



RESIDENTIAL REAL ESTATE SALE CONTRACT

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

4 **SELLER:** _____

5 _____

6 **BUYER:** _____

7 _____

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

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

17 PROPERTY, ADDENDA, DESCRIPTIONS AND CONDITIONS

18
19 1. **PROPERTY.** BUYER agrees to purchase and SELLER agrees to sell the real property and the improvements
20 thereon (**the "Property"**) commonly known as:

21 _____

22 **Street Address** **City** **Zip** **County**

23 **STATE: (Check one)** Missouri Kansas
24
25 **LEGAL DESCRIPTION.** (Legal description on SELLER'S vesting deed(s) to govern):
26 _____
27 _____
28 _____
29 _____
30

31 This Contract, including the Fixtures, Equipment and Appliances paragraph of the Seller's Disclosure and
32 Condition of Property Addendum ("Seller's Disclosure"), not the MLS, or other promotional material, provides for
33 what is included in the sale of the Property.
34

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

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

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

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

52
53
54
55
56
57
58
59
60
61
62
63
64
65
66
67
68
69
70
71
72
73
74
75
76
77
78
79
80
81
82
83
84
85
86
87
88
89
90
91
92
93
94
95
96
97
98
99
100
101
102
103

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

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

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

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

e. **Limited Home Warranty. (Check if applicable)**

- 1. SELLER BUYER, at a cost not to exceed \$ _____, agrees to purchase a home warranty plan from _____ (vendor) to be paid at Closing. A home warranty plan is a limited service contract covering repair or replacement of the working components of the Property for a minimum of one (1) year from the Closing Date subject to the terms and conditions of the individual plan with a per claim deductible of \$ _____.
- 2. The (Check one) Licensee assisting SELLER Licensee assisting BUYER will be responsible for making arrangements for the home warranty plan, submitting required documentation for such to the Closing Agent prior to the Closing Date. Broker may receive a fee from the warranty company.

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

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

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

SELLER | SELLER

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

BUYER | BUYER

104
105
106
107
108
109
110
111
112
113
114
115
116
117
118
119
120
121
122
123
124
125
126
127
128
129
130
131
132
133
134
135
136
137
138
139
140
141
142
143
144
145
146
147
148
149
150
151
152
153
154
155
156
157
158
159

3. DESCRIPTIONS AND CONDITIONS.

- a. **Effective Date.** The **Effective Date** will be the date of final acceptance by the last party to sign this **Contract** or a **Counter Offer Addendum**.
- b. **Seller's Disclosure Status.** SELLER confirms information contained in the Seller's Disclosure and Condition of Property Addendum is current as of the Effective Date of the Contract. 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.
- c. **Entire Agreement and Manner of Modifications.** This Contract and all attachments constitute the complete agreement of the parties concerning the Property; supersede all previous agreements, and may be modified or assigned only by a written agreement signed by all parties.
- d. **Parties.** This is a Contract between SELLER and BUYER. If SELLER or BUYER constitutes two or more persons, the terms "SELLER" or "BUYER" will be construed to read "SELLERS" or "BUYERS" whenever the sense of the Contract requires.

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

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

- SELLER and/or BUYER is a licensed real estate broker or salesperson. *(Check applicable boxes)*
 - SELLER licensed in: MO KS Other _____
 - BUYER licensed in: MO KS Other _____
- Licensee assisting SELLER is an immediate family member of: *(check applicable boxes)*
 - SELLER BUYER
- Licensee assisting BUYER is an immediate family member of: *(check applicable boxes)*
 - SELLER BUYER

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

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

- f. **Time is of the essence.** Time is of the essence in the performance of the obligations of the parties under this Contract. With the exception of the terms "banking days" or "business days", as used herein, a "**day**" is defined as a 24-hour calendar day, seven (7) days per week.
- g. **Electronic Transaction.** All parties agree this transaction may be conducted by electronic means, including email, according to the Uniform Electronic Transaction Act as adopted in Kansas and Missouri.
- h. **Cyber Protection.** 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. Always contact the closer directly before wiring any money.

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

160
161
162
163
164
165
166
167
168
169
170
171
172
173
174
175
176
177
178
179
180
181
182
183
184
185
186
187
188
189
190
191
192
193
194
195
196
197
198
199
200
201
202
203
204
205
206
207
208
209
210
211
212
213

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 | SELLER BUYER | BUYER

214
215
216
217
218
219
220
221
222
223
224
225
226
227
228
229
230
231
232
233
234
235
236
237
238
239
240
241
242
243
244
245
246
247
248
249
250
251
252
253
254
255
256
257
258
259
260
261
262
263
264
265
266

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:

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

267
268
269
270
271
272
273
274
275
276
277
278
279
280
281
282
283
284
285
286
287
288
289
290
291
292
293
294
295
296
297
298
299
300
301
302
303
304
305
306
307
308
309
310
311
312
313
314
315
316
317
318
319
320
321
322
323
324

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

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

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

- 330
331 1. Primary Loan _____ interest rate not exceeding _____% per annum or
332 _____ the prevailing rate at closing
333
334 2. Secondary Loan _____ interest rate not exceeding _____% per annum or
335 _____ the prevailing rate at closing
336

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

338
339 If BUYER locks in a rate, BUYER agrees to accept the "locked" rate and terms even if different than those
340 stated above. If BUYER floats the rate, BUYER agrees to accept the rate and terms available from BUYER'S
341 Lender(s) for which BUYER qualifies at Closing.
342

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

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

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

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

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

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

369 Upon written evidence of rejection provided by BUYER'S Lender(s), BUYER or SELLER may cancel this
370 Contract by written notice.
371

372 In either case, BUYER'S Earnest Money will be subject to the provisions of the Earnest Money and Additional
373 Deposits paragraph of the Contract.
374

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

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

380 If appraisal and/or Lender(s) requirements exceed the amount in this blank and if SELLER and BUYER have
381 not agreed in writing to a resolution of the excess appraisal and/or Lender(s) requirements prior to the Closing
382 Date, or within the time period (no less than five (5) calendar days) specified in a written demand by either
383 party, this Contract will be cancelled and disposition of BUYER'S Earnest Money will be subject to the
384 provisions of the Earnest Money and Additional Deposits paragraph of the Contract.
385

386 **CONDITION, MAINTENANCE AND INSPECTIONS OF THE PROPERTY**

387
388 **9. UTILITIES.** SELLER agrees to leave all utilities on until the date of possession unless otherwise agreed.
389

390 The BUYER will pay SELLER for the amount of fuel left in tank(s) at Closing based upon SELLER'S actual cost at
391 time of purchase, if applicable. SELLER will have tank read no earlier than seven (7) calendar days and no later
392 than five (5) calendar days prior to the Closing Date and provide documentation to BUYER.
393

394 **10. MAINTENANCE OF PROPERTY.** SELLER will maintain the Property in its present condition and agrees to
395 perform ordinary and necessary maintenance, upkeep and repair to the Property through the Possession Date.
396

397 SELLER must advise BUYER in writing of any substantial change in the condition of the Property prior to Closing.
398

399 Unless otherwise agreed in writing, SELLER must remove all possessions, trash and debris, and clean the
400 Property, upon vacating or prior to delivery of Possession.
401

402 **11. INSURANCE/CASUALTY LOSS.** SELLER agrees to keep the Property insured until delivery of SELLER'S deed
403 to BUYER.
404

405 **BUYER and SELLER agree to consult with their respective insurance companies to ensure appropriate**
406 **coverage during the time between completion of close and possession.**
407

408 If before delivery of the deed to BUYER, the Property is damaged or destroyed by fire or other causes including
409 those that could be covered by what is known as fire and extended coverage insurance, then the SELLER must
410 notify the BUYER in writing within one (1) calendar day of discovery of such damage. The parties agree that the
411 risk of that damage or destruction will be borne as follows:
412

413 **a.** If the damage is minor, SELLER may repair or replace the damage done to the Property if the work can be
414 completed before the Closing Date.
415

416 If the SELLER elects to repair or replace the damage done to the Property, but repair/replacement cannot be
417 completed prior to the Closing, with written agreement between the parties one of the following options will be
418 chosen:
419

- 420 1. SELLER will pay for repair/replacement after Closing; or
- 421 2. The parties will extend the Closing Date to such time as repairs/replacement can be completed; or
- 422 3. With consent of BUYER'S Lender(s), 1.5 times the estimated cost of repair/replacement will be escrowed
423 until repair/replacement is complete with any funds remaining after payment for repairs/replacement being
424 remitted to the party that funded the escrow.
425

426 **b.** If SELLER elects not to repair or replace the damage done to the Property, or if the damage is not minor, the
427 BUYER may enforce or cancel this Contract by written notice to SELLER within ten (10) calendar days after
428 receiving notice of such damage to the Property.
429

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

--

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

--

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 2. Additional structures to be included in the inspection are: _____
504 _____
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 1. **ACCEPT THE PROPERTY IN ITS PRESENT CONDITION.** BUYER may notify SELLER on the
533 Inspection Notice that the inspections are satisfactory or do nothing. In either case, BUYER will have
534 waived any right to cancel or renegotiate due to any Unacceptable Conditions; or
- 535 2. **CANCEL THIS CONTRACT** by notifying SELLER on the Inspection Notice within the Inspection Period;
536 or
537
- 538 3. **OFFER TO RENEGOTIATE** with SELLER by notifying SELLER on the Resolution of Unacceptable
539 Conditions within the Inspection Period.

540
541 l. **BUYER'S notice of cancellation or offer to renegotiate terminates the Inspection Period and must be**
542 **accompanied by the applicable written inspection report(s) in their entirety from the independent,**
543 **qualified inspector(s) who conducted the inspection(s).**
544
545

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

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

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

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

558
559 **If no agreement resolving the Unacceptable Conditions is reached during the Renegotiation Period as**
560 **provided above, then after the expiration of the Renegotiation Period either of the following is**
561 **permitted under the Contract.**

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

567
568
569
570
571
572 **DEFAULTS AND REMEDIES**

573
574 **14. DEFAULTS AND REMEDIES.** SELLER or BUYER will be in default under this Contract if either fails to comply
575 with any material covenant, agreement or obligation within any time limits required by this Contract. Following a
576 default by either SELLER or BUYER under this Contract, the other party will have the following remedies, subject
577 to the provisions of Earnest Money and Additional Deposits paragraph of this Contract.

578
579 **If SELLER defaults, BUYER may:**

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

586
587 **If BUYER defaults, SELLER may:**

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

596
597 In any legal action to enforce rights under this Contract, the prevailing party is entitled to reimbursement of all
598 reasonable attorney fees, court costs, and other related legal expenses incurred in connection with such legal
599 action.

600
601
602
603
604
605

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

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

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

620 **16. RADON, MICROBIALS AND OTHER ENVIRONMENTAL POLLUTANTS.**

621
622 a. **Radon.** Every BUYER of residential real property is notified the Property may present exposure to dangerous
623 concentrations of indoor radon gas that may place occupants at risk of developing radon-induced lung cancer.

624
625 Radon, a Class-A human carcinogen, is the leading cause of lung cancer in non-smokers and the second
626 leading cause overall. Kansas law requires SELLER to disclose any information known to SELLER that
627 shows elevated concentrations of radon gas in residential real property.

628
629 The Kansas Department of Health and Environment recommends all homebuyers have an indoor radon
630 test performed prior to purchasing or taking occupancy of residential real property. All testing for radon
631 should be conducted by a radon measurement technician. Elevated radon concentrations can be easily
632 reduced by a radon mitigation technician.

633
634 For additional information, please go to <http://www.kansasradonprogram.org> or in Missouri a national
635 source for radon information is <http://www.epa.gov/radon>.

636
637 b. **Microbials and Other Environmental Pollutants.** BUYER acknowledges mold, fungi, bacteria and other
638 microbials commonly exist in homes and will exist in the Property as a result of rain, humidity and other
639 moisture in the Property and on materials during the normal construction process and as a result of the use of
640 wood and other materials that commonly have mold, fungi, bacteria and other microbials at the time of
641 delivery to the job site. BUYER has the opportunity to become informed about microbials and other
642 environmental pollutants, and the potential health risks of microbials and other environmental pollutants.

643
644 1. The SELLER and Licensee assisting the SELLER and/or the BUYER do not claim or possess any special
645 expertise in the measurement or reduction of radon, microbials or other environmental pollutants, nor
646 have they provided any advice to BUYER as to acceptable levels or possible health hazards of radon,
647 microbials or other environmental pollutants.

648
649 2. There can be no assurance that any existing systems, devices or methods incorporated into the Property
650 for the purpose of reducing radon, microbials or other environmental pollutant levels will be effective and
651 SELLER has no responsibility for the operation, maintenance or effectiveness of such systems, devices
652 and methods.

653
654 17. **LEAD BASED PAINT DISCLOSURE.** If the property was built prior to 1978, BUYER acknowledges receiving,
655 reading and signing the Federally required disclosure regarding lead based paint.

656
657 18. **CRIMINAL OFFENDERS.** In Missouri and Kansas, law requires persons who are convicted of certain crimes,
658 including certain sexually violent crimes, to register with the Sheriff of the county in which they reside. If you, as the
659 BUYER, desire information regarding those registrants, you may find information on the homepage of the Kansas
660 Bureau of Investigation (KBI) at <http://www.Kansas.gov/kbi> or by contacting the local Sheriff's office in Kansas.
661
662

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

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

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

670 **20. BROKERAGE RELATIONSHIP DISCLOSURE.**

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

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

679 Licensee acting in the capacity of:

- 680
- 681 a. Agent for the SELLER has a duty to represent the SELLER'S interest and will not be the Agent of the BUYER.
682 Information given by the BUYER to an Agent of the SELLER will be disclosed to the SELLER.
 - 683 b. Agent for the BUYER has a duty to represent the BUYER'S interest and will not be an Agent of the SELLER.
684 Information given by the SELLER to an Agent of the BUYER will be disclosed to the BUYER.
 - 685 c. Transaction Broker is not an Agent for either party and does not advocate the interests of either party.
 - 686 d. Disclosed Dual Agent (Available only in Missouri.) is acting as an Agent for both the SELLER and the BUYER,
687 and a separate Disclosed Dual Agency Amendment is required.
688
- 689

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

<p>692 Licensee assisting SELLER is a: <i>(Check appropriate box(es))</i></p> <p>693</p> <p>694 <input type="checkbox"/> SELLER'S Agent</p> <p>695 <input type="checkbox"/> Designated SELLER'S Agent (In Kansas, Supervising 696 Broker acts as a Transaction Broker)</p> <p>697 <input type="checkbox"/> Transaction Broker and SELLER agrees, if applicable, 698 to sign a Transaction Broker Addendum. SELLER is not 699 being represented.</p> <p>700 <input type="checkbox"/> Disclosed Dual Agent and SELLER agrees to sign a 701 Disclosed Dual Agency Amendment. (Missouri only)</p> <p>702 <input type="checkbox"/> BUYER'S Agent</p> <p>703 <input type="checkbox"/> Designated BUYER'S Agent (In Kansas, Supervising 704 Broker acts as Transaction Broker)</p> <p>705 <input type="checkbox"/> Subagent</p> <p>706 <input type="checkbox"/> SELLER is not being represented.</p>	<p>707 Licensee assisting BUYER is a: <i>(Check appropriate box(es))</i></p> <p>708</p> <p>709 <input type="checkbox"/> BUYER'S Agent</p> <p>710 <input type="checkbox"/> Designated BUYER'S Agent (In Kansas, Supervising 711 Broker acts as a Transaction Broker)</p> <p>712 <input type="checkbox"/> Transaction Broker and BUYER agrees, if applicable, 713 to sign a Transaction Broker Addendum. BUYER is not 714 being represented.</p> <p>715 <input type="checkbox"/> Disclosed Dual Agent and BUYER agrees to sign a 716 Disclosed Dual Agency Amendment. (Missouri only)</p> <p>717 <input type="checkbox"/> SELLER'S Agent</p> <p>718 <input type="checkbox"/> Designated SELLER'S Agent (In Kansas, Supervising 719 Broker acts as a Transaction Broker)</p> <p>720 <input type="checkbox"/> Subagent</p> <p>721 <input type="checkbox"/> BUYER is not being represented.</p>
---	--

722 **SOURCE OF COMPENSATION.** Brokerage fees, to include but not limited to broker commissions and other fees,
723 will be paid out of escrow at Closing as follows, unless otherwise described in the terms of the respective agency
724 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)

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

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

727 _____	728 _____	729 _____	730 _____
731 Licensee assisting Seller	732 DATE	733 Licensee assisting Buyer	734 DATE
735 _____	736 _____	737 _____	738 _____
739 SELLER	740 DATE	741 BUYER	742 DATE
743 _____	744 _____	745 _____	746 _____
747 SELLER	748 DATE	749 BUYER	750 DATE

725 **TERMS AND CONDITIONS**

726
727 **21. EARNEST MONEY AND ADDITIONAL DEPOSITS.**

- 728
- 729 **a. Delivery.** SELLER may cancel the Contract by written notice if Earnest Money and Additional Deposits are
- 730 not received by Listing Broker or Escrow Agent as specified in this Contract.
- 731
- 732 **b. Deposit.** Earnest Money and Additional Deposits will be deposited into an insured account by the specified
- 733 Listing Broker/Escrow Agent within five (5) business days (Kansas Property) or ten (10) banking days
- 734 (Missouri Property) of the Effective Date, unless otherwise agreed upon in writing. All parties agree that Listing
- 735 Broker/Escrow Agent will retain any interest earned on escrowed funds.
- 736
- 737 **c. Cancellation of Contract.** If this Contract is terminated by the express provisions of this Contract or by
- 738 either party pursuant to a right expressly given in this Contract, the Earnest Money and Additional Deposits
- 739 will be returned to BUYER, and neither party will have any further rights or obligations under this Contract,
- 740 except as otherwise stated in this Contract.

741
742 Notwithstanding any other terms of this Contract providing for the forfeiture or refund of Earnest Money and
743 Additional Deposits, the parties understand neither the Listing Broker nor the Escrow Agent can distribute the
744 Earnest Money and Additional Deposits without the written consent of all parties to this Contract unless
745 permitted to do so by applicable state laws.

746
747 If BUYER and SELLER are unable to agree in writing upon the disposition of the Earnest Money and
748 Additional Deposits or any other funds, Listing Broker or Escrow Agent may commence an inter-pleader or
749 similar proceeding and BUYER and SELLER authorize Listing Broker or Escrow Agent to pay all funds to the
750 Clerk of the Court for disposition as the Court may direct.

751
752 BUYER and SELLER agree Listing Broker or Escrow Agent will be entitled to reimbursement of its costs
753 incurred in connection with the inter-pleader or similar proceeding including without limitation, reasonable
754 attorney fees and expenses.

755
756 BUYER and SELLER agree, in the absence of a dispute or written consent to distribution, the failure by either
757 to respond in writing to a certified letter from Listing Broker or Escrow Agent within seven (7) calendar days (if
758 Kansas Property)/fifteen (15) calendar days (if Missouri Property) of receipt thereof or failure to make written
759 demand for return or forfeiture of the Earnest Money and Additional Deposits within thirty (30) calendar days
760 (if Kansas Property)/sixty (60) calendar days (if Missouri Property) of notice of cancellation of this Contract will
761 constitute consent to distribution of the Earnest Money and Additional Deposits as suggested in such certified
762 letter.

763
764 All parties acknowledge any Earnest Deposit funds that remain in the Listing Broker or Escrow Agent's
765 account for over one (1) year (if Missouri Property)/five (5) years (if Kansas Property) may be sent to the
766 respective states as requested or required by law.

767
768 **22. TAXES, PRORATIONS AND SPECIAL ASSESSMENTS.** All general/state/county/school and municipal real
769 estate taxes, homeowner's association dues and fees, special assessments, interest on existing Loans to be
770 assumed by BUYER, and any other contractual obligations of SELLER to be assumed by BUYER for years prior
771 to the current calendar year will be paid by SELLER.

- 772
- 773 **a.** Any of the preceding items which become due and accrue during the calendar year in which SELLER'S
- 774 warranty deed is delivered (including but not limited to rents and deposits, if applicable) will be prorated
- 775 between the parties as of the Closing Date and, for all years thereafter, to the extent permitted by applicable
- 776 law, will be assumed and paid by the BUYER. BUYER acknowledges that the Property may be subject to a
- 777 special assessment, fee, or located in an improvement district. BUYER acknowledges this disclosure is
- 778 required by Kansas law, and may be found in the Seller's Disclosure and Condition of Property Addendum or
- 779 a separate document, if applicable.

--

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

--

SELLER | SELLER BUYER | BUYER

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

787
788 In Missouri, reassessment takes place in odd-numbered years. Missouri transactions closing in odd-
789 numbered years are subject to the process in the preceding paragraph. Missouri transactions closing in
790 even-numbered years will be prorated based upon the preceding year's tax amount.

791
792 **23. EVIDENCE OF TITLE.** SELLER agrees to provide and pay for an owner's title insurance policy in the amount
793 of the Purchase Price insuring marketable fee simple title in BUYER, subject to the Permitted Exceptions and
794 with the exception of any liens, encumbrances or other matters affecting title to the Property created by BUYER
795 or arising by virtue of BUYER's activities or ownership.

796
797 Within a reasonable time after the Effective Date, but prior to the Closing Date (the "Commitment Delivery
798 Date"), SELLER agrees, at SELLER's expense, to deliver to BUYER a title insurance commitment from a
799 company authorized to insure titles in the state where the Property is located, setting forth its requirements to
800 issue an owner's title policy and mortgage policy, if applicable.

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

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

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

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

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

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

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

_____|_____| Initials **SELLER and BUYER acknowledge they have read this page** Initials _____|_____|
SELLER | SELLER BUYER | 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	SELLER	DATE	BUYER	DATE
843	SELLER	DATE	BUYER	DATE
844	BROKERAGE		BROKERAGE	
845	ADDRESS		ADDRESS	
846	Name of Licensee assisting Seller (Please Print)		Name of Licensee assisting Buyer (Please Print)	
847	Listing Licensee's Contact # / Brokerage Contact #		Selling Licensee's Contact # / Brokerage Contact #	
848	Listing Licensee's Email Address		Selling Licensee's Email Address	

849
850
851
852
853
854
855
856
857
858
859
860
861
862
863
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 Listing Licensee acknowledges receipt of this offer and has made a presentation to SELLER on _____
882 for SELLER'S consideration. DATE TIME

883
884 By: _____
885 Licensee assisting Seller
886

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.