property by reason of an unpaid commission. In using this form, the broker must comply with the Commercial Real Estate Brokers' and State Certified Real Estate Appraisers' Lien Act, §§429.600 – 429.630 R.S.Mo.

**COM-4010: Notice to Buyer of Broker's Lien on Commercial Real Estate: Last revised 12/31/18.**

To be used by a commercial real estate broker to notify a purchaser of property that the broker is claiming a commission pursuant to an agreement with the owner, and if the commission is not paid by the time of closing, that the broker is entitled to a lien on the property. In using this form, the broker must comply with the Commercial Real Estate Brokers' and State Certified Real Estate Appraisers' Lien Act, §§429.600 – 429.630 R.S.Mo.

**COM-4020: Release of Real Estate Broker's Lien on Commercial Real Estate: Last revised 12/31/18.**

This form releases a broker's lien on the described property. In using this form, the broker must comply with the Commercial Real Estate Brokers' and State Certified Real Estate Appraisers' Lien Act, §§429.600 – 429.630 R.S.Mo.

**COM-5000: Letter of Intent to Purchase Commercial Property: (Last revised 12/31/18).**

Letters of Intent can help assist preliminary negotiations between parties regarding the possibility of entering into a binding agreement for a sale or lease of commercial property. COM-5000 is made available for sale transactions.

**COM-5010: Letter of Intent to Lease Commercial Property: (Last revised 12/31/18).**

Letter of Intent version made available in connection with a possible lease of commercial property.

**CND-1000: Condominium Conversion Rider to Listing Contract: Last revised 12/31/18.**

To be used when the Owner represents (in the Condominium Rider to Listing Contract ~ CND-1010), that tenant rights under the Uniform Condominium Act apply to the sale of the Unit. This Rider discloses leases affecting the Unit, and if the tenants have been given notice of the conversion.

**CND-1010: Condominium Rider to Listing Contract: Last revised 12/31/18.**

To be attached to a Listing Contract (*e.g.*, RES-1010 or RES-1020) where the property (Unit) being sold is a condominium. To comply with the Uniform Condominium Act, Seller must determine if (s)he must provide an original sale certificate (or a resale certificate) to a Buyer, and check the appropriate box. In addition, Seller must disclose if the condominium was converted from a rental unit (in which case tenant rights may apply).

**CND-2000: Condominium Resale Certificate: Last revised 12/31/18.**

To be used if any condominium created on or after September 28, 1983 is sold by someone other than the builder or developer. A condominium Seller must provide the disclosures required in this form to a Buyer before a sale contract is signed or before the property is conveyed (or the Buyer will have termination rights). The form covers certain matters regarding the operations of the condominium owners association, such as if it has a right of first refusal on the Unit, the monthly common expense assessment, the existence of any common expense, special assessment or other fees, whether any capital expenditures are anticipated, the amount of reserves for capital expenditures, and the operating budget.

**CND-2010R: Condominium Rider to Sale Contract: Last revised 12/31/18.**

This Rider should be attached to a sale contract (e.g., RES-2000) involving condominium property. The Seller discloses whether an original sale certificate or a resale certificate is required by the Uniform Condominium Act, whether tenant rights apply, and whether the condominium association has rights of first refusal. The Buyer signs to evidence his receipt of an original sale certificate or a resale certificate.

**CND-2020R: Condominium Conversion Rider to Sale Contract: Last revised 12/31/18.**

To be used when the parties have indicated in the Condominium Rider to Sale Contract (CND-2010R) that tenant rights apply under the Uniform Condominium Act to the sale of the Unit. The Rider provides for disclosures regarding tenants' rights under leases on the subject Unit.

**PMG-1000: Property Management Agreement: Last revised 12/31/18.**

For use by a REALTOR® managing rental property on behalf of an owner. The form provides for fees for management and leasing and a termination fee on the sale of the property.

**PMG-1000N: Property Management Agreement Termination Notice: Last Revised 12/31/18.**

This form may be used by a Property Manager or Property Owner to terminate an existing Property Management Agreement (MSC-1000), either upon expiration of its Initial Term (or in the “month to month” period following the Initial Term).

**MSC-1010: Landlord’s Agency Real Estate Rental Listing Contract: Last revised 12/31/18.**

Establishes a REALTOR® as an agent of the owner of rental property for the purpose of finding a renter. The parties have the option to establish their relationship as either an exclusive and sole agent with exclusive right to lease, or an exclusive agency. The property data information form (MSC-1020) is intended to be attached to the back of the form.

**MSC-1010-TB: Transaction Brokerage Real Estate Rental Listing Contract: Last revised 12/31/18.**

Transaction brokerage version of MSC-1010.

**MSC-1020: Property Information Form: Last Revised 12/31/18.**

For use by a REALTOR® to gather data about a Property when taking a listing. The information may be used by the multiple listing service or cooperating brokers.

**MSC-1021: Internet Opt-Out Supplement to Listing Contract. Last revised 12/31/18.**

This form should be completed for any listing where the Owner does not want the Property and/or its address to be advertised on the Internet.

**MSC-1025: Short Sale Supplement to Listing Contract: Last revised 12/31/18.**

To be used when the sale of an Owner’s Property will not generate sufficient proceeds to pay in full all outstanding mortgages and/or other lien(s) secured by the Property and will require the written approval of all such lien holder(s). The form authorizes the listing REALTOR® to advertise the Property as a “short sale” or pre-foreclosure property. (See also, MSC-1026 and MSC-2015R)

**MSC-1026: Authorization to Release Information: Last revised 12/31/18.**

To be completed and signed by all Owners of a Property who are willing to authorize a lender to disclose and discuss confidential account information regarding the Owner’s loan status and related financial information to and with the agent(s) and broker identified therein, and any title company or escrow agent who may participate in the closing of the sale. Such authorization will be particularly necessary in connection with any “short sale” transaction.

**MSC-1030: Listing Contract Amendment: Last revised 12/31/18.** Allows the Owner of a property to amend a listing agreement by changing the list price, extending the listing agreement, or making other specified changes.

**MSC-1035: Buyer/Tenant Agency/Brokerage Contract Amendment: Last revised 12/31/18.**

Allows the parties to a buyer or tenant agency/brokerage relationship agreement to modify the terms thereof, including but not limited to changing the type of property to be acquired or the duration of the term thereof (including termination).

**MSC-1040: Agreement to Withdraw/Terminate Listing Contract: Last revised 12/31/18.**

Terminates a listing agreement between the REALTOR® and Owner of property, either immediately or as of an Effective Date, as referred to and selected in the Agreement. It does not contain a release of any claim by either party.

**MSC-1080: Buyer's Exclusive Agency Contract: Last revised 12/31/18.**

Establishes an exclusive agency between a REALTOR® and a buyer identified therein. The form allows a Buyer to pay a REALTOR® a “Flat Fee” component (which may be contingent or not), in addition to a commission percentage or specific dollar amount if the Buyer enters into a contract to acquire the type of property described (and REALTOR® is unable to collect a commission from the seller or listing broker), or both types of compensation. A comprehensive and detailed analysis of MSC-1080 is included in the MAR form “Instruction Manual”, which can be found at <http://www.missourirealtor.org/riskmanagement/standardforms/accessforms> (under “Additional Standard Forms Resources”).

**MSC-1080 TB: Transaction Brokerage Buyer's Exclusive Brokerage Contract: Last revised 12/31/18.**

Transaction brokerage version of MSC-1080.

**MSC-1085: Buyer's Non-Exclusive Agency Contract: Last revised 12/31/18.**

Similar to MSC-1080, but establishes a non-exclusive (“open”) agency relationship.

**MSC-1085 TB: Transaction Brokerage Buyer's Non-Exclusive Brokerage Contract: Last revised 12/31/18.**

Transaction brokerage version of MSC-1085.

**MSC-1090: Tenant's Exclusive Agency Contract: Last revised 12/31/18.**

Establishes an exclusive agency between a REALTOR® and a prospective tenant. The tenant must pay the REALTOR® a commission if a lease is entered into by the tenant during the term.

**MSC-1090 TB: Transaction Brokerage Tenant's Exclusive Brokerage Contract: Last revised 12/31/18.**

Transaction brokerage version of MSC-1090.

**MSC-1100: Authorization to Show Property: Last revised 12/31/18.**

Authorizes a REALTOR® to show property for a period not to exceed 30 days. It is to 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 and is willing to pay a commission. This is not an exclusive listing and the owner is free to deal with other brokers or persons who have not been introduced to the property by the broker named in the agreement. This form does not contemplate cooperation with another broker, or permit advertising or placing signs on the property. A comprehensive and detailed analysis of MSC-1100 is included in the MAR form “Instruction Manual”, which can be found at <http://www.missourirealtor.org/riskmanagement/standardforms/accessforms> (under “Additional Standard Forms Resources”).

**MSC-2000: Contract Amendment: Last revised 12/31/18.**

This is an amendment to a sale contract. The parties named in the Contract may amend the date(s) originally set forth therein for obtaining a loan, for closing, or for any other stated contingency or term.

**MSC-2001R: Earnest Money Rider: Last Revised 12/31/18.**

This form may be used when the parties agree that either (1) truly ADDITIONAL Earnest Money (beyond that initially called for to be delivered upon signing or within 10 banking days after the Effective Date of a Contract) is to be delivered at some point in the future (e.g., upon satisfaction or waiver of all contingencies); &/or (2) if ANY Earnest Money is to be treated as non-refundable.

**MSC-2010A: Buyer's Financing Contingency Affidavit: Last Revised 12/31/18.**

The “Financing” section (§5) of the Association’s form sale contracts (RES, FRM, LND & COM-2000) provide in part that if a Buyer is unable to obtain a loan on or before the Loan Contingency Deadline (and doesn’t have a rejection letter from the lender in hand), that a Buyer can submit a notarized affidavit to that effect (in order to exercise the financing contingency and terminate the Contract). MSC-2010A was designed to be used for this purpose (where the Buyer is an individual).

**MSC-2010B: Non-Individual Buyer's Financing Contingency Affidavit: Last Revised 12/31/18**

This alternate form is made available for use in situation where the Buyer is NOT an individual (*e.g.*, if Buyer is a LLC or other entity). An appropriate form of notary jurat must be added. (see *e.g.*, MSC-5000-5060).

**MSC-2011R: Government Loan Rider: Last Revised 12/31/18.**

For use as an addendum to RES-2000, LND-2000, FRM-2000 or COM-2000 when a Contract is to be contingent upon a Buyer's ability to obtain financing from a government loan program. The applicable paragraph(s) should be filled out, since different types of governmental financing programs call for different terms and conditions (which are to apply and control). For example, the "Amendatory Clause" applies to FHA & VA loans. Likewise, if a Contract is conditioned on a Buyer obtaining an FHA loan, then it may be appropriate to attach form HUD-92564-CN, which includes statements regarding home inspections, appraisals and radon testing. A comprehensive and detailed analysis of MSC-2011R (and MSC-2010A&B and MSC-2012R & 2013R) is included in the MAR form "Instruction Manual", which can be found at <http://www.missourirealtor.org/riskmanagement/standardforms/accessforms>.

**MSC-2012R: Seller Financing Rider: Last Revised 12/31/18.**

For use as an addendum to RES-2000, LND-2000, FRM-2000 or COM-2000 when a Contract is to be contingent upon a Buyer's ability to obtain financing from the Seller.

**MSC-2012D: Seller Financing Disclosures: Last Revised 12/31/18.**

Following adoption of the Dodd-Frank Wall Street Reform and Consumer Protection Act (the "Dodd-Frank Act"), Sellers originating a 'closed-end consumer transaction secured by a dwelling' (meaning almost all residential loans) must be registered and/or licensed as a mortgage loan originator (or face steep fines and penalties) unless exempt. The exemptions are narrow and limited. There is a "1 Property" exemption and a "3 Property" exemption. Their requirements differ and their permitted applications are not always clear. This form attempts to briefly explain these requirements and potential exemptions. It should be provided to both parties in any transaction involving Seller-financing (or any other non-licensed lender or loan originator) and they should be specifically advised to consult with private counsel for any explanation of applicable legal rights and obligations. You should never charge a separate fee for providing any services in connection with a Seller-financed transaction. Additional information regarding loan originator requirements can be found on the NAR website.

**MSC-2013R: Loan Assumption Rider: Last Revised 12/31/18.**

For use as a Rider to RES-2000, LND-2000, FRM-2000 or COM-2000 when a Contract is to be conditioned upon the Buyer's ability to obtain financing based on assumption of an existing loan(s).

**MSC-2015R: Short Sale Rider: Last revised 12/31/18.**

For use as an exhibit to RES-2000, LND-2000, FRM-2000 or COM-2000 when a Contract is to be conditioned upon the approval of the Seller's lender(s) to accept less than full payment of the mortgage or other secured lien held by it (in exchange for a release of the same). Paragraph 4 calls for delayed commencement of the Buyer's due diligence time periods to obtain financing, review title and survey, and conduct inspections until the lien holder(s) provide a written "Notice of Acceptance," and establishes an "Approval Deadline" by which such must be provided.

**MSC-2020N: Appraisal Notice: Last Revised 12/31/18.**

The option to make a Contract independently contingent upon the Property appraising at an amount equal to or greater than the Purchase Price is now incorporated directly in §5 of all of the Association's form sale contracts (RES, LND, FRM & COM-2000). If the Property does not so appraise, then a Buyer may use this form to request a reduction in the Purchase Price. If the parties do not reach a timely agreement on a price reduction (by both parties signing this form) the Contract will automatically terminate.

**MSC-2021R: Contingency for Sale of Buyer's Existing Property: Last Revised 12/31/18.**

For use as a Rider to RES-2000, LND-2000, FRM-2000 or COM-2000 when a Contract is to be contingent upon the sale and closing of a Buyer's existing property.

**MSC-2021N: Existing Property Sale/Kick-Out Notice: Last Revised 12/31/18.**

This form replaces “old” MSC-2060. It is designed for use when a Contract was made contingent on the sale of a Buyer's existing property (*i.e.*, if MSC-2021R was used). Part A of the form is to be used to notify a Seller that Buyer's existing property has gone under contract (or that it has not timely done so, and accordingly Buyer elects to terminate the Contract). Part B of the form is to be used if a Seller wants to implement the “Kick-out” clause (assuming the Buyer has not already delivered a ‘Part A’ Notice) to notify Buyer that the Contract will be cancelled in a certain amount of time, unless this contingency is waived). Part C of the form may be used by the Buyer to notify the Seller that Buyer waives the contingency.

**MSC-2022R: Contingency for Closing of Buyer's Existing Property: Last Revised 12/31/18.**

For use as a Rider to RES-2000, LND-2000, FRM-2000 or COM-2000 when a Contract is to be contingent upon the closing of an existing contract on Buyer's existing property.

**MSC-2022N: Buyer's Existing Property Failure to Close Notice: Last Revised 12/31/18.**

This form is designed for use when a Contract was made contingent on the closing of an existing contract for the sale of a Buyer's existing property (*i.e.*, if MSC-2022R was used). It is to be used to notify a Seller that the existing contract on Buyer's existing property has not (or will not) timely close (through no fault of Buyer), and accordingly Buyer elects to terminate the Contract.

**MSC-2023R: Back-Up Contract Rider: Last Revised 12/31/18.**

This form is designed for use when a Contract offer is desired to be accepted on a Property that is already subject to an existing sale contract with a different buyer (*i.e.*, as a Back-Up Contract). It is designed to be for the primary benefit of protecting a Seller (*i.e.*, so that Seller's Property is not made subject to 2 “live” contracts at the same time).

**MSC-2023N: Back-Up Contract Notice: Last Revised 12/31/18.**

This form is designed for use when a “Back-Up” Contract was accepted contingent on the termination of an existing sale contract on that same Property (*i.e.*, if MSC-2023R was used). Part A should be used by a Seller to notify the Buyer if either (1) a written release of the “Prior Contract” is available (in which case the subject Contract will no longer be a “Back-Up” that Buyer may elect to terminate), or (2) Seller elects to waive the contingency (even if a fully executed written release of it is not available, in which case all pertinent documents evidencing failure of the Prior Contract are also to be provided). Part B may be used by a Buyer to terminate a “Back-Up” Contract if either (1) Seller has not yet sent a ‘Part A’ Notice, or (2) in the absence of a fully executed written release, the ‘pertinent documents’ provided were not acceptable to the Buyer.

**MSC-2025: Home Warranty: Last Revised 12/31/18.**

Limited warranty/service plan agreements may be available for purchase and can be useful in resolving disputes between parties regarding the condition of an improved Property following its inspection. Although RES-2000 now contains a specific section (7G) regarding home warranties, this form is independently available for such purpose. Responsibility for payment of its cost (and the particulars of any such plan) should be negotiated between the parties and documented in writing if a warranty or service agreement is to be obtained. MSC-2025 can be attached as part of an offer (*e.g.*, before a FRM Contract is executed); used to confirm that the right to purchase a plan has been waived by a buyer; or possibly added to an existing Contract pursuant to a Contract Amendment (*i.e.*, MSC-2000).

**MSC-2030: Dispute Resolution: Last revised 12/31/18.** For use as an addendum to a sale contract (*e.g.*, RES-2000, COM-2000, FRM-2000 or LND-2000) where the parties (only) wish to have disputes relating to the physical condition of the real property, including claims of fraud, misrepresentation, warranty and negligence, to be settled by Small Claims Court action, voluntary mediation or binding arbitration according to the Construction Industry Rules of the American Arbitration Association. It does not provide for brokers to submit to such alternate dispute resolution procedures. A comprehensive and detailed analysis of MSC-2030 is included in the MAR form “Instruction Manual”, which can be found at <http://www.missourirealtor.org/riskmanagement/standardforms/accessforms> (under “Additional Standard Forms Resources”).

**MSC-2035R: Rental Property Contract Rider: Last Revised 12/31/18.**

For use in conjunction with a sale contract for residential or non-residential rental property (*e.g.*, RES, FRM & COM). Among other things, Seller agrees to furnish Buyer with rental/leasing documents (and Buyer is given 5 days to review and object to the same), to send notification to tenants, and to assign the subject leases to Buyer at Closing. It also allows for Buyer to inspect units of the property not previously seen by a certain date (which is to be specified).

**MSC-2036N: Tenant Notice Letter: Last Revised 12/31/18.**

The right of a buyer of a leased property to recover rent in a subsequent statutory “rent and possession” case under Chapter 535 of the Missouri Statutes, requires that “adequate and timely notice” be given to the tenant. Pursuant to §535.081 RSMO, such notice may be provided in one of 2 ways (depending on if the Property is located in a ‘County of the First Classification’ as determined by §48.020 RSMO). This form is designed to provide such required notice to alert a tenant that a Buyer (New Owner/Landlord) has purchased the Property. ***NB ~ A copy of the deed which has been recorded must be attached to this Notice.*** If the Property is located in a ‘County of the First Classification’, in lieu of the foregoing, a notice which includes a notarized affidavit executed by both the prior owner of the Property and the successor in title, stating that the Property has been transferred to the successor and the date on which the transfer occurred, may be used.

**MSC-2040: Counter Offer: Last revised 12/31/18.**

This form is to be used as a counter offer to a sale contract (RES-2000, LND-2000, FRM-2000 or COM-2000) or prior counter offer. That is, a changed version of the offer previously submitted. The counter offer must be accepted by a specified time (the “Acceptance Deadline”) or it is considered withdrawn. A new form should be used for each counter offer submitted. Until a counter offer is accepted by a Counter-Offeree, it may be withdrawn by the Counter-Offeror. A comprehensive and detailed analysis of MSC-2040 is included in the MAR form “Instruction Manual”, which can be found at <http://www.missourirealtor.org/riskmanagement/standardforms/accessforms>.

**MSC-2041: Authorization to Furnish TILA-RESPA Integrated Disclosures: Last revised 12/31/18.** MREC regulations require a real estate broker to review a closing statement to verify accuracy and make sure it contains all material financial aspects of a transaction. Under TRID, many lenders will be hesitant to share the new Closing Disclosure form with anyone but their client/borrower. In attempt to facilitate your ability to get a Closing Disclosure form directly from a lender or other settlement service provider, this one (1) page “stand alone” form provides for the parties’ express written consent to allow you to get a Closing Disclosure Form (and any other TRID documents) directly from any of the closing service providers identified (and their representatives). Learn more by watching this “*Keeping it Legal*” video at [www.bit.ly/moclosingform](http://www.bit.ly/moclosingform).

**MSC-2045: Buyer’s Inspection Authorization: Last Revised 12/31/18.**

This form is designed to facilitate and confirm a Buyer’s selection of inspection(s) and responsibility for payment of all costs charged by the applicable service provider(s) identified. It includes a laundry list of various inspections a Buyer may want to consider. It also includes (at Section B) a signature block to evidence a Buyer’s waiver of the right to conduct any inspections.

**MSC-2047N: Notice of Additional Time for Specialist Report: Last Revised 12/31/18.**

Pursuant to §7D of RES-2000, if an inspection report obtained by a Buyer indicates a specialist is required for further inspection of a particular area(s) of the Property, a Buyer may use this form to notify the Seller thereof. If delivered to the Seller prior to expiration of the originally stated Inspection Period, then Buyer will be automatically entitled to receive an additional period of time (as provided at §7D, if any) in which to deliver Buyer’s Inspection Notice (MSC-2050N) to Seller.

**MSC-2049N: Property Data Review Termination Notice: Last Revised 12/31/18.**

Pursuant to §7B of RES-2000, a Buyer may review certain “Property Data” within the time specified therein (if any, the “Property Data Review Period”) as part of the “Inspections” process. If unsatisfied with any Property Data, a Buyer may use this form to terminate the Contract by delivering it to the Seller prior to expiration of the Property Data Review Period.

**MSC-2050N: Inspection Notice: Last revised 12/31/18.**

For use with §7 of the State Association’s form sale contracts RES-2000, LND-2000 and FRM-2000. (*Note*, COM-2050 should be used with COM-2000). Part A of the form is used by the Buyer to notify the Seller that a third-party inspection of the Property has (or has not) revealed unacceptable conditions, and if the Buyer elects to terminate the Contract or pursue further negotiations. Part B of the form is used to notify the Buyer if the Seller agrees (or does not agree) to satisfy all of the unacceptable items, only those which are listed, and/or to a reduction in the Purchase Price in lieu of Seller correcting all unacceptable items. Part C of the form is used to indicate if Buyer agrees, or does not agree, with the Seller’s Response, or if Buyer desires to further negotiate (via MSC-2050NC). A comprehensive and detailed analysis of MSC-2050N is included in the MAR form “Instruction Manual”, which can be found at <http://www.missourirealtor.org/riskmanagement/standardforms/accessforms> (under “Additional Standard Forms Resources”).

**MSC-2050NC: Continuation of Inspection Notice: Last revised 12/31/18.**

For use when MSC-2050N has run its course without resolution of all items originally objected to, but Buyer wishes to continue negotiations. The first part of the form is to be used by Buyer to set forth its new counter proposal. Part D of the form is to be used if Seller agrees to satisfy either all (or only some) of the items listed in the counter proposal, or to a credit at closing in lieu of correcting such items. Part E is to be used to indicate if Buyer agrees (or does not agree) to Seller's prior Response. Part F is to be used if Seller agrees to satisfy (by the Closing Date) all items originally objected to by the Buyer; or if Buyer agrees to waive all of its original objections (*i.e.*, for capitulation purposes). A comprehensive and detailed analysis of MSC-2050NC is included in the MAR form "Instruction Manual", which can be found at <http://www.missourirealtor.org/riskmanagement/standardforms/accessforms>.

**MSC-2055N: Title & Survey Notice: Last Revised 12/31/18.**

For use with Section 6 of MAR form sale contracts RES-2000, LND-2000 and FRM-2000. It is to be completed only by the parties or their legal counsel (and not by any involved REALTOR® or Licensee). Part A of the form is used by a Buyer to notify the Seller of any "Objections" if a title inspection of the Property reveals unacceptable conditions. Part B of the form is used by a Buyer to notify the Seller of any "Objections" if a Survey of the Property reveals unacceptable conditions. Part C of the form is used to notify the Buyer if the Seller agrees (or does not agree) to satisfy either all "Objections", or only those which are listed. Part D of the form is used to indicate if the Buyer agrees, or does not agree, with the Seller's previous response. If Objections are made, the Contract will automatically terminate if a written agreement is not reached by the parties.

**MSC-2070: Option to Purchase Real Estate: Last revised 12/31/18.**

For use by a Seller to grant an exclusive option to purchase real estate (on a "stand alone" basis) for a specified period of time, in exchange for a non-refundable payment by a Buyer.

**MSC-2080R: Agreement for Possession by Buyer Prior to Closing: Last revised 12/31/18.**

For use as a Rider to a sale contract (*e.g.*, RES-2000 or FRM-2000) when a Buyer wishes to take possession of the Property for a very short time period prior to Closing.

**MSC-2085R: Limited Purpose Entry by Buyer Prior to Closing: Last revised 12/31/18.**

For use as a Rider to a sale contract (*e.g.*, RES-2000 or FRM-2000) when a Buyer is allowed temporary access to a Seller's Property for a limited purpose (*i.e.*, other than for actual possession and occupancy, in which case RES-3010 or MSC-2080R should be used), such as for storage of personal property.

**MSC-2090R: Agreement for Possession by Seller After Closing: Last revised 12/31/18.**

For use as a Rider to a sale contract (*e.g.*, RES-2000 or FRM-2000) when a Seller desires to remain in possession of the Property for a very short time period after Closing.

**MSC-2500: Survey/Elevation Certificate Order Form: Last Revised 12/31/18.**

This optional form is designed to facilitate and confirm a Buyer's selection of the type of survey (with or without improvements located) or "surveyor's real property report" (or waiver of a Buyer's right to do so), identification of the company to provide this service and ordering of the same, all as contemplated by §6 of the Residential Sale Contract (RES-2000). It also allows for the ordering of an "elevation certificate", which can be important for lakefront and other unique properties.

**MSC-2510N: Property Damage Notice: Last revised 12/31/18.**

For use with §9 of MAR form sale contracts (RES, FRM, LND & COM-2000) to assist Seller with providing Notice to Buyer if the subject Property has been physically damaged. Seller has the option to restore the Property to its prior condition (as of the Effective Date of the underlying Contract) on or before the scheduled Closing Date. If Seller does *not* restore the Property and Buyer elects to proceed with the transaction, Buyer will be entitled to all insurance proceeds. If Seller does not restore the Property and Buyer does not wish to proceed with the transaction, Buyer may rescind the underlying Contract with Earnest Money to be returned to Buyer.

**MSC-2520N: Taking Notice: Last Revised 12/31/18.**

For use with §9 of MAR form sale contracts RES, FRM, LND & COM-2000) to assist Seller with providing Notice to Buyer if the subject Property has been made the subject of or threatened with an eminent domain or condemnation action (a "Taking"). If so, Buyer may elect to either rescind the Contract, or proceed to Closing (and be entitled to all condemnation proceeds and rights).

**MSC-2600N: Final Walk-Through Form: Last Revised 12/31/18.**

This form is designed to facilitate confirmation of the occurrence and results of the “Final Walk-Through” of a Property, as contemplated by MAR form sale contracts (§17 of RES, FRM & COM-2000, and §16 of LND-2000).

**MSC-4000: Real Estate Transaction Check List: Last revised 12/31/18.**

Designed to keep track of sale transaction information and documentation in a checklist format. The form includes spaces to fill in regarding the seller, buyer, listing agreement, seller's disclosure statement, sale contract, financing agreements, title examination, contract contingencies, contract riders and other information.

**MSC-4010: Broker and Salesperson Contract: Last revised 12/31/18.**

Designed to establish the relationship between a salesperson and a broker as that of an “independent contractor” (and thus, “self-employed” vs. being an “employee”). There are differing tax withholding and reporting obligations associated with these two different types of relationships. More detailed information and factors considered in making any determinations in this regard can be found at the IRS website at <http://www.irs.gov/Businesses/Small-Businesses-&Self-Employed/Independent-Contractor-Defined>. If an employer-employee relationship is found to exist (regardless of what the relationship is called), one will not be deemed to be an independent contractor, and any earnings would generally not be subject to Self-Employment Tax. MSC-4010 does not address any commission sharing arrangements. The amount of any compensation and commission sharing arrangements must be documented separately. This contract may be terminated by either party at any time upon notice to the other party.

**MSC-4015: Referral Agreement: Last revised 12/31/18.**

Designed to allow referral of a client or prospect by one broker to another broker, and to establish the amount of any compensation to be paid to the referring REALTOR® upon closing (or consummation of a lease). It is designed for use only by and between licensed real estate brokers. A comprehensive and detailed analysis of MSC-4015 is included in the MAR form “Instruction Manual”, which can be found at <http://www.missourirealtor.org/riskmanagement/standardforms/accessforms> (under “Additional Standard Forms Resources”).

**MSC-4020: Cooperation Agreement Between Brokers: Last revised 12/31/18.**

Establishes a commission-sharing arrangement between a listing broker and a cooperating transaction broker, subagent or buyer's agent on a particular listing. The form also authorizes the cooperating selling agent to show the listed property.

**MSC-4030: Closing Work Sheet and Cash Reconciliation Statement: Last revised 12/31/18.**

For use by a REALTOR® to keep track of the charges to Buyer and Seller and the credits due Buyer and Seller at a Closing.

**MSC-4035: Prospective Purchaser Form: Last revised 12/31/18.**

For use to inform the Owner of listed property (when the listing is about to expire without a sale) that the REALTOR® has submitted the Property to one or more prospective purchaser(s). If the prospective purchaser(s) contacts Owner, Owner is instructed to refer him or her to the REALTOR®.

**MSC-4050: Mutual Release: Last revised 12/31/18.**

For use when a buyer and seller have entered into a sale contract and wish to terminate it, mutually release each other from all claims, and disburse the earnest money deposit. The parties state on the form how the Earnest Money is to be distributed. The Broker(s) involved in a transaction may also sign (and thereby become a party to) the Mutual Release, but they are not required to do so.

**MSC-4060: Prospective Buyer's Service Record: Last revised 12/31/18.**

For use by a Broker to track information on a prospective Buyer, such as style of house, price range and loan type preferred. It also contains a chart to keep a record of properties shown to a prospective Buyer.

**MSC-4070: Mortgage Verification Letter: Last revised 12/31/18.**

For use to request information from a Seller's mortgage lender regarding an existing loan on a Property.

### **Notary Acknowledgment Forms:**

A notary is a person who is authorized to administer oaths and affirmations, and certify documents as true copies. Chapter 486 of the Missouri statutes governs notary requirements and establishes their powers and duties (more information can be found at <http://www.sos.mo.gov/business/commissions/pubs/notary/>). In addition to establishing evidentiary proof of the authenticity of a signature, in order to be accepted for filing and recording as part of the public records maintained by a County Recorder, documents (such as a SNDA) must generally be notarized. Since there are different types of signatories (e.g., individuals, corporations, partnerships, limited liability companies) the following different types of notary forms are made available.

**MSC-5000: Form of Acknowledgment for Individual Signatory/ies:** Last Revised 12/31/18.

**MSC-5010: Form of Acknowledgment for Individual Signatory/ies Acting by Attorney:** Last Revised 12/31/18.

**MSC-5020: Form of Acknowledgment for Corporate Signatory (with Seal):** Last Revised 12/31/18.

**MSC-5030: Form of Acknowledgment for Corporate Signatory (without Seal):** Last Revised 12/31/18.

**MSC-5040: Form of Acknowledgment for Partnership Signatory:** Last Revised 12/31/18.

**MSC-5050: Form of Acknowledgment for Limited Liability Company Signatory:** Last Revised 12/31/18.

**MSC-5060: Form of Acknowledgment for Public Officer Signatory:** Last Revised 12/31/18.

### **OTHER NON-MAR FORMS AVAILABLE ONLINE:**

**MREC: Missouri Real Estate Commission Broker Disclosure Form:** A camera ready copy of this form may be obtained from the MREC website ([www.pr.mo.gov/realestate.asp](http://www.pr.mo.gov/realestate.asp)).

**EPA:** Booklet, "Protect Your Family from Lead in Your Home" is available at <http://www2.epa.gov/lead/protect-your-family-lead-your-home>. The following are companies who print these in nice color booklet forms and their websites are [www.gmaprinting.com](http://www.gmaprinting.com) and [www.select-publications.com](http://www.select-publications.com)

**HUD: HUD-1 Settlement Statement:** For use at closing to set forth all charges incurred by, and credits due to, the seller and the buyer in the sale and financing of the property. This form is federally mandated for closings involving a home loan by a regulated lender.

### **MAR Office Policy Manual**

The Missouri Real Estate Commission requires that real estate offices have a written brokerage relationship policy. MAR's Sample Office Policy Manual not only provides sample brokerage/agency policies but also provides policies for a broad range of real estate office issues. Bruce Aydt, ABR, ABRM, CRB, ePRO®, SRS, authored this nationally recognized Manual. This comprehensive resource includes suggested policies on presenting offers, receiving visits from government officials, fair housing compliance, Internet protocol and many other topics. It also addresses minimum brokerage services, immunity for real estate licensees for statements made by inspectors and other professionals, and Code of Ethics standards regarding multiple offers. To order the MR Office Policy go to <https://missourirealtorsportal.ramcoams.net/>. After signing in, go to "shop tab" and scroll down to OPM-Office Policy Manual icon.