



KICK-OUT NOTICE RESPONSE

1 SELLER: _____

2

3 BUYER: _____

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5 PROPERTY: _____

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7 EFFECTIVE DATE OF CONTRACT: _____

8

9 CHECK AND COMPLETE APPLICABLE PARAGRAPH.

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11 1. **BUYER'S PROPERTY IS UNDER CONTRACT.** Attached with this Kick-Out Notice Response
12 is a copy of the contract. BUYER and SELLER will proceed under Paragraph 1 of the
13 Contingency For Sale And/Or Closing Addendum as previously agreed in the Contract.
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15 2. **WAIVER AND REMOVAL OF CONTINGENCY FOR SALE AND CLOSING.** BUYER elects to
16 **WAIVE AND REMOVE THE CONTINGENCY FOR THE SALE AND CLOSING OF BUYER'S**
17 **PROPERTY.** All other unsatisfied contingencies in this Contract, if any, remain in effect,
18 including but not limited to inspections. BUYER hereby complies with the terms of the
19 **CONTINGENCY FOR SALE AND/OR CLOSING OF BUYER'S PROPERTY ADDENDUM**
20 by selecting this Option 2, signing below, and providing SELLER the applicable documentation
21 below evidencing BUYER's ability to close without selling BUYER's Property:
22

23 **a . Financed Transaction.** BUYER has attached: 1) a written verification from a depository
24 institution evidencing funds on deposit totaling an amount equal to at least the down
25 payment (if any) and closing costs (if any) requirements of this Contract; and 2) a written
26 loan approval, as described in the Financial Terms paragraph of the Contract that is **NOT**
27 subject to the sale and closing of BUYER'S Property, for primary or interim financing
28 sufficient to complete the Closing on this Contract.
29

30 **-OR-**

31
32 **b. Cash Transaction.** Written verification from a depository institution of funds on deposit
33 sufficient to complete the Closing on this Contract without financing and without the sale and
34 closing of BUYER'S Property.
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36 ALL PARTIES AGREE THAT UPON REMOVAL OF THE CONTINGENCY FOR THE SALE OF
37 THE BUYER'S PROPERTY, AFTER DELIVERY OF A KICK-OUT NOTICE INDICATING
38 BUYER'S INTENT AND ABILITY TO PROCEED TO CLOSING, **THE EARNEST DEPOSIT IS**
39 **NON-REFUNDABLE.**
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41 3. **CANCELLATION OF CONTRACT.** BUYER'S signature below acknowledges receipt of
42 SELLER'S Kick-Out Notice and BUYER has decided not to waive the Contingency For Sale
43 and Closing of BUYER'S Property. BUYER further acknowledges that this Contract with
44 SELLER is hereby cancelled. Cancellation and Mutual Release Agreement is attached.
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48 **CAREFULLY READ THE TERMS HEREOF BEFORE SIGNING. WHEN SIGNED BY ALL PARTIES,**
49 **THIS DOCUMENT BECOMES PART OF A LEGALLY BINDING CONTRACT.**
50 **IF NOT UNDERSTOOD, CONSULT AN ATTORNEY BEFORE SIGNING.**

SELLER | SELLER Initials

Initials BUYER | BUYER

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BUYER

DATE

BUYER

DATE

RECEIPT ACKNOWLEDGMENT

BY SIGNING BELOW SELLER ACKNOWLEDGES RECEIPT OF APPLICABLE DOCUMENTATION FROM BUYER AS SET FORTH ABOVE.

SELLER

DATE

SELLER

DATE

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. Last revised September 2020. All previous versions of this document may no longer be valid. Copyright January 2023.