

Summary of Changes to the 2022 KCRAR Residential Forms

Addendum

Addendum to Listing Contract

Additional Disclosures Including Those Mandated by State or Federal Law

Amendment

Appointment of a Designated Seller's Agent

Assumption Addendum

Backup Contract Addendum

Minor spacing/formatting change on lines 13-14.

Buyer's Estimated Expense Worksheet

Section B; renamed the section title and separated Appraisal from Credit Report.

Section C; renamed the section title and added "Title" to Escrow Closing Fee.

Part E; add two additional lines for Other Costs.

Updated the line numbers to include to include in the calculation for Total Costs and for Total Estimated Amount Due From Buyer.

Cancellation Agreement; Listing Contract/Buyer Agency

Cancellation & Mutual Release Agreement

Line 35; added a checkbox option for "Other Terms and Conditions" with two blank lines for text entry.

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

Cyber Protection Notice

Disclosed Dual Agency Amendment

Dispute Resolution System Brochure

Exclusive Agency Listing Agreement

Exclusive Buyer Agency Contract

Line 220; changed “sales agents” to “licensees”.

Exclusive Right to Sell Contract

Lines 21-24; due to MLS rule change, section 7.3, revised text to “Should SELLER agree to a showing prior to the MLS active date...”

Line 82; replaced “his agents” with “their licensees”

Line 94; the word property was changed from all caps to mixed cased.

Line 159 and 164; removed the word “statement” following Seller’s Disclosure.

Paragraph 11C-Compensation; added a default of 90 days after the date field.

Lines 328-330; changed “home protection plan” to “home warranty plan” and removed capitalization.

The Designated Agent box at the end of the form; punctuation revision.

Exclusive Right to Sell – Transaction Broker

Lines 21-24; due to MLS rule change, section 7.3, revised text to “Should SELLER agree to a showing prior to the MLS active date...”

Line 83; replaced “his agents” with “their licensees”

Line 95; the word property was changed from all caps to mixed cased.

Line 179 and 184; removed the word “statement” following Seller’s Disclosure.

Paragraph 11C-Compensation; added a default of 90 days after the date field.

Lines 334-336; changed “home protection plan” to “home warranty plan” and removed capitalization.

In Its Present Condition

Considerable changes made to this form. Removed the previous option #1 since that option is already covered in the base contract. What was previously option #2 is now option #1 and revisions made to option #2 and option #3 to clarify buyer is waiving the right to renegotiate and there is no inspection period.

Added the following text to the form (lines 30-34):

BUYER is advised that various professional inspection are available and advisable. BUYER’s waiver of any right to inspection is the BUYER’S decision alone. All Parties indemnify and hold

harmless SELLER, BROKER, and BROKER'S affiliated licensees, agents and employees from any liability or obligation resulting from or in connection with this decision.

Inspection Notice

Kick-Out Notice/Notice of Backup Contract

Kick-Out Notice Response

Lead Based Paint Disclosure Addendum

Lead Based Paint Disclosure Addendum for Landlord/Tenant

Legal Description

Methamphetamine Disclosure (Missouri)

Multifamily Property Disclosure Rider

New Homes Allowances Addendum

New Homes Change Order Amendment

New Homes Pricing Calculation Addendum

Non-Exclusive Buyer Agency Contract

Line 99; Changed BROKER'S Agent to BROKER's Licensee.

Notice to Exercise Purchase Option

Occupancy After Closing Amendment

Occupancy Prior to Closing Amendment

Option to Purchase Addendum/Amendment

Owner Finance Addendum

Private Office Exclusive Listing Contract

Real Estate Rental Listing Agreement

Residential Lease

Residential Lease - Pet Addendum

Real Estate Contract - Land

Paragraph 1; Removed the state check boxes for the Property address and added a space for the state abbreviation in the address line.

Paragraph 5-Line 135; added a default date of 30 days if left blank. Previously there was not a default date.

Paragraph 6; Revised the text, "If Earnest Money is not delivered during the Delivery Period, Seller may cancel this contract by written notice any time prior to delivery of the Earnest Money", changed to "If Earnest Money is not delivered during the Delivery Period, Seller may cancel this contract by written notice once the Delivery Period has ended prior to delivery of the Earnest Money".

Paragraph 6; Changed the checkbox options indicating form of Earnest Money Deposit in 6b and 6c by combining Personal Check and Electronic Funds Transfer into one option: Check/Electronic Funds Transfer/ACH.

Paragraph 8; Revised lines 225-228 to now read: "If the final appraised value of the property, as determined by BUYER'S Lender's appraiser or if a cash sale, BUYER'S appraiser, is not equal to or greater than _____ (the PURCHASE PRICE if left blank), BUYER will notify SELLER in writing, within _____ calendar days (five (5) days if left blank), attaching a copy of the appraisal report, and the following may occur:"

Paragraph 8; The end of this paragraph added "If BUYER may be obligated to bring additional funds to closing under the terms of this paragraph, BUYER will provide written verification confirming BUYER'S ability to perform within _____ calendar days (five (5) days if left blank) of the effective date."

Paragraph 20-Brokerage Relationship Paragraph; under the Licensee assisting Buyer section, revised the "Subagent" option to "Subagent of the Seller".

Real Estate Sale Contract - Residential

Paragraph 1; Removed the state check boxes for the Property address and added a space for the state abbreviation in the address line.

Paragraph 4; Revised the text, "If Earnest Money is not delivered during the Delivery Period, Seller may cancel this contract by written notice any time prior to delivery of the Earnest Money", changed to "If Earnest Money is not delivered during the Delivery Period, Seller may cancel this contract by written notice once the Delivery Period has ended prior to delivery of the Earnest Money".

Paragraph 4; Changed the checkbox options indicating form of Earnest Money Deposit in 4b and 4c by combining Personal Check and Electronic Funds Transfer into one option: Check/Electronic Funds Transfer/ACH.

Paragraph 4; Added in the Additional Earnest Money section a date blank in which the additional Earnest Money Deposit is due, if applicable.

Paragraph 6; Revised lines 263-266 to now read: "If the final appraised value of the property, as determined by BUYER'S Lender's appraiser or if a cash sale, BUYER'S appraiser, is not equal to or greater than _____ (the PURCHASE PRICE if left blank), BUYER will notify SELLER in writing, within _____ calendar days (five (5) days if left blank), attaching a copy of the appraisal report, and the following may occur:"

Paragraph 6; The end of this paragraph added "If BUYER may be obligated to bring additional funds to closing under the terms of this paragraph, BUYER will provide written verification confirming BUYER'S ability to perform within _____ calendar days (five (5) days if left blank) of the effective date."

Paragraph 20-Brokerage Relationship Paragraph; under the Licensee assisting Buyer section, revised the "Subagent" option to "Subagent of the Seller".

Real Estate Sale Contract – New Homes

Paragraph 1; Removed the state check boxes for the Property address and added a space for the state abbreviation in the address line.

Paragraph 2; Revised text in checkbox option #2 to: Plans and drawings are not applicable (BUYER is purchasing an existing or completed home. Subsurface Conditions paragraph is not applicable).

Paragraph 3; Extended the length of the blank lines for the "Other" checkbox options.

Paragraph 5-Line 158; Add the word "and" in front of the blank for %, and removed the word "the" in front of BUYER and in front of SELLER.

Paragraph 6-Line 169; Add the word "and" in front of the blank for %, and removed the word "the" in front of BUYER and in front of SELLER.

Paragraph 16; Revised the text, "If Earnest Money is not delivered during the Delivery Period, Seller may cancel this contract by written notice any time prior to delivery of the Earnest Money", changed to "If Earnest Money is not delivered during the Delivery Period, Seller may cancel this contract by written notice once the Delivery Period has ended prior to delivery of the Earnest Money".

Paragraph 16; Changed the checkbox options indicating form of Earnest Money Deposit in 16b, 16c and 16d by combining Personal Check and Electronic Funds Transfer into one option: Check/Electronic Funds Transfer/ACH.

Paragraph 16; Added "(ZERO (\$0) if left blank)" to 16d and 16e.

Paragraph 37-Brokerage Relationship Paragraph; under the Licensee assisting Buyer section, revised the "Subagent" option to "Subagent of the Seller".

Residential Septic System Addendum

Resolution of Unacceptable Conditions Addendum

Line 58; Added "the original" and sentence now reads "...agreeing to do everything requested by BUYER on the original Resolution of Unacceptable Conditions Amendment..."

Seller's Disclosure Addendum – Residential

Paragraph 3, Added a question with checkbox: "SELLER has never occupied the Property. SELLER to answer all questions to the best of SELLER'S knowledge."

Paragraph 8h; Added an “N/A” checkbox option

Paragraph 10; Reworded 10a and 10b regarding water type and added questions related to well water testing and test date.

Paragraph 10; Added a question (10f) regarding the location of the septic tank and/or absorption field.

Paragraph 14; Moved HOA related section up in the paragraph and identified at 14m.

Paragraph 14; Added a new question (14n) with Yes/No checkboxes to indicate if there is a secondary Master Community Homeowners Association fee.

Paragraph 14-Line 242; Revised exception statements from “except h and k” to “except m”.

Paragraph 19-Line 350; Added “(s)” after Shed to indicate if more than one along with “#” to indicate quantity.

Paragraph 19-Line 359; Added “(s)” after Sump Pump to indicate if more than one along with “#” to indicate quantity.

Paragraph 19-Line 361-367; Reorganized and relabeled the cooking appliances.

Paragraph 19; Removed icemaker from list.

Line 387; Replaced the word “salespeople” with “licensees”.

Line 407; Replaced the word “agents” with “licensees”.

Seller’s Disclosure Addendum for Condos

Paragraph 4, Added a question with checkbox: “SELLER has never occupied the Property. SELLER to answer all questions to the best of SELLER’S knowledge.”

Paragraph 7h; Added an “N/A” checkbox option

Paragraph 9f; Additional checkboxes added for additional types of plumbing material, now will match what is on the residential disclosure.

Paragraph 14-Homeowner’s Association(s); This entire paragraph was revised and reformatted with additional questions. Added: “(SELLER agrees to furnish these documents to the Licensee five (5) calendar days from the listing date.)” after question regarding HOA docs. Expanded the questions pertaining to capital expenditures and special assessments. Added question regarding existence of a secondary Master Community HOA fee.

Paragraph 15; Reformatted paragraph and lettering d. through i. removed.

Line 429; “licensees” no longer capitalized.

Seller’s Disclosure Addendum for Land

Paragraph 3; Reformatted and reworded 3a, 3b, 3c regarding water type.

Paragraph 5-Line 69; Removed “(except g)” from the statement requesting additional documentation.

Line 161; Removed “(except b)” from the statement requesting additional documentation.

Paragraph 6; Added question 6a: “Approximate location of septic tank and/or absorption field” with blank lines and re-lettered subsequent questions in this paragraph.

Paragraph 12; Removed “(except b)” from the statement requesting additional documentation at the end of the paragraph.

Paragraph 13; A significant portion of this paragraph was revised and reformatted with additional questions added to the paragraph. Expanded question 13e to “Any current/pending bonds, assessments, or special taxes that apply to the Property?” Added question: “Any condition or proposed change in surrounding area or received any notice of such?” Added question: “The Property subject to a Homeowner’s Association fee?” Moved several questions to the end of paragraph 13.

Line 209; Replaced “salespeople” with “licensees”.

Line 227; Replaced the word “agents” with “licensees”.

[Seller’s Disclosure Pool – Spa Rider](#)

[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](#)

[Understanding Short Sales](#)

[Understanding TILA-RESPA Integrated Disclosures \(TRID\)](#)

Cooperation Agreement Between Brokers

This is a new form in the KCRAR library in 2022. This form will be placed in the “Other State/Local/Misc. Forms” section of the library.