



# LAND REAL ESTATE SALE CONTRACT

1 **THIS CONTRACT is made between:** (Print names and INDICATE MARITAL STATUS OF PARTIES. If Seller name  
2 is not completed, Licensee Assisting Seller to insert Seller name prior to presentation to Seller.)  
3

4 **SELLER:** \_\_\_\_\_  
5 \_\_\_\_\_

6 **BUYER:** \_\_\_\_\_  
7 \_\_\_\_\_

8  **Bank-Owned Property (check if applicable):** If the real property is bank-owned and the titled owner of record is  
9 not known at the Effective Date of this Contract, BUYER and SELLER agree the name of the SELLER is amended to  
10 as it is stated in the Deed at Closing and is incorporated herein by reference and in any amendments and addenda.  
11 SELLER warrants it has full authority to sign and perform on this Contract on behalf of the titled owner of record.  
12

### 13 PROPERTY, PROGRAMS, ADDENDA, DESCRIPTIONS AND CONDITIONS

14  
15 1. **PROPERTY.** BUYER agrees to purchase and SELLER agrees to sell the real property and the improvements  
16 thereon (**the "Property"**) commonly known as:  
17

18  
19 \_\_\_\_\_  
20 **Street Address** **City** **State** **Zip**  
21 \_\_\_\_\_  
22 **County**

23 **LEGAL DESCRIPTION:** (As described below) \_\_\_\_\_  
24 \_\_\_\_\_  
25 \_\_\_\_\_  
26 \_\_\_\_\_  
27 \_\_\_\_\_  
28 \_\_\_\_\_

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30 **The Property will include the following, if any, unless otherwise excluded:**

31  
32 a. **Additional Inclusions.** The following items, if any, supersede the Seller's Disclosure and the pre-printed list  
33 before; are considered to be part of the Property, and **are** included in the sale.  
34 \_\_\_\_\_  
35 \_\_\_\_\_  
36 \_\_\_\_\_

37  
38 b. **Exclusions.** The following items, if any, supersede the Seller's Disclosure and the pre-printed list before; **are**  
39 **not** considered to be part of the Property, and **are not** included in the sale.  
40 \_\_\_\_\_  
41 \_\_\_\_\_  
42 \_\_\_\_\_

43  
44 c. **Additional Terms and Conditions, if any.** \_\_\_\_\_  
45 \_\_\_\_\_  
46 \_\_\_\_\_  
47 \_\_\_\_\_  
48 \_\_\_\_\_  
49 \_\_\_\_\_

\_\_\_\_\_|\_\_\_\_\_| Initials **SELLER and BUYER acknowledge they have read this page** Initials \_\_\_\_\_|\_\_\_\_\_|  
SELLER | SELLER BUYER | BUYER

50 2. **GOVERNMENT PROGRAMS.** BUYER acknowledges the possibility of government farm programs on the  
51 Property, or that programs could be obtained, and BUYER accepts the responsibility for researching said  
52 programs. BUYER is not relying on any other representations regarding accessing government programs.  
53 (Check applicable box)

- 54  
55  BUYER acknowledges and agrees to execute necessary documentation to continue government  
56 farm program subsequent to the Closing Date.  
57  BUYER does not intend to participate in any existing government farm program.

58  
59 3. **ADDENDA.** The following Addenda (riders, supplements, etc.) are attached hereto and are a part of this Contract:  
60 (Check applicable boxes)

- 61  
62  **Seller's Disclosure and Condition of Property**  **Other:** \_\_\_\_\_  
63 **Addendum (Land)**  **Other:** \_\_\_\_\_  
64  **Other:** \_\_\_\_\_  **Other:** \_\_\_\_\_  
65  **Other:** \_\_\_\_\_  **Other:** \_\_\_\_\_  
66

67 4. **DESCRIPTIONS AND CONDITIONS.**

- 68  
69 a. **Effective Date.** The **Effective Date** will be the date of final acceptance by the last party to sign this  
70 **Contract** or a **Counter Offer Addendum**.  
71  
72 b. **Seller's Disclosure Status.** SELLER confirms information contained in the Seller's Disclosure and Condition  
73 of Property Addendum is current as of the Effective Date of the Contract. SELLER understands that the law  
74 requires disclosure of any material defects, known to SELLER, in the Property to prospective Buyer(s) and  
75 that failure to do so may result in civil liability for damages.  
76  
77 c. **Entire Agreement and Manner of Modifications.** This Contract and all attachments constitute the complete  
78 agreement of the parties concerning the Property; supersede all previous agreements, and may be modified  
79 or assigned only by a written agreement signed by all parties.  
80  
81 d. **Parties.** This is a Contract between SELLER and BUYER. If SELLER or BUYER constitutes two or more  
82 persons, the terms "SELLER" or "BUYER" will be construed to read "SELLERS" or "BUYERS" whenever the  
83 sense of the Contract requires.

84  
85 Unless identified as SELLER or BUYER, Listing Broker and any Cooperating Broker and their Agents  
86 (collectively referred to as "Broker") and any Escrow or Closing Agent are acting as Agents only and are not  
87 parties to this Contract.

88  
89 SELLER and BUYER acknowledge Broker may have a financial interest in third parties providing specialized  
90 services required by this Contract including, but not limited to: Lender, title insurance company, Escrow Agent,  
91 Closing Agent, warranty company, wood infestation/mechanical/structural or other inspectors and repair  
92 personnel. SELLER and BUYER agree Broker will not be responsible for the conduct of third parties providing  
93 specialized services whether those services were arranged by SELLER, BUYER, or Broker on behalf of  
94 either.

- 95  
96  SELLER and/or BUYER is a licensed real estate broker or salesperson. (Check applicable boxes)  
97  SELLER licensed in:  MO  KS  Other \_\_\_\_\_  
98  BUYER licensed in:  MO  KS  Other \_\_\_\_\_  
99

- 100  Licensee assisting SELLER is an immediate family member of: (check applicable boxes)  
101  SELLER  BUYER  
102  Licensee assisting BUYER is an immediate family member of: (check applicable boxes)  
103  SELLER  BUYER  
104

- 105 e. **Notices.** Any notice or other communication required or permitted hereunder may be delivered in person, by  
106 facsimile, United States Postal Service, courier service or email to the address set forth in this Contract or  
107 such other address or number as will be furnished in writing by any such party.  
108

\_\_\_\_\_|\_\_\_\_\_| Initials **SELLER and BUYER acknowledge they have read this page** Initials \_\_\_\_\_|\_\_\_\_\_|  
SELLER | SELLER BUYER | BUYER

109 Such notice or communication will be deemed to have been given as of the date and time so delivered.  
110 Delivery to or receipt by the Licensee assisting BUYER will constitute receipt by BUYER and delivery to or  
111 receipt by the Licensee assisting SELLER will constitute receipt by SELLER  
112

113 **f. Time is of the essence.** Time is of the essence in the performance of the obligations of the parties under this  
114 Contract. With the exception of the term "banking days" or "business days", as used herein, a "day" is defined  
115 as a 24-hour calendar day, seven (7) days per week.

116 **g. Electronic Transaction.** All parties agree this transaction may be conducted by electronic means, including  
117 email, according to the Uniform Electronic Transaction Act as adopted in Kansas and Missouri.  
118

119 **h. Cyber Protection.** Because you are going to be involved in a real estate transaction where money is  
120 changing hands, you are a potential target for cyber-criminals. Always contact the closer directly before wiring  
121 any money.  
122

123  
124 **5. CONTRACT CONTINGENCIES.** This Contract is contingent upon:

- 125  BUYER obtaining a soil analysis for the purpose of placing a private waste water disposal system on the
- 126 Property that is acceptable to the BUYER.
- 127  BUYER obtaining verification that a water meter is available. SELLER makes no representation regarding cost
- 128 of installation.
- 129  BUYER obtaining verification building permits can be obtained.
- 130  BUYER reviewing and accepting the terms of any deed restrictions.
- 131  BUYER reviewing and accepting the terms of any Homeowner's Association.
- 132  Other: \_\_\_\_\_
- 133

134  
135 BUYER will have \_\_\_\_\_ calendar days (thirty (30) if left blank) from the Effective Date of this Contract to  
136 remove all of these contingencies or to cancel the Contract by written notification to the SELLER if the  
137 contingencies cannot be satisfied. **Failure to notify SELLER within the time specified constitutes a waiver of**  
138 **the contingencies and the BUYER waives their right to renegotiate or cancel the Contract.**  
139

140 **PURCHASE PRICE, FINANCIAL TERMS AND CLOSING AND POSSESSION**

141  
142 **6. PURCHASE PRICE.** The **Purchase Price** for the Property is .....\$ \_\_\_\_\_  
143 which BUYER agrees to pay as follows:

144  
145 **a. Earnest Money** will be delivered to Licensee Assisting Seller or Escrow Agent  
146 within \_\_\_\_\_ calendar days (three (3) if left blank) of the Effective Date  
147 (the "Delivery Period") and must comply with state laws as defined in the  
148 Earnest Money and Additional Deposits paragraph of this Contract.  
149

150 **If Earnest Money is not delivered during the Delivery Period, SELLER**  
151 **may cancel this Contract by written notice once the Delivery Period has**  
152 **ended and prior to delivery of the Earnest Money.**  
153

154 **b. Earnest Money** in the amount of .....\$ \_\_\_\_\_(b)  
155 in the form of: (Check one)  
156  Check/Electronic Funds Transfer/ACH  Other \_\_\_\_\_  
157

158 Deposited with: \_\_\_\_\_  
159

160 BUYER acknowledges that funds payable to and held by SELLER **WILL NOT** be held  
161 subject to the terms of the Earnest Money and Additional Deposits paragraph and may  
162 not be refundable.  
163

164 **c. Additional Earnest Money** in the amount of (ZERO (\$0) if left blank)..... \$ \_\_\_\_\_(c)  
165 will be delivered on or before \_\_\_\_\_ in the form of: (Check one)  
166  Check/Electronic Funds Transfer/ACH  Other \_\_\_\_\_  
167

168 Deposited with: \_\_\_\_\_

\_\_\_\_\_|\_\_\_\_\_| Initials **SELLER and BUYER acknowledge they have read this page** Initials \_\_\_\_\_|\_\_\_\_\_|  
SELLER | SELLER BUYER | BUYER

169 BUYER acknowledges that funds payable to and held by SELLER **WILL NOT** be held  
170 subject to the terms of the Earnest Money and Additional Deposits paragraph and may  
171 not be refundable.  
172

173 **d. Total Amount Financed by BUYER** (Zero (\$0) if Cash Sale) .....\$ \_\_\_\_\_ (d)  
174 (not including financed mortgage insurance premiums  
175 or other Closing costs, if any)

176  
177 **e. Balance of Purchase Price to be paid in CERTIFIED FUNDS**..... \$ \_\_\_\_\_ (e)  
178 Purchase Price (less b, c & d of this paragraph) on or before the  
179 Closing Date.

180  
181 **f. Total Seller Expenses (Zero (\$0) if left blank):**

182 **SELLER paid costs.** In addition to any other costs SELLER  
183 agreed to pay herein, SELLER agrees to pay other allowable Closing  
184 costs permitted by Lender(s) and/or prepaid items for BUYER, not  
185 to exceed:.....\$ \_\_\_\_\_  
186

187  
188 **g. Other Financing Costs.**

189  
190 1. **Loan Costs.** BUYER agrees to pay all customary costs necessary to obtain the Loan(s) (including but  
191 not limited to, origination fees, discounts or buy-downs) unless otherwise agreed.

192  
193 2. **Flood Insurance.** BUYER agrees to pay for flood insurance if required by Lender(s).  
194

195 **7. CLOSING AND POSSESSION.** On or before \_\_\_\_\_ (“Closing Date”), SELLER will execute and  
196 deliver into escrow with the title company(s) or other Closing Agent(s), a general warranty deed (or special  
197 warranty deed or fiduciary deed, if SELLER is a corporation, association, financial institution or fiduciary) and all  
198 other documents and funds necessary to satisfy SELLER’S obligations under this Contract.  
199

200 On or before the Closing Date, BUYER will execute and deliver into escrow with the title company(s) or other  
201 Closing Agent(s), all documents (including note(s), mortgage(s)/deed(s) of trust, and any other documents  
202 required by BUYER’S Lender(s), if BUYER is obtaining financing) and funds (including Loan proceeds, if BUYER  
203 is obtaining financing) necessary to satisfy BUYER’S obligations under this Contract.  
204

205 **SELLER and BUYER acknowledge all funds required for Closing must be in the form of cashier’s check,**  
206 **wire transfer or other certified funds.**

207  
208 When all documents and funds have been executed and delivered into escrow with the title company(s) or other  
209 Closing Agent(s), the Closing will be completed. SELLER will deliver possession of the Property to BUYER on  
210 \_\_\_\_\_ at \_\_\_\_\_ o’clock \_\_\_\_\_. m., (if left blank, **Possession** will be 5:00 P.M. on the  
211 **Closing Date**).  
212

213 **BUYER must not occupy the Property or place personal property in or on it prior to completion of the**  
214 **Closing and disbursement or availability of SELLER’S proceeds, if any, unless otherwise agreed upon in**  
215 **writing by the BUYER and the SELLER.**  
216

217 **8. APPRAISED VALUE CONTINGENCY.**

218  
219 **If Financing is being obtained, the appraisal must be completed before the Loan commitment due date.**

220  
221 **If a cash sale, BUYER** may within \_\_\_\_\_ calendar days from the Effective Date of this Contract (within the  
222 Inspection Period if left blank) obtain, at BUYER’S expense, an appraisal of the Property by an independent  
223 licensed appraiser.  
224

225 If the final appraised value of the property, as determined by BUYER’S Lender’s appraiser or if a cash sale,  
226 BUYER’S appraiser, is not equal to or greater than the Purchase Price, BUYER will notify SELLER in writing,  
227 within \_\_\_\_\_ calendar days (five (5) days if left blank), attaching a copy of the appraisal report, and the following  
228 may occur:

_____	Initials	<b>SELLER and BUYER acknowledge they have read this page</b>	Initials	_____	
SELLER	SELLER			BUYER	BUYER

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**BUYER and SELLER will have \_\_\_\_\_ calendar days (five (5) days if left blank) after SELLER’S receipt of BUYER’S appraisal report (“Appraisal Negotiation Period”), to reach an agreement resolving the appraisal value and/or purchase price.**

During this period, SELLER or BUYER may seek a reconsideration of value by the appraiser. If such reconsideration finds a value equal to or greater than the Purchase Price, or if BUYER and SELLER sign an Amendment resolving the difference between the appraised value and the Purchase Price, the transaction will move forward to Closing.

**If no resolution is reached prior to the expiration of the Appraisal Negotiation Period, then after the expiration of the Appraisal Negotiation period, either party may cancel this contract by written notice to the other and BUYER’S Earnest Money will be subject to the provisions of the Earnest Money and Additional Deposits paragraph of the Contract.**

**9. SALE CONTINGENCY.**

- This Contract is **NOT** contingent upon the sale and Closing of a BUYER’S Property.
- This Contract **IS** contingent upon the sale and Closing of a BUYER’S Property and a **Contingency For Sale and/or Closing of Buyer’s Property Addendum is attached.**

**10. FINANCIAL TERMS.**

- THIS IS A CASH SALE.** BUYER must provide written verification of funds within \_\_\_\_\_ calendar days (five (5) days if left blank) which are sufficient to complete the Closing on this Contract.
- THIS IS A FINANCED SALE.** This Contract is contingent upon BUYER obtaining the financing described in this paragraph.

BUYER may obtain Loan(s) different from those described herein provided that the terms of the Loan(s) do not result in additional costs to SELLER, delay the Closing Date, or change the Loan approval time frame. These changes must be agreed in writing, by both parties, within five (5) calendar days of BUYER’S knowledge and no later than \_\_\_\_\_ calendar days before Closing (fifteen (15) days if left blank).

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.

**a. Loan Types/Terms.** BUYER will obtain a Loan upon the following terms:

<b>Type:</b>	Primary Loan	Secondary Loan
Conventional	<input type="checkbox"/>	<input type="checkbox"/>
Other _____	<input type="checkbox"/>	<input type="checkbox"/>
<b>Interest Rate:</b>		
Fixed Rate	<input type="checkbox"/>	<input type="checkbox"/>
Adjustable Rate	<input type="checkbox"/>	<input type="checkbox"/>
Interest Only	<input type="checkbox"/>	<input type="checkbox"/>
Other _____	<input type="checkbox"/>	<input type="checkbox"/>
<b>Amortization Period</b>	_____ years	_____ years
<b>Principal Amount or LTV</b>	_____	_____

All Loan amounts will include financed mortgage insurance premiums or VA funding fee, if any, according to the provisions described herein (the “Loan”). The Loan(s) will be secured by a mortgage/deed of trust on the Property or as otherwise required by Lender(s), and repayable in monthly installments.

	Initials	<b><i>SELLER and BUYER acknowledge they have read this page</i></b>	Initials			Initials	Initials
SELLER	SELLER				BUYER	BUYER	BUYER

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**b. The Loan(s) will bear interest as follows:**

- 1. Primary Loan  interest rate not exceeding \_\_\_\_\_% per annum or  
 the prevailing rate at Closing
- 2. Secondary Loan  interest rate not exceeding \_\_\_\_\_% per annum or  
 the prevailing rate at Closing

**BUYER has the option to "lock in" the foregoing interest rate or to "float" the interest rate.**

If BUYER locks in a rate, BUYER agrees to accept the "locked" rate and terms even if different than those stated above. If BUYER floats the rate, BUYER agrees to accept the rate and terms available from BUYER'S Lender(s) for which BUYER qualifies at Closing.

**c. Loan Application(s).** BUYER agrees to authorize Lender(s) to perform all required services (credit report, appraisal, etc.), pay the fees required by Lender(s), and provide Lender(s) with all information requested no later than five (5) days after the Inspection Period ends.

**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 and any other conditions set forth in the attached Lender(s) letter(s). **The pre-approval must indicate that the BUYER'S credit is acceptable to Lender(s) and indicate 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) days if left blank) after the Effective Date of this Contract, BUYER will complete a written application.

**SELLER is aware that pre-approval is not a guarantee that BUYER will receive Lender(s) Loan approval(s).**

**d. Loan Approval(s).** BUYER agrees to make a good faith effort to obtain a commitment for the Loan(s) within \_\_\_\_\_ calendar days (forty-five (45) days if left blank) from the Effective Date of this Contract or within \_\_\_\_\_ calendar days (five (5) days if left blank) prior to the Closing Date, whichever is earlier (the "Loan Approval Period").

If BUYER is unable to obtain a commitment for the Loan(s) within the Loan Approval Period, BUYER or SELLER may cancel this Contract by written notice. If BUYER is unable to obtain the financing described herein, BUYER must provide written evidence of rejection from BUYER'S Lender(s). In either case, BUYER'S Earnest Money will be subject to the provisions of the Earnest Money and Additional Deposits paragraph of the Contract.

**CONDITION, MAINTENANCE AND INSPECTIONS OF THE PROPERTY**

**11. UTILITIES.** SELLER agrees to leave all utilities on until the date of possession unless otherwise agreed. *If applicable.*

The BUYER will pay SELLER for the amount of fuel left in tank(s) at Closing based upon SELLER'S actual cost at time of purchase, if applicable. SELLER will have tank read no earlier than seven (7) calendar days and no later than five (5) calendar days prior to the Closing Date and provide documentation to BUYER.

**12. MAINTENANCE OF PROPERTY.** SELLER will maintain the Property in its present condition through the Possession Date. SELLER will advise BUYER of any substantial change in the condition of the Property prior to Closing Date. Unless otherwise agreed in writing, SELLER will remove all possessions from the Property, upon vacating or prior to delivery of Possession.

**(Check if applicable)** SELLER will remove the following prior to the Possession Date: \_\_\_\_\_

\_\_\_\_\_|\_\_\_\_\_| Initials **SELLER and BUYER acknowledge they have read this page** Initials \_\_\_\_\_|\_\_\_\_\_|  
SELLER | SELLER BUYER | BUYER

348 **13. CASUALTY LOSS.** If before delivery of the deed to BUYER, the Property is damaged or destroyed by fire or  
349 other causes including those that could be covered by what is known as fire and extended coverage insurance,  
350 then the SELLER must notify the BUYER in writing within one (1) calendar day of discovery of such damage. The  
351 parties agree that the risk of that damage or destruction will be borne as follows:  
352

353 a. If the damage is minor, SELLER may repair or replace the damage done to the Property if the work can be  
354 completed before the Closing Date.  
355

356 If the SELLER elects to repair or replace the damage done to the Property, but repair/replacement cannot be  
357 completed prior to the Closing, with written agreement between the parties one of the following options will be  
358 chosen:  
359

- 360 1. SELLER will pay for repair/replacement after Closing; or
- 361
- 362 2. The parties will extend the Closing Date to such time as repairs/replacement can be completed; or
- 363
- 364 3. With consent of BUYER'S Lender(s), 1.5 times the estimated cost of repair/replacement will be escrowed  
365 until repair/replacement is complete with any funds remaining after payment for repairs/replacement being  
366 remitted to the party that funded the escrow.  
367

368 b. If SELLER elects not to repair or replace the damage done to the Property, or if the damage is not minor, the  
369 BUYER may enforce or cancel this Contract by written notice to SELLER within ten (10) calendar days after  
370 receiving notice of such damage to the Property.  
371

- 372 1. If BUYER elects to enforce this Contract, the Purchase Price will not be reduced and the Property will be  
373 conveyed in its existing condition at the time, provided SELLER must furnish BUYER with a copy of the  
374 insurance damage assessment and be responsible for paying the insurance deductible and assign  
375 SELLER'S fire and extended coverage proceeds to BUYER at Closing.  
376
- 377 2. If BUYER and SELLER mutually agree upon the cost of repairs, then SELLER may pay the cost of those  
378 repairs.  
379

380 **14. SURVEY.** BUYER acknowledges that a Mortgage Inspection Report or "Loan Survey" may be required by a  
381 lending institution and is not a "Staked Survey". A title insurance company typically requires a "Staked Survey" in  
382 order to provide survey coverage to the BUYER.  
383

384 A "Staked Survey" of the Property is to determine there are no defects, encroachments, overlaps, boundary line or  
385 acreage disputes, or other such matters, that would be disclosed by a survey.  
386

387 At least ten (10) calendar days prior to the Closing Date, BUYER will notify SELLER of any encroachments of any  
388 improvements upon, from, or onto the Property or any building setback line, property line, or easement, which  
389 encroachment will be deemed to be a title defect. SELLER will remedy such defects as are susceptible of being  
390 remedied prior to the Closing Date. If SELLER does not remedy the defects in title, BUYER will have the option  
391 of:  
392

- 393 a. Completing this purchase and accepting the title that SELLER is able to convey without adjustment in the  
394 Purchase Price; or
- 395 b. Cancelling this Contract by written notice. BUYER'S Earnest Money will be subject to the provisions of the  
396 Earnest Money and Additional Deposits paragraph of the Contract.  
397

398 **(Check box, if applicable):**

- 399  BUYER will, at BUYER'S expense, provide a "Staked Boundary Survey" for the Property prior to the  
400 Closing Date.
- 401  SELLER will, at SELLER'S expense, provide a "Staked Boundary Survey" for the Property prior to  
402 Closing. This survey may not replace Lender's required loan inspection survey, if any, provided  
403 at BUYER'S expense.
- 404  SELLER will provide a "Staked Boundary Survey" for the Property prior to the Closing Date, which will be  
405 paid for as follows: \_\_\_\_\_  
406 \_\_\_\_\_
- 407  BUYER acknowledges there is no "Staked Survey" and is not requiring SELLER to provide a survey.  
408  
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SELLER | SELLER Initials **SELLER and BUYER acknowledge they have read this page** Initials BUYER | BUYER

410 15. **INSPECTIONS AND DUE DILIGENCE.** BUYER may, within \_\_\_\_\_ calendar days (thirty (30) days if left blank)  
411 (the "Inspection and Due Diligence Period") after the Effective Date of this Contract, at BUYER'S expense,  
412 have the Property inspected and may conduct due diligence with regulatory agencies, governmental agencies,  
413 marketing firms, engineering firms and other authorities to determine the suitability of the Property for the intended  
414 use by BUYER. **BUYER acknowledges such inspections may not identify deficiencies in inaccessible**  
415 **areas of the Property and may be limited by weather conditions at the time of the inspection**  
416

417 BUYER has the opportunity to become informed about environmental pollutants and the potential health risks of  
418 environmental pollutants. The SELLER and Licensee assisting the SELLER and/or the BUYER does not claim or  
419 possess any special expertise in the measurement or reduction of environmental pollutants, nor have they  
420 provided any advice to BUYER as to acceptable levels. Any testing desired or required will be at BUYER'S  
421 expense.  
422

423 a. **Access to Property, Re-Inspections, Damages and Repairs.** SELLER will provide BUYER reasonable  
424 access to the Property to conduct the inspections, re-inspections, inspection of any corrective measures  
425 completed by SELLER and/or final walk through prior to the Closing Date. **BUYER will be responsible and**  
426 **pay for any damage to the Property resulting from the inspection(s).** SELLER agrees any corrective  
427 measures which SELLER performs pursuant to the following provisions will be completed in a workmanlike  
428 manner with good-quality materials.  
429

430 b. **What If Buyer Does Not Conduct Inspections?** If BUYER does not conduct inspections, BUYER will have  
431 waived any right to cancel or renegotiate this Contract pursuant to the inspection provisions.  
432

433 c. **What Is An Unacceptable Condition?** An Unacceptable Condition is any condition identified in a written  
434 inspection report prepared by an independent qualified inspector of BUYER'S choice, which condition is  
435 unacceptable to BUYER and not otherwise excluded in this Contract.  
436

437 d. **What If Buyer Does Not Give Timely Notice Of Unacceptable Conditions?** If BUYER conducts  
438 inspections, but fails to notify SELLER of Unacceptable Conditions prior to the expiration of the Inspection and  
439 Due Diligence Period, BUYER will have waived any right to cancel or renegotiate this Contract pursuant to  
440 these inspection provisions.  
441

442 e. **What Is Not An Unacceptable Condition?** The following items will not be considered Unacceptable  
443 Conditions and cannot be used by BUYER as a reason to cancel or renegotiate this Contract.  
444

445 \_\_\_\_\_  
446 \_\_\_\_\_  
447

448 f. **What If Buyer's Inspections Reveal Unacceptable Conditions?** If BUYER'S inspections reveal  
449 Unacceptable Conditions, BUYER may do any one of the following.  
450

451 1. **ACCEPT THE PROPERTY IN ITS PRESENT CONDITION.** BUYER may notify SELLER on the  
452 Inspection Notice that the inspections are satisfactory or do nothing. In either case, BUYER will have  
453 waived any right to cancel or renegotiate due to any Unacceptable Conditions; or  
454

455 2. **CANCEL THIS CONTRACT** by notifying SELLER on the Inspection Notice within the Inspection Period;  
456 or  
457

458 3. **OFFER TO RENEGOTIATE** with SELLER by notifying SELLER on the Resolution of Unacceptable  
459 Conditions within the Inspection Period.  
460

461 **BUYER'S notice of cancellation or offer to renegotiate terminates the Inspection and Due Diligence**  
462 **Period and must be accompanied by the applicable written inspection report(s) in their entirety from**  
463 **the independent qualified inspector(s) who conducted the inspection(s).**  
464

465 g. **Resolution of Unacceptable Conditions.** BUYER and SELLER will have \_\_\_\_\_ calendar days (five (5)  
466 days if left blank) after SELLER'S receipt of BUYER'S Inspection Notice/Resolution of Unacceptable  
467 Conditions (the "Renegotiation Period"), to reach an agreement resolving the Unacceptable  
468 Conditions.  
469

\_\_\_\_\_|\_\_\_\_\_| Initials *SELLER and BUYER acknowledge they have read this page* Initials \_\_\_\_\_  
SELLER | SELLER BUYER | BUYER



470 Any of the following executed and delivered to the other party or other party's Agent prior to the expiration of  
471 the Renegotiation Period will constitute such an agreement:

- 472
- 473 1. SELLER'S signature agreeing to do everything requested by BUYER on the original Resolution of  
474 Unacceptable Conditions Amendment attached to Inspection Notice; or
  - 475
  - 476 2. A revised Resolution of Unacceptable Conditions Amendment signed by BUYER and SELLER resolving  
477 the unacceptable conditions; or
  - 478
  - 479 3. BUYER'S signature on the Resolution of Unacceptable Conditions Amendment accepting the Property in  
480 its present condition.

481

482 **If no agreement resolving the Unacceptable Conditions is reached during the Renegotiation Period as**  
483 **provided above, then after the expiration of the Renegotiation Period either of the following is**  
484 **permitted under the Contract.**

- 485
- 486 A. Negotiations may still proceed. Any agreement must be in a written Amendment and signed by both  
487 parties.
  - 488
  - 489 B. Either party may cancel this Contract by written notice to the other and the Earnest Money will be  
490 returned subject to the provisions of the Earnest Money and Additional Deposits paragraph of the  
491 Contract.

492

493 **DEFAULTS AND REMEDIES**

494

495 **16. DEFAULTS AND REMEDIES.** SELLER or BUYER will be in default under this Contract if either fails to comply  
496 with any material covenant, agreement or obligation within any time limits required by this Contract. Following a  
497 default by either SELLER or BUYER under this Contract, the other party will have the following remedies, subject  
498 to the provisions of Earnest Money and Additional Deposits paragraph of this Contract.

499

500 **If SELLER defaults, BUYER may:**

- 501
- 502 a. Specifically enforce this Contract and recover damages suffered by BUYER as a result of the delay in the  
503 acquisition of the Property.
  - 504
  - 505 b. Terminate this Contract by written notice to SELLER and, at BUYER'S option, pursue any remedy and  
506 damages available by law or in equity. If BUYER elects to terminate this Contract, the Earnest Money will  
507 be returned to BUYER subject to the provisions of Earnest Money and Additional Deposits paragraph of  
508 this Contract.

509

510 **If BUYER defaults, SELLER may:**

- 511
- 512 a. Specifically enforce this Contract and recover damages suffered by SELLER as a result of the delay in the  
513 sale of the Property.
  - 514
  - 515 b. Terminate this Contract by written notice to BUYER and, at SELLER'S option, either retain the Earnest  
516 Money as liquidated damages as SELLER'S sole remedy (the parties recognizing that it would be  
517 extremely difficult to ascertain the extent of actual damages caused by BUYER'S breach, and that the  
518 Earnest Money represents as fair an approximation of such actual damages as the parties can now  
519 determine) as provided in this Contract, or pursue any other remedy and damages available at law or in  
520 equity.

521

522 In any legal action to enforce rights under this Contract, the prevailing party is entitled to reimbursement of all  
523 reasonable attorney fees, court costs, and other related legal expenses incurred in connection with such legal  
524 action.

525

526 **17. DISPUTE RESOLUTION.** If a dispute arises relating to this Contract prior to or after closing between BUYER  
527 and SELLER, or between BUYER and/or SELLER and a Brokerage Firm and its licensees assisting in the  
528 transaction, and the parties to such dispute or claim are unable to resolve the dispute, BUYER and SELLER agree  
529 in good faith to attempt to settle such dispute through the dispute resolution process using a professional  
530 mediator. The parties to the dispute must agree in writing before any settlement is binding. Any agreement signed

	Initials	<b><i>SELLER and BUYER acknowledge they have read this page</i></b>	Initials	
SELLER		SELLER	BUYER	BUYER

531 by the parties pursuant to the dispute resolution conference shall be binding. For controversies and claims that do  
532 not exceed the lesser of: (a) \$5,000.00 (five thousand dollars); or (b) the applicable jurisdictional limit of small  
533 claims court, either party may bring such claims in small claims court in lieu of arbitration. The following matters  
534 are excluded from dispute resolution: foreclosure or other action to enforce a deed of trust, mortgage, or land  
535 contract; an unlawful detainer action; the filing or enforcement of a mechanic's lien; any matter, which is within the  
536 jurisdiction of a probate court, or; a violation of a state's real estate license laws.  
537

538 **ADDITIONAL DISCLOSURES INCLUDING THOSE MANDATED BY STATE OR FEDERAL LAW**

- 539
- 540 **18. CRIMINAL OFFENDERS.** In Missouri and Kansas, law requires persons who are convicted of certain crimes,  
541 including certain sexually violent crimes, to register with the Sheriff of the county in which they reside. If you, as  
542 the BUYER, desire information regarding those registrants, you may find information on the homepage of the  
543 Kansas Bureau of Investigation (KBI) at <http://www.Kansas.gov/kbi> or by contacting the local Sheriff's office in  
544 Kansas. In Missouri, you may find information on the homepage of the Missouri State Highway Patrol at  
545 <https://www.mshp.dps.missouri.gov/CJ38/searchRegistry.jsp> or BUYER should contact the Sheriff of the county in  
546 which the Property is located.  
547
- 548 **19. FRANCHISE DISCLOSURE.** Although one or more of the Brokers may be a member of a franchise, the  
549 franchisor is not responsible for the acts of said Broker(s).

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Initials	<i><b>SELLER and BUYER acknowledge they have read this page</b></i>	Initials
SELLER   SELLER		BUYER   BUYER

550 **20. BROKERAGE RELATIONSHIP DISCLOSURE.**

551

552 SELLER and BUYER acknowledge the Real Estate Brokerage Relationship Brochure has been furnished to them  
553 and the brokerage relationships were disclosed to them no later than the first showing, upon first contact, or  
554 immediately upon the occurrence of any change to that relationship.

555

556 SELLER and BUYER acknowledge the real estate Licensee(s) involved in this transaction may be acting as  
557 Agents of the SELLER, Agents of the BUYER, Transaction Broker(s) or Disclosed Dual Agents (Available only in  
558 Missouri.).

559

560 Licensee acting in the capacity of:

561

- 562 a. Agent for the SELLER has a duty to represent the SELLER'S interest and will not be the Agent of the BUYER.  
563 Information given by the BUYER to an Agent of the SELER will be disclosed to the SELLER.
- 564 b. Agent for the BUYER has a duty to represent the BUYER'S interest and will not be an Agent of the SELLER.  
565 Information given by the SELLER to an Agent of the BUYER'S will be disclosed to the BUYER.
- 566 c. Transaction Broker is not an Agent for either party and does not advocate the interests of either party.
- 567 d. Disclosed Dual Agent (Available only in Missouri) is acting as an Agent for both the SELLER and the BUYER,  
568 and a separate Disclosed Dual Agency Amendment is required.

569  
570 **Agent generating the Contract is responsible for checking appropriate boxes on**  
571 **BOTH sides of Agency PRIOR TO THEIR CLIENT SIGNING.**

<p>572 <b>Licensee assisting Seller is a:</b> <i>(Check appropriate box(es))</i></p> <p>573</p> <p>574 <input type="checkbox"/> SELLER'S Agent</p> <p>575 <input type="checkbox"/> Designated SELLER'S Agent (In Kansas, 576 Supervising Broker acts as a Transaction Broker)</p> <p>577 <input type="checkbox"/> Transaction Broker and SELLER agrees, if applicable, 578 to sign a Transaction Broker Addendum. SELLER 579 is not being represented.</p> <p>580 <input type="checkbox"/> Disclosed Dual Agent and SELLER agrees to sign a 581 Disclosed Dual Agency Amendment. (Missouri only)</p> <p>582 <input type="checkbox"/> BUYER'S Agent</p> <p>583 <input type="checkbox"/> Designated BUYER'S Agent (In Kansas, 584 Supervising Broker acts as Transaction Broker)</p> <p>585 <input type="checkbox"/> Subagent</p> <p>586 <input type="checkbox"/> SELLER is not being represented.</p>	<p>572 <b>Licensee assisting Buyer is a:</b> <i>(Check appropriate box(es))</i></p> <p>573</p> <p>574 <input type="checkbox"/> BUYER'S Agent</p> <p>575 <input type="checkbox"/> Designated BUYER'S Agent (In Kansas, 576 Supervising Broker acts as a Transaction Broker)</p> <p>577 <input type="checkbox"/> Transaction Broker and BUYER agrees, if applicable, 578 to sign a Transaction Broker Addendum. BUYER 579 is not being represented.</p> <p>580 <input type="checkbox"/> Disclosed Dual Agent and BUYER agrees to sign a 581 Disclosed Dual Agency Amendment. (Missouri Only)</p> <p>582 <input type="checkbox"/> SELLER'S Agent</p> <p>583 <input type="checkbox"/> Designated SELLER'S Agent (In Kansas, 584 Supervising Broker acts as a Transaction Broker)</p> <p>585 <input type="checkbox"/> Subagent of the SELLER</p> <p>586 <input type="checkbox"/> BUYER is not being represented.</p>
--	---

587

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

592

593 **Brokers are compensated by:**  SELLER and/or  BUYER

594

595 **The signatures below only apply to the Brokerage Relationship Disclosure.**

596

_____ Licensee assisting Seller	DATE	_____ Licensee assisting Buyer	DATE
_____ SELLER	DATE	_____ BUYER	DATE
_____ SELLER	DATE	_____ BUYER	DATE

597

598

599

600

601

602

603

604

605

606 **TERMS AND CONDITIONS**

607

608 **21. EARNEST MONEY AND ADDITIONAL DEPOSITS.**

609

610 **a. Delivery.** SELLER may cancel Contract by written notice if Earnest Money and Additional Deposits are not  
611 received by Listing Broker or Escrow Agent as specified in this Contract.

612

613 **b. Deposit.** Earnest Money and Additional Deposits will be deposited into an insured account by the specified  
614 Listing Broker/Escrow Agent within five (5) business days (Kansas Property) or ten (10) banking days  
615 (Missouri Property) of the Effective Date. All parties agree that Listing Broker/Escrow Agent will retain any  
616 interest earned on escrowed funds.

617

618 **c. Cancellation of Contract.** If this Contract is terminated by the express provisions of this Contract or by either  
619 party pursuant to a right expressly given in this Contract, the Earnest Money and Additional Deposits will be  
620 returned to BUYER, and neither party will have any further rights or obligations under this Contract, except as  
621 otherwise stated in this Contract.

622

623 Notwithstanding any other terms of this Contract providing for the forfeiture or refund of Earnest Money and  
624 Additional Deposits, the parties understand neither the Listing Broker nor the Escrow Agent can distribute the  
625 Earnest Money and Additional Deposits without the written consent of all parties to this Contract unless  
626 permitted to do so by applicable state laws.

627

628 If BUYER and SELLER are unable to agree in writing upon the disposition of the Earnest Money and  
629 Additional Deposits or any other funds, Listing Broker or Escrow Agent may commence an inter-pleader or  
630 similar proceeding and BUYER and SELLER authorize Listing Broker or Escrow Agent to pay all funds to the  
631 Clerk of the Court for disposition as the Court may direct.

632

633 BUYER and SELLER agree Listing Broker or Escrow Agent will be entitled to reimbursement of its costs  
634 incurred in connection with the inter-pleader or similar proceeding including without limitation, reasonable  
635 attorney fees and expenses.

636

637 BUYER and SELLER agree, in the absence of a dispute or written consent to distribution, the failure by either  
638 to respond in writing to a certified letter from Listing Broker or Escrow Agent within seven (7) calendar days (if  
639 Kansas Property)/fifteen (15) calendar days (if Missouri Property) of receipt thereof or failure to make written  
640 demand for return or forfeiture of the Earnest Money and Additional Deposits within thirty (30) calendar days  
641 (if Kansas Property)/sixty (60) calendar days (if Missouri Property) of notice of cancellation of this Contract will  
642 constitute consent to distribution of the Earnest Money and Additional Deposits as suggested in such certified  
643 letter.

644

645 All parties acknowledge any Earnest Deposit funds that remain in the Listing Broker or Escrow Agent's  
646 account for over one (1) year (if Missouri Property)/five (5) years (if Kansas Property) may be sent to the  
647 respective states as requested or required by law.

648

649 **22. TAXES, PRORATIONS AND SPECIAL ASSESSMENTS.** All general/state/county/school and municipal real  
650 estate taxes, homeowner's association dues and fees, special assessments, interest on existing Loans to be  
651 assumed by BUYER, and any other contractual obligations of SELLER to be assumed by BUYER for years prior  
652 to the current calendar year will be paid by SELLER.

653

654 **a.** Any of the preceding items which become due and accrue during the calendar year in which SELLER'S  
655 warranty deed is delivered (including rents, if applicable) will be prorated between the parties as of the Closing  
656 Date and, for all years thereafter, to the extent permitted by applicable law, will be assumed and paid by the  
657 BUYER. BUYER acknowledges that the Property may be subject to a special assessment, fee, or located in  
658 an improvement district. BUYER acknowledges this disclosure is required by Kansas law, and may be found  
659 in the Seller's Disclosure and Condition of Property Addendum or a separate document, if applicable.

--

 Initials **SELLER and BUYER acknowledge they have read this page** Initials 

--

  
SELLER | SELLER BUYER | BUYER

660 b. If the actual amount of any item, other than taxes for the current year, cannot be ascertained from the public  
661 record, the amount of the item for the preceding year will be used for the current year's amount. If the actual  
662 amount of taxes for the current calendar year cannot be determined, it will be estimated by using the current  
663 year's appraised value, if available from the county taxing authority,  
664 and last year's mill levy. If appraised value is not available, the Contract Purchase Price will be used with last  
665 year's mill levy. BUYER and SELLER agree to accept such prorations as final and release each other,  
666 Broker(s), Agent(s), and Closing Agent(s) from any liability for any increase or decrease in actual taxes due.  
667

668 In Missouri, reassessment takes place in odd-numbered years. Missouri transactions closing in odd-  
669 numbered years are subject to the process in the preceding paragraph. Missouri transactions closing in  
670 even-numbered years will be prorated based upon the preceding year's tax amount.  
671

672 **23. EVIDENCE OF TITLE.** SELLER agrees to provide and pay for an owner's title insurance policy in the amount  
673 of the Purchase Price insuring marketable fee simple title in BUYER, subject to the Permitted Exceptions and  
674 with the exception of any liens, encumbrances or other matters affecting title to the Property created by BUYER  
675 or arising by virtue of BUYER's activities or ownership.  
676

677 Within a reasonable time after the Effective Date, but prior to the Closing Date (the "Commitment Delivery  
678 Date"), SELLER agrees, at SELLER's expense, to deliver to BUYER a title insurance commitment from a  
679 company authorized to insure titles in the state where the Property is located, setting forth its requirements to  
680 issue an owner's title policy and mortgage policy, if applicable.  
681

682 Unless there is a defect in title to the Property that is not corrected prior to the Closing Date, BUYER may not  
683 object to untimely delivery of the title commitment. The title commitment will commit to insure marketable fee  
684 simple title in the BUYER upon the recording of the deed or other document of conveyance. Title to the  
685 Property will be subject to the conditions in this Contract and to customary covenants, declarations, restrictions,  
686 zoning laws, easements, party wall agreements, special assessments, and community contracts of record as of  
687 the date of recording the deed or other document of conveyance (the "Permitted Exceptions").  
688

689 BUYER will have a reasonable time after receipt of the title commitment (the "Objection Period") to notify  
690 SELLER in writing of any valid objections to title to the Property. SELLER will then make a good faith effort to  
691 remedy the defects in title. If SELLER is not able to remedy the title defects before the Closing Date, BUYER  
692 may elect to waive the objections, extend the Closing Date a reasonable time for the SELLER to remedy the  
693 defects, or cancel this Contract by written notice.  
694

695 If the time between the Effective Date and the Closing Date is short, both the Commitment Delivery Date and  
696 the Objection Period will be as soon as reasonably possible, but no later than the Closing Date.  
697

698 **24. EXPIRATION.** This offer will expire on \_\_\_\_\_ (five (5) days if left blank), at \_\_\_\_\_  
699 o'clock \_\_\_\_m. (5:00 p.m. if left blank) unless accepted or withdrawn before expiration.

Initials	<i>SELLER and BUYER acknowledge they have read this page</i>	Initials
SELLER   SELLER		BUYER   BUYER

700 CAREFULLY READ THE TERMS HEREOF BEFORE SIGNING.  
701 WHEN SIGNED BY ALL PARTIES, THIS DOCUMENT BECOMES PART OF A LEGALLY BINDING CONTRACT.  
702 IF NOT UNDERSTOOD, CONSULT AN ATTORNEY BEFORE SIGNING.  
703

704 SELLER hereby authorizes Closing Agent to obtain payoff information from SELLER'S Lender(s).  
705

706 BUYER and SELLER hereby specifically permit the Brokerage(s) assisting in the transaction to obtain and  
707 retain copies of both BUYER'S and SELLER'S Closing Statements.  
708

709  Signatures not required, see Counter Offer Addendum.  
710

711	_____	_____	_____	_____
712	<b>SELLER</b>	<b>DATE</b>	<b>BUYER</b>	<b>DATE</b>
713	_____	_____	_____	_____
714	_____	_____	_____	_____
715	<b>SELLER</b>	<b>DATE</b>	<b>BUYER</b>	<b>DATE</b>
716	_____	_____	_____	_____
717	_____	_____	_____	_____
718	BROKERAGE	(Please Print)	BROKERAGE	(Please Print)
719	_____	_____	_____	_____
720	_____	_____	_____	_____
721	ADDRESS		ADDRESS	
722	_____	_____	_____	_____
723	_____	_____	_____	_____
724	Name of Licensee assisting Seller	(Please Print)	Name of Licensee assisting Buyer	(Please Print)
725	_____	_____	_____	_____
726	_____ / _____		_____ / _____	
727	Listing Licensee's Contact #	Brokerage Contact #	Selling Licensee's Contact #	Brokerage Contact #
728	_____	_____	_____	_____
729	_____	_____	_____	_____
730	Listing Licensee's Email Address		Selling Licensee's Email Address	
731	_____		_____	
732	_____		_____	

733 **FORM CERTIFICATION: (TO BE SIGNED BY LICENSEE PREPARING THIS FORM)**

734 The undersigned Licensee assisted in completing the blanks in the foregoing form and confirms, to the best of his/her  
735 knowledge, that the printed form contains the language approved by Counsel for the Kansas City Regional  
736 Association of REALTORS®. The undersigned Licensee further confirms no additions or deletions to the approved  
737 language have been made, except such changes as may appear hereon made by hand or computer generation and  
738 signed and/or initialed by the party submitting this offer. Licensee's signature below is not an opinion as to the legal  
739 validity or meaning of any provisions contained in this form, but merely confirms, to the best of the Licensee's  
740 knowledge, no changes have been made to the approved form.  
741

742  
743 By: \_\_\_\_\_  
744 Licensee Preparing Form  
745

746  
747 **CERTIFICATION OF REJECTION: (TO BE COMPLETED ONLY UPON SELLER'S REJECTION OF OFFER)**

748 Listing Licensee acknowledges receipt of this offer and has made a presentation to SELLER on  
749 \_\_\_\_\_ for SELLER'S consideration.  
750

751 DATE TIME

752  
753 By: \_\_\_\_\_  
754 Licensee assisting SELLER

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 August 2022. All previous versions of this document may no longer be valid. Copyright January 2023.