2018 KCRAR Residential Form Changes
Summary of Changes Made to the 2018 KCRAR Forms

Addendum
1. Added Tenant and Landlord to signature line labels at the end of the form.

Addendum to Listing Contract

Additional Disclosures Including Those Mandated by State or Federal Law

Amendment
1. Added Tenant and Landlord to signature line labels at the end of the form.

Appointment of a Designated Seller's Agent

Assumption Addendum

Backup Contract Addendum

Buyer's Estimated Expense Worksheet
1. Updated the form to accommodate a cash sale transaction. Blank lines for amounts in a cash sale are in bold type.

2. Changed the Kansas Mortgage Tax Rate to the 2018 rate of $0.50 per thousand.

Cancellation Agreement; Listing Contract/Buyer Agency

Cancellation & Mutual Release Agreement

Change Form Revision of Listing Agreement/Buyer Agency Agreement

Cold Weather AC Inspection Waiver

Contingency for Lead Based Paint

Contingency for the Sale and Closing Addendum

Counter Offer Addendum
1. In Paragraph 2, moved “The Purchase Price for the Property is:_______” a few lines lower, under the checkboxes.
2. In Paragraph 4, Closing and Possession; reworked the paragraph and separated the closing date from the possession date and modified the text for clarity.

3. Changed spacing in Paragraph 5, 6, and 7 for more room for names of addendums.

**Cyber Protection Notice**

This is a new optional form to alert both buyers and sellers to be aware of cyber fraud when wiring funds.

**Disclosed Dual Agency Amendment**

**Dispute Resolution System Brochure**

**Exclusive Agency Listing Agreement**

1. Lines 6-7; added “(or date of last signature, whichever is later)”

**Exclusive Buyer Agency Contract**

1. Paragraph 3; added “(or date of last signature, whichever is later)”

2. Brokerage Relationships Confirmation, Paragraph 8; removed option “Buyer consents to Subagency” from the list of relationship choices. *While subagency is legal, someone would not submit to subagency via a Buyer Agency Agreement.*

3. Added Cyber Protection statement after Paragraph 15.

**Exclusive Right to Sell Contract**

1. Lines 7-8; added “(or date of last signature, whichever is later)”


**Exclusive Right to Sell – Transaction Broker**

1. Added Cyber Protection statement after Paragraph 12.

**In Its Present Condition**

1. Moved the following text from the beginning of the form down below option #3: “It is understood by all parties that the sale of the Property in its present condition does not relieve the SELLER of the obligation to disclose all material facts of which SELLER has knowledge relating to the condition of the Property.”

2. Added the following new text to the end of the form, above signature lines: “SELLER understands and agrees that the Property will be delivered to the BUYER in the same condition and state of repair as at the time of agreement and SELLER is still responsible to care for the Property through the Possession Date as outlined in the Condition, Maintenance and Inspections of the Property section of the Residential Real Estate Sale Contract.”
**Inspection Notice**

1. Added the following text to Paragraph #1; “Property will be delivered to the BUYER in the same condition and state of repair as at the time of agreement and SELLER is still responsible to care for the Property through the Possession Date as outlined in the Condition, Maintenance and Inspections of the Property section of the Residential Real Estate Sale Contract.”

2. Reworded acknowledgement statement and signature line at the bottom of the form when delivery of Notice is by person.

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

1. Line 8; changed “hours” to “days” to be consistent with the *Contingency for Sale and / or Closing of Buyer’s Property Addendum* form.

**Kick-Out Notice Response**

**Land Real Estate Contract**

1. Lines 1-2; reworded the text prompting for marital status and insertion of name of Seller.


3. Paragraph 24, Expiration; added “(five (5) days if left blank)”.

**Lead Based Paint Disclosure Addendum**

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

**Legal Description**

**Methamphetamine Disclosure (Missouri)**

**Multifamily Property Disclosure Rider**

This is a new form for use as a rider to the Residential Seller’s Disclosure Addendum allowing the Seller to better disclose condition and attributes of each unit in multifamily properties.

**New Homes Allowances Addendum**

**New Homes Change Order Amendment**

**New Homes Pricing Calculation Addendum**

**New Homes Sale Contract**

1. Lines 1-2; reworded the text prompting for marital status and insertion of name of Seller.
2. Paragraph 3; Revision to the text above the checkboxes for clarity. Eliminated some confusing and redundant text.


3. Replaced the text at the end of Paragraph 14 with the following; “Notwithstanding anything in this Warranty and Service Programs section to the contrary, nothing herein will be construed to limit or disclaim any warranty that, under applicable state law, cannot be lawfully limited or disclaimed.”

4. Paragraph 45, Expiration; added “(five (5) days if left blank)”.

Non-Exclusive Buyer Agency Contract

1. Paragraph 3, Term of Agreement; added “(or date of last signature, whichever is later)”

Notice to Exercise Purchase Option

Occupancy After Closing Amendment

Occupancy Prior to Closing Amendment

Option to Purchase Addendum/Amendment

Owner Finance Addendum

Pet Addendum

Real Estate Rental Listing Agreement

1. Added a new Paragraph 16 for Additional Terms and Conditions with blank lines.

Residential Real Estate Sale Contract

1. Lines 1-2; reworded the text prompting for marital status and insertion of name of Seller.

2. Added Cyber Protection statement at the end of Paragraph 3.

3. Paragraph 8, Financial Terms; Added “Any other changes must be communicated to SELLER in writing and include a pre-approval letter.”

4. Paragraph 15, Dispute Resolution; revised the paragraph to: 1) clarify that mediation is between two parties, not all parties/all licensees; 2) changed reference of the process from ‘mediation’ to ‘dispute resolution’; and 3) added the following text regarding payment for service: “Each party agrees to pay their equal share of any cost to use the services of a professional mediator, unless otherwise agreed to by the parties.”

5. Paragraph 24, Expiration; added “(five (5) days if left blank)”.

Residential Septic System Addendum
Resolution of Unacceptable Conditions Addendum

Seller’s Disclosure Addendum – Residential

1. Paragraph 9 (l); added PVC and Pex to the options for plumbing material.
2. Paragraph 16; added space for name of trash service and added two “Other” lines.
3. Paragraph 17; added ‘Shed’ and ‘Playset’ to the list of items.

Seller’s Disclosure Addendum for Condos

1. Paragraph 14 (e); added "The amount of reserves for capital expenditures are $_________
   as of __________, and $_________ of the reserves has been allocated by the Association
   for specific projects."

Seller’s Disclosure Addendum for Land

1. Page 4 did not have a box for the Buyer to initial. Seller’s signature moved to the next page
   and added boxes for Buyer’s and Seller’s initials on page 4.

Seller’s Disclosure Pool – Spa Rider

This is a new Seller’s Disclosure Rider for properties that have a swimming pool or hot tub/spa.

Seller’s Estimated Proceeds Worksheet

Seller’s Permission to Show & Commission Contract

Short Fall/Short Sale Addendum to Sale Contract

Short Sale Listing Addendum

Special Assessment Disclosure for Seller

Transaction Broker Amendment (Designated Agent)

1. Line 66 previously was labeled “Broker”; changed label to “Brokerage” to prompt for name of
   Firm.

Transaction Broker Amendment (Non-Designated Agent)

1. Line 64 previously was labeled “Broker”; changed label to “Brokerage” to prompt for name of
   Firm.

Understanding Short Sales

Understanding TILA-RESPA Integrated Disclosures (TRID)