

**2010 Forms Changes Summary**  
*Summary of changes made from 2009 to 2010*

**Addendum**

No change other than copyright year

**Addendum to Listing Contract (new in 2009)**

No change other than copyright year

**Agency Disclosure Addendum**

Changed the name of form subtitle to "(Residential/Vacant Land)".

Capitalization and formatting changes for consistency throughout document and with other forms.

Changed "Agreement" to "Addendum" when referencing the "Disclosed Dual Agency" and "Transaction Broker" forms throughout form for consistency with actual contract name.

Reformatted the "Source of Compensation" paragraph to the following:

**SOURCE OF COMPENSATION.**

Brokerage fees, to include but not limited to broker commissions and other fees shall be paid out of escrow at Closing as follows, unless otherwise described in the terms of the respective agency agreements or other SELLER or BUYER agreements. **SELLER/LANDLORD and BUYER/TENANT understand and agree that Brokers may be compensated by more than one party in the transaction. (Check all applicable boxes):**

- SELLER/LANDLORD and/or,
- BUYER/TENANT

**Amendment**

No change other than copyright year

**Appointment of a Designated Seller's Agent**

No change other than copyright year

**Assumption Addendum**

No change other than copyright year

**Backup Contract Addendum**

Paragraph 1; Changed the word "termination" to "cancellation" and added "or Licensee assisting the BUYER" so the sentence now reads, "...upon SELLERS notification to BUYER or Licensee assisting the BUYER of the prior contract cancellation"

Paragraph 1: Inserted the word "New" so that it now reads "New Effective Date"

Paragraph 1: Removed the word "Deposit" in reference to "Earnest Money"

Paragraph 3: Revised first sentence to; "BUYER may cancel this Contract prior to written notification by SELLER or Licensee assisting SELLER that this Contract is now the Primary Contract."

Paragraph 3: Removed reference to Paragraph 9, so sentence reads "...if any shall be subject to the Earnest Money and Additional Deposits paragraph of the Contract."

NEW Paragraph 4: TIME PERIODS: All time periods in this Contract shall begin on the first calendar date **after** the New Effective Date established when this Contract becomes the Primary Contract.

NEW Paragraph 5: EARNEST MONEY AND ADDITIONAL DEPOSITS: Earnest Money is not required until this Contract becomes the Primary Contract.

Paragraph 6 (Previously Paragraph 4); Inserted the word “New” so that it now reads “New Effective Date”

Paragraph 6 (Previously Paragraph 4); Removed the word “Deposit” in reference to “Earnest Money”

Paragraph 6 (previously Paragraph 4): CLOSING AND POSSESSION: Inserted the word “New” so that it now reads “New Effective Date”

Line 36 – Changed “IS” to “BECOMES” so sentence reads “...THIS DOCUMENT BECOMES PART OF A LEGALLY BINDING CONTRACT.”

### **Buyer’s Estimated Expense Worksheet**

No change other than copyright year

### **Cancellation Agreement; Exclusive Right to Sell or Buyer Agency**

On Signature Lines; Changed to “Broker Signature” and added “Date”

### **Cancellation & Mutual Release Agreement**

No change other than copyright year

### **Change Form – Revision of Listing Agreement / Buyer Agency Agreement**

New form in 2010

### **Cold Weather AC Inspection Waiver**

This form was revised to include pool equipment and sprinkler systems.

### **Contingency for Lead Based Paint**

No change other than copyright year

### **Contingency for the Sale and Closing Addendum**

Capitalization and formatting changes for consistency throughout document and with other forms.

Throughout form Changed to “Earnest Money” rather than “Earnest Deposit”.

Paragraph 1: Added check box for “Dispute Resolute/Mediation Addendum”

Paragraph 3: Removed reference to Paragraph number and changed verbiage to say “Earnest Money and Additional Deposits” so the sentence now reads “...provisions of Earnest Money and Additional Deposits paragraph of the Contract.”

Paragraph 4: Methods for Waiving Contingency: Changed the verbiage regarding the sale and closing of buyer’s property. This paragraph was completely rewritten and instructions revised; “(BUYER must comply with (a) and (b) OR (a) and (c) below.)”

### **Counter Offer Addendum**

In the Uniform Electronic Transaction Act statement above signature lines, added: ...“including email”.

### **Disclosed Dual Agency Amendment**

Capitalization and formatting changes for consistency throughout document and with other forms.

### **Dispute Resolution Clause Addendum**

Changed title to "DISPUTE RESOLUTION/MEDIATION ADDENDUM"

Capitalization and formatting changes for consistency throughout document and with other forms.

### **Dispute Resolution System Brochure**

No change other than copyright year

### **Exclusive Agency Listing Agreement**

No change other than copyright year

### **Exclusive Buyer Agency Contract**

Capitalization and formatting changes for consistency throughout document and with other forms.

The Disclosed Dual Agency Amendment form was previously referenced as an "Amendment". Revised all reference throughout to reflect proper name of form.

Paragraph 8: Changed "compensate" to "receive compensation from" so the sentence now reads "...and receive compensation from other brokers."

In the Uniform Electronic Transaction Act statement above signature lines, added: ..."including email".

### **Exclusive Right to Sell Contract**

Paragraph 1; Due to mandated VOW Policies, omitted language in the last sentence in Paragraph 1(e) and added next text. Paragraph 1(e) now reads in it's entirety:

(e) Disseminate data about the Property and other information relating to the Property supplied by, or on behalf of the SELLER, including creative works depicting the Property, such as virtual tours, images, and any textual descriptions of the Property (collectively referred to as "Content"), to MLS Participants, Subscribers and other licensees or users of the MLS database compilation, or any other MLS in which BROKER participates, and to further disseminate, or permit MLS or other MLS Participants to disseminate such Content to potential purchasers through websites on the Internet. Further, the BROKER is authorized to otherwise advertise the Property in any manner deemed appropriate by the BROKER, including but not limited to advertising on the Internet, virtual tours, web-sites, trade journals and any other medium, and communications via e-mail and facsimile. Notwithstanding any of the above, SELLER reserves the right to opt-out of internet advertising and advertising on other BROKERS' websites by completing a separate "Opt Out" form.

Paragraph 2(g): Added, "Maintain adequate homeowner's property insurance during the term of this Contract or until Possession, whichever is later, and contact their insurance company regarding the adequacy of said insurance."

Paragraph 3(i): Removed "...known by Transaction Broker..." and replaced with "...known by the BROKER..."

Paragraph 11: Changed the word "will" to "may" so the sentence now reads "...defining the coverage of the program may be signed at the time this listing is executed..."

Changed signature line from "Listing Agent" to "LICENSEE ASSISTING SELLER".

Changed reference to "Transaction Broker Amendment" to the correct form name of "Transaction Broker Addendum" throughout form.

Changed reference to "Disclosed Dual Agency Addendum" to the correct form name of "Disclosed Dual Agency Amendment" throughout form.

Capitalization and formatting changes for consistency throughout document and with other forms.

### **Exclusive Right to Sell – Transaction Broker**

*Note; most revisions made to the "Exclusive Right to Sell" form were also made to the "Exclusive Right to Sell-Transaction Broker" form.*

Paragraph 1b: Added the words "including virtual tours and images when applicable," to be consistent with the Exclusive Right to Sell Contract.

Capitalization and formatting changes for consistency throughout document and with other forms.

### **Exercise Purchase Option**

No change other than copyright year

### **Financing Addendum**

Added statement at beginning of form due to new HERA regulations; "**BUYER and SELLER are hereby informed that any changes to the terms below after the Effective Date of the CONTRACT have the potential to delay closing and/or change costs due to federal regulations.**"

Paragraph 3 revised to:

**BUYER IS PRE-APPROVED** (See attached Lender(s) letter(s).): BUYER has submitted information to \_\_\_\_\_ / \_\_\_\_\_ ("Lender(s)") who has checked BUYER'S credit and indicated that BUYER can qualify for a loan(s) in an amount equal to or greater than the Loan(s) contemplated in this Contract, subject to satisfactory appraisal of the Property, sale and closing of the BUYER'S current Property (if applicable), and any other conditions set forth in the attached Lender(s) letter(s). **The pre-approval will specifically state that the Lender(s) has checked BUYER'S credit and 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) if left blank) after the Effective Date of this Contract, BUYER shall complete a written application.

Paragraph 4: The loan commitment minimum standards are spelled out in a,b,c and considerable changes made to this paragraph.

Paragraph 5 Line 119 (previously 96) added "Not to exceed:", sentence now reads "...which the program rules will not permit the **BUYER** to pay, not to exceed:..."

### **Fire Sprinkler System Disclosure (Missouri Only)**

New Form in 2010

### **Inspection Notice**

Changed "Earnest Deposit" to "Earnest Money" throughout form for consistency with other forms.

Paragraph 5 (a): Added the sentence to the end. "Upon release of Earnest Deposit, Licensees assisting in the sale of the Property, Brokers, and Escrow Agent are released from any further obligation with respect to this Contract."

### **Kick-Out Notice/Notice of Backup Contract**

Capitalization and formatting changes for consistency throughout document and with other forms.

### **Kick-Out Notice Response**

Capitalization and formatting changes for consistency throughout document and with other forms.

Paragraph 1: Waiver of Contingency: Changed the verbiage regarding the sale and closing of buyer's property. This paragraph was completely rewritten and the instructions revised; "*(BUYER must comply with (a) and (b) OR (a) and (c) by checking the appropriate boxes.)*" See form for all changes to this paragraph.

### **Lead Based Paint Disclosure Addendum**

No change other than copyright year

### **Lead Based Paint Disclosure Addendum for Landlord/Tenant**

No change other than copyright year

### **Legal Description**

No change other than copyright year

### **Methamphetamine Disclosure (Missouri)**

No change other than copyright year

### **New Homes Allowances Addendum**

No change other than copyright year

### **New Homes Change Order Amendment**

No change other than copyright year

### **New Homes Pricing Calculation Addendum**

No change other than copyright year

### **New Homes Sale Contract**

Capitalization and formatting changes for consistency throughout document and with other forms.

Paragraph 3g: Changed "Cash, Certified or Cashier's Check to "CERTIFIED FUNDS" to be consistent with other forms.

Paragraph. 4: Added the words "or availability" after disbursement so the sentence now reads, "...disbursement or availability of SELLER'S proceeds."

Paragraph 6, Signature Lines: Changed "Buyer #1" and "Buyer #2" to "Signature of Buyer" on both lines.

Paragraph 7, Addenda: Added " Checkbox" for "Fire Sprinkler System Disclosure (Missouri only)" – New Mandatory Disclosure for Missouri for new construction.

Paragraph 7: Removed second heading "ADDENDA/CONTENGENCIES:" so there is just one heading in this paragraph. Changed the order of the list of supplemental documents.

Paragraph 8(c); Referenced the name of paragraph 6 in the form rather than the paragraph number.

Paragraph 8d: Added " Residential" before Building Code Requirements, so sentence now reads, "...to meet applicable local residential building code requirements."

Paragraph 33: Added at the end of the last paragraph to be consistent with all other forms, "TIME IS OF THE ESSENCE IN THIS CONTRACT"

Paragraph 33(b)(ii): Added "as provided in this Contract".

Paragraph 40: Added sentence "Homeowner's Association transfer/initiation/set-up fee in the amount of \$\_\_\_\_\_."

Line 503 (previously Line 490): Removed BUYER'S ahead of Closing Agent to be consistent with the Residential Sale Contract.

Line 523 (previously Line 511): Changed "Listing Licensee" and "Selling Licensee" to "Licensee assisting Seller" and "Licensee assisting Buyer".

Line 532: Added the explanation that explains who completes the effective date: "(Effective Date to be completed by Licensee assisting the last party signing this Contract.)"

### **New Homes Warranty & Service Programs Addendum**

No change other than copyright year

### **Non-Exclusive Buyer Agency Contract**

Capitalization and formatting changes for consistency throughout document and with other forms.

Paragraph 2: Added "Type" before boxes & titles to be consistent with Exclusive Buyer Agency form.

Paragraph 2: Added "Other" and Checkbox with line to be consistent with Exclusive Buyer Agency form.

Paragraph 5d: Added "or not" so the sentence now reads, "...to and from the client regardless of whether the client is a party to a purchase or not.

Paragraph 13: Removed "provided, however, BROKER may make offers of subagency ..." so the sentence now reads , " BUYER and BROKER understand and agree that the relationship created by this Contract is a personal one and that neither BUYER nor BROKER shall have the right to assign this Contract to third parties."

### **Notice to Exercise Purchase Option**

No change other than copyright year

### **Occupancy After Closing Amendment**

No change other than copyright year

### **Occupancy Prior to Closing Amendment**

No change other than copyright year

### **Option to Purchase Addendum/Amendment**

No change other than copyright year

### **Owner Finance Addendum**

No change other than copyright year

### **Residential Lease**

New form in 2010

## **Residential Real Estate Sale Contract**

Capitalization and formatting changes for consistency throughout document and with other forms.

Changed reference of "Earnest Deposit" to "Earnest Money" throughout form for consistency.

Added this section at the beginning of the form:

- 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.

Paragraph 1; Completely reworked and restated what items are included in the sale of the property and when the sale contract or seller's disclosure govern what items stay or go with the property. The paragraph in section 1 now reads:

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 the following, if any:

Paragraph 1; Changed the superseding language in the following:

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

**b. Exclusions.** The following items, if any, supersede the Seller's Disclosure and the list above, are not considered to be a part of the **Property** and are not included in the sale:

Paragraph 1; Line 42 (previously Line 32) Changed "affixed" to "attached" and also added "(which seller agrees to own free and clear) so the sentence now reads, "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, ..."

Paragraph 3: Added another document option, "Dispute Resolution/Mediation Addendum".

Paragraph 4: Changed reference to "paragraph #" to "Earnest Money and Additional Deposits paragraph".

Paragraph 15: ENTIRE AGREEMENT AND MANNER OF MODIFICATIONS now reads "This Contract and all attachments constitute the complete agreement of the parties concerning the Property, supersede all previous agreements, and may be modified or assigned only by a written agreement signed by all parties."

In the Uniform Electronic Transaction Act statement above signature lines, added: ... "including email".

## **Residential Septic System Addendum**

Capitalization and formatting changes for consistency throughout document and with other forms.

## **Resolution of Unacceptable Conditions Addendum**

Capitalization and formatting changes for consistency throughout document and with other forms.

## **Seller's Disclosure Addendum - Residential**

Capitalization and formatting changes for consistency throughout document and with other forms.

Paragraph 1: Added "NOTICE TO SELLER. Be as complete and accurate as possible when answering the questions in this disclosure. Attach additional sheets if space is insufficient for all applicable comments".

Paragraph 4: In explanation section added "(except h)", so it now reads, "If any of the answers in this section are "Yes" (except h), explain in detail (attach other documentation):"

In all the explanation sections: made them consistent so they now read: "If any of the answers in this section are "Yes", explain in detail (attach all warranty information and other documentation):"

Paragraph 4j, 9m, 13d, 13e and 15p: Added "N/A" Checkboxes.

Paragraph 4, 12, 13 & 15: Added, "ARE YOU AWARE OF" Reworded items in sections to flow correctly.

Paragraph 10e – If "Yes", only pertains to that section, removed the verbiage about the section.

Paragraph 13: Added "(except c and e)" in the explanation section.

Paragraph 17, Line 292 (previously Line 285): , Remove sentence "Please note the age of any appliances replaced in the last 5 years?"

Paragraph 17, Line 330 (previously Line 322) changed from "their agent" to "Licensee assisting SELLER" sentence now reads, "SELLER hereby authorizes the Licensee assisting SELLER to provide this information."

Paragraph 17: Reworked the entire paragraph regarding superseding language and items that remain and do not remain with the property. The paragraph now reads:

The Residential Real Estate Sale Contract, including this paragraph of the residential 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" in Subparagraphs 1a and 1b of the Contract supersede the Seller's Disclosure and the printed list in Paragraph 1 of the Contract. If there are no "Additional Inclusions" or "Exclusions" listed, the Seller's Disclosure and the printed list govern what is or is not included in this sale. If there are differences between the Seller's Disclosure and the Paragraph 1 list, the Seller's Disclosure governs. Unless modified by the Seller's Disclosure and/or the "Additional Inclusions" and/or the "Exclusions" in Paragraph 1a and/or 1b, 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 Property are expected to remain with Property.

Paragraph 17: In the "OS" "EX" Section: Added " \_\_owned \_\_leased" in reference to "Propane Tank"

## **Seller's Disclosure Addendum for Condos**

Capitalization and formatting changes for consistency throughout document and with other forms.

Changed title: SELLER'S DISCLOSURE AND CONDITION OF PROPERTY ADDENDUM  
(Condominiums)

Paragraph 1: Changed "Seller's Instructions" to "NOTICE TO SELLER" and added "Be as complete and accurate as possible when answering the questions in the disclosure. Attach additional sheets if space is insufficient for all applicable comments."

Paragraph 6d: Added "current" to the warranty section so it now reads, "Any current warranty, bait stations or other treatment..."

Paragraph 7c: Added "or bracing" so it now reads, "Any piercing or bracing to support the Property structure?"

Paragraphs 13 & 16: Added "ARE YOU AWARE OF:" changed the wording of the sentences to flow correctly.

Paragraph 16q: Added "or other claims pertaining to the Property" so the sentence now reads, "Having made any insurance or other claims pertaining to the Property in the past 5 years?"

Paragraph 18 Line 281 (previously Line 264) Remove sentence "Please note the age of any appliances replaced in the last 5 years?"

Paragraph 18: Reworked the entire paragraph regarding superseding language and items that remain and do not remain with the property. The paragraph now reads:

The Residential Real Estate Sale Contract, including this paragraph of the residential 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" in Subparagraphs 1a and 1b of the Contract supersede the Seller's Disclosure and the printed list in Paragraph 1 of the Contract. If there are no "Additional Inclusions" or "Exclusions" listed, the Seller's Disclosure and the printed list govern what is or is not included in this sale. If there are differences between the Seller's Disclosure and the Paragraph 1 list, the Seller's Disclosure governs. Unless modified by the Seller's Disclosure and/or the "Additional Inclusions" and/or the "Exclusions" in Paragraph 1a and/or 1b, 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 Property are expected to remain with Property.

Paragraph 18: In the "OS" "EX" Section: Added " \_\_owned \_\_leased" in reference to "Propane Tank"

### **Seller's Disclosure Addendum for Land**

Capitalization and formatting changes for consistency throughout document and with other forms.

New Paragraph 1: Added

1. NOTICE TO SELLER.

Be as complete and accurate as possible when answering the questions in this disclosure. Attach additional sheets if space is insufficient for all applicable comments. SELLER agrees to disclose to BUYER all material defects, conditions and facts KNOWN TO SELLER which may materially affect the value of the Property. This disclosure statement is designed to assist SELLER in making these disclosures. Licensee(s), prospective buyers and buyers will rely on this information."

New Paragraph 2: Added

2. NOTICE TO BUYER.

This is a disclosure of SELLER'S knowledge of the Property as of the date signed by SELLER and is not a substitute for any inspections or warranties that BUYER may wish to obtain. It is not a warranty of any kind by SELLER or a warranty or representation by the Broker(s) or their licensees.

Paragraph 7 (previously 5): Removed the Box from Additional Leasehold and changed it to a (c), added YES and NO boxes and a "If "Yes", explain" lines.

Paragraphs 8 & 9 (previously 6 & 7) Added "(unless superseded by local, state or federal laws).

Paragraph 11, (previously Paragraph 9), Government Programs, removed questions that asked of the Buyer and restructured the questions and paragraphs for the Seller.

In paragraph explanations', cleaned up to be consistent throughout form

### **Seller's Estimated Proceeds Worksheet**

No change other than copyright year

### **Seller's Permission to Show & Commission Contract**

Capitalization and formatting changes for consistency throughout document and with other forms.

Paragraph 3: Changed "Agent" to "Licensee assisting" so sentence now reads, "SELLER TO A LICENSEE ACTING AS A LICENSEE ASSISTING THE BUYER WILL BE..."

New Paragraph 6b: Added:

Other compensation: \_\_\_\_\_. SELLER authorizes the party handling the Closing to pay the Commission and Other Compensation to BROKER from SELLER'S proceeds at the Closing. SELLER understands and agrees BROKER may be compensated by more than one party in the transaction.

Paragraph 7 (previously 6c & 6d): SELLER AGREES: (same information as on previous form)

Paragraph 8 is now "ADDITIONAL TERMS AND CONDITIONS:"

### **Short Sale Addendum to Sale Contract**

This form was updated and released in February 2009; no significant changes have been made since February 2009. Some minor changes made for consistency with other forms.

### **Short Sale Listing Addendum**

No change other than copyright year

### **Special Assessment Disclosure for Builder**

No change other than copyright year

### **Special Assessment Disclosure for Seller**

No change other than copyright year

### **Transaction Broker Amendment for Designated Agent**

Capitalization and formatting changes for consistency throughout document and with other forms.

### **Transaction Broker Amendment for Single Family**

Capitalization and formatting changes for consistency throughout document and with other forms.

### **Understanding Short Sales**

Paragraph 5: Added "by continuing to show for "back-up" offers," so the sentence now reads, "...on the market by continuing to show for "back-up" offers, even after the Seller and the Buyer have agreed to the terms of a proposed purchase contract."

## Vacant Land Real Estate Contract

Capitalization and formatting changes for consistency throughout document and with other forms.

Changed reference to "Earnest Deposits" to "Earnest Money" throughout form to be consistent with other forms.

Paragraph 4a, 4b,, removed reference to Paragraph 9 (previously paragraph 8), changed verbiage to paragraph title "Earnest Money and Additional Deposits"

Paragraph 7: Added the following:

- (Check if applicable) THE BUYER SHALL PAY SELLER FOR THE AMOUNT OF FUEL LEFT IN TANK AT CLOSING. SELLER SHALL HAVE TANK READ PRIOR TO CLOSING AND PROVIDE DOCUMENTATION.

Paragraph 14: Reworked the paragraph so that it now reads as follows:

14. ENTIRE AGREEMENT AND MANNER OF MODIFICATIONS. This Contract and all attachments constitute the complete agreement of the parties concerning the Property, supersede all previous agreements, and may be modified or assigned only by a written agreement signed by all parties.

New Paragraph 16: Added paragraph regarding Government Programs

**16. GOVERNMENT PROGRAMS.** Buyer acknowledges the possibility of government farm programs on this property, or that programs could be obtained, and Buyer accepts the responsibility for researching said programs. Buyer is not relying on any other representations regarding accessing government programs.

- Buyer acknowledges and agrees to execute necessary documentation to continue government farm program subsequent to closing.
- Buyer does not intend to participate in any existing government farm program.

Paragraph 17 – Environmental Pollutants (previously Paragraph 16 RADON, MICROBIALS AND OTHER ENVIRONMENTAL POLLUTANTS); Removed entire first paragraph, so the paragraph now reads "...BUYER has the opportunity to become informed, about environmental pollutants and the potential health risks of environmental pollutants. The SELLER and Licensee assisting the SELLER and/or the BUYER do not claim or possess any special expertise..."

Paragraph 18: Inspections and Due Diligence: (previously paragraph 17) Deleted last sentence to be consistent with residential contract. "BUYER acknowledges acceptance of the Property without condition or qualification once the Contract has closed."