



**NEW HOMES SALE CONTRACT**  
**(Not to be used as a Cost Plus Contract**  
**Or Construction to Perm Financing Contract)**

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

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

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

8  
 9  **Bank-Owned Property (check if applicable):** If the real property is bank-owned and the titled owner of  
 10 record is not known at the Effective Date of this Contract, BUYER and SELLER agree the name of the SELLER  
 11 is amended to as it is stated in the Deed at Closing and is incorporated herein by reference and in any  
 12 amendments and addenda. SELLER warrants it has full authority to sign and perform on this Contract on behalf  
 13 of the titled owner of record.  
 14

15 **PROPERTY, CONSTRUCTION, ADDENDA, DESCRIPTIONS AND CONDITIONS**

16  
 17 **1. PROPERTY.** In consideration of the mutual promises and covenants herein contained, and subject to the  
 18 conditions herein set forth, SELLER hereby sells and BUYER hereby purchases the following described real  
 19 estate (the Property), upon which there is to be constructed or completed a dwelling unit (the Home):  
 20  
 21

22 **Street Address** \_\_\_\_\_ **City** \_\_\_\_\_ **State** \_\_\_\_\_ **Zip** \_\_\_\_\_  
 23  
 24 **County** \_\_\_\_\_  
 25

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

- 29  
 30 **2. CONSTRUCTION OF HOME.** SELLER will complete construction of the Home as indicated below.  
 31 **(Check applicable boxes)**  
 32  
 33 a.  The plans and specifications (if available) prepared by \_\_\_\_\_,  
 34 number \_\_\_\_\_, last dated \_\_\_\_\_, or:  
 35  Plans (the "Plans")  Specifications  Drawings  Allowance sheets  
 36  
 37 b.  Substantially the same specifications, standards and materials as for the model or existing dwelling  
 38 unit located at \_\_\_\_\_  
 39 (excluding: optional features, wallpaper, window treatments, decorative features and furnishings)  
 40 except as modified in separate specification and allowance addendum.  
 41  
 42 c.  Plans and drawings are not applicable (BUYER is purchasing an existing or completed home.  
 43 Subsurface Conditions paragraph is not applicable).  
 44  
 45 d. BUYER has been informed that under Missouri law BUYER has the right to choose whether BUYER  
 46 wishes to have a fire sprinkler system installed in the residence at BUYER'S expense.  
 47 BUYER chooses:  
 48  
 49  To have a fire sprinkler system installed  
 50  NOT to have a fire sprinkler system installed

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

51 e. **Additional Terms and Conditions, if any.** \_\_\_\_\_  
52 \_\_\_\_\_  
53 \_\_\_\_\_  
54 \_\_\_\_\_  
55 \_\_\_\_\_  
56 \_\_\_\_\_

57 **3. ADDENDA/ENTIRE CONTRACT.** This contract, together with the addenda listed below and attached,  
58 constitute the entire agreement (the "Contract") between the parties and supersedes all prior agreements, if  
59 any, oral or written, with regard to the Property. This Contract may only be amended, supplemented or  
60 terminated by written instrument executed by the parties. If a party's consent is required under this Contract,  
61 such party will not unreasonably withhold or delay consent. Change Orders may be signed by one of the  
62 BUYERS.

63 The following are attached or have been provided to BUYER and are a part of this Contract.

64 **(Check applicable boxes)**

- |  |                                      |
|--|--------------------------------------|
| <input type="checkbox"/> Contingency for Sale of Buyer's Property Add. | <input type="checkbox"/> Other _____ |
| <input type="checkbox"/> Plans, Specifications and/or Exhibits         | <input type="checkbox"/> Other _____ |
| <input type="checkbox"/> Homeowner's Association Documents             | <input type="checkbox"/> Other _____ |
| <input type="checkbox"/> Covenants/Restrictions                        | <input type="checkbox"/> Other _____ |
| <input type="checkbox"/> Pricing Calculation Addendum                  | <input type="checkbox"/> Other _____ |
| <input type="checkbox"/> Allowances Addendum                           | <input type="checkbox"/> Other _____ |
| <input type="checkbox"/> Kansas Energy Efficiency Disclosure           | <input type="checkbox"/> Other _____ |
| <input type="checkbox"/> Other _____                                   | <input type="checkbox"/> Other _____ |

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76 **4. DESCRIPTIONS AND CONDITIONS.**

77  
78 **a. Assignment.** This Contract may not be assigned by either SELLER or BUYER without the prior written  
79 consent of the other.

80  
81 This Contract will be binding on the parties hereto, and their respective heirs, personal representatives,  
82 successors and permitted assigns.

83  
84 This Contract will be constructed, governed and enforced pursuant to the laws of the state where the  
85 Property is located.

86  
87 **b. Parties.** This is a Contract between SELLER and BUYER. If SELLER or BUYER constitutes two or more  
88 persons, the terms "SELLER" or "BUYER" will be construed to read "SELLERS" or "BUYERS" whenever  
89 the sense of the Contract requires.

90  
91 Unless identified as SELLER or BUYER, Listing Broker and any Cooperating Broker and their Agents  
92 (collectively referred to as "Broker") and any Escrow or Closing Agent are acting as Agents only and are  
93 not parties to this Contract.

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

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

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- SELLER and/or BUYER is a licensed real estate broker or salesperson.  
(Check applicable boxes)
- SELLER licensed in:  MO  KS  Other \_\_\_\_\_
- BUYER licensed in:  MO  KS  Other \_\_\_\_\_
- Licensee assisting SELLER is an immediate family member of: (check applicable boxes)
- SELLER  BUYER
- Licensee assisting BUYER is an immediate family member of: (check applicable boxes)
- SELLER  BUYER

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

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

**d. Representations.** It is acknowledged that Broker and any Escrow Agent are acting as agents only and are not responsible to either party for the performance of any term or condition of this Contract or for damages for non-performance thereof.

BUYER acknowledges that the display homes, including, without limitation, the furnishings, appliances, finish, landscaping and other items therein are for display purposes only and may not be included in this Contract.

The developer of the subdivision in which the Property is located is not a party to this Contract and will not be responsible or liable for the performance or non-performance hereof.

**e. Effective Date.** The **Effective Date** will be the date of final acceptance by the last party to sign this **Contract** or a **Counter Offer Addendum**.

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

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

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

**5. SUBSURFACE CONDITIONS.** It is understood this paragraph refers to subsurface conditions not visibly apparent and would not be part of normal excavation. It is recommended BUYER obtain any tests pertaining to subsurface conditions to further reduce the likelihood of unexpected expenses. BUYER will pay the cost of all such inspections.

The Purchase Price herein stated is predicated upon no rock or shale being encountered while excavating or ditching, or any condition below the surface of the ground presenting problems due to the presence of springs or other water streams, unstable soil, expansive soil on the Property. In the event any such conditions are encountered, SELLER agrees to notify BUYER immediately, in writing, of said conditions and the additional costs necessary to correct said conditions. SELLER'S allowance for excavating (included in Purchase Price) \$ \_\_\_\_\_.

Additional out-of-pocket costs in excess of SELLER'S allowance will be paid as follows: BUYER will pay the first \$ \_\_\_\_\_ and SELLER will pay the next \$ \_\_\_\_\_. SELLER will provide written documentation of any such overages. Any additional overages will be handled as the following: \_\_\_\_\_% paid by BUYER and \_\_\_\_\_% paid by SELLER (split 50/50 if left blank).

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

159 6. **SITE PREPARATION.** It is understood that this paragraph refers to the expenses incurred to adapt this home  
160 to this specific site which shall include but not be limited to: tree removal, retaining walls, fill material & hauling,  
161 developer requirements (such as roof, siding, landscaping, etc.), walkout and daylight basement conditions,  
162 additional foundation expenses, utility installations, grading, drainage, city sidewalks, oversized driveways, etc.

163  
164 SELLER has reviewed the engineered site plan prior to construction and has built in a site preparation  
165 allowance of \$\_\_\_\_\_ (included in Purchase Price).

166  
167 If actual costs for said Site Preparation exceed SELLER'S allowance will be paid as follows: BUYER will pay  
168 the first \$\_\_\_\_\_ and SELLER will pay the next \$\_\_\_\_\_. Seller will provide written documentation of  
169 any such overages. Any additional overages will be handled as follows: \_\_\_\_\_% paid by BUYER and  
170 \_\_\_\_\_% paid by SELLER (split 50/50 if left blank).

171  
172 7. **PLANS AND CHANGE ORDERS.** BUYERS may request in writing, on SELLER'S Change Order form, certain  
173 additions, deletions, substitutions or revisions to the Plans, and, if agreed to by BUYER and SELLER, provisions  
174 of this Contract will apply thereto with the same effect as if embodied in the original Plans. **The Change Order**  
175 **form should identify all changes and any delays in the Closing Date, if any.**

176  
177 Changes will be accounted for in the Change Order Form by either amending the Purchase Price or a Cash  
178 Payment for such changes if any; **cash payments will be NON-REFUNDABLE.**

179  
180 **No verbal Change Order requests will be made by BUYER. BUYER agrees not to give any Change**  
181 **Orders directly to any subcontractors or suppliers of SELLER without SELLER'S prior written consent.**

182  
183 8. **MATERIALS.** Materials, including allowances, selected by BUYER for the Home must be obtained from  
184 SELLER'S existing supplier, be available for immediate installation, and be installed by SELLER, or his  
185 employees, agents, contractors or subcontractors. Any deviation must be mutually approved by BUYER and  
186 SELLER through written Change Orders.

187  
188 BUYER will make selections in writing on SELLER'S form of any optional color, style or material offered by  
189 SELLER and at the time and place designated by SELLER.

190  
191 If BUYER fails to make all required selections within ten (10) calendar days after SELLER'S request therefore,  
192 SELLER may make selections consistent with the plans and specifications.

193  
194 9. **ALLOWANCES, ADJUSTMENTS AND OVERAGES.** It is understood and agreed that in the event BUYER  
195 exceeds SELLER'S allowances, overages will be paid directly to SELLER or supplier at the time of selection by  
196 BUYER and will not be refundable to BUYER unless SELLER fails to close in accordance with the terms of this  
197 Contract.

198  
199 In the event BUYER'S selections are less than SELLER'S allowances, BUYER may apply the difference to  
200 another allowance or receive credit at Closing, if permitted by BUYER'S Lender. It is understood by BUYER  
201 that landscaping allowance may not be credited and landscaping must be installed.

202  
203 10. **DECLARATIONS.** BUYER understands that title to the Property will be subject to any Homeowner's Association  
204 Declarations and/or Restrictions.

205  
206 11. **PLACEMENT OF IMPROVEMENTS.** After consultation with BUYER, SELLER reserves the right to make the  
207 final decision of placement of the Home on the lot, the height of the driveway, the number of steps to the Home,  
208 garage and from the driveway to the front stoop.

209  
210 The final decision on the placement of the Home on the lot, exterior paint/stucco colors of the Home, as well as  
211 certain building materials and other matters affecting construction is reserved for the Homeowner's  
212 Association and/or developer's approval. Such declarations and their provisions will not be a basis for objections  
213 to title.

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

214 **12. DRAINAGE.** Unless otherwise expressly provided in the Plans, the Purchase Price includes a drainage system  
215 consisting solely of grading of the Property in accordance with the overall approved grading plans for the  
216 development and installation of gutters, down spouts and splash blocks.  
217

218 If any other grading, drains or other installations become necessary for the Property to drain properly (even  
219 after Closing) or if grading in accordance with the developer's plans is impractical or ineffective due to grading  
220 of adjacent properties by other parties, SELLER will notify BUYER of any such conditions. If this occurs prior to  
221 Closing, the Purchase Price will automatically increase by the amount of SELLER'S additional out-of-pocket  
222 costs incurred in connection therewith or, if after Closing, BUYER will pay such additional costs.  
223

224 **13. CHANGES IN GOVERNMENT REQUIREMENTS.** The Purchase Price is predicated upon a continuation after  
225 the Effective Date of this Contract of the currently applicable building codes and the enforcement policies  
226 thereunder, permitting requirements and fees (including but not limited to required government financing fees),  
227 and similar government and utility requirements.  
228

229 In the event any change in such matters becomes effective after the Effective Date of this Contract and the  
230 change affects the costs for the Home, SELLER will notify BUYER and the Purchase Price will automatically  
231 increase or decrease by the amount of SELLER'S additional out-of-pocket costs incurred in connection  
232 therewith.  
233

234 **14. WARRANTY AND SERVICE PROGRAMS.** SELLER will assign over to BUYER any warranties given to  
235 SELLER by suppliers of appliances, machinery, equipment, plants, sod, trees, etc. incorporated into  
236 the Property.  
237

238 **SELLER will make no warranties other than the express limited warranties specifically set forth or**  
239 **referenced in this contract.**  
240

241 SELLER disclaims, and BUYER knowingly, with full awareness of the consequences thereof, and as a result  
242 of the negotiations and discussions with SELLER resulting in this contract, waives any and all warranties  
243 express or implied, that are not expressly set forth or referenced in this contract, including, without limitation,  
244 any implied warranty of habitability, of merchantability, or of fitness for a particular purpose.  
245

246 The specific limited warranties set forth or referenced in this contract do not cover personal injury, damage  
247 to personal property or consequential damages (unless otherwise required by state law).  
248

249 BUYER acknowledges that Broker has not made any representations or warranties with respect to the  
250 Property.  
251

252 Notwithstanding the provisions of any warranty to the contrary, BUYER agrees not to expect or demand  
253 perfection and SELLER will not be liable or responsible for or obligated to repair or replace:  
254

- 255 a. Minor imperfections in work performed or in materials supplied, which BUYER hereby acknowledges are  
256 normal and expected, or defects which are the result of characteristics of the materials when properly used;
- 257 b. Shrinkage or movement cracks in woodwork, doors and hardwood floors (BUYER recognizes that wood by  
258 its very nature will expand and contract);
- 259 c. Yellowing or other discoloration of materials caused by sunlight, lack of sunlight, cleaning products or other  
260 causes;
- 261 d. Disintegration of concrete or other materials, or color differentials in concrete caused by weather or use of  
262 salt, chemicals or other substances;
- 263 e. Any workmanship performed or materials supplied:
  - 264 1. By any third party with whom BUYER instructs SELLER to Contract with and with whom SELLER  
265 would not otherwise Contract;
  - 266 2. By BUYER or anyone engaged by BUYER (excluding SELLER);
  - 267 3. In accordance with any plans supplied or required by BUYER and not approved by SELLER; or
  - 268 4. In accordance with the standards of residential construction in the area in which the Property is  
269 located;
- 270 f. Any septic tank systems, hot tubs or swimming pools and related installations;

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



- 271 g. Any defects to the extent caused or made worse by:
  - 272 1. The negligence, improper maintenance, abuse or improper operation by anyone other than
  - 273 SELLER or its employees, agents, suppliers or subcontractors;
  - 274 2. The failure of BUYER to perform general maintenance or to properly care for the Property, including
  - 275 without limitation, maintenance of proper humidity levels;
  - 276 3. The failure of BUYER to give notice to SELLER of the defect within a reasonable time after
  - 277 discovery by BUYER; or
  - 278 4. Any additions or alterations made by anyone other than SELLER or its employees, agents,
  - 279 suppliers or subcontractors;
- 280 h. Normal wear and tear or normal deterioration;
- 281 i. Damage from insects, pets, accidents, fire, explosion, smoke, lightning and other casualty losses or acts of
- 282 God or damage caused in any way by the elements; and
- 283 j. Sinking or shifting of land untouched by SELLER or due to causes beyond SELLER'S reasonable control;
- 284 k. SELLER does not guarantee the life of sod, trees or shrubs planted by SELLER against damage caused
- 285 by weather, nor against unsatisfactory growth due to inadequate watering or cultivation by BUYER or
- 286 against other causes beyond SELLER'S control. Precautions will be taken to protect existing trees, but
- 287 SELLER neither guarantees their life or removal in the event they subsequently die.

288  
 289 **SELLER WARRANTIES.** BUYER and SELLER are cautioned that some loan programs (typically, but not limited  
 290 to, FHA, VA loans) have specific performance standards for a new home warranty. These standards must be  
 291 satisfied for the loan to be approved by the lender. BUYER and SELLER are advised to confirm that the identified  
 292 new home warranty checked below satisfies lender requirements, if any.

293  
 294 For Missouri properties only: Under Missouri law, in the event BUYER is offered and accepts in this Contract an  
 295 express warranty by SELLER or through a third party warranty company paid for by SELLER, BUYER  
 296 understands: THIS CONTRACT, MERCHANDISE AND PROPERTY CONVEYED UNDER THIS CONTRACT  
 297 AND THE TRANSACTION BETWEEN THE SELLER AND BUYER IS EXCLUDED FROM COVERAGE UNDER  
 298 THE MERCHANDISING PRACTICES ACT, SECTIONS 407.010 TO 407.130, REVISED STATUTES OF  
 299 MISSOURI.

300  
 301 **(Check Applicable Box(es) Below)**

- 302  
 303  **A. LIMITED ONE YEAR WARRANTY.** SELLER warrants the Property for a period of one (1) year  
 304 from the Closing Date, against structural and mechanical defects brought to SELLER'S attention  
 305 in writing within that time. SELLER, at its expense, will make all repairs and replacements of any  
 306 nature or description to the Property, interior or exterior, structural or non-structural, as will  
 307 become necessary by reason of faulty workmanship or materials which are brought to SELLER'S  
 308 attention in writing within one (1) year after the Closing Date.

309  
 310 The choice between repair and replacement will be solely that of the SELLER. SELLER will NOT  
 311 be liable or responsible for, or obligated to repair or correct, any workmanship performed or  
 312 materials supplied by BUYER, or performed by anyone other than SELLER or his employees,  
 313 agents, contractors or subcontractors, or for any defects in the Property to the extent caused or  
 314 made worse by negligence, improper maintenance, or improper operation by anyone other than  
 315 SELLER, his employees, agents, contractors or subcontractors.

316  
 317 The express written warranties provided in this paragraph and otherwise contained in this  
 318 Contract are in lieu of any implied warranties, including, without limitation, those of habitability,  
 319 fitness for a particular purpose or merchantability.

- 320  
 321  Service provided by SELLER or  THIRD PARTY PROVIDER \_\_\_\_\_.
- 322  
 323  **SELLER has no written warranty service policy or procedure. SELLER must be**  
 324 **contacted within one (1) year of Closing Date and advised of eligible call back items.**  
 325 **SELLER will schedule with BUYER for repairs at a mutually agreed time.**

	Initials	<b>SELLER and BUYER acknowledge they have read this page</b>	Initials				
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**B. SELLER WRITTEN LIMITED WARRANTY PROGRAM.** The Property, including the Property to be constructed thereon, is covered by SELLER'S Limited Warranty (the "Limited Warranty"), a copy of which will be provided prior to:

(Check one)  signing of Contract, or  Closing.

The Limited Warranty contains the sole express warranty provided by SELLER to BUYER.

Service provided by  SELLER or  THIRD PARTY PROVIDER \_\_\_\_\_.

**C. INSURED LIMITED HOME WARRANTY PLAN.** The Limited Warranty Plan provided by \_\_\_\_\_ will be provided no later than Closing.  
(Vendor)

**D. EXTENDED LIMITED MECHANICAL EQUIPMENT WARRANTY/SERVICE PLAN.**

BUYER  SELLER agrees to purchase from \_\_\_\_\_ at a cost not to exceed \$ \_\_\_\_\_ an Extended Limited Warranty Plan with said sum to be paid at time of Closing.

The Limited Extended Warranty Plan is a limited service Contract covering repair or replacement of certain working components on the Property, as described in the plan, subject to a per claim deductible. BUYER has been given a copy of the application for the warranty plan, and agrees that Broker may receive a fee from the warranty company.

**E. THIS PROPERTY DOES NOT HAVE A LIMITED HOME WARRANTY.**

**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.**

**15. ESCROW OF INCOMPLETE ITEMS.** Any incomplete items (excluding any title deficiencies, warranty, orientation tour items or remedial items) required to be completed prior to Closing will be listed along with their respective costs, as determined by SELLER, and deducted from SELLER'S proceeds along with any amounts required to be held in escrow in excess of the allowance and held in escrow. Escrow funds for each completed item listed will be released to SELLER in accordance with the terms of the escrow agreement.

BUYER and SELLER agree to execute an escrow agreement at Closing in a form satisfactory to SELLER, BUYER, Lender and the escrow agent. In the event an escrow is required as a result of BUYER'S request for delay in the installation of landscaping, sod, sprinkler system, fencing or other exterior amenities, BUYER agrees that any amounts required to be held in escrow in excess of the allowances provided in this Contract will be deposited by BUYER, and that any inspection or re-inspection fees for said items will be paid by BUYER. In the event an escrow is required as a result of SELLER'S request for delay, any inspection or re-inspection fees will be paid by SELLER.

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

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

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

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

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

- 384 **b. Earnest Money** in the amount of ..... \$ ..... (b)  
 385 in the form of: *(Check one)*  
 386  Check/Electronic Funds Transfer/ACH  Other \_\_\_\_\_  
 387  
 388 Deposited with: \_\_\_\_\_  
 389  
 390 BUYER acknowledges that funds payable to and held by SELLER **WILL NOT** be held  
 391 subject to the terms of the Earnest Money and Additional Deposits paragraph and may  
 392 not be refundable. *(Check one)*:  
 393  NON-REFUNDABLE  REFUNDABLE  
 394
- 395 **c. Lot Reservation Deposit** in the amount of ..... \$ ..... (c)  
 396 Transferred/Assigned to: \_\_\_\_\_  
 397 in the form of: *(Check one)*  
 398  Check/Electronic Funds Transfer/ACH  Other \_\_\_\_\_  
 399 from Lot Sale Contract or Lot Reservation Agreement dated \_\_\_\_\_  
 400 *(Check one)*  
 401  NON-REFUNDABLE  REFUNDABLE  
 402
- 403 **d. Additional Earnest Money** in the amount of (ZERO (\$0) if left blank) ..... \$ ..... (d)  
 404 in the form of: *(Check one)*  
 405  Check/Electronic Funds Transfer/ACH  Other \_\_\_\_\_  
 406 will be delivered on or before: \_\_\_\_\_  
 407 *(Check one)*  
 408  NON-REFUNDABLE  REFUNDABLE  
 409  
 410 Deposited with: \_\_\_\_\_  
 411  
 412 BUYER acknowledges that funds payable to and held by SELLER **WILL NOT** be held  
 413 subject to the terms of the Earnest Money and Additional Deposits paragraph and may  
 414 not be refundable.  
 415
- 416 **e. Additional Earnest Money** in the amount of (ZERO (\$0) if left blank) ..... \$ ..... (e)  
 417 in the form of: *(Check one)*  
 418  Check/Electronic Funds Transfer/ACH  Other \_\_\_\_\_  
 419 will be delivered on or before: \_\_\_\_\_  
 420 *(Check one)*  
 421  NON-REFUNDABLE  REFUNDABLE  
 422  
 423 Deposited with: \_\_\_\_\_  
 424  
 425 BUYER acknowledges that funds payable to and held by SELLER **WILL NOT** be held  
 426 subject to the terms of the Earnest Money and Additional Deposits paragraph and may  
 427 not be refundable.  
 428
- 429 **f. Other Deposits** as defined in attached Addendum ..... \$ ..... (f)  
 430
- 431 **g. Total Amount Financed** (Zero (\$0) if Cash Sale)  
 432 (not including financed mortgage insurance premiums,  
 433 or Closing Costs, if any). ..... \$ ..... (g)  
 434
- 435 **h. Approximate amount due from BUYER at time of Closing,**  
 436 excluding adjustments, prorations, primary and additional  
 437 financing as set forth in Financial Terms, Closing costs,  
 438 and/or prepaid expense, if any. Said amount to be in the  
 439 form of **CERTIFIED FUNDS** on the date of Closing. .... \$ ..... (h)  
 440  Includes Lender(s) approved down payment assistance.

--	--

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

--	--

SELLER | SELLER

BUYER | BUYER



441 The words "NON-REFUNDABLE" when used in connection with a payment and/or deposit made or to be  
442 made by BUYER, unless otherwise expressly stated, will mean that the BUYER will NOT be entitled to a  
443 return of the payment and/or deposit under any circumstances, except when SELLER fails to perform on  
444 the contract.  
445

446 i. **TOTAL ADDITIONAL SELLER EXPENSES (Each line \$0 if left blank).**

447  
448 1. Additional SELLER paid costs. In addition to any other costs SELLER  
449 agreed to pay herein, SELLER agrees to pay other allowable Closing  
450 costs permitted by Lender(s) and/or prepaid items for BUYER, not  
451 to exceed: ..... \$ \_\_\_\_\_  
452

453 2. **Costs Not Payable by BUYER.** Some lending programs may prohibit  
454 a BUYER from paying certain closing-related costs. SELLER agrees to  
455 pay all costs associated with obtaining the BUYER'S loan(s) which  
456 the program rules will not permit the BUYER to pay, not to exceed:.....\$ \_\_\_\_\_  
457

458 **TOTAL ADDITIONAL SELLER EXPENSES NOT TO EXCEED:.....\$ \_\_\_\_\_**

459  
460 j. **OTHER FINANCING COSTS.**

461  
462 1. **Loan Costs.** BUYER agrees to pay all customary costs necessary to obtain the Loan(s) (including  
463 but not limited to, origination fees, discounts or buy-downs) unless otherwise agreed.

464  
465 2. **Private Mortgage Insurance (PMI).** BUYER will pay any up front PMI premium and annual renewal  
466 premiums or will finance the PMI as a part of the Loan(s), if required by Lender(s).

467  
468 3. **FHA Mortgage Insurance (MIP).** BUYER will pay any up front MIP premium and annual renewal  
469 premiums or will finance MIP as a part of the Loan(s).

470  
471 4. **VA Funding Fee** as required by Lender(s) will be paid at Closing by the BUYER or financed as part  
472 of the Loan(s).

473  
474 5. **USDA Funding Fee** as required by Lender(s) will be paid at Closing by the BUYER or financed  
475 as part of the Loan(s).

476  
477 6. **Flood Insurance.** BUYER agrees to pay for flood insurance if required by Lender.  
478

479 17. **CLOSING AND POSSESSION.** On or before \_\_\_\_\_ (Closing Date), SELLER will execute and  
480 deliver into escrow with the title company(s) or other Closing Agent(s), a general warranty deed (or special  
481 warranty deed or fiduciary deed, if SELLER is a corporation, association, financial institution or fiduciary) and  
482 all other documents and funds necessary to satisfy SELLER'S obligations under this Contract.

483  
484 On or before the Closing Date, BUYER will execute and deliver into escrow with the title company(s) or other  
485 Closing Agent(s), all documents (including note(s), mortgage(s)/deed(s) of trust, and any other documents  
486 required by BUYER'S Lender(s), if BUYER is obtaining financing) and funds (including Loan proceeds, if  
487 BUYER is obtaining financing) necessary to satisfy BUYER'S obligations under this Contract.  
488

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

491  
492 When all documents and funds have been executed and delivered into escrow with the title company(s) or other  
493 Closing Agent(s), the Closing will be completed. SELLER will deliver possession of the Property to BUYER on  
494 \_\_\_\_\_ at \_\_\_\_\_ o'clock \_\_\_\_\_. m., (if left blank, **Possession** will be 5:00 P.M. on the  
495 **Closing Date**).

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

496 BUYER must not occupy the Property or place personal property in or on it prior to completion of the  
497 Closing and disbursement or availability of SELLER'S proceeds, if any, unless otherwise agreed upon in  
498 writing by the BUYER and the SELLER.  
499

500 18. APPRAISED VALUE CONTINGENCY. Notwithstanding any other terms of this contract BUYER may within  
501 \_\_\_\_\_ calendar days (thirty (30) days if left blank) from the Effective Date of this contract obtain at the BUYER  
502 EXPENSE, a PRELIMINARY APPRAISAL of the Property by an independent licensed appraiser.  
503

504 BUYER is aware that some additional upgrades/ overages/ change orders added during construction may  
505 not be recognized by the appraiser as adding real value and therefore may cause a discrepancy between  
506 the PRELIMINARY and FINAL APPRAISAL. **If BUYER'S Lender(s) will not increase the BUYER'S Loan**  
507 **Amount to account for the said discrepancy, BUYER understands that a cash payment will be**  
508 **required either at the time of the change order or closing to account for the difference between the**  
509 **PRELIMINARY and FINAL Appraisal.**  
510

511 If repairs/requirements are contained in Lender(s) appraisal, SELLER agrees to pay an amount not to  
512 exceed \$\_\_\_\_\_ (zero (0) if left blank) to remedy the repairs/requirements. BUYER will notify SELLER in  
513 writing of the repairs/requirements at the earliest convenience, but prior to final walk-through. Appraisal  
514 and/or Lender(s) requirements will not include any changes for which BUYER has agreed to be responsible  
515 elsewhere in the Contract.  
516

517 19. SALE CONTINGENCY. (Check applicable box)  
518

- 519  This Contract is **NOT** contingent upon the sale and Closing of a BUYER'S Property.  
520  
521  This Contract **IS** contingent upon the sale and Closing of a BUYER'S Property and a **Contingency**  
522 **For Sale and/or Closing of a Buyer's Property Addendum is attached.**  
523

524 20. FINANCIAL TERMS.  
525

- 526  **THIS IS A CASH SALE.** BUYER must provide written verification of funds within \_\_\_\_ calendar days  
527 (five (5) days if left blank), after the Effective Date, which are sufficient to complete the Closing on this  
528 Contract.  
529  
530  **THIS IS A FINANCED SALE.** This Contract is contingent upon BUYER obtaining the financing  
531 described in this paragraph.  
532

533 BUYER may obtain Loan(s) different from those described herein provided that the terms of the Loan(s) do  
534 not result in additional costs to SELLER, delay the Closing Date, or change the Loan approval time frame.  
535 These changes must be agreed in writing, by both parties, within five (5) calendar days of BUYER'S  
536 knowledge and no later than \_\_\_\_ calendar days before Closing Date (fifteen (15) days if left blank).  
537

538 BUYER and SELLER are hereby informed that any changes to the terms below after the Effective Date of  
539 the Contract have the potential to delay Closing and/or change costs due to federal regulations.  
540

541 a. **Type of Financing.** Loan(s) will be  owner-occupied Loan(s) or  investment Loan(s).  
542

543 b. **Loan Types/Terms.** BUYER will obtain a Loan(s) upon the following terms:  
544

Type:	Primary Loan	Secondary Loan
Conventional	<input type="checkbox"/>	<input type="checkbox"/>
FHA	<input type="checkbox"/>	<input type="checkbox"/>
VA	<input type="checkbox"/>	<input type="checkbox"/>
USDA	<input type="checkbox"/>	<input type="checkbox"/>
Other _____	<input type="checkbox"/>	<input type="checkbox"/>

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

551 **Interest Rate:**  
 552 Fixed Rate    
 553 Adjustable Rate    
 554 Interest Only    
 555 Other \_\_\_\_\_    
 556  
 557 **Amortization Period** \_\_\_\_\_ years \_\_\_\_\_ years  
 558 **Principal Amount or LTV** \_\_\_\_\_ \_\_\_\_\_

560 All Loan amounts will include financed mortgage insurance premiums or VA funding fee, if any, according  
 561 to the provisions described herein (the "Loan"). The Loan(s) will be secured by a mortgage/deed of trust  
 562 on the Property or as otherwise required by Lender(s), and repayable in monthly installments.  
 563

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

- 566 1. Primary Loan  interest rate not exceeding \_\_\_\_\_% per annum or  
 567  the prevailing rate at Closing  
 568  
 569 2. Secondary Loan  interest rate not exceeding \_\_\_\_\_% per annum or  
 570  the prevailing rate at Closing  
 571

572 BUYER has the option to "lock in" the foregoing interest rate or to "float" the interest rate.  
 573

574 If BUYER locks in a rate, BUYER agrees to accept the "locked" rate and terms even if different than those  
 575 stated above. If BUYER floats the rate, BUYER agrees to accept the rate and terms available from  
 576 BUYER'S Lender(s) for which BUYER qualifies at Closing.  
 577

578 **d. Loan Application(s).** BUYER agrees to authorize Lender(s) to perform all required services (credit  
 579 report, appraisal, etc.), pay the fees required by Lender(s), and provide Lender(s) with all information  
 580 requested within \_\_\_\_\_ calendar days (fifteen (15) days if left blank) after Effective Date.  
 581

582  **BUYER IS PRE-APPROVED** (See attached Lender(s) letter(s).) BUYER has submitted information  
 583 to \_\_\_\_\_ "Lender(s)") who has checked BUYER'S  
 584 credit and indicated that BUYER can qualify for a Loan(s) in an amount equal to or greater than the  
 585 Loan(s) contemplated in this Contract, subject to satisfactory appraisal of the Property and any other  
 586 conditions set forth in the attached Lender(s) letter(s). The pre-approval must indicate that the  
 587 BUYER'S credit is acceptable to Lender(s) and indicate whether or not the pre-approval is subject to  
 588 the sale and Closing of the BUYER'S current Property.  
 589

590  **BUYER IS NOT PRE-APPROVED.** Within \_\_\_\_\_ calendar days (five (5) days if left blank)  
 591 after the Effective Date of this Contract, BUYER will complete a written application.  
 592

593 **SELLER is aware that pre-approval is not a guarantee that BUYER will receive Lender(s) Loan**  
 594 **approval(s).**  
 595

596 **e. Loan Approval(s).** BUYER agrees to make a good faith effort to obtain a commitment for the Loan(s)  
 597 within \_\_\_\_\_ calendar days (forty-five (45) days if left blank) from the Effective Date of this Contract  
 598 or within \_\_\_\_\_ calendar days (five (5) days if left blank) prior to the Closing Date, whichever is earlier  
 599 (the "Loan Approval Period").  
 600

601 If BUYER is unable to obtain a commitment for the Loan(s) within the Loan Approval Period, SELLER  
 602 may cancel this Contract by written notice.  
 603

604 Upon written evidence of rejection provided by BUYER'S Lender(s), BUYER or SELLER may cancel this  
 605 contract by written notice.  
 606

607 In either case, BUYER'S Earnest Money will be subject to the provisions of the Earnest Money and  
 608 Additional Deposits paragraph of the Contract.

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

609 f. It is recommended that homeowner's insurance availability be ascertained during the Loan approval  
610 process.  
611

612 **CONSTRUCTION, CONDITION, MAINTENANCE AND INSPECTIONS OF THE PROPERTY**  
613

614 **21. SPECIAL HEALTH CONDITIONS.** If BUYER or other proposed occupants of the Residence have any health  
615 and/or medical conditions (such as, without limitation, physical disabilities limiting mobility, and allergies or  
616 sensitivities to dust or natural, biological or synthetic materials) that require revisions to the Plans and/or the use  
617 of non-standard construction materials, practices or techniques, BUYER must notify SELLER in writing  
618 specifying such conditions and the revisions to the Plans and/or non-standard construction materials, practices  
619 or techniques that are required.

620  
621 A written notice from BUYER must be given to SELLER within \_\_\_\_ calendar days (seven (7) days if left  
622 blank) after the Effective Date. If BUYER fails to give such written notice to SELLER within the seven (7) day  
623 period, or if BUYER and SELLER agree not to adjust the Plans or construction materials, practices or  
624 techniques due to the additional cost thereof or otherwise, SELLER shall have no liability or responsibility to  
625 BUYER or other occupant for any injury, illness or damage (direct, indirect, special or consequential) for the  
626 failure of the specified adjustments or other work to be adequate or effective with respect to any health and/or  
627 medical condition.  
628

629 To the extent not already reflected in the Purchase Price, the Purchase Price shall automatically increase  
630 by 115% of the amount of SELLER'S additional out-of-pocket costs incurred in connection with the specified  
631 changes in the Plans and any such non-standard construction materials, techniques or practices, and  
632 BUYER shall pay to SELLER, within five (5) calendar days, such additional amount of Non-Refundable  
633 Deposit in connection therewith as may be specified by SELLER to BUYER.  
634

635 **22. COMMENCEMENT OR CONTINUATION OF CONSTRUCTION.** SELLER will not be required to commence  
636 or, if already commenced, continue on site construction of the Home until BUYER has satisfied or BUYER and  
637 SELLER have agreed to waive the Financing Conditions and/or the Condition for the Sale of BUYER'S Property,  
638 if any, checked in the Addenda/Entire Contract paragraph of this Contract.  
639

640 **IF BUYER DESIRES CONSTRUCTION ON THE HOME TO COMMENCE OR, IF ALREADY COMMENCED**  
641 **TO CONTINUE CONSTRUCTION PRIOR TO SATISFACTION OR WAIVER OF THE FINANCING**  
642 **CONDITIONS OR CONDITION FOR THE SALE OF BUYER'S PROPERTY, IF ANY, THEN BY SIGNING**  
643 **THIS PARAGRAPH, BUYER AGREES THAT ALL EARNEST MONEY AND ADDITIONAL DEPOSITS WILL**  
644 **BE NON-REFUNDABLE, UNLESS PROHIBITED BY LAW, EVEN IF BUYER IS UNABLE TO OBTAIN THE**  
645 **LOAN DESCRIBED IN FINANCE TERMS OF THIS CONTRACT OR UNABLE TO SELL BUYER'S EXISTING**  
646 **PROPERTY AS SPECIFIED IN THIS CONTRACT OR LOAN DESCRIBED IN THE FINANCE TERMS OF**  
647 **THIS CONTRACT, IF SELLER HAS PERFORMED UNDER THE TERMS AND CONDITIONS OF THIS**  
648 **CONTRACT.**  
649

650 The signatures below only apply to the Commencement or Continuation of Construction Paragraph.  
651

652  
653  
654 \_\_\_\_\_ BUYER \_\_\_\_\_ DATE

655  
656  
657 By \_\_\_\_\_  
658 **OWNER/OFFICER/PARTNER TITLE DATE BUYER DATE**  
659

660  
661 **23. DELAYS AND EXTENSION OF CLOSING.** If completion of construction is delayed due to weather, strikes,  
662 acts of God, Change Orders, BUYER delays or other conditions over which SELLER has no control, regardless  
663 of any other provision of this Contract, Closing and Possession will be extended for that period of time caused  
664 by any such delay in construction.  
665

666 SELLER will promptly provide written notice to BUYER identifying length of time and cause of delay. With notice,  
667 BUYER assumes responsibility of notifying Lender(s) of said delay. Normal scheduling of subcontractors and  
668 employees is a responsibility of SELLER.  
669

670 **24. RELEASE AND INDEMNIFICATION.** BUYER understands that the Lot will be a construction site and it will be  
671 dangerous for BUYER and guests to be at the site. BUYER may visit and inspect the work during its progress  
672 but must not interfere with the work being conducted or place themselves at risk of injury.  
673

674 BUYER hereby releases and agrees to indemnify and hold SELLER, all Licensees and their employees  
675 harmless from and against any and all liabilities, damages, costs and expenses (including reasonable attorneys'  
676 fees) arising from any actual or claimed bodily or property damage or injury of whatever kind or character  
677 (including death) suffered or sustained by BUYER or by any of his agents, servants, employees or guests  
678 (including children) in connection with any labor performed by BUYER or by any of his agents, servants,  
679 employees or guests (including children) in the construction of the Residence or during any time that any of the  
680 foregoing may be present on the Property during construction.  
681

682 **25. UTILITIES.** SELLER agrees to leave any utilities on which have been turned on until the date of possession,  
683 unless otherwise specifically stated in this Contract.  
684

685 **26. INSURANCE AND LIABILITY.** SELLER must maintain SELLER'S risk property insurance respecting the  
686 Property through the Closing Date in an amount equal to the full insurable value thereof, liability insurance, and  
687 such other insurance coverage, including, without limitation, workers' compensation coverage, as SELLER may  
688 deem necessary or appropriate or as may be required by law.  
689

690 If BUYER directly engages another contractor or a subcontractor to perform additional work on the Property  
691 (which must always require SELLER'S consent), BUYER must cause such other party to provide SELLER with  
692 written evidence of satisfactory worker's compensation and liability insurance coverage prior to such other  
693 party performing work on the Property. In the event damages are caused by the BUYER'S contractor or  
694 subcontractor, the cost to repair is at the BUYER'S expense.  
695

696 If the damage or destruction is due to the gross negligence or willful misconduct of BUYER or BUYER'S other  
697 contractors, the cost to repair is at BUYER'S expense or SELLER will have the right to terminate this Contract,  
698 in which case SELLER will be entitled to retain the deposit.  
699

700 **27. CASUALTY LOSS.** In the event of damage or destruction to the Property prior to Closing, this Contract will  
701 remain in full force and effect and SELLER will proceed to reconstruct, repair and complete the Home as soon  
702 as reasonably possible and the Closing Date will be delayed accordingly provided repairs will not extend Closing  
703 Date beyond thirty (30) calendar days.  
704

705 If Closing extends beyond thirty (30) calendar days, BUYER may cancel the Contract and all Earnest Money  
706 paid to an Escrow Agent, Broker or directly to SELLER will be returned to BUYER unless otherwise provided in  
707 the Contract and this Contract will be null and void.  
708

709 **28. SURVEY.** BUYER may, at BUYER'S expense, obtain a "Staked Survey" of the Property no later than \_\_\_\_\_  
710 calendar days (ten (10) days if left blank) prior to the Closing Date to assure there are no defects,  
711 encroachments, overlaps, boundary line or acreage disputes, or other such matters that would be disclosed  
712 by a survey.  
713

714 BUYER acknowledges a Mortgage Inspection Report or "Loan Survey" may be required by a lending  
715 institution and is not a "Staked Survey". A title insurance company typically requires a "Staked Survey" in  
716 order to provide survey coverage to the BUYER.  
717

718 Within five (5) calendar days of BUYER'S receipt of Survey, BUYER must notify SELLER of any  
719 encroachments of any improvements upon, from, or onto the Property or any building setback line, property  
720 line, or easement, which encroachment will be deemed to be a title defect. SELLER must remedy such  
721 defects as are susceptible of being remedied prior to the Closing Date. If SELLER does not remedy the  
722 defects in title, BUYER will have one of the following options:  
723

- 724 a. Completing this purchase and accepting the title that SELLER is able to convey without adjustment in the  
725 Purchase Price; or
- 726
- 727 b. Cancelling this Contract by written notice. BUYER'S Earnest Money will be subject to the provisions of  
728 the Earnest Money and Additional Deposits paragraph of the Contract.

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



729 **29. INSPECTIONS.** BUYER may, at BUYER'S expense, have an **independent, qualified inspector(s)** conduct  
730 inspections on the Property. Any and all inspections must be completed at least five (5) calendar days before  
731 Closing and written reports delivered to SELLER prior to final walk through.  
732

733 The BUYER and SELLER agree that this Contract is not subject to an initially satisfactory report, but is subject  
734 to the SELLER performing acceptable corrections as required by the report **to meet applicable local**  
735 **residential building code requirements.** Any deficiencies indicated must be accompanied by a report by a  
736 qualified inspector stating such deficiencies as well as recommended remedial action.  
737

738 **30. WOOD-DESTROYING INSECT INSPECTION.** If BUYER'S Lender(s) requires a wood-destroying insect  
739 inspection report, BUYER will be solely responsible for arranging and paying for said inspection and the cost  
740 of the treatment, if required.  
741

**If BUYER is prohibited by Lender(s) from paying the costs, then the costs will be paid by SELLER.**  
743 The responsible party will provide the inspection report to Lender(s) thirty (30) calendar days prior to Closing  
744 Date and will provide notice of treatment to BUYER and Lender(s) prior to Closing Date.  
745

746 **31. NEW HOME ORIENTATION/WALK-THROUGH.** SELLER and/or Seller's Representative and BUYER and/or  
747 Licensee assisting Buyer may do an orientation tour of the Property prior to Closing Date. Agreed upon items  
748 from this tour will be completed by SELLER (**Check one**):  By Closing or  within \_\_\_\_\_ calendar  
749 days following the Closing Date, weather permitting, and with scheduling cooperation from BUYER.  
750

751 **DEFAULTS AND REMEDIES**

752  
753 **32. DEFAULTS AND REMEDIES.** SELLER or BUYER will be in default under this Contract if either fails to comply  
754 with any material covenant, agreement, or obligation within the time limits required by this Contract. Following  
755 a default by either SELLER or BUYER under this Contract, the other party will have the following remedies,  
756 subject to the provisions of Earnest Money and Additional Deposits paragraph of this Contract.  
757

**If SELLER defaults, BUYER may;**

- a. Specifically enforce this Contract and recover damages suffered by BUYER as a result of the delay in the acquisition of the Property; or
- b. Terminate this Contract by written notice to SELLER and, at BUYER'S option, pursue any remedy and damages available at law or in equity. If BUYER elects to terminate this Contract, the Earnest Money will be returned to BUYER unless otherwise provided in this Contract.

**If BUYER defaults, SELLER may;**

- a. Specifically enforce this Contract and recover damages suffered by SELLER as a result of the delay in the sale of the Property; or
- b. Terminate this Contract by written notice to BUYER and, at SELLER'S option, either retain the Earnest Money as liquidated damages as SELLER'S sole remedy (the parties recognizing that it would be extremely difficult to ascertain the extent of actual damages caused by BUYER'S breach, and that the Earnest Money represents as fair an approximation of such actual damages as the parties can now determine) as provided in this Contract.

776 In any legal action to enforce rights under this Contract, the prevailing party is entitled to reimbursement of  
777 all reasonable attorney fees, court costs, and other related legal expenses incurred in connection with such  
778 legal action.  
779

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

781  
782 **33. RADON, MICROBIALS AND OTHER ENVIRONMENTAL POLLUTANTS.**  
783  
784 a. **Radon.** Every BUYER of residential real property is notified the Property may present exposure to  
785 dangerous concentrations of indoor radon gas that may place occupants at risk of developing radon-  
786 induced lung cancer.

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

787 Radon, a class-A human carcinogen, is the leading cause of lung cancer in non-smokers and the second  
788 leading cause overall. Kansas law requires SELLER to disclose any information known to SELLER that  
789 shows elevated concentrations of radon gas in residential real property.  
790

791 The Kansas Department of Health and Environment recommends all homebuyers have an indoor radon  
792 test performed prior to purchasing or taking occupancy of residential real property. All testing for radon  
793 should be conducted by a radon measurement technician. Elevated radon concentrations can be easily  
794 reduced by a radon mitigation technician.  
795

796 For additional information, please go to <http://www.kansasradonprogram.org> or in Missouri a national  
797 source for radon information is <http://www.epa.gov/radon>.  
798

799 **b. Microbials and Other Environmental Pollutants.** BUYER acknowledges mold, fungi, bacteria and  
800 other microbials commonly exist in homes and will exist in the Property as a result of rain, humidity and  
801 other moisture in the Property and on materials during the normal construction process and as a result  
802 of the use of wood and other materials that commonly have mold, fungi, bacteria and other microbials at  
803 the time of delivery to the job site. BUYER has the opportunity to become informed about microbials and  
804 other environmental pollutants, and the potential health risks of microbials and other environmental  
805 pollutants.  
806

- 807 1. The SELLER and Licensee assisting the SELLER and/or the BUYER do not claim or possess any  
808 special expertise in the measurement or reduction of radon, microbials or other environmental  
809 pollutants, nor have they provided any advice to BUYER as to acceptable levels or possible health  
810 hazards of radon, microbials or other environmental pollutants.  
811
- 812 2. There can be no assurance that any existing systems, devices or methods incorporated into the  
813 Property for the purpose of reducing radon, microbials or other environmental pollutant levels will be  
814 effective and SELLER has no responsibility for the operation, maintenance or effectiveness of such  
815 systems, devices and methods.  
816

817 **34. CRIMINAL OFFENDERS.** In Missouri and Kansas, law requires persons who are convicted of certain crimes,  
818 including certain sexually violent crimes, to register with the Sheriff of the county in which they reside. If you,  
819 as the BUYER, desire information regarding those registrants, you may find information on the homepage of  
820 the Kansas Bureau of Investigation (KBI) at <http://www.Kansas.gov/kbi> or by contacting the local Sheriff's  
821 office in Kansas. In Missouri, you may find information on the homepage of the Missouri State Highway Patrol  
822 <https://www.mshp.dps.missouri.gov/CJ38/searchRegistry.jsp> or BUYER should contact the Sheriff of the  
823 county in which the Property is located.  
824

825 **35. FRANCHISE DISCLOSURE.** Although one or more of the Brokers may be a member of a franchise, the  
826 franchisor is not responsible for the acts of said Broker(s).  
827

828 **36. RIGHT TO REPAIR. Both Kansas and Missouri law contain important requirements BUYER must follow**  
829 **before BUYER may file a lawsuit for defective construction against the contractor who constructed**  
830 **BUYER'S home. These laws should be reviewed in detail before a claim is made.**  
831

832 **a. Kansas –** Fifteen (15) calendar days before BUYER files a lawsuit, BUYER must deliver to the contractor  
833 a written notice of any construction conditions BUYER alleges are defective and provide contractor the  
834 opportunity to make an offer to repair or pay for the defects.  
835

836 BUYER is not obligated to accept any offer made by the contractor. There are strict deadlines and  
837 procedures under state law, and failure to follow them may affect BUYER'S ability to file a lawsuit.  
838

839 **b. Missouri -** Homeowners are required to inform the builder of any flaws in writing and wait fourteen (14)  
840 calendar days for the builder to respond with plans to inspect the problems, schedule repairs, or settle or  
841 reject the claim.  
842

843 **Only after following these rules are homeowners allowed to file lawsuits; otherwise, their cases**  
844 **will be dismissed.**

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

845 **37. BROKERAGE RELATIONSHIP DISCLOSURE.**

846

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

850

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

854

855 Licensee acting in the capacity of:

856

- 857 a. Agent for the SELLER has a duty to represent the SELLER'S interest and will not be the Agent of the
- 858 BUYER. Information given by the BUYER to an Agent of the SELLER will be disclosed to the SELLER.
- 859 b. Agent for the BUYER has a duty to represent the BUYER'S interest and will not be an Agent of the
- 860 SELLER. Information given by the SELLER to an Agent of the BUYER will be disclosed to the BUYER.
- 861 c. Transaction Broker is not an Agent for either party and does not advocate the interests of either party.
- 862 d. Disclosed Dual Agent (Available only in Missouri.) is acting as an Agent for both the SELLER and the
- 863 BUYER, and a separate Disclosed Dual Agency Amendment is required.

864

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

867

<p>868 Licensee assisting Seller is a: (Check appropriate box(es))</p> <p>869 <input type="checkbox"/> SELLER'S Agent</p> <p>870 <input type="checkbox"/> Designated SELLER'S Agent (In Kansas,</p> <p>871 Supervising Broker acts as a Transaction Broker)</p> <p>872 <input type="checkbox"/> Transaction Broker and SELLER agrees, if applicable,</p> <p>873 To sign a Transaction Broker Addendum. SELLER is not</p> <p>874 being represented.</p> <p>875 <input type="checkbox"/> Disclosed Dual Agent and SELLER agrees to sign a</p> <p>876 Disclosed Dual Agency Amendment. (Missouri only)</p> <p>877 <input type="checkbox"/> BUYER'S Agent</p> <p>878 <input type="checkbox"/> Designated BUYER'S Agent (In Kansas,</p> <p>879 Supervising Broker acts as Transaction Broker)</p> <p>880 <input type="checkbox"/> Subagent</p> <p>881 <input type="checkbox"/> SELLER is not being represented.</p>	<p>868 Licensee assisting Buyer is a: (Check appropriate box(es))</p> <p>869 <input type="checkbox"/> BUYER'S Agent</p> <p>870 <input type="checkbox"/> Designated BUYER'S Agent (In Kansas,</p> <p>871 Supervising Broker acts as a Transaction Broker)</p> <p>872 <input type="checkbox"/> Transaction Broker and BUYER agrees, if applicable,</p> <p>873 to sign a Transaction Broker Addendum. BUYER is not</p> <p>874 being represented.</p> <p>875 <input type="checkbox"/> Disclosed Dual Agent and BUYER agrees to sign a</p> <p>876 Disclosed Dual Agency Amendment. (Missouri only)</p> <p>877 <input type="checkbox"/> SELLER'S Agent</p> <p>878 <input type="checkbox"/> Designated SELLER'S Agent (In Kansas,</p> <p>879 Supervising Broker acts as a Transaction Broker)</p> <p>880 <input type="checkbox"/> Subagent of the SELLER</p> <p>881 <input type="checkbox"/> BUYER is not being represented.</p>
--	---

882

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

887

888 Brokers are compensated by:  SELLER and/or  BUYER

889

890 The signatures below only apply to the Brokerage Relationship Disclosure.

891

892

893

894 _____	DATE	894 _____	DATE
895 Licensee assisting Seller		895 Licensee assisting Buyer	

896

897

898 _____		898 _____	DATE
899 SELLER/COMPANY NAME		899 BUYER	

899

900

901 By _____	TITLE	DATE	901 _____	DATE
902 OWNER/OFFICER/PARTNER			902 BUYER	

901

902

903 **TERMS AND CONDITIONS**

904  
905 **38. EARNEST MONEY AND ADDITIONAL DEPOSITS.**

- 906
- 907 a. **Delivery.** SELLER may cancel Contract by written notice if Earnest Money and Additional Deposits are
- 908 not received by Listing Broker or Escrow Agent as specified in this Contract.
- 909
- 910 b. **Deposit.** Earnest Money and Additional Deposits will be deposited into an insured account by the
- 911 specified Listing Broker/Escrow Agent within five (5) business days (Kansas Property) or ten (10) banking
- 912 days (Missouri Property) of the Effective Date. All parties agree that Listing Broker/Escrow Agent will
- 913 retain any interest earned on escrowed funds.
- 914
- 915 c. **Cancellation of Contract.** If this Contract is terminated by the express provisions of this Contract or by
- 916 either party pursuant to a right expressly given in this Contract, the Earnest Money and Additional
- 917 Deposits will be returned to BUYER, and neither party will have any further rights or obligations under
- 918 this Contract, except as otherwise stated in this Contract.
- 919

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

924  
925 If BUYER and SELLER are unable to agree in writing upon the disposition of the Earnest Money and  
926 Additional Deposits or any other funds, Listing Broker or Escrow Agent may commence an inter-pleader  
927 or similar proceeding and BUYER and SELLER authorize Listing Broker or Escrow Agent to pay all funds  
928 to the Clerk of the Court for disposition as the Court may direct.

929  
930 BUYER and SELLER agree Listing Broker or Escrow Agent will be entitled to reimbursement of its costs  
931 incurred in connection with the inter-pleader or similar proceeding including without limitation, reasonable  
932 attorney fees and expenses.

933  
934 BUYER and SELLER agree, in the absence of a dispute or written consent to distribution, the failure by  
935 either to respond in writing to a certified letter from Listing Broker or Escrow Agent within seven (7)  
936 calendar days (if Kansas Property)/fifteen (15) calendar days (if Missouri Property) of receipt thereof or  
937 failure to make written demand for return or forfeiture of the Earnest Money and Additional Deposits within  
938 thirty (30) calendar days (if Kansas Property)/sixty (60) calendar days (if Missouri Property) of notice of  
939 cancellation of this Contract will constitute consent to distribution of the Earnest Money and Additional  
940 Deposits as suggested in such certified letter.

941  
942 All parties acknowledge any Earnest Deposit funds that remain in the Listing Broker or Escrow Agent's  
943 account for over one (1) year (if Missouri Property)/five (5) years (if Kansas Property) may be sent to the  
944 respective states as requested or required by law.

945  
946 **39. FUNDS DEPOSITED WITH SELLER INCLUDING BUT NOT LIMITED TO EARNEST MONEY.** BUYER  
947 acknowledges that Broker will have no responsibility or liability to BUYER for any funds or deposits made by  
948 BUYER to anyone other than Broker, including, without limitation, any payments made directly to SELLER.  
949 Funds held by SELLER in all likelihood may be used by SELLER in the construction of the Home and will not  
950 be held in escrow.

--

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

--

SELLER | SELLER BUYER | BUYER

951 **40. TAXES, PRORATIONS AND SPECIAL ASSESSMENTS.** SELLER shall pay all taxes, general and special,  
952 and all installments of special assessments, against the Property which are due and payable on or before the  
953 Closing Date, and BUYER shall assume the payment of all such taxes and installments of special assessments  
954 becoming due and payable thereafter, except that all such taxes and installments of assessments becoming  
955 due and payable with respect to the calendar year in which the Closing Date occurs **will be prorated between**  
956 **SELLER and BUYER as of the Closing Date.** If the amount of such taxes and assessments cannot be  
957 ascertained by the Closing Date, proration shall be computed based upon the amount of taxes and  
958 assessments on the Property for the previous calendar year even though the Property may have had a lower  
959 assessed valuation or tax rate for such prior year. The foregoing provisions shall not require SELLER to pay in  
960 one lump sum any special assessment which SELLER may elect to pay in one lump sum or in  
961 installments. BUYER shall independently satisfy themselves as to the amount and duration of all special  
962 assessments.

963  
964 **In Missouri, reassessment takes place in odd-numbered years. Missouri transactions closing in odd-**  
965 **numbered years are subject to the process in the preceding paragraph. Missouri transactions closing**  
966 **in even-numbered years will be prorated based upon the preceding year's tax amount.**

967  
968 BUYER and SELLER agree to accept such prorations as final and release each other, Broker(s), Agent(s),  
969 and Closing Agent(s) from any liability for any increase or decrease in actual taxes due.

970  
971 **41. REASSESSMENT/CLASSIFICATION.** BUYER understands that the amount of taxes on the Property may  
972 change as a result of reassessment or classification, and the parties agree that neither SELLER nor the Broker  
973 will be responsible for any adjustment or payment of the taxes to either SELLER or BUYER as a result of  
974 reassessment or classification.

975  
976 **42. EVIDENCE OF TITLE.** SELLER agrees to provide and pay for an owner's title insurance policy in the amount  
977 of the Purchase Price insuring marketable fee simple title in BUYER, subject to the Permitted Exceptions and  
978 with the exception of any liens, encumbrances or other matters affecting title to the Property created by  
979 BUYER or arising by virtue of BUYER's activities or ownership.

980  
981 Within a reasonable time after the Effective Date, but prior to the Closing Date (the "Commitment Delivery  
982 Date"), SELLER agrees, at SELLER's expense, to deliver to BUYER a title insurance commitment from a  
983 company authorized to insure titles in the state where the Property is located, setting forth its requirements  
984 to issue an owner's title policy and mortgage policy, if applicable.

985  
986 Unless there is a defect in title to the Property that is not corrected prior to the Closing Date, BUYER may not  
987 object to untimely delivery of the title commitment. The title commitment will commit to insure marketable fee  
988 simple title in the BUYER upon the recording of the deed or other document of conveyance. Title to the  
989 Property will be subject to the conditions in this Contract and to customary covenants, declarations,  
990 restrictions, zoning laws, easements, party wall agreements, special assessments, and community contracts  
991 of record as of the date of recording the deed or other document of conveyance (the "Permitted Exceptions").

992  
993 BUYER will have a reasonable time after receipt of the title commitment (the "Objection Period") to notify  
994 SELLER in writing of any valid objections to title to the Property. SELLER will then make a good faith effort  
995 to remedy the defects in title. If SELLER is not able to remedy the title defects before the Closing Date,  
996 BUYER may elect to waive the objections, extend the Closing Date a reasonable time for the SELLER to  
997 remedy the defects, or cancel this Contract by written notice.

998  
999 If the time between the Effective Date and the Closing Date is short, both the Commitment Delivery Date and  
1000 the Objection Period will be as soon as reasonably possible, but no later than the Closing Date.

1001  
1002 **Mechanic's Lien Coverage.** The owner's title policy will also insure BUYER as of the date of recording of  
1003 the deed or other document of conveyance, against any lien, or right to a lien for services, labor or material  
1004 imposed by law and not shown by the public records. SELLER agrees to comply with the requirements of  
1005 the title company for issuance of this coverage. Any mechanic's lien or notice of intent filed during  
1006 construction and prior to Closing will not be deemed a defect in title unless the title insurance company will  
1007 not insure against loss therefrom.

SELLER	SELLER	Initials	<b>SELLER and BUYER acknowledge they have read this page</b>	Initials	BUYER	BUYER
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1008 If the Property is located in Missouri, the SELLER is required to post and record a "notice of intended sale",  
1009 as stated in Chapter 429 of the Missouri Revised Statutes, in order for BUYER to obtain Mechanic's Lien  
1010 Coverage. All parties are advised to consult with the title company regarding these requirements.  
1011

1012 **43. HOMEOWNER'S ASSOCIATION DUES.** BUYER acknowledges that Homeowner's Association dues are  
1013 currently authorized in the amount of \$\_\_\_\_\_per year, and are subject to adjustment at the sole  
1014 discretion of the Homeowner's Association (as provided for in the Homeowner's Association Declaration).  
1015 Homeowner's Association transfer/initiation/set-up fee in the amount of \$\_\_\_\_\_.  
1016

1017 **44. EXPIRATION.** This offer will expire on \_\_\_\_\_ (five (5) days if left blank), at \_\_\_\_\_  
1018 o'clock \_\_\_\_m. (5:00 p.m. if left blank) unless accepted or withdrawn before expiration.  
1019

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

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

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

Signatures not required, see Counter Offer Addendum.

1030  
1031  
1032  
1033 \_\_\_\_\_  
1034  
1035  
1036  
1037 **SELLER** **DATE** **BUYER** **DATE**  
1038

1039 \_\_\_\_\_  
1040 **SELLER** **DATE** **BUYER** **DATE**  
1041

1042 \_\_\_\_\_  
1043 **BROKERAGE** **BROKERAGE**  
1044

1045 \_\_\_\_\_  
1046 **ADDRESS** **ADDRESS**  
1047

1048 \_\_\_\_\_  
1049 **Name of Licensee assisting Seller (Please Print)** **Name of Licensee assisting Buyer (Please Print)**  
1050

1051 \_\_\_\_\_  
1052 **Listing Licensee's Contact # / Brokerage Contact #** **Selling Licensee's Contact # / Brokerage Contact #**  
1053

1054 \_\_\_\_\_  
1055 **Listing Licensee's Email Address** **Selling Licensee's Email Address**

1054 **FORM CERTIFICATION. (TO BE SIGNED BY LICENSEE PREPARING THIS FORM)**

1055  
1056 The undersigned Licensee assisted in completing the blanks in the foregoing form and confirms, to the best of  
1057 his/her knowledge, that the printed form contains the language approved by Counsel for the Kansas City Regional  
1058 Association of REALTORS®. The undersigned Licensee further confirms no additions or deletions to the  
1059 approved language have been made, except such changes as may appear hereon made by hand or computer  
1060 generation and signed and/or initialed by the party submitting this offer. Licensee's signature below is not an  
1061 opinion as to the legal validity or meaning of any provisions contained in this form, but merely confirms, to the  
1062 best of the Licensee's knowledge, no changes have been made to the approved form.

1063  
1064 By: \_\_\_\_\_  
1065 Licensee Preparing Form  
1066

1067  
1068 **CERTIFICATION OF REJECTION. (TO BE COMPLETED ONLY UPON SELLER'S REJECTION OF OFFER)**

1069 Listing Licensee acknowledges receipt of this offer and has made a presentation to SELLER on  
1070 \_\_\_\_\_ for SELLER'S consideration.

1071  
1072 DATE TIME  
1073  
1074 By: \_\_\_\_\_  
1075 Licensee assisting Seller  
1076

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.