



RESIDENTIAL REAL ESTATE SALE 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, ADDENDA, INCLUSIONS AND PROCESSES

1. PROPERTY. BUYER agrees to purchase and SELLER agrees to sell the real property and the improvements thereon (**the "Property"**) commonly known as:

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

LEGAL DESCRIPTION: (As described below)

This Contract, including the Fixtures, Equipment and Appliances paragraph of the Seller's Disclosure and Condition of Property Addendum ("Seller's Disclosure"), not the MLS, or other promotional material, provides for what is included in the sale of the Property.

Items listed in the "Additional Inclusions" or "Exclusions" below supersede the Seller's Disclosure and the pre-printed list below. If there are no "Additional Inclusions" or "Exclusions" listed, the Seller's Disclosure and the pre-printed list below govern what is or is not included in the sale.

IF THERE ARE DIFFERENCES BETWEEN THE SELLER'S DISCLOSURE AND THE PRE-PRINTED LIST BELOW, THE SELLER'S DISCLOSURE GOVERNS. Unless modified by the Seller's Disclosure and/or the "Additional Inclusions" and/or the "Exclusions", all existing improvements on the Property (if any) and appurtenances, fixtures and equipment (which SELLER agrees to own free and clear) whether buried, nailed, bolted, screwed, glued or otherwise permanently attached to the Property are expected to remain with Property, including, but not limited to:

Bathroom mirrors	Lighting and light fixtures	Shelving, racks and towel bars
Fences	Mounted entertainment brackets	(if attached)
Fireplace grates, screens and/or	Other mirrors (if attached)	Storm windows, doors & screens
glass doors (if attached)	Plumbing equipment and fixtures	Window blinds, curtains, coverings and
Floor coverings (if attached)		mounting components

_____ SELLER SELLER	Initials	SELLER and BUYER acknowledge they have read this page	Initials	_____ BUYER BUYER
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☐ **Improvements on the Property include a manufactured/mobile home. (A manufactured/mobile home may be considered personal property unless certain requirements have been met.)**

- a. **Additional Inclusions.** The following items, if any, supersede the Seller's Disclosure and the pre-printed list before; are considered to be part of the Property, and **are** included in the sale.

- b. **Exclusions.** The following items, if any, supersede the Seller's Disclosure and the pre-printed list before; **are not** considered to be part of the Property, and **are not** included in the sale.

- c. ☐ **Limited Home Warranty. (Check if applicable):**

1. ☐ SELLER ☐ BUYER, at a cost not to exceed \$ _____, agrees to purchase a home warranty plan from _____ (vendor) to be paid at Closing. A home warranty plan is a limited service Contract covering repair or replacement of the working components of the Property for one (1) year from the Closing Date subject to the terms and conditions of the individual plan with a per claim deductible of \$ _____.
2. The (Check one) ☐ Licensee assisting SELLER ☐ Licensee assisting BUYER will be responsible for making arrangements for the home warranty plan, submitting required documentation for such to the Closing Agent prior to the Closing Date. Broker may receive a fee from the warranty company.

Home warranty plans may not cover pre-existing conditions and are not a substitute for inspections.

2. ADDITIONAL TERMS AND CONDITIONS. _____

- 3. ADDENDA.** The following Addenda (riders, supplements, etc.) are attached hereto and are a part of this Contract (*Check applicable boxes*):

- | | |
|--|--|
| <input type="checkbox"/> Seller's Disclosure and Condition of Property Add. | <input type="checkbox"/> Dispute Resolution/Mediation Addendum |
| <input type="checkbox"/> Lead Based Paint Disclosure Addendum | <input type="checkbox"/> Other: _____ |
| <input type="checkbox"/> Contingency for Sale and/or Closing Add.
(see FINANCIAL TERMS paragraph) | <input type="checkbox"/> Other: _____ |

<div>Initials</div> <div>SELLER SELLER</div>	<div>SELLER and BUYER acknowledge they have read this page</div>	<div>Initials</div> <div>BUYER BUYER</div>
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- 103 a. **Effective Date.** The **Effective Date** will be the date of final acceptance by the last party to sign
104 this **Contract** or a **Counter Offer Addendum**, the **Brokerage Relationship Disclosure**
105 **Paragraph** of this Contract; the **Seller's Disclosure and Condition of Property Addendum**
106 and, if applicable, a **Lead Based Paint Disclosure Addendum** for the Property.
107
- 108 b. **Seller's Disclosure Status.** SELLER confirms information contained in the Seller's Disclosure and
109 Condition of Property Addendum is current as of the Effective Date of the Contract. SELLER
110 understands that the law requires disclosure of any material defects, known to SELLER, in the
111 Property to prospective Buyer(s) and that failure to do so may result in civil liability for damages.
112
- 113 c. **Entire Agreement and Manner of Modifications.** This Contract and all attachments constitute the
114 complete agreement of the parties concerning the Property; supersede all previous agreements,
115 and may be modified or assigned only by a written agreement signed by all parties.
116
- 117 d. **Parties.** This is a Contract between SELLER and BUYER. If SELLER or BUYER constitutes two or
118 more persons, the terms "SELLER" or "BUYER" will be construed to read "SELLERS" or "BUYERS"
119 whenever the sense of the Contract requires.
120
- 121 Unless identified as SELLER or BUYER, Listing Broker and any Cooperating Broker and their
122 Agents (collectively referred to as "Broker") and any Escrow or Closing Agent are acting as Agents
123 only and are not parties to this Contract.
124
- 125 SELLER and BUYER acknowledge Broker may have a financial interest in third parties providing
126 specialized services required by this Contract including, but not limited to: Lender, title insurance
127 company, Escrow Agent, Closing Agent, warranty company, wood infestation/mechanical/structural
128 or other inspectors and repair personnel. SELLER and BUYER agree Broker will not be responsible
129 for the conduct of third parties providing specialized services whether those services were arranged
130 by SELLER, BUYER, or Broker on behalf of either.
131
- 132 e. **Notices.** Any notice or other communication required or permitted hereunder may be delivered in
133 person, by facsimile, United States Postal Service, courier service or email to the address set forth
134 in this Contract or such other address or number as will be furnished in writing by any such party.
135
- 136 Such notice or communication will be deemed to have been given as of the date and time so
137 delivered. Delivery to or receipt by the Licensee assisting BUYER will constitute receipt by BUYER
138 and delivery to or receipt by the Licensee assisting SELLER will constitute receipt by SELLER.
139
- 140 f. **Time is of the essence.** Time is of the essence in the performance of the obligations of the parties
141 under this Contract. With the exception of the term "banking days," as used herein, a "**day**" is
142 defined as a 24-hour calendar day, seven (7) days per week.
143
- 144 g. **Electronic Transaction.** All parties agree this transaction may be conducted by electronic means,
145 including email, according to the Uniform Electronic Transaction Act as adopted in Kansas and
146 Missouri.

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

b)

c)

d)

e)

4

195 **g. Other Financing Costs.**

- 196
- 197 1. **Loan Costs.** BUYER agrees to pay all customary costs necessary to obtain the Loan(s)
- 198 (including but not limited to, origination fees, discounts or buy-downs) unless otherwise agreed.
- 199
- 200 2. **Private Mortgage Insurance (PMI).** BUYER will pay any up front PMI premium and annual
- 201 renewal premiums or will finance the PMI as a part of the Loan(s), if required by Lender(s).
- 202
- 203 3. **FHA Mortgage Insurance (MIP).** BUYER will pay any up front MIP premium and annual
- 204 renewal premiums or will finance MIP as a part of the Loan(s).
- 205
- 206 4. **VA Funding Fee** as required by Lender(s) will be paid at Closing by the BUYER or financed as
- 207 part of the Loan(s).
- 208
- 209 5. **USDA Funding Fee** as required by Lender(s) will be paid at Closing by the BUYER or financed
- 210 as part of the Loan(s).
- 211
- 212 6. **Flood Insurance.** BUYER agrees to pay for flood insurance if required by Lender(s).
- 213

- 214 **5. CLOSING AND POSSESSION.** On or before _____ (Closing Date), SELLER will execute
- 215 and deliver into escrow with the title company(s) or other Closing Agent(s), a general warranty deed (or
- 216 special warranty deed or fiduciary deed, if SELLER is a corporation, association, financial institution or
- 217 fiduciary) and all other documents and funds necessary to satisfy SELLER'S obligations under this
- 218 Contract.
- 219

220 On or before the Closing Date, BUYER will execute and deliver into escrow with the title company(s) or

221 other Closing Agent(s), all documents (including note(s), mortgage(s)/deed(s) of trust, and any other

222 documents required by BUYER'S Lender(s), if BUYER is obtaining financing) and funds (including Loan

223 proceeds, if BUYER is obtaining financing) necessary to satisfy BUYER'S obligations under this

224 Contract.

225

226 **SELLER and BUYER acknowledge all funds required for Closing must be in the form of**

227 **cashier's check, wire transfer or other certified funds.**

228

229 When all documents and funds have been executed and delivered into escrow with the title company(s)

230 or other Closing Agent(s), the Closing will be completed. SELLER will deliver possession of the

231 Property to BUYER on _____ at _____ o'clock _____. m., (if left blank,

232 **Possession** will be 5:00 P.M. on the **Closing Date**).

233

234 **BUYER must not occupy the Property or place personal property in or on it prior to completion**

235 **of the Closing and disbursement or availability of SELLER'S proceeds, if any, unless otherwise**

236 **agreed upon in writing by the BUYER and the SELLER.**

237

238 **6. APPRAISED VALUE CONTINGENCY.**

239

240 **If Financing is being obtained, the appraisal must be completed within the Loan Approval**

241 **Period.**

242

243 **If a cash sale, BUYER** may within _____ calendar days from the Effective Date of this Contract

244 (within the Inspection Period if left blank) obtain, at BUYER'S expense, an appraisal of the Property by

245 an independent licensed appraiser.

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

If the final appraised value of the Property, as determined by BUYER'S Lender's appraiser or if a cash sale, BUYER'S appraiser, is not equal to or greater than the Purchase Price, BUYER will notify SELLER in writing, within _____ calendar days (five (5) days if left blank), attaching a copy of the appraisal report, and the following may occur:

BUYER and SELLER will have _____ calendar days (five (5) days if left blank) after SELLER'S receipt of BUYER'S appraisal report ("Appraisal Negotiation Period"), to reach an agreement resolving the appraisal value and/or purchase price.

During this period, SELLER or BUYER may seek a reconsideration of value by the appraiser. If such reconsideration finds a value equal to or greater than the Purchase Price, or if BUYER and SELLER sign an Amendment resolving the difference between the appraised value and the Purchase Price, the transaction will move forward to Closing.

If no resolution is reached prior to the expiration of the Appraisal Negotiation Period, then after the expiration of the Appraisal Negotiation period, either party may cancel this contract by written notice to the other and BUYER'S Earnest Money will be subject to the provisions of the Earnest Money and Additional Deposits paragraph of the Contract.

7. **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.

8. **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), after the Effective Date, 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).

BUYER and SELLER are hereby informed 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"/>

<div>Initials</div> <div>SELLER SELLER</div>	<div>SELLER and BUYER acknowledge they have read this page</div>	<div>Initials</div> <div>BUYER BUYER</div>
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Interest Rate:

Fixed Rate

☐☐

Adjustable Rate

☐☐

Interest Only

☐☐

Other _____

☐☐

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 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 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.

☐ **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.

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

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 and a copy of Lenders appraisal requirements will be provided to SELLER. If any repairs are required, they will be performed in a workmanlike manner with good-quality materials.

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.

CONDITION, MAINTENANCE AND INSPECTIONS OF THE PROPERTY

9. **UTILITIES.** SELLER agrees to leave all utilities on until the date of possession unless otherwise agreed.

The BUYER will pay SELLER for the amount of fuel left in tank(s) at Closing based upon SELLER'S actual cost at time of purchase, if applicable. SELLER will have tank read no earlier than seven (7) calendar days and no later than five (5) calendar days prior to the Closing Date and provide documentation to BUYER.

10. **MAINTENANCE OF PROPERTY.** SELLER will maintain the Property in its present condition and agrees to perform ordinary and necessary maintenance, upkeep and repair to the Property through the Possession Date.

SELLER must advise BUYER in writing of any substantial change in the condition of the Property prior to Closing.

Unless otherwise agreed in writing, SELLER must remove all possessions, trash and debris, and clean the Property, upon vacating or prior to delivery of Possession.

11. **INSURANCE/CASUALTY LOSS.** SELLER agrees to keep the Property fully insured until delivery of SELLER'S deed to BUYER.

BUYER and SELLER agree to consult with their respective insurance companies to ensure appropriate coverage during the time between completion of close and possession.

If before delivery of the deed to BUYER, improvements on the Property are damaged or destroyed by fire or other causes including those that could be covered by what is known as fire and extended coverage insurance, then the SELLER must notify the BUYER in writing within twenty-four (24) hours of such damage. The parties agree that the risk of that damage or destruction will be borne as follows:

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

a. If the damage is minor, SELLER may repair or replace the damage done to the Property if the work can be completed before the Closing Date.

If the SELLER elects to repair or replace the damage done to the Property, but repair/replacement cannot be completed prior to the Closing, with written agreement between the parties one of the following options will be chosen:

1. SELLER will pay for repair/replacement after Closing; or
2. The parties will extend the Closing Date to such time as repairs/replacement can be completed; or
3. With consent of BUYER'S Lender(s), 1.5 times the estimated cost of repair/replacement will be escrowed until repair/replacement is complete with any funds remaining after payment for repairs/replacement being remitted to the party that funded the escrow.

b. If SELLER elects not to repair or replace the damage done to the Property, or if the damage is not minor, the BUYER may enforce or cancel this Contract by written notice to SELLER within ten (10) calendar days after receiving notice of such damage to the Property.

1. If BUYER elects to enforce this Contract, the Purchase Price will not be reduced and the Property will be conveyed in its existing condition at the time, provided SELLER must furnish BUYER with a copy of the insurance damage assessment and be responsible for paying the insurance deductible and assign SELLER'S fire and extended coverage proceeds to BUYER at Closing.
2. If BUYER and SELLER mutually agree upon the cost of repairs, then SELLER may pay the cost of those repairs.

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

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

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

- a. Completing this purchase and accepting the title that SELLER is able to convey without adjustment in the Purchase Price; or
- b. Cancelling this Contract by written notice. BUYER'S Earnest Money will be subject to the provisions of the Earnest Money and Additional Deposits paragraph of the Contract.

<div style="border: 1px solid black; width: 100px; height: 20px; display: flex; align-items: center; justify-content: center;"><div style="width: 50%;"></div><div style="width: 50%;"></div></div>	Initials	<i>SELLER and BUYER acknowledge they have read this page</i>	Initials	<div style="border: 1px solid black; width: 100px; height: 20px; display: flex; align-items: center; justify-content: center;"><div style="width: 50%;"></div><div style="width: 50%;"></div></div>
SELLER SELLER				BUYER BUYER

13. **INSPECTIONS.** BUYER may, within _____ calendar days (ten (10) days if left blank) (the "Inspection Period") after the Effective Date of this Contract, at BUYER'S expense, have property inspections by an **independent, qualified inspector(s)** which may include, but are not limited to:

appliances, plumbing (including septic system), electrical, heating system, central air conditioning, fireplace, chimney, foundation, roof, siding, windows, doors, ceilings, floors, insulation, drainage, interior and exterior components, any wall, decks, driveways, patios, sidewalks, fences, slabs, pest infestation, health and/or environmental concerns (including lead based paint, mold, asbestos and radon) as provided below and in the Additional Disclosures Including Those Mandated by State or Federal Law paragraph.

a. **Property Insurability.** During the Inspection Period, it is recommended BUYER determine if Property is insurable.

b. **Factors Affecting Inspections.** BUYER acknowledges such inspections may not identify deficiencies in inaccessible areas of the Property and may be limited by weather conditions at the time of the inspection. It is recommended BUYER check with Lender(s) and/or local government authority regarding septic inspection.

c. **Access to Property and Re-Inspections.** SELLER must provide BUYER reasonable access to the Property to conduct the inspections, re-inspections, inspection of any corrective measures completed by SELLER and/or final walk through prior to the Closing Date.

d. **Damages and Repairs.** BUYER will be responsible and pay for any damage to the Property resulting from the inspection(s).

e. **Quality of Repairs.** SELLER agrees any corrective measures which SELLER performs pursuant to the following provisions will be completed in a workmanlike manner with good-quality materials.

f. **Wood-Destroying Insects. SELLER AGREES TO PAY TO HAVE THE PROPERTY TREATED** for control of infestation by wood-destroying insects if a written inspection report of a certified pest inspector reveals evidence of active infestation, or evidence of past untreated infestation, or otherwise recommends treatment in the main dwelling unit, or included additional structures identified below or on the Property within thirty (30) feet of such unit or structure(s) (or as otherwise required by government regulations if BUYER is obtaining an FHA/VA or other government program Loan(s)). BUYER will pay for any inspections requested by BUYER and/or required by BUYER'S Lender(s).

The inspection report must be delivered WITHIN THE INSPECTION PERIOD, or any treatment will be at the BUYER'S expense.

1. If treatment is required, SELLER will provide BUYER with a certificate evidencing treatment by a certified pest inspector of SELLER'S choice, which certificate BUYER agrees to accept. Treatment will be completed no earlier than ninety (90) calendar days prior to the Closing Date.

2. Additional structures to be included in the inspection are: _____

3. Any damage or repair issues related to wood-destroying insect infestations must be identified as Unacceptable Conditions and addressed as set forth below.

<div style="border: 1px solid black; width: 100px; height: 20px; display: inline-block;"></div>	Initials	<i>SELLER and BUYER acknowledge they have read this page</i>	Initials	<div style="border: 1px solid black; width: 100px; height: 20px; display: inline-block;"></div>
SELLER	SELLER			BUYER

- g. **What If Buyer Does Not Conduct Inspections?** If BUYER does not conduct inspections, BUYER will have waived any right to cancel or renegotiate this Contract pursuant to the inspection provisions.
- h. **What is an Unacceptable Condition?** An Unacceptable Condition is any condition identified in a written inspection report prepared by an independent qualified inspector(s) of BUYER'S choice, which condition is unacceptable to BUYER and not otherwise excluded in this Contract.
- i. **What If Buyer Does Not Give Timely Notice Of Unacceptable Conditions?** If BUYER conducts inspections but fails to notify SELLER of Unacceptable Conditions prior to the expiration of the Inspection Period, BUYER will have waived any right to cancel or renegotiate this Contract pursuant to these inspection provisions.
- j. **What Is Not An Unacceptable Condition?** The following items will not be considered Unacceptable Conditions and cannot be used by BUYER as a reason to cancel or renegotiate this Contract. Any items marked Excluded (EX) on Seller's Disclosure and Condition of Property Addendum in addition to the following items will not be considered. _____
- k. **What If Buyer's Inspections Reveal Unacceptable Conditions?** If BUYER'S inspections reveal Unacceptable Conditions, BUYER may do any one of the following:
1. **ACCEPT THE PROPERTY IN ITS PRESENT CONDITION.** BUYER may notify SELLER on the Inspection Notice that the inspections are satisfactory or do nothing. In either case, BUYER will have waived any right to cancel or renegotiate due to any Unacceptable Conditions; or
 2. **CANCEL THIS CONTRACT** by notifying SELLER on the Inspection Notice within the Inspection Period; or
 3. **OFFER TO RENEGOTIATE** with SELLER by notifying SELLER on the Resolution of Unacceptable Conditions within the Inspection Period.
- l. **BUYER'S notice of cancellation or offer to renegotiate terminates the Inspection Period and must be accompanied by the applicable written inspection report(s) in their entirety from the independent, qualified inspector(s) who conducted the inspection(s).**
- m. **Resolution of Unacceptable Conditions.** BUYER and SELLER will have _____ calendar days (five (5) days if left blank) after SELLER'S receipt of BUYER'S Inspection Notice/Resolution of Unacceptable Conditions (the "Renegotiation Period"), to reach an agreement resolving the Unacceptable Conditions.
- Any of the following executed and delivered to the other party or other party's Agent prior to the expiration of the Renegotiation Period will constitute such an agreement:
1. SELLER'S signature agreeing to do everything requested by BUYER on Resolution of Unacceptable Conditions Amendment attached to Inspection Notice; or
 2. An Amendment signed by BUYER and SELLER resolving the Unacceptable Conditions; or
 3. BUYER'S signature on the Resolution of Unacceptable Conditions accepting the Property in its present condition.

<div>Initials</div> <div>SELLER SELLER</div>	<div>SELLER and BUYER acknowledge they have read this page</div>	<div>Initials</div> <div>BUYER BUYER</div>
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If no agreement resolving the Unacceptable Conditions is reached during the Renegotiation Period as provided above, then after the expiration of the Renegotiation Period either of the following is permitted under the Contract.

- A. Negotiations may still proceed. Any agreement must be in a written Amendment and signed by both parties.
- B. Either party may cancel this Contract by written notice to the other and the Earnest Money will be returned subject to the provisions of the Earnest Money and Additional Deposits paragraph of the Contract.

DEFAULTS AND REMEDIES

14. 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 any 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.
- b. Terminate this Contract by written notice to SELLER and, at BUYER'S option, pursue any remedy and damages available by law or in equity. If BUYER elects to terminate this Contract, the Earnest Money will be returned to BUYER subject to the provisions of Earnest Money and Additional Deposits paragraph of 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.
- 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, or pursue any other remedy and damages available at law or in equity.

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

15. 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.

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

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.

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.

16. LEAD BASED PAINT DISCLOSURE. If the property was built prior to 1978, BUYER acknowledges receiving, reading and signing the Federally required disclosure regarding lead based paint.

17. 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.

18. 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).

<div style="border: 1px solid black; width: 100px; height: 20px; display: inline-block;"></div>	Initials	SELLER and BUYER acknowledge they have read this page	Initials	<div style="border: 1px solid black; width: 100px; height: 20px; display: inline-block;"></div>
SELLER	SELLER		BUYER	BUYER

649 **19. BROKERAGE RELATIONSHIP DISCLOSURE.**

650
651 SELLER and BUYER acknowledge the Real Estate Brokerage Relationship Brochure has been
652 furnished to them and the brokerage relationships were disclosed to them no later than the first
653 showing, upon first contact, or immediately upon the occurrence of any change to that relationship.

654
655 SELLER and BUYER acknowledge the real estate Licensee(s) involved in this transaction may be
656 acting as Agents of the SELLER, Agents of the BUYER, Transaction Broker(s) or Disclosed Dual
657 Agents (Available only in Missouri.).

658
659 Licensee acting in the capacity of:

- 660
661 a. Agent for the SELLER has a duty to represent the SELLER'S interest and will not be the Agent of
662 the BUYER. Information given by the BUYER to an Agent of the SELLER will be disclosed to the
663 SELLER.
664 b. Agent for the BUYER has a duty to represent the BUYER'S interest and will not be an Agent of the
665 SELLER. Information given by the SELLER to an Agent of the BUYER will be disclosed to the
666 BUYER.
667 c. Transaction Broker is not an Agent for either party and does not advocate the interests of either
668 party.
669 d. Disclosed Dual Agent (Available only in Missouri.) is acting as an Agent for both the SELLER and
670 the BUYER, and a separate Disclosed Dual Agency Amendment is required.

671
672 **Licensee assisting SELLER is a:** *(Check appropriate box(es))*

- 673
674 ☐ SELLER'S Agent
675 ☐ Designated SELLER'S Agent (In Kansas,
676 Supervising Broker acts as a Transaction Broker)
677 ☐ Transaction Broker and SELLER agrees, if applicable,
678 to sign a Transaction Broker Addendum. SELLER is not
679 being represented.
680 ☐ Disclosed Dual Agent and SELLER agrees to sign a
681 Disclosed Dual Agency Amendment. (Missouri only)
682 ☐ BUYER'S Agent
683 ☐ Designated BUYER'S Agent (In Kansas,
684 Supervising Broker acts as Transaction Broker)
685 ☐ Subagent
686 ☐ SELLER is not being represented.

672 **Licensee assisting BUYER is a:** *(Check appropriate box(es))*

- 673
674 ☐ BUYER'S Agent
675 ☐ Designated BUYER'S Agent (In Kansas,
676 Supervising Broker acts as a Transaction Broker)
677 ☐ Transaction Broker and BUYER agrees, if applicable,
678 to sign a Transaction Broker Addendum. BUYER is not
679 being represented.
680 ☐ Disclosed Dual Agent and BUYER agrees to sign a
681 Disclosed Dual Agency Amendment. (Missouri only)
682 ☐ SELLER'S Agent
683 ☐ Designated SELLER'S Agent (In Kansas,
684 Supervising Broker acts as a Transaction Broker)
685 ☐ Subagent
686 ☐ BUYER is not being represented.

687
688 **SOURCE OF COMPENSATION.** Brokerage fees, to include but not limited to broker commissions and
689 other fees, will be paid out of escrow at Closing as follows, unless otherwise described in the terms of the
690 respective agency agreements or other SELLER/BUYER agreements. **SELLER and BUYER**
691 **understand and agree Brokers may be compensated by more than one party in the transaction.**
692 (Check all applicable boxes)

693
694 **Brokers are compensated by:** ☐ SELLER and/or ☐ BUYER

695
696 **The signatures below only apply to the Brokerage Relationship Disclosure.**

697
698
699 _____ DATE _____
700 Licensee assisting Seller Licensee assisting Buyer

701
702 **SELLER** _____ **DATE** **BUYER** _____ **DATE**

703
704
705 **SELLER** _____ **DATE** **BUYER** _____ **DATE**

TERMS AND CONDITIONS

20. EARNEST MONEY AND ADDITIONAL DEPOSITS.

- a. **Delivery.** SELLER may cancel the 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.

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.

- 21. TAXES, PRORATIONS AND SPECIAL ASSESSMENTS.** All general/state/county/school and municipal real estate taxes, homeowner's association dues and fees, special assessments, interest on existing Loans to be assumed by BUYER, and any other contractual obligations of SELLER to be assumed by BUYER for years prior to the current calendar year will be paid by SELLER.

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

- 753 a. Any of the preceding items which become due and accrue during the calendar year in which
754 SELLER'S warranty deed is delivered (including rents, if applicable) will be prorated between the
755 parties as of the Closing Date and, for all years thereafter, to the extent permitted by applicable law,
756 will be assumed and paid by the BUYER. BUYER acknowledges that the Property may be subject
757 to a special assessment, fee, or located in an improvement district. BUYER acknowledges this
758 disclosure is required by Kansas law, and may be found in the Seller's Disclosure and Condition of
759 Property Addendum or a separate document, if applicable.
760
- 761 b. If the actual amount of any item, other than taxes for the current year, cannot be ascertained from
762 the public record, the amount of the item for the preceding year will be used for the current year's
763 amount. If the actual amount of taxes for the current calendar year cannot be determined, it will be
764 estimated by using the current year's appraised value, if available from the county taxing authority,
765 and last year's mill levy. If appraised value is not available, the Contract Purchase Price will be used
766 with last year's mill levy. BUYER and SELLER agree to accept such prorations as final and release
767 each other, Broker(s), Agent(s), and Closing Agent(s) from any liability for any increase or decrease
768 in actual taxes due.
769

770 In Missouri, reassessment takes place in odd-numbered years. Missouri transactions closing in
771 odd-numbered years are subject to the process in the preceding paragraph. Missouri transactions
772 closing in even-numbered years will be prorated based upon the preceding year's tax amount.
773

774 **22. EVIDENCE OF TITLE.** SELLER agrees to provide and pay for an owner's title insurance policy in the
775 amount of the Purchase Price insuring marketable fee simple title in BUYER, subject to the Permitted
776 Exceptions and with the exception of any liens, encumbrances or other matters affecting title to the
777 Property created by BUYER or arising by virtue of BUYER's activities or ownership.
778

779 Within a reasonable time after the Effective Date, but prior to the Closing Date (the "Commitment
780 Delivery Date"), SELLER agrees, at SELLER's expense, to deliver to BUYER a title insurance
781 commitment from a company authorized to insure titles in the state where the Property is located,
782 setting forth its requirements to issue an owner's title policy and mortgage policy, if applicable.
783

784 Unless there is a defect in title to the Property that is not corrected prior to the Closing Date, BUYER
785 may not object to untimely delivery of the title commitment. The title commitment will commit to insure
786 marketable fee simple title in the BUYER upon the recording of the deed or other document of
787 conveyance. Title to the Property will be subject to the conditions in this Contract and to customary
788 covenants, declarations, restrictions, zoning laws, easements, party wall agreements, special
789 assessments, and community contracts of record as of the date of recording the deed or other
790 document of conveyance (the "Permitted Exceptions").
791

792 BUYER will have a reasonable time after receipt of the title commitment (the "Objection Period") to
793 notify SELLER in writing of any valid objections to title to the Property. SELLER will then make a
794 good faith effort to remedy the defects in title. If SELLER is not able to remedy the title defects before
795 the Closing Date, BUYER may elect to waive the objections, extend the Closing Date a reasonable
796 time for the SELLER to remedy the defects, or cancel this Contract by written notice.
797

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

--

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

--

SELLER | SELLER BUYER | BUYER

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 (Missouri only) has not been occupied by SELLER and has had recent construction work performed, the SELLER may be 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.

23. 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	DATE	BUYER	DATE
SELLER	DATE	BUYER	DATE
ADDRESS	ADDRESS		
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.