



RESIDENTIAL 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 _____

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

14 **Improvements on the Property include a manufactured/mobile home.** (A manufactured/mobile home may
15 be considered personal property unless certain requirements have been met).
16

17 PROPERTY, ADDENDA, DESCRIPTIONS AND CONDITIONS

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

21
22 **Street Address** _____ **City** _____ **State** _____ **Zip** _____
23
24 **County** _____

25
26 **LEGAL DESCRIPTION.** (Legal description on SELLER'S vesting deed(s) to govern):
27 _____
28 _____
29 _____
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31 This Contract, including the Fixtures, Equipment and Appliances paragraph of the Seller's Disclosure and
32 Condition of Property Addendum ("Seller's Disclosure"), not the MLS, or other promotional material, provides for
33 what is included in the sale of the Property.
34

35 Items listed in the "Additional Inclusions" or "Exclusions" below supersede the Seller's Disclosure and the pre-
36 printed list below. If there are no "Additional Inclusions" or "Exclusions" listed, the Seller's Disclosure and the pre-
37 printed list below govern what is or is not included in the sale.
38

39 **IF THERE ARE DIFFERENCES BETWEEN THE SELLER'S DISCLOSURE AND THE PRE-PRINTED LIST**
40 **BELOW, THE SELLER'S DISCLOSURE GOVERNS. Unless modified by the Seller's Disclosure and/or the**
41 **"Additional Inclusions" and/or the "Exclusions", all existing improvements on the Property (if any) and**
42 **appurtenances, fixtures and equipment (which SELLER agrees to own free and clear) whether buried,**
43 **nailed, bolted, screwed, glued or otherwise permanently attached to the Property are expected to remain**
44 **with Property, including, but not limited to:**

- | | | |
|----|-------------------------------------|----------------------------------------|
| 45 | Attached shelves, racks, towel bars | Fireplace grates, screens, glass doors |
| 46 | Attached lighting | Mounted entertainment brackets |
| 47 | Attached floor coverings | Plumbing equipment and fixtures |
| 48 | Bathroom vanity mirrors, | Storm windows, doors, screens |
| 49 | attached or hung | Window blinds, curtains, coverings |
| 50 | Fences (including pet systems) | and window mounting components |
| 51 | | |

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

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a. **Electronic Systems and Components.** Upon closing SELLER agrees to reset to factory setting or provide codes and passwords for all electronic systems or components at the PROPERTY, including those components controlled remotely.

b. **Additional Inclusions.** The following items, if any, supersede the Seller's Disclosure and the pre-printed list before; **are** considered to be part of the Property, and **are** included in the sale: _____

c. **Exclusions.** The following items, if any, supersede the Seller's Disclosure and the pre-printed list before; **are not** considered to be part of the Property, and **are not** included in the sale: _____

d. **Additional Terms and Conditions, if any:** _____

e. **Limited Home Warranty. (Check One)**

- BUYER waives the opportunity for a home warranty.
- At a cost not to exceed \$ _____, (check one) SELLER BUYER agrees to purchase a home warranty plan from _____ (vendor) to be paid at Closing. A home warranty plan is a limited service contract covering repair or replacement of the working components of the Property for a minimum of one (1) year from the Closing Date subject to the terms and conditions of the individual plan with a per claim deductible of \$ _____.

The (check one) Licensee assisting SELLER Licensee assisting BUYER will be responsible for making arrangements for the home warranty plan, submitting required documentation for such to the Closing Agent prior to the Closing Date. Broker may receive a fee from the warranty company.

Home warranty plans may not cover pre-existing conditions and are not a substitute for inspections.

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

- | | |
|----------------------------------------------------------------------------------------------------|---------------------------------------|
| <input type="checkbox"/> Seller's Disclosure and Condition of Property Add. | <input type="checkbox"/> Other: _____ |
| <input type="checkbox"/> Lead Based Paint Disclosure Addendum | <input type="checkbox"/> Other: _____ |
| <input type="checkbox"/> Contingency for Sale and/or Closing Add. (see SALE CONTINGENCY paragraph) | <input type="checkbox"/> Other: _____ |
| <input type="checkbox"/> Other: _____ | <input type="checkbox"/> Other: _____ |
| <input type="checkbox"/> Other: _____ | <input type="checkbox"/> Other: _____ |

SELLER | SELLER

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

BUYER | BUYER

106 **3. DESCRIPTIONS AND CONDITIONS.**

107
108 **a. Effective Date.** The **Effective Date** will be the date of final acceptance by the last party to sign this
109 **Contract** or a **Counter Offer Addendum**.

110
111 **b. Seller's Disclosure Status.** SELLER confirms information contained in the Seller's Disclosure and Condition
112 of Property Addendum is current as of the Effective Date of the Contract. SELLER understands that the law
113 requires disclosure of any material defects, known to SELLER, in the Property to prospective Buyer(s) and
114 that failure to do so may result in civil liability for damages.

115
116 **c. Entire Agreement and Manner of Modifications.** This Contract and all attachments constitute the complete
117 agreement of the parties concerning the Property; supersede all previous agreements, and may be modified
118 or assigned only by a written agreement signed by all parties.

119
120 **d. Parties.** This is a Contract between SELLER and BUYER. If SELLER or BUYER constitutes two or more
121 persons, the terms "SELLER" or "BUYER" will be construed to read "SELLERS" or "BUYERS" whenever the
122 sense of the Contract requires.

123
124 Unless identified as SELLER or BUYER, Listing Broker and any Cooperating Broker and their Agents
125 (collectively referred to as "Broker") and any Escrow or Closing Agent are acting as Agents only and are not
126 parties to this Contract.

127
128 SELLER and BUYER acknowledge Broker may have a financial interest in third parties providing specialized
129 services required by this Contract including, but not limited to: Lender, title insurance company, Escrow Agent,
130 Closing Agent, warranty company, wood infestation/mechanical/structural or other inspectors and repair
131 personnel. SELLER and BUYER agree Broker will not be responsible for the conduct of third parties providing
132 specialized services whether those services were arranged by SELLER, BUYER, or Broker on behalf of
133 either.

134
135 SELLER and/or BUYER is a licensed real estate broker or salesperson. *(check applicable boxes)*
136 SELLER licensed in: MO KS Other _____
137 BUYER licensed in: MO KS Other _____

138
139 Licensee assisting SELLER is an immediate family member of: *(check applicable boxes)*
140 SELLER BUYER

141 Licensee assisting BUYER is an immediate family member of: *(check applicable boxes)*
142 SELLER BUYER

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

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

151
152 **f. Time is of the essence.** Time is of the essence in the performance of the obligations of the parties under this
153 Contract. With the exception of the terms "banking days" or "business days", as used herein, a "day" is
154 defined as a 24-hour calendar day, seven (7) days per week.

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

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

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

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PURCHASE PRICE, FINANCIAL TERMS AND CLOSING AND POSSESSION

4. **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.**

b. **Earnest Money** in the amount of \$ _____ (b)
in the form of: (*Check one*)
 Check/Electronic Funds Transfer/ACH Other _____

Deposited with: _____

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

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

Deposited with: _____

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

d. **Total Amount Financed by BUYER** (Zero (0) if Cash Sale) \$ _____ (d)
(not including financed mortgage insurance premiums,
VA Funding Fee or other closing costs, if any)

e. **Balance of Purchase Price to be paid in CERTIFIED FUNDS**
Purchase Price (less b, c & d of this paragraph) on or before Closing Date. \$ _____ (e)
 Includes Lender(s) approved down payment assistance.

f. **Total Additional Seller Expenses** (Each line ZERO (\$0) if left blank):

1. **Additional SELLER paid costs.** In addition to any other costs SELLER
agreed to pay herein, SELLER agrees to pay other allowable closing costs
permitted by Lender(s) and/or prepaid items for BUYER, not to exceed: \$ _____

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

TOTAL ADDITIONAL SELLER EXPENSES NOT TO EXCEED: \$ _____

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

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g. Other Financing Costs.

- 1. **Loan Costs.** BUYER agrees to pay all customary costs necessary to obtain the Loan(s) (including but not limited to, origination fees, discounts or buy-downs) unless otherwise agreed.
- 2. **Private Mortgage Insurance (PMI).** BUYER will pay any up front PMI premium and annual renewal premiums or will finance the PMI as a part of the Loan(s), if required by Lender(s).
- 3. **FHA Mortgage Insurance (MIP).** BUYER will pay any up front MIP premium and annual renewal premiums or will finance MIP as a part of the Loan(s).
- 4. **VA Funding Fee** as required by Lender(s) will be paid at Closing by the BUYER or financed as part of the Loan(s).
- 5. **USDA Funding Fee** as required by Lender(s) will be paid at Closing by the BUYER or financed as part of the Loan(s).
- 6. **Flood Insurance.** BUYER agrees to pay for flood insurance if required by Lender(s).

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

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

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

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

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

6. APPRAISED VALUE CONTINGENCY.

If Financing is being obtained, the appraisal must be completed within the Loan Approval Period.

If a cash sale, BUYER may within _____ calendar days from the Effective Date of this Contract (within the Inspection Period if left blank) obtain, at BUYER'S expense, an appraisal of the Property by an independent licensed appraiser.

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

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.

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

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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.

7. SALE CONTINGENCY. (Check applicable box)

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

8. FINANCIAL TERMS.

- THIS IS A CASH SALE.** BUYER must provide written verification of funds within ____ calendar days (five (5) days if left blank), after the Effective Date, 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 Date (fifteen (15) days if left blank). Any other changes must be communicated to SELLER in writing and include a pre-approval letter.

BUYER and SELLER are hereby informed 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. **Type of Financing.** Loan(s) will be owner-occupied Loan(s) or investment Loan(s).

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

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"/>
Interest Rate:		
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"/>
Amortization Period	_____ years	_____ years
Principal Amount or LTV	_____	_____

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

327 All Loan amounts will include financed mortgage insurance premiums or VA funding fee, if any, according to
328 the provisions described herein (the "Loan"). The Loan(s) will be secured by a mortgage/deed of trust on the
329 Property or as otherwise required by Lender(s), and repayable in monthly installments.
330

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

- 332
- 333 1. Primary Loan interest rate not exceeding _____% per annum or
334 the prevailing rate at closing
- 335
- 336 2. Secondary Loan interest rate not exceeding _____% per annum or
337 the prevailing rate at closing
338

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

340

341 If BUYER locks in a rate, BUYER agrees to accept the "locked" rate and terms even if different than those
342 stated above. If BUYER floats the rate, BUYER agrees to accept the rate and terms available from BUYER'S
343 Lender(s) for which BUYER qualifies at Closing.
344

345 **d. Loan Application(s).** BUYER agrees to authorize Lender(s) to perform all required services (credit report,
346 appraisal, etc.), pay the fees required by Lender(s), and provide Lender(s) with all information requested no
347 later than five (5) days after the Inspection Period ends.
348

349 **BUYER IS PRE-APPROVED** (See attached Lender(s) letter(s).) BUYER has submitted information to
350 _____(Lender(s)) who has checked
351 BUYER'S credit and indicated BUYER can qualify for a Loan(s) in an amount equal to or greater than
352 the Loan(s) contemplated in this Contract, subject to satisfactory appraisal of the Property and any
353 other conditions set forth in the attached Lender(s) letter(s). The pre-approval must indicate the
354 BUYER'S credit is acceptable to Lender(s) and indicate whether or not the pre-approval is subject to
355 the sale and Closing of the BUYER'S current property.
356

357 **BUYER IS NOT PRE-APPROVED.** Within _____ calendar days (five (5) days if left blank)
358 after the Effective Date of this Contract, BUYER will complete a written application.
359

360 **SELLER is aware that pre-approval is not a guarantee that BUYER will receive Lender(s) Loan**
361 **approval(s).**
362

363 **e. Loan Approval(s).** BUYER agrees to make a good faith effort to obtain a commitment for the Loan(s) within
364 _____ calendar days (forty-five (45) days if left blank) from the Effective Date of this Contract or within
365 _____ calendar days (five (5) days if left blank) prior to the Closing Date, whichever is earlier (the "Loan
366 Approval Period").
367

368 If BUYER is unable to obtain a commitment for the Loan(s) within the Loan Approval Period, SELLER may
369 cancel this Contract by written notice.
370

371 Upon written evidence of rejection provided by BUYER'S Lender(s), BUYER or SELLER may cancel this
372 Contract by written notice.
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374 In either case, BUYER'S Earnest Money will be subject to the provisions of the Earnest Money and Additional
375 Deposits paragraph of the Contract.
376

377 **f. Lender Appraisal Requirements.** In addition to any other costs or sums to be paid by SELLER pursuant to
378 this Contract, SELLER agrees to pay an amount not to exceed \$_____ (zero (0) if left blank) for
379 requirements contained in the Lender's appraisal and a copy of Lenders appraisal requirements will be
380 provided to SELLER. If any repairs are required, they will be performed in a workmanlike manner with good-
381 quality materials.

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

If appraisal and/or Lender(s) requirements exceed the amount in this blank and if SELLER and BUYER have not agreed in writing to a resolution of the excess appraisal and/or Lender(s) requirements prior to the Closing Date, or within the time period (no less than five (5) calendar days) specified in a written demand by either party, this Contract will be cancelled and disposition of 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

9. UTILITIES. SELLER agrees to leave all utilities on until the date of possession unless otherwise agreed.

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.

10. MAINTENANCE OF PROPERTY. SELLER will maintain the Property in its present condition and agrees to perform ordinary and necessary maintenance, upkeep and repair to the Property through the Possession Date.

SELLER must advise BUYER in writing of any substantial change in the condition of the Property prior to Closing.

Unless otherwise agreed in writing, SELLER must remove all possessions, trash and debris, and clean the Property, upon vacating or prior to delivery of Possession.

11. INSURANCE/CASUALTY LOSS. SELLER agrees to keep the Property insured until delivery of SELLER'S deed to BUYER.

BUYER and SELLER agree to consult with their respective insurance companies to ensure appropriate coverage during the time between completion of close and possession.

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

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

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

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

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

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

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

438 12. **SURVEY.** BUYER may, at BUYER'S expense, obtain a "Staked Survey" of the Property no later than _____
439 calendar days (ten (10) days if left blank) prior to the Closing Date to assure there are no defects, encroachments,
440 overlaps, boundary line or acreage disputes, or other such matters that would be disclosed by a survey.
441

442 BUYER acknowledges a Mortgage Inspection Report or "Loan Survey" may be required by a lending institution
443 and is not a "Staked Survey". A title insurance company typically requires a "Staked Survey" in order to provide
444 survey coverage to the BUYER.
445

446 Within five (5) calendar days of BUYER'S receipt of Survey, BUYER must notify SELLER of any encroachments
447 of any improvements upon, from, or onto the Property or any building setback line, property line, or easement,
448 which encroachment will be deemed to be a title defect. SELLER must remedy such defects as are susceptible of
449 being remedied prior to the Closing Date. If SELLER does not remedy the defects in title, BUYER will have one of
450 the following options:
451

- 452 a. Completing this purchase and accepting the title that SELLER is able to convey without adjustment in the
453 Purchase Price; or
454
- 455 b. Cancelling this Contract by written notice. BUYER'S Earnest Money will be subject to the provisions of the
456 Earnest Money and Additional Deposits paragraph of the Contract.
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458 13. **INSPECTIONS.** BUYER may, within _____ calendar days (ten (10) days if left blank) (the "Inspection Period")
459 after the Effective Date of this Contract, at BUYER'S expense, have property inspections by an **independent,**
460 **qualified inspector(s)** which may include, but are not limited to:
461

462 appliances, plumbing (including sewer line and septic system), electrical, heating system, central air conditioning,
463 fireplace, chimney, foundation, roof, siding, windows, doors, ceilings, floors, insulation, drainage, interior and
464 exterior components, any wall, decks, driveways, patios, sidewalks, fences, slabs, pest infestation, health and/or
465 environmental concerns (including lead based paint, mold, asbestos and radon) as provided below and in the
466 Additional Disclosures Including Those Mandated by State or Federal Law paragraph.
467

468 It is BUYER'S responsibility to perform due diligence and verify any information that BUYER considers to be
469 material to the purchase of the Property. If the Property is governed by a homeowner's association, it is
470 recommended that BUYER determine the HOA funds on hand for expenditures and funds allotted for specific
471 projects. Any information provided by the Broker(s) and its affiliated licensee(s) assisting in this transaction is for
472 information and marketing purposes only. BUYER shall complete all due diligence and verification of material
473 concerns during the Inspection Period.
474

- 475 a. **Property Insurability.** During the Inspection Period, it is recommended BUYER determine if Property is
476 insurable.
477
- 478 b. **Factors Affecting Inspections.** BUYER acknowledges such inspections may not identify deficiencies in
479 inaccessible areas of the Property and may be limited by weather conditions at the time of the inspection. It is
480 recommended BUYER check with Lender(s) and/or local government authority regarding septic inspection.
481
- 482 c. **Access to Property and Re-Inspections.** SELLER must provide BUYER reasonable access to the Property
483 to conduct the inspections, re-inspections, inspection of any corrective measures completed by SELLER
484 and/or final walk through prior to the Closing Date.
485
- 486 d. **Damages and Repairs.** BUYER will be responsible and pay for any damage to the Property resulting from
487 the inspection(s).
488
- 489 e. **Quality of Repairs.** SELLER agrees any corrective measures which SELLER performs pursuant to the
490 following provisions will be completed in a workmanlike manner with good-quality materials.

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

491 f. **Wood-Destroying Insects. SELLER AGREES TO PAY TO HAVE THE PROPERTY TREATED** for control
492 of infestation by wood-destroying insects if a written inspection report of a certified pest inspector reveals
493 evidence of active infestation, or evidence of past untreated infestation, or otherwise recommends treatment
494 in the main dwelling unit, or included additional structures identified below or on the Property within thirty (30)
495 feet of such unit or structure(s) (or as otherwise required by government regulations if BUYER is obtaining an
496 FHA/VA or other government program Loan(s)). BUYER will pay for any inspections requested by BUYER
497 and/or required by BUYER'S Lender(s).

498
499 **The inspection report must be delivered WITHIN THE INSPECTION PERIOD, or any treatment will be at**
500 **the BUYER'S expense.**

501
502 1. If treatment is required, SELLER will provide BUYER with a certificate evidencing treatment by a certified
503 pest inspector of SELLER'S choice, which certificate BUYER agrees to accept. Treatment will be
504 completed no earlier than ninety (90) calendar days prior to the Closing Date.

505
506 2. Additional structures to be included in the inspection are: _____
507 _____
508 _____

509
510 3. Any damage or repair issues related to wood-destroying insect infestations must be identified as
511 Unacceptable Conditions and addressed as set forth below.

512
513 g. **What If Buyer Does Not Conduct Inspections?** If BUYER does not conduct inspections, BUYER will have
514 waived any right to cancel or renegotiate this Contract pursuant to the inspection provisions.

515
516 h. **What is an Unacceptable Condition?** An Unacceptable Condition is any condition identified in a written
517 inspection report prepared by an independent qualified inspector(s) of BUYER'S choice, which condition is
518 unacceptable to BUYER and not otherwise excluded in this Contract.

519
520 i. **What If Buyer Does Not Give Timely Notice Of Unacceptable Conditions?** If BUYER conducts
521 inspections but fails to notify SELLER of Unacceptable Conditions prior to the expiration of the Inspection
522 Period, BUYER will have waived any right to cancel or renegotiate this Contract pursuant to these inspection
523 provisions.

524
525 j. **What Is Not An Unacceptable Condition?** The following items will not be considered Unacceptable
526 Conditions and cannot be used by BUYER as a reason to cancel or renegotiate this Contract. Any items
527 marked Excluded (EX) on Seller's Disclosure and Condition of Property Addendum in addition to the following
528 items will not be considered: _____
529 _____
530 _____

531
532 k. **What If Buyer's Inspections Reveal Unacceptable Conditions?** If BUYER'S inspections reveal
533 Unacceptable Conditions, BUYER may do any one of the following:

534
535 1. **ACCEPT THE PROPERTY IN ITS PRESENT CONDITION.** BUYER may notify SELLER on the
536 Inspection Notice that the inspections are satisfactory or do nothing. In either case, BUYER will have
537 waived any right to cancel or renegotiate due to any Unacceptable Conditions; or

538
539 2. **CANCEL THIS CONTRACT** by notifying SELLER on the Inspection Notice within the Inspection Period;
540 or

541
542 3. **OFFER TO RENEGOTIATE** with SELLER by notifying SELLER on the Resolution of Unacceptable
543 Conditions within the Inspection Period.

544
545 l. **BUYER'S notice of cancellation or offer to renegotiate terminates the Inspection Period and must be**
546 **accompanied by the applicable written inspection report(s) in their entirety from the independent,**
547 **qualified inspector(s) who conducted the inspection(s).**

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

548 m. **Resolution of Unacceptable Conditions.** BUYER and SELLER will have _____ calendar days (five (5)
549 days if left blank) after SELLER'S receipt of BUYER'S Inspection Notice/Resolution of Unacceptable
550 Conditions (the "Renegotiation Period"), to reach an agreement resolving the Unacceptable
551 Conditions.

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

- 554
- 555 1. SELLER'S signature agreeing to do everything requested by BUYER on the original Resolution of
556 Unacceptable Conditions Amendment attached to Inspection Notice; or
 - 557 2. A revised Resolution of Unacceptable Conditions Amendment signed by BUYER and SELLER resolving
558 the unacceptable conditions; or
 - 559 3. BUYER'S signature on the Resolution of Unacceptable Conditions Amendment accepting the Property in
560 its present condition.

561

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

- 565
- 566 A. Negotiations may still proceed. Any agreement must be in a written Amendment and signed by both
567 parties.
 - 568 B. Either party may cancel this Contract by written notice to the other and the Earnest Money will be
569 returned subject to the provisions of the Earnest Money and Additional Deposits paragraph of the
570 Contract.

571

572 **DEFAULTS AND REMEDIES**

573

574

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

579

580

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

- 582
- 583 a. Specifically enforce this Contract and recover damages suffered by BUYER as a result of the delay in the
584 acquisition of the Property.
 - 585 b. Terminate this Contract by written notice to SELLER and, at BUYER'S option, pursue any remedy and
586 damages available by law or in equity. If BUYER elects to terminate this Contract, the Earnest Money will
587 be returned to BUYER subject to the provisions of Earnest Money and Additional Deposits paragraph of
588 this Contract.

589

590

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

- 592
- 593 a. Specifically enforce this Contract and recover damages suffered by SELLER as a result of the delay in the
594 sale of the Property.
 - 595 b. Terminate this Contract by written notice to BUYER and, at SELLER'S option, either retain the Earnest
596 Money as liquidated damages as SELLER'S sole remedy (the parties recognizing that it would be
597 extremely difficult to ascertain the extent of actual damages caused by BUYER'S breach, and that the
598 Earnest Money represents as fair an approximation of such actual damages as the parties can now
599 determine) as provided in this Contract, or pursue any other remedy and damages available at law or in
600 equity.

601

602

603

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

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

607 15. **DISPUTE RESOLUTION.** If a dispute arises relating to this Contract prior to or after closing between BUYER
608 and SELLER, or between BUYER or SELLER and a Brokerage Firm or its licensee assisting in the transaction,
609 and the parties to such dispute or claim are unable to resolve the dispute, BUYER and SELLER agree in good
610 faith to attempt to settle such dispute through the dispute resolution process using a professional mediator. The
611 parties to the dispute must agree in writing before any settlement is binding. Any agreement signed by the
612 parties pursuant to the dispute resolution conference shall be binding. For controversies and claims that do not
613 exceed the lesser of: (a) \$5,000.00 (five thousand dollars); or (b) the applicable jurisdictional limit of small
614 claims court, either party may bring such claims in small claims court in lieu of dispute resolution. The following
615 matters are excluded from dispute resolution: foreclosure or other action to enforce a deed of trust, mortgage,
616 or land contract; an unlawful detainer action; the filing or enforcement of a mechanic's lien; any matter, which is
617 within the jurisdiction of a probate court, or; a violation of a state's real estate license laws. Each party agrees to
618 pay their equal share of any cost to use the services of a professional mediator, unless otherwise agreed to by
619 the parties.

620
621 **ADDITIONAL DISCLOSURES INCLUDING THOSE MANDATED BY STATE OR FEDERAL LAW**

622
623 **16. RADON, MICROBIALS AND OTHER ENVIRONMENTAL POLLUTANTS.**

624
625 a. **Radon.** Every BUYER of residential real property is notified the Property may present exposure to dangerous
626 concentrations of indoor radon gas that may place occupants at risk of developing radon-induced lung cancer.

627
628 Radon, a Class-A human carcinogen, is the leading cause of lung cancer in non-smokers and the second
629 leading cause overall. Kansas law requires SELLER to disclose any information known to SELLER that
630 shows elevated concentrations of radon gas in residential real property.

631
632 The Kansas Department of Health and Environment recommends all homebuyers have an indoor radon
633 test performed prior to purchasing or taking occupancy of residential real property. All testing for radon
634 should be conducted by a radon measurement technician. Elevated radon concentrations can be easily
635 reduced by a radon mitigation technician.

636
637 For additional information, please go to <http://www.kansasradonprogram.org> or in Missouri a national
638 source for radon information is <http://www.epa.gov/radon>.

639
640 b. **Microbials and Other Environmental Pollutants.** BUYER acknowledges mold, fungi, bacteria and other
641 microbials commonly exist in homes and will exist in the Property as a result of rain, humidity and other
642 moisture in the Property and on materials during the normal construction process and as a result of the use of
643 wood and other materials that commonly have mold, fungi, bacteria and other microbials at the time of
644 delivery to the job site. BUYER has the opportunity to become informed about microbials and other
645 environmental pollutants, and the potential health risks of microbials and other environmental pollutants.

646
647 1. The SELLER and Licensee assisting the SELLER and/or the BUYER do not claim or possess any special
648 expertise in the measurement or reduction of radon, microbials or other environmental pollutants, nor
649 have they provided any advice to BUYER as to acceptable levels or possible health hazards of radon,
650 microbials or other environmental pollutants.

651
652 2. There can be no assurance that any existing systems, devices or methods incorporated into the Property
653 for the purpose of reducing radon, microbials or other environmental pollutant levels will be effective and
654 SELLER has no responsibility for the operation, maintenance or effectiveness of such systems, devices
655 and methods.

656
657 17. **LEAD BASED PAINT DISCLOSURE.** If the property was built prior to 1978, BUYER acknowledges receiving,
658 reading and signing the Federally required disclosure regarding lead based paint.

659
660 18. **CRIMINAL OFFENDERS.** In Missouri and Kansas, law requires persons who are convicted of certain crimes,
661 including certain sexually violent crimes, to register with the Sheriff of the county in which they reside. If you, as the
662 BUYER, desire information regarding those registrants, you may find information on the homepage of the Kansas
663 Bureau of Investigation (KBI) at <http://www.Kansas.gov/kbi> or by contacting the local Sheriff's office in Kansas.

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

664 In Missouri, you may find information on the homepage of the Missouri State Highway Patrol, at
665 <https://www.mshp.dps.missouri.gov/CJ38/searchRegistry.jsp> or BUYER should contact the Sheriff of the county in
666 which the Property is located.
667

668 **19. FRANCHISE DISCLOSURE.** Although one or more of the Brokers may be a member of a franchise, the
669 franchisor is not responsible for the acts of said Broker(s).
670

671 **20. BROKERAGE RELATIONSHIP DISCLOSURE.**

672 SELLER and BUYER acknowledge the Real Estate Brokerage Relationship Brochure has been furnished to them
673 and the brokerage relationships were disclosed to them no later than the first showing, upon first contact, or
674 immediately upon the occurrence of any change to that relationship.
675

676 SELLER and BUYER acknowledge the real estate Licensee(s) involved in this transaction may be acting as
677 Agents of the SELLER, Agents of the BUYER, Transaction Broker(s) or Disclosed Dual Agents (Available only in
678 Missouri.).
679

680 Licensee acting in the capacity of:

- 681
- 682 a. Agent for the SELLER has a duty to represent the SELLER'S interest and will not be the Agent of the BUYER.
683 Information given by the BUYER to an Agent of the SELLER will be disclosed to the SELLER.
 - 684 b. Agent for the BUYER has a duty to represent the BUYER'S interest and will not be an Agent of the SELLER.
685 Information given by the SELLER to an Agent of the BUYER will be disclosed to the BUYER.
 - 686 c. Transaction Broker is not an Agent for either party and does not advocate the interests of either party.
 - 687 d. Disclosed Dual Agent (Available only in Missouri.) is acting as an Agent for both the SELLER and the BUYER,
688 and a separate Disclosed Dual Agency Amendment is required.
689
- 690

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

<p>693 Licensee assisting SELLER is a: <i>(Check appropriate box(es))</i></p> <p>694 <input type="checkbox"/> SELLER'S Agent</p> <p>695 <input type="checkbox"/> Designated SELLER'S Agent (In Kansas, Supervising</p> <p>696 Broker acts as a Transaction Broker)</p> <p>697 <input type="checkbox"/> Transaction Broker and SELLER agrees, if applicable,</p> <p>698 to sign a Transaction Broker Addendum. SELLER is not</p> <p>699 being represented.</p> <p>700 <input type="checkbox"/> Disclosed Dual Agent and SELLER agrees to sign a</p> <p>701 Disclosed Dual Agency Amendment. (Missouri only)</p> <p>702 <input type="checkbox"/> BUYER'S Agent</p> <p>703 <input type="checkbox"/> Designated BUYER'S Agent (In Kansas, Supervising</p> <p>704 Broker acts as Transaction Broker)</p> <p>705 <input type="checkbox"/> Subagent</p> <p>706 <input type="checkbox"/> SELLER is not being represented.</p>	<p>707 Licensee assisting BUYER is a: <i>(Check appropriate box(es))</i></p> <p>708 <input type="checkbox"/> BUYER'S Agent</p> <p>709 <input type="checkbox"/> Designated BUYER'S Agent (In Kansas, Supervising</p> <p>710 Broker acts as a Transaction Broker)</p> <p>711 <input type="checkbox"/> Transaction Broker and BUYER agrees, if applicable,</p> <p>712 to sign a Transaction Broker Addendum. BUYER is not</p> <p>713 being represented.</p> <p>714 <input type="checkbox"/> Disclosed Dual Agent and BUYER agrees to sign a</p> <p>715 Disclosed Dual Agency Amendment. (Missouri only)</p> <p>716 <input type="checkbox"/> SELLER'S Agent</p> <p>717 <input type="checkbox"/> Designated SELLER'S Agent (In Kansas, Supervising</p> <p>718 Broker acts as a Transaction Broker)</p> <p>719 <input type="checkbox"/> Subagent of the SELLER</p> <p>720 <input type="checkbox"/> BUYER is not being represented.</p>
------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

709 **SOURCE OF COMPENSATION.** Brokerage fees, to include but not limited to broker commissions and other fees,
710 will be paid out of escrow at Closing as follows, unless otherwise described in the terms of the respective agency
711 agreements or other SELLER/BUYER agreements. **SELLER and BUYER understand and agree Brokers may be**
712 **compensated by more than one party in the transaction.** *(Check all applicable boxes)*
713

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

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

716

717 _____	718 _____	719 _____	720 _____
721 Licensee assisting Seller	722 DATE	723 Licensee assisting Buyer	724 DATE
725 _____	_____	_____	_____
SELLER	DATE	BUYER	DATE
_____	_____	_____	_____
SELLER	DATE	BUYER	DATE

726 **TERMS AND CONDITIONS**

727
728 **21. EARNEST MONEY AND ADDITIONAL DEPOSITS.**

- 729
- 730 **a. Delivery.** SELLER may cancel the Contract by written notice if Earnest Money and Additional Deposits are
- 731 not received by Listing Broker or Escrow Agent as specified in this Contract.
- 732
- 733 **b. Deposit.** Earnest Money and Additional Deposits will be deposited into an insured account by the specified
- 734 Listing Broker/Escrow Agent within five (5) business days (Kansas Property) or ten (10) banking days
- 735 (Missouri Property) of the Effective Date, unless otherwise agreed upon in writing. All parties agree that Listing
- 736 Broker/Escrow Agent will retain any interest earned on escrowed funds.
- 737
- 738 **c. Cancellation of Contract.** If this Contract is terminated by the express provisions of this Contract or by
- 739 either party pursuant to a right expressly given in this Contract, the Earnest Money and Additional Deposits
- 740 will be returned to BUYER, and neither party will have any further rights or obligations under this Contract,
- 741 except as otherwise stated in this Contract.

742
743 Notwithstanding any other terms of this Contract providing for the forfeiture or refund of Earnest Money and
744 Additional Deposits, the parties understand neither the Listing Broker nor the Escrow Agent can distribute the
745 Earnest Money and Additional Deposits without the written consent of all parties to this Contract unless
746 permitted to do so by applicable state laws.

747
748 If BUYER and SELLER are unable to agree in writing upon the disposition of the Earnest Money and
749 Additional Deposits or any other funds, Listing Broker or Escrow Agent may commence an inter-pleader or
750 similar proceeding and BUYER and SELLER authorize Listing Broker or Escrow Agent to pay all funds to the
751 Clerk of the Court for disposition as the Court may direct.

752
753 BUYER and SELLER agree Listing Broker or Escrow Agent will be entitled to reimbursement of its costs
754 incurred in connection with the inter-pleader or similar proceeding including without limitation, reasonable
755 attorney fees and expenses.

756
757 BUYER and SELLER agree, in the absence of a dispute or written consent to distribution, the failure by either
758 to respond in writing to a certified letter from Listing Broker or Escrow Agent within seven (7) calendar days (if
759 Kansas Property)/fifteen (15) calendar days (if Missouri Property) of receipt thereof or failure to make written
760 demand for return or forfeiture of the Earnest Money and Additional Deposits within thirty (30) calendar days
761 (if Kansas Property)/sixty (60) calendar days (if Missouri Property) of notice of cancellation of this Contract will
762 constitute consent to distribution of the Earnest Money and Additional Deposits as suggested in such certified
763 letter.

764
765 All parties acknowledge any Earnest Deposit funds that remain in the Listing Broker or Escrow Agent's
766 account for over one (1) year (if Missouri Property)/five (5) years (if Kansas Property) may be sent to the
767 respective states as requested or required by law.

768
769 **22. TAXES, PRORATIONS AND SPECIAL ASSESSMENTS.** All general/state/county/school and municipal real
770 estate taxes, homeowner's association dues and fees, special assessments, interest on existing Loans to be
771 assumed by BUYER, and any other contractual obligations of SELLER to be assumed by BUYER for years prior
772 to the current calendar year will be paid by SELLER.

- 773
- 774 **a.** Any of the preceding items which become due and accrue during the calendar year in which SELLER'S
- 775 warranty deed is delivered (including but not limited to rents and deposits, if applicable) will be prorated
- 776 between the parties as of the Closing Date and, for all years thereafter, to the extent permitted by applicable
- 777 law, will be assumed and paid by the BUYER. BUYER acknowledges that the Property may be subject to a
- 778 special assessment, fee, or located in an improvement district. BUYER acknowledges this disclosure is
- 779 required by Kansas law, and may be found in the Seller's Disclosure and Condition of Property Addendum or
- 780 a separate document, if applicable.

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

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

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

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

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

801 Unless there is a defect in title to the Property that is not corrected prior to the Closing Date, BUYER may not
802 object to untimely delivery of the title commitment. The title commitment will commit to insure marketable fee
803 simple title in the BUYER upon the recording of the deed or other document of conveyance. Title to the
804 Property will be subject to the conditions in this Contract and to customary covenants, declarations, restrictions,
805 zoning laws, easements, party wall agreements, special assessments, and community contracts of record as of
806 the date of recording the deed or other document of conveyance (the "Permitted Exceptions").
807

808 BUYER will have a reasonable time after receipt of the title commitment (the "Objection Period") to notify
809 SELLER in writing of any valid objections to title to the Property. SELLER will then make a good faith effort to
810 remedy the defects in title. If SELLER is not able to remedy the title defects before the Closing Date, BUYER
811 may elect to waive the objections, extend the Closing Date a reasonable time for the SELLER to remedy the
812 defects, or cancel this Contract by written notice.
813

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

816 **Mechanic's Lien Coverage.** The owner's title policy will also insure BUYER as of the date of recording of the
817 deed or other document of conveyance, against any lien, or right to a lien for services, labor or material
818 imposed by law and not shown by the public records. SELLER agrees to comply with the requirements of the
819 title company for issuance of this coverage. Any mechanic's lien or notice of intent filed during construction
820 and prior to closing will not be deemed a defect in title unless the title insurance company will not insure against
821 loss therefrom.
822

823 If the Property (Missouri only) has not been occupied by SELLER and has had recent construction work
824 performed, the SELLER may be required to post and record a "notice of intended sale", as stated in
825 Chapter 429 of the Missouri Revised Statutes, in order for BUYER to obtain Mechanic's Lien Coverage. All
826 parties are advised to consult with the title company regarding these requirements.
827

828 **24. EXPIRATION.** This offer will expire on _____ (five (5) days if left blank), at _____
829 o'clock ____m. (5:00 p.m. if left blank) unless accepted or withdrawn before expiration.
830

831 **CAREFULLY READ THE TERMS HEREOF BEFORE SIGNING. WHEN SIGNED BY ALL PARTIES, THIS**
832 **DOCUMENT BECOMES PART OF A LEGALLY BINDING CONTRACT.**
833 **IF NOT UNDERSTOOD, CONSULT AN ATTORNEY BEFORE SIGNING.**
834

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

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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.

SELLER	DATE	BUYER	DATE
BROKERAGE		BROKERAGE	
ADDRESS		ADDRESS	
Name of Licensee assisting Seller (Please Print)		Name of Licensee assisting Buyer (Please Print)	
Listing Licensee's Contact # / Brokerage Contact #		Selling Licensee's Contact # / Brokerage Contact #	
Listing Licensee's Email Address		Selling Licensee's Email Address	

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

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

By: _____
Licensee Preparing Form

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

Listing Licensee acknowledges receipt of this offer and has made a presentation to SELLER on _____
for SELLER'S consideration. DATE TIME

By: _____
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.