



RESIDENTIAL REAL ESTATE SALE CONTRACT

1 **THIS CONTRACT is made between:** (PRINT NAMES AND INDICATE MARITAL STATUS; IF NOT
2 COMPLETED, SELLER'S NAMES TO BE INSERTED BY LICENSEE ASSISTING SELLER PRIOR TO
3 PRESENTATION TO SELLER)
4

5 **SELLER:** _____
6

7 **BUYER:** _____
8

9 **Bank-Owned Property (check if applicable):** If the real property is bank-owned and the titled owner
10 of record is not known at the Effective Date of this Contract, BUYER and SELLER agree the name of the
11 SELLER is amended to as it is stated in the Deed at Closing and is incorporated herein by reference and in
12 any amendments and addenda. SELLER warrants it has full authority to sign and perform on this Contract
13 on behalf of the titled owner of record.
14

15 CONTRACT, ADDENDA, INCLUSIONS, AND PROCESSES

16
17 **1. PROPERTY.** BUYER agrees to purchase and SELLER agrees to sell the real property and the
18 improvements thereon (**the "Property"**) commonly known as:
19

20
21 _____
22 **Street Address** **City** **Zip** **County**

23 **STATE: (Check one)** Missouri Kansas
24

25 **LEGAL DESCRIPTION:** (As described below)
26
27 _____
28 _____
29 _____
30 _____
31

32 **This Contract, including the Fixtures, Equipment and Appliances paragraph of the Seller's**
33 **Disclosure and Condition of Property Addendum ("Seller's Disclosure"), not the MLS, or other**
34 **promotional material, provides for what is included in the sale of the Property.**
35

36 **Items listed in the "Additional Inclusions" or "Exclusions" below supersede the Seller's Disclosure**
37 **and the pre-printed list below. If there are no "Additional Inclusions" or "Exclusions" listed, the**
38 **Seller's Disclosure and the pre-printed list below govern what is or is not included in the sale.**
39

40 **If there are differences between the Seller's Disclosure and the pre-printed list below, the Seller's**
41 **Disclosure governs. Unless modified by the Seller's Disclosure and/or the "Additional Inclusions"**
42 **and/or the "Exclusions", all existing improvements on the Property (if any) and appurtenances,**
43 **fixtures and equipment (which SELLER agrees to own free and clear) whether buried, nailed,**
44 **bolted, screwed, glued or otherwise permanently attached to the Property are expected to remain**
45 **with Property, including the following, if any:**
46

- | | | |
|---|--|--|
| 47 Attic and ceiling fans | Floor coverings (<i>if attached</i>) | Outside cooking units (<i>if attached</i>) |
| 48 Audio/Visual mounting brackets
49 (<i>if attached</i>) | Garage door openers (<i>and remote
transmitting units</i>) | Owned propane tanks |
| 50 Bathroom mirrors (<i>wall mounted/
hung</i>) | Gas heaters | Shelving (<i>if attached</i>) |
| 51 | Gas logs and fireplace grates | Soft water conditioner (<i>if owned</i>) |
| 52 Central air conditioning | Heating and plumbing equipment | Sprinkler systems & controls |
| 53 Central vacuum & attachments | (<i>and fixtures</i>) | Storm windows, doors & screens |
| 54 Fences (<i>incl. invisible & controls</i>) | Humidifiers (<i>if attached</i>) | TV antennas (<i>if attached; excluding
satellite dishes</i>) |
| 55 Fire, smoke and burglary detection
56 units (<i>if owned</i>) | Keys to all doors | Window coverings and components |
| 57 Fireplace screens and/or glass doors
58 (<i>if attached</i>) | Kitchen appliances (<i>built-in</i>) | |
| | Lighting and light fixtures | |
| | Other mirrors (<i>if attached</i>) | |

59 Improvements on the Property include a manufactured/mobile home. (A manufactured/mobile home
60 may be considered personal property unless certain requirements have been met.)
61

62 a. **Additional Inclusions.** The following items, if any, supersede the Seller's Disclosure and the pre-
63 printed list before; are considered to be part of the Property, and **are** included in the sale.
64

65 _____
66 _____
67 _____
68 _____
69 _____
70 _____

71 b. **Exclusions.** The following items, if any, supersede the Seller's Disclosure and the pre-printed list
72 before; are **not** considered to be part of the Property, and are **not** included in the sale.
73

74 _____
75 _____
76 _____
77 _____
78 _____
79 _____

80 c. **Additional Terms and Conditions.** _____
81

82 _____
83 _____
84 _____
85 _____
86 _____
87 _____
88 _____
89 _____

90 d. **Limited Home Warranty. (Check if applicable):**

- 91
- 92 1. SELLER BUYER, at a cost not to exceed \$ _____, agrees to purchase a home
93 warranty plan from _____ (vendor) to be paid at
94 Closing. A home warranty plan is a limited service Contract covering repair or replacement of
95 the working components of the Property for one year from the Closing Date subject to the terms
96 and conditions of the individual plan with a per claim deductible of \$ _____.
97
- 98 2. The **(Check one)** Licensee assisting SELLER Licensee assisting BUYER will be
99 responsible for making arrangements for the home warranty plan, submitting required
100 documentation for such to the Closing Agent prior to the Closing Date. Broker may receive a fee
101 from the warranty company.
102

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

105

106 2. **ADDENDA.** The following Addenda (riders, supplements, etc.) are attached hereto and are a part of
107 this Contract **(Check applicable boxes):**
108

- 109 Seller's Disclosure and Condition of Property Add. Contingency for Sale and/or Closing Add.
110 Lead Based Paint Disclosure Addendum (see FINANCIAL TERMS paragraph)
111 Listing Company Disclosure Condo Resale Certificate (Missouri only)
112 Selling Company Disclosure Other: _____
113 Dispute Resolution/Mediation Addendum Other: _____

- 115 a. **EFFECTIVE DATE.** The **Effective Date** will be the date of final acceptance by the last party to sign
116 this agreement and/or addendum(s) attached hereto.
117

118 **THIS CONTRACT WILL NOT BE EFFECTIVE UNTIL THE BROKER RELATIONSHIP**
119 **DISCLOSURE PARAGRAPH HAS BEEN SIGNED BY ALL PARTIES; SELLER COMPLETES**
120 **AND BUYER AND SELLER HAVE SIGNED A SELLER'S DISCLOSURE AND CONDITION OF**
121 **PROPERTY ADDENDUM AND, IF APPLICABLE, A LEAD BASED PAINT DISCLOSURE**
122 **ADDENDUM FOR THE PROPERTY.**
123

- 124 b. **SELLER'S DISCLOSURE STATUS.** SELLER confirms information contained in the Seller's
125 Disclosure and Condition of Property Addendum is current as of the Effective Date of the Contract.
126 SELLER understands the law requires disclosure of any material defect(s) regarding the Property.
127

- 128 c. **ENTIRE AGREEMENT AND MANNER OF MODIFICATIONS.** This Contract and all attachments
129 constitute the complete agreement of the parties concerning the Property; supersede all previous
130 agreements, and may be modified or assigned only by a written agreement signed by all parties.
131

- 132 d. **PARTIES.** This is a Contract between SELLER and BUYER. If SELLER or BUYER constitutes two
133 or more persons, the terms "SELLER" or "BUYER" will be construed to read "SELLERS" or
134 "BUYERS" whenever the sense of the Contract requires.
135

136 Unless identified as SELLER or BUYER, Listing Broker and any Cooperating Broker and their
137 Agents (collectively referred to as "Broker") and any Escrow or Closing Agent are acting as Agents
138 only and are not parties to this Contract.
139

140 SELLER and BUYER acknowledge Broker may have a financial interest in third parties providing
141 specialized services required by this Contract including, but not limited to: Lender, title insurance
142 company, Escrow Agent, Closing Agent, warranty company, wood infestation/mechanical/structural
143 or other inspectors and repair personnel. SELLER and BUYER agree Broker will not be responsible
144 for the conduct of third parties providing specialized services whether those services were arranged
145 by SELLER, BUYER, or Broker on behalf of either.
146

- 147 e. **NOTICES.** Any notice or other communication required or permitted hereunder may be delivered in
148 person, by facsimile, United States Postal Service, courier service or email to the address set forth
149 in this Contract or such other address or number as will be furnished in writing by any such party.
150

151 Such notice or communication will be deemed to have been given as of the date and time so
152 delivered. Delivery to or receipt by a party's licensee will constitute delivery to the party. Delivery to
153 or receipt by the Licensee assisting BUYER in this Contract will constitute receipt by BUYER and
154 delivery to or receipt by the Licensee assisting SELLER in this Contract will constitute receipt by
155 SELLER.
156

- 157 f. **ELECTRONIC TRANSACTION.** All parties agree this transaction may be conducted by electronic
158 means, including email, according to the Uniform Electronic Transaction Act as adopted in Kansas
159 and Missouri.
160
161

PURCHASE PRICE, FINANCIAL TERMS, AND CLOSING AND POSSESSION

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

a. Earnest Money in the form of: (Check one)

Personal check **OR** Other _____
in the amount of \$ _____ (a)

Deposited with: **(Check one)**

_____ Listing Broker
 _____ Escrow Agent

SELLER (BUYER acknowledges that funds payable to and held by SELLER WILL NOT be held subject to the terms in Earnest Money and Additional Deposits paragraph.)

b. Additional Earnest Money on or before _____ \$ _____ (b)

Personal check **OR** Other _____

Deposited with: **(Check one)**

_____ Listing Broker
 _____ Escrow Agent

SELLER (BUYER acknowledges that funds payable to and held by SELLER WILL NOT be held subject to the terms of Earnest Money and Additional Deposits paragraph.)

c. Total Amount Financed by BUYER (Zero if Cash Sale) \$ _____ (c)
(not including financed mortgage insurance premiums, DVA Funding Fee or other closing costs, if any)

d. Balance of Purchase Price to be paid in CERTIFIED FUNDS \$ _____ (d)
(Purchase Price less a, b & c of this paragraph) on or before Closing Date

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

1. **Additional SELLER paid costs.** In addition to any other costs SELLER agreed to pay herein, SELLER agrees to pay other allowable closing costs permitted by Lender(s) and/or prepaid items for BUYER, not to exceed: \$ _____

2. **Lender(s) approved down payment assistance costs.** \$ _____

3. See attached Loan(s) specification documents.

TOTAL ADDITIONAL SELLER EXPENSES NOT TO EXCEED: \$ _____

f. OTHER FINANCING COSTS.

1. **Loan Costs.** BUYER agrees to pay all customary costs necessary to obtain the Loan(s) (including but not limited to, origination fees, discounts or buy-downs) unless otherwise agreed.

2. **Private Mortgage Insurance (PMI).** BUYER will pay any up front PMI premium and annual renewal premiums or will finance the PMI as a part of the Loan(s), if required by Lender(s).

3. **FHA Mortgage Insurance (MIP).** BUYER will pay any up front MIP premium and annual renewal premiums or will finance MIP as a part of the Loan(s).

218 4. **DVA Funding Fee** as required by Lender(s) will be paid at Closing by the BUYER or financed
219 as part of the Loan(s).

220 5. **Flood Insurance.** BUYER agrees to pay for flood insurance if required by Lender(s).

221
222
223 4. **APPRAISED VALUE CONTINGENCY.** Notwithstanding any other terms of this Contract, **BUYER may**
224 within _____ calendar days from the Effective Date of this Contract (**within the Inspection Period if**
225 **left blank**) obtain, at BUYER'S expense, an appraisal of the Property by an independent licensed
226 appraiser. **If Financing is being obtained, the appraisal must be completed before the Loan**
227 **commitment due date.**

228
229 **If the final appraised value of the Property**, as determined by BUYER'S Lender's appraiser or
230 BUYER'S appraiser (if a cash sale), **is not equal to or greater than the Purchase Price, BUYER may**
231 **notify SELLER in writing, attaching a copy of the appraisal, and the following will occur:**

232
233 a. SELLER may seek a reconsideration of value by the BUYER'S Lender's appraiser, to be completed
234 within _____ calendar days (7 days if left blank) of delivery of the BUYER'S notice. If such
235 reconsideration finds a value equal to or greater than the Purchase Price, the transaction will move
236 forward to Closing.

237
238 b. If such reconsideration finds a value less than the Purchase Price, BUYER and SELLER will have
239 _____ calendar days (5 days if left blank) to agree upon an acceptable Purchase Price in writing. If
240 BUYER and SELLER fail to agree to an acceptable Purchase Price within the time period stated
241 above, either party may cancel the Contract by written notice to the other, and BUYER'S Earnest
242 Money will be subject to the provisions of the Earnest Money and Additional Deposits paragraph of
243 the Contract.

244
245 5. **SALE CONTINGENCY.** In the event the sale is contingent upon the sale and/or Closing of BUYER'S
246 Property, **the Contingency For Sale and/or Closing Of Buyer's Property Addendum must be**
247 **attached.**

248
249 **6. FINANCIAL TERMS.**

250
251 **THIS IS A CASH SALE.** BUYER must provide written verification from a depository of funds on
252 deposit within _____ calendar days (5 days if left blank) which are sufficient to complete the Closing on
253 this Contract.

254
255 **THIS IS A FINANCED SALE.** This Contract is contingent upon BUYER obtaining the financing
256 described in this paragraph.

257
258 BUYER may obtain Loan(s) different from those described herein provided that the terms of the Loan(s)
259 **do not result in additional costs to SELLER, delay the Closing date, or change the Loan approval time**
260 **frame.** These changes must be agreed in writing, by both parties, within 3 days of BUYER'S knowledge
261 and no later than _____ business days before Closing (15 days if left blank).

262
263 **BUYER and SELLER are hereby informed that any changes to the terms below after the Effective**
264 **Date of the Contract have the potential to delay Closing and/or change costs due to federal**
265 **regulations.**

266
267 a. **TYPE OF FINANCING.** Loan(s) will be owner-occupied Loan(s) or investment Loan(s).

268 **b. LOAN TYPES/TERMS. BUYER will obtain a Loan(s) upon the following terms.**

269			
270	Type:	Primary Loan	Secondary Loan
271	Conventional	<input type="checkbox"/>	<input type="checkbox"/>
272	FHA	<input type="checkbox"/>	<input type="checkbox"/>
273	DVA	<input type="checkbox"/>	<input type="checkbox"/>
274	Other _____	<input type="checkbox"/>	<input type="checkbox"/>
275	Not Applicable		<input type="checkbox"/>
276			
277	Interest Rate		
278	Fixed Rate	<input type="checkbox"/>	<input type="checkbox"/>
279	Adjustable Rate	<input type="checkbox"/>	<input type="checkbox"/>
280	Interest Only	<input type="checkbox"/>	<input type="checkbox"/>
281	Other _____	<input type="checkbox"/>	<input type="checkbox"/>
282			
283	Amortization Period	_____ years	_____ years
284	Principal Amount or LTV	_____	_____

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

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

- 292
- 293 1. Primary Loan _____ interest rate not exceeding _____% per annum or
294 _____ the prevailing rate at closing
- 295
- 296 2. Secondary Loan _____ interest rate not exceeding _____% per annum or
297 _____ the prevailing rate at closing
- 298

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

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

305 **d. LOAN APPLICATION(S).**

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

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

318 BUYER agrees to authorize Lender(s) to perform all required services (credit report, appraisal, etc.),
319 promptly pay the fees required by Lender(s), and promptly provide Lender(s) with all information
320 requested.

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

324 e. **LOAN APPROVAL(S).** BUYER agrees to make a good faith effort to obtain a commitment for the
325 Loan(s) within _____ calendar days (30 days if left blank) from the Effective Date of this
326 Contract (the "Loan Approval Period") or within _____ calendar days (5 days if left blank) prior to
327 the Closing Date, whichever is earlier.
328

329 If BUYER is unable to obtain a commitment for the Loan(s) within the Loan Approval Period,
330 BUYER or SELLER may cancel this Contract by written notice. If BUYER is unable to obtain the
331 financing described herein, BUYER must provide written evidence of rejection from BUYER'S
332 Lender(s). In either case, BUYER'S Earnest Money will be subject to the provisions of the Earnest
333 Money and Additional Deposits paragraph of the Contract.
334

335 f. **LENDER APPRAISAL REQUIREMENTS.** In addition to any other costs or sums to be paid by
336 SELLER pursuant to this Contract, SELLER agrees to pay an amount not to exceed
337 \$_____ (zero if left blank) for requirements contained in the Lender's appraisal. Appraisal
338 and/or Lender(s) requirements will include inspections and/or repairs, but not any for which BUYER
339 has agreed to be responsible elsewhere in this Contract.
340

341 If appraisal and/or Lender(s) requirements exceed the amount in this blank and if SELLER and
342 BUYER have not agreed in writing to a resolution of the excess appraisal and/or Lender(s)
343 requirements prior to the Closing Date, or within the time period (no less than 5 days) specified in a
344 written demand by either party, this Contract will be cancelled and disposition of BUYER'S Earnest
345 Money will be subject to the provisions of the Earnest Money and Additional Deposits paragraph of
346 the Contract.
347

348 **7. CLOSING AND POSSESSION.** On or before _____ ("Closing Date"), SELLER will
349 execute and deliver into escrow with the title company(s) or other Closing Agent(s), a general warranty
350 deed (or special warranty deed or fiduciary deed, if SELLER is a corporation, association, financial
351 institution or fiduciary) and all other documents and funds necessary to satisfy SELLER'S obligations
352 under this Contract.
353

354 On or before the Closing Date, BUYER will execute and deliver into escrow with the title company(s) or
355 other Closing Agent(s), all documents (including note(s), mortgage(s)/deed(s) of trust, and any other
356 documents required by BUYER'S Lender(s), if BUYER is obtaining financing) and funds (including Loan
357 proceeds, if BUYER is obtaining financing) necessary to satisfy BUYER'S obligations under this
358 Contract.
359

360 **SELLER AND BUYER ACKNOWLEDGE ALL FUNDS REQUIRED FOR CLOSING MUST BE IN THE**
361 **FORM OF CASHIER'S CHECK, WIRE TRANSFER OR OTHER CERTIFIED FUNDS.**
362

363 When all documents and funds have been executed and delivered into escrow with the title company(s)
364 or other Closing Agent(s), the Closing will be completed. SELLER will deliver possession of the
365 Property to BUYER on _____ at _____ o'clock _____. m., (if left blank, the
366 **Possession Date** will be 5:00 P.M. on the Closing Date).
367

368 **BUYER must not occupy the Property or place personal property in or on it prior to completion**
369 **of the Closing and disbursement or availability of SELLER'S proceeds, if any, unless otherwise**
370 **agreed upon in writing by the BUYER and the SELLER.**
371

372 **CONDITION, MAINTENANCE, AND INSPECTIONS OF THE PROPERTY**

373

374 **8. UTILITIES.** SELLER agrees to leave all utilities on until the date of possession unless otherwise agreed.
375

376 The BUYER will pay SELLER for the amount of fuel left in tank(s) at Closing based upon SELLER'S
377 actual cost at time of purchase, if applicable. SELLER will have tank read no earlier than 7 days and no
378 later than 3 days prior to the Closing Date and provide documentation to BUYER.
379

380 **9. MAINTENANCE OF PROPERTY. SELLER will maintain the Property in its present condition**
381 **through the Possession Date.** SELLER agrees to perform ordinary and necessary maintenance,
382 upkeep and repair to the Property and to keep the improvements on the Property fully insured until
383 delivery of SELLER'S deed to BUYER.
384

385 SELLER must advise BUYER in writing of any substantial change in the condition of the Property prior
386 to Closing.
387

388 Unless otherwise agreed in writing, SELLER must remove all possessions, trash and debris, and clean
389 the Property, upon vacating or prior to delivery of Possession.
390

391 **10. CASUALTY LOSS.** If before delivery of the deed to BUYER, improvements on the Property are
392 damaged or destroyed by fire or other causes including those that could be covered by what is known
393 as fire and extended coverage insurance, then the SELLER must notify the BUYER in writing within 24
394 hours of such damage. The parties agree that the risk of that damage or destruction will be borne as
395 follows:
396

397 **a.** If the damage is minor, SELLER may repair or replace the damage done to the Property if the work
398 can be completed before the Closing Date.
399

400 If the SELLER elects to repair or replace the damage done to the Property, but repair/replacement
401 cannot be completed prior to the Closing, with written agreement between the parties one of the
402 following options will be chosen:
403

404 1. SELLER will pay for repair/replacement after Closing; or
405

406 2. The parties will extend the Closing Date to such time as repairs/replacement can be completed;
407 or
408

409 3. With consent of BUYER'S Lender, 1.5 times the estimated cost of repair/replacement will be
410 escrowed until repair/replacement is complete with any funds remaining after payment for
411 repairs/replacement being remitted to the party that funded the escrow.
412

413 **b.** If SELLER elects not to repair or replace the damage done to the Property, or if the damage is not
414 minor, the BUYER may enforce or cancel this Contract by written notice to SELLER within 10 days
415 after receiving notice of such damage to the Property.
416

417 1. If BUYER elects to enforce this Contract, the Purchase Price will not be reduced and the
418 Property will be conveyed in its existing condition at the time, provided SELLER must furnish
419 BUYER with a copy of the insurance assessment and be responsible for paying the insurance
420 deductible and assign SELLER'S fire and extended coverage proceeds to BUYER at Closing.
421

422 2. If BUYER and SELLER mutually agree upon the cost of repairs, then SELLER may pay the
423 cost of those repairs.
424

425 **11. SURVEY.** BUYER may, at BUYER'S expense, obtain a "Staked Survey" of the Property no later than
426 _____ calendar days (10 days if left blank) prior to the Closing Date to assure there are no defects,
427 encroachments, overlaps, boundary line or acreage disputes, or other such matters that would be
428 disclosed by a survey.
429

430 **BUYER acknowledges a Mortgage Inspection Report or "Loan Survey" normally required by a**
431 **lending institution is not a "Staked Survey". A title insurance company typically requires a**
432 **"Staked Survey" in order to provide survey coverage to the BUYER.**
433
434

435 Within 2 calendar days of BUYER'S receipt of Survey, BUYER must notify SELLER of any
436 encroachments of any improvements upon, from, or onto the Property or any building setback line,
437 property line, or easement, which encroachment will be deemed to be a title defect. SELLER must
438 remedy such defects as are susceptible of being remedied prior to the Closing Date. If SELLER does
439 not remedy the defects in title, BUYER will have one of the following options:
440

- 441 a. Completing this purchase and accepting the title that SELLER is able to convey without adjustment
442 in the Purchase Price; or
- 443
- 444 b. Cancelling this Contract. BUYER'S Earnest Money will be subject to the provisions of the Earnest
445 Money and Additional Deposits paragraph of the Contract.
446

447 **12. INSPECTIONS.** BUYER may, within _____ calendar days (10 days if left blank) **(the "Inspection**
448 **Period")** after the Effective Date of this Contract, at BUYER'S expense, have property inspections
449 **which may include, but are not limited to:**
450

451 appliances, plumbing (including septic system), electrical, heating system, central air conditioning,
452 fireplace, chimney, foundation, roof, siding, windows, doors, ceilings, floors, insulation, drainage, interior
453 and exterior components, any wall, decks, driveways, patios, sidewalks, fences, slabs, pest infestation,
454 health and/or environmental concerns (including lead based paint, mold and radon) as provided below
455 and in the Additional Disclosures Including Those Mandated by State or Federal Law paragraph.
456

- 457 a. **PROPERTY INSURABILITY.** It is recommended that homeowner's insurance availability be
458 ascertained during the Inspection Period.
459
- 460 b. **FACTORS AFFECTING INSPECTIONS.** BUYER acknowledges such inspections may not
461 identify deficiencies in inaccessible areas of the Property and may be limited by weather
462 conditions at the time of the inspection. It is recommended that BUYER check with Lender(s)
463 and/or local government authority regarding septic inspection.
464
- 465 c. **ACCESS TO PROPERTY AND RE-INSPECTIONS.** SELLER must provide BUYER reasonable
466 access to the Property to conduct the inspections, re-inspections, inspection of any corrective
467 measures completed by SELLER and/or final walk through prior to the Closing Date.
468
- 469 d. **DAMAGES AND REPAIRS.** BUYER will be responsible and pay for any damage to the
470 Property resulting from the inspection(s).
471
- 472 e. **QUALITY OF REPAIRS.** SELLER agrees any corrective measures which SELLER performs
473 pursuant to the following provisions will be completed in a workmanlike manner with good- quality
474 materials.
475
- 476 f. **WOOD-DESTROYING INSECTS. SELLER AGREES TO PAY TO HAVE THE PROPERTY**
477 **TREATED** for control of infestation by wood-destroying insects if a written inspection report of a
478 certified pest control firm reveals evidence of active infestation, or evidence of past untreated
479 infestation, or otherwise recommends treatment in the main dwelling unit, or included additional
480 structures identified below or on the Property within 30 feet of such unit or structure(s) (or as
481 otherwise required by government regulations if BUYER is obtaining an FHA/VA or other
482 government program Loan(s)). **BUYER will pay for any inspections requested by BUYER**
483 **and/or required by BUYER'S Lender(s).**
484

485 **The inspection report must be delivered WITHIN THE INSPECTION PERIOD, or any treatment**
486 **will be at the BUYER'S expense.**
487
488
489

- 490 1. If treatment is required, SELLER will provide BUYER with a certificate evidencing treatment by a
491 certified pest control firm of SELLER'S choice, which certificate BUYER agrees to accept.
492 Treatment will be completed no earlier than ninety (90) calendar days prior to the Closing Date.
493
494 2. Additional structures to be included in the inspection are:
495 _____
496 _____
497
498 3. Any damage or repair issues related to wood-destroying insect infestations must be
499 identified as Unacceptable Conditions and addressed as set forth below.
500
- 501 **g. WHAT IF BUYER DOES NOT CONDUCT INSPECTIONS?** If BUYER does not conduct
502 inspections, BUYER will have waived any right to cancel or renegotiate this Contract pursuant to the
503 inspection provisions.
504
- 505 **h. WHAT IS AN UNACCEPTABLE CONDITION?** An Unacceptable Condition is any condition
506 identified in a written inspection report prepared by an independent qualified inspector of BUYER'S
507 choice, which condition is unacceptable to BUYER and not otherwise excluded in this Contract.
508
- 509 **i. WHAT IF BUYER DOES NOT GIVE TIMELY NOTICE OF UNACCEPTABLE CONDITIONS?** If
510 BUYER conducts inspections but fails to notify SELLER of Unacceptable Conditions prior to the
511 expiration of the Inspection Period, BUYER will have waived any right to cancel or renegotiate this
512 Contract pursuant to these inspection provisions.
513
- 514 **j. WHAT IS NOT AN UNACCEPTABLE CONDITION?** The following items will not be considered
515 Unacceptable Conditions and cannot be used by BUYER as a reason to cancel or renegotiate this
516 Contract. Any items marked Excluded (EX) on Seller's Disclosure and Condition of Property
517 Addendum in addition to the following items will not be considered. _____
518 _____
519 _____
520
- 521 **k. WHAT IF BUYER'S INSPECTIONS REVEAL UNACCEPTABLE CONDITIONS?** If BUYER'S
522 inspections reveal Unacceptable Conditions, BUYER may do any one of the following:
523
- 524 1. **ACCEPT THE PROPERTY "AS IS".** BUYER may notify SELLER that the inspections are
525 satisfactory or do nothing. In either case, BUYER will have waived any right to cancel or
526 renegotiate due to any Unacceptable Conditions; or
527
- 528 2. **CANCEL THIS CONTRACT** by notifying SELLER in writing within the Inspection Period; or
529
- 530 3. **OFFER TO RENEGOTIATE** with SELLER by notifying SELLER in writing within the Inspection
531 Period and identifying the Unacceptable Conditions.
532
- 533 **l. BUYER'S notice of cancellation or offer to renegotiate terminates the Inspection Period and**
534 **must be accompanied by the applicable written inspection report(s) in their entirety from the**
535 **independent qualified inspector(s) who conducted the inspection(s).**
536
- 537 **m. RESOLUTION OF UNACCEPTABLE CONDITIONS.** BUYER and SELLER will have _____
538 **calendar days (5 days if left blank) after SELLER'S receipt of BUYER'S Inspection**
539 **Notice/Offer to Renegotiate (the "Renegotiation Period"), to reach an agreement resolving**
540 **the Unacceptable Conditions.**
541
542
543
544

545 Any of the following executed and delivered to the other party or other party's Agent prior to the
546 expiration of the Renegotiation Period will constitute such an agreement:

- 547 1. An amendment signed by BUYER and SELLER resolving the Unacceptable Conditions; or
- 549 2. A written statement signed by BUYER accepting the Property "as is" without correction of any
550 Unacceptable Conditions; or
- 551 3. A written statement signed by SELLER agreeing to do everything requested by BUYER in
552 BUYER'S Offer to Renegotiate.

553 **If no agreement resolving the Unacceptable Conditions is reached as provided above, prior**
554 **to the expiration of the Renegotiation Period, then after expiration of the Renegotiation**
555 **Period, either party may cancel this Contract by written notice to the other and the Earnest**
556 **Money will be returned subject to the provisions of Earnest Money and Additional Deposits**
557 **paragraph of this Contract.**

561 **DEFAULTS AND REMEDIES**

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

567 **If SELLER defaults, BUYER may:**

- 568 **a.** Specifically enforce this Contract and recover damages suffered by BUYER as a result of the delay in
569 the acquisition of the Property.
- 570 **b.** Terminate this Contract by written notice to SELLER and, at BUYER'S option, pursue any remedy
571 and damages available by law or in equity. If BUYER elects to terminate this Contract, the Earnest
572 Money will be returned to BUYER subject to the provisions of Earnest Money and Additional Deposits
573 paragraph of this Contract.

574 **If BUYER defaults, SELLER may:**

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

583 **If as a result of a default under this Contract, either SELLER or BUYER employs an attorney to**
584 **enforce its rights, the defaulting party will, unless prohibited by law, reimburse the**
585 **non-defaulting party for all reasonable attorney fees, court costs and other legal expenses**
586 **incurred by the non-defaulting party in connection with the default. TIME IS OF THE ESSENCE**
587 **IN THIS CONTRACT.**

597 **ADDITIONAL DISCLOSURES INCLUDING THOSE MANDATED BY STATE OR FEDERAL LAW**
598

599 **14. RADON, MICROBIALS AND OTHER ENVIRONMENTAL POLLUTANTS.**
600

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

604
605 Radon, a class-A human carcinogen, is the leading cause of lung cancer in non-smokers and the
606 second leading cause overall. Kansas law requires SELLER to disclose any information known to
607 SELLER that shows elevated concentrations of radon gas in residential real property.
608

609 The Kansas Department of Health and Environment recommends all homebuyers have an indoor
610 radon test performed prior to purchasing or taking occupancy of residential real property. All
611 testing for radon should be conducted by a radon measurement technician. Elevated radon
612 concentrations can be easily reduced by a radon mitigation technician.
613

614 For additional information, please go to <http://www.kansasradonprogram.org> or in Missouri a
615 national source for radon information is <http://www.epa.gov/radon>.
616

- 617 **b. MICROBIALS AND OTHER ENVIRONMENTAL POLLUTANTS.** BUYER acknowledges mold,
618 fungi, bacteria and other microbes commonly exist in homes and will exist in the Property as a
619 result of rain, humidity and other moisture in the Property and on materials during the normal
620 construction process and as a result of the use of wood and other materials that commonly have
621 mold, fungi, bacteria and other microbes at the time of delivery to the job site. BUYER has the
622 opportunity to become informed about microbes and other environmental pollutants, and the
623 potential health risks of microbes and other environmental pollutants.
624

- 625 1. The SELLER and Licensee assisting the SELLER and/or the BUYER do not claim or possess
626 any special expertise in the measurement or reduction of radon, microbes or other
627 environmental pollutants, nor have they provided any advice to BUYER as to acceptable levels
628 or possible health hazards of radon, microbes or other environmental pollutants.
629
- 630 2. There can be no assurance that any existing systems, devices or methods incorporated into the
631 Property for the purpose of reducing radon, microbes or other environmental pollutant levels
632 will be effective and SELLER has no responsibility for the operation, maintenance or
633 effectiveness of such systems, devices and methods.
634

635 **15. LEAD BASED PAINT DISCLOSURE. IF THE PROPERTY WAS BUILT PRIOR TO 1978, BUYER**
636 **ACKNOWLEDGES RECEIVING, READING AND SIGNING THE FEDERALLY REQUIRED**
637 **DISCLOSURE REGARDING LEAD BASED PAINT.**
638

639 **16. CRIMINAL OFFENDERS.** In Missouri and Kansas, law requires persons who are convicted of
640 certain crimes, including certain sexually violent crimes, to register with the Sheriff of the
641 county in which they reside. If you, as the BUYER, desire information regarding those
642 registrants, you may find information on the homepage of the Kansas Bureau of Investigation
643 (KBI) at <http://www.Kansas.gov/kbi> or by contacting the local Sheriff's office in Kansas. In
644 Missouri, BUYER should contact the Sheriff of the county in which the Property is located.
645

646 **17. BROKERAGE RELATIONSHIP DISCLOSURE.**

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

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

655 A Licensee acting as an Agent for the SELLER has a duty to represent the SELLER'S interest and will
 656 not be the Agent of the BUYER. Information given by the BUYER to an Agent of the SELLER will be
 657 disclosed to the SELLER.
 658

659 A Licensee acting as an Agent for the BUYER has a duty to represent the BUYER'S interest and will
 660 not be an Agent of the SELLER. Information given by the SELLER to an Agent of the BUYER will be
 661 disclosed to the BUYER.
 662

663 A Licensee acting in the capacity of a Transaction Broker is not an Agent for either party and does not
 664 advocate the interests of either party.
 665

666 A Licensee acting as a Disclosed Dual Agent **(Available only in Missouri.)** is acting as an Agent for
 667 both the SELLER and the BUYER, and a separate Dual Agency Disclosure Amendment is required.
 668

<p>670 Licensee assisting SELLER is a: <i>(Check appropriate box)</i></p> <p>671 <input type="checkbox"/> SELLER'S Agent</p> <p>672 <input type="checkbox"/> Designated SELLER'S Agent (In Kansas,</p> <p>673 Supervising Broker acts as a Transaction Broker)</p> <p>674 <input type="checkbox"/> Transaction Broker and SELLER agrees, if applicable,</p> <p>675 to sign a Transaction Broker Addendum. SELLER is not</p> <p>676 being represented.</p> <p>677 <input type="checkbox"/> Disclosed Dual Agent and SELLER agrees to sign a</p> <p>678 Disclosed Dual Agency Amendment. (Missouri only)</p> <p>679 <input type="checkbox"/> BUYER'S Agent</p> <p>680 <input type="checkbox"/> Designated BUYER'S Agent (In Kansas,</p> <p>681 Supervising Broker acts as Transaction Broker)</p> <p>682 <input type="checkbox"/> Subagent</p> <p>683 <input type="checkbox"/> SELLER is not being represented.</p>	<p>670 Licensee assisting BUYER is a: <i>(Check appropriate box)</i></p> <p>671 <input type="checkbox"/> BUYER'S Agent</p> <p>672 <input type="checkbox"/> Designated BUYER'S Agent (In Kansas,</p> <p>673 Supervising Broker acts as a Transaction Broker)</p> <p>674 <input type="checkbox"/> Transaction Broker and BUYER agrees, if applicable,</p> <p>675 to sign a Transaction Broker Addendum. BUYER is not</p> <p>676 being represented.</p> <p>677 <input type="checkbox"/> Disclosed Dual Agent and BUYER agrees to sign a</p> <p>678 Disclosed Dual Agency Amendment. (Missouri only)</p> <p>679 <input type="checkbox"/> SELLER'S Agent</p> <p>680 <input type="checkbox"/> Designated SELLER'S Agent (In Kansas,</p> <p>681 Supervising Broker acts as a Transaction Broker)</p> <p>682 <input type="checkbox"/> Subagent</p> <p>683 <input type="checkbox"/> BUYER is not being represented.</p>
---	--

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

690 **Brokers are compensated by:** SELLER and/or BUYER

LICENSEE ASSISTING SELLER	DATE	LICENSEE ASSISTING BUYER	DATE
SELLER	DATE	BUYER	DATE
SELLER	DATE	BUYER	DATE

704 **TERMS AND CONDITIONS**

705

706 **18. EARNEST MONEY AND ADDITIONAL DEPOSITS.** Upon acceptance of this Contract, unless
707 otherwise agreed, any Earnest Money or Additional Deposits will be deposited within 5 business days
708 (if Kansas Property)/10 banking days (if Missouri Property) of the Effective Date, in an insured escrow
709 account maintained by Listing Broker or Escrow Agent. BUYER and SELLER agree the Listing Broker
710 or Escrow Agent may retain any interest earned on escrowed funds.

711

712 If this Contract is terminated by the express provisions of this Contract or by either party pursuant to a
713 right expressly given in this Contract, the Earnest Money and Additional Deposits will be returned to
714 BUYER, and neither party will have any further rights or obligations under this Contract, except as
715 otherwise stated in this Contract.

716

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

721

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

726

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

730

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

737

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

741

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

746

747 **a.** Any of the preceding items which become due and accrue during the calendar year in which
748 SELLER'S warranty deed is delivered (including rents, if applicable) will be prorated between the
749 parties as of the Closing Date and, for all years thereafter, to the extent permitted by applicable law,
750 will be assumed and paid by the BUYER. BUYER acknowledges that the Property may be subject
751 to a special assessment, fee, or located in an improvement district. BUYER acknowledges this
752 disclosure is required by Kansas law, and may be found in the Seller's Disclosure and Condition of
753 Property Addendum or a separate document, if applicable.

754

755 b. If the actual amount of any item, other than taxes for the current year, cannot be ascertained
756 from the public record, the amount of the item for the preceding year will be used for the
757 current year's amount. If the actual amount of taxes for the current calendar year cannot be
758 determined, it will be estimated by using the current year's appraised value, if available from
759 the county taxing authority, and last year's mill levy. If appraised value is not available, the
760 Contract Purchase Price will be used with last year's mill levy. BUYER and SELLER agree to
761 accept such prorations as final and release each other, Broker(s), Agent(s), and Closing
762 Agent(s) from any liability for any increase or decrease in actual taxes due.
763

764 In Missouri, reassessment takes place in odd-numbered years. Missouri transactions
765 closing in odd-numbered years are subject to the process in the preceding paragraph.
766 Missouri transactions closing in even-numbered years will be prorated based upon the
767 preceding year's tax amount.
768

769 **20. EVIDENCE OF TITLE.** Within a reasonable time after the Effective Date, but prior to the Closing Date
770 (the "Commitment Delivery Date"), SELLER agrees to deliver to BUYER a title insurance commitment
771 from a company authorized to ensure titles in the state where the Property is located.
772

773 **SELLER agrees to provide and pay for an owner's title insurance policy in the amount of the**
774 **Purchase Price** ensuring marketable fee simple title in BUYER, subject to the Permitted Exceptions
775 and with the exception of any liens, encumbrances or other matters affecting title to the Property
776 created by BUYER or arising by virtue of BUYER'S activities or ownership. The policy will also ensure
777 BUYER as of the date of recording of the deed or other document of conveyance, against any lien, or
778 right to a lien, for services, labor or material imposed by law and not shown by the public records.
779 SELLER agrees to comply with the requirements of the title company for issuance of this coverage.
780

781 Unless there is a defect in title to the Property that is not corrected prior to the Closing Date, BUYER
782 may not object to untimely delivery of the title commitment.
783

784 The title commitment will commit to ensure a marketable fee simple title to the BUYER upon the
785 recording of the deed or other document of conveyance. However, title to the Property will be subject to
786 the conditions in this Contract and to customary covenants, declarations, restrictions, zoning laws,
787 easements, party-wall agreements, special assessments, and community Contracts of record as of the
788 Effective Date of the title commitment (the "Permitted Exceptions"). **UNLESS OTHERWISE PROVIDED**
789 **IN THIS CONTRACT, THE OWNER'S TITLE POLICY WILL INCLUDE MECHANIC'S LIEN**
790 **COVERAGE.**
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 good
794 faith effort to remedy the defects in title.
795

796 If SELLER does not remedy the title defects before the Closing Date, BUYER may elect to waive the
797 objections, extend the Closing Date for a reasonable time for SELLER to remedy the defects or cancel
798 this Contract. Provided, if the time between the Effective Date and the Closing Date is too short to
799 permit compliance with the time frames described in this paragraph, both the Commitment Delivery
800 Date and the Objection Period will be as soon as reasonably possible but no later than the Closing
801 Date.
802

803 **21. EXPIRATION.** This offer will expire on _____, at _____ o'clock _____.m.
804 (5:00 p.m. if left blank) unless accepted by SELLER or withdrawn by BUYER before that time.
805

806 CAREFULLY READ THE TERMS HEREOF BEFORE SIGNING. WHEN SIGNED BY ALL PARTIES,
807 THIS DOCUMENT BECOMES PART OF A LEGALLY BINDING CONTRACT.
808 IF NOT UNDERSTOOD, CONSULT AN ATTORNEY BEFORE SIGNING.
809

810 SELLER hereby authorizes Closing Agent to obtain payoff information from SELLER'S Lender(s).
811
812

813
814 SELLER _____ DATE BUYER _____ DATE

815
816
817 SELLER _____ DATE BUYER _____ DATE
818

819
820 ADDRESS _____ ADDRESS _____

821
822
823 BROKERAGE _____ BROKERAGE _____
824

825
826 Name of Licensee assisting Seller (Please Print) Name of Licensee assisting Buyer (Please Print)
827

828 _____ / _____
829 Listing Licensee's Phone # Fax # Selling Licensee's Phone # Fax #
830

831
832 Listing Licensee's Email Address Selling Licensee's Email Address
833

834
835 DATE OF FINAL ACCEPTANCE, THE "EFFECTIVE DATE" IS _____
836 (Effective Date to be completed by Licensee assisting the last party signing this Contract.)
837

838
839 **FORM CERTIFICATION: (TO BE COMPLETED BY LICENSEE PREPARING THIS FORM)**

840
841 The undersigned Licensee assisted in completing the blanks in the foregoing form and confirms, to the best of his/her
842 knowledge, that the printed form contains the language approved by Counsel for the Kansas City Regional
843 Association of REALTORS®. The undersigned Licensee further confirms no additions or deletions to the approved
844 language have been made, except such changes as may appear hereon made by hand or computer generation and
845 signed and/or initialed by the party submitting this offer. Licensee's signature below is not an opinion as to the legal
846 validity or meaning of any provisions contained in this form, but merely confirms, to the best of the Licensee's
847 knowledge, no changes have been made to the approved form. **(Check one)**
848

849
850 Licensee assisting Seller Licensee assisting Buyer
851

852
853 **(TO BE COMPLETED BY LICENSEE UPON SELLER'S REJECTION OF OFFER):**
854

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

857 By: _____
858 Licensee assisting Seller
859

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. Copyright January 2012. Last revised 10/11. All previous versions of this document may no longer be valid.