



LAND REAL ESTATE SALE CONTRACT

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

4 **SELLER:** _____
5 _____

6 **BUYER:** _____
7 _____

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

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

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

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

23 **LEGAL DESCRIPTION:** (As described below) _____
24 _____
25 _____
26 _____
27 _____
28 _____
29

30 This Contract and the Seller's Disclosure and Condition of Property Addendum ("Seller's Disclosure"), not the MLS
31 or other promotional material, provides for what is included in the sale of the Property.
32

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

34
35 a. **Additional Inclusions.** The following items, if any, supersede the Seller's Disclosure and the pre-printed list
36 before; are considered to be part of the Property, and **are** included in the sale.
37 _____
38 _____
39 _____
40

41 b. **Exclusions.** The following items, if any, supersede the Seller's Disclosure and the pre-printed list before; **are**
42 **not** considered to be part of the Property, and **are not** included in the sale.
43 _____
44 _____
45 _____
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47 c. **Additional Terms and Conditions, if any.** _____
48 _____
49 _____
50 _____

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

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

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

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

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

67
68 **4. DESCRIPTIONS AND CONDITIONS.**

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

85
86 Unless identified as SELLER or BUYER, Listing Broker and any Cooperating Broker and their Agents
87 (collectively referred to as "Broker") and any Escrow or Closing Agent are acting as Agents only and are not
88 parties to this Contract. Broker assisting buyer shall be an express third-party beneficiary of the provisions of
89 Section 6.f.1 of this Contract and shall have a separate and independent right to enforce such provision
90 against SELLER.

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

- 98
99 SELLER and/or BUYER is a licensed real estate broker or salesperson. *(Check applicable boxes)*
100 SELLER licensed in: MO KS Other _____
101 BUYER licensed in: MO KS Other _____

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

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

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

111 Such notice or communication will be deemed to have been given as of the date and time so delivered.
112 Delivery to or receipt by the Licensee assisting BUYER will constitute receipt by BUYER and delivery to or
113 receipt by the Licensee assisting SELLER will constitute receipt by SELLER
114

115 **f. Time is of the essence.** Time is of the essence in the performance of the obligations of the parties under this
116 Contract. With the exception of the term "banking days" or "business days", as used herein, a "day" is defined
117 as a 24-hour calendar day, seven (7) days per week.
118

119 **g. Electronic Transaction.** All parties agree this transaction may be conducted by electronic means, including
120 email, according to the Uniform Electronic Transaction Act as adopted in Kansas and Missouri.
121

122 **h. Cyber Awareness.** Because you are going to be involved in a real estate transaction where money is
123 changing hands, you are a potential target for cyber-criminals. Always contact the closer directly before wiring
124 any money.
125

126 **5. CONTRACT CONTINGENCIES.** This Contract is contingent upon:

- 127 BUYER obtaining a soil analysis for the purpose of placing a private waste water disposal system on the
- 128 Property that is acceptable to the BUYER.
- 129 BUYER obtaining verification that a water meter is available. SELLER makes no representation regarding cost
- 130 of installation.
- 131 BUYER obtaining verification building permits can be obtained.
- 132 BUYER reviewing and accepting the terms of any deed restrictions.
- 133 BUYER reviewing and accepting the terms of any Homeowner's Association.
- 134 Other: _____
- 135

136 BUYER will have _____ calendar days (thirty (30) if left blank) from the Effective Date of this Contract to
137 remove all of these contingencies or to cancel the Contract by written notification to the SELLER if the
138 contingencies cannot be satisfied. **Failure to notify SELLER within the time specified constitutes a waiver of**
139 **the contingencies and the BUYER waives their right to renegotiate or cancel the Contract.**
140

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

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

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

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

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

157 Deposited with: _____
158 (Check one) refundable non-refundable
159

160 BUYER acknowledges that funds payable to and held by SELLER **WILL NOT** be held
161 subject to the terms of the Earnest Money and Additional Deposits paragraph.
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171 _____ Initials **SELLER and BUYER acknowledge they have read this page** Initials _____
172 SELLER | SELLER BUYER | BUYER
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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)\$ _____ (d)
(not including financed mortgage insurance premiums or other Closing costs, if any)

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

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

- 1. **SELLER Compensation to Broker assisting BUYER.** SELLER agrees to pay Broker assisting BUYER from SELLER'S funds at Closing\$ _____
- 2. **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:\$ _____

TOTAL ADDITIONAL SELLER EXPENSES:\$ _____

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

7. **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.

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

233 **8. APPRAISED VALUE CONTINGENCY.**

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235 **If Financing is being obtained, the appraisal must be completed before the Loan commitment due date.**
236 **If a cash sale, BUYER** may within _____ calendar days from the Effective Date of this Contract (within the
237 Inspection Period if left blank) obtain, at BUYER’S expense, an appraisal of the Property by an independent
238 licensed appraiser.

239
240 If the final appraised value of the property, as determined by BUYER'S Lender's appraiser or if a cash sale,
241 BUYER'S appraiser, is not equal to or greater than the Purchase Price, BUYER will notify SELLER in writing,
242 within _____ calendar days (five (5) days if left blank), attaching a copy of the appraisal report, and the following
243 may occur:

244
245 **BUYER and SELLER will have _____ calendar days (five (5) days if left blank) after SELLER’S receipt**
246 **of BUYER’S appraisal report (“Appraisal Negotiation Period”), to reach an agreement resolving the**
247 **appraisal value and/or purchase price.**

248
249 During this period, SELLER or BUYER may seek a reconsideration of value by the appraiser. If such
250 reconsideration finds a value equal to or greater than the Purchase Price, or if BUYER and SELLER sign an
251 Amendment resolving the difference between the appraised value and the Purchase Price, the transaction will
252 move forward to Closing.

253
254 **If no resolution is reached prior to the expiration of the Appraisal Negotiation Period, then after the**
255 **expiration of the Appraisal Negotiation period, either party may cancel this contract by written notice to**
256 **the other and BUYER’S Earnest Money will be subject to the provisions of the Earnest Money and**
257 **Additional Deposits paragraph of the Contract.**

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259 **9. SALE CONTINGENCY.**

- 260
261 This Contract is **NOT** contingent upon the sale and Closing of a BUYER’S Property.
262
263 This Contract **IS** contingent upon the sale and Closing of a BUYER’S Property and a **Contingency For Sale**
264 **and/or Closing of Buyer’s Property Addendum is attached.**

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266 **10. FINANCIAL TERMS.**

- 267
268 **THIS IS A CASH SALE.** BUYER must provide written verification of funds within _____ calendar days
269 (five (5) days if left blank) which are sufficient to complete the Closing on this Contract.
270
271 **THIS IS A FINANCED SALE.** This Contract is contingent upon BUYER obtaining the financing described in
272 this paragraph.

273
274 BUYER may obtain Loan(s) different from those described herein provided that the terms of the Loan(s) do not
275 result in additional costs to SELLER, delay the Closing Date, or change the Loan approval time frame. These
276 changes must be agreed in writing, by both parties, within five (5) calendar days of BUYER’S knowledge and no
277 later than _____ calendar days before Closing (fifteen (15) days if left blank).

278
279 BUYER and SELLER are hereby informed that any changes to the terms below after the Effective Date of the
280 Contract have the potential to delay Closing and/or change costs due to federal regulations.

281
282 **a. Loan Types/Terms.** BUYER will obtain a Loan upon the following terms:

Type:	Primary Loan	Secondary Loan
Conventional	<input type="checkbox"/>	<input type="checkbox"/>
Other _____	<input type="checkbox"/>	<input type="checkbox"/>
Owner Financing (10c and 10d below do not apply)	<input type="checkbox"/>	<input type="checkbox"/>
Interest Rate:		
Fixed Rate	<input type="checkbox"/>	<input type="checkbox"/>
Adjustable Rate	<input type="checkbox"/>	<input type="checkbox"/>
Interest Only	<input type="checkbox"/>	<input type="checkbox"/>
Other _____	<input type="checkbox"/>	<input type="checkbox"/>

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

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Amortization Period _____ years _____ years
Principal Amount or LTV _____

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.

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

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

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

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

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

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

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

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

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

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

CONDITION, MAINTENANCE AND INSPECTIONS OF THE PROPERTY

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

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

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

351 12. **MAINTENANCE OF PROPERTY.** SELLER will maintain the Property in its present condition through the
352 Possession Date. SELLER will advise BUYER of any substantial change in the condition of the Property
353 prior to Closing Date. Unless otherwise agreed in writing, SELLER will remove all possessions from the
354 Property, upon vacating or prior to delivery of Possession.
355

356 (Check if applicable) SELLER will remove the following prior to the Possession Date: _____
357 _____
358

359 13. **CASUALTY LOSS.** If before delivery of the deed to BUYER, the Property is damaged or destroyed by fire or
360 other causes including those that could be covered by what is known as fire and extended coverage insurance,
361 then the SELLER must notify the BUYER in writing within one (1) calendar day of discovery of such damage. The
362 parties agree that the risk of that damage or destruction will be borne as follows:
363

364 a. If the damage is minor, SELLER may repair or replace the damage done to the Property if the work can be
365 completed before the Closing Date.
366

367 If the SELLER elects to repair or replace the damage done to the Property, but repair/replacement cannot be
368 completed prior to the Closing, with written agreement between the parties one of the following options will be
369 chosen:
370

- 371 1. SELLER will pay for repair/replacement after Closing; or
- 372
- 373 2. The parties will extend the Closing Date to such time as repairs/replacement can be completed; or
- 374
- 375 3. With consent of BUYER'S Lender(s), 1.5 times the estimated cost of repair/replacement will be escrowed
376 until repair/replacement is complete with any funds remaining after payment for repairs/replacement being
377 remitted to the party that funded the escrow.
378

379 b. If SELLER elects not to repair or replace the damage done to the Property, or if the damage is not minor, the
380 BUYER may enforce or cancel this Contract by written notice to SELLER within ten (10) calendar days after
381 receiving notice of such damage to the Property.
382

- 383 1. If BUYER elects to enforce this Contract, the Purchase Price will not be reduced and the Property will be
384 conveyed in its existing condition at the time, provided SELLER must furnish BUYER with a copy of the
385 insurance damage assessment and be responsible for paying the insurance deductible and assign
386 SELLER'S fire and extended coverage proceeds to BUYER at Closing.
387
- 388 2. If BUYER and SELLER mutually agree upon the cost of repairs, then SELLER may pay the cost of those
389 repairs.
390

391 14. **SURVEY.** BUYER acknowledges that a Mortgage Inspection Report or "Loan Survey" may be required by a
392 lending institution and is not a "Staked Survey". A title insurance company typically requires a "Staked Survey" in
393 order to provide survey coverage to the BUYER.
394

395 A "Staked Survey" of the Property is to determine there are no defects, encroachments, overlaps, boundary line or
396 acreage disputes, or other such matters, that would be disclosed by a survey.
397

398 At least ten (10) calendar days prior to the Closing Date, BUYER will notify SELLER of any encroachments of any
399 improvements upon, from, or onto the Property or any building setback line, property line, or easement, which
400 encroachment will be deemed to be a title defect. SELLER will remedy such defects as are susceptible of being
401 remedied prior to the Closing Date. If SELLER does not remedy the defects in title, BUYER will have the option
402 of:
403

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

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

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(Check box, if applicable):

- BUYER will, at BUYER'S expense, provide a "Staked Boundary Survey" for the Property prior to the Closing Date.
- SELLER will, at SELLER'S expense, provide a "Staked Boundary Survey" for the Property prior to Closing. This survey may not replace Lender's required loan inspection survey, if any, provided at BUYER'S expense.
- SELLER will provide a "Staked Boundary Survey" for the Property prior to the Closing Date, which will be paid for as follows: _____
- BUYER acknowledges there is no "Staked Survey" and is not requiring SELLER to provide a survey.

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

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

- a. Access to Property, Re-Inspections, Damages and Repairs.** SELLER will provide BUYER reasonable access to the Property to conduct the inspections, re-inspections, inspection of any corrective measures completed by SELLER and/or final walk through prior to the Closing Date. **BUYER will be responsible and pay for any damage to the Property resulting from the inspection(s).** SELLER agrees any corrective measures which SELLER performs pursuant to the following provisions will be completed in a workmanlike manner with good-quality materials.
- b. What If Buyer Does Not Conduct Inspections?** If BUYER does not conduct inspections, BUYER will have waived any right to cancel or renegotiate this Contract pursuant to the inspection provisions.
- c. What Is An Unacceptable Condition?** An Unacceptable Condition is any condition identified in a written inspection report prepared by an independent qualified inspector of BUYER'S choice, which condition is unacceptable to BUYER and not otherwise excluded in this Contract.
- d. What If Buyer Does Not Give Timely Notice Of Unacceptable Conditions?** If BUYER conducts inspections, but fails to notify SELLER of Unacceptable Conditions prior to the expiration of the Inspection and Due Diligence Period, BUYER will have waived any right to cancel or renegotiate this Contract pursuant to these inspection provisions.
- e. What Is Not An Unacceptable Condition?** The following items will not be considered Unacceptable Conditions and cannot be used by BUYER as a reason to cancel or renegotiate this Contract.

- f. What If Buyer's Inspections Reveal Unacceptable Conditions?** If BUYER'S inspections reveal Unacceptable Conditions, BUYER may do any one of the following.
 - 1. ACCEPT THE PROPERTY IN ITS PRESENT CONDITION.** BUYER may notify SELLER on the Inspection Notice that the inspections are satisfactory or do nothing. In either case, BUYER will have waived any right to cancel or renegotiate due to any Unacceptable Conditions; or
 - 2. CANCEL THIS CONTRACT** by notifying SELLER on the Inspection Notice within the Inspection Period; or
 - 3. OFFER TO RENEGOTIATE** with SELLER by notifying SELLER on the Resolution of Unacceptable Conditions within the Inspection Period.

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

469 BUYER'S notice of cancellation or offer to renegotiate terminates the Inspection and Due Diligence
470 Period and must be accompanied by the applicable written inspection report(s) in their entirety from
471 the independent qualified inspector(s) who conducted the inspection(s).
472

473 g. Resolution of Unacceptable Conditions. BUYER and SELLER will have _____ calendar days (five (5)
474 days if left blank) after SELLER'S receipt of BUYER'S Inspection Notice/Resolution of Unacceptable
475 Conditions (the "Renegotiation Period"), to reach an agreement resolving the Unacceptable
476 Conditions.
477

478 Any of the following executed and delivered to the other party or other party's Agent prior to the expiration of
479 the Renegotiation Period will constitute such an agreement:
480

- 481 1. SELLER'S signature agreeing to do everything requested by BUYER on the original Resolution of
482 Unacceptable Conditions Amendment attached to Inspection Notice; or
- 483
- 484 2. A revised Resolution of Unacceptable Conditions Amendment signed by BUYER and SELLER resolving
485 the unacceptable conditions; or
- 486
- 487 3. BUYER'S signature on the Resolution of Unacceptable Conditions Amendment accepting the Property in
488 its present condition.
489

490 **If no agreement resolving the Unacceptable Conditions is reached during the Renegotiation Period as**
491 **provided above, then after the expiration of the Renegotiation Period either of the following is**
492 **permitted under the Contract.**
493

- 494 A. Negotiations may still proceed. Any agreement must be in a written Amendment and signed by both
495 parties.
496
- 497 B. Either party may cancel this Contract by written notice to the other and the Earnest Money will be
498 returned subject to the provisions of the Earnest Money and Additional Deposits paragraph of the
499 Contract.
500

501 **DEFAULTS AND REMEDIES**

502
503 **16. DEFAULTS AND REMEDIES.** SELLER or BUYER will be in default under this Contract if either fails to comply
504 with any material covenant, agreement or obligation within any time limits required by this Contract. Following a
505 default by either SELLER or BUYER under this Contract, the other party will have the following remedies, subject
506 to the provisions of Earnest Money and Additional Deposits paragraph of this Contract.
507

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

- 509
- 510 a. Specifically enforce this Contract and recover damages suffered by BUYER as a result of the delay in the
511 acquisition of the Property.
512
- 513 b. Terminate this Contract by written notice to SELLER and, at BUYER'S option, pursue any remedy and
514 damages available by law or in equity. If BUYER elects to terminate this Contract, the Earnest Money will
515 be returned to BUYER subject to the provisions of Earnest Money and Additional Deposits paragraph of
516 this Contract.
517

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

- 519
- 520 a. Specifically enforce this Contract and recover damages suffered by SELLER as a result of the delay in the
521 sale of the Property.
522
- 523 b. Terminate this Contract by written notice to BUYER and, at SELLER'S option, either retain the Earnest
524 Money as liquidated damages as SELLER'S sole remedy (the parties recognizing that it would be
525 extremely difficult to ascertain the extent of actual damages caused by BUYER'S breach, and that the
526 Earnest Money represents as fair an approximation of such actual damages as the parties can now
527 determine) as provided in this Contract, or pursue any other remedy and damages available at law or in
528 equity.

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

529 In any legal action to enforce rights under this Contract, the prevailing party is entitled to reimbursement of all
530 reasonable attorney fees, court costs, and other related legal expenses incurred in connection with such legal
531 action.
532

533 **17. DISPUTE RESOLUTION.** If a dispute arises relating to this Contract prior to or after closing between BUYER
534 and SELLER, or between BUYER and/or SELLER and a Brokerage Firm and its licensees assisting in the
535 transaction, and the parties to such dispute or claim are unable to resolve the dispute, BUYER and SELLER agree
536 in good faith to attempt to settle such dispute through the dispute resolution process using a professional
537 mediator. The parties to the dispute must agree in writing before any settlement is binding. Any agreement signed
538 by the parties pursuant to the dispute resolution conference shall be binding. For controversies and claims that do
539 not exceed the lesser of: (a) \$5,000.00 (five thousand dollars); or (b) the applicable jurisdictional limit of small
540 claims court, either party may bring such claims in small claims court in lieu of arbitration. The following matters
541 are excluded from dispute resolution: foreclosure or other action to enforce a deed of trust, mortgage, or land
542 contract; an unlawful detainer action; the filing or enforcement of a mechanic's lien; any matter, which is within the
543 jurisdiction of a probate court, or; a violation of a state's real estate license laws.
544

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

546
547 **18. CRIMINAL OFFENDERS.** In Missouri and Kansas, law requires persons who are convicted of certain crimes,
548 including certain sexually violent crimes, to register with the Sheriff of the county in which they reside. If you, as
549 the BUYER, desire information regarding those registrants, you may find information on the homepage of the
550 Kansas Bureau of Investigation (KBI) at <http://www.Kansas.gov/kbi> or by contacting the local Sheriff's office in
551 Kansas. In Missouri, you may find information on the homepage of the Missouri State Highway Patrol at
552 <https://www.mshp.dps.missouri.gov/CJ38/searchRegistry.jsp> or BUYER should contact the Sheriff of the county in
553 which the Property is located.
554

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

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<input type="text"/>	Initials	<i>SELLER and BUYER acknowledge they have read this page</i>	Initials	<input type="text"/>
SELLER	SELLER		BUYER	BUYER

557 **20. BROKERAGE RELATIONSHIP DISCLOSURE.**

558

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

562

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

566

567 Licensee acting in the capacity of:

568

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

576

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

579

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

580

581 **SOURCE OF COMPENSATION** There are no standard compensation rates and compensation is fully negotiable
 582 and not set by law. Brokerage fees, to include but not limited to broker commissions and other fees, will be paid out
 583 of escrow at Closing as follows, unless otherwise described in the terms of the respective agency agreements or
 584 other SELLER/BUYER agreements. SELLER and BUYER acknowledge the brokerages involved in this transaction
 585 are acting pursuant to separate brokerage service agreements entered into with SELLER and BUYER, respectively.

586 **SELLER and BUYER acknowledge Brokers may be compensated by more than one party in the transaction.**

587 *(Check all applicable boxes)*

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

589

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

591

592

593

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

594

595

596

597

598

599

600

601

615 **TERMS AND CONDITIONS**

616

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

618

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

621

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

626

627 **c. Cancellation of Contract.** If this Contract is terminated by the express provisions of this Contract or by either
628 party pursuant to a right expressly given in this Contract, the Earnest Money and Additional Deposits will be
629 returned to BUYER, unless non-refundable, and neither party will have any further rights or obligations under
630 this Contract, except as otherwise stated in this Contract.

631

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

636

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

641

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

645

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

653

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

657

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

662

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

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

669 b. If the actual amount of any item, other than taxes for the current year, cannot be ascertained from the public
670 record, the amount of the item for the preceding year will be used for the current year's amount. If the actual
671 amount of taxes for the current calendar year cannot be determined, it will be estimated by using the current
672 year's appraised value, if available from the county taxing authority,
673 and last year's mill levy. If appraised value is not available, the Contract Purchase Price will be used with last
674 year's mill levy. BUYER and SELLER agree to accept such prorations as final and release each other,
675 Broker(s), Agent(s), and Closing Agent(s) from any liability for any increase or decrease in actual taxes due.
676

677 In Missouri, reassessment takes place in odd-numbered years. Missouri transactions closing in odd-
678 numbered years are subject to the process in the preceding paragraph. Missouri transactions closing in
679 even-numbered years will be prorated based upon the preceding year's tax amount.
680

681 **23. EVIDENCE OF TITLE.** SELLER agrees to provide and pay for an owner's title insurance policy in the amount
682 of the Purchase Price insuring marketable fee simple title in BUYER, subject to the Permitted Exceptions and
683 with the exception of any liens, encumbrances or other matters affecting title to the Property created by BUYER
684 or arising by virtue of BUYER's activities or ownership.
685

686 Within a reasonable time after the Effective Date, but prior to the Closing Date (the "Commitment Delivery
687 Date"), SELLER agrees, at SELLER's expense, to deliver to BUYER a title insurance commitment from a
688 company authorized to insure titles in the state where the Property is located, setting forth its requirements to
689 issue an owner's title policy and mortgage policy, if applicable.
690

691 Unless there is a defect in title to the Property that is not corrected prior to the Closing Date, BUYER may not
692 object to untimely delivery of the title commitment. The title commitment will commit to insure marketable fee
693 simple title in the BUYER upon the recording of the deed or other document of conveyance. Title to the
694 Property will be subject to the conditions in this Contract and to customary covenants, declarations, restrictions,
695 zoning laws, easements, party wall agreements, special assessments, and community contracts of record as of
696 the date of recording the deed or other document of conveyance (the "Permitted Exceptions").
697

698 BUYER will have a reasonable time after receipt of the title commitment (the "Objection Period") to notify
699 SELLER in writing of any valid objections to title to the Property. SELLER will then make a good faith effort to
700 remedy the defects in title. If SELLER is not able to remedy the title defects before the Closing Date, BUYER
701 may elect to waive the objections, extend the Closing Date a reasonable time for the SELLER to remedy the
702 defects, or cancel this Contract by written notice.
703

704 If the time between the Effective Date and the Closing Date is short, both the Commitment Delivery Date and
705 the Objection Period will be as soon as reasonably possible, but no later than the Closing Date.
706

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

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Continued on next page

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

709 CAREFULLY READ THE TERMS HEREOF BEFORE SIGNING.
710 WHEN SIGNED BY ALL PARTIES, THIS DOCUMENT BECOMES PART OF A LEGALLY BINDING CONTRACT.
711 IF NOT UNDERSTOOD, CONSULT AN ATTORNEY BEFORE SIGNING.
712

713 SELLER hereby authorizes Closing Agent to obtain payoff information from SELLER'S Lender(s).
714

715 BUYER and SELLER hereby specifically permit the Brokerage(s) assisting in the transaction to obtain and
716 retain copies of both BUYER'S and SELLER'S Closing Statements.
717

718 Signatures not required, see Counter Offer Addendum.
719

720	_____	_____	_____	_____
721	SELLER	DATE	BUYER	DATE
722	_____	_____	_____	_____
723	_____	_____	_____	_____
724	SELLER	DATE	BUYER	DATE
725	_____	_____	_____	_____
726	_____	_____	_____	_____
727	BROKERAGE	(Please Print)	BROKERAGE	(Please Print)
728	_____	_____	_____	_____
729	ADDRESS	_____	ADDRESS	_____
730	_____	_____	_____	_____
731	_____	_____	_____	_____
732	_____	_____	_____	_____
733	Name of Licensee assisting Seller	(Please Print)	Name of Licensee assisting Buyer	(Please Print)
734	_____	_____	_____	_____
735	_____ / _____	_____ / _____	_____ / _____	_____ / _____
736	Listing Licensee's Contact #	Brokerage Contact #	Selling Licensee's Contact #	Brokerage Contact #
737	_____	_____	_____	_____
738	_____	_____	_____	_____
739	Listing Licensee's Email Address	_____	Selling Licensee's Email Address	_____
740	_____	_____	_____	_____
741	_____	_____	_____	_____
742	_____	_____	_____	_____

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

744 The undersigned Licensee assisted in completing the blanks in the foregoing form and confirms, to the best of his/her
745 knowledge, that the printed form contains the language approved by Counsel for the Kansas City Regional
746 Association of REALTORS®. The undersigned Licensee further confirms no additions or deletions to the approved
747 language have been made, except such changes as may appear hereon made by hand or computer generation and
748 signed and/or initialed by the party submitting this offer. Licensee's signature below is not an opinion as to the legal
749 validity or meaning of any provisions contained in this form, but merely confirms, to the best of the Licensee's
750 knowledge, no changes have been made to the approved form.
751

752 By: _____
753 Licensee Preparing Form
754

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

756 Listing Licensee acknowledges receipt of this offer and has made a presentation to SELLER on
757 _____ for SELLER'S consideration.
758

759 DATE TIME

760 _____
761 By: _____
762 Licensee assisting SELLER
763

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 June 2024. All previous versions of this document may no longer be valid. Copyright August 2024.