



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:

Street Address	City	Zip	County
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STATE: (Check one) ☐ Missouri ☐ Kansas

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.
55

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 if applicable)**

- 82
83 1. ☐ SELLER ☐ BUYER, at a cost not to exceed \$ _____, agrees to purchase a home warranty
84 plan from _____ (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
86 the Property for a minimum of one (1) year from the Closing Date subject to the terms and conditions of
87 the individual plan with a per claim deductible of \$ _____.
88
89 2. The (Check one) ☐ Licensee assisting SELLER ☐ Licensee assisting BUYER will be responsible for
90 making arrangements for the home warranty plan, submitting required documentation for such to the
91 Closing Agent 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 ☐ Lead Based Paint Disclosure Addendum

100 ☐ Contingency for Sale and/or Closing Add.
101 (see SALE CONTINGENCY paragraph)

102 ☐ Other: _____

103 ☐ Other: _____

☐ Other: _____

☐ Other: _____

☐ Other: _____

☐ Other: _____

☐ Other: _____

☐ Other: _____

Initials
SELLER SELLER

SELLER and BUYER acknowledge they have read this page

Initials
BUYER BUYER

104 **3. DESCRIPTIONS AND CONDITIONS.**

- 105
- 106 a. **Effective Date.** The **Effective Date** will be the date of final acceptance by the last party to sign this
- 107 **Contract** or a **Counter Offer Addendum**.
- 108
- 109 b. **Seller's Disclosure Status.** SELLER confirms information contained in the Seller's Disclosure and Condition
- 110 of Property Addendum is current as of the Effective Date of the Contract. SELLER understands that the law
- 111 requires disclosure of any material defects, known to SELLER, in the Property to prospective Buyer(s) and
- 112 that failure to do so may result in civil liability for damages.
- 113
- 114 c. **Entire Agreement and Manner of Modifications.** This Contract and all attachments constitute the complete
- 115 agreement of the parties concerning the Property; supersede all previous agreements, and may be modified
- 116 or assigned only by a written agreement signed by all parties.
- 117
- 118 d. **Parties.** This is a Contract between SELLER and BUYER. If SELLER or BUYER constitutes two or more
- 119 persons, the terms "SELLER" or "BUYER" will be construed to read "SELLERS" or "BUYERS" whenever the
- 120 sense of the Contract requires.
- 121

122 Unless identified as SELLER or BUYER, Listing Broker and any Cooperating Broker and their Agents

123 (collectively referred to as "Broker") and any Escrow or Closing Agent are acting as Agents only and are not

124 parties to this Contract.

125

126 SELLER and BUYER acknowledge Broker may have a financial interest in third parties providing specialized

127 services required by this Contract including, but not limited to: Lender, title insurance company, Escrow Agent,

128 Closing Agent, warranty company, wood infestation/mechanical/structural or other inspectors and repair

129 personnel. SELLER and BUYER agree Broker will not be responsible for the conduct of third parties providing

130 specialized services whether those services were arranged by SELLER, BUYER, or Broker on behalf of

131 either.

132

133 ☐ SELLER and/or BUYER is a licensed real estate broker or salesperson. *(Check applicable boxes)*

134 ☐ SELLER licensed in: ☐ MO ☐ KS ☐ Other _____

135 ☐ BUYER licensed in: ☐ MO ☐ KS ☐ Other _____

136

137 ☐ Licensee assisting SELLER is an immediate family member of: *(check applicable boxes)*

138 ☐ SELLER ☐ BUYER

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

140 ☐ SELLER ☐ BUYER

141

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

146 Such notice or communication will be deemed to have been given as of the date and time so delivered.

147 Delivery to or receipt by the Licensee assisting BUYER will constitute receipt by BUYER and delivery to or

148 receipt by the Licensee assisting SELLER will constitute receipt by SELLER.

149

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

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

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

- b. Earnest Money** in the amount of\$ (b)
in the form of: (*Check one*)

☐ Personal Check ☐ Electronic Funds Transfer ☐ 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)
in the form of: (*Check one*)

☐ Personal Check ☐ Electronic Funds Transfer ☐ 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

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 the 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:

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SELLER	SELLER				BUYER	BUYER

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.

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

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

7. SALE CONTINGENCY. (Check applicable box)

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

8. FINANCIAL TERMS.

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

BUYER may obtain Loan(s) different from those described herein provided that the terms of the Loan(s) do not result in additional costs to SELLER, delay the Closing date, or change the Loan approval time frame. These changes must be agreed in writing, by both parties, within five (5) calendar days of BUYER'S knowledge and no later than _____ calendar days before Closing Date (fifteen (15) days if left blank). Any other changes must be communicated to SELLER in writing and include a pre-approval letter.

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

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

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

Type:	Primary Loan	Secondary Loan
Conventional	<input type="checkbox"/>	<input type="checkbox"/>
FHA	<input type="checkbox"/>	<input type="checkbox"/>
VA	<input type="checkbox"/>	<input type="checkbox"/>
USDA	<input type="checkbox"/>	<input type="checkbox"/>
Other _____	<input type="checkbox"/>	<input type="checkbox"/>
Interest Rate:		
Fixed Rate	<input type="checkbox"/>	<input type="checkbox"/>
Adjustable Rate	<input type="checkbox"/>	<input type="checkbox"/>
Interest Only	<input type="checkbox"/>	<input type="checkbox"/>
Other _____	<input type="checkbox"/>	<input type="checkbox"/>
Amortization Period	_____ years	_____ years
Principal Amount or LTV	_____	_____

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

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.

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SELLER	SELLER				BUYER	BUYER

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

CONDITION, MAINTENANCE AND INSPECTIONS OF THE PROPERTY

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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SELLER SELLER BUYER BUYER

436 12. **SURVEY.** BUYER may, at BUYER'S expense, obtain a "Staked Survey" of the Property no later than _____
437 calendar days (ten (10) days if left blank) prior to the Closing Date to assure there are no defects, encroachments,
438 overlaps, boundary line or acreage disputes, or other such matters that would be disclosed by a survey.
439
440 BUYER acknowledges a Mortgage Inspection Report or "Loan Survey" may be required by a lending institution
441 and is not a "Staked Survey". A title insurance company typically requires a "Staked Survey" in order to provide
442 survey coverage to the BUYER.
443
444 Within five (5) calendar days of BUYER'S receipt of Survey, BUYER must notify SELLER of any encroachments
445 of any improvements upon, from, or onto the Property or any building setback line, property line, or easement,
446 which encroachment will be deemed to be a title defect. SELLER must remedy such defects as are susceptible of
447 being remedied prior to the Closing Date. If SELLER does not remedy the defects in title, BUYER will have one of
448 the following options:
449
450 a. Completing this purchase and accepting the title that SELLER is able to convey without adjustment in the
451 Purchase Price; or
452
453 b. Cancelling this Contract by written notice. BUYER'S Earnest Money will be subject to the provisions of the
454 Earnest Money and Additional Deposits paragraph of the Contract.
455
456 13. **INSPECTIONS.** BUYER may, within _____ calendar days (ten (10) days if left blank) (the "Inspection Period")
457 after the Effective Date of this Contract, at BUYER'S expense, have property inspections by an **independent,**
458 **qualified inspector(s)** which may include, but are not limited to:
459
460 appliances, plumbing (including sewer line and septic system), electrical, heating system, central air conditioning,
461 fireplace, chimney, foundation, roof, siding, windows, doors, ceilings, floors, insulation, drainage, interior and
462 exterior components, any wall, decks, driveways, patios, sidewalks, fences, slabs, pest infestation, health and/or
463 environmental concerns (including lead based paint, mold, asbestos and radon) as provided below and in the
464 Additional Disclosures Including Those Mandated by State or Federal Law paragraph.
465
466 It is BUYER'S responsibility to perform due diligence and verify any information that BUYER considers to be
467 material to the purchase of the Property. If the Property is governed by a homeowner's association, it is
468 recommended that BUYER determine the HOA funds on hand for expenditures and funds allotted for specific
469 projects. Any information provided by the Broker(s) and its affiliated licensee(s) assisting in this transaction is for
470 information and marketing purposes only. BUYER shall complete all due diligence and verification of material
471 concerns during the Inspection Period.
472
473 a. **Property Insurability.** During the Inspection Period, it is recommended BUYER determine if Property is
474 insurable.
475
476 b. **Factors Affecting Inspections.** BUYER acknowledges such inspections may not identify deficiencies in
477 inaccessible areas of the Property and may be limited by weather conditions at the time of the inspection. It is
478 recommended BUYER check with Lender(s) and/or local government authority regarding septic inspection.
479
480 c. **Access to Property and Re-Inspections.** SELLER must provide BUYER reasonable access to the Property
481 to conduct the inspections, re-inspections, inspection of any corrective measures completed by SELLER
482 and/or final walk through prior to the Closing Date.
483
484 d. **Damages and Repairs.** BUYER will be responsible and pay for any damage to the Property resulting from
485 the inspection(s).
486
487 e. **Quality of Repairs.** SELLER agrees any corrective measures which SELLER performs pursuant to the
488 following provisions will be completed in a workmanlike manner with good-quality materials.

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

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

496
497 **The inspection report must be delivered WITHIN THE INSPECTION PERIOD, or any treatment will be at**
498 **the BUYER'S expense.**
499

- 500 1. If treatment is required, SELLER will provide BUYER with a certificate evidencing treatment by a certified
501 pest inspector of SELLER'S choice, which certificate BUYER agrees to accept. Treatment will be
502 completed no earlier than ninety (90) calendar days prior to the Closing Date.
503
504 2. Additional structures to be included in the inspection are: _____
505
506
507
508 3. Any damage or repair issues related to wood-destroying insect infestations must be identified as
509 Unacceptable Conditions and addressed as set forth below.
510
- 511 g. **What If Buyer Does Not Conduct Inspections?** If BUYER does not conduct inspections, BUYER will have
512 waived any right to cancel or renegotiate this Contract pursuant to the inspection provisions.
513
- 514 h. **What is an Unacceptable Condition?** An Unacceptable Condition is any condition identified in a written
515 inspection report prepared by an independent qualified inspector(s) of BUYER'S choice, which condition is
516 unacceptable to BUYER and not otherwise excluded in this Contract.
517
- 518 i. **What If Buyer Does Not Give Timely Notice Of Unacceptable Conditions?** If BUYER conducts
519 inspections but fails to notify SELLER of Unacceptable Conditions prior to the expiration of the Inspection
520 Period, BUYER will have waived any right to cancel or renegotiate this Contract pursuant to these inspection
521 provisions.
522
- 523 j. **What Is Not An Unacceptable Condition?** The following items will not be considered Unacceptable
524 Conditions and cannot be used by BUYER as a reason to cancel or renegotiate this Contract. Any items
525 marked Excluded (EX) on Seller's Disclosure and Condition of Property Addendum in addition to the following
526 items will not be considered: _____
527
528
529
- 530 k. **What If Buyer's Inspections Reveal Unacceptable Conditions?** If BUYER'S inspections reveal
531 Unacceptable Conditions, BUYER may do any one of the following:
532
- 533 1. **ACCEPT THE PROPERTY IN ITS PRESENT CONDITION.** BUYER may notify SELLER on the
534 Inspection Notice that the inspections are satisfactory or do nothing. In either case, BUYER will have
535 waived any right to cancel or renegotiate due to any Unacceptable Conditions; or
536
- 537 2. **CANCEL THIS CONTRACT** by notifying SELLER on the Inspection Notice within the Inspection Period;
538 or
539
- 540 3. **OFFER TO RENEGOTIATE** with SELLER by notifying SELLER on the Resolution of Unacceptable
541 Conditions within the Inspection Period.
542
- 543 l. **BUYER'S notice of cancellation or offer to renegotiate terminates the Inspection Period and must be**
544 **accompanied by the applicable written inspection report(s) in their entirety from the independent,**
545 **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.

<div style="border: 1px solid black; width: 50px; height: 20px; display: inline-block;"></div>	<div style="border: 1px solid black; width: 50px; height: 20px; display: inline-block;"></div>	Initials	SELLER and BUYER acknowledge they have read this page	Initials	<div style="border: 1px solid black; width: 50px; height: 20px; display: inline-block;"></div>	<div style="border: 1px solid black; width: 50px; height: 20px; display: inline-block;"></div>
SELLER	SELLER				BUYER	BUYER

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

ADDITIONAL DISCLOSURES INCLUDING THOSE MANDATED BY STATE OR FEDERAL LAW

16. RADON, MICROBIALS AND OTHER ENVIRONMENTAL POLLUTANTS.

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

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

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

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

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

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

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

18. **CRIMINAL OFFENDERS.** In Missouri and 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.

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

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SELLER | SELLER BUYER | BUYER

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.

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

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		
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

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

837
838 BUYER and SELLER hereby specifically permit the Brokerage(s) assisting in the transaction to obtain and
839 retain copies of both BUYER'S and SELLER'S Closing Statements.
840

841 ☐ Signatures not required, see Counter Offer Addendum.

842

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843
844 SELLER DATE BUYER DATE

845
846

--	--

847
848 SELLER DATE BUYER DATE

849
850
851 BROKERAGE BROKERAGE

852
853
854 ADDRESS ADDRESS

855
856
857 Name of Licensee assisting Seller (Please Print) Name of Licensee assisting Buyer (Please Print)

858
859
860 Listing Licensee's Contact # / Brokerage Contact # Selling Licensee's Contact # / Brokerage Contact #

861
862
863 Listing Licensee's Email Address Selling Licensee's Email Address

864
865
866 **FORM CERTIFICATION. (TO BE SIGNED BY LICENSEE PREPARING THIS FORM)**

867
868 The undersigned Licensee assisted in completing the blanks in the foregoing form and confirms, to the best of his/her
869 knowledge, that the printed form contains the language approved by Counsel for the Kansas City Regional
870 Association of REALTORS®. The undersigned Licensee further confirms no additions or deletions to the approved
871 language have been made, except such changes as may appear hereon made by hand or computer generation and
872 signed and/or initialed by the party submitting this offer. Licensee's signature below is not an opinion as to the legal
873 validity or meaning of any provisions contained in this form, but merely confirms, to the best of the Licensee's
874 knowledge, no changes have been made to the approved form.

875
876 By:

877 Licensee Preparing Form

878
879
880 **CERTIFICATION OF REJECTION. (TO BE COMPLETED ONLY UPON SELLER'S REJECTION OF OFFER)**

881
882 Listing Licensee acknowledges receipt of this offer and has made a presentation to SELLER on _____
883 for SELLER'S consideration. DATE TIME

884
885 By:

886 Licensee assisting Seller

Approved by Legal Counsel of the Kansas City Regional Association of REALTORS® for exclusive use by its REALTOR® members. No warranty is made or implied as to the legal validity or adequacy of this Contract, or that it complies in every respect with the law or that its use is appropriate for all situations. Local law, customs and practices, and differing circumstances in each transaction may dictate that amendments to this Contract be made. Last revised September 2020. All previous versions of this document may no longer be valid. Copyright January 2021.



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 a showing occur prior to the MLS active date,
23 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).

SELLER | SELLER Initials

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

71
72 **2. SELLER AGREES TO:**

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

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 Initials
SELLER | SELLER

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
- 119 f. Disclose to SELLER any facts known by BROKER which are omitted from or contradict any information
120 included in a written report prepared by a qualified third party.
- 121 g. Comply with all applicable federal, state, and local laws, rules and regulations, and ordinances, including fair
122 housing and civil rights statutes and rules and regulations.
- 123 h. Keep all information about SELLER confidential unless: disclosure is authorized under this Contract;
124 disclosure is required by statute, rule or regulation; failure to disclose would constitute a fraudulent
125 misrepresentation; or disclosure is necessary under applicable law to defend the affiliated licensee against an
126 action of wrongful conduct in an administrative or judicial proceeding or before a professional committee.
- 127 i. Disclose to all prospective Buyers all adverse material facts actually known by the BROKER, including but not
128 limited to:
129 1. Any environmental hazards affecting the Property which are required by law to be disclosed;
130 2. The physical condition of the Property;
131 3. Any material defects in the Property;
132 4. Any material defects in the title to the Property;
133 5. Any material limitation on SELLER'S ability to perform under the terms of the contract.
- 134 j. Assist with the closing of the sale of the Property.
- 135 k. Account in a timely manner for all money and property received.
- 136

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

141

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

145

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

- 147 ☐ Seller does not authorize Broker to disclose reason for sale.
148 ☐ Seller authorizes Broker to disclose the following motivating factors for sale:
149 _____
150

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

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

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

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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 September 2020. All previous versions of this document may no longer be valid. Copyright January 2021.



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.

Initials

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BUYER | BUYER

- 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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BUYER | BUYER

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 condi-
126 tion 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.

Initials

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BUYER BUYER

- 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 sales agents 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

Initials

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BUYER BUYER

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'S AGENT

DATE

BUYER

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 September 2020. All previous versions of this document may no longer be valid. Copyright January 2021.



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

1 **SELLER:** _____

2 **BUYER:** _____

3
4 **PROPERTY:** _____

5
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
[] []
SELLER SELLER

Initials

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[] []
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 SELLER DATE

77

78 BUYER DATE

81

82 SELLER DATE

81

82 BUYER DATE

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BUYER'S ESTIMATED EXPENSE WORKSHEET

1 BUYER: _____

2 PROPERTY: _____

3 ESTIMATED CLOSING DATE: _____

5 PURCHASE PRICE:\$ _____ \$ _____

6 DOWN PAYMENT:\$ _____ \$ _____

7 MORTGAGE LOAN: (Type: _____)\$ _____ \$ _____

9 FOR CASH SALE USE RELEVANT BOLDDED LINES:

11 **A. Origination Charges**

12 Origination Fee\$ _____ \$ _____

13 Loan Discount Fee (Points)\$ _____ \$ _____

14 Lender Fees\$ _____ \$ _____

15 **B. Lender Coordinated Services and Costs**

16 Credit Report/Appraisal\$ _____ \$ _____

17 Flood Certificate\$ _____ \$ _____

18 Tax Service Fee\$ _____ \$ _____

19 **C. Other Services and Costs**

20 Survey (if required) _____ Stake Survey _____ Loan Survey\$ _____ \$ _____

21 Escrow Closing Fee\$ _____ \$ _____

22 Mortgagee's Title Policy\$ _____ \$ _____

23 Recording Fees\$ _____ \$ _____

24 **D. Prepaid Expenses**

25 Prepaid Interest\$ _____ \$ _____

26 Homeowner's Insurance Premium (12 months)\$ _____ \$ _____

27 Homeowner's Insurance _____ per month for _____ months\$ _____ \$ _____

28 Property Taxes _____ per month for _____ months\$ _____ \$ _____

29 **E. Other Costs**

30 Home Association Prorations _____ per month for _____ months\$ _____ \$ _____

31 HOA Transfer Fee\$ _____ \$ _____

32 Home Warranty Fee\$ _____ \$ _____

33 Broker's Commission\$ _____ \$ _____

34 Other Commission\$ _____ \$ _____

35 **F. Inspection Costs**

36 Whole House\$ _____ \$ _____

37 Wood Destroying Insects\$ _____ \$ _____

38 Other\$ _____ \$ _____

39 Other\$ _____ \$ _____

40 **TOTAL COSTS (Add Lines 12 through 39)**\$ _____ \$ _____

42 **Seller-Paid Closing Costs, if Any**\$ _____ \$ _____

44 **TOTAL ESTIMATED AMOUNT DUE FROM BUYER**

45 (Line 6 + 40, Less line 42)\$ _____ \$ _____

Initials

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BUYER BUYER

46 **MONTHLY PAYMENT:**
47 Interest rate: _____%/Term _____ Years
48 Monthly Principal & Interest.....\$ _____ \$ _____
49 Taxes (1/12th of _____)\$ _____ \$ _____
50 Hazard Insurance (1/12th of _____)\$ _____ \$ _____
51 MIP/PMI Premium (_____%).....\$ _____ \$ _____
52 **Estimate of Monthly Payment**\$ _____ \$ _____

53
54 *Some lending programs do not allow Buyer to pay some fees, such as: tax service fees, underwriting fees, etc.*
55

56 **THIS IS AN ESTIMATED COST SHEET AND MAY NOT INCLUDE OTHER FEES IMPOSED BY LENDER SUCH**
57 **AS MORTGAGE INSURANCE PREMIUMS THAT MAY SIGNIFICANTLY ALTER THE PAYMENT. YOUR LENDER**
58 **IS REQUIRED BY LAW TO PROVIDE YOU WITH A CLOSING ESTIMATE WITHIN 3 DAYS OF LOAN**
59 **APPLICATION AND A CLOSING DISCLOSURE 3 DAYS PRIOR TO CLOSING.**

60
61 **BUYER:** _____
62 _____ Date

63
64 **BUYER:** _____
65 _____ Date

66
67 **BY:** _____
68 **Licensee Assisting 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

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BACKUP CONTRACT ADDENDUM

1 **SELLER:** _____

2
3 **BUYER:** _____

4
5 **PROPERTY:** _____

6
7 The terms contained in this Addendum are an integral part of the above referenced Residential Real
8 Estate Sale Contract.

9
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 on or before
14 _____. (Print names; if not completed, BUYER names to be inserted
15 by Licensee assisting the SELLER prior to presentation to SELLER.) In the event of the Primary Contract
16 closing prior to a release or termination of Primary Contract, the Backup position of this Contract, and any
17 additional Contracts, will be cancelled and the Earnest Money, if any, will be returned to BUYER subject to
18 the provisions of the Earnest Money and Additional Deposits paragraph of the Contract.

19
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.

26
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.

30
31 All time periods in this Contract shall begin on the first calendar date after the New Effective Date.

32
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.

35
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.

40
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.

Initials
SELLER SELLER

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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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



ADDITIONAL DISCLOSURES INCLUDING THOSE MANDATED BY STATE OR FEDERAL LAW

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

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
11 **2. RADON DISCLOSURE.** Every BUYER of residential real property is notified the property may present
12 exposure to dangerous concentrations of indoor radon gas that may place occupants at risk of developing
13 radon-induced lung cancer.

14
15 Radon, a class-A human carcinogen, is the leading cause of lung cancer in non-smokers and the second
16 leading cause overall. Kansas law requires SELLER to disclose any information known to the SELLER that
17 shows elevated concentrations of radon gas in residential real property.

18
19 The Kansas Department of Health and Environment recommends all BUYERS have an indoor radon test
20 performed prior to purchasing or taking occupancy of residential real property. All testing for radon should be
21 conducted by a radon measurement technician. Elevated radon concentrations can be easily reduced by a
22 radon mitigation technician.

23
24 For additional information, please go to <http://www.kansasradonprogram.org> or in Missouri a national source
25 for radon information is <http://www.epa.gov/radon>.

- 26
27 **3. CRIME INFORMATION DISCLOSURE.** In Missouri and in Kansas, law requires persons who are convicted of
28 certain crimes, including certain sexually violent crimes, to register with the Sheriff of the county in which they
29 reside. If you, as the BUYER, desire information regarding those registrants, you may find information on the
30 homepage of the Kansas Bureau of Investigation (KBI) at <http://www.kansas.gov/kbi> or by contacting the
31 local Sheriff's office in Kansas. In Missouri, you may find information on the homepage of the Missouri State
32 Highway Patrol at <http://www.mshp.dps.missouri.gov/> or BUYER should contact the Sheriff of the county in
33 which the Property is located.

- 34
35 **4. BROKERAGE RELATIONSHIP DISCLOSURE.**

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

39
40 SELLER/LANDLORD and BUYER/TENANT acknowledge the real estate Licensee(s) involved in this
41 transaction may be acting as Agents of the SELLER/LANDLORD, Agents of the BUYER/TENANT, Transaction
42 Broker(s) or Disclosed Dual Agents (**Available only in Missouri.**)

43
44 Licensee acting in the capacity of:

- 45
46 a. Agent for the SELLER has a duty to represent the SELLER'S interest and will not be the Agent of the
47 BUYER. Information given by the BUYER to an Agent of the SELLER will be disclosed to the SELLER.
48 b. Agent for the BUYER has a duty to represent the BUYER'S interest and will not be an Agent of the
49 SELLER. Information given by the SELLER to an Agent of the BUYER will be disclosed to the BUYER.
50 c. Transaction Broker is not an Agent for either party and does not advocate the interests of either party.
51 d. Disclosed Dual Agent (Available only in Missouri.) is acting as an Agent for both the SELLER and the
52 BUYER, and a separate Disclosed Dual Agency Amendment is required.

SELLER/ LANDLORD Initials BUYER/ TENANT Initials 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: <i>(Check appropriate box(es))</i> <input type="checkbox"/> SELLER'S/LANDLORD'S Agent <input type="checkbox"/> Designated SELLER'S/LANDLORD'S Agent (In Kansas, Supervising Broker acts as a Transaction Broker) <input type="checkbox"/> Transaction Broker and SELLER/LANDLORD agree, if applicable, to sign a Transaction Broker Addendum. SELLER/LANDLORD is not being represented. <input type="checkbox"/> Disclosed Dual Agent and SELLER/LANDLORD agree to sign a Disclosed Dual Agency Amendment (Missouri only) <input type="checkbox"/> BUYER'S/TENANT'S Agent <input type="checkbox"/> Designated BUYER'S/TENANT'S Agent (In Kansas, Supervising Broker acts as a Transaction Broker) <input type="checkbox"/> Subagent <input type="checkbox"/> SELLER/LANDLORD is not being represented	Licensee assisting BUYER/TENANT is a: <i>(Check appropriate box(es))</i> <input type="checkbox"/> BUYER'S/TENANT'S Agent <input type="checkbox"/> Designated BUYER'S/TENANT'S Agent (In Kansas, Supervising Broker acts as a Transaction Broker) <input type="checkbox"/> Transaction Broker and BUYER/TENANT agree, if applicable, to sign a Transaction Broker Addendum. BUYER/TENANT is not being represented. <input type="checkbox"/> Disclosed Dual Agent and BUYER/TENANT agree to sign a Disclosed Dual Agency Amendment (Missouri only) <input type="checkbox"/> SELLER'S/LANDLORD'S Agent <input type="checkbox"/> Designated SELLER'S/LANDLORD'S Agent in BUYER'S/TENANT'S Purchase of the Property (In Kansas, Supervising Broker acts as a Transaction Broker) <input type="checkbox"/> Subagent <input type="checkbox"/> 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	BUYER/TENANT
DATE	DATE
SELLER/LANDLORD	BUYER/TENANT
DATE	DATE
LICENSEE ASSISTING SELLER/LANDLORD	LICENSEE ASSISTING BUYER/TENANT
DATE	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. Last revised September 2020. All previous versions of this document may no longer be valid. Copyright January 2021.



SELLER'S DISCLOSURE AND CONDITION OF PROPERTY ADDENDUM (Residential)

SELLER (Indicate Marital Status): _____

PROPERTY: _____

1. NOTICE TO SELLER.

Be as complete and accurate as possible when answering the questions in this disclosure. Attach additional sheets if space is insufficient for all applicable comments. SELLER understands that the law requires disclosure of any material defects, known to SELLER, in the Property to prospective Buyer(s) and that failure to do so may result in civil liability for damages. Non-occupant SELLERS are not relieved of this obligation. This disclosure statement is designed to assist SELLER in making these disclosures. Licensee(s), prospective buyers and buyers will rely on this information.

2. NOTICE TO BUYER.

This is a disclosure of SELLER'S knowledge of the Property as of the date signed by SELLER and is not a substitute for any inspections or warranties that BUYER may wish to obtain. It is not a warranty of any kind by SELLER or a warranty or representation by the Broker(s) or their licensees.

3. OCCUPANCY.

Approximate age of Property? _____ How long have you owned? _____
Does SELLER currently occupy the Property? Yes ☐ No ☐
If "No", how long has it been since SELLER occupied the Property? _____ years/months

4. TYPE OF CONSTRUCTION. ☐ Manufactured ☐ Modular ☐ Conventional/Wood Frame
☐ Mobile ☐ Other _____

5. LAND (SOILS, DRAINAGE AND BOUNDARIES). (IF RURAL OR VACANT LAND, ATTACH SELLER'S LAND DISCLOSURE ALSO.) ARE YOU AWARE OF:

- a. Any fill or expansive soil on the Property? Yes ☐ No ☐
- b. Any sliding, settling, earth movement, upheaval or earth stability problems on the Property? Yes ☐ No ☐
- c. The Property or any portion thereof being located in a flood zone, wetlands area or **proposed** to be located in such as designated by FEMA which requires flood insurance? Yes ☐ No ☐
- d. Any drainage or flood problems on the Property or adjacent properties? Yes ☐ No ☐
- e. Any flood insurance premiums that you pay? Yes ☐ No ☐
- f. Any need for flood insurance on the Property? Yes ☐ No ☐
- g. Any boundaries of the Property being marked in any way? Yes ☐ No ☐
- h. The Property having had a stake survey? Yes ☐ No ☐
- i. Any encroachments, boundary line disputes, or non-utility easements affecting the Property? Yes ☐ No ☐
- j. Any fencing on the Property? Yes ☐ No ☐
If "Yes", does fencing belong to the Property? N/A ☐ Yes ☐ No ☐
- k. Any diseased, dead, or damaged trees or shrubs on the Property? Yes ☐ No ☐
- l. Any gas/oil wells, lines or storage facilities on Property or adjacent property? Yes ☐ No ☐
- m. Any oil/gas leases, mineral, or water rights tied to the Property? Yes ☐ No ☐

If any of the answers in this section are "Yes", explain in detail or attach other documentation:

Initials
SELLER SELLER

Initials
BUYER BUYER

53 **6. ROOF.**

- 54 a. Approximate Age: _____ years ☐ Unknown Type: _____
- 55 b. Have there been any problems with the roof, flashing or rain gutters? Yes ☐ No ☐
- 56 If "Yes", what was the date of the occurrence? _____
- 57 c. Have there been any repairs to the roof, flashing or rain gutters? Yes ☐ No ☐
- 58 Date of and company performing such repairs _____ / _____
- 59 d. Has there been any roof replacement? Yes ☐ No ☐
- 60 If "Yes", was it: ☐ Complete or ☐ Partial
- 61 e. What is the number of layers currently in place? _____ layers or ☐ Unknown.

62

63 **If any of the answers in this section are "Yes", explain in detail or attach all warranty information and other**

64 **documentation:**

65

66

67

68 **7. INFESTATION. ARE YOU AWARE OF:**

- 69 a. Any termites, wood destroying insects, or **other** pests on the Property? Yes ☐ No ☐
- 70 b. Any damage to the Property by termites, wood destroying insects or **other**
- 71 pests? Yes ☐ No ☐
- 72 c. Any termite, wood destroying insects or **other** pest control treatments on the
- 73 Property in the last five (5) years? Yes ☐ No ☐
- 74 If "Yes", list company, **when and where** treated _____
- 75 d. Any current warranty, bait stations or other treatment coverage by a licensed
- 76 pest control company on the Property? Yes ☐ No ☐
- 77 If "Yes", the annual cost of service renewal is \$ _____ and the time
- 78 remaining on the service contract is _____.
- 79 **(Check one)** ☐ The treatment system stays with the Property or ☐ the treatment system is
- 80 subject to removal by the treatment company if annual service fee is not paid.

81

82 **If any of the answers in this section are "Yes", explain in detail or attach all warranty information and other**

83 **documentation:**

84

85

86

87 **8. STRUCTURAL, BASEMENT/CRAWL SPACE, FIREPLACE AND EXTERIOR ITEMS.**

88 **ARE YOU AWARE OF:**

- 89 a. Any movement, shifting, deterioration, or other problems with walls, foundations,
- 90 crawl space or slab? Yes ☐ No ☐
- 91 b. Any cracks or flaws in the walls, ceilings, foundations, concrete slab,
- 92 crawl space, basement floor or garage? Yes ☐ No ☐
- 93 c. Any corrective action taken including, but not limited to piercing or bracing? Yes ☐ No ☐
- 94 d. Any water leakage or dampness in the house, crawl space or basement? Yes ☐ No ☐
- 95 e. Any dry rot, wood rot or similar conditions on the wood of the Property? Yes ☐ No ☐
- 96 f. Any problems with windows or exterior doors? Yes ☐ No ☐
- 97 g. Any problems with driveways, patios, decks, fences or retaining walls on the Property? Yes ☐ No ☐
- 98 h. Any problems with fireplace including, but not limited to firebox, chimney,
- 99 chimney cap and/or gas line? N/A ☐ Yes ☐ No ☐
- 100 Date of any repairs, inspection(s) or cleaning? _____
- 101 Date of last use? _____
- 102 i. Does the Property have a sump pump? Yes ☐ No ☐
- 103 If "Yes", location: _____
- 104 j. Any repairs or other attempts to control the cause or effect of any problem described above? Yes ☐ No ☐

105

106 **If any of the answers in this section are "Yes", explain in detail or attach all warranty information and other**

107 **documentation:**

108

109

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SELLER	SELLER		BUYER

110 **9. ADDITIONS AND/OR REMODELING.**

- 111 a. Are you aware of any additions, structural changes, or other material alterations to
112 the Property? Yes ☐ No ☐
113 If "Yes", explain in detail: _____
114 _____
115 b. If "Yes", were all necessary permits and approvals obtained, and was all work in
116 compliance with building codes? N/A ☐ Yes ☐ No ☐
117 If "No", explain in detail: _____
118 _____
119 _____

120 **10. PLUMBING RELATED ITEMS.**

- 121 a. What is the drinking water source? ☐ Public ☐ Private ☐ Well ☐ Cistern
122 If well water, state type _____ depth _____
123 diameter _____ age _____
124 b. If the drinking water source is a well, when was the water last checked for
125 safety and what was the result of the test? _____
126 c. Is there a water softener on the Property? Yes ☐ No ☐
127 If "Yes", is it: ☐ Leased ☐ Owned?
128 d. Is there a water purifier system? Yes ☐ No ☐
129 If "Yes", is it: ☐ Leased ☐ Owned?
130 e. What type of sewage system serves the Property? ☐ Public Sewer ☐ Private Sewer
131 ☐ Septic System, Number of Tanks _____ ☐ Cesspool ☐ Lagoon ☐ Other _____
132 f. The location of the sewer line clean out trap is: _____
133 g. Is there a sewage pump on the septic system? N/A ☐ Yes ☐ No ☐
134 h. Is there a grinder pump system? Yes ☐ No ☐
135 i. If there is a privately owned system, when was the septic tank, cesspool, or sewage
136 system last serviced? _____ By whom? _____
137 j. Is there a sprinkler system? Yes ☐ No ☐
138 Does sprinkler system cover full yard and landscaped areas? N/A ☐ Yes ☐ No ☐
139 If "No", explain in detail: _____
140 k. Are you aware of any leaks, backups, or other problems relating to any of the
141 plumbing, water, and sewage related systems? Yes ☐ No ☐
142 l. Type of plumbing material currently used in the Property:
143 ☐ Copper ☐ Galvanized ☐ PVC ☐ PEX ☐ Other _____
144 The location of the main water shut-off is: _____
145 m. Is there a back flow prevention device on the lawn sprinkling system,
146 sewer or pool? N/A ☐ Yes ☐ No ☐
147 _____

148 **If your answer to (k) in this section is "Yes", explain in detail or attach available**
149 **documentation:**

150
151

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11. HEATING AND AIR CONDITIONING.

- a. Does the Property have air conditioning? Yes ☐ No ☐
☐ Central Electric ☐ Central Gas ☐ Heat Pump ☐ Window Unit(s)
Unit Age of Unit Leased Owned Location Last Date Serviced/By Whom?
1. _____
2. _____
- b. Does the Property have heating systems? Yes ☐ No ☐
☐ Electric ☐ Fuel Oil ☐ Natural Gas ☐ Heat Pump ☐ Propane
☐ Fuel Tank ☐ Other _____
Unit Age of Unit Leased Owned Location Last Date Serviced/By Whom?
1. _____
2. _____
- c. Are there rooms without heat or air conditioning? Yes ☐ No ☐
If "Yes", which room(s)? _____
- d. Does the Property have a water heater? Yes ☐ No ☐
☐ Electric ☐ Gas ☐ Solar ☐ Tankless
Unit Age of Unit Leased Owned Location Capacity Last Date Serviced/By Whom?
1. _____
2. _____
- e. Are you aware of any problems regarding these items? Yes ☐ No ☐
If "Yes", explain in detail: _____

12. ELECTRICAL SYSTEM.

- a. Type of material used: ☐ Copper ☐ Aluminum ☐ Unknown
- b. Type of electrical panel(s): ☐ Breaker ☐ Fuse
Location of electrical panel(s): _____
Size of electrical panel(s) (total amps), if known: _____
- c. Are you aware of any problem with the electrical system? Yes ☐ No ☐
If "Yes", explain in detail: _____

13. HAZARDOUS CONDITIONS. ARE YOU AWARE OF:

- a. Any underground tanks on the Property? Yes ☐ No ☐
- b. Any landfill on the Property? Yes ☐ No ☐
- c. Any toxic substances on the Property (e.g. tires, batteries, etc.)? Yes ☐ No ☐
- d. Any contamination with radioactive or other hazardous material? Yes ☐ No ☐
- e. Any testing for any of the above-listed items on the Property? Yes ☐ No ☐
- f. Any professional testing/mitigation for radon on the Property? Yes ☐ No ☐
- g. Any professional testing/mitigation for mold on the Property? Yes ☐ No ☐
- h. Any other environmental issues? Yes ☐ No ☐
- i. Any controlled substances ever manufactured on the Property? Yes ☐ No ☐
- j. Any methamphetamine ever manufactured on the Property? Yes ☐ No ☐
- (In Missouri, a separate disclosure is required if methamphetamine or other controlled substances have been produced on the Property, or if any resident of the Property has been convicted of the production of a controlled substance.)

If any of the answers in this section are "Yes", explain in detail or attach test results and other documentation: _____

SELLER SELLER

Initials

Initials

BUYER BUYER

205 **14. NEIGHBORHOOD INFORMATION & HOMEOWNER'S ASSOCIATION. ARE YOU AWARE OF:**

- 206 a. The Property located outside of city limits? Yes ☐ No ☐
- 207 b. Any current/pending bonds, assessments, or special taxes that
- 208 apply to Property? Yes ☐ No ☐
- 209 If "Yes", what is the amount? \$ _____
- 210 c. Any condition or proposed change in your neighborhood or surrounding
- 211 area or having received any notice of such? Yes ☐ No ☐
- 212 d. Any defect, damage, proposed change or problem with any
- 213 common elements or common areas? Yes ☐ No ☐
- 214 e. Any condition or claim which may result in any change to assessments or fees? Yes ☐ No ☐
- 215 f. Any streets that are privately owned? Yes ☐ No ☐
- 216 g. The Property being in a historic, conservation or special review district that
- 217 requires any alterations or improvements to the Property be approved by a
- 218 board or commission? Yes ☐ No ☐
- 219 h. The Property being subject to tax abatement? Yes ☐ No ☐
- 220 i. The Property being subject to a right of first refusal? Yes ☐ No ☐
- 221 If "Yes", number of days required for notice: _____
- 222 j. The Property being subject to covenants, conditions, and restrictions of a
- 223 Homeowner's Association or subdivision restrictions? Yes ☐ No ☐
- 224 k. Any violations of such covenants and restrictions? N/A ☐ Yes ☐ No ☐
- 225 l. The Homeowner's Association imposing its own transfer fee and/or
- 226 initiation fee when the Property is sold? N/A ☐ Yes ☐ No ☐
- 227 If "Yes", what is the amount? \$ _____
- 228

229 Homeowner's Association dues are paid in full until _____ in the amount of \$ _____

230 payable ☐ yearly ☐ semi-annually ☐ monthly ☐ quarterly, sent to _____ and

231 such includes: _____

232 Homeowner's Association/Management Company contact name, phone number, website, or email address:

233

234

235

236

237 If any of the answers in this section are "Yes" (except h and k), explain in detail or attach other

238 documentation: _____

239 _____

240

241 **15. PREVIOUS INSPECTION REPORTS.**

- 242 Has Property been inspected in the last twelve (12) months? Yes ☐ No ☐
- 243 If "Yes", a copy of inspection report(s) are available upon request.
- 244

245 **16. OTHER MATTERS. ARE YOU AWARE OF:**

- 246 a. Any of the following?
- 247 ☐ Party walls ☐ Common areas ☐ Easement Driveways Yes ☐ No ☐
- 248 b. Any fire damage to the Property? Yes ☐ No ☐
- 249 c. Any liens, other than mortgage(s)/deeds of trust currently on the Property? Yes ☐ No ☐
- 250 d. Any violations of laws or regulations affecting the Property? Yes ☐ No ☐
- 251 e. Any other conditions that may materially affect the value
- 252 or desirability of the Property? Yes ☐ No ☐
- 253 f. Any other condition, including but not limited to financial, that may prevent
- 254 you from completing the sale of the Property? Yes ☐ No ☐
- 255 g. Any animals or pets residing in the Property during your ownership? Yes ☐ No ☐
- 256 h. Any general stains or pet stains to the carpet, the flooring or sub-flooring? Yes ☐ No ☐
- 257 i. Missing keys for any exterior doors, including garage doors to the Property? Yes ☐ No ☐
- 258 List locks without keys _____
- 259 j. Any violations of zoning, setbacks or restrictions, or non-conforming uses? Yes ☐ No ☐
- 260 k. Any unrecorded interests affecting the Property? Yes ☐ No ☐
- 261 l. Anything that would interfere with giving clear title to the BUYER? Yes ☐ No ☐

262

SELLER SELLER

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Initials

BUYER BUYER

- m. Any existing or threatened legal action pertaining to the Property? Yes ☐ No ☐
- n. Any litigation or settlement pertaining to the Property? Yes ☐ No ☐
- o. Any added insulation since you have owned the Property? Yes ☐ No ☐
- p. Having replaced any appliances that remain with the Property in the past five (5) years? Yes ☐ No ☐
- q. Any transferable warranties on the Property or any of its components? Yes ☐ No ☐
- r. Having made any insurance or other claims pertaining to the Property in the past five (5) years? Yes ☐ No ☐
If "Yes", were repairs from claim(s) completed?..... N/A ☐ Yes ☐ No ☐
- s. Any use of synthetic stucco on the Property? Yes ☐ No ☐

If any of the answers in this section are "Yes", explain in detail:

17. UTILITIES. Identify the name and phone number for utilities listed below.

Electric Company Name:_____	Phone #_____
Gas Company Name:_____	Phone #_____
Water Company Name:_____	Phone #_____
Trash Company Name:_____	Phone #_____
Other:_____	Phone #_____
Other:_____	Phone #_____

18. ELECTRONIC SYSTEMS AND COMPONENTS.

Any technology or systems staying with the Property? N/A ☐ Yes ☐ No ☐

If "Yes" list:

Upon Closing SELLER will provide BUYER with codes and passwords, or items will be reset to factory settings.

19. FIXTURES, EQUIPMENT AND APPLIANCES (FILL IN ALL BLANKS).

The Residential Real Estate Sale Contract, including this paragraph of the residential 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" in Subparagraphs 1b and 1c of the Contract supersede the Seller's Disclosure and the pre-printed list in Paragraph 1 of the Contract. If there are no "Additional Inclusions" or "Exclusions" listed, the Seller's Disclosure and the pre-printed list govern what is or is not included in this sale. If there are differences between the Seller's Disclosure and the Paragraph 1 list, the Seller's Disclosure governs. Unless modified by the Seller's Disclosure and/or the "Additional Inclusions" and/or the "Exclusions" in Paragraph 1b and/or 1c, 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 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

Initials

SELLER | SELLER

Initials

BUYER | BUYER

316 **Fill in all blanks using one of the abbreviations listed below.**
 317 **“OS” = Operating and Staying with the Property (any item that is performing its intended function).**
 318 **“EX” = Staying with the Property but Excluded from Mechanical Repairs; cannot be an Unacceptable**
 319 **Condition.**
 320 **“NA” = Not applicable (any item not present).**
 321 **“NS” = Not staying with the Property (item should be identified as “NS” below.)**

322
 323
 324 Air Conditioning Window Units, # _____
 325 Air Conditioning Central System _____
 326 Attic Fan _____
 327 Ceiling Fan(s), # _____
 328 Central Vac and Attachments _____
 329 Closet Systems _____
 330 Location _____
 331 Doorbell _____
 332 Electric Air Cleaner or Purifier _____
 333 Electric Car Charging Equipment _____
 334 Exhaust Fan(s) – Baths _____
 335 Fences – Invisible & Controls _____
 336 Fireplace(s), # _____
 337 Location #1 _____ Location #2 _____
 338 Chimney _____ Chimney _____
 339 Gas Logs _____ Gas Logs _____
 340 Gas Starter _____ Gas Starter _____
 341 Heat Re-circulator _____ Heat Re-circulator _____
 342 Insert _____ Insert _____
 343 Wood Burning Stove _____ Wood Burning Stove _____
 344 Other _____ Other _____
 345 Fountain(s) _____
 346 Furnace/Heat Pump/Other Heating System _____
 347 Garage Door Keyless Entry _____
 348 Garage Door Opener(s), # _____
 349 Garage Door Transmitter(s), # _____
 350 Gas Yard Light _____
 351 Humidifier _____
 352 Intercom _____
 353 Jetted Tub _____
 354 **KITCHEN APPLIANCES**
 355 Cooking Unit _____
 356 Cooktop _____ Elec. _____ Gas _____
 357 Microwave Oven _____
 358 Oven _____
 359 Elec. _____ Gas _____ Convection _____
 360 Stove/Range _____
 361 Elec. _____ Gas _____ Convection _____
 362 Dishwasher _____
 363 Disposal _____
 364 Freezer _____
 365 Location _____
 366 Ice maker _____
 367 Refrigerator (#1) _____
 368 Location _____
 369 Refrigerator (#2) _____
 370 Location _____
 371 Trash Compactor _____

Laundry - Washer _____
 Laundry - Dryer _____
 Elec. _____ Gas _____
MOUNTED ENTERTAINMENT EQUIPMENT
 Item #1 _____
 Location _____
 Item #2 _____
 Location _____
 Item #3 _____
 Location _____
 Item #4 _____
 Location _____
 Item #5 _____
 Location _____
 Outside Cooking Unit _____
 Propane Tank _____
 Owned _____ Leased _____
 Security System _____
 Owned _____ Leased _____
 Smoke/Fire Detector(s), # _____
 Shed _____
 Spa/Hot Tub _____
 Spa/Sauna _____
 Spa Equipment _____
 Sprinkler System Auto Timer _____
 Sprinkler System Back Flow Valve _____
 Sprinkler System (Components & Controls) _____
 Statuary/Yard Art _____
 Swing set/Playset _____
 Sump Pump _____
 Swimming Pool (Swimming Pool Rider Attached) _____
 Swimming Pool Heater _____
 Swimming Pool Equipment _____
 TV Antenna/Receiver/Satellite Dish _____
 Owned _____ Leased _____
 Water Heater(s) _____
 Water Softener and/or Purifier _____
 Owned _____ Leased _____
 Boat Dock, ID # _____
 Camera-Surveillance Equipment _____
 Generator _____
 Other _____
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SELLER	SELLER			BUYER	BUYER

Disclose any material information and describe any significant repairs, improvements or alterations to the Property not fully revealed above. If applicable, state who did the work. Attach to this disclosure any repair estimates, reports, invoices, notices or other documents describing or referring to the matters revealed herein:

--

The undersigned SELLER represents, to the best of their knowledge, the information set forth in the foregoing Disclosure Statement is accurate and complete. SELLER does not intend this Disclosure Statement to be a warranty or guarantee of any kind. SELLER hereby authorizes the Licensee assisting SELLER to provide this information to prospective BUYER of the Property and to real estate brokers and salespeople. **SELLER will promptly notify Licensee assisting the SELLER, in writing, if any information in this disclosure changes prior to Closing, and Licensee assisting the SELLER will promptly notify Licensee assisting the BUYER, in writing, of such changes. (SELLER and BUYER initial and date any changes and/or attach a list of additional changes. If attached, # of pages).**

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.

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SELLER **DATE** **SELLER** **DATE**

BUYER ACKNOWLEDGEMENT AND AGREEMENT

1. I understand and agree the information in this form is limited to information of which SELLER has actual knowledge and SELLER need only make an honest effort at fully revealing the information requested.
2. This Property is being sold to me without warranties or guaranties of any kind by SELLER, Broker(s) or agents concerning the condition or value of the Property.
3. I agree to verify any of the above information, and any other important information provided by SELLER or Broker(s) (including any information obtained through the Multiple Listing Service) by an independent investigation of my own. I have been specifically advised to have Property examined by professional inspectors.
4. I acknowledge neither SELLER nor Broker(s) is an expert at detecting or repairing physical defects in Property.
5. I specifically represent there are no important representations concerning the condition or value of Property made by SELLER or Broker(s) on which I am relying except as may be fully set forth in writing and signed by them.

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BUYER **DATE** **BUYER** **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 the 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 September 2020. All previous versions of this document may no longer be valid. Copyright January 2021.



SELLER'S DISCLOSURE AND CONDITION OF PROPERTY ADDENDUM (Condominiums)

SELLER (*Indicate Marital Status*): _____

PROPERTY: _____

A condominium is the form of housing ownership and other real property where a specified part of real estate is individually owned while use of and access to common facilities such as hallways, heating system, elevators, and exterior areas jointly owned and is executed under legal rights associated with the individual ownership and controlled by the association of owners.

1. NOTICE TO SELLER.

Be as complete and accurate as possible when answering the questions in the disclosure. Attach additional sheets if space is insufficient for all applicable comments. SELLER understands that the law requires disclosure of any material defects, known to SELLER, in the Property to prospective Buyer(s) and that failure to do so may result in civil liability for damages. Non-occupant SELLERS are not relieved of this obligation. This disclosure statement is designed to assist SELLER in making these disclosures. Licensee(s), prospective buyers and buyers will rely on this information.

2. CONDOMINIUM RESALE CERTIFICATE. (Missouri only)

Missouri law (448.4-109) requires that the SELLER furnish to the Buyer before the execution of any contract or otherwise before conveyance, a resale certificate containing a copy of the declaration, the Bylaws, and the rules and regulations. The SELLER should obtain from their association a certificate of resale containing information necessary to enable the SELLER to comply with Missouri law 448.4-109.

The resale certificate is attached. Yes ☐ No ☐

3. NOTICE TO BUYER.

This is a disclosure of SELLER'S knowledge of the Property as of the date signed by SELLER and is not a substitute for any inspections or warranties that BUYER may wish to obtain. It is not a warranty of any kind by SELLER or a warranty or representation by the Brokers(s) or their licensees.

4. OCCUPANCY.

Approximate age of Property? _____ How long have you owned? _____

Does SELLER currently occupy the Property? Yes ☐ No ☐

If "No", how long has it been since SELLER occupied the Property? _____ years/months.

5. ROOF.

a. Approximate Age: _____ years ☐ Unknown Type: _____

b. Have there been any problems with the roof, flashing or rain gutters? Yes ☐ No ☐

If "Yes", what was the date of the occurrence? _____

c. Have there been any repairs to the roof, flashing or gutters? Yes ☐ No ☐

Date of and company performing such repairs _____ / _____

d. Has there been any roof replacement? Yes ☐ No ☐

If "Yes", was it: ☐ Complete ☐ Partial

e. Has the old roof been removed? Yes ☐ No ☐

What is the number of layers currently in place? _____ layers ☐ Unknown.

If any of the answers in this section are "Yes", explain in detail or attach all warranty information and other documentation: _____

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51 **6. INFESTATION. ARE YOU AWARE OF:**

- 52 a. Any termites, wood destroying insects, or **other** pests on the Property? Yes ☐ No ☐
- 53 b. Any damage to the Property by termites, wood destroying insects or
- 54 **other** pests? Yes ☐ No ☐
- 55 c. Any termite, wood destroying insects or **other** pest control treatments on
- 56 the Property in the last five years? Yes ☐ No ☐
- 57 If "Yes", list company, **when and where** treated _____
- 58 d. Any current warranty, bait stations or other treatment coverage by a licensed pest
- 59 control company on the Property? Yes ☐ No ☐
- 60 If "Yes", the annual cost of service renewal is \$ _____ and the time
- 61 remaining on the service contract is _____.
- 62 **(Check one)** ☐ The treatment system stays with the Property, or ☐ the treatment system is subject to
- 63 removal by the treatment company if annual service fee is not paid.

64 **If any of the answers in this section are "Yes", explain in detail or attach all warranty information and**

65 **other documentation:**

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69 **7. STRUCTURAL, BASEMENT/CRAWL SPACE ITEMS, FIREPLACE AND EXTERIOR ITEMS.**

70 **ARE YOU AWARE OF:**

- 71 a. Any movement, shifting, deterioration, or other problems with walls,
- 72 foundations, crawl space or slab? Yes ☐ No ☐
- 73 b. Any cracks or flaws in the walls, ceilings, foundations, concrete slab,
- 74 crawl space, basement floor or garage? Yes ☐ No ☐
- 75 c. Any piercing or bracing to support the Property structure? Yes ☐ No ☐
- 76 d. Any water leakage or dampness in the Property, crawl space or basement? Yes ☐ No ☐
- 77 e. Any dry rot, wood rot or similar conditions on the wood of the Property? Yes ☐ No ☐
- 78 f. Any problems with windows or exterior doors? Yes ☐ No ☐
- 79 g. Any problems with driveways, patios, decks, fences or retaining walls on the
- 80 Property? Yes ☐ No ☐
- 81 h. Any problems with fireplace including, but not limited to firebox, chimney,
- 82 chimney cap and/or gas line? Yes ☐ No ☐
- 83 Date of any repairs, inspection(s) or cleaning? _____
- 84 Date of last use? _____
- 85 i. Does the Property have a sump pump? Yes ☐ No ☐
- 86 If "Yes", location: _____
- 87 j. Any repairs or other attempts to control the cause or effect of any
- 88 problem described above? Yes ☐ No ☐

89 **If any of the answers in this section are "Yes" (except i), explain in detail or attach all warranty**

90 **information and other documentation:**

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94 **8. ADDITIONS AND/OR REMODELING.**

- 95 a. Are you aware of any additions, structural changes, or other material
- 96 alterations to the Property? Yes ☐ No ☐
- 97 b. If "Yes", were all necessary permits and approvals obtained,
- 98 and was all work in compliance with building codes? N/A ☐ Yes ☐ No ☐
- 99 If "No", explain in detail: _____

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101 **If any of the answers in this section are "Yes", explain in detail or attach all warranty information and**

102 **other documentation:**

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9. PLUMBING RELATED ITEMS.

- a. What is the drinking water source? ☐ Public ☐ Private
- b. Is there a water softener on the Property? Yes ☐ No ☐
It is (check one) ☐ Leased ☐ Owned
- c. Is there a water purifier system? Yes ☐ No ☐
It is (check one) ☐ Leased ☐ Owned
- d. What type of sewage system serves the Property?
☐ Public Sewer ☐ Private Sewer
- e. Are you aware of any leaks, backups, or other problems relating to any of the plumbing, water, and sewage related systems? Yes ☐ No ☐
- f. Type of plumbing material currently used on the Property:
☐ Copper ☐ Galvanized ☐ Other _____
- g. The location of the main water shut-off is: _____
- h. The location of the sewer line clean out trap is: _____

If any of the answers in this section are "Yes", explain in detail or attach all warranty information and other documentation:

10. HEATING AND AIR CONDITIONING.

- a. Does the Property have air conditioning? Yes ☐ No ☐
If "Yes", the air conditioning system is: ☐ in the unit ☐ building generated
Type: ☐ Central Electric ☐ Central Gas ☐ Heat Pump ☐ Window Unit(s)
Unit Age of Unit Location Last Date Serviced/By Whom?
1. _____
2. _____
- b. Does the Property have heating systems? Yes ☐ No ☐
If "Yes", the heating system is: ☐ in the unit ☐ building generated
Type: ☐ Electric ☐ Natural Gas ☐ Heat Pump ☐ Other _____
Unit Age of Unit Location Last Date Serviced/By Whom?
1. _____
2. _____
- c. Are there rooms without heat or air conditioning? Yes ☐ No ☐
If "Yes", which room(s)? _____
- d. Does the Property have a water heater? Yes ☐ No ☐
If "Yes", the water heater system is: ☐ in the unit ☐ building generated
Type: ☐ Electric ☐ Gas ☐ Solar ☐ Tankless
Unit Age of Unit Location Last Date Serviced/By Whom?
1. _____
2. _____
- e. Are you aware of any problems regarding these items? Yes ☐ No ☐

If any of the answers in this section are "Yes", explain in detail or attach all warranty information and other documentation:

11. ELECTRICAL SYSTEM.

- a. Type of material used: ☐ Copper ☐ Other ☐ Unknown
- b. Type of electrical panel(s): ☐ Breaker ☐ Fuse
Location of electrical panel(s): _____
Size of dwelling unit electrical panel (total amps), if known: _____
- c. Are you aware of any problem with the electrical system? Yes ☐ No ☐

If any of the answers in this section are "Yes", explain in detail or attach all warranty information and other documentation:

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- 161 **12. HAZARDOUS CONDITIONS. ARE YOU AWARE OF:**
- 162 a. Any underground tanks on the Property? Yes ☐ No ☐
- 163 b. Any landfill on the Property? Yes ☐ No ☐
- 164 c. Any toxic substances on the Property (e.g. tires, batteries, etc.)? Yes ☐ No ☐
- 165 d. Any contamination with radioactive or other hazardous material? Yes ☐ No ☐
- 166 e. Any testing for any of the above-listed items on the Property? Yes ☐ No ☐
- 167 f. Any professional testing/mitigation for radon on the Property? Yes ☐ No ☐
- 168 g. Any professional testing/mitigation for mold on the Property? Yes ☐ No ☐
- 169 h. Any other environmental issues? Yes ☐ No ☐
- 170 i. Any controlled substances ever manufactured on the Property? Yes ☐ No ☐
- 171 j. Any methamphetamine ever manufactured on the Property? Yes ☐ No ☐
- 172 (In Missouri, a separate disclosure is required if methamphetamine or other controlled
- 173 substances have been produced on the Property, or if any resident of the Property has
- 174 been convicted of the production of a controlled substance.)
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176 If any of the answers in this section are "Yes", explain in detail or attach test results and other

177 documentation:

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- 182 **13. NEIGHBORHOOD INFORMATION. ARE YOU AWARE OF:**
- 183 a. Any boundaries of the Property being marked in any way? Yes ☐ No ☐
- 184 b. The Property having had a stake survey? Yes ☐ No ☐
- 185 c. Any encroachments, boundary line disputes, or easements affecting
- 186 the Property? Yes ☐ No ☐
- 187 d. Any fencing on the Property? Yes ☐ No ☐
- 188 If "Yes", does fencing belong to the Property? N/A ☐ Yes ☐ No ☐
- 189 e. Any diseased, dead, or damaged trees or shrubs on the Property? Yes ☐ No ☐
- 190 f. Any gas/oil wells, lines or storage facilities on Property or adjacent property? Yes ☐ No ☐
- 191 g. Any land that you may own around Property? Yes ☐ No ☐
- 192 h. The Property being subject to a right of first refusal? Yes ☐ No ☐
- 193 If "Yes", number of days required for notice: _____
- 194 i. Any current/pending bonds, assessments, or special taxes
- 195 that apply to the Property? Yes ☐ No ☐
- 196 Description: _____ Amount: \$ _____
- 197 j. Any condition or proposed change in your neighborhood or surrounding
- 198 area or having received any notice of such? Yes ☐ No ☐
- 199 k. The Property being subject to covenants, conditions, and restrictions of a
- 200 Homeowner's Association or subdivision restrictions? Yes ☐ No ☐
- 201 l. Any violations of such covenants and restrictions? Yes ☐ No ☐
- 202 m. Any defect, damage, proposed change or problem with any
- 203 common elements or common areas? Yes ☐ No ☐
- 204 n. Any condition or claim which may result in any change to
- 205 assessments or fees? Yes ☐ No ☐
- 206 o. Any streets that are privately owned? Yes ☐ No ☐
- 207 p. Any fill or expansive soil on the Property? Yes ☐ No ☐
- 208 q. Any sliding, settling, earth movement, upheaval or earth stability problems
- 209 on the Property? Yes ☐ No ☐
- 210 r. The Property or any portion thereof being located in a flood zone, wetlands
- 211 area or **proposed** to be located in such as designated by FEMA which
- 212 requires flood insurance? Yes ☐ No ☐

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- s. Any drainage or flood problems on the Property or adjacent properties? Yes ☐ No ☐
- t. Any flood insurance premiums that you pay? Yes ☐ No ☐
- u. Any need for flood insurance on the Property? Yes ☐ No ☐
- v. The Property being subject to tax abatement? Yes ☐ No ☐

If the answer to any of the above questions is "Yes" (except d), explain in detail or attach other documentation:

14. HOMEOWNER'S ASSOCIATION(S).

We pay Homeowner's Association dues which are paid in full until _____ in the amount of \$ _____ payable ☐ yearly ☐ semi-annually ☐ monthly ☐ quarterly, sent to _____ and such includes:

a. Name, phone, and address of the Property Management company: _____

b. Name, phone, and address of the Homeowner's Association President: _____

c. Do you have a copy of the Homeowner's Association Rules and Regulations and Deed Restrictions, Bylaws, Budget and major component study pertaining to the Property? SELLER agrees to furnish these documents to the Licensee five (5) calendar days from the listing date. Yes ☐ No ☐

d. Does the Homeowner's Association impose its own transfer fee when this Property is sold? Yes ☐ No ☐
If "Yes", what is the amount? \$ _____.

e. The amount of reserves for capital expenditures are \$ _____ as of _____, and \$ _____ of the reserves has been allocated by the Association for specific projects.

15. HOMEOWNER'S ASSOCIATION(S) FEE COVERS: (check all applicable boxes)

a. ☐ Amenities

Describe: _____

b. ☐ Building Maintenance

Describe: _____

c. ☐ Common Area Grounds

d. ☐ Snow Removal

e. ☐ Trash

f. ☐ Association Management

g. ☐ Security

h. ☐ Parking Maintenance

i. ☐ Other _____

☐ Master Insurance

☐ Cooling

☐ Electricity

☐ Heating

☐ Hot Water

☐ Water

16. PARKING.

The following are included in the sale of the unit:

a. Parking Type and Location:

☐ Garage parking space(s) # _____ Secured/Gated Yes ☐ No ☐

☐ Covered parking space(s) # _____ Secured/Gated Yes ☐ No ☐

☐ Surface lot parking space(s) # _____ Secured/Gated Yes ☐ No ☐

☐ Surface lot owned by the Association, no reserved parking. Secured/Gated Yes ☐ No ☐

☐ Other: _____

Initials
SELLER SELLER

Initials
BUYER BUYER

b. Ownership of Parking Spaces:

- ☐ Designated parking space(s) included in the sale and property title.
☐ Parking space(s) owned and assigned by the Condominium Association
and may be subject to reassignment.
☐ Parking space(s) leased; Amount of lease: \$ _____ year/month
☐ Other: _____

17. STORAGE.

Additional storage area is available outside of unit? Yes ☐ No ☐

If "Yes", Storage Unit # _____

Location: _____

☐ Owned ☐ Leased; \$ _____ year/month

18. PREVIOUS INSPECTION REPORTS.

Has Property been inspected in the last twelve (12) months? Yes ☐ No ☐

If "Yes", a copy of inspection report(s) are available upon request.

19. OTHER MATTERS. ARE YOU AWARE OF:

a. Any of the following?

☐ Party walls ☐ Common areas ☐ Easement Driveways Yes ☐ No ☐

b. Any fire damage to the Property? Yes ☐ No ☐

c. Any liens, other than mortgage(s)/deeds of trust currently on the Property Yes ☐ No ☐

d. Any violations of laws or regulations affecting the Property? Yes ☐ No ☐

e. Any other conditions that may materially affect the
value or desirability of the Property? Yes ☐ No ☐

f. Any other condition, including but not limited to financial,
that may prevent you from completing the sale of the Property? Yes ☐ No ☐

g. Any animals or pets residing in the Property during your ownership? Yes ☐ No ☐

h. Any general stains or pet stains to the carpet, the flooring
or sub-flooring? Yes ☐ No ☐

i. Having keys, codes, key cards for all exterior doors, including doors to
building, unit, storage? Yes ☐ No ☐

List locks without keys: _____

j. Any violations of zoning, setbacks, restrictions, or
non-conforming uses? Yes ☐ No ☐

k. Any unrecorded interests affecting the Property? Yes ☐ No ☐

l. Anything that would interfere with giving clear title to BUYER? Yes ☐ No ☐

m. Any existing or threatened legal action pertaining to the Property? Yes ☐ No ☐

n. Any litigation or settlement pertaining to the Property? Yes ☐ No ☐

o. Any added insulation since you have owned the Property? Yes ☐ No ☐

p. Having replaced any appliances that remain with the Property in the past
five (5) years? Yes ☐ No ☐

q. Any transferable warranties on the Property or any of its
components? Yes ☐ No ☐

r. Having made any insurance or other claims pertaining to the Property
in the past five (5) years? Yes ☐ No ☐

If "Yes", were repairs from the claim(s) completed? Yes ☐ No ☐

s. Any use of synthetic stucco on the Property? Yes ☐ No ☐

If any of the answers in this section are "Yes" (except i), explain in detail or attach documentation:

Initials
SELLER SELLER

Initials
BUYER BUYER

20. UTILITIES. Identify the name and phone number for utilities listed below.

Electric Company Name: _____	Phone # _____
Gas Company Name: _____	Phone # _____
Water Company Name: _____	Phone # _____
Other: _____	Phone # _____
Other: _____	Phone # _____

21. ELECTRONIC SYSTEMS AND COMPONENTS.

Any technology or systems staying with the property?N/A ☐ Yes ☐ No ☐

If "Yes" list:

Upon closing SELLER will provide BUYER with codes and passwords, or items will be reset to factory settings.

22. FIXTURES, EQUIPMENT AND APPLIANCES (FILL IN ALL BLANKS).

The Residential Real Estate Sale Contract, including this paragraph of the condominiums 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" in Subparagraphs 1b and 1c of the Contract supersede the Seller's Disclosure and the printed list in Paragraph 1 of the Contract. If there are no "Additional Inclusions" or "Exclusions" listed, the Seller's Disclosure and the printed list govern what is or is not included in this sale. If there are differences between the Seller's Disclosure and the Paragraph 1 list, the Seller's Disclosure governs. Unless modified by the Seller's Disclosure and/or the "Additional Inclusions" and/or the "Exclusions" in Paragraph 1b and/or 1c, 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 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

352 **Fill in all blanks using one of the abbreviations listed below.**
 353 **“OS” = Operating and Staying with the Property (any item that is performing its intended function).**
 354 **“EX” = Staying with the Property but Excluded from Mechanical Repairs; cannot be an Unacceptable**
 355 **Condition.**
 356 **“NA” = Not applicable (any item not present).**
 357 **“NS” = Not staying with the Property (item should be identified as “NS” below.)**

358
 359 ☐ Air Conditioning Window Units, # ☐
 360 ☐ Air Conditioning Central System ☐
 361 ☐ Attic Fan
 362 ☐ Ceiling Fan(s), # ☐
 363 ☐ Central Vac and Attachments
 364 ☐ Closet Systems
 365 ☐ Location ☐
 366 ☐ Doorbell
 367 ☐ Electric Air Cleaner or Purifier
 368 ☐ Exhaust Fan(s) – Baths
 369 ☐ Fences – Invisible & Controls
 370 ☐ Fireplace(s), # ☐
 371 ☐ Location #1 ☐ Location #2 ☐
 372 ☐ Chimney ☐ Chimney
 373 ☐ Gas Logs ☐ Gas Logs
 374 ☐ Gas Starter ☐ Gas Starter
 375 ☐ Heat Re-circulator ☐ Heat Re-circulator
 376 ☐ Insert ☐ Insert
 377 ☐ Wood Burning Stove ☐ Wood Burning Stove
 378 ☐ Other ☐ Other ☐
 379 ☐ Fountain(s)
 380 ☐ Furnace/Heat Pump/Other Heating System
 381 ☐ Garage Door Keyless Entry
 382 ☐ Garage Door Opener(s), # ☐
 383 ☐ Garage Door Transmitter(s), # ☐
 384 ☐ Gas Yard Light
 385 ☐ Humidifier
 386 ☐ Intercom
 387 ☐ Jetted Tub
 388 **KITCHEN APPLIANCES**
 389 **Cooking Unit**
 390 ☐ Cooktop ☐ Elec. ☐ Gas
 391 ☐ Microwave Oven
 392 ☐ Oven
 393 ☐ Elec. ☐ Gas ☐ Convection
 394 ☐ Stove/Range
 395 ☐ Elec. ☐ Gas ☐ Convection
 396 ☐ Dishwasher
 397 ☐ Disposal
 398 ☐ Freezer
 399 ☐ Location ☐
 400 ☐ Icemaker
 401 ☐ Refrigerator (#1)
 402 ☐ Location ☐
 403 ☐ Refrigerator (#2)
 404 ☐ Location ☐
 405 ☐ Trash Compactor

☐ Laundry - Washer
☐ Laundry - Dryer
☐ Elec. ☐ Gas
MOUNTED ENTERTAINMENT EQUIPMENT
☐ Item #1 ☐
☐ Location ☐
☐ Item #2 ☐
☐ Location ☐
☐ Item #3 ☐
☐ Location ☐
☐ Item #4 ☐
☐ Location ☐
☐ Item #5 ☐
☐ Location ☐
☐ Outside Cooking Unit
☐ Propane Tank
☐ Owned ☐ Leased
☐ Security System
☐ Owned ☐ Leased
☐ Smoke/Fire Detector(s), # ☐
☐ Spa/Hot Tub
☐ Spa/Sauna
☐ Spa Equipment
☐ Sprinkler System Auto Timer
☐ Sprinkler System Back Flow Valve
☐ Sprinkler System (Components & Controls)
☐ Statuary/Yard Art
☐ Sump Pump
☐ Swimming Pool
☐ Swimming Pool Heater
☐ Swimming Pool Equipment
☐ TV Antenna/Receiver/Satellite Dish
☐ Owned ☐ Leased
☐ Water Heater
☐ Water Softener and/or Purifier
☐ Owned ☐ Leased
☐ Other ☐
☐ Other ☐
☐ Other ☐
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Initials Initials
 SELLER SELLER BUYER BUYER

Disclose any material information and describe any significant repairs, improvements or alterations to the Property not fully revealed above. If applicable, state who did the work. Attach to this disclosure any repair estimates, reports, invoices, notices or other documents describing or referring to the matters revealed herein:

--

The undersigned SELLER represents, to the best of their knowledge, the information set forth in the foregoing Disclosure Statement is accurate and complete. SELLER does not intend this Disclosure Statement to be a warranty or guarantee of any kind. SELLER hereby authorizes the Licensee assisting the SELLER to provide this information to prospective BUYER of the Property and to real estate brokers and Licensees. **SELLER will promptly notify Licensee assisting the SELLER, in writing, if any information in this disclosure changes prior to Closing, and Licensee assisting the SELLER will promptly notify Licensee assisting the BUYER, in writing, of such changes. (SELLER and BUYER initial and date any changes and/or attach a list of additional changes. If attached, # of pages).**

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**

--

SELLER **DATE**

BUYER ACKNOWLEDGEMENT AND AGREEMENT

1. I understand and agree the information in this form is limited to information of which SELLER has actual knowledge and that SELLER need only make an honest effort at fully revealing the information requested.
2. This Property is being sold to me without warranties or guaranties of any kind by SELLER, Broker(s) or agents concerning the condition or value of the Property.
3. I agree to verify any of the above information, and any other important information provided by SELLER or Broker(s) (including any information obtained through the Multiple Listing Service) by an independent investigation of my own. I have been specifically advised to have Property examined by professional inspectors.
4. I acknowledge neither SELLER nor Broker(s) is an expert at detecting or repairing physical defects in Property.
5. I specifically represent there are no important representations concerning the condition or value of Property made by SELLER or Broker(s) on which I am relying except as may be fully set forth in writing and signed by them.
6. I acknowledge that I have seen the Homeowner's Association Rules and Regulations and Deed Restrictions, Bylaws, Budget, and major component study pertaining to Property.

--

BUYER **DATE**

--

BUYER **DATE**

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MULTIFAMILY PROPERTY DISCLOSURE RIDER

(To be used in conjunction with Property Disclosure – Residential)

1 **SELLER:** _____

2 **PROPERTY LOCATION:** _____

3 **NUMBER OF UNITS:** _____

4
5 **1. RENT SCHEDULE (If more than 6 units, attach additional rent schedule).** ☐ *Check box if additional*
6 *schedule attached.*

7
8 Monthly Rent: If vacant please enter most recent rent amount.
9 Legend: H = Heat, HW = Hot Water, E = Electric, W = Water, S = Sewer, G = Gas

Unit #	Lease (Y/N) or last occupied	Lease Begin MM/YY	Lease End MM/YY	Monthly Rent	Is rent current?	Amount of Security Deposit (Tenants/Pets)	Tenant Pays (Check)	Landlord Pays (Check)
							<input type="checkbox"/> H <input type="checkbox"/> HW <input type="checkbox"/> G <input type="checkbox"/> E <input type="checkbox"/> W <input type="checkbox"/> S	<input type="checkbox"/> H <input type="checkbox"/> HW <input type="checkbox"/> G <input type="checkbox"/> E <input type="checkbox"/> W <input type="checkbox"/> S
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10
11 Have any tenants given notice, been served Notices to Quit, or eviction proceedings begun against any
12 tenants? _____

13
14 **2. ADDITIONAL PROPERTY INCOME (laundry, storage, garage rental, etc):** _____

15

16
17 **3. EXPENSE INFORMATION:**

18 a. Annual real estate taxes and year:.....\$ _____

19 b. Annual hazard insurance:.....\$ _____

20 c. Annual snow removal expense:.....\$ _____

21 d. Annual lawn mowing, yard maintenance expense:.....\$ _____

22 e. Annual fuel consumption paid by landlord:.....\$ _____ #Gallons, cu.ft.: _____

23 f. Annual electric costs paid by landlord:.....\$ _____

24 g. Annual trash removal expense:.....\$ _____

25 h. Other expense: _____

26

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

27 **4. APPLIANCE/HVAC/WATER HEATER SCHEDULE** (only list appliances included in sale, if more than
28 **6 units, attach additional appliance schedule).** ☐ Check box if additional schedule attached.

Unit	Stove	DW	Refrigerator	Microwave	Washer	Dryer	Furnace/ Age	Central Ac Age	Water Heater Age	Window Unit(s)

29
30 **5. ADDITIONAL INFORMATION:**
31 a. Any other leases or contracts for services on the building? ☐ Yes ☐ No If yes, please specify: _____

32
33 b. Attached Operating/Income Statement for _____ years.

34 c. Additional comments: _____
35
36

37
38 **RENTS SHALL BE PRO-RATED AS OF THE DAY OF CLOSING. ALL PRO-RATED RENTS AND DEPOSITS**
39 **SHALL TRANSFER TO BUYER AT CLOSING.**

40
41 **AFTER ALL BUYER CONTINGENCIES ARE SATISFIED, SELLER AGREES TO PROVIDE BUYER COPIES OF**
42 **ALL LEASES.**

43
44 **SELLER ACKNOWLEDGES THAT SELLER HAS PROVIDED THE ABOVE INFORMATION AND THAT SUCH**
45 **INFORMATION IS ACCURATE, TRUE AND COMPLETE TO THE BEST OF SELLER KNOWLEDGE. SELLER**
46 **AUTHORIZES THE LISTING BROKER TO DISCLOSE THE INFORMATION CONTAINED HEREIN TO OTHER**
47 **BROKERS AND BUYER'S.**

48
49 **CAREFULLY READ THE TERMS HEREOF BEFORE SIGNING. WHEN SIGNED BY ALL PARTIES, THIS**
50 **DOCUMENT BECOMES PART OF A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, CONSULT AN**
51 **ATTORNEY BEFORE SIGNING.**

52
53
54 **SELLER** _____ **DATE** _____

53
54 **BUYER** _____ **DATE** _____

55
56
57 **SELLER** _____ **DATE** _____

55
56
57 **BUYER** _____ **DATE** _____

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SELLER'S DISCLOSURE SWIMMING POOL - SPA RIDER

1 **SELLER:** _____

2 **PROPERTY:** _____

3
4 **NOTICE TO BUYER.** This is a disclosure of SELLER'S knowledge of as of the date signed by SELLER and is not a
5 substitute for any inspections or warranties that BUYER may wish to obtain. It is not a warranty of any kind by SELLER
6 or a warranty or representation by the Broker(s) or their licensees.

7
8 ☐ **PROPERTY INCLUDES SWIMMING POOL**

- 9 a. Type: ☐ Gunite ☐ Vinyl Liner ☐ Fiberglass ☐ Other: _____
- 10 b. Age of Pool: _____ Date of last resurfacing or liner replacement: _____
- 11 c. Age of Coping: _____ Date of last repair: _____
- 12 d. Age of Pump: _____
- 13 e. Age of Filter: _____ Type of Filter: ☐ Sand ☐ DE ☐ Other: _____
- 14 f. Does Pool have heating system?.....Yes ☐ No ☐
15 ☐ Electric ☐ Natural Gas ☐ Other: _____ Age of Heater: _____
- 16 g. Type of Sanitizing System: ☐ Chlorine ☐ Salt ☐ Ionizer ☐ Other: _____
- 17 h. Does Pool have a winter cover?:Yes ☐ No ☐
18 ☐ Anchored Safety Mesh ☐ Anchored Safety Solid ☐ Non-Anchored ☐ Other: _____
- 19 Age of Cover: _____
- 20 i. Depth from: _____ to: _____
- 21 j. Last date closed and winterized: _____
- 22 k. Additional equipment included: ☐ Manual Vacuum ☐ Automatic Vacuum/Cleaner ☐ Hose and Net
23 ☐ Other equipment: _____
- 24 l. Any repairs performed on Pool or equipment in last 5 years?.....Yes ☐ No ☐
25 If "Yes", please describe: _____
- 26 m. Any structural issues, leaks, defects or other problems with Pool or Pool equipment?....Yes ☐ No ☐
27 If "Yes", explain in detail: _____

28
29
30 ☐ **PROPERTY INCLUDES SPA-HOT TUB**

- 31 a. Construction type or manufacturer: _____
- 32 b. Age of Spa: _____
- 33 c. Age of Pump: _____
- 34 d. Age of Filter: _____ Type of Filter: ☐ Sand ☐ DE ☐ Other: _____
- 35 e. Type of heating system: ☐ Electric ☐ Natural Gas ☐ Other: _____ Age of heater: _____
- 36 f. Type of Sanitizing System: ☐ Chlorine ☐ Salt ☐ Ionizer ☐ Other: _____
- 37 g. Water volume (gallons): _____ Number of seats/capacity: _____
- 38 h. Additional equipment included: _____
- 39 i. Any repairs performed on Spa or equipment in last 5 years?.....Yes ☐ No ☐
40 If "Yes", please describe: _____
- 41 j. Any structural issues, leaks, defects or other problems with Spa or equipment?.....Yes ☐ No ☐
42 If "Yes", explain in detail: _____

43
44
45

SELLER	BUYER
DATE	DATE

46
47
48

SELLER	BUYER
DATE	DATE

49

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IN ITS PRESENT CONDITION ADDENDUM

1 **SELLER:** _____

2 **BUYER:** _____

3 **PROPERTY:** _____

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

- 10
11 ☐ 1. BUYER is entitled to conduct inspections as outlined in the Inspections Paragraph of the Contract.
12 BUYER has the right to ask for repairs.
13 SELLER may deny any requests for repairs.
14 BUYER understands SELLER has expressed intent to make no repairs. However, per the Wood
15 Destroying Insects section of the Inspection Paragraph, SELLER agrees to pay to have the Property
16 treated for wood destroying insects.
17 BUYER will have the right to cancel the Contract if the results of the inspections are unsatisfactory.
18
19 ☐ 2. BUYER is entitled to conduct inspections as outlined in the Inspections Paragraph of the Contract.
20 SELLER will make no repairs and/or treatments.
21 BUYER will have the right to cancel the Contract if the results of the inspections are unsatisfactory.
22 BUYER waives any right to renegotiate pursuant to the inspection provisions in the Contract.
23
24 ☐ 3. BUYER waives any right to conduct inspections as outlined in the Inspections Paragraph of the Contract.
25 SELLER will make no repairs and/or treatments.
26 BUYER waives any right to cancel or renegotiate pursuant to the inspection provisions in the Contract.
27

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

30
31 SELLER understands and agrees that the Property will be delivered to the BUYER in the same condition and state
32 of repair as at the time of agreement and SELLER is still responsible to care for the Property through the
33 Possession Date as outlined in the Condition, Maintenance and Inspections of the Property section of the
34 Residential Real Estate Sale Contract.

35
36
37
38 _____
39 **SELLER** **DATE**

BUYER **DATE**

40
41
42 _____
SELLER **DATE**

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	BUYER
DATE	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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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** _____

34
35 **BUYER** _____ **DATE** _____

36
37 **SELLER** _____ **DATE** _____

BUYER _____ **DATE** _____

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RESIDENTIAL SEPTIC SYSTEM ADDENDUM

1 **SELLER:** _____

2
3 **BUYER:** _____

4
5 **PROPERTY:** _____

6
7 The Property which is the subject of this Contract is not connected to a municipal or public sewer system. Sewage
8 disposal is accomplished with a septic tank or similar installation. Septic systems may be subject to local, state and
9 federal regulation. Installations which were proper at the time of original construction may not comply with
10 governmental regulations which have been enacted since that time. **It is recommended that BUYER check with**
11 **lender and/or local government authority regarding septic system inspection.**

12
13 Lenders are becoming more sensitive to environmental regulations, and it should be anticipated the BUYER'S
14 financing may be conditioned upon proof that the septic system meets current regulatory requirements.

15
16 Even if a septic inspection is not required by lender or local government, BUYER is advised to consider an
17 independent inspection of the septic system.

18
19 **In the event proof of regulatory compliance of the septic system is required by a lender, or is sought for any**
20 **other reason, and it is determined the system does not comply, it may be necessary to bring the system**
21 **into compliance. Significant expense may be involved.**

22
23 The cost of uncovering and recovering the septic tank lid(s), if needed, for purposes of this inspection will be paid
24 by: **(Check One)** ☐ SELLER ☐ BUYER.

25
26 The cost of pumping the septic tank(s), if needed, for purposes of this inspection will be paid by:
27 **(Check One)** ☐ SELLER ☐ BUYER.

28
29
30 **CAREFULLY READ THE TERMS HEREOF BEFORE SIGNING. WHEN SIGNED BY ALL PARTIES, THIS**
31 **DOCUMENT BECOMES PART OF A LEGALLY BINDING CONTRACT.**
32 **IF NOT UNDERSTOOD, CONSULT AN ATTORNEY BEFORE SIGNING.**

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SELLER	BUYER
DATE	DATE

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SELLER	BUYER
DATE	DATE

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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)
☐ Personal Check ☐ Electronic Funds Transfer ☐ 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. **For new home construction only: (Check one)**
☐ refundable ☐ non-refundable

c. **Additional Earnest Money** in the amount of (ZERO (\$0) if left blank).....\$..... (c)
will be delivered on or beforein the form of: (Check one)
☐ Personal Check ☐ Electronic Funds Transfer ☐ 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. **For new home construction only: (Check one)**
☐ refundable ☐ non-refundable

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.

<div>SELLER</div> <div>SELLER</div>	<div>Initials</div>	<div>Initials</div>	<div>BUYER</div> <div>BUYER</div>
-------------------------------------	---------------------	---------------------	-----------------------------------

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

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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