



# LISTING CONTRACT AMENDMENT NAR SETTLEMENT

1 **SELLER:** \_\_\_\_\_

2  
3 **PROPERTY:** \_\_\_\_\_

4  
5 Recently, the National Association of Realtors (NAR) has been involved in legal proceedings related to its rules  
6 and policies governing real estate transactions, specifically those involving compensation structures and  
7 practices. In an effort to resolve these issues, NAR has proposed a settlement that includes changes to its rules  
8 and policies. The most significant change is that offers of compensation will no longer be listed in the Multiple  
9 Listing Service (MLS).

10  
11 Real estate agents and brokers will be required to provide clear and detailed information about the compensation  
12 structures involved in a real estate transaction. The proposed settlement includes provisions to ensure that the  
13 compensation of brokers is more transparent. These changes are designed to enhance your ability to make  
14 informed decisions during your real estate transaction.

15  
16 Except as set forth herein, the contractual obligations and conditions outlined in your: *(Check one)*

17 ☐ Exclusive Right to Sell Contract ☐ Exclusive Right to Sell Contract-Transaction Broker ☐ Exclusive  
18 Agency Listing Contract are still valid and enforceable. This amendment is effective August 14, 2024, if SELLER  
19 by that date has not executed a sale contract on the Property. The terms of the Contract between SELLER and  
20 BROKER dated: \_\_\_\_\_ is hereby modified as follows:

21  
22 **COMPENSATION TO BROKERS.**

23 SELLER acknowledges there are no standard compensation rates and the Compensation in this Contract is fully  
24 negotiable and not set by law.

25  
26 **A. COMPENSATION TO LISTING BROKER:** SELLER agrees to pay LISTING BROKER compensation which  
27  
28 shall be: \_\_\_\_\_.

29  
30 ☐ **Other Compensation:** \_\_\_\_\_. *(Check if applicable)*

31  
32 The Compensation shall be due and payable if LISTING BROKER or anyone else produces or finds a  
33 purchaser ready, willing, and able to purchase the Property at the price and terms offered now or at the  
34 price and terms acceptable to SELLER at a later date. The Compensation is exclusively for LISTING  
35 BROKER'S services and is not subject to sharing, splitting, or otherwise paying to a buyer's broker.  
36 SELLER may negotiate to cover some or all of a buyer's broker fees, which must be included in a separate  
37 contract, such as a real estate sale contract.

38  
39 **B. COMPENSATION TO BROKER ASSISTING BUYER:** In addition to the compensation to LISTING BROKER,  
40 a seller may agree, but is not required to pay the fees of a broker assisting a buyer. SELLER acknowledges  
41 that any buyer's broker may represent the interests of buyers only. *(Check one):*

42  
43 ☐ Seller is willing to compensate broker assisting buyer.  
44 SELLER *(Check one):* ☐ authorizes ☐ does not authorize LISTING BROKER to disclose  
45 SELLER'S willingness to compensate buyer's broker.

46  
47 ☐ Seller is not willing to compensate broker assisting buyer.

48  
49 **CAREFULLY READ THE TERMS HEREOF BEFORE SIGNING. WHEN SIGNED BY ALL PARTIES, THIS DOCUMENT**  
50 **BECOMES PART OF A LEGALLY BINDING CONTRACT.**

51  
52 **BROKERAGE NAME** \_\_\_\_\_ **DATE** \_\_\_\_\_ **SELLER** \_\_\_\_\_ **DATE** \_\_\_\_\_

53  
54 **LICENSEE** \_\_\_\_\_ **DATE** \_\_\_\_\_ **SELLER** \_\_\_\_\_ **DATE** \_\_\_\_\_

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