

KCRAR 2012 Forms

Summary of Form Changes from 2011 to 2012

Addendum

No change other than copyright year

Addendum to Listing Contract

No change other than copyright year

Additional Disclosures Including Those Mandated by State or Federal Law

This is a new form for 2012.

Agency Disclosure Addendum

Form Deleted from 2012 KCRAR Forms Library; the Agency Disclosure text was added to all three KCRAR sale contracts.

Amendment

No change other than copyright year

Appointment of a Designated Seller's Agent

No change other than copyright year

Assumption Addendum

1. On Line 98-99; minor change referencing the paragraph name, "Earnest Money and Additional Deposits" paragraph in the Sale Contract rather than referencing the paragraph number in the Sale Contract.

Backup Contract Addendum

1. In paragraph 1 & 2: Changed the verbiage from "prior contract" to "Primary Contract".
2. Paragraph 6: Added the verbiage "(30 days if left blank) after the number of days for closing and possession to be consistent with the Residential Sales Contract.

Buyer's Estimated Expense Worksheet

1. Line 45 – Changed reference from line "35" to line "36" and from "43" to "44" due to line shift.

Cancellation Agreement; Exclusive Right to Sell or Buyer Agency

1. Changed the name of the form to "Cancellation Agreement: Listing Contract/Buyer Agency Contract".

Cancellation & Mutual Release Agreement

No change other than copyright year

Cold Weather AC Inspection Waiver

No change other than copyright year

Contingency for Lead Based Paint

No change other than copyright year

Contingency for the Sale and Closing Addendum

No change other than copyright year

Counter Offer Addendum

1. At the beginning of the form, above the Seller/Buyer/Property blank lines, the following text was added:
"THIS CONTRACT WILL NOT BE EFFECTIVE UNTIL THE BROKER RELATIONSHIP DISCLOSURE PARAGRAPH OF THE CONTRACT HAS BEEN SIGNED BY ALL PARTIES; SELLER COMPLETES AND BUYER AND SELLER HAVE SIGNED A SELLER'S DISCLOSURE AND CONDITION OF PROPERTY ADDENDUM AND, IF APPLICABLE, A LEAD BASED PAINT DISCLOSURE ADDENDUM FOR THE PROPERTY."
2. In Paragraph #1: Removed the Financing Addendum and Agency Disclosure Addendum checkbox options.
3. Line 48 & 93: Changed the format of the time blanks to be consistent with the Sale contracts. The format is now: "at _____ o'clock _____. m."

Disclosed Dual Agency Amendment

No change other than copyright year

Dispute Resolution Clause Addendum

No change other than copyright year

Dispute Resolution System Brochure

Exclusive Agency Listing Agreement

No change other than copyright year

Exclusive Buyer Agency Contract

No change other than copyright year

Exclusive Right to Sell Contract

1. Paragraph 3(h); Changed "Missouri" to "applicable" so the text now reads "necessary under applicable law".
2. Line # 177 After the semicolon, added "disclosing to the Buyer:"
3. Line 255: Added "then" after "supervising broker" to distinguish between the next verbiage of "supervising broker"

Exclusive Right to Sell – Transaction Broker

1. Changes made to the Exclusive Right to Sell Contract were made to the ERS-Transaction Broker also.

Exercise Purchase Option

No change other than copyright year

Financing Addendum

This form was deleted from the 2012 KCRAR Forms Library; the Financing text was added to all three sale contracts.

Fire Sprinkler System Disclosure Form

This form was deleted from the 2012 KCRAR Forms Library; the Fire Sprinkler Disclosure text was added to the New Homes Sale Contract.

Inspection Notice

1. Changed Line 8: verbiage is now "is required per the Inspections paragraph of the Contract." to remove reference to paragraph number.

Kick-Out Notice/Notice of Backup Contract

No change other than copyright year

Kick-Out Notice Response

No change other than copyright year

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

1. "Due to incorporating the Financing Addendum text into the form, several new paragraphs have been added relating to financing, terms, loan applications and approvals.
2. **CLOSING, POSSESSION AND DISBURSEMENT OF PROCEEDS** Paragraph: incorporated the CLOSING Paragraph of the resale contract into the New Homes Contract by adding the following text:

"On or before _____ ("Closing Date") SELLER shall execute and deliver into escrow with the title company(s) or other closing agent(s), a general warranty deed (or special warranty deed or fiduciary deed, if SELLER is a corporation, association, financial institution or fiduciary) and all other documents and funds necessary to satisfy SELLER'S obligations under this Contract. On or before the Closing Date, BUYER shall execute and deliver into escrow with the title company(s) or other closing agent(s), all documents (including note(s), mortgage(s)/deed(s) of trust, and any other documents required by BUYER'S lender, if BUYER is obtaining financing) and funds (including loan proceeds, if BUYER is obtaining financing) necessary to satisfy BUYER'S obligations under this Contract. **SELLER AND BUYER ACKNOWLEDGE ALL FUNDS REQUIRED FOR CLOSING MUST BE IN THE FORM OF CASHIER'S CHECK, WIRE TRANSFER OR OTHER CERTIFIED FUNDS.** When all documents and funds have been executed and delivered into escrow with the title company(s) or other closing agent(s), the closing shall be completed."
3. **ADDENDA/ENTIRE CONTRACT** Paragraph: Removed checkbox and Fire Sprinkler System Disclosure (MO only)
4. "CONSTRUCTION OF HOME" Paragraph 11(d): Incorporated the Fire Sprinkler information into the New Homes Contract with checkboxes.

5. Created new paragraph (paragraph #12)- "INSPECTIONS" added the verbiage "This inspection must be completed and written reports delivered prior to final walk through inspection".
6. Created new paragraph – "BROKERAGE RELATIONSHIP DISCLOSURE" inserting language regarding the Agency Disclosure.
7. Renamed the "REQUIRED DISCLOSURES" paragraph as has been done in the Residential Sale Contract; renamed it "CRIMINAL OFFENDERS".
8. Paragraphs "DEFAULTS & REMEDIES AND SUBSURFACE and CONDITIONS/SITE PREPARATION", Changed the verbiage "...subject to the provisions of Paragraph 28 of this Contract", to "...subject to the provisions of the Earnest Money and Additional Deposits paragraph of this Contract" to be consistent with other contracts, eliminating the reference to paragraph numbers.
9. Removed "DEFINITIONS" Paragraph by incorporating the definitions throughout Contract to be consistent with the Residential Sale Contract. Paragraph 2: Added (the Property) and (the Home) as definitions of the Property.

New Homes Warranty & Service Programs Addendum

No change other than copyright year

Non-Exclusive Buyer Agency Contract

No change other than copyright year

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

1. Added paragraph 8: "Additional Terms & Conditions" with lines.

Option to Purchase Addendum/Amendment

No change other than copyright year

Owner Finance Addendum

1. Deleted paragraph 7 "Appraised Value Contingency"

Residential Lease

1. Paragraph 15, line 180 changed the verbiage from "general liability" insurance coverage, to "Tenant/Renters" insurance coverage.
2. Paragraph 29, Added the verbiage from the Residential Real Estate Contract referring to the explanation/description of agency types.
3. On page 7 changed the signature lines to have the Landlord on the left side and the tenant on the right side, in the first section.

Residential Real Estate Sale Contract

The Residential Real Estate Contract has undergone major changes this year.

1. All large paragraphs broken out into separate thoughts throughout the entire contract.
2. Wording Changes – "shall" changed to "must" or "will" as appropriate
3. Changes
 - "Legal Description" paragraph 1 line 25 expanded space for Legal Description. Removed "see attached Legal Description"
 - Line 48: Added "Audio/Visual mounting brackets"
 - 1a & 1b expanded space for Inclusions/Exclusions

- Moved Paragraph “Additional Terms & Conditions” to 1c.
- Home Warranty Paragraph moved to 1d.
- “Addenda” Paragraph 2 Line 110 change from “see Financing Addendum” to “see Paragraph Financing Terms”
- Disclosures from 2010 (paragraph 4) has been split into 2a & 2b. Criminal Offenders language is now new paragraph 16
- “Addenda” Paragraph 2b Line 126 – added “Seller understands the law requires disclosure of any material defect(s) in the property”
- “Addenda” Paragraph 2c Line 131 – changed “can” to “may”
- Entire Agreement & Manner of Modifications/Parties/Notices/Electronic Transaction now part of Paragraph 2.
- “Purchase Price” Paragraph 3b Line 178 added “personal check” and “other” boxes
- “Purchase Price” Paragraph 3c Line 186 removed “See Financing Addendum” and added “Zero if Cash Sale”
- TOTAL ADDITIONAL SELLER EXPENSES:
Removed Bullets #2 (Costs Not Payable by BUYER) and # 4 (Lender(s) approved down payment assistance costs)
- “Appraised Value Contingency” Paragraph 4 Lines 223-243 – combined “Appraised Value Paragraph for Cash Sale & Appraised Value Paragraph from the Financing Addendum into one paragraph and reworded accordingly.
- Appraised Value Contingency” Paragraph 4 Lines 223-243 – now standard language that a **CASH BUYER** has a right to conduct an appraisal during inspection period unless otherwise specified
- “Financing Term” Paragraph 6 Line 251 - 256 – Buyer MUST declare whether it’s a Cash or Financed Sale
- “Financing Term” Paragraph 6 Lines 258-265 new language added if Financing Terms change
- “Financing Term” Paragraph 6d Line 332-333 added “Buyer’s Lender. In either case,”
- “Financing Term” Paragraph 6e Line 335 - “Lender” added
- “Closing & Possession” Paragraph 7 Lines 365 & 366 – reworded possession date definition
- “Financing Terms” – All FHA/VA Amendatory Clause language removed from the contract. It was not the correct text and if a FHA/VA loan is used the lender provides the Amendment.
- Broke out “Utilities” “Maintenance of Property” “Casualty Loss” into separate paragraphs (8, 9, & 10) – starting on line 374
- “Utilities” Paragraph 8 – Checkboxes removed and restated indicating Buyer to pay the seller for fuel left in the fuel tank.
- “Maintenance of Property” Paragraph 9 Line 380 – bolded & underlined first sentence
- “Maintenance of Property” Paragraph 9 Line 385 – added “in writing”
- “Casualty Loss” Paragraph 10b. – Line 418 added “furnish buyer with a copy of the insurance assessment and”
- “Survey” Paragraph 11 line 425-426 added “no later than _____ calendar days (10 days if left blank) prior to the Closing Date” and removed “before closing date” Line 435 added “Within 2 calendar days of BUYER’S receipt of Survey” and removed “before closing date”
- “Survey” Paragraph 11b Line 444 – added “Buyer’s Earnest Money shall be subject to the provisions of the Earnest Money and Additional Deposits paragraph for the contract”
- “Inspections” Paragraph 12 Line 455 – changed to “and in the Mandatory Disclosures As Mandated by State or Federal Law”
- Broke out “Inspections” Paragraphs A – E for ease of reading
- “Inspections” Paragraph 13C Line 467 bolded
- “Inspections” Paragraph 13f Lines 495-510 broken out for ease of reading

- “Defaults & Remedies – rearranged for ease of reading
- “Criminal Offenders” Paragraph 16 Line 639 – New title, was in paragraph titled “Disclosures”
- “Brokerage Relationship Disclosure” Line 675 added verbiage “if applicable” in reference to a Transaction Broker and a SELLER/BUYER agreeing to signing a Transaction Broker Agreement.
- “Brokerage Relationship Disclosure” Paragraph 17 line 693 changed from “(Check applicable)” to “Brokers are compensated from:”
- “Taxes, Prorations, & Special Assessments” Paragraph 19 – removed from the end of the paragraph “See Utilities paragraph for information related to fuel tank and amount of fuel left in the tank at Closing.” There is a separate paragraph for this in “Utilities” Paragraph 8
- “Evidence of Title” Paragraph 20 rearranged for ease of reading
- “Evidence of Title” Paragraph 20 Line 770 Bolded “SELLER agrees to deliver to BUYER”
- “Evidence of Title” Paragraph 20 Line 773 Bolded “SELLER agrees to provide and pay for an owner’s title insurance policy in the amount of the Purchase Price”

Residential Septic System Addendum

No change other than copyright year

Resolution of Unacceptable Conditions Addendum

1. Paragraph 3: Deleted the old letter “I” that stated “SELLER agrees to credit/pay BUYER \$_____ at Closing.”
2. Paragraph 3bii changed to NEW Paragraph 3b1: verbiage changed to: “SELLER agrees to pay additional BUYER’S allowable closing costs and/or prepaid expenses, as permitted by BUYER’S Lender of \$_____ plus, if any previous closing cost, for a total closing” cost(s) and/or prepaid expense(s) of \$_____. If the allowable,”

Seller’s Disclosure Addendum – Residential

1. Paragraph 4, “Land (xxxx) Are You Aware Of:” added the following verbiage:

(m) Any oil/gas leases, mineral, or water rights tied to the property? Yes No

Seller’s Disclosure Addendum for Condos

No change other than copyright year

Seller’s Disclosure Addendum for Land

No change other than copyright year

Seller’s Estimated Proceeds Worksheet

No change other than copyright year

Seller’s Permission to Show & Commission Contract

No change other than copyright year

Short Fall/Short Sale Addendum to Sale Contract

1. Paragraph 1; Changed title to “**SELLER TO BRING FUNDS TO CLOSING “SHORT FALL”**”.

Short Sale Listing Addendum

1. Paragraph 1: Changed the verbiage to define Shortfall/Short Sale:

“**Shortfall/Short Sale Listing.** Accordingly, in order to sell the Property, Seller may choose to (1) deposit his/her own funds into escrow (Shortfall Sale) **or** (2) obtain the agreement of secured Lien

Holder(s) to accept, as payment in full, less money than they are owed (Short Sale). Seller acknowledges that as a consequence of this choice, the Lien Holder(s) may require him/her to pay back some or all of the shortage after the sale is complete. Broker has advised Seller.....”

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

No change other than copyright year

Transaction Broker Amendment for Single Family

No change other than copyright year

Vacant Land Real Estate Contract

1. Added Checkbox “Bank-Owned Property” Paragraph to be consistent with the Residential Sale Contract.
2. In the “DISCLOSURES” Paragraph, added verbiage stating that the Contract is not effective **“UNTIL THE BROKERAGE DISCLOSURE PARAGRAPH HAS BEEN SIGNED BY ALL PARTIES;”**
3. ADDENDA/CONTINGENCIES Paragraph: removed for Agency Disclosure Addendum and Financing Addendum options and checkboxes.
4. “PURCHASE PRICE” Paragraph. Beginning at this paragraph, due to the addition of the Financing Addendum, several new paragraphs have been added relating to financing, terms, loan applications and approvals.
5. Created new Paragraph “FUEL TANK(S).” Adding the same text and changes made to the Sale Contract regarding propane in tank. “The buyer shall pay seller for the amount of fuel left in tank at closing based upon seller’s actual cost at time of purchase. Seller shall have tank read prior to closing and provide documentation. Seller shall have tank read no earlier than 7 days and no later than 3 days prior to closing.”
6. Created new Paragraph “BROKERAGE RELATIONSHIP DISCLOSURE” Adding the verbiage from the Agency Disclosure Addendum.

Understanding Short Sales

No change other than copyright year