



NEW HOMES SALE CONTRACT
(Not to be used as a Cost Plus Contract
Or Construction to Perm Financing Contract)

THIS CONTRACT is made between: (PRINT NAMES AND INDICATE MARITAL STATUS; IF NOT COMPLETED, SELLER'S NAMES TO BE INSERTED BY LICENSEE ASSISTING SELLER PRIOR TO PRESENTATION TO SELLER)

SELLER: _____

BUYER: _____

☐ **Bank-Owned Property (check if applicable):** If the real property is bank-owned and the titled owner of record is not known at the Effective Date of this Contract, BUYER and SELLER agree the name of the SELLER is amended to as it is stated in the Deed at Closing and is incorporated herein by reference and in any amendments and addenda. SELLER warrants it has full authority to sign and perform on this Contract on behalf of the titled owner of record.

CONTRACT, INCLUSIONS, ADDENDA AND PROCESSES

1. THE PROPERTY. In consideration of the mutual promises and covenants herein contained, and subject to the conditions herein set forth, SELLER hereby sells and BUYER hereby purchases the following described real estate (the Property), upon which there is to be constructed or completed a dwelling unit (the Home):

Street Address	City	Zip	County
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STATE: (Check one) ☐ Missouri ☐ Kansas

LEGAL DESCRIPTION: (As described below)

2. CONSTRUCTION OF HOME. SELLER will complete construction of the Home as indicated below. (Check applicable boxes)

a. ☐ The plans and specifications (if available) prepared by _____, number _____, last dated _____, or:
☐ Plans (the "Plans") ☐ Specifications ☐ Drawings ☐ Allowance sheets

b. ☐ Substantially the same specifications, standards and materials as for the model or existing dwelling unit located at _____ (excluding: optional features, wallpaper, window treatments, decorative features and furnishings) except as modified in separate specification and allowance addendum.

c. ☐ Plans and drawings are not applicable (BUYER is purchasing an existing or completed home, Commencement or Continuation of Construction paragraph is not applicable).

	Initials	SELLER and BUYER acknowledge they have read this page	Initials	
SELLER	SELLER		BUYER	BUYER

d. BUYER has been informed that under Missouri law BUYER has the right to choose whether BUYER wishes to have a fire sprinkler system installed in the residence at BUYER'S expense.
BUYER chooses:

- ☐ To have a fire sprinkler system installed
☐ NOT to have a fire sprinkler system installed

3. **ADDITIONAL TERMS AND CONDITIONS.** _____

4. **ADDENDA/ENTIRE CONTRACT.** This Contract, together with the Addenda listed below and attached hereto, constitute the entire agreement (the "Contract") between the parties hereto and supersedes all prior agreements, if any, oral or written, between the parties hereto, with regard to the subject Property described above.

This Contract may only be amended, supplemented or terminated, in whole or in part, by written instrument executed by the parties hereto as herein provided. Whenever this Contract requires the consent of the other parties hereto, such parties agree not to unreasonably withhold or delay their consent. Change Orders may be signed by one of the BUYERS.

The following are attached or have been provided to BUYER and are a part of this Contract.

(Check applicable boxes)

- | | |
|--|--------------------------------------|
| <input type="checkbox"/> Contingency for Sale of Buyer's Property Add. | <input type="checkbox"/> Other _____ |
| <input type="checkbox"/> Plans, Specifications and/or Exhibits | <input type="checkbox"/> Other _____ |
| <input type="checkbox"/> Homeowner's Association Documents | <input type="checkbox"/> Other _____ |
| <input type="checkbox"/> Covenants/Restrictions | <input type="checkbox"/> Other _____ |
| <input type="checkbox"/> Pricing Calculation Addendum | <input type="checkbox"/> Other _____ |
| <input type="checkbox"/> Allowances Addendum | <input type="checkbox"/> Other _____ |
| <input type="checkbox"/> Kansas Energy Efficiency Disclosure | <input type="checkbox"/> Other _____ |

a. **Assignment, Amendment, Parties.** This Contract may not be assigned by either SELLER or BUYER without the prior written consent of the other. If two or more persons constitute either BUYER or SELLER, the words "BUYER" or "SELLER" will be construed to include the plural. If either party is more than one person, all obligations will be joint and several. Use of terms of gender will be interchangeable.

This Contract will be binding on the parties hereto, and their respective heirs, personal representatives, successors and permitted assigns.

This Contract will be constructed, governed and enforced pursuant to the laws of the state where the Property is located.

b. **Notices.** Any notice or other communication required or permitted hereunder may be delivered in person, by facsimile, United States Postal Service, courier service or email to the address set forth in this Contract or such other address or number as will be furnished in writing by any such party.

Such notice or communication will be deemed to have been given as of the date and time so delivered. Delivery to or receipt by the Licensee assisting BUYER will constitute receipt by BUYER and delivery to or receipt by the Licensee assisting SELLER will constitute receipt by SELLER.

_____|_____| Initials **SELLER and BUYER acknowledge they have read this page** Initials _____
SELLER | SELLER BUYER | BUYER

c. **Representations.** It is acknowledged that Broker and any Escrow Agent are acting as agents only and are not responsible to either party for the performance of any term or condition of this Contract or for damages for non-performance thereof.

BUYER acknowledges that the display homes, including, without limitation, the furnishings, appliances, finish, landscaping and other items therein are for display purposes only and may not be included in this Contract.

The developer of the subdivision in which the Property is located is not a party to this Contract and will not be responsible or liable for the performance or non-performance hereof.

d. **Effective date.** The **Effective Date** will be the date of final acceptance by the last party to sign this **Contract** or a **Counter Offer Addendum**, the **Brokerage Relationship Disclosure Paragraph** of this Contract.

e. **Time is of the essence.** Time is of the essence in the performance of the obligations of the parties under this Contract. With the exception of the term "banking days," as used herein, a "**day**" is defined as a 24-hour calendar day, seven (7) days per week.

f. **Electronic transaction.** All parties agree this transaction may be conducted by electronic means, including email, according to the Uniform Electronic Transaction Act as adopted in Kansas and Missouri.

5. **SUBSURFACE CONDITIONS.** It is understood this paragraph refers to subsurface conditions not visibly apparent and would not be part of normal excavation. It is recommended BUYER obtain any tests pertaining to subsurface conditions to further reduce the likelihood of unexpected expenses. BUYER will pay the cost of all such inspections.

The Purchase Price herein stated is predicated upon no rock or shale being encountered while excavating or ditching, or any condition below the surface of the ground presenting problems due to the presence of springs or other water streams, unstable soil, expansive soil on the Property. In the event any such conditions are encountered, SELLER agrees to notify BUYER immediately, in writing, of said conditions and the additional costs necessary to correct said conditions. SELLER'S allowance for excavating (included in Purchase Price) \$ _____.

Additional out-of-pocket costs in excess of SELLER'S allowance will be paid as follows: BUYER will pay the first \$ _____ and SELLER will pay the next \$ _____. SELLER will provide written documentation of any such overages. Any additional overages will be handled as the following: _____% paid by the BUYER _____% paid by the SELLER (split 50/50 if left blank).

6. **SITE PREPARATION.** It is understood that this paragraph refers to the expenses incurred to adapt this home to this specific site which shall include but not be limited to: tree removal, retaining walls, fill material & hauling, developer requirements (such as roof, siding, landscaping, etc.), walkout and daylight basement conditions, additional foundation expenses, utility installations, grading, drainage, city sidewalks, oversized driveways, etc.

SELLER has reviewed the engineered site plan prior to construction and has built in a site preparation allowance of \$ _____ (included in Purchase Price).

If actual costs for said Site Preparation exceed SELLER'S allowance will be paid as follows: BUYER will pay the first \$ _____ and SELLER will pay the next \$ _____. Seller will provide written documentation of any such overages. Any additional overages will be handled as follows: _____% paid by the BUYER _____% paid by the SELLER (split 50/50 if left blank).

Initials	SELLER and BUYER acknowledge they have read this page	Initials
SELLER		BUYER

154 7. **PLANS AND CHANGE ORDERS.** BUYERS may request in writing, on SELLER'S Change Order form,
155 certain additions, deletions, substitutions or revisions to the Plans, and, if agreed to by BUYER and
156 SELLER, provisions of this Contract will apply thereto with the same effect as if embodied in the original
157 Plans. **The Change Order form should identify all changes and any delays in the Closing Date, if**
158 **any.**

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160 Changes will be accounted for in the Change Order Form by either amending the Purchase Price or a
161 Cash Payment for such changes if any; **cash payments will be NON-REFUNDABLE.**

162
163 **No verbal Change Order requests will be made by BUYER. BUYER agrees not to give any Change**
164 **Orders directly to any subcontractors or suppliers of SELLER without SELLER'S prior written**
165 **consent.**
166

167 8. **MATERIALS.** Materials, including allowances, selected by BUYER for the Home must be obtained from
168 SELLER'S existing supplier, be available for immediate installation, and be installed by SELLER, or his
169 employees, agents, contractors or subcontractors. Any deviation must be mutually approved by BUYER
170 and SELLER through written Change Orders.

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172 BUYER will make selections in writing on SELLER'S form of any optional color, style or material
173 offered by SELLER and at the time and place designated by SELLER.

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175 If BUYER fails to make all required selections within ten (10) calendar days after SELLER'S request
176 therefore, SELLER may make selections consistent with the plans and specifications.
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178 9. **ALLOWANCES, ADJUSTMENTS AND OVERAGES.** It is understood and agreed that in the event
179 BUYER exceeds SELLER'S allowances, overages will be paid directly to SELLER or supplier at the time
180 of selection by BUYER and will not be refundable to BUYER unless SELLER fails to close in accordance
181 with the terms of this Contract.

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183 In the event BUYER'S selections are less than SELLER'S allowances, BUYER may apply the difference
184 to another allowance or receive credit at Closing, if permitted by BUYER'S Lender. It is understood by
185 BUYER that landscaping allowance may not be credited and landscaping must be installed.
186

187 10. **DECLARATIONS.** BUYER understands that title to the Property will be subject to any Homeowner's
188 Association Declarations and/or Restrictions.

189
190 11. **PLACEMENT OF IMPROVEMENTS.** After consultation with BUYER, SELLER reserves the right to
191 make the final decision of placement of the Home on the lot, the height of the driveway, the number of
192 steps to the Home, garage and from the driveway to the front stoop.

193
194 The final decision on the placement of the Home on the lot, exterior paint/stucco colors of the Home, as
195 well as certain building materials and other matters affecting construction is reserved for the
196 Homeowner's Association and/or developer's approval. Such declarations and their provisions will not be
197 a basis for objections to title.
198

199 12. **DRAINAGE.** Unless otherwise expressly provided in the Plans, the Purchase Price includes a drainage
200 system consisting solely of grading of the Property in accordance with the overall approved grading
201 plans for the development and installation of gutters, down spouts and splash blocks.

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203 If any other grading, drains or other installations become necessary for the Property to drain properly
204 (even after Closing) or if grading in accordance with the developer's plans is impractical or ineffective
205 due to grading of adjacent properties by other parties, SELLER will notify BUYER of any such conditions.
206 If this occurs prior to Closing, the Purchase Price will automatically increase by the amount of SELLER'S
207 additional out-of-pocket costs incurred in connection therewith or, if after Closing, BUYER will pay such
208 additional costs.

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209 **13. CHANGES IN GOVERNMENT REQUIREMENTS.** The Purchase Price is predicated upon a
210 continuation after the Effective Date of this Contract of the currently applicable building codes and the
211 enforcement policies thereunder, permitting requirements and fees (including but not limited to required
212 government financing fees), and similar government and utility requirements.
213

214 In the event any change in such matters becomes effective after the Effective Date of this Contract and
215 the change affects the costs for the Home, SELLER will notify BUYER and the Purchase Price will
216 automatically increase or decrease by the amount of SELLER'S additional out-of-pocket costs incurred
217 in connection therewith.
218

219 **14. WARRANTY AND SERVICE PROGRAMS.** SELLER will assign over to BUYER any warranties given
220 to SELLER by suppliers of appliances, machinery, equipment, plants, sod, trees, etc. incorporated into
221 the Property.
222

223 **SELLER WILL MAKE NO WARRANTIES OTHER THAN THE EXPRESS LIMITED WARRANTIES**
224 **SPECIFICALLY SET FORTH OR REFERENCED IN THIS CONTRACT.**
225

226 SELLER disclaims, and BUYER knowingly, with full awareness of the consequences thereof, and as a
227 result of the negotiations and discussions with SELLER resulting in this contract, waives any and all
228 warranties express or implied, that are not expressly set forth or referenced in this contract, including,
229 without limitation, any implied warranty of habitability, of merchantability, or of fitness for a particular
230 purpose.
231

232 The specific limited warranties set forth or referenced in this contract do not cover personal injury,
233 damage to personal property or consequential damages (unless otherwise required by state law).
234

235 BUYER acknowledges that Broker has not made any representations or warranties with respect to the
236 Property.
237

238 Notwithstanding the provisions of any warranty to the contrary, BUYER agrees not to expect or
239 demand perfection and SELLER will not be liable or responsible for or obligated to repair or replace:
240

- 241 a. Minor imperfections in work performed or in materials supplied, which BUYER hereby acknowledges
242 are normal and expected, or defects which are the result of characteristics of the materials when
243 properly used;
244 b. Shrinkage or movement cracks in woodwork, doors and hardwood floors (BUYER recognizes that
245 wood by its very nature will expand and contract);
246 c. Yellowing or other discoloration of materials caused by sunlight, lack of sunlight, cleaning products or
247 other causes;
248 d. Disintegration of concrete or other materials, or color differentials in concrete caused by weather or
249 use of salt, chemicals or other substances;
250 e. Any workmanship performed or materials supplied:
251 1. By any third party with whom BUYER instructs SELLER to Contract with and with whom
252 SELLER would not otherwise Contract;
253 2. By BUYER or anyone engaged by BUYER (excluding SELLER);
254 3. In accordance with any plans supplied or required by BUYER and not approved by SELLER;
255 or
256 4. In accordance with the standards of residential construction in the area in which the Property is
257 located;
258 f. Any septic tank systems, hot tubs or swimming pools and related installations;

	Initials	SELLER and BUYER acknowledge they have read this page	Initials	
SELLER	SELLER		BUYER	BUYER

- g. Any defects to the extent caused or made worse by:
1. The negligence, improper maintenance, abuse or improper operation by anyone other than SELLER or its employees, agents, suppliers or subcontractors;
 2. The failure of BUYER to perform general maintenance or to properly care for the Property, including without limitation, maintenance of proper humidity levels;
 3. The failure of BUYER to give notice to SELLER of the defect within a reasonable time after discovery by BUYER; or
 4. Any additions or alterations made by anyone other than SELLER or its employees, agents, suppliers or subcontractors;
- h. Normal wear and tear or normal deterioration;
- i. Damage from insects, pets, accidents, fire, explosion, smoke, lightning and other casualty losses or acts of God or damage caused in any way by the elements; and
- j. Sinking or shifting of land untouched by SELLER or due to causes beyond SELLER'S reasonable control;
- k. SELLER does not guarantee the life of sod, trees or shrubs planted by SELLER against damage caused by weather, nor against unsatisfactory growth due to inadequate watering or cultivation by BUYER or against other causes beyond SELLER'S control. Precautions will be taken to protect existing trees, but SELLER neither guarantees their life or removal in the event they subsequently die.

SELLER WARRANTIES. BUYER and SELLER are cautioned that some loan programs (typically, but not limited to, FHA, VA loans) have specific performance standards for a new home warranty. These standards must be satisfied for the loan to be approved by the lender. BUYER and SELLER are advised to confirm that the identified new home warranty checked below satisfies lender requirements, if any.

(Check Applicable Box(es) Below)

- ☐ **A. LIMITED ONE YEAR WARRANTY:** SELLER warrants the Property for a period of one (1) year from the Closing Date, against structural and mechanical defects brought to SELLER'S attention in writing within that time. SELLER, at its expense, will make all repairs and replacements of any nature or description to the Property, interior or exterior, structural or non-structural, as will become necessary by reason of faulty workmanship or materials which are brought to SELLER'S attention in writing within one (1) year after the Closing Date.

The choice between repair and replacement will be solely that of the SELLER. SELLER will NOT be liable or responsible for, or obligated to repair or correct, any workmanship performed or materials supplied by BUYER, or performed by anyone other than SELLER or his employees, agents, contractors or subcontractors, or for any defects in the Property to the extent caused or made worse by negligence, improper maintenance, or improper operation by anyone other than SELLER, his employees, agents, contractors or subcontractors.

The express written warranties provided in this paragraph and otherwise contained in this Contract are in lieu of any implied warranties, including, without limitation, those of habitability, fitness for a particular purpose or merchantability.

☐ Service provided by SELLER or ☐ THIRD PARTY PROVIDER _____.

☐ **SELLER has no written warranty service policy or procedure. SELLER must be contacted within one (1) year of Closing Date and advised of eligible call back items. SELLER will schedule with BUYER for repairs at a mutually agreed time.**

SELLER	SELLER	Initials	SELLER and BUYER acknowledge they have read this page	Initials	BUYER	BUYER
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☐ **B. SELLER WRITTEN LIMITED WARRANTY PROGRAM:** The Property, including the Property to be constructed thereon, is covered by SELLER'S Limited Warranty (the "Limited Warranty"), a copy of which will be provided prior to:

(Check one) ☐ signing of Contract, or ☐ Closing.

The Limited Warranty contains the sole express warranty provided by SELLER to BUYER.

Service provided by ☐ SELLER or ☐ THIRD PARTY PROVIDER

☐ **C. INSURED LIMITED HOME WARRANTY PLAN:** The Limited Warranty Plan provided by _____ will be provided no later than Closing.
(Vendor)

☐ **D. EXTENDED LIMITED MECHANICAL EQUIPMENT WARRANTY/SERVICE PLAN:**

☐ BUYER ☐ SELLER agrees to purchase from _____ at a cost not to exceed \$ _____ an Extended Limited Warranty Plan with said sum to be paid at time of Closing.

The Limited Extended Warranty Plan is a limited service Contract covering repair or replacement of certain working components on the Property, as described in the plan, subject to a per claim deductible. BUYER has been given a copy of the application for the warranty plan, and agrees that Broker may receive a fee from the warranty company.

☐ **E. THIS PROPERTY DOES NOT HAVE A LIMITED HOME WARRANTY**

NOTWITHSTANDING ANY LANGUAGE TO THE CONTRARY SET OUT IN THIS WARRANTY PROGRAMS PARAGRAPH, NOTHING IN THIS ADDENDUM WILL BE CONSTRUED TO LIMIT OR DISCLAIM ANY WARRANTY, WHETHER STATUTORY OR IMPLIED AT COMMON LAW, WHICH UNDER APPLICABLE STATE LAW, CANNOT BE LAWFULLY LIMITED OR DISCLAIMED.

15. ESCROW OF INCOMPLETE ITEMS. Any incomplete items (excluding any title deficiencies, warranty, orientation tour items or remedial items) required to be completed prior to Closing will be listed along with their respective costs, as determined by SELLER, and deducted from SELLER'S proceeds along with any amounts required to be held in escrow in excess of the allowance and held in escrow. Escrow funds for each completed item listed will be released to SELLER in accordance with the terms of the escrow agreement.

BUYER and SELLER agree to execute an escrow agreement at Closing in a form satisfactory to SELLER, BUYER, Lender and the escrow agent. In the event an escrow is required as a result of BUYER'S request for delay in the installation of landscaping, sod, sprinkler system, fencing or other exterior amenities, BUYER agrees that any amounts required to be held in escrow in excess of the allowances provided in this Contract will be deposited by BUYER, and that any inspection or re-inspection fees for said items will be paid by BUYER. In the event an escrow is required as a result of SELLER'S request for delay, any inspection or re-inspection fees will be paid by SELLER.

_____|_____|Initials **SELLER and BUYER acknowledge they have read this page** Initials _____
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408

16. PURCHASE PRICE. The **Purchase Price** for the **Property** is\$ _____
which BUYER agrees to pay as follows:

- a. Earnest Money will be delivered:** to Listing Agent or Escrow Agent
☐ with this contract, or
☐ within _____ calendar days (two (2) if left blank) of Effective Date.

If not received as specified, SELLER may cancel this Contract by written notice.

- b. Earnest Money** in the form of: (Check one)

☐ Personal Check **OR** ☐ Other _____
in the amount of (Check one) \$ _____(b)

☐ NON-REFUNDABLE ☐ REFUNDABLE

Deposited with: _____

BUYER acknowledges that funds payable to and held by SELLER **WILL NOT** be held subject to the terms of the Earnest Money and Additional Deposits paragraph and may not be refundable.

- c. Lot Reservation Deposit** Transferred/Assigned to:

☐ Personal Check **OR** ☐ Other _____
from Lot Sale Contract or Lot Reservation Agreement dated _____
_____ in the amount of (Check one) \$ _____ (c)

☐ NON-REFUNDABLE ☐ REFUNDABLE

- d. Additional Earnest Money** will be delivered
on or before: _____

☐ Personal Check **OR** ☐ Other _____
in the amount of (Check one) \$ _____ (d)

☐ NON-REFUNDABLE ☐ REFUNDABLE

Deposited with: _____

BUYER acknowledges that funds payable to and held by SELLER **WILL NOT** be held subject to the terms of the Earnest Money and Additional Deposits paragraph and may not be refundable.

- e. Additional Earnest Money** will be delivered on or before: _____

☐ Personal Check **OR** ☐ Other _____
in the amount of (Check one) \$ _____(e)

☐ NON-REFUNDABLE ☐ REFUNDABLE

Deposited with: _____

BUYER acknowledges that funds payable to and held by SELLER **WILL NOT** be held subject to the terms of the Earnest Money and Additional Deposits paragraph and may not be refundable.

Initials ***SELLER and BUYER acknowledge they have read this page*** Initials
 SELLER | SELLER BUYER | BUYER

- 409 f. **Other Deposits** as defined in attached Addendum \$ _____ (f)
410
411 g. **Total Amount Financed** (Zero if Cash Sale)
412 (not including financed mortgage insurance premiums,
413 or Closing Costs, if any). \$ _____ (g)
414
415 h. **Approximate amount due from BUYER at time of Closing,**
416 excluding adjustments, prorations, primary and additional
417 financing as set forth in Financial Terms, Closing costs,
418 and/or prepaid expense, if any. Said amount to be in the
419 form of **CERTIFIED FUNDS** on the date of Closing. \$ _____ (h)
420

421 **The words "NON-REFUNDABLE" when used in connection with a payment and/or deposit made or**
422 **to be made by BUYER, unless otherwise expressly stated, will mean that the BUYER will NOT be**
423 **entitled to a return of the payment and/or deposit under any circumstances, except when SELLER**
424 **fails to perform on the contract.**
425

426 i. **TOTAL ADDITIONAL SELLER EXPENSES (Each line \$0 if left blank):**

- 427
428 1. Additional SELLER paid costs. In addition to any other costs SELLER
429 agreed to pay herein, SELLER agrees to pay other allowable Closing
430 costs permitted by Lender(s) and/or prepaid items for BUYER, not
431 to exceed: \$ _____
432
433 2. **Lender(s) approved down payment assistance costs.** \$ _____
434
435 **TOTAL ADDITIONAL SELLER EXPENSES NOT TO EXCEED:** \$ _____
436

437 j. **OTHER FINANCING COSTS.**

- 438
439 1. **Loan Costs.** BUYER agrees to pay all customary costs necessary to obtain the Loan(s)
440 (including but not limited to, origination fees, discounts or buy-downs) unless otherwise
441 agreed.
442
443 2. **Private Mortgage Insurance (PMI).** BUYER will pay any up front PMI premium and annual
444 renewal premiums or will finance the PMI as a part of the Loan(s), if required by Lender(s).
445
446 3. **FHA Mortgage Insurance (MIP).** BUYER will pay any up front MIP premium and annual
447 renewal premiums or will finance MIP as a part of the Loan(s).
448
449 4. **VA Funding Fee** as required by Lender(s) will be paid at Closing by the BUYER or financed
450 as part of the Loan(s).
451
452 5. **USDA Funding Fee** as required by Lender(s) will be paid at Closing by the BUYER or
453 financed as part of the Loan(s).
454
455 6. **Flood Insurance.** BUYER agrees to pay for flood insurance if required by Lender.
456

_____|_____|Initials **SELLER and BUYER acknowledge they have read this page** Initials _____
SELLER | SELLER BUYER | BUYER

17. **CLOSING AND POSSESSION.** Closing Date means (Check one) ☐ _____,
or ☐ _____ calendar days (one hundred-eighty (180) if left blank) after satisfaction or waiver of all
financing or other contingencies hereunder or such earlier date after issuance of a certificate of
occupancy or temporary certificate of occupancy as may be acceptable to both parties. On or before
_____ ("Closing Date"), SELLER must execute and deliver into escrow with the title
company(s) or other Closing Agent(s), a general warranty deed (or special warranty deed or fiduciary
deed, if SELLER is a corporation, association, financial institution or fiduciary) and all other documents
and funds necessary to satisfy SELLER'S obligations under this Contract.

On or before the Closing Date, BUYER must execute and deliver into escrow with the title company(s)
or other Closing Agent(s), all documents (including note(s), mortgage(s)/deed(s) of trust, and any
other documents required by BUYER'S Lender(s), if BUYER is obtaining financing) and funds
(including Loan proceeds, if BUYER is obtaining financing) necessary to satisfy BUYER'S obligations
under this Contract.

**SELLER and BUYER acknowledge all funds required for Closing must be in the form of
cashier's check, wire transfer or other certified funds.**

When all documents and funds have been executed and delivered into escrow with the title
company(s) or other Closing Agent(s), the Closing will be completed. SELLER agrees to give
possession and provide keys to BUYER immediately following completion of Closing, recording and
availability of SELLER'S proceeds.

**BUYER will not occupy the Property or place personal property in or on it prior to completion of
the Closing and disbursement or availability of SELLER'S proceeds.**

18. **APPRAISED VALUE CONTINGENCY.** Notwithstanding any other terms of this contract BUYER may
within _____ calendar days (thirty (30) days if left blank) from the Effective Date of this contract obtain
at the BUYER EXPENSE, a PRELIMINARY APPRAISAL of the Property by an independent licensed
appraiser.

BUYER is aware that some additional upgrades/ overages/ change orders added during construction
may not be recognized by the appraiser as adding real value and therefore may cause a discrepancy
between the PRELIMINARY and FINAL APPRAISAL. **If BUYER'S Lender(s) will not increase the
BUYER'S Loan Amount to account for the said discrepancy, BUYER understands that a cash
payment will be required either at the time of the change order or closing to account for the
difference between the PRELIMINARY and FINAL Appraisal.**

19. **SALE CONTINGENCY.** In the event the sale is contingent upon the sale and/or Closing of BUYER'S
Property, the Contingency For Sale and/or Closing Of Buyer's Property Addendum must be
attached.

20. **FINANCIAL TERMS.**

☐ **THIS IS A CASH SALE.** BUYER must provide written verification of source of funds within
_____ calendar days (five (5) days if left blank) which are sufficient to complete the Closing on
this Contract.

☐ **THIS IS A FINANCED SALE.** This Contract is contingent upon BUYER obtaining the financing
described in this paragraph.

BUYER may obtain Loan(s) different from those described herein provided that the terms of the
Loan(s) do not result in additional costs to SELLER, delay the Closing Date, or change the Loan
approval time frame. These changes must be agreed in writing, by both parties, within five (5)
calendar days of BUYER'S knowledge and no later than _____ calendar days before Closing Date
(fifteen (15) days if left blank).

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SELLER	SELLER		BUYER	BUYER

BUYER and SELLER are hereby informed that any changes to the terms below after the Effective Date of the Contract have the potential to delay Closing and/or change costs due to federal regulations.

a. **Type of Financing.** Loan(s) will be ☐ owner-occupied Loan(s) or ☐ investment Loan(s).

b. **Loan Types/Terms.** Buyer will obtain a Loan(s) upon the following terms:

Type:	Primary Loan	Secondary Loan
Conventional	<input type="checkbox"/>	<input type="checkbox"/>
FHA	<input type="checkbox"/>	<input type="checkbox"/>
VA	<input type="checkbox"/>	<input type="checkbox"/>
USDA	<input type="checkbox"/>	<input type="checkbox"/>
Other _____	<input type="checkbox"/>	<input type="checkbox"/>
Interest Rate:		
Fixed Rate	<input type="checkbox"/>	<input type="checkbox"/>
Adjustable Rate	<input type="checkbox"/>	<input type="checkbox"/>
Interest Only	<input type="checkbox"/>	<input type="checkbox"/>
Other _____	<input type="checkbox"/>	<input type="checkbox"/>
Amortization Period	_____ years	_____ years
Principal Amount or LTV	_____	_____

All Loan amounts will include financed mortgage insurance premiums or VA funding fee, if any, according to the provisions described herein (the "Loan"). The Loan(s) will be secured by a mortgage/deed of trust on the Property or as otherwise required by Lender(s), and repayable in monthly installments.

c. **The Loan(s) will bear interest as follows:**

1. Primary Loan _____ interest rate not exceeding _____% per annum or _____ the prevailing rate at Closing
2. Secondary Loan _____ interest rate not exceeding _____% per annum or _____ the prevailing rate at Closing

BUYER has the option to "lock in" the foregoing interest rate or to "float" the interest rate.

If BUYER locks in a rate, BUYER agrees to accept the "locked" rate and terms even if different than those stated above. If BUYER floats the rate, BUYER agrees to accept the rate and terms available from BUYER'S Lender(s) for which BUYER qualifies at Closing.

d. **Loan Application(s).**

- ☐ **BUYER IS PRE-APPROVED** (See attached Lender(s) letter(s).) BUYER has submitted information to _____ / _____ ("Lender(s)") who has checked BUYER'S credit and indicated that BUYER can qualify for a Loan(s) in an amount equal to or greater than the Loan(s) contemplated in this Contract, subject to satisfactory appraisal of the Property and any other conditions set forth in the attached Lender(s) letter(s). The pre-approval must indicate that the BUYER'S credit is acceptable to Lender(s) and indicate whether or not the pre-approval is subject to the sale and Closing of the BUYER'S current Property.

_____	Initials	SELLER and BUYER acknowledge they have read this page	Initials	_____
SELLER	SELLER		BUYER	BUYER

☐ **BUYER IS NOT PRE-APPROVED.** Within _____ calendar days (five (5) days if left blank) after the Effective Date of this Contract, BUYER will complete a written application.

BUYER agrees to authorize Lender(s) to perform all required services (credit report, appraisal, etc.), pay the fees required by Lender(s), and provide Lender(s) with all information requested within _____ calendar days (fifteen (15) days if left blank) after Effective Date.

SELLER is aware that pre-approval is not a guarantee that BUYER will receive Lender(s) Loan approval(s).

- e. **Loan Approval(s).** BUYER agrees to make a good faith effort to obtain a commitment for the Loan(s) within _____ calendar days (forty-five (45) days if left blank) from the Effective Date of this Contract (the "Loan Approval Period") or within _____ calendar days (five (5) days if left blank) prior to the Closing Date, whichever is earlier.

If BUYER is unable to obtain a commitment for the Loan(s) within the Loan Approval Period, SELLER may cancel this Contract by written notice.

Upon written evidence of rejection provided by BUYER'S Lender(s), BUYER or SELLER may cancel this contract by written notice.

In either case, BUYER'S Earnest Money will be subject to the provisions of the Earnest Money and Additional Deposits paragraph of the Contract.

- f. **Lender Appraisal Requirements.** In addition to any other costs or sums to be paid by SELLER pursuant to this Contract, SELLER agrees to pay an amount not to exceed \$_____ (zero (0) if left blank) for requirements contained in the Lender's appraisal. If any repairs are required, they will be performed in a workmanlike manner with good-quality materials. Appraisal and/or Lender(s) requirements will include inspections and/or repairs, but not any for which BUYER has agreed to be responsible elsewhere in this Contract.

If appraisal and/or Lender(s) requirements exceed the amount in this blank and if SELLER and BUYER have not agreed in writing to a resolution of the excess appraisal and/or Lender(s) requirements prior to the Closing Date, or within the time period (no less than five (5) calendar days) specified in a written demand by either party, this Contract will be cancelled and disposition of BUYER'S Earnest Money will be subject to the provisions of the Earnest Money and Additional Deposits paragraph of the Contract.

- g. **It is recommended that homeowner's insurance availability be ascertained during the Loan approval process.**

CONSTRUCTION, CONDITION, MAINTENANCE AND INSPECTIONS OF THE PROPERTY

21. **SPECIAL HEALTH CONDITIONS.** If BUYER or other proposed occupants of the Residence have any health and/or medical conditions (such as, without limitation, physical disabilities limiting mobility, and allergies or sensitivities to dust or natural, biological or synthetic materials) that require revisions to the Plans and/or the use of non-standard construction materials, practices or techniques, BUYER must notify SELLER in writing specifying such conditions and the revisions to the Plans and/or non-standard construction materials, practices or techniques that are required.

A written notice from BUYER must be given to SELLER within _____ calendar days (seven (7) days if left blank) after the Effective Date. If BUYER fails to give such written notice to SELLER within the seven (7) day period, or if BUYER and SELLER agree not to adjust the Plans or construction materials, practices or techniques due to the additional cost thereof or otherwise, SELLER shall have no liability or responsibility to BUYER or other occupant for any injury, illness or damage (direct, indirect, special or consequential) for the failure of the specified adjustments or other work to be adequate or effective with respect to any health and/or medical condition.

<div style="border: 1px solid black; width: 100px; height: 20px; display: flex; align-items: center; justify-content: center;">SELLER</div>	Initials	SELLER and BUYER acknowledge they have read this page	Initials	<div style="border: 1px solid black; width: 100px; height: 20px; display: flex; align-items: center; justify-content: center;">BUYER</div>
SELLER				BUYER

To the extent not already reflected in the Purchase Price, the Purchase Price shall automatically increase by 115% of the amount of SELLER'S additional out-of-pocket costs incurred in connection with the specified changes in the Plans and any such non-standard construction materials, techniques or practices, and BUYER shall pay to SELLER, within five (5) calendar days, such additional amount of Non-Refundable Deposit in connection therewith as may be specified by SELLER to BUYER.

22. COMMENCEMENT OR CONTINUATION OF CONSTRUCTION. SELLER will not be required to commence or, if already commenced, continue on site construction of the Home until BUYER has satisfied or BUYER and SELLER have agreed to waive the Financing Conditions and/or the Condition for the Sale of BUYER'S Property, if any, checked in the Addenda/Entire Contract paragraph of this Contract.

IF BUYER DESIRES CONSTRUCTION ON THE HOME TO COMMENCE OR, IF ALREADY COMMENCED TO CONTINUE CONSTRUCTION PRIOR TO SATISFACTION OR WAIVER OF THE FINANCING CONDITIONS OR CONDITION FOR THE SALE OF BUYER'S PROPERTY, IF ANY, THEN BY SIGNING THIS PARAGRAPH, BUYER AGREES THAT ALL EARNEST MONEY AND ADDITIONAL DEPOSITS WILL BE NON-REFUNDABLE, UNLESS PROHIBITED BY LAW, EVEN IF BUYER IS UNABLE TO OBTAIN THE LOAN DESCRIBED IN FINANCE TERMS OF THIS CONTRACT OR UNABLE TO SELL BUYER'S EXISTING PROPERTY AS SPECIFIED IN THIS CONTRACT OR LOAN DESCRIBED IN THE FINANCE TERMS OF THIS CONTRACT, IF SELLER HAS PERFORMED UNDER THE TERMS AND CONDITIONS OF THIS CONTRACT.

The signatures below only apply to the Commencement or Continuation of Construction Paragraph.

SELLER/COMPANY NAME		BUYER	DATE
By			
OWNER/OFFICER/PARTNER	TITLE	BUYER	DATE

23. DELAYS AND EXTENSION OF CLOSING. If completion of construction is delayed due to weather, strikes, acts of God, Change Orders, BUYER delays or other conditions over which SELLER has no control, regardless of any other provision of this Contract, Closing and Possession will be extended for that period of time caused by any such delay in construction.

SELLER will promptly provide written notice to BUYER identifying length of time and cause of delay. With notice, BUYER assumes responsibility of notifying Lender(s) of said delay. Normal scheduling of subcontractors and employees is a responsibility of SELLER.

24. RELEASE AND INDEMNIFICATION. BUYER understands that the Lot will be a construction site and it will be dangerous for BUYER and guests to be at the site. BUYER may visit and inspect the work during its progress but must not interfere with the work being conducted or place themselves at risk of injury.

BUYER hereby releases and agrees to indemnify and hold SELLER, all Licensees and their employees harmless from and against any and all liabilities, damages, costs and expenses (including reasonable attorneys' fees) arising from any actual or claimed bodily or property damage or injury of whatever kind or character (including death) suffered or sustained by BUYER or by any of his agents, servants, employees or guests (including children) in connection with any labor performed by BUYER or by any of his agents, servants, employees or guests (including children) in the construction of the Residence or during any time that any of the foregoing may be present on the Property during construction.

25. UTILITIES. SELLER agrees to leave any utilities on which have been turned on until the date of possession, unless otherwise specifically stated in this Contract.

<div>Initials</div> <div>SELLER SELLER</div>	<i>SELLER and BUYER acknowledge they have read this page</i>	<div>Initials</div> <div>BUYER BUYER</div>
--	--	--

680 **26. INSURANCE AND LIABILITY.** SELLER must maintain SELLER'S risk property insurance respecting
681 the Property through the Closing Date in an amount equal to the full insurable value thereof, liability
682 insurance, and such other insurance coverage, including, without limitation, workers' compensation
683 coverage, as SELLER may deem necessary or appropriate or as may be required by law.
684

685 If BUYER directly engages another contractor or a subcontractor to perform additional work on the
686 Property (which must always require SELLER'S consent), BUYER must cause such other party to
687 provide SELLER with written evidence of satisfactory worker's compensation and liability insurance
688 coverage prior to such other party performing work on the Property.
689

690 If the damage or destruction is due to the gross negligence or willful misconduct of BUYER or BUYER'S
691 other contractors, SELLER will have the right to terminate this Contract, in which case SELLER will be
692 entitled to retain the deposit.
693

694 **27. CASUALTY LOSS.** In the event of damage or destruction to the Property prior to Closing, this Contract
695 will remain in full force and effect and SELLER will proceed to reconstruct, repair and complete the
696 Home as soon as reasonably possible and the Closing Date will be delayed accordingly provided repairs
697 will not extend Closing Date beyond thirty (30) calendar days.
698

699 If Closing extends beyond thirty (30) calendar days, BUYER may cancel the Contract and all Earnest
700 Money paid to an Escrow Agent, Broker or directly to SELLER will be returned to BUYER unless
701 otherwise provided in the Contract and this Contract will be null and void.
702

703 **28. SURVEY.** BUYER may, at BUYER'S expense, obtain a "Staked Survey" of the Property no later than
704 _____ calendar days (ten (10) days if left blank) prior to the Closing Date to assure there are no
705 defects, encroachments, overlaps, boundary line or acreage disputes, or other such matters that
706 would be disclosed by a survey.
707

708 BUYER acknowledges a Mortgage Inspection Report or "Loan Survey" normally required by a lending
709 institution is not a "Staked Survey". A title insurance company typically requires a "Staked Survey" in
710 order to provide survey coverage to the BUYER.
711

712 Within five (5) calendar days of BUYER'S receipt of Survey, BUYER must notify SELLER of any
713 encroachments of any improvements upon, from, or onto the Property or any building setback line,
714 property line, or easement, which encroachment will be deemed to be a title defect. SELLER must
715 remedy such defects as are susceptible of being remedied prior to the Closing Date. If SELLER does
716 not remedy the defects in title, BUYER will have one of the following options:
717

718 a. Completing this purchase and accepting the title that SELLER is able to convey without
719 adjustment in the Purchase Price; or
720

721 b. Cancelling this Contract by written notice. BUYER'S Earnest Money will be subject to the
722 provisions of the Earnest Money and Additional Deposits paragraph of the Contract.
723

724 **29. INSPECTIONS.** BUYER may, at BUYER'S expense, have an **independent, qualified inspector(s)**
725 conduct inspections on the Property. Any and all inspections must be completed at least five (5)
726 calendar days before Closing and written reports delivered to SELLER prior to final walk through.
727

728 The BUYER and SELLER agree that this Contract is not subject to an initially satisfactory report, but is
729 subject to the SELLER performing acceptable corrections as required by the report **to meet applicable**
730 **local residential building code requirements.** Any deficiencies indicated must be accompanied by a
731 report by a qualified inspector stating such deficiencies as well as recommended remedial action.

SELLER | SELLER Initials **SELLER and BUYER acknowledge they have read this page** Initials BUYER | BUYER

30. TERMITE INSPECTION. If BUYER'S Lender(s) requires a termite inspection report, BUYER will be solely responsible for arranging and paying for said inspection and the cost of the treatment, if required.

If BUYER is prohibited by Lender(s) from paying the costs, then the costs will be paid by SELLER.

The responsible party will provide the inspection report to Lender(s) thirty (30) calendar days prior to Closing Date and will provide notice of termite treatment to BUYER and Lender(s) prior to Closing Date.

31. NEW HOME ORIENTATION/WALK-THROUGH. SELLER and/or Seller's Representative and BUYER and/or Licensee assisting Buyer may do an orientation tour of the Property prior to Closing Date. Agreed upon items from this tour will be completed by SELLER (**Check one**): ☐ By Closing or ☐ within _____ calendar days following the Closing Date, weather permitting, and with scheduling cooperation from BUYER.

DEFAULTS AND REMEDIES

32. DEFAULTS AND REMEDIES. SELLER or BUYER will be in default under this Contract if either fails to comply with any material covenant, agreement, or obligation within the time limits required by this Contract. Following a default by either SELLER or BUYER under this Contract, the other party will have the following remedies, subject to the provisions of Earnest Money and Additional Deposits paragraph of this Contract.

If SELLER defaults, BUYER may;

- a. Specifically enforce this Contract and recover damages suffered by BUYER as a result of the delay in the acquisition of the Property; or
- b. Terminate this Contract by written notice to SELLER and, at BUYER'S option, pursue any remedy and damages available at law or in equity. If BUYER elects to terminate this Contract, the Earnest Money will be returned to BUYER unless otherwise provided in this Contract.

If BUYER defaults, SELLER may;

- a. Specifically enforce this Contract and recover damages suffered by SELLER as a result of the delay in the sale of the Property; or
- b. Terminate this Contract by written notice to BUYER and, at SELLER'S option, either retain the Earnest Money as liquidated damages as SELLER'S sole remedy (the parties recognizing that it would be extremely difficult to ascertain the extent of actual damages caused by BUYER'S breach, and that the Earnest Money represents as fair an approximation of such actual damages as the parties can now determine) as provided in this Contract.

If as a result of a default under this Contract, either SELLER or BUYER employs an attorney to enforce its rights, the defaulting party will, unless prohibited by law, reimburse the non-defaulting party for all reasonable attorney fees, court costs and other legal expenses incurred by the non-defaulting party in connection with the default.

ADDITIONAL DISCLOSURES INCLUDING THOSE MANDATED BY STATE OR FEDERAL LAW

33. RADON, MICROBIALS AND OTHER ENVIRONMENTAL POLLUTANTS.

- a. **Radon.** Every BUYER of residential real property is notified the Property may present exposure to dangerous concentrations of indoor radon gas that may place occupants at risk of developing radon-induced lung cancer.

Radon, a class-A human carcinogen, is the leading cause of lung cancer in non-smokers and the second leading cause overall. Kansas law requires SELLER to disclose any information known to SELLER that shows elevated concentrations of radon gas in residential real property.

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SELLER SELLER			BUYER BUYER

The Kansas Department of Health and Environment recommends all homebuyers have an indoor radon test performed prior to purchasing or taking occupancy of residential real property. All testing for radon should be conducted by a radon measurement technician. Elevated radon concentrations can be easily reduced by a radon mitigation technician.

For additional information, please go to <http://www.kansasradonprogram.org> or in Missouri a national source for radon information is <http://www.epa.gov/radon>.

b. Microbials and Other Environmental Pollutants. BUYER acknowledges mold, fungi, bacteria and other microbials commonly exist in homes and will exist in the Property as a result of rain, humidity and other moisture in the Property and on materials during the normal construction process and as a result of the use of wood and other materials that commonly have mold, fungi, bacteria and other microbials at the time of delivery to the job site. BUYER has the opportunity to become informed about microbials and other environmental pollutants, and the potential health risks of microbials and other environmental pollutants.

1. The SELLER and Licensee assisting the SELLER and/or the BUYER do not claim or possess any special expertise in the measurement or reduction of radon, microbials or other environmental pollutants, nor have they provided any advice to BUYER as to acceptable levels or possible health hazards of radon, microbials or other environmental pollutants.
2. There can be no assurance that any existing systems, devices or methods incorporated into the Property for the purpose of reducing radon, microbials or other environmental pollutant levels will be effective and SELLER has no responsibility for the operation, maintenance or effectiveness of such systems, devices and methods.

34. CRIMINAL OFFENDERS. In Missouri and Kansas, law requires persons who are convicted of certain crimes, including certain sexually violent crimes, to register with the Sheriff of the county in which they reside. If you, as the BUYER, desire information regarding those registrants, you may find information on the homepage of the Kansas Bureau of Investigation (KBI) at <http://www.Kansas.gov/kbi> or by contacting the local Sheriff's office in Kansas. In Missouri, you may find information on the homepage of the Missouri State Highway Patrol at <http://www.mshp.dps.missouri.gov/> or BUYER should contact the Sheriff of the county in which the Property is located.

35. FRANCHISE DISCLOSURE. Although one or more of the Brokers may be a member of a franchise, the franchisor is not responsible for the acts of said Broker(s).

36. RIGHT TO REPAIR. Both Kansas and Missouri law contain important requirements BUYER must follow before BUYER may file a lawsuit for defective construction against the contractor who constructed BUYER'S home.

- a. Kansas –** Ninety (90) calendar days before BUYER files a lawsuit, BUYER must deliver to the contractor a written notice of any construction conditions BUYER alleges are defective and provide BUYER'S contractor the opportunity to make an offer to repair or pay for the defects.

BUYER is not obligated to accept any offer made by the contractor. There are strict deadlines and procedures under state law, and failure to follow them may affect BUYER'S ability to file a lawsuit.

Missouri - Homeowners are required to inform the builder of any flaws in writing and wait fourteen (14) calendar days for the builder to respond with plans to inspect the problems, schedule repairs, or settle or reject the claim.

Only after following these rules are homeowners allowed to file lawsuits; otherwise, their cases will be dismissed.

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SELLER SELLER		BUYER BUYER

843 **37. BROKERAGE RELATIONSHIP DISCLOSURE.**

844 SELLER and BUYER acknowledge the Real Estate Brokerage Relationship Brochure has been
845 furnished to them and the brokerage relationships were disclosed to them no later than the first
846 showing, upon first contact, or immediately upon the occurrence of any change to that relationship.
847

848 SELLER and BUYER acknowledge the real estate Licensee(s) involved in this transaction may be
849 acting as Agents of the SELLER, Agents of the BUYER, Transaction Broker(s) or Disclosed Dual
850 Agents **(Available only in Missouri)**.
851

852 Licensee acting in the capacity of:

- 853
- 854 a. Agent for the SELLER has a duty to represent the SELLER'S interest and will not be the Agent of
855 the BUYER. Information given by the BUYER to an Agent of the SELLER will be disclosed to the
856 SELLER.
- 857 b. Agent for the BUYER has a duty to represent the BUYER'S interest and will not be an Agent of the
858 SELLER. Information given by the SELLER to an Agent of the BUYER will be disclosed to the
859 BUYER.
- 860 c. Transaction Broker is not an Agent for either party and does not advocate the interests of either
861 party.
- 862 d. Disclosed Dual Agent (Available only in Missouri.) is acting as an Agent for both the SELLER and
863 the BUYER, and a separate Disclosed Dual Agency Amendment is required.
864

865 Licensee assisting Seller is a: (Check appropriate box(es))

- 866 ☐ SELLER'S Agent
867 ☐ Designated SELLER'S Agent (In Kansas,
868 Supervising Broker acts as a Transaction Broker)
869 ☐ Transaction Broker and SELLER agrees, if applicable,
870 To sign a Transaction Broker Addendum. SELLER is not
871 being represented.
872 ☐ Disclosed Dual Agent and SELLER agrees to sign a
873 Disclosed Dual Agency Amendment. (Missouri only)
874 ☐ BUYER'S Agent
875 ☐ Designated BUYER'S Agent (In Kansas,
876 Supervising Broker acts as Transaction Broker)
877 ☐ Subagent
878 ☐ SELLER is not being represented.
879

865 Licensee assisting Buyer is a: (Check appropriate box(es))

- 866 ☐ BUYER'S Agent
867 ☐ Designated BUYER'S Agent (In Kansas,
868 Supervising Broker acts as a Transaction Broker)
869 ☐ Transaction Broker and BUYER agrees, if applicable,
870 to sign a Transaction Broker Addendum. BUYER is not
871 being represented.
872 ☐ Disclosed Dual Agent and BUYER agrees to sign a
873 Disclosed Dual Agency Amendment. (Missouri only)
874 ☐ SELLER'S Agent
875 ☐ Designated SELLER'S Agent (In Kansas,
876 Supervising Broker acts as a Transaction Broker)
877 ☐ Subagent
878 ☐ BUYER is not being represented.
879

880

881 **SOURCE OF COMPENSATION.** Brokerage fees, to include but not limited to Broker commissions and
882 other fees, will be paid out of escrow at Closing as follows, unless otherwise described in the terms of the
883 respective agency agreements or other SELLER/BUYER agreements. **SELLER and BUYER understand**
884 **and agree Brokers may be compensated by more than one party in the transaction. (Check all**
885 **applicable boxes):**
886

887 Brokers are compensated by: ☐ SELLER and/or ☐ BUYER
888

889 The signatures below only apply to the Brokerage Relationship Disclosure.
890

891

892 _____ DATE _____ DATE
893 Licensee assisting Seller Licensee assisting Buyer

894

895 _____ DATE _____
896 SELLER/COMPANY NAME BUYER

897 By _____
898 OWNER/OFFICER/PARTNER TITLE DATE BUYER DATE
899

TERMS AND CONDITIONS

38. BUILDERS RIGHT TO REPURCHASE. In the event that after Closing SELLER'S performance pursuant to its warranty or any other post-Closing obligations or liabilities will, has, or would require SELLER to incur total cost greater than 10% of the Purchase Price, or in the event that SELLER is or is claimed to be liable to BUYER for breach of warranty, breach of contract, negligence or under any other theory of law in an amount greater than 10% of the Purchase Price, SELLER shall have the option (but not the obligation) of fulfilling and satisfying all of its remaining obligations and liabilities to BUYER by purchasing the Property from BUYER for a sum equal to the Purchase Price paid by BUYER, plus any verified expenses paid by BUYER for other tangible improvements made by BUYER to the Property after the Closing Date that become part of the real property. SELLER shall have no obligation to reimburse or otherwise compensate BUYER for any interest costs, closing costs, taxes, insurance, utilities, moving costs or other similar "soft" costs incurred by BUYER in connect with the purchase of the Property by BUYER, the ownership of the Property by BUYER, the sale of the Property by BUYER, or the purchase or lease of any replacement property. SELLER'S written offer to purchase in conformity with this Section shall relieve SELLER of all further obligations and liabilities to BUYER, if BUYER do not accept such offer within thirty (30) calendar days after the date such offer is made. Closing of any such purchase by SELLER shall occur within forty-five (45) calendar days after BUYER acceptance of SELLER'S offer, unless otherwise agreed. At such Closing, BUYER shall deliver to SELLER a special warranty deed transferring title to SELLER free and clear of all mortgages and all other title matters that did not exists at the time of title transfer from SELLER to BUYER. All property taxes, installments of special assessments and homes association assessments shall be prorated as of the Closing Date.

39. EARNEST MONEY AND ADDITIONAL DEPOSITS.

- a. Delivery.** SELLER may cancel Contract by written notice if Earnest Money and Additional Deposits are not received by Listing Broker or Escrow Agent as specified in this Contract.
- b. Deposit.** Earnest Money and Additional Deposits will be deposited into an insured account by the specified Listing Broker/Escrow Agent within five (5) business days (Kansas Property) or ten (10) banking days (Missouri Property) of the Effective Date. All parties agree that Listing Broker/Escrow Agent will retain any interest earned on escrowed funds.
- c. Cancellation of Contract.** If this Contract is terminated by the express provisions of this Contract or by either party pursuant to a right expressly given in this Contract, the Earnest Money and Additional Deposits will be returned to BUYER, and neither party will have any further rights or obligations under this Contract, except as otherwise stated in this Contract.

Notwithstanding any other terms of this Contract providing for the forfeiture or refund of Earnest Money and Additional Deposits, the parties understand neither the Listing Broker nor the Escrow Agent can distribute the Earnest Money and Additional Deposits without the written consent of all parties to this Contract unless permitted to do so by applicable state laws.

If BUYER and SELLER are unable to agree in writing upon the disposition of the Earnest Money and Additional Deposits or any other funds, Listing Broker or Escrow Agent may commence an inter-pleader or similar proceeding and BUYER and SELLER authorize Listing Broker or Escrow Agent to pay all funds to the Clerk of the Court for disposition as the Court may direct.

BUYER and SELLER agree Listing Broker or Escrow Agent will be entitled to reimbursement of its costs incurred in connection with the inter-pleader or similar proceeding including without limitation, reasonable attorney fees and expenses.

Initials
SELLER | SELLER

SELLER and BUYER acknowledge they have read this page

Initials
BUYER | BUYER

BUYER and SELLER agree, in the absence of a dispute or written consent to distribution, the failure by either to respond in writing to a certified letter from Listing Broker or Escrow Agent within seven (7) calendar days (if Kansas Property)/fifteen (15) calendar days (if Missouri Property) of receipt thereof or failure to make written demand for return or forfeiture of the Earnest Money and Additional Deposits within thirty (30) calendar days (if Kansas Property)/sixty (60) calendar days (if Missouri Property) of notice of cancellation of this Contract will constitute consent to distribution of the Earnest Money and Additional Deposits as suggested in such certified letter.

All parties acknowledge any Earnest Deposit funds that remain in the Listing Broker or Escrow Agent's account for over one (1) year (if Missouri Property)/five (5) years (if Kansas Property) may be sent to the respective states as requested or required by law.

40. FUNDS DEPOSITED WITH SELLER INCLUDING BUT NOT LIMITED TO EARNEST MONEY. BUYER acknowledges that Broker will have no responsibility or liability to BUYER for any funds or deposits made by BUYER to anyone other than Broker, including, without limitation, any payments made directly to SELLER. Funds held by SELLER in all likelihood may be used by SELLER in the construction of the Home and will not be held in escrow.

41. TAXES, PRORATIONS AND SPECIAL ASSESSMENTS. SELLER shall pay all taxes, general and special, and all installments of special assessments, against the Property which are due and payable on or before the Closing Date, and BUYER shall assume the payment of all such taxes and installments of special assessments becoming due and payable thereafter, except that all such taxes and installments of assessments becoming due and payable with respect to the calendar year in which the Closing Date occurs **will be prorated between SELLER and BUYER as of the Closing Date.** If the amount of such taxes and assessments cannot be ascertained by the Closing Date, proration shall be computed based upon the amount of taxes and assessments on the Property for the previous calendar year even though the Property may have had a lower assessed valuation or tax rate for such prior year. The foregoing provisions shall not require SELLER to pay in one lump sum any special assessment which SELLER may elect to pay in one lump sum or in installments. BUYER shall independently satisfy themselves as to the amount and duration of all special assessments.

In Missouri, reassessment takes place in odd-numbered years. Missouri transactions closing in odd-numbered years are subject to the process in the preceding paragraph. Missouri transactions closing in even-numbered years will be prorated based upon the preceding year's tax amount.

BUYER and SELLER agree to accept such prorations as final and release each other, Broker(s), Agent(s), and Closing Agent(s) from any liability for any increase or decrease in actual taxes due.

42. REASSESSMENT/CLASSIFICATION. BUYER understands that the amount of taxes on the Property may change as a result of reassessment or classification, and the parties agree that neither SELLER nor the Broker will be responsible for any adjustment or payment of the taxes to either SELLER or BUYER as a result of reassessment or classification.

43. EVIDENCE OF TITLE. SELLER agrees to provide and pay for an owner's title insurance policy in the amount of the Purchase Price insuring marketable fee simple title in BUYER, subject to the Permitted Exceptions and with the exception of any liens, encumbrances or other matters affecting title to the Property created by BUYER or arising by virtue of BUYER's activities or ownership.

Within a reasonable time after the Effective Date, but prior to the Closing Date (the "Commitment Delivery Date"), SELLER agrees, at SELLER's expense, to deliver to BUYER a title insurance commitment from a company authorized to insure titles in the state where the Property is located, setting forth its requirements to issue an owner's title policy and mortgage policy, if applicable.

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SELLER	SELLER		BUYER	BUYER

Unless there is a defect in title to the Property that is not corrected prior to the Closing Date, BUYER may not object to untimely delivery of the title commitment. The title commitment will commit to insure marketable fee simple title in the BUYER upon the recording of the deed or other document of conveyance. Title to the Property will be subject to the conditions in this Contract and to customary covenants, declarations, restrictions, zoning laws, easements, party wall agreements, special assessments, and community contracts of record as of the date of recording the deed or other document of conveyance (the "Permitted Exceptions").

BUYER will have a reasonable time after receipt of the title commitment (the "Objection Period") to notify SELLER in writing of any valid objections to title to the Property. SELLER will then make a good faith effort to remedy the defects in title. If SELLER is not able to remedy the title defects before the Closing Date, BUYER may elect to waive the objections, extend the Closing Date a reasonable time for the SELLER to remedy the defects, or cancel this Contract by written notice.

If the time between the Effective Date and the Closing Date is short, both the Commitment Delivery Date and the Objection Period will be as soon as reasonably possible, but no later than the Closing Date.

Mechanic's Lien Coverage. The owner's title policy will also insure BUYER as of the date of recording of the deed or other document of conveyance, against any lien, or right to a lien for services, labor or material imposed by law and not shown by the public records. SELLER agrees to comply with the requirements of the title company for issuance of this coverage. Any mechanic's lien or notice of intent filed during construction and prior to Closing will not be deemed a defect in title unless the title insurance company will not insure against loss therefrom.

If the Property is located in Missouri, the SELLER is required to post and record a "notice of intended sale", as stated in Chapter 429 of the Missouri Revised Statutes, in order for BUYER to obtain Mechanic's Lien Coverage. All parties are advised to consult with the title company regarding these requirements.

44. HOMEOWNER'S ASSOCIATION DUES. BUYER acknowledges that Homeowner's Association dues are currently authorized in the amount of \$_____ per year, and are subject to adjustment at the sole discretion of the Homeowner's Association (as provided for in the Homeowner's Association Declaration). Homeowner's Association transfer/initiation/set-up fee in the amount of \$_____.

45. EXPIRATION. This offer will expire on _____, at _____ o'clock ____m. (5:00 p.m. if left blank) unless accepted or withdrawn before expiration.

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

SELLER hereby authorizes Closing Agent to obtain payoff information from SELLER'S Lender(s).

_____ SELLER/COMPANY NAME			_____ BUYER		_____ DATE
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By _____			_____ BUYER		_____ DATE
OWNER/OFFICER/PARTNER	TITLE	DATE			

_____ Office Street Address		_____ Phone	_____ Current Street Address		_____ Phone
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_____ City	_____ State	_____ Zip Code	_____ City		_____ State	_____ Zip Code
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BROKERAGE

BROKERAGE

Name of Licensee assisting Seller (Please Print)

Name of Licensee assisting Buyer (Please Print)

Listing Licensee's Phone # / Fax #

Selling Licensee's Phone # / Fax #

Listing Licensee's Email Address

Selling Licensee's Email Address

DATE OF FINAL ACCEPTANCE, the "EFFECTIVE DATE" is _____
(Effective Date to be completed by Licensee assisting the last party signing this Contract.)

FORM CERTIFICATION: (TO BE COMPLETED BY LICENSEE PREPARING THIS FORM)

The undersigned Licensee assisted in completing the blanks in the foregoing form and confirms, to the best of his/her knowledge, that the printed form contains the language approved by Counsel for the Kansas City Regional Association of REALTORS®. The undersigned Licensee further confirms no additions or deletions to the approved language have been made, except such changes as may appear hereon made by hand or computer generation and signed and/or initialed by the party submitting this offer. Licensee's signature below is not an opinion as to the legal validity or meaning of any provisions contained in this form, but merely confirms, to the best of the Licensee's knowledge, no changes have been made to the approved form. **(Check one)**

☐ Licensee assisting Seller

☐ Licensee assisting Buyer

CERTIFICATION OF REJECTION: (TO BE COMPLETED ONLY UPON SELLER'S REJECTION OF OFFER)

Listing Licensee acknowledges receipt of this offer and has made a presentation to SELLER on _____ for SELLER'S consideration.

DATE TIME

By: _____
Licensee assisting Seller

Approved by Legal Counsel of the Kansas City Regional Association of REALTORS® for exclusive use by its REALTOR® members. No warranty is made or implied as to the legal validity or adequacy of this Contract, or that it complies in every respect with the law or that its use is appropriate for all situations. Local law, customs and practices, and differing circumstances in each transaction may dictate that amendments to this Contract be made. Last revised 10/14. All previous versions of this document may no longer be valid. Copyright January 2015.