

# RESIDENTIAL REAL ESTATE SALE CONTRACT

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

**SELLER:** \_\_\_\_\_

**BUYER:** \_\_\_\_\_

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

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

## PROPERTY, ADDENDA, DESCRIPTIONS AND CONDITIONS

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

<b>Street Address</b>	<b>City</b>	<b>State</b>	<b>Zip</b>
_____	_____	_____	_____
<b>County</b>	_____		

**LEGAL DESCRIPTION.** (Legal description on SELLER'S vesting deed(s) to govern):

This Contract, including the Fixtures, Equipment and Appliances paragraph of the Seller's Disclosure and Condition of Property Addendum ("Seller's Disclosure"), not the MLS, or other promotional material, provides for what is included in the sale of the Property.

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

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

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

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SELLER	SELLER				BUYER	BUYER

52 a. **Electronic Systems and Components.** Upon closing SELLER agrees to reset to factory setting or provide  
53 codes and passwords for all electronic systems or components at the PROPERTY, including those  
54 components controlled remotely.  
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56 b. **Additional Inclusions.** The following items, if any, supersede the Seller's Disclosure and the pre-printed list  
57 before; **are** considered to be part of the Property, and **are** included in the sale: \_\_\_\_\_  
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65 c. **Exclusions.** The following items, if any, supersede the Seller's Disclosure and the pre-printed list before; **are**  
66 **not** considered to be part of the Property, and **are not** included in the sale: \_\_\_\_\_  
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74 d. **Additional Terms and Conditions, if any:** \_\_\_\_\_  
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81 e. **Limited Home Warranty. (Check One)**

82 ☐ BUYER waives the opportunity for a home warranty.

83 ☐ At a cost not to exceed \$ \_\_\_\_\_, (check one) ☐ SELLER ☐ BUYER agrees to purchase a home  
84 warranty plan \_\_\_\_\_ (vendor) to be paid at Closing. A home  
85 warranty plan is a limited service contract covering repair or replacement of the working components of the  
86 Property for a minimum of one (1) year from the Closing Date subject to the terms and conditions of the  
87 individual plan with a per claim deductible of \$ \_\_\_\_\_.  
88

89 The (check one) ☐ Licensee assisting SELLER ☐ Licensee assisting BUYER will be responsible for making  
90 arrangements for the home warranty plan, submitting required documentation for such to the Closing Agent  
91 prior to the Closing Date. Broker may receive a fee from the warranty company.  
92

93 Home warranty plans may not cover pre-existing conditions and are not a substitute for inspections.  
94

95 2. **ADDENDA.** The following Addenda (riders, supplements, etc.) are attached hereto and are a part of this Contract  
96 (Check applicable boxes):  
97

98 ☐ Seller's Disclosure and Condition of Property Add.  
99

100 ☐ Lead Based Paint Disclosure Addendum

101 ☐ Contingency for Sale and/or Closing Add.

102 (see SALE CONTINGENCY paragraph)

103 ☐ Other: \_\_\_\_\_

104 ☐ Other: \_\_\_\_\_  
105

☐ Other: \_\_\_\_\_

☐ Other: \_\_\_\_\_

☐ Other: \_\_\_\_\_

☐ Other: \_\_\_\_\_

☐ Other: \_\_\_\_\_

☐ 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

143

- 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.

147

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.

- 155
- 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.

- 158
- 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.

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SELLER	SELLER				BUYER	BUYER

**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	BUYER	BUYER



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    
SELLER SELLER BUYER BUYER

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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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.  
457

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.

SELLER Initials SELLER and BUYER acknowledge they have read this page Initials BUYER 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 3. Any damage or repair issues related to wood-destroying insect infestations must be identified as  
510 Unacceptable Conditions and addressed as set forth below.  
511  
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

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

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

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

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

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

#### **DEFAULTS AND REMEDIES**

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

**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.
- b. **Terminate this Contract by written notice to SELLER** and, at BUYER'S option, pursue any remedy and damages available by law or in equity. If BUYER elects to terminate this Contract, the Earnest Money will be returned to BUYER subject to the provisions of Earnest Money and Additional Deposits paragraph of 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.
- 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, or pursue any other remedy and damages available at law or in equity.

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

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

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

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

**20. BROKERAGE RELATIONSHIP DISCLOSURE.**

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

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

Licensee acting in the capacity of:

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

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

Licensee assisting SELLER is a: (Check appropriate box(es))	Licensee assisting BUYER is a: (Check appropriate box(es))
<input type="checkbox"/> SELLER'S Agent	<input type="checkbox"/> BUYER'S Agent
<input type="checkbox"/> Designated SELLER'S Agent (In Kansas, Supervising Broker acts as a Transaction Broker)	<input type="checkbox"/> Designated BUYER'S Agent (In Kansas, Supervising Broker acts as a Transaction Broker)
<input type="checkbox"/> Transaction Broker and SELLER agrees, if applicable, to sign a Transaction Broker Addendum. SELLER is not being represented.	<input type="checkbox"/> Transaction Broker and BUYER agrees, if applicable, to sign a Transaction Broker Addendum. BUYER is not being represented.
<input type="checkbox"/> Disclosed Dual Agent and SELLER agrees to sign a Disclosed Dual Agency Amendment. (Missouri only)	<input type="checkbox"/> Disclosed Dual Agent and BUYER agrees to sign a Disclosed Dual Agency Amendment. (Missouri only)
<input type="checkbox"/> BUYER'S Agent	<input type="checkbox"/> SELLER'S Agent
<input type="checkbox"/> Designated BUYER'S Agent (In Kansas, Supervising Broker acts as a Transaction Broker)	<input type="checkbox"/> Designated SELLER'S Agent (In Kansas, Supervising Broker acts as a Transaction Broker)
<input type="checkbox"/> Subagent	<input type="checkbox"/> Subagent of the SELLER
<input type="checkbox"/> SELLER is not being represented.	<input type="checkbox"/> BUYER is not being represented.

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

Brokers are compensated by: ☐ SELLER and/or ☐ BUYER

The signatures below only apply to the Brokerage Relationship Disclosure.

<div></div>	<div></div>
Licensee assisting Seller	Licensee assisting Buyer
DATE	DATE
<div></div>	<div></div>
SELLER	BUYER
DATE	DATE
<div></div>	<div></div>
SELLER	BUYER
DATE	DATE



**TERMS AND CONDITIONS**

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

**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.**

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

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

838  
839 BUYER and SELLER hereby specifically permit the Brokerage(s) assisting in the transaction to obtain and  
840 retain copies of both BUYER'S and SELLER'S Closing Statements.

841  
842 ☐ Signatures not required, see Counter Offer Addendum.

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845 SELLER DATE BUYER DATE

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849 SELLER DATE BUYER DATE

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852 BROKERAGE BROKERAGE

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855 ADDRESS ADDRESS

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858 Name of Licensee assisting Seller (Please Print) Name of Licensee assisting Buyer (Please Print)

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861 Listing Licensee's Contact # / Brokerage Contact # Selling Licensee's Contact # / Brokerage Contact #

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864 Listing Licensee's Email Address Selling Licensee's Email Address

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

868  
869 The undersigned Licensee assisted in completing the blanks in the foregoing form and confirms, to the best of his/her  
870 knowledge, that the printed form contains the language approved by Counsel for the Kansas City Regional  
871 Association of REALTORS®. The undersigned Licensee further confirms no additions or deletions to the approved  
872 language have been made, except such changes as may appear hereon made by hand or computer generation and  
873 signed and/or initialed by the party submitting this offer. Licensee's signature below is not an opinion as to the legal  
874 validity or meaning of any provisions contained in this form, but merely confirms, to the best of the Licensee's  
875 knowledge, no changes have been made to the approved form.

876  
877 By:   
878 Licensee Preparing Form

879  
880  
881 **CERTIFICATION OF REJECTION. (TO BE COMPLETED ONLY UPON SELLER'S REJECTION OF OFFER)**

882  
883 Listing Licensee acknowledges receipt of this offer and has made a presentation to SELLER on  
884 for SELLER'S consideration. DATE TIME

885  
886 By:   
887 Licensee assisting Seller

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## COUNTER OFFER ADDENDUM

This **Counter Offer Addendum** is an offer to buy or sell property. Carefully read the terms of this counter offer and the terms of any document referenced as part of this counter offer. If they are not completely acceptable to you, you may continue negotiations or reject this counter offer. If you desire to continue negotiations, a new Counter Offer Addendum should be prepared, and this Counter Offer Addendum should not be signed. The unsigned Counter Offer Addendum will not become a part of any agreement ultimately signed by all parties and should be kept in the licensee's permanent files. **ONLY THOSE CHANGES NOTED ON THE FINAL ACCEPTED COUNTER OFFER ALTER THE ORIGINAL OFFER AND ALL OTHER TERMS OF THE ORIGINAL OFFER REMAIN INTACT.** To reject this counter offer, do not sign it.

SELLER:

BUYER:

PROPERTY:

DATE OF INITIAL OFFER:

Only the terms contained in this Counter Offer, together with the remaining unchanged terms of the Initial Offer (including any addenda or riders attached thereto), constitute the new offer.

### 1. ADDENDA.

Check applicable box: ☐ Changed from original Contract (section must be completed)  
☐ Same as original Contract (refer to original Contract)

☐ Addendum added:

☐ Addendum removed:

### 2. PURCHASE PRICE.

Check applicable box: ☐ Changed from original Contract (section must be completed)  
☐ Same as original Contract (refer to original Contract)

The **Purchase Price** for the Property is: ..... \$.

a. **Earnest Money** will be delivered to Licensee Assisting Seller or Escrow Agent within \_\_\_\_\_ calendar days (refer to original contract, 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 any time prior to delivery of the Earnest Money.**

Initials  
 SELLER SELLER

Initials    
 BUYER BUYER

b. **Earnest Money** in the amount of .....\$..... (b)  
in the form of: (Check one)  
☐ Check/Electronic Funds Transfer/ACH ☐ Other.....  
Deposited with: .....  
(Check one) ☒ refundable ☐ non-refundable

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.

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: .....  
(Check one) ☐ refundable ☐ non-refundable

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.

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

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

3. **TOTAL ADDITIONAL SELLER EXPENSES:**

Check applicable box: ☒ Changed from original Contract (section must be completed)  
☒ Same as original Contract (refer to original Contract)

a. **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: .....\$.....

b. **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** .....\$.....

4. **CLOSING AND POSSESSION.**

Check applicable box: ☒ Changed from original Contract (section must be completed)  
☒ Same as original Contract (refer to original Contract)

Closing will be on or before ..... ("Closing Date").

Possession will be on or before ..... ("Possession Date") at ..... o'clock ..... m., (if left blank, the **Possession Date** will be 5:00 P.M. on the Closing Date).

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 Initials BUYER Initials

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.

5. BASE CONTRACT-Paragraph # \_\_\_\_\_ or ☐ \_\_\_\_\_ Addendum-Paragraph # \_\_\_\_\_ is changed as follows:

--

6. BASE CONTRACT-Paragraph # \_\_\_\_\_ or ☐ \_\_\_\_\_ Addendum-Paragraph # \_\_\_\_\_ is changed as follows:

--

7. BASE CONTRACT-Paragraph # \_\_\_\_\_ or ☐ \_\_\_\_\_ Addendum-Paragraph # \_\_\_\_\_ is changed as follows:

--

8. ☐ **ADDITIONAL TERMS.** (Check if applicable) The \_\_\_\_\_ additional pages attached to this Counter Offer Addendum contain terms and conditions which are an integral part of this Contract.

9. **EXPIRATION.** This Counter Offer must be accepted on or before \_\_\_\_\_ (five (5) days from the earliest signature below, if left blank) at \_\_\_\_\_ o'clock \_\_\_\_\_ m. (11:59 p.m., if left blank) unless accepted or withdrawn before expiration. **Until this Counter Offer has been accepted in writing, the parties understand either party may withdraw such party's offer to buy or sell the Property. This expiration date will supersede all prior expiration dates.**

**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.**

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

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

--

SELLER DATE

--

BUYER DATE

--

SELLER DATE

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BUYER DATE



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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

**TO BE COMPLETED BY LICENSEE UPON ☐ SELLER'S ☐ BUYER'S REJECTION OF THIS COUNTER OFFER:**

Licensee acknowledges receipt of this counter offer and has made a presentation to the

☐ SELLER ☐ BUYER on \_\_\_\_\_  
(Date) (Time)

By:

\_\_\_\_\_

☐ Licensee assisting Seller

\_\_\_\_\_

☐ Licensee assisting Buyer

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# Paragraphs 5, 9, 10



## OCCUPANCY AFTER CLOSING AMENDMENT

This Amendment will be limited to those circumstances in which the SELLER is retaining occupancy of the Property for a short duration of time after closing.

1 **SELLER:** \_\_\_\_\_

2 **BUYER:** \_\_\_\_\_

3 **PROPERTY:** \_\_\_\_\_

4 **EFFECTIVE DATE OF CONTRACT:** \_\_\_\_\_

5  
6 SELLER desires to remain in said Property beyond the Closing Date. The parties agree to the following:

7  
8 1. Upon execution of this amendment by the parties, BUYER hereby grants permission to SELLER to  
9 continue to occupy the Property until: \_\_\_\_\_ (date), \_\_\_\_\_ o'clock  
10 \_\_\_\_\_.m. (5:00 p.m., if left blank).

11  
12 2. SELLER agrees to maintain the Property in the current condition. BUYER or SELLER may be  
13 required to use their Insurance coverage as agreed herein.

14  
15 3. SELLER agrees to pay BUYER compensation for the use of said Property the sum of  
16 \$\_\_\_\_\_ from the date of the close of escrow to and including the day the BUYER receives  
17 possession of the Property, payable on or before \_\_\_\_\_ (Closing Date if left blank) at  
18 the following address: \_\_\_\_\_  
19 \_\_\_\_\_.

20  
21 4. SELLER agrees to pay BUYER a deposit of \$\_\_\_\_\_ on or before \_\_\_\_\_  
22 (Closing Date if left blank) which will be refunded to SELLER if SELLER complies with all terms and  
23 conditions of this Amendment.

24  
25 5. SELLER agrees to pay all utilities and services through delivery of possession to BUYER.

26  
27 6. SELLER agrees to maintain heating, sewer, plumbing and electrical systems and any built-in  
28 appliances and equipment in normal working order, to keep the roof watertight and to maintain the  
29 grounds.

30  
31 7. SELLER agrees to refrain from undertaking any alterations to the Property after Closing.

32  
33 8. SELLER agrees to abide by all governmental regulations with respect to the use or occupancy of the  
34 Property.

35  
36 9. SELLER agrees to admit BUYER or licensee assisting BUYER at reasonable times for the purpose of  
37 inspecting the Property.

38  
39 10. Commencing on this date, SELLER agrees to hold the BUYER and all licensees in this transaction  
40 harmless from any claims for damages or injury to SELLER or any other person, or to any property,  
41 occurring on the Property, or any part thereof.

42  
43 11. Unless otherwise agreed to in writing by BUYER and SELLER, BUYER will put in place a Dwelling  
44 Fire Policy, which is not a Homeowners Policy, for the duration of the SELLER'S occupancy of the  
45 Property. SELLER understands that SELLER'S personal property and liability will not be covered by  
46 BUYER'S insurance. SELLER will provide liability insurance and is advised to insure SELLER'S  
47 personal property.

Initials  
SELLER SELLER

Initials    
BUYER BUYER

12. In the event of default on the part of SELLER, this amendment will, at the option of BUYER, cease and BUYER will retain any payments made on this amendment. BUYER will have the right to enter the Property and take possession thereof without notice after the date noted above in paragraph 1. BUYER will notify SELLER, in writing, of such uncured defaults. BUYER will be entitled to exercise any other remedy available to BUYER by law or equity.

13. Additional Terms and Conditions, if any:

**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

DATE

BUYER

DATE

SELLER

DATE

BUYER

DATE



## APPRAISAL CONTINGENCY ADDENDUM

### Paragraph 6

1 **SELLER:** \_\_\_\_\_

2  
3 **BUYER:** \_\_\_\_\_

4  
5 **PROPERTY:** \_\_\_\_\_

6  
7 Except for the changes noted below, all of the other provisions of the Contract and the Appraised Value  
8 Contingency paragraph shall remain in full effect. The Parties agree that the appraised value contingency  
9 provision contained in the Appraised Value Contingency paragraph of the Residential Real Estate Contract  
10 is amended as follows: (*Check one*)  
11

- 12 ☐ 1. If the Appraised Value is less than the Purchase Price, the BUYER agrees to pay the difference  
13 between the Purchase Price and the Appraised Value up to an amount not to exceed \$. \_\_\_\_\_  
14 ("Additional Amount").  
15

16 If the Purchase Price exceeds the sum of the final appraised value and the Additional Amount, then  
17 BUYER and SELLER will have \_\_\_\_\_ calendar days (five (5) days if left blank) after SELLER'S receipt  
18 of BUYER'S appraisal ("Appraisal Negotiation Period"), to reach an agreement, but only as to that  
19 difference that exceeds the Additional Amount.  
20

21 During this period, SELLER or BUYER may seek a reconsideration of value by the appraiser. If  
22 such reconsideration finds a value that, together with the Additional Amount, is equal to or greater  
23 than the Purchase Price, then the transaction will move forward to Closing.  
24

- 25 ☐ 2. If the Appraised Value is less than the Purchase Price, the BUYER agrees to pay the difference  
26 between the Purchase Price and the Appraised Value, waiving the right to renegotiate based on  
27 the Appraised Value.

- 28 ☐ 3. BUYER waives the right for any appraisal to be conducted on behalf of BUYER or BUYER'S  
29 Lender.  
30

31 **BUYER shall provide SELLER with written verification of funds sufficient to confirm BUYER'S ability**  
32 **to perform their duties and obligations within \_\_\_\_\_ calendar days (five days if left blank) of the**  
33 **effective date.**  
34

35 **BUYER is advised to consult their lender or other financial and/or legal consultant and understands**  
36 **the risks involved with this Addendum. BUYER releases all brokers and licensees from liability**  
37 **related to value of the property and this Addendum.**  
38

39 \_\_\_\_\_  
40  
41 **SELLER** **DATE**

\_\_\_\_\_ **BUYER** **DATE**

42 \_\_\_\_\_  
43  
44 **SELLER** **DATE**

\_\_\_\_\_ **BUYER** **DATE**

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# Paragraph 7



## CONTINGENCY FOR SALE AND/OR CLOSING OF BUYER'S PROPERTY ADDENDUM

1 **SELLER:** \_\_\_\_\_

2 **BUYER:** \_\_\_\_\_

4 **PROPERTY:** \_\_\_\_\_

6 **THE CONTRACT IS CONTINGENT UPON THE SALE AND/OR CLOSING OF BUYER'S PROPERTY  
7 LOCATED AT:** \_\_\_\_\_

8 \_\_\_\_\_ ("BUYER'S Property")

9 which is or will be listed for sale with \_\_\_\_\_  
10 on or before \_\_\_\_\_ with terms as provided in either Paragraph 1 or 2 below.

11  
12 **CHECK AND COMPLETE APPLICABLE CONTINGENCY #1 BELOW (CLOSING) OR #2 BELOW  
13 (SALE AND CLOSING)**

14  
15 ☐ 1. **CONTINGENT ON CLOSING: BUYER'S PROPERTY IS CURRENTLY UNDER CONTRACT**  
16 with a Closing Date that permits BUYER to purchase SELLER'S Property by the Closing Date in  
17 this Contract. **This option does not include Seller kick-out rights.**

18  
19 The following documents and information are provided (*Check applicable box(es)*):

- 20 ☐ Contract for sale of present property  
21 ☐ Lender letter for buyer of present property  
22 ☐ Inspections have been completed  
23 ☐ Inspections have not been completed  
24 ☐ Inspections issues have been successfully negotiated  
25 ☐ Other contingencies \_\_\_\_\_

26  
27 BUYER agrees to keep SELLER timely informed of the closing status of BUYER'S Property.  
28 Should it become evident that BUYER'S Property will not close within the above timeframe,  
29 BUYER will inform SELLER immediately, and SELLER or BUYER may cancel this Contract.

30  
31 ☐ 2. **CONTINGENT ON SALE AND CLOSING: BUYER'S PROPERTY IS NOT CURRENTLY  
32 UNDER CONTRACT.** BUYER'S Property must be under contract within \_\_\_\_\_ calendar days  
33 (thirty (30) days if left blank) from the Effective Date of this Contract (the "Contract Deadline")  
34 with a Closing Date that permits BUYER to purchase the Property. If BUYER'S Property is not  
35 under contract by the Contract Deadline, either party may cancel this Contract. If BUYER'S  
36 Property is under contract after the Contract Deadline but before either party cancels this  
37 Contract, then neither party will have the right to cancel due solely to the BUYER'S failure to  
38 meet the Contract Deadline. **This option includes Seller kick-out rights.**

39  
40 a. If at any time prior to BUYER getting BUYER'S Property under contract, SELLER accepts  
41 another offer on the Property (Backup Contract), SELLER will provide BUYER with written notice  
42 (Kick-Out Notice/Notice of Backup Contract form) of SELLER'S intent to cancel this Contract. If  
43 BUYER wishes to continue with this Contract, BUYER will comply with one of the two options  
44 below within \_\_\_\_\_ calendar days (two (2) days if left blank):

45  
46 1) Provide SELLER with evidence that BUYER'S Property is now under contract with a  
47 closing date that will permit BUYER to purchase SELLER'S Property; or

48  
[ ] [ ] Initials [ ] [ ] Initials  
SELLER SELLER BUYER BUYER



49 2) Provide SELLER with the following:

- 50 i) An amendment or Kick-Out Notice Response signed by BUYER stating the  
51 Contingency for Sale And/Or Closing Addendum is waived and removed from  
52 the Contract (This means BUYER will no longer have the right to cancel if  
53 BUYER'S Property does not sell or close); AND  
54 ii) Evidence from a credible financial institution demonstrating BUYER has  
55 sufficient funds and ability (either cash or financing) to close by the Closing  
56 Date of the Contract without the sale of BUYER'S Property. For the purposes  
57 of this section, if BUYER does not have sufficient funds to purchase without  
58 financing, BUYER must provide loan approval consistent with the financing  
59 provisions of the Contract that is NOT dependent on nor requires the sale  
60 of BUYER'S Property to qualify for the financing needed to purchase the  
61 Property.

- 62  
63 b. If BUYER accepts an offer on BUYER'S Property prior to receiving a Kick-Out Notice  
64 or cancellation from SELLER, BUYER will notify SELLER of the contract on BUYER'S  
65 Property, and the parties will be subject to the Terms of Paragraph 1 above in lieu of  
66 Paragraph 2. BUYER will provide SELLER with applicable documentation referenced  
67 in Paragraph 1 as it becomes available.  
68

69 ALL PARTIES AGREE THAT UPON REMOVAL OF THE CONTINGENCY FOR THE SALE OF THE  
70 BUYER'S PROPERTY, AFTER DELIVERY OF A KICK-OUT NOTICE INDICATING BUYER'S INTENT  
71 AND ABILITY TO PROCEED TO CLOSING, **THE EARNEST DEPOSIT IS NON-REFUNDABLE.**  
72

73 **CAREFULLY READ THE TERMS HERE OF BEFORE SIGNING. WHEN SIGNED BY ALL PARTIES,**  
74 **THIS DOCUMENT BECOMES PART OF A LEGALLY BINDING CONTRACT.**  
75 **IF NOT UNDERSTOOD, CONSULT AN ATTORNEY BEFORE SIGNING.**  
76

77   
78  
79 SELLER DATE

BUYER DATE

81   
82  
83 SELLER DATE

BUYER DATE

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# Paragraph 13



## IN ITS PRESENT CONDITION ADDENDUM

1 **SELLER:** \_\_\_\_\_

2 **BUYER:** \_\_\_\_\_

3 **PROPERTY:** \_\_\_\_\_

4  
5 This addendum modifies the Inspections section of the Contract. The Property is being sold in its present condition,  
6 which includes all latent and patent defects and conditions. Except as herein expressly stated, SELLER makes no  
7 warranty, expressed or implied, including, without limitation, any implied warranty of merchantability or fitness for  
8 any particular purpose.

9  
10 ☐ 1. BUYER is entitled to conduct inspections as outlined in the Inspections Paragraph of the Contract.  
11 SELLER will make no repairs and/or treatments.  
12 BUYER will have the right to cancel the Contract, during the Inspection Period, if the results of the  
13 inspections are unsatisfactory.  
14 BUYER waives any right to renegotiate. There is no Inspection Renegotiation Period pursuant to the  
15 inspection provisions in the Contract.

16  
17 ☐ 2. BUYER is entitled to conduct inspections for informational purposes ONLY.  
18 SELLER will make no repairs and/or treatments.  
19 BUYER waives any right to cancel the Contract pursuant to the inspection provisions in the Contract.  
20 BUYER waives any right to renegotiate. There is no Inspection Renegotiation Period pursuant to the  
21 inspection provisions in the Contract.

22  
23 ☐ 3. BUYER waives any right to conduct inspections as outlined in the Inspections Paragraph of the Contract.  
24 SELLER will make no repairs and/or treatments.  
25 BUYER waives any right to cancel or renegotiate pursuant to the inspection provisions in the Contract.

26  
27 It is understood by all parties that the sale of the Property in its present condition does not relieve the SELLER of the  
28 obligation to disclose all material facts of which SELLER has knowledge relating to the condition of the Property.

29  
30 BUYER is advised that various professional inspection are available and advisable. BUYER's waiver of any right to  
31 inspection is the BUYER'S decision alone. All Parties indemnify and hold harmless SELLER, BROKER, and  
32 BROKER'S affiliated licensees, agents and employees from any liability or obligation resulting from or in connection  
33 with this decision.

34  
35 SELLER understands and agrees that the Property will be delivered to the BUYER in the same condition and state  
36 of repair as at the time of agreement and SELLER is still responsible to care for the Property through the  
37 Possession Date as outlined in the Condition, Maintenance and Inspections of the Property section of the  
38 Residential Real Estate Sale Contract.

39  
40  
41 \_\_\_\_\_  
42 **SELLER** **DATE**

40  
41 \_\_\_\_\_  
42 **BUYER** **DATE**

43  
44  
45 \_\_\_\_\_  
46 **SELLER** **DATE**

43  
44  
45 \_\_\_\_\_  
46 **BUYER** **DATE**

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# INSPECTION NOTICE

**UNLESS PROPERTY IS ACCEPTED IN ITS PRESENT CONDITION, APPLICABLE WRITTEN INSPECTION REPORTS IN THEIR ENTIRETY MUST ACCOMPANY THIS NOTICE**

**SELLER:** \_\_\_\_\_

**BUYER:** \_\_\_\_\_

**PROPERTY:** \_\_\_\_\_

**EFFECTIVE DATE OF CONTRACT:** \_\_\_\_\_

*(Check the applicable paragraphs below.)*

☐ **NOTICE OF WOOD DESTROYING INSECTS.** The written inspection report of a certified pest control firm is attached and recommends treatment. Treatment for wood destroying insects is required per the Inspections paragraph of the Contract.

☐ **1. BUYER AGREES TO ACCEPT PROPERTY IN ITS PRESENT CONDITION.** BUYER waives any right to cancel or renegotiate pursuant to the inspection provisions of the Contract and agrees to accept the Property in its present condition. Property will be delivered to the BUYER in the same condition and state of repair as at the time of agreement and SELLER is still responsible to care for the Property through the Possession Date as outlined in the Condition, Maintenance and Inspections of the Property section of the Residential Real Estate Sale Contract. Licensees assisting in the sale are released from any further obligation or liability related to the condition of the Property.

☐ **BUYER inspection(s) results acceptable** ☐ **BUYER has not conducted inspection(s)**

☐ **2. CANCELLATION OF CONTRACT BY BUYER PRIOR TO EXPIRATION OF INSPECTION PERIOD.** BUYER has found unacceptable conditions, as described in the written report(s) of the independent qualified professional(s) who inspected the Property. **Copies of written inspection reports in their entirety must be attached hereto.** BUYER requests refund of the Earnest Money. **Cancellation and Mutual Release Agreement is attached.**

☐ **3. OFFER TO RENEGOTIATE.** BUYER has found unacceptable conditions, as described in the written report(s) of the independent qualified professional(s) who inspected the property. **Copies of written inspection reports in their entirety must be attached hereto.** BUYER desires to renegotiate the terms of the Contract to resolve the unacceptable conditions. **Resolution of Unacceptable Conditions Amendment must be attached.**

\_\_\_\_\_  
BUYER DATE

\_\_\_\_\_  
BUYER DATE

**INSPECTION NOTICE DELIVERY METHOD:** \_\_\_\_\_

**TO:** \_\_\_\_\_ **DATE:** \_\_\_\_\_ **TIME:** \_\_\_\_\_ o'clock \_\_\_\_\_ M.  
(Licensee assisting SELLER)

**FROM:** \_\_\_\_\_  
(Signature of Licensee assisting BUYER)

**If delivery method is in person, signature acknowledging receipt required below.**

\_\_\_\_\_  
LICENSEE ASSISTING SELLER DATE

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## RESOLUTION OF UNACCEPTABLE CONDITIONS AMENDMENT

1 **SELLER:** \_\_\_\_\_

2 **BUYER:** \_\_\_\_\_

3 **PROPERTY:** \_\_\_\_\_

4 **EFFECTIVE DATE OF CONTRACT:** \_\_\_\_\_

5 **THE AGREEMENT(S) SET FORTH IN THIS AMENDMENT CONSTITUTE THE ENTIRE AGREEMENT BETWEEN**  
6 **THE BUYER AND SELLER WITH RESPECT TO RESOLUTION OF THE UNACCEPTABLE CONDITIONS**  
7 **IDENTIFIED BELOW. *Except for the changes noted below, all of the other provisions of the Contract shall remain in***  
8 ***full effect.***

9  
10 **Check applicable paragraph(s) below.**

11  
12 ☐ **1. CORRECTION OF UNACCEPTABLE CONDITIONS.**

13 SELLER acknowledges receipt of BUYER'S Inspection Notice and BUYER'S inspection report(s), and agrees to  
14 make the repairs as indicated below in a workmanlike manner using good-quality materials. Repairs will be  
15 completed prior to Closing unless agreed to in writing and approved by Lender(s), if any.  
16

17 **SELLER AGREES TO CORRECT THE FOLLOWING UNACCEPTABLE CONDITIONS:**

18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29

30 Attach additional pages if necessary. The \_\_\_\_\_ additional pages, if any, are an integral part of this Agreement.

31  
32 ☐ **2. ADJUSTMENTS IN PRICE AND/OR TERMS. (These options may require the prior approval of**  
33 **BUYER'S Lender(s) and have the potential to delay Closing due to federal regulation.)**

34  
35 ☐ **a. PURCHASE PRICE** is changed to \$ \_\_\_\_\_.

36  
37 ☐ **b. CREDIT TOWARD ALLOWABLE CLOSING COSTS/PREPAID EXPENSES.** SELLER agrees to pay  
38 additional BUYER'S closing costs and/or prepaid expenses as permitted by BUYER'S Lender(s) of  
39 \$ \_\_\_\_\_ plus any amounts previously agreed to for a total amount not to exceed  
40 \$ \_\_\_\_\_ (total to be paid). **BUYER and SELLER acknowledge the allowable costs may be**  
41 **more or less than the total amount agreed to above.**

SELLER SELLER

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

BUYER BUYER

**PAYMENT FOR CORRECTIVE MEASURES.** If payment for the foregoing corrective measures is not to be made directly out of escrow, SELLER agrees to provide proof of payment prior to Closing. BUYER may, prior to Closing, inspect any corrective actions taken by SELLER. SELLER and BUYER acknowledge neither BUYER'S nor SELLER'S agents or brokers are responsible for completion of or payment for any corrective measures which SELLER has agreed to make above.

**REMAINING UNCORRECTED UNACCEPTABLE CONDITIONS.** Any unacceptable conditions previously identified in BUYER'S offer to renegotiate or in any inspection report accompanying BUYER'S offer to renegotiate **which the SELLER has not agreed to correct in this Amendment WILL NOT BE CORRECTED** and BUYER agrees to accept them in their present condition without any corrective action taken or payment thereof. SELLER and Licensees assisting in the sale of the Property are released from any further obligation or liability related to the condition of the Property.

**ANY OF THE FOLLOWING EXECUTED AND DELIVERED TO THE OTHER PARTY OR OTHER PARTY'S AGENT PRIOR TO THE EXPIRATION OF THE RENEGOTIATION PERIOD WILL CONSTITUTE AN AGREEMENT:**

1. SELLER'S signature agreeing to do everything requested by BUYER on the original Resolution of Unacceptable Conditions Amendment attached to Inspection Notice; or
2. A Resolution of Unacceptable Conditions Amendment signed by BUYER and SELLER resolving the Unacceptable Conditions; or
3. BUYER'S signature accepting the Property in its present condition without correction of any Unacceptable Conditions.

**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.**

<div></div>	<div></div>	<div></div>	<div></div>
SELLER	DATE	BUYER	DATE
<div></div>	<div></div>	<div></div>	<div></div>
SELLER	DATE	BUYER	DATE

☐ BUYER AGREES TO ACCEPT PROPERTY IN ITS PRESENT CONDITION. BUYER initially desired to renegotiate the Contract. No agreement has been reached. Therefore, BUYER now agrees to accept the Property in its present condition without correction of, or other action by the SELLER with respect to the Unacceptable Conditions, *all of the other provisions of the Contract shall remain in full effect. (This election does not require SELLER'S signature to be binding if delivered prior to the expiration of the Renegotiation Period.)*

BUYER DATE

BUYER DATE

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## COLD WEATHER INSPECTION WAIVER

1 **SELLER:** \_\_\_\_\_

2 **BUYER:** \_\_\_\_\_

3 **PROPERTY:** \_\_\_\_\_

4  
5 **INSPECTION LIMITATIONS.** Notwithstanding the terms of any inspection provisions of this Contract,  
6 BUYER understands the system(s) on the Property cannot be tested without risk of damage to the system(s)  
7 during cold weather.

8  
9 **This waiver covers the following systems (*Check applicable box(es)*):**

10  
11 ☐ **Air Conditioning System.** SELLER states the air conditioning system on the Property was in normal  
12 operating condition when last used during the month of \_\_\_\_\_, and to the best  
13 of SELLER'S knowledge remains in the same condition. (Air conditioning systems may risk damage if  
14 operated when the temperature is below 60 degrees Fahrenheit for the preceding 24 hours. It is  
15 recommended that a licensed HVAC specialist be consulted to test the system below 60 degrees.)

16  
17 ☐ **Swimming Pool System and Equipment.** SELLER states the swimming pool system and equipment  
18 have been winterized and were in normal operating condition when last used during the month of  
19 \_\_\_\_\_, and to the best of SELLER'S knowledge remains in the same condition.

20  
21 ☐ **Lawn Sprinkler System.** SELLER states the lawn sprinkler system on the Property has been winterized  
22 and was in normal operating condition when last used during the month of \_\_\_\_\_,  
23 and to the best of SELLER'S knowledge remains in the same condition.

24  
25 **WAIVER OF INSPECTION.** In the event the outside temperature does not permit safe inspection of the  
26 system(s) checked above prior to Closing, BUYER waives such inspection and agrees to accept SELLER'S  
27 representation herein concerning the condition of the system(s) in lieu of inspection. BUYER understands all  
28 Brokers, their representatives, agents or employees have no personal knowledge concerning the condition of  
29 the system(s) on the Property. BUYER is relying solely upon the representations of the SELLER concerning  
30 the condition of said system(s).

31  
32 \_\_\_\_\_

33 **SELLER**

**DATE**

\_\_\_\_\_

**BUYER**

**DATE**

34  
35  
36 \_\_\_\_\_

37 **SELLER**

**DATE**

\_\_\_\_\_

**BUYER**

**DATE**

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## ADDITIONAL DISCLOSURES INCLUDING THOSE MANDATED BY STATE OR FEDERAL LAW

(To be used with any Non-KCRAR Contract or KCRAR Residential Lease)

### Adds 16, 18, 20 to non-board

1 **SELLER/LANDLORD:** \_\_\_\_\_

2 **BUYER/TENANT:** \_\_\_\_\_

3 **PROPERTY:** \_\_\_\_\_

4 \_\_\_\_\_

5

6 **1. LEAD BASED PAINT DISCLOSURE.** If the Property was built prior to 1978, BUYER acknowledges receiving,

7 reading and signing the Federally required disclosure regarding lead based paint.

8 ☐ Lead Based Paint Disclosure Addendum is hereby attached.

9

10 **2. RADON DISCLOSURE.** Every BUYER of residential real property is notified the property may present

11 exposure to dangerous concentrations of indoor radon gas that may place occupants at risk of developing

12 radon-induced lung cancer.

13 Radon, a class-A human carcinogen, is the leading cause of lung cancer in non-smokers and the second

14 leading cause overall. Kansas law requires SELLER to disclose any information known to the SELLER that

15 shows elevated concentrations of radon gas in residential real property.

16 The Kansas Department of Health and Environment recommends all BUYERS have an indoor radon test

17 performed prior to purchasing or taking occupancy of residential real property. All testing for radon should be

18 conducted by a radon measurement technician. Elevated radon concentrations can be easily reduced by a

19 radon mitigation technician.

20 For additional information, please go to <http://www.kansasradonprogram.org> or in Missouri a national source

21 for radon information is <http://www.epa.gov/radon>.

22

23 **3. CRIME INFORMATION DISCLOSURE.** In Missouri and in Kansas, law requires persons who are convicted of

24 certain crimes, including certain sexually violent crimes, to register with the Sheriff of the county in which they

25 reside. If you, as the BUYER, desire information regarding those registrants, you may find information on the

26 homepage of the Kansas Bureau of Investigation (KBI) at <http://www.kansas.gov/kbi> or by contacting the

27 local Sheriff's office in Kansas. In Missouri, you may find information on the homepage of the Missouri State

28 Highway Patrol at <https://www.mshp.dps.missouri.gov/CJ38/searchRegistry.jsp> or BUYER should contact the

29 Sheriff of the county in which the Property is located.

30

31 **4. BROKERAGE RELATIONSHIP DISCLOSURE.**

32 SELLER/LANDLORD and BUYER/TENANT acknowledge the Real Estate Brokerage Relationship Brochure

33 has been furnished to them and the brokerage relationships were disclosed to them no later than the first

34 showing, upon first contact, or immediately upon the occurrence of any change to that relationship.

35 SELLER/LANDLORD and BUYER/TENANT acknowledge the real estate Licensee(s) involved in this

36 transaction may be acting as Agents of the SELLER/LANDLORD, Agents of the BUYER/TENANT, Transaction

37 Broker(s) or Disclosed Dual Agents (**Available only in Missouri.**)

38 Licensee acting in the capacity of:

39

40 a. Agent for the SELLER has a duty to represent the SELLER'S interest and will not be the Agent of the

41 BUYER. Information given by the BUYER to an Agent of the SELLER will be disclosed to the SELLER.

42 b. Agent for the BUYER has a duty to represent the BUYER'S interest and will not be an Agent of the

43 SELLER. Information given by the SELLER to an Agent of the BUYER will be disclosed to the BUYER.

44 \_\_\_\_\_ Initials \_\_\_\_\_ Initials \_\_\_\_\_  
SELLER/ LANDLORD SELLER/ LANDLORD BUYER/ TENANT BUYER/ TENANT

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

Licensee assisting SELLER/LANDLORD is a:  
(Check appropriate box(es))

- ☐ SELLER'S/LANDLORD'S Agent  
☐ Designated SELLER'S/LANDLORD'S Agent (In  
Kansas, Supervising Broker acts as a Transaction  
Broker)  
☐ Transaction Broker and SELLER/LANDLORD agree,  
if applicable, to sign a Transaction Broker Addendum.  
SELLER/LANDLORD is not being represented.  
☐ Disclosed Dual Agent and SELLER/LANDLORD  
agree to sign a Disclosed Dual Agency Amendment  
(Missouri only)  
☐ BUYER'S/TENANT'S Agent  
☐ Designated BUYER'S/TENANT'S Agent (In Kansas,  
Supervising Broker acts as a Transaction Broker)  
  
☐ Subagent  
☐ SELLER/LANDLORD is not being represented

Licensee assisting BUYER/TENANT is a:  
(Check appropriate box(es))

- ☐ BUYER'S/TENANT'S Agent  
☐ Designated BUYER'S/TENANT'S Agent (In  
Kansas, Supervising Broker acts as a  
Transaction Broker)  
☐ Transaction Broker and BUYER/TENANT agree, if  
applicable, to sign a Transaction Broker Addendum.  
BUYER/TENANT is not being represented.  
☐ Disclosed Dual Agent and BUYER/TENANT agree  
to sign a Disclosed Dual Agency Amendment  
(Missouri only)  
☐ SELLER'S/LANDLORD'S Agent  
☐ Designated SELLER'S/LANDLORD'S Agent in  
BUYER'S/TENANT'S Purchase of the Property (In  
Kansas, Supervising Broker acts as a Transaction  
Broker)  
  
☐ Subagent  
☐ BUYER/TENANT is not being represented

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

Brokers are compensated by: ☐ SELLER/LANDLORD and/or ☐ BUYER/TENANT

**ALL PARTIES ACKNOWLEDGE THAT THE REAL ESTATE SALE CONTRACT TO WHICH THIS DISCLOSURE IS ATTACHED IS NOT A STANDARD KCRAR DOCUMENT. IT IS RECOMMENDED THAT ALL PARTIES SEEK LEGAL COUNSEL PRIOR TO SIGNING THE DOCUMENT.**

**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.**

If applicable, 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.

SELLER/LANDLORD DATE

SELLER/LANDLORD DATE

SELLER/LANDLORD DATE

LICENSEE ASSISTING SELLER/LANDLORD DATE

LICENSEE'S EMAIL ADDRESS CONTACT #

LICENSEE'S EMAIL ADDRESS CONTACT #

BROKERAGE NAME CONTACT #

BUYER/TENANT DATE

BUYER/TENANT DATE

BUYER/TENANT DATE

LICENSEE ASSISTING BUYER/TENANT DATE

LICENSEE'S EMAIL ADDRESS CONTACT #

LICENSEE'S EMAIL ADDRESS CONTACT #

BROKERAGE NAME CONTACT #

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## PURCHASE PRICE ESCALATION ADDENDUM

### Modifies Offer Price

THIS ADDENDUM IS FOR USE AS AN ATTACHMENT TO AN OFFER OR COUNTER OFFER DURING NEGOTIATIONS. IT IS NOT INTENDED FOR USE AS AN AMENDMENT TO AN EXISTING CONTRACT.

1 **SELLER:** \_\_\_\_\_

2 **BUYER:** \_\_\_\_\_

3 **PROPERTY:** \_\_\_\_\_

- 4
- 5
- 6
- 7 1. If, prior to SELLER'S acceptance of BUYER'S offer to purchase, SELLER received another bona
- 8 fide offer to purchase the property ("Competing Offer"), with terms acceptable to SELLER and a Net
- 9 Purchase Price (the Purchase Price less any identified expenses or costs to be paid by SELLER)
- 10 higher than the Net Purchase Price offered by BUYER, BUYER agrees that the Purchase Price of
- 11 BUYER'S offer is increased so that the Net Purchase Price is \$ \_\_\_\_\_ higher than the Net
- 12 Purchase Price in the Competing Offer(s), up to a Maximum Purchase Price of \$ \_\_\_\_\_. If
- 13 one or more Competing Offers include similar price escalation terms, this automatic increase will be
- 14 applied to the maximum escalated sales price of the highest competing escalation terms, not to
- 15 exceed the Maximum Purchase Price stated above.
- 16
- 17 2. BUYER acknowledges and affirms that either through financing or BUYER'S own cash, BUYER is
- 18 qualified, willing and able to purchase the Property with a sales price up to the Maximum Purchase
- 19 Price set forth in this Addendum. BUYER agrees to provide a pre-approval letter and/or proof of
- 20 funds sufficient to meet the terms of this Purchase Price Escalation Addendum.
- 21
- 22 3. In the event SELLER agrees to a sales price within the terms of this Addendum and up to the
- 23 Maximum Purchase Price, BUYER and SELLER agree to execute a Counter Offer setting forth the
- 24 new sales price and terms.
- 25
- 26 4. BUYER may request a copy of Competing Offer from SELLER. BUYER'S signature on Counter
- 27 Offer acknowledges satisfaction of BUYER'S request. Licensee Assisting Seller will remove
- 28 personally identifying information of the other prospective purchaser(s) but may not remove any
- 29 financial terms, including the Purchase Price or any expenses or costs to be paid by SELLER.
- 30

31 **CAREFULLY READ BEFORE SIGNING.**

32 **WHEN SIGNED BY ALL PARTIES, THIS DOCUMENT BECOMES PART OF LEGALLY BINDING**

33 **CONTRACT. IF NOT UNDERSTOOD, CONSULT AN ATTORNEY BEFORE SIGNING.**

34

35 \_\_\_\_\_

36

37 **SELLER** **DATE**

35 \_\_\_\_\_

36

37 **BUYER** **DATE**

38 \_\_\_\_\_

39

39 **SELLER** **DATE**

38 \_\_\_\_\_

39

39 **BUYER** **DATE**

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# Modifies "Position"



## BACKUP CONTRACT ADDENDUM

1 **SELLER:** \_\_\_\_\_

3 **BUYER:** \_\_\_\_\_

5 **PROPERTY:** \_\_\_\_\_

7 **The terms contained in this Addendum are an integral part of the above referenced Residential Real Estate Sale Contract.**

10 **1. CONDITIONS FOR BACKUP CONTRACT.** This Contract is conditioned upon the SELLER'S release from or  
11 the termination of a Primary Contract dated \_\_\_\_\_ between  
12 \_\_\_\_\_ as SELLER and  
13 \_\_\_\_\_ as BUYER  
14 on or before \_\_\_\_\_. (Print names; if not completed, BUYER names to  
15 be inserted by Licensee assisting the SELLER prior to presentation to SELLER.) In the event of the Primary  
16 Contract closing prior to a release or termination of Primary Contract, the Backup position of this Contract,  
17 and any additional Contracts, will be cancelled and the Earnest Money, if any, will be returned to BUYER  
18 subject to the provisions of the Earnest Money and Additional Deposits paragraph of the Contract.

20 **2. NOTIFICATION TO BUYER FROM SELLER.** Upon notification to BUYER from SELLER of release from or  
21 the termination of Primary Contract, BUYER and SELLER agree to execute, within \_\_\_\_\_ calendar days (five (5)  
22 days if left blank) of written notification to BUYER, the **BACKUP TO PRIMARY TERMS** (last section of this  
23 Addendum) to establish New Effective Date, New Closing Date and New Possession Date. The signatures on  
24 the **BACKUP TO PRIMARY TERMS** section signify that this Backup Contract becomes the new Primary  
25 Contract.

27 If no agreement on new dates is reached within the timeframe above, then after expiration of the timeframe,  
28 either party may cancel by written notice to the other and the Earnest Money, if any, will be returned to  
29 BUYER subject to provisions of the Earnest Money and Additional Deposits paragraph of the Contract.

31 All time periods in this Contract shall begin on the first calendar date **after** the New Effective Date.

33 **3. MODIFICATION OF PRIMARY CONTRACT.** Nothing herein will prevent SELLER from modifying the  
34 Primary Contract on said Property in any manner whatsoever in order to facilitate its Closing.

36 **4. TERMINATION BY BUYER.** BUYER may cancel this Contract in writing, prior to written notification by  
37 SELLER or Licensee assisting SELLER that this Contract is now the Primary Contract. Upon such  
38 notification, this Contract will be cancelled and the Earnest Money, if any, will be subject to the Earnest  
39 Money and Additional Deposits paragraph of the Contract.

41 **5. ADDITIONAL BACKUP CONTRACTS.** In the event there are additional Backup Contracts, the Backup  
42 Contract position number will determine the order in which any Contract becomes eligible to become a  
43 Primary Contract.

SELLER SELLER Initials

Initials BUYER BUYER

6. **EARNEST MONEY AND ADDITIONAL DEPOSITS.** Earnest Money is not required until this contract becomes the Primary Contract.

**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 \_\_\_\_\_ DATE \_\_\_\_\_

BUYER \_\_\_\_\_ DATE \_\_\_\_\_

SELLER \_\_\_\_\_ DATE \_\_\_\_\_

BUYER \_\_\_\_\_ DATE \_\_\_\_\_

**THIS BACKUP CONTRACT IS IN POSITION #\_\_\_\_\_. (This blank must be completed upon SELLERS signature.)**

**BACKUP TO PRIMARY TERMS  
(TO BE COMPLETED WHEN THIS CONTRACT BECOMES NEW PRIMARY CONTRACT)**

SELLER has been released from or terminated the Primary Contract and this Contract is now in effect.

Accordingly, the following new terms are hereby established:

1. **THE NEW EFFECTIVE DATE IS** \_\_\_\_\_.
2. **THE NEW CLOSING DATE IS ON OR BEFORE**\_\_\_\_\_.
3. **THE NEW POSSESSION DATE IS ON** \_\_\_\_\_ **at** \_\_\_\_\_o'clock, (if left blank, **Possession** will be 5:00 P.M. on the **Closing Date**.

The signatures on this Addendum signify that this Backup Contract hereby becomes the new Primary Contract for the sale of the above Property.

SELLER \_\_\_\_\_ DATE \_\_\_\_\_

BUYER \_\_\_\_\_ DATE \_\_\_\_\_

SELLER \_\_\_\_\_ DATE \_\_\_\_\_

BUYER \_\_\_\_\_ DATE \_\_\_\_\_

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## ADDENDUM TO \_\_\_\_\_

THIS ADDENDUM IS FOR USE AS AN ATTACHMENT TO AN OFFER, COUNTER OFFER OR CHANGES/ MODIFICATIONS ADDENDUM DURING NEGOTIATIONS. IT IS NOT INTENDED FOR USE AS AN AMENDMENT TO AN EXISTING CONTRACT.

1 SELLER/LANDLORD: \_\_\_\_\_

2 BUYER/TENANT: \_\_\_\_\_

3 PROPERTY: \_\_\_\_\_

4  
5 THE FOLLOWING TERMS ARE AN INTEGRAL PART OF THE ABOVE REFERENCED OFFER OR COUNTER  
6 OFFER. (Check applicable box(es)):

7  
8 1. ☐ BASE CONTRACT - Paragraph # \_\_\_\_\_, or  
9 \_\_\_\_\_ ADDENDUM - Paragraph # \_\_\_\_\_

10 is changed as follows:

11  
12  
13  
14

15 2. ☐ BASE CONTRACT - Paragraph # \_\_\_\_\_, or  
16 \_\_\_\_\_ ADDENDUM - Paragraph # \_\_\_\_\_

17 is changed as follows:

18  
19  
20  
21

22 3. ☐ BASE CONTRACT - Paragraph # \_\_\_\_\_, or  
23 \_\_\_\_\_ ADDENDUM - Paragraph # \_\_\_\_\_

24 is changed as follows:

25  
26  
27  
28

29 4. ☐ ADDITIONAL TERMS:

30  
31  
32  
33

34 5. ☐ ADDITIONAL PAGES. The \_\_\_\_\_ additional pages attached to this Addendum contain terms which are an  
35 integral part of this Offer/Counter Offer.

36  
37 CAREFULLY READ THE TERMS HEREOF BEFORE SIGNING. WHEN SIGNED BY ALL PARTIES,  
38 THIS DOCUMENT BECOMES PART OF A LEGALLY BINDING CONTRACT.  
39 IF NOT UNDERSTOOD, CONSULT AN ATTORNEY BEFORE SIGNING.

40  
41

42 SELLER/LANDLORD DATE

43  
44

45 SELLER/LANDLORD DATE

40  
41

42 BUYER/TENANT DATE

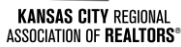
43  
44

45 BUYER/TENANT DATE

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# AFTER CONTRACT AMENDMENT



**THIS AMENDMENT FORM IS FOR USE IN CHANGING THE TERMS OF AN EXISTING CONTRACT. IT IS NOT INTENDED FOR USE AS PART OF AN OFFER OR COUNTER OFFER DURING NEGOTIATIONS.**

1 **SELLER/LANDLORD:** \_\_\_\_\_

2 **BUYER/TENANT:** \_\_\_\_\_

3 **PROPERTY:** \_\_\_\_\_

4 **EFFECTIVE DATE OF CONTRACT:** \_\_\_\_\_

5 ***This amendment modifies the terms of the above referenced contract. Except for the changes noted below,***  
6 ***all of the other provisions of the contract shall remain in full effect. (Check applicable box(es)):***

7  
8 1. ☐ **BASE CONTRACT - Paragraph #** \_\_\_\_\_ **, or** **ADDENDUM - Paragraph #** \_\_\_\_\_  
9  
10 is changed as follows:

11  
12  
13  
14

15 2. ☐ **BASE CONTRACT - Paragraph #** \_\_\_\_\_ **, or** **ADDENDUM - Paragraph #** \_\_\_\_\_  
16  
17 is changed as follows:

18  
19  
20  
21

22 3. ☐ **BASE CONTRACT - Paragraph #** \_\_\_\_\_ **, or** **ADDENDUM - Paragraph #** \_\_\_\_\_  
23  
24 is changed as follows:

25  
26  
27  
28

29 4. ☐ **ADDITIONAL TERMS:**

30  
31  
32  
33

34 5. ☐ **ADDITIONAL PAGES.** The \_\_\_\_\_ additional pages attached to this Amendment contain terms which are an  
35 integral part of this Contract.

36  
37 **CAREFULLY READ THE TERMS HEREOF BEFORE SIGNING. WHEN SIGNED BY ALL PARTIES,**  
38 **THIS DOCUMENT BECOMES PART OF A LEGALLY BINDING CONTRACT.**  
39 **IF NOT UNDERSTOOD, CONSULT AN ATTORNEY BEFORE SIGNING.**

40  
41 \_\_\_\_\_

42 **SELLER/LANDLORD** **DATE**

40  
41 \_\_\_\_\_

42 **BUYER/TENANT** **DATE**

43  
44 \_\_\_\_\_

45 **SELLER/LANDLORD** **DATE**

43  
44 \_\_\_\_\_

45 **BUYER/TENANT** **DATE**

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# EXCLUSIVE RIGHT TO SELL CONTRACT

1 **THIS CONTRACT** is made between \_\_\_\_\_  
2 \_\_\_\_\_ (“SELLER” *Indicate Marital Status*)  
3 and \_\_\_\_\_ (“BROKER”)  
4 for the Property known as: \_\_\_\_\_  
5 and legally described as below, or as described in the attached Legal Description Addendum

6 \_\_\_\_\_  
7 \_\_\_\_\_  
8 \_\_\_\_\_  
9 \_\_\_\_\_ (“Property”)

10 is **EXCLUSIVE** for a period beginning \_\_\_\_\_ (or date of last signature, whichever is later) and  
11 ending at 11:59 p.m. on \_\_\_\_\_ inclusive unless terminated by BROKER. The Property is offered  
12 for sale for the Purchase Price of \$ \_\_\_\_\_ on terms agreeable to SELLER. **SELLER hereby**  
13 **warrants to BROKER that this is the one and only Right to Sell Contract in effect regarding the Property** and  
14 SELLER has the capacity to convey merchantable title to the Property. BROKER and licensee(s) are licensed under  
15 the laws of the state in which the Property is located.

16  
17 Unless otherwise indicated in the checkbox below, SELLER agrees Property data will be entered in the Heartland  
18 Multiple Listing Service (MLS) as an active status listing within one business day of the above stated beginning date  
19 (or date of last signature, whichever is later) and available for showings as soon as practical.

20  
21 ☐ SELLER authorizes BROKER to enter Property data in the MLS with a status that does not allow for property  
22 showings until \_\_\_\_\_ (MLS active date). Should SELLER agree to a showing prior to the MLS active  
23 date, SELLER authorizes BROKER to update the MLS status to an active status and SELLER agrees Property will  
24 immediately be made available for showings by all MLS participants and subscribers.

25  
26 ☐ This Contract pertains to Residential Resale Property. SELLER agrees to complete the Seller's Disclosure and  
27 Condition of Property Addendum (Residential) to be provided to prospective Buyers and to update the disclosure  
28 statement at the request of Broker. If the Property has acreage, the Seller's Disclosure and Condition of Property  
29 Addendum (Land) should be used in conjunction with the Seller's Disclosure and Condition of Property  
30 Addendum (Residential).

31  
32 ☐ This Contract pertains to New Home Construction.

33  
34 ☐ This Contract pertains to Land. SELLER agrees to complete the Seller's Disclosure and Condition of Property  
35 Addendum (Land) to be provided to prospective Buyers and to update the disclosure statement at the request of  
36 Broker.

37  
38 **1. LISTING SERVICES:** SELLER authorizes BROKER to:

- 39 a. Cooperate and share the commission payable under this Contract with other brokers including brokers who  
40 have been employed as Buyer agents, subagents, disclosed dual agents (Missouri only), transaction brokers,  
41 or designated agents, subject, where applicable, to authorization as otherwise provided in this Contract.  
42 b. Submit pertinent information, including virtual tours and images when applicable, concerning the Property to  
43 any listing service to which BROKER subscribes and to abide by the rules of the listing service.  
44 c. Provide to listing services for dissemination to others, including the county appraiser if required by law, timely  
45 notice of status changes affecting the Property, sales information, including price, and other information  
46 concerning the Property for use of the members of such services, to compile reliable statistics, and to  
47 establish market value for other properties. Report sales information about the property, including the price at  
48 which the property sold, to the MLS for dissemination to MLS Participants, Subscribers, and other licensees  
49 or users of the MLS database compilation.  
50 d. Obtain information on SELLER'S mortgage(s) and/or home equity loan(s).

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- e. Disseminate data about the Property and other information relating to the Property supplied by, or on behalf of SELLER, including creative works depicting the Property, such as virtual tours, images, and any textual descriptions of the Property (collectively referred to as "Content"), to MLS participants, subscribers and other licensees or users of the MLS database compilation, or any other MLS in which BROKER participates, and to further disseminate, or permit MLS or other MLS participants to disseminate such Content to potential purchasers through websites on the Internet. Further, the BROKER is authorized to otherwise advertise the Property in any manner deemed appropriate by the BROKER, including but not limited to advertising on the Internet, virtual tours, websites, trade journals and any other medium, and communications via e-mail and facsimile. Notwithstanding, any of the above, SELLER reserves the right to opt-out of internet advertising and advertising on other BROKERS' websites by completing a separate "Opt-Out" form.
- f. Grant to the BROKER an irrevocable, perpetual, non-exclusive and fully sub-licensable and assignable right (through multiple tiers) to use, reproduce, modify, adapt, publish, create derivative works from, distribute, perform, and display any photographs, floor plans, architectural drawings, video images, sounds, or other copyrightable material related to the Property ("Works"), and to incorporate any such Works (in whole or in part) into other Works in any form, media, or technology now known or later developed.
- g. This non-exclusive license shall survive the termination of this Agreement for any reason whatsoever. SELLER represents and warrants to BROKER that the license granted to BROKER for this Content, does not violate or infringe upon the rights, including any copyright rights, of any person or entity. SELLER acknowledges and agrees that all listing content is owned exclusively by BROKER, and SELLER has no right, title or interest in Content.

**2. SELLER AGREES TO:**

- a. Refer any offer or inquiry regarding the Property that is received by SELLER during the term of this Contract to BROKER.
- b. Permit BROKER to place a "For Sale" or similar signage on the Property and to remove all other signs during the term of this Contract.
- c. Permit BROKER to place a "Sold", "Under Contract" or similar signage on the Property after a Contract has been accepted by SELLER.
- d. Allow BROKER to enter the Property at reasonable times for the purpose of inspection, preview, or to show the Property to prospective purchasers or other brokers.
- e. Furnish BROKER with a key(s) to the Property, authorize the use of a "Lock Box" during the term of this Contract and to hold BROKER, their licensees, employees, cooperating brokers, their agents and employees, the Heartland Multiple Listing Service, the Kansas City Regional Association of Realtors® free and harmless from any loss or damage that might result from the use of such.
- f. Allow BROKER to accept a deposit to be applied against the Purchase Price and to place that deposit into the escrow account maintained by BROKER or other escrow agent until the Closing of the sale of the Property. If the deposit is forfeited by the Buyer, \_\_\_\_\_% (zero (0) if left blank) of the deposit shall be retained by BROKER, provided, however, that the amount retained shall not exceed the amount to which BROKER would be entitled as a commission if the transaction had been consummated, and the balance of the deposit shall be paid to SELLER.
- g. If applicable, leave all utilities on at the Property during the term of this Contract or until Possession, whichever is later, unless provided for otherwise in the Contract.
- h. If applicable, upon closing reset to factory setting or provide codes and passwords for all electronic systems or components at the Property, including those components controlled remotely.
- i. If applicable, maintain adequate homeowner's property insurance during the term of this Contract or until Possession, whichever is later, and contact their insurance company regarding the adequacy of said insurance.
- j. Provide any necessary documentation regarding the manner in which ownership or title is held in advance of entering into an agreement to sell Property.
- k. Permit BROKER to continue to show Property to other prospective buyers after a Contract to sell the Property has been accepted by SELLER. Backup showings may continue at the BROKER'S discretion until Closing, or until SELLER notifies BROKER to discontinue showings.

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103 **3. BROKER AGREES TO:**

- 104 a. Market the Property at BROKER'S cost and expense unless otherwise specifically agreed upon elsewhere in  
105 this contract.
- 106 b. Perform the terms of this Contract, exercise reasonable skill and care for SELLER, and promote the interests  
107 of SELLER with the utmost good faith, loyalty and fidelity **unless** acting as a Transaction BROKER, or as a  
108 Disclosed Dual agent (**Missouri only**).
- 109 c. Seek a price and terms acceptable to SELLER.
- 110 d. Provide, at a minimum, the following services:
- 111 1. Accept delivery of and present to SELLER all offers and counter offers to sell Property;
- 112 2. Assist SELLER in developing, communicating, negotiating, and presenting offers, counter offers, and  
113 notices that relate to the offers and the counter offers until a purchase agreement is signed and all  
114 contingencies are satisfied or waived; and
- 115 3. Answer SELLER'S questions relating to the offers, counter offers, notices, and contingencies.
- 116 e. Disclose to SELLER all adverse material facts actually known (or should have known, in Missouri) by Broker  
117 about Buyer.
- 118 f. Disclose to SELLER any facts known by BROKER which are omitted from or contradict any information  
119 included in a written report prepared by a qualified third party.
- 120 g. Comply with all applicable federal, state, and local laws, rules and regulations, and ordinances, including fair  
121 housing and civil rights statutes and rules and regulations.
- 122 h. Keep all information about SELLER confidential unless: disclosure is authorized under this Contract;  
123 disclosure is required by statute, rule or regulation; failure to disclose would constitute a fraudulent  
124 misrepresentation; or disclosure is necessary under applicable law to defend the affiliated licensee against an  
125 action of wrongful conduct in an administrative or judicial proceeding or before a professional committee.
- 126 i. Disclose to all prospective Buyers all adverse material facts actually known by the BROKER, including but not  
127 limited to:
- 128 1. Any environmental hazards affecting the Property which are required by law to be disclosed;
- 129 2. The physical condition of the Property;
- 130 3. Any material defects in the Property;
- 131 4. Any material defects in the title to the Property;
- 132 5. Any material limitation on SELLER'S ability to perform under the terms of the contract.
- 133 j. Assist with the closing of the sale of the Property.
- 134 k. Account in a timely manner for all money and property received.
- 135

136 BROKER shall not be obligated to continue to market the Property or present subsequent offers after an offer has  
137 been accepted by SELLER unless SELLER and BROKER agree to continue to market the Property until Closing.  
138 **Notwithstanding the above, if the Property is in Missouri, all written offers MUST be presented regardless**  
139 **of whether the Property is subject to a sale contract.**

140

141 **4. BROKER'S AUTHORIZATION TO DISCLOSE.** Broker is required to disclose certain terms and details of a  
142 transaction to the MLS and in accordance with real estate license law. SELLER may authorize Broker to disclose  
143 reason for sale of Property and terms of other offers to other Brokers and prospective Buyers.

144

145 **a. Motivating Factor for sale of Property (check one):**

- 146 ☐ Seller does not authorize Broker to disclose reason for sale.
- 147 ☐ Seller authorizes Broker to disclose the following motivating factors for sale:
- 148 \_\_\_\_\_
- 149 \_\_\_\_\_

150 **b. Other Offers (check one):**

- 151 ☐ Seller does not authorize Broker to disclose existence of other offers.
- 152 ☐ Seller authorizes Broker to disclose existence of other offers.
- 153 ☐ Seller authorizes Broker to disclose existence **and terms of** other offers.

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- 154 5. **SELLER'S DISCLOSURE AND CONDITION OF PROPERTY ADDENDUM ("Seller's Disclosure").** SELLER  
155 understands that the law requires disclosure of any material defects, known to SELLER, in the Property to  
156 prospective Buyer(s) and that failure to do so may result in civil liability for damages. **In the event of a material**  
157 **change in the condition of the Property. SELLER will provide all inspection reports, if any, and authorizes**  
158 **Licensee to disclose such reports** and warrants that there are no known defects in the Property except as will  
159 be indicated on the Seller's Disclosure. SELLER agrees to hold BROKER, its affiliated licensees and employees,  
160 and all cooperating Brokers and their agents and employees harmless for any damages or civil or criminal  
161 actions, and all claims, demands, suits, losses or expenses (including reasonable attorney's fees) arising out of  
162 any misrepresentation, nondisclosure, or concealment by SELLER in connection with the sale of the Property  
163 including, without limitation, the inaccuracy of information provided by SELLER for the preparation of the listing  
164 data, contained in the Seller's Disclosure, or otherwise provided or omitted in connection with the sale of the  
165 Property. SELLER agrees to thoroughly review the listing information prepared by BROKER and advise  
166 BROKER immediately of any errors or omissions, including but not limited to the age of the Property and size of  
167 the lot. SELLER agrees that SELLER will personally assume all responsibility for any claims made by a Buyer  
168 before or after possession with respect to any errors or omissions contained in the information provided to  
169 BROKER and the Buyer, and that BROKER shall not be responsible in any manner for any errors or omissions.  
170
- 171 6. **LEGAL AND PROFESSIONAL ADVICE.** BROKER suggests SELLER seek legal, tax, and other professional  
172 advice relative to any real estate transaction. BROKER makes no representation or warranty respecting the  
173 advisability of any transaction. BROKER is not an expert in matters relating to law, tax, financing, surveying,  
174 structural or mechanical condition, hazardous material, engineering, or other specialized topics. SELLER is  
175 encouraged to seek expert help in such areas. BROKER will cooperate with experts engaged by SELLER, but  
176 BROKER shall have no liability to SELLER pertaining to such matters.  
177
- 178 7. **LIABILITIES.** SELLER agrees to indemnify BROKER against and hold BROKER harmless from any liability for  
179 vandalism, theft or damage of any nature whatsoever to the Property, or for personal injury to persons on the  
180 Property. In consideration of BROKER'S arranging for any inspections at SELLER'S request, SELLER hereby  
181 agrees to indemnify and hold harmless BROKER, and BROKER'S affiliated licensees, agents and employees  
182 from any liability, costs or expenses resulting from or in connection with those inspections.  
183
- 184 8. **BROKERAGE RELATIONSHIP DISCLOSURE.** SELLER acknowledges receiving (a) the Broker Disclosure  
185 Form (in Missouri) on or before the signing of the Seller's Agency Agreement, or upon the licensee  
186 obtaining any personal or financial information, whichever occurs first; OR, (b) the Real Estate Brokerage  
187 Relationships Brochure (in Kansas) at the first practical opportunity. The Missouri "Form", or Kansas  
188 "Brochure" needs to be read by all consumers. SELLER understands and agrees that BROKER can show the  
189 Property and obtain offers from all prospective Buyers, including Buyers with whom BROKER has a brokerage  
190 relationship. BROKER shall notify SELLER and Buyer of BROKER'S intention to represent both of them  
191 **(Disclosed Dual Agency is available only in Missouri)**, to represent neither but to assist both the Buyer and  
192 SELLER **(Transaction Brokerage is available in both Kansas and Missouri)**, or designate an agent for the  
193 Buyer and another to represent SELLER **(Designated Agency is available in both Kansas and Missouri)**.  
194 SELLER also understands and agrees that as part of the marketing of the Property, BROKER will be showing  
195 Buyers properties other than the Property and providing Buyers with information on selling prices in the area.  
196 SELLER understands that BROKER may show alternative properties not owned by SELLER to prospects and  
197 may list competing properties for sale without breaching any duty or obligation to SELLER.
- 198 • **Seller Agency.** A SELLER'S agent represents SELLER only, so the Buyer may be either unrepresented or  
199 represented by another agent. The SELLER'S agent is responsible for performing the following duties:  
200 promoting the interests of SELLER with the utmost good faith, loyalty, and fidelity; protecting SELLER'S  
201 confidences, unless disclosure is required; presenting all offers in a timely manner; advising SELLER to  
202 obtain expert advice; accounting for all money and property received; disclosing to SELLER all adverse  
203 material facts about the Buyer that the agent knows; disclosing to the Buyer environmental hazards affecting  
204 the Property that are required to be disclosed, the physical condition of the Property or any material defects  
205 in the Property or in the title to the Property; any material limitation on SELLER'S ability to complete the  
206 contract. The SELLER'S agent has no duty to conduct an independent inspection of the Property for the  
207 benefit of the Buyer or to independently verify the accuracy or completeness of any statement by SELLER or  
208 any qualified third party.

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- **Transaction Broker. (Kansas and Missouri).** SELLER acknowledges that BROKER may have Buyer clients who have retained BROKER to represent them in the acquisition of property. If one of these clients becomes interested in making an offer on the Property, BROKER would be in the position of representing the Buyer and SELLER in the same transaction. Unless designated agents have been appointed as provided below, this representation would constitute a dual agency **(Missouri only)**. With the informed consent of both SELLER and the Buyer, BROKER may act as a Transaction Broker. As a Transaction Broker, BROKER would assist the parties with the real estate transaction without being an agent or advocate for the interests of either party. A Transaction Broker has the duty to perform the terms of any written or oral agreement made with any party to the transaction; to exercise reasonable skill, care and diligence as a Transaction Broker, including but not limited to: presenting all offers and counter offers in a timely manner regardless of whether the Property is subject to a Contract for sale or lease or a letter of intent; keeping the parties fully informed regarding the transaction and suggesting that such parties obtain expert advice as to material matters about which the Transaction Broker knows but the specifics of which are beyond the expertise of such broker; accounting in a timely manner for all money and property received; disclosing to each party to the transaction any adverse material facts of which the Transaction Broker has actual notice or knowledge; and assisting the parties in complying with the terms and conditions of any Contract. The parties to a transaction brokerage transaction shall not be liable for any acts of the Transaction Broker. The following information shall not be disclosed by a Transaction Broker without the informed consent of the party or parties disclosing such information to the BROKER: that a Buyer is willing to pay more than the Purchase Price offered for the Property; that SELLER is willing to accept less than the asking price for the Property; what the motivating factors are for any party buying, selling or leasing the Property; that SELLER or a Buyer will agree to financing terms other than those offered or any confidential information about the other party, unless disclosure of such information is required by law, statute, rules or regulations or failure to disclose such information would constitute fraud or dishonest dealing. **(A separate Transaction Broker Addendum must be signed by all parties when this arrangement is used.)**
- **Subagency.** A Subagent is the agent of an agent. A Subagent owes the same obligations and responsibilities as the agent.
- **Disclosed Dual Agency. (Missouri only).** BROKER may have Buyer clients who have retained BROKER to represent them in connection with the acquisition of property. If a Buyer represented by BROKER becomes interested in making an offer on the Property, BROKER is in the position of representing both SELLER and the Buyer in that transaction. This representation, known as dual agency, can create inherent conflicts of interest. The same is true if the listing agent is also the selling agent. A Dual Agent shall be a limited agent for both SELLER and a Buyer and shall have the duties of SELLER'S or a Buyer's agent except that a Dual Agent may disclose any information to one client that the licensee gains from the other client if the information: (1) is material to the transaction unless it is confidential information that has not been made public or, (2) becomes public by the words or conduct of the client to whom the information pertains or, (3) is obtained from a source other than the licensee. A Dual Agent may not disclose, without the consent of the client to whom the information pertains: that a Buyer is willing to pay more than the Purchase Price offered for the Property; that SELLER is willing to accept less than the asking price for the Property; what the motivating factors are for any client, buying or selling the Property or that a client will agree to financing terms other than those offered and/or the terms of any prior offers or counter offers made by any party. A Dual Agent shall not disclose to one client any confidential information about the other client unless the disclosure is required by statute, rule or regulation or failure to disclose the information would constitute a misrepresentation or unless disclosure is necessary to defend the affiliate licensee against an action of wrongful conduct in any administrative or judicial proceeding or before a professional committee. **(A separate Disclosed Dual Agency Amendment must be signed by SELLER and the Buyer when this form of agency is used.)**
- **Designated Agency.** A Designated Agent is a licensee affiliated with BROKER who has been designated by BROKER, or BROKER'S authorized representative, to act as the agent of a Buyer represented by BROKER or a SELLER represented by BROKER to the exclusion of all other affiliated licensees of BROKER. The use of a Designated Agent is an alternative to a Disclosed Dual Agency in Missouri or a Transaction Broker in Kansas or Missouri. A Designated SELLER'S Agent will perform all of the duties of a SELLER'S Agent.  
**If a Designated Agent is appointed to represent SELLER, SELLER understands and agrees that:**
  1. The Designated Agent will perform all of the duties of a SELLER'S Agent and will be SELLER'S legal agent to the exclusion of all other licensees affiliated with BROKER.
  2. Another licensee with the BROKER may act as a Designated Agent for a Buyer in the sale of the Property.

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3. The supervising broker (or branch broker, if applicable) will act as a Transaction Broker and will not advocate for the interests of either party and will not, without prior consent of both parties, disclose any information or personal confidences about a party which might place the other party at an advantage. The supervising broker (or branch broker, if applicable) may appoint an affiliated licensee to act in the transaction as a Transaction Broker.
4. If the Designated Agent for SELLER is also the Designated Agent of a Buyer who is interested in purchasing the Property, the Designated Agent cannot represent both SELLER and Buyer. With the informed consent of both SELLER and Buyer, the Designated Agent may act as a Transaction Broker and assist the parties with the real estate transaction without being an agent or advocate for the interests of either party.
5. If a Buyer who is represented by a Designated Agent of BROKER wants to see a property which was personally listed by the supervising broker, then the supervising broker, with the written consent of SELLER, may specifically designate an affiliated licensee who will act as the Designated Agent for SELLER.

**9. BROKERAGE RELATIONSHIPS CONFIRMATION:** Unless otherwise provided herein, the SELLER authorizes the designated broker to cooperate with and compensate other designated brokers.

SELLER consents to the following (*Check applicable boxes*):

- ☐ Yes ☐ No SELLER consents to Seller Agency.
- ☐ Yes ☐ No SELLER consents to a Transaction Broker and agrees, if applicable, to sign a Transaction Broker Addendum.
- ☐ Yes ☐ No SELLER consents to Subagency.
- ☐ Yes ☐ No SELLER consents to Dual Agency and agrees, if applicable, to sign a Disclosed Dual Agency Amendment. (*Missouri only*)
- ☐ Yes ☐ No SELLER consents to the appointment of a Designated Agent for Seller. (*In Kansas, Supervising Broker acts as a Transaction Broker*)
- ☐ Yes ☐ No SELLER consents to the appointment of a Designated Agent for a Buyer in sale of the SELLER'S Property. (*In Kansas, Supervising Broker acts as a Transaction Broker*)

**10. TITLE INSURANCE.** SELLER has been informed of SELLER'S responsibility to provide the Buyers of the Property with evidence of clear title as required by the sale Contract. SELLER authorizes BROKER to order title evidence through \_\_\_\_\_.

Title to the Property is vested in the name(s) of: \_\_\_\_\_

(including but not limited to marital status, trust documents, LLC).

**11. COMPENSATION.**

- a. SELLER agrees to pay BROKER a commission which shall be:  
The Commission shall be due and payable if BROKER or anyone else produces or finds a purchaser ready, willing, and able to purchase the Property at the price and terms offered now or at the price and terms acceptable to SELLER at a later date. The Commission shall be split \_\_\_\_\_% listing side and \_\_\_\_\_% selling side.  
Other Compensation: \_\_\_\_\_  
SELLER authorizes the party handling the Closing to pay Commission to BROKER from SELLER'S proceeds at the Closing. SELLER understands and agrees that BROKER may be compensated by more than one party in the transaction.
- b. If compensation to selling BROKER differs from what is stated in this Contract for any reason, such must be disclosed in writing to SELLER by BROKER. BROKER'S offer of compensation is only applicable to brokers who are participants in Heartland Multiple Listing System, unless otherwise agreed upon in writing.

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c. If the Property is not sold during the term of this Contract but a sale is made directly or indirectly within \_\_\_\_\_ calendar days (ninety (90) if left blank) after this Contract terminates to anyone to whom the Property was shown or submitted during the term of this Contract and whose name BROKER has submitted to SELLER in writing prior to the expiration of this Contract, the Commission and Other Compensation shall be due and payable to BROKER. However, SELLER shall not be obligated to pay the Commission and Other Compensation if a valid Exclusive Right To Sell Contract is entered into during such period with another licensed real estate broker and the sale of the Property is made during such period, **unless said exclusions have been added to a subsequent Exclusive Right To Sell Contract.** The terms "purchase" and "sale" as used herein shall include any agreement to transfer all or a substantial part of SELLER'S interest in the Property, including a Contract for deed, a Contract for sale, a lease, a lease/option Contract, and a shared equity Contract.

**12. LIMITED HOME WARRANTY.** If applicable, it is suggested that SELLER consider the purchase of a home warranty plan for the Property which may increase the Property's marketability and reduce SELLER'S risk. 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. The program was explained to SELLER and SELLER (**Check one**):

☐ agrees to purchase a home warranty at a cost not to exceed \$ \_\_\_\_\_, from \_\_\_\_\_ (vendor) to be paid at Closing. (A separate application defining the coverage of the program may be signed at the time this listing is executed, and BROKER may receive a fee from the warranty company to cover processing and administration of the plan.)

☐ does not agree to purchase a home warranty.

**13. NOTICE TO SELLERS WHO ARE FOREIGN PERSONS.** A SELLER who is a foreign person should consult an attorney or accountant familiar with the Foreign Investment in Real Property Tax Act (FIRPTA) before entering into negotiations or contracts for the sale of property.

**14. FRANCHISE DISCLOSURE.** (check if applicable) ☐ BROKER is a member of a franchise and pursuant to the terms of its franchise agreement, the franchisor has no legal liability for the actions of BROKER, despite its use of franchisor's trade or insignia.

**15. CYBER PROTECTION.** As a SELLER involved in a real estate transaction where money is changing hands, SELLER may be a potential target for cyber-criminals. Always contact the closer directly before wiring any money.

**16. ADDITIONAL TERMS AND CONDITIONS, IF ANY:** \_\_\_\_\_

SELLER

SELLER

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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.

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

BROKERAGE

LICENSEE ASSISTING SELLER

DATE

SELLER

DATE

SELLER

DATE

SELLER ADDRESS

SELLER CITY, STATE, ZIP

SELLER PHONE #

SELLER EMAIL

**Appointment of Designated Agent(s):** BROKER or BROKER'S authorized representative hereby designates:

to act as a **Designated Agent(s)** on SELLER'S behalf. SELLER consents to the above named **Designated Agent(s)** acting as SELLER'S Designated Agent (or as a Transaction Broker, or Disclosed Dual Agent in Missouri if such Designated Agent is also the Designated Agent for the buyer, subject to both SELLER and Buyer signing a Transaction Broker Addendum or Disclosed Dual Agency Amendment (**Missouri only**) with BROKER, which shall be signed by the Buyer prior to writing the offer and by SELLER prior to signing the Contract).

BROKER'S Signature (required in Missouri)

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 10/21. All previous versions of this document may no longer be valid. Copyright January 2023.

# EXCLUSIVE BUYER AGENCY CONTRACT

1. **THIS CONTRACT** is made between \_\_\_\_\_ ("BUYER" *Indicate Marital Status*) and \_\_\_\_\_ ("BROKER").

By this Contract BUYER retains and appoints BROKER as BUYER'S Exclusive Agent to assist BUYER in the procurement of property ("Property") and to negotiate terms and conditions acceptable to BUYER for the procurement of the Property as generally described in this Contract; however, BROKER shall not be obligated to seek other properties after BUYER enters into a Contract to purchase the Property.

2. **GENERAL DESCRIPTION OF PROPERTY.** BUYER desires to purchase real property described as follows:

Type: ☐ Residential ☐ Income ☐ Vacant Land ☐ Commercial ☐ Other \_\_\_\_\_

GENERAL LOCATION: \_\_\_\_\_

APPROXIMATE PRICE RANGE: \$ \_\_\_\_\_ TO: \$ \_\_\_\_\_

3. **TERM OF AGREEMENT.** For a period beginning \_\_\_\_\_ (or date of last signature, whichever is later). This contract shall continue through 11:59 p.m. on \_\_\_\_\_ unless sooner terminated by BROKER by written notice to BUYER.

4. **BUYER REPRESENTATIONS.**

- a. BUYER warrants that BUYER is not currently obligated under any other Buyer Agency Contracts.
- b. BUYER warrants that BUYER is not obligated to pay any brokerage fees for properties that were previously shown to BUYER.
- c. BUYER warrants that BUYER is not aware of any facts that would prevent BUYER from closing any sale entered into under this Contract.
- d. BUYER agrees to comply with all applicable federal, state and local laws, rules and regulations and ordinances, including fair housing and civil rights statutes and rules and regulations.
- e. BUYER shall attempt to secure written loan pre-approval and disclose to BROKER the status of BUYER'S loan approval and shall provide a copy of current loan approval documents including all conditions and limitations required by lender.
- f. **BUYER AGREES TO INFORM ALL REAL ESTATE LICENSEES AND SELLERS WITH WHOM BUYER COMES IN CONTACT THAT BUYER IS A PARTY TO THIS EXCLUSIVE CONTRACT.**

5. **BROKER'S OBLIGATIONS.**

- a. Perform the terms of this Contract, exercise reasonable skill and care for BUYER, and promote the interests of BUYER with the utmost good faith, loyalty and fidelity **unless** acting as a Transaction Broker, or as a Disclosed Dual Agent (*Missouri only*).
- b. Seek a price and terms acceptable to BUYER.
- c. Provide, at a minimum, the following services:
  - 1. Accept delivery of and present to BUYER offers and counter offers to purchase the Property the BUYER seeks to purchase;
  - 2. Assist BUYER in developing, communicating, negotiating, and presenting offers, counter offers, and notices that relate to the offers and the counter offers until purchase agreement is signed and all contingencies are satisfied or waived; and
  - 3. Answer BUYER'S questions relating to the offers, counter offers, notices, and contingencies.
- d. In Missouri, BROKER shall not be obligated to continue to seek other properties while the client is a party to a Contract to purchase Property; however the BROKER must present all written offers to and from the client regardless of whether the client is a party to a purchase or not.
- e. Disclose to BUYER all adverse material facts actually known (or should have known, in Missouri) by BROKER and advise BUYER to obtain expert advice as to material matters known by BROKER but the specifics of which are beyond the BROKER'S expertise.
- f. Account in a timely manner for all money and property received.
- g. Comply with all applicable federal, state, and local laws, rules and regulations, and ordinances, including fair housing and civil rights statutes and rules and regulations.
- h. Not disclose any confidential information about BUYER unless: disclosure is authorized under this Contract; disclosure is required by statute, rules or regulations; or failure to disclose would constitute a material misrepresentation, or disclosure is necessary under Missouri law to defend the affiliated licensee against an action of wrongful conduct in an administrative or judicial proceeding or before a professional committee.

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- i. Disclose to BUYER and any Seller of Property all adverse material facts actually known (or should have known, in Missouri) by BROKER including but not limited to material facts concerning BUYER'S ability to perform under the terms of a sales contract and any facts actually known by BROKER that were omitted from or contradict any information included in a written report regarding the physical condition of the Property prepared by a qualified third party. In Missouri and in Kansas, law requires persons who are convicted of certain crimes, including certain sexually violent crimes, to register with the sheriff of the county in which they reside. If you, as the BUYER, desire information regarding those registrants, you may find information on the homepage of the Kansas Bureau of Investigation (KBI) at <http://www.Kansas.gov/kbi> or by contacting the local sheriff's office in Kansas. In Missouri, you may find information on the homepage of the Missouri State Highway Patrol at <https://www.mshp.dps.missouri.gov/CJ38/search.jsp> or BUYER should contact the sheriff of the county in which the Property is located.
- j. Assist with the closing of the sale of the Property.
- k. BROKER may search for properties in a Multiple Listing Service, and BROKER may, but is not required to, conduct searches and/or inquiries from other sources.

**6. COMPENSATION TO BROKER.**

- a. BROKER shall be entitled to compensation for assisting and negotiating in the procurement of Property acceptable to BUYER, or serving in Disclosed Dual Agency (**Missouri only**) or Transaction Broker situations. BROKER'S fee shall be: (**Check if applicable**)
- ☐ The amount shown as the "selling commission" in a Multiple Listing Service or \_\_\_\_\_ (\_\_\_\_) percent of the Purchase Price of the Property, whichever is greater. In the event BUYER wishes to purchase a Property that is not listed in a Multiple Listing Service, BROKER will seek a written fee agreement from the Seller in the amount of \_\_\_\_\_ (\_\_\_\_) percent of the Purchase Price of the Property. If said fee cannot be obtained from Seller, then BROKER shall notify BUYER in writing and BUYER agrees to either pay all of the balance on the agreed fee at the Closing of the transaction, or forego the purchase of said Property. If a selling incentive is offered by Seller, BUYER agrees that BROKER may accept same.
- ☐ Other Commission: \_\_\_\_\_. **BUYER understands and agrees that BROKER may be compensated by more than one party in the transaction. BUYER hereby authorizes the party handling the closing to pay Commission to BROKER from BUYER'S funds at closing.**
- b. Although this Contract primarily provides for BROKER to serve exclusively as BUYER'S Agent, BUYER may also authorize the BROKER to serve as a Disclosed Dual Agent (**Missouri only**) or Transaction Broker with regard to properties listed for sale by BROKER. **Carefully read the paragraph entitled "Brokerage Relationship Disclosure" in the Contract concerning this issue.**
- c. The BROKER'S fees shall also be deemed earned if BUYER or any person on BUYER'S behalf procures any real property of the nature described herein within \_\_\_\_\_ calendar days after termination of this Contract, which property BROKER, BROKER'S Agent or cooperating brokers presented or submitted to BUYER during the term hereof and the description of which BROKER shall have submitted in writing to BUYER, either in person or by mail within \_\_\_\_\_ calendar days after termination of this Contract.
- d. **The BROKER'S fees shall also be deemed earned if the Property was presented to BUYER by someone other than BROKER or was actually seen by BUYER without the services or assistance of any broker, during the term of this Contract and BUYER shall have failed to disclose to BROKER the description of such property or to refer the presentation or submission to BROKER.**
- e. BUYER shall be released and relieved of any obligation to pay the BROKER'S fees described herein, if through no fault on the part of the BUYER, the Seller fails to close the transaction. This provision shall not, however, relieve the Seller of any obligation to pay such fees as may be applicable. **If such transaction fails to close because of any breach of the sale Contract on the part of BUYER, BROKER'S fees will not be waived, but will be due and payable by BUYER immediately.**

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- 106 7. **BROKERAGE RELATIONSHIP DISCLOSURE.** BUYER acknowledges receiving (a) the Broker Disclosure  
107 Form (in Missouri) on or before the signing of the Exclusive Buyer Agency Agreement, or upon the  
108 licensee obtaining any personal or financial information, whichever occurs first; OR, (b) the Real Estate  
109 Brokerage Relationships Brochure (in Kansas) at the first practical opportunity. The Missouri "Form",  
110 or Kansas "Brochure" needs to be read by all consumers. BUYER understands and agrees that BROKER  
111 can show any property which is available for sale, including properties which are listed with Sellers with whom  
112 BROKER has a brokerage relationship. BROKER shall notify BUYER and Seller of BROKER'S intention to  
113 represent both of them (**Disclosed Dual Agency is available only in Missouri**), to represent neither but to  
114 assist both BUYER and Seller (Transaction Broker in both Kansas and Missouri), or designate an agent for the  
115 BUYER and another to represent Seller (Designated Agency in both Kansas and Missouri). BUYER understands  
116 that BROKER may show alternative properties not listed by BROKER to BUYER and may show all  
117 such properties for sale to other buyers without breaching any duty or obligation to BUYER.
- 118 • **Buyer Agency.** The BUYER'S agent represents BUYER only, so the Seller may be either unrepresented  
119 or represented by another agent. The BUYER'S agent is responsible for performing the following duties:  
120 promoting the interests of BUYER with the utmost good faith, loyalty and fidelity; protecting BUYER'S con-  
121 fidences, unless disclosure is required by law; presenting all offers in a timely manner; advising BUYER to  
122 obtain expert advice; accounting for all money and property received; disclosing to BUYER all adverse ma-  
123 terial facts that the agent knows; disclosing to the Seller all adverse material facts actually known by the  
124 agent, including all material facts concerning BUYER'S financial ability to perform the terms of the transac-  
125 tion. The BUYER'S agent has no duty to: conduct an independent investigation of BUYER'S financial con-  
126 dition for the benefit of the Seller; independently verify the accuracy or completeness of statements made  
127 by BUYER or any qualified third party.
  - 128 • **Transaction Broker. (Kansas and Missouri).** BUYER acknowledges that BROKER may have clients  
129 who have retained BROKER to represent them in the sale of property. If the property owned by one of  
130 these clients is one in which BUYER becomes interested in making an offer, BROKER would be in the  
131 position of representing BUYER and the Seller in the same transaction. Unless Designated Agents have  
132 been appointed as provided below, this representation would constitute a dual agency (**Missouri only**).  
133 With the informed consent of both BUYER and the Seller, BROKER may act as a Transaction Broker. As a  
134 Transaction Broker, BROKER would assist the parties with the real estate transaction without being an  
135 agent or advocate for the interests of either party. A Transaction Broker has the duty to perform the terms  
136 of any written or oral agreement made with any party to the transaction; to exercise reasonable skill, care  
137 and diligence as a Transaction Broker, including but not limited to: presenting all offers and counter offers  
138 in a timely manner regardless of whether the Property is subject to a Contract for sale or lease or a letter of  
139 intent; keeping the parties fully informed regarding the transaction and suggesting that such parties obtain  
140 expert advice as to material matters about which the Transaction Broker knows but the specifics of which  
141 are beyond the expertise of such broker; accounting in a timely manner for all money and property  
142 received; disclosing to each party to the transaction any adverse material facts of which the Transaction  
143 Broker has actual notice or knowledge; and assisting the parties in complying with the terms and conditions  
144 of any Contract. The parties to a transaction brokerage transaction shall not be liable for any acts of the  
145 Transaction Broker. The following information shall not be disclosed by a Transaction Broker without the  
146 informed consent of the party or parties disclosing such information to the Transaction Broker: that BUYER  
147 is willing to pay more than the Purchase Price offered for the Property; that a Seller is willing to accept less  
148 than the asking price for the Property; what the motivating factors are for any party buying, selling or  
149 leasing the Property; that a Seller or BUYER will agree to financing terms other than those offered; any  
150 confidential information about the other party, unless disclosure of such information is required by law,  
151 statute, rules or regulations or failure to disclose such information would constitute fraud or dishonest  
152 dealing. **A separate Transaction Broker Addendum must be signed by all parties when this**  
153 **arrangement is used.**
  - 154 • **Subagency-Agency.** A Subagent is the agent of an agent. A Subagent owes the same obligations and  
155 responsibilities as the agent.

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- 156 • **Disclosed Dual Agency. (Missouri only)** BROKER may have clients who have retained BROKER to  
157 represent them in connection with the sale of property. If a Seller represented by BROKER has property in  
158 which BUYER becomes interested in making an offer, BROKER is in the position of representing both  
159 BUYER and Seller in that transaction. This representation, known as dual agency, can create inherent  
160 conflicts of interest. A Dual Agent shall be a limited agent for both BUYER and Seller and shall have the  
161 duties of BUYER'S or Seller's agent except that a Dual Agent may disclose any information to one client  
162 that the licensee gains from the other client if the information: (1) is material to the transaction unless it is  
163 confidential information that has not been made public or; (2) becomes public by the words or conduct of  
164 the client to whom the information pertains or; (3) is obtained from a source other than the licensee. A Dual  
165 Agent may not disclose, without the consent of the client to whom the information pertains: that BUYER is  
166 willing to pay more than the Purchase Price offered for the Property; that a Seller is willing to accept less  
167 than the asking price for the Property; what the motivating factors are for any client, buying or selling the  
168 Property; that a client will agree to financing terms other than those offered and/or the terms of any prior  
169 offers or counter offers made by any party. A Dual Agent shall not disclose to any other client any  
170 confidential information about the other client unless the disclosure is required by statute, rules or  
171 regulations or failure to disclose the information would constitute a misrepresentation or unless disclosure  
172 is necessary to defend the affiliate licensee against an action of wrongful conduct in any administrative or  
173 judicial proceeding or before a professional committee. **A separate Disclosed Dual Agency Amendment  
174 must be signed by BUYER and Seller when this form of agency is used.**

- 175 • **Designated Agency.** A Designated Agent is a licensee affiliated with BROKER who has been designated  
176 by BROKER, or BROKER'S authorized representative, to act as the agent of a Buyer represented by  
177 BROKER or a Seller represented by BROKER to the exclusion of all other affiliated licensees of BROKER.  
178 The use of a Designated Agent is an alternative to a Disclosed Dual Agency in Missouri or a Transaction  
179 Broker in Kansas or Missouri. A Designated Buyer's Agent will perform all of the duties of a Buyer's Agent.

180 **If a Designated Agent is appointed to represent BUYER, BUYER understands and agrees that:**

- 181 1. The Designated Agent will perform all of the duties of the BUYER'S Agent and will be BUYER'S  
182 legal agent to the exclusion of all other licensees affiliated with BROKER.  
183 2. Another licensee with the BROKER may act as a Designated Agent for a Seller in BUYER'S  
184 purchase of the Property.  
185 3. The supervising broker (or branch broker, if applicable) will act as a Transaction Broker and will not  
186 advocate for the interests of either party and will not, without prior consent of both parties, disclose  
187 any information or personal confidences about a party which might place the other party at an  
188 advantage. The supervising broker (or branch broker, if applicable) may appoint an affiliated  
189 licensee to act in the transaction as a Transaction Broker.  
190 4. If the Designated Agent for BUYER is also the Designated Agent of a Seller, the Designated Agent  
191 cannot represent both BUYER and Seller. With the informed consent of both the BUYER and  
192 Seller, the Designated Agent may act as a Transaction Broker and assist the parties with the real  
193 estate transaction without being an agent or advocate for the interests of either party.  
194 5. If BUYER is represented by a Designated Agent of BROKER and wants to see property which was  
195 personally listed by the supervising broker, the supervising broker, with the written consent of the  
196 Seller, may specifically designate an affiliated licensee who will act as the Designated Agent for  
197 Seller.  
198

- 199 **8. BROKERAGE RELATIONSHIPS CONFIRMATION.** Unless otherwise provided herein, BUYER authorizes the  
200 designated BROKER to cooperate with and receive compensation from other brokers.  
201 BUYER consents to the following (*Check applicable boxes*):  
202

- 203 ☐ Yes ☐ No BUYER consents to Buyer Agency.  
204 ☐ Yes ☐ No BUYER consents to a Transaction Broker and agrees, if applicable, to sign a  
205 **Transaction Broker Addendum.**  
206 ☐ Yes ☐ No BUYER consents to Dual Agency and agrees, if applicable, to sign a Disclosed Dual  
207 Agency Amendment. **(Missouri Only)**  
208 ☐ Yes ☐ No **BUYER consents to Designated Agency. (In Kansas, Supervising**  
209 **Broker acts as a Transaction Broker)**  
210 ☐ Yes ☐ No **BUYER consents to the appointment of a Designated Agent for a Seller in BUYER'S**  
211 **purchase of the Property. (In Kansas, Supervising Broker acts as a Transaction**  
212 **Broker)**

- 213 9. **COST OF SERVICES OBTAINED FROM OUTSIDE SOURCES.** BROKER shall not obtain or order products  
214 or services from outside sources unless BUYER agrees in writing to pay for the same immediately when  
215 payment is due. Examples of such outside sources would include, but are not limited to, surveys, soil tests, title  
216 reports, engineering studies, or inspections.  
217
- 218 10. **DISCLOSURE OF BROKER'S ROLE.** At the time of every initial contact, BROKER shall inform all prospective  
219 Sellers and their agents with whom BROKER negotiates pursuant to this Contract that BROKER acts on behalf  
220 of BUYER. BUYER authorizes BROKER to cooperate with other brokers and licensees and share in any  
221 compensation due under this Contract.  
222
- 223 11. **BUYER'S IDENTITY.** Unless otherwise expressly requested in writing, BROKER has BUYER'S permission to  
224 disclose BUYER'S identity to third parties without prior written consent of BUYER. BUYER additionally agrees  
225 to provide BROKER, upon request, relevant personal and financial information to assure BUYER'S ability to  
226 acquire property described above.  
227
- 228 12. **OTHER POTENTIAL BUYERS.** BUYER understands that other potential buyers may consider, make offers on,  
229 or purchase through BROKER the same or similar properties as BUYER seeks to acquire. BUYER consents to  
230 BROKER'S representation of such potential buyers before, during and after the expiration of this Contract. In  
231 such a situation, BROKER will not disclose to any buyer the terms of another buyer's offer.  
232
- 233 13. **NON-ASSIGNMENT OF CONTRACT.** BUYER and BROKER understand and agree that the relationship  
234 created by this Contract is a personal one and that neither BUYER nor BROKER shall have the right to assign  
235 this Contract to third parties.  
236
- 237 14. **FRANCHISE DISCLOSURE.** (check if applicable) ☐ BROKER is a member of a franchise and pursuant to  
238 the terms of its franchise agreement, the franchisor has no legal liability for the actions of BROKER, despite its  
239 use of franchisor's trade or insignia.  
240
- 241 15. **LEGAL AND PROFESSIONAL ADVICE.** BROKER suggests BUYER seek legal, tax, and other professional  
242 advice relative to any real estate transaction. BROKER makes no representation or warranty respecting the  
243 advisability of any transaction. BROKER is not an expert in matters relating to law, tax, financing, surveying,  
244 structural or mechanical condition, hazardous material, engineering, or other specialized topics. BUYER is  
245 encouraged to seek expert help in such areas. BROKER will cooperate with experts engaged by BUYER, but  
246 BROKER shall have no liability to BUYER pertaining to such matters.  
247
- 248 16. **ENTIRE AGREEMENT.** This Agency Contract constitutes the entire agreement between the parties; any prior  
249 agreements pertaining thereto, whether oral or written, have been merged and integrated into this Contract.  
250 There shall be no modification of any of the terms of this Contract unless such modification has been agreed to  
251 in writing and signed by all parties.  
252
- 253 17. **CYBER PROTECTION.** As a BUYER involved in a real estate transaction where money is changing hands,  
254 BUYER may be a potential target for cyber-criminals. Always contact the closer directly before wiring any  
255 money.  
256
- 257 18. **ADDITIONAL TERMS AND CONDITIONS, IF ANY:**  
258  
259  
260  
261

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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.

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

BROKERAGE

BUYER

DATE

BUYER'S AGENT

DATE

BUYER

DATE

BUYER ADDRESS

BUYER CITY, STATE, ZIP

BUYER PHONE #

BUYER EMAIL

**Appointment of Designated Agent(s):** BROKER or BROKER'S authorized representative hereby designates:

\_\_\_\_\_ to act as a **Designated Agent(s)** on BUYER'S behalf. BUYER consents to the above named **Designated Agent(s)** acting as BUYER'S Designated Agent (or as a Transaction Broker, or Disclosed Dual Agent in Missouri if such Designated Agent is also the Designated Agent for the Seller), subject to both BUYER and Seller signing a Transaction Broker Addendum or Disclosed Dual Agency Amendment (**Missouri only**) with BROKER, which shall be signed by BUYER prior to writing an offer to purchase the Property and by Seller prior to signing the Contract.

\_\_\_\_\_  
BROKER'S Signature (required in Missouri)

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 10/21. All previous versions of this document may no longer be valid. Copyright January 2023.





# TRANSACTION BROKER ADDENDUM

**AMENDMENT TO AGENCY AGREEMENTS.** This Transaction Broker Addendum is part of a Buyer Agency Agreement dated \_\_\_\_\_, and a Seller Agency Agreement dated \_\_\_\_\_.

The seller agency agreement and the buyer agency agreement ☐ did not include a designated agent or ☐ includes the following affiliated licensee as a designated agent for both the buyer and the seller:

**If no designated agent was named** in the agency agreements with the buyer and the seller, and this addendum is signed by Buyer and Seller, Broker and the broker's affiliated licensees shall act as a Transaction Broker in a contemplated real estate transaction between Buyer and Seller.

**If the same designated agent was named** in the agency agreements with the buyer and the seller, the broker is already a transaction broker. If this form is signed by the Buyer and Seller, the designated agent shall act as a Transaction Broker in a contemplated real estate transaction between Buyer and Seller.

This addendum is only effective for the purchase of Seller's property at: \_\_\_\_\_.

**LIMITATION ON OBLIGATIONS.** When acting as the agent for one party (either buyer or seller), Broker or a designated agent has duties and obligations which include utmost good faith, loyalty, and fidelity to that one party. A Transaction Broker assists the parties with a real estate transaction **without being an agent or advocate for the interests of any party** to the transaction.

**MATTERS THAT CANNOT BE DISCLOSED.** Licensees acting as a Transaction Broker shall not disclose any information or personal confidences about a party to the transaction which might place the other party at an advantage over the party unless the disclosure is required by law or failure to disclose such information would constitute fraudulent misrepresentation.

**A TRANSACTION BROKER** assisting the parties in any transaction regarding the sale or lease of real estate OTHER THAN commercial property or residential property of more than four units, SHALL NOT disclose the following without the consent of all parties:

- 1) a buyer or tenant is willing to pay more than the purchase price or lease rate offered for the property,
- 2) a seller or landlord is willing to accept less than the asking price or lease rate for the property,
- 3) what the motivating factors are for any party buying, selling, or leasing the property, or
- 4) a seller, buyer, landlord or tenant will agree to financing terms other than those offered.

**COMMERCIAL REAL ESTATE.** A Transaction Broker assisting the parties in any transaction regarding the sale or lease of commercial property or residential property of more than four units, MAY disclose items listed in numbers 1 – 4 above unless prohibited by the parties.

**CAREFULLY READ THE TERMS BEFORE SIGNING. IF NOT UNDERSTOOD, CONSULT AN ATTORNEY BEFORE SIGNING.** A Transaction Broker's obligations and responsibilities are included in K.S.A. 58-30,113, and amendments thereto.

\_\_\_\_\_  
SELLER DATE

\_\_\_\_\_  
SELLER DATE

\_\_\_\_\_  
BUYER DATE

\_\_\_\_\_  
BUYER DATE



## CYBER PROTECTION NOTICE

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. These sophisticated criminals could:

- a. Try to hack into your email account or the email of other persons involved in your transaction and direct you to send a wire to the hacker's account.
- b. They can even send you emails that appear to be from your agent, your closer or another trusted source.

If you receive wiring instructions, even if it appears legitimate, do not send any money to that account. Always call to verify such instructions.

**Always contact the closer directly before any money is wired.** To ensure it's the closing company:

- a. Do not use a phone number or other contact information from an email.
- b. Use a business number from another source (such as the closing company's website) to make sure you are actually talking to your closer and not someone intent on stealing your money.

I acknowledge the above information:

--

BUYER/SELLER

DATE

--

BUYER/SELLER

DATE

Approved by Legal Counsel of the Kansas City Regional Association of REALTORS® for exclusive use by its REALTOR® members. No warranty is made or implied as to the legal validity or adequacy of this Contract, or that it complies in every respect with the law or that its use is appropriate for all situations. Local law, customs and practices, and differing circumstances in each transaction may dictate that amendments to this Contract be made. Copyright January 2023.