

Summary of Form Changes for 2026 Residential Forms

Cold Weather Inspection Waiver (eliminated in 2026)

This form was eliminated in 2026. Text from this form was added in various locations throughout the Seller's Disclosure Addendum-Residential and the Seller's Disclosure Addendum-Condominiums.

Contingency for the Sale and Closing Addendum

Considerable changes were made to this form.

Paragraph 2 revised to:

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

BUYER **MAY** **MAY NOT** accept an offer for the purchase of BUYER'S property that is contingent upon the sale and/or closing of another property. If "MAY NOT" is selected above, and BUYER chooses to accept such an offer, SELLER may cancel the Contract within _____ calendar days (two (2) if left blank) after notification.

Paragraph 2b revised to:

If BUYER accepts an offer on BUYER'S Property prior to receiving a Kick-Out Notice or cancellation from SELLER, BUYER will notify SELLER in writing of the contract on BUYER'S Property, and the parties will be subject to the terms of Paragraph 1 above in lieu of Paragraph 2. As part of BUYER'S written notice to SELLER, BUYER will provide SELLER with a copy of the contract, including all addenda, and a copy of the relevant lender letter or proof of funds.

Exclusive Agency Listing Contract

Added to the end of paragraph 1d: "Notwithstanding, any of the above, SELLER reserves the right to opt-out of internet advertising and advertising on other BROKERS' websites."

Added new subsection (e) to paragraph 1:

Market Property based on specific needs, desired timeline, and market conditions. Each option below offers different advantages in terms of listing exposure, marketing and pricing strategy, and timeline to sell.

SELLER chooses the following marketing option (Check one):

- Active with Full Distribution:** Listing is active and shown on the MLS and on all authorized third-party websites. Showings are allowed. Full Distribution results in the broadest exposure to the marketplace for Property, benefiting from immediate visibility to real estate professionals with access to the MLS who can share the information directly

with prospective buyers, including displaying the information on thousands of websites and national real estate platforms.

- Active with Limited Marketing Distribution:** Listing is active, shown on the MLS, and can appear on the Listing Broker's site only. Showings are available.
- Coming Soon with Full Distribution:** Listing is visible on the MLS and on all authorized third-party websites. Showings are not yet available. *(Used with Lines 21-24 above).*
- Coming Soon with No Distribution:** Listing is visible on the MLS only and no other real estate websites. Showings are not yet available. *(Used with Lines 21-24 above).*
- Private Office Exclusive/No Distribution:** Listing is active and visible on the MLS to the Listing Brokerage only. *(This option requires Private Office Listing Modification Form).*

SELLER understands by choosing *Active with Limited Marketing Distribution* or *Private Office Exclusive/No Distribution*, exposure of the Property will be limited, may not result in the highest price, and may take longer to sell. SELLER understands these limitations and assumes full responsibility for any adverse impact that may result from this decision. SELLER also represents and warrants that they are not limiting distribution based upon a refusal or reluctance to show, list, negotiate or sell property to any individual or group of individuals in a protected class, including but not limited to race, color, religion, national origin, sex, ancestry, age, marital status, physical or mental handicap, familial status or any other class protected by local, state and federal fair housing laws.

If No Distribution or Limited Marketing Distribution is selected, SELLER authorizes BROKER to convert the Listing to Full Distribution on _____. (If date is blank, Listing will remain in chosen status unless requested in writing by SELLER.)

Exclusive Buyer Agency Contract

Added new paragraph 15 and subsequent paragraphs renumbered:

"PROPERTY INSURABILITY. It is the responsibility of BUYER to determine if property is insurable, cost of insurance and if any exclusions apply. Many different issues can affect the insurability and insurance rates. Factors include but not limited to age, existing condition of the property, flood zone, earthquake zone, insurability of BUYER, and previous claims made on the property."

Exclusive Right to Sell

Removed from the last sentence at the end of paragraph 1d: "...by completing a separate "Opt-Out" form."

Added new subsection (f) to paragraph 1:

Market Property based on specific needs, desired timeline, and market conditions. Each option below offers different advantages in terms of listing exposure, marketing and pricing strategy, and timeline to sell.

SELLER chooses the following marketing option (Check one):

- Active with Full Distribution:** Listing is active and shown on the MLS and on all authorized third-party websites. Showings are allowed. Full Distribution results in the broadest exposure to the marketplace for Property, benefiting from immediate visibility to real estate professionals with access to the MLS who can share the information directly with prospective buyers, including displaying the information on thousands of websites and national real estate platforms.
- Active with Limited Marketing Distribution:** Listing is active, shown on the MLS, and can appear on the Listing Broker's site only. Showings are available.

- Coming Soon with Full Distribution:** Listing is visible on the MLS and on all authorized third-party websites. Showings are not yet available. *(Used with Lines 21-24 above).*
- Coming Soon with No Distribution:** Listing is visible on the MLS only and no other real estate websites. Showings are not yet available. *(Used with Lines 21-24 above).*
- Private Office Exclusive/No Distribution:** Listing is active and visible on the MLS to the Listing Brokerage only. *(This option requires Private Office Listing Modification Form).*

SELLER understands by choosing *Active with Limited Marketing Distribution* or *Private Office Exclusive/No Distribution*, exposure of the Property will be limited, may not result in the highest price, and may take longer to sell. SELLER understands these limitations and assumes full responsibility for any adverse impact that may result from this decision. SELLER also represents and warrants that they are not limiting distribution based upon a refusal or reluctance to show, list, negotiate or sell property to any individual or group of individuals in a protected class, including but not limited to race, color, religion, national origin, sex, ancestry, age, marital status, physical or mental handicap, familial status or any other class protected by local, state and federal fair housing laws.

If No Distribution or Limited Marketing Distribution is selected, SELLER authorizes BROKER to convert the Listing to Full Distribution on _____. (If date is blank, Listing will remain in chosen status unless requested in writing by SELLER.)

Exclusive Right to Sell - Transaction Broker

Removed from the last sentence at the end of paragraph 1d: "...by completing a separate "Opt-Out" form."

Added new subsection (f) to paragraph 1:

Market Property based on specific needs, desired timeline, and market conditions. Each option below offers different advantages in terms of listing exposure, marketing and pricing strategy, and timeline to sell.

SELLER chooses the following marketing option (*Check one*):

- Active with Full Distribution:** Listing is active and shown on the MLS and on all authorized third-party websites. Showings are allowed. Full Distribution results in the broadest exposure to the marketplace for Property, benefiting from immediate visibility to real estate professionals with access to the MLS who can share the information directly with prospective buyers, including displaying the information on thousands of websites and national real estate platforms.
- Active with Limited Marketing Distribution:** Listing is active, shown on the MLS, and can appear on the Listing Broker's site only. Showings are available.
- Coming Soon with Full Distribution:** Listing is visible on the MLS and on all authorized third-party websites. Showings are not yet available. *(Used with Lines 21-24 above).*
- Coming Soon with No Distribution:** Listing is visible on the MLS only and no other real estate websites. Showings are not yet available. *(Used with Lines 21-24 above).*
- Private Office Exclusive/No Distribution:** Listing is active and visible on the MLS to the Listing Brokerage only. *(This option requires Private Office Listing Modification Form).*

SELLER understands by choosing *Active with Limited Marketing Distribution* or *Private Office Exclusive/No Distribution*, exposure of the Property will be limited, may not result in the highest price, and may take longer to sell. SELLER understands these limitations and assumes full responsibility for any adverse impact that may result from this decision. SELLER also represents and warrants that they are not limiting distribution based upon a refusal or reluctance to show, list, negotiate or sell property to any individual or group of individuals in a protected

class, including but not limited to race, color, religion, national origin, sex, ancestry, age, marital status, physical or mental handicap, familial status or any other class protected by local, state and federal fair housing laws.

If No Distribution or Limited Marketing Distribution is selected, SELLER authorizes BROKER to convert the Listing to Full Distribution on _____. (If date is blank, Listing will remain in chosen status unless requested in writing by SELLER.)

Inspection Notice

Line 9; added “unless otherwise agreed.” to the end of the sentence.

Paragraph 1; added an additional checkbox option: “BUYER inspection(s) results acceptable and SELLER is responsible for treatment of wood destroying insects”

Lead Based Paint Disclosure Addendum

Question “c” expanded with and additional set of initials and text if records and reports were, or were not received by Buyer.

Line 44; revised instructions to: *“(initial or enter N/A if not applicable)”*

The EPA added a new question “g”: “Licensee assisting Buyer has informed the Seller of the Seller’s obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.”

Lead Based Paint Disclosure Addendum for Landlord/Tenant

Question “c” expanded with and additional set of initials and text if records and reports were, or were not received by Lessor.

Line 38; revised instructions to: *“(initial or enter N/A if not applicable)”*

The EPA added a new question “f”: “Licensee assisting Lessee has informed the Lessor of the Lessor’s obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.”

Non-Exclusive Buyer Agency Contract

Added new paragraph 15 and subsequent paragraphs renumbered:

“PROPERTY INSURABILITY. It is the responsibility of BUYER to determine if property is insurable, cost of insurance and if any exclusions apply. Many different issues can affect the insurability and insurance rates. Factors include but not limited to age, existing condition of the property, flood zone, earthquake zone, insurability of BUYER, and previous claims made on the property.”

Private Office Listing Modification to Excl Right to Sell

Text involving “Brokerage”, “Broker”, “Office” revised throughout the form to reflect the change that expands a private listing to licensees within a brokerage firm rather than a single brokerage office.

Paragraph #1 revised to:

SELLER has requested and understands the PROPERTY will be listed with BROKER and information regarding the PROPERTY will be kept private and shared only with real estate licensees within the listing BROKERAGE. This **Private Office Listing** will be placed into the Heartland Multiple Listing Service (MLS) as a **Private Office Listing**. This **Private Office Listing** will not be made public, will not be placed into the MLS as an active listing for anyone outside of BROKERAGE to view, will not be marketed by BROKER or SELLER on any public website, email list, social media post, flyer, sign (including yard sign), bulletin board, poster, mass email message to prospective buyers or to licensees outside of BROKERAGE. BROKER and BROKER’S licensees may have a private one-to-one discussion with others outside of BROKERAGE. SELLER will only allow showings of the PROPERTY by the Listing BROKER and BROKER’s Licensees.

Property Limited Marketing Addendum

This new form released in the 3rd quarter of 2025 will be removed from the KCRAR library in 2026 and will be available in the HMLS forms for use with any non-KCRAR listing agreement. A seller’s marketing and listing syndication options in this form are included in all of the 2026 KCRAR listing agreements.

Real Estate Sale Contract – Residential

Paragraph 13; added “a” and subsequent statements re-lettered:

“**Property Insurability.** During the Inspection Period, it is the right and responsibility of BUYER to determine if the Property is insurable, cost of insurance and if any exclusions apply. Many different issues can affect the insurability and insurance rates. Factors include but not limited to age, existing condition of the Property, flood zone, earthquake zone, insurability of BUYER, and previous claims made on the Property.”

Paragraph 17-Lead Based Paint Disclosure; revised the existing sentence and added an additional sentence. Paragraph now reads:

“If the property was built prior to 1978, BUYER and SELLER acknowledge receiving, reading and signing the Federally required disclosure regarding lead based paint. SELLER’S acceptance of this Contract constitutes acknowledgement the Licensee(s) have informed SELLER of the SELLER’S obligation under 42 U.S.C. 485d and is aware of their responsibility to ensure compliance.”

Seller’s Disclosure Addendum – Residential

Paragraph 2-lines 21-27; additional text added:

“In the event the outside temperature does not permit safe inspection of the air conditioning, swimming pool, and/or lawn sprinkler systems (if applicable), BUYER waives such inspection and agrees to accept SELLER’S representation herein concerning the condition of the system(s) in lieu of inspection. BUYER understands all Brokers, their representatives, agents or employees have no personal knowledge concerning the condition of the system(s) on the Property. BUYER

is relying solely upon the representations of the SELLER concerning the condition of said system(s). Notwithstanding the terms of any inspection provisions of this Contract, BUYER understands the system(s) on the Property cannot be tested without risk of damage to the system(s) during cold weather.”

Paragraph 10k; added “lawn” to sprinkler system. Added “Month and year of last use;” with a blank for entry and added “Month and year of last service:” with a blank for entry.

Paragraph 10-added new number “L”; “Is there a swimming pool on property?” with checkboxes. Added “If “Yes” the Seller’s Disclosure Swimming Pool-SPA Rider must be attached.” Subsequent statements re-lettered.

Paragraph 10n (previously 10m); added “(check all that apply)” and added additional options.

Paragraph 11a; added “Are you currently using the air conditioning systems(s)” with checkboxes. Added “If “No”, date of last use:” with a blank for entry.

Paragraph 11b; added “Are you currently using the heating systems(s)” with checkboxes. Added “If “No”, date of last use:” with a blank for entry.

Paragraph 14, revised paragraph title to:
“TAXES, NEIGHBORHOOD & HOMEOWNER’S ASSOCIATION. ARE YOU AWARE OF:”

Paragraph 14; added additional statement “b”: “Any tax credits or a tax freeze?” with checkboxes. Subsequent statement re-lettered.

Paragraph 14; moved to 14c: “The Property being subject to a tax abatement?” with checkboxes.

Paragraph 19:
Relocated “Boat Dock, ID#”
Added “Video Doorbell”
Added “Unit” to Garage Door Opener
Replaced “Transmitter” with “Remote” for Garage Door
Added “(SPA Rider Attached)” to Spa/Hot Tub
Added “Lawn” to Sprinkler System items
Added “Range Exhaust Hood” under Cooking Unit section
Separated “Water Softener and/or Purifier” into two items

Seller’s Disclosure Addendum for Condos

Paragraph 3-lines 33-39; additional text added:

“In the event the outside temperature does not permit safe inspection of the air conditioning, swimming pool, and/or lawn sprinkler systems (if applicable), BUYER waives such inspection and agrees to accept SELLER’S representation herein concerning the condition of the system(s) in lieu of inspection. BUYER understands all Brokers, their representatives, agents or employees have no personal knowledge concerning the condition of the system(s) on the Property. BUYER is relying solely upon the representations of the SELLER concerning the condition of said system(s). Notwithstanding the terms of any inspection provisions of this Contract, BUYER understands the system(s) on the Property cannot be tested without risk of damage to the system(s) during cold weather.”

Paragraph 10a; added "Are you currently using the air conditioning systems(s)" with checkboxes. Added "If "No", date of last use:" with a blank for entry.

Paragraph 10b; added "Are you currently using the heating systems(s)" with checkboxes. Added "If "No", date of last use:" with a blank for entry.

Paragraph 13; added additional statement "j": "Any tax credits or a tax freeze?" with checkboxes. Subsequent statement re-lettered.

Paragraph 22:

Added "Video Doorbell"

Added "Unit" to Garage Door Opener

Replaced "Transmitter" with "Remote" for Garage Door

Added "(SPA Rider Attached)" to Spa/Hot Tub

Added "(Swimming Pool Rider Attached)" to Swimming Pool

Added "Range Exhaust Hood" under Cooking Unit section

Separated "Water Softener and/or Purifier" into two items

Seller's Disclosure Pool – Spa Rider

Swimming Pool section (d): added pump speed options.

Swimming Pool section (e): added date of last filter change

Swimming Pool section (m): added question if pool currently closed and winterized and date of winterization and statement regarding operating condition.

Spa-Hot Tub section (d): added type of electrical connection

Spa-Hot Tub section (k): added question if Spa-Hot Tub currently closed and winterized and date of winterization and statement regarding operating condition.

Added Inspection Waiver:

COLD WEATHER/WINTERIZATION WAIVER OF INSPECTION: Yes No

Notwithstanding the terms of any inspection provisions of the contract, BUYER understands the system(s) on the Property cannot be tested without risk of damage to the system(s) during cold weather. If the systems checked above have been winterized and the outside temperature does not permit safe inspection of the system(s) checked above prior to Closing, BUYER waives such inspection and agrees to accept SELLER'S representation herein concerning the condition of the system(s) in lieu of inspection. BUYER understands all Brokers, their representatives, agents or employees have no personal knowledge concerning the condition of the system(s) on the Property. BUYER is relying solely upon the representation of the SELLER concerning the condition of said system(s).

Short Fall/Short Sale Addendum to Sale Contract

Paragraph 2k; changed the default from 72 hours to 3 calendar days.