



RESIDENTIAL REAL ESTATE SALE CONTRACT

1 **THIS CONTRACT is made between:** (PRINT NAMES AND INDICATE MARITAL STATUS; IF NOT
2 COMPLETED, SELLER'S NAMES TO BE INSERTED BY LICENSEE ASSISTING SELLER PRIOR TO
3 PRESENTATION TO SELLER)
4

5 **SELLER:** _____
6

7 **BUYER:** _____
8

9 The **Effective Date** shall be the date of final acceptance by the last party to sign this agreement and/or
10 addendum(s) attached hereto.

11
12 **1. PROPERTY.** BUYER agrees to purchase and SELLER agrees to sell the real property and the
13 improvements thereon (**the "Property"**) commonly known as:
14

15
16 **Street Address** **City** **Zip** **County**

17
18 **STATE:** (*check one*) Missouri Kansas
19

20 **LEGAL DESCRIPTION:** (As described in the attached Legal Description Addendum or as described
21 below) _____
22

23
24 Improvements on the property include a manufactured/mobile home. (A manufactured/mobile home
25 may be considered personal property unless certain requirements have been met.)
26

27 **This Contract, not the Seller's Disclosure Statement, the MLS, or other promotional material,**
28 **provides for what is to be included in this sale. To avoid any misunderstanding, the parties are**
29 **urged to list as "Additional Inclusions" or "Exclusions" any items which may be subject to**
30 **question. The purchase price includes all of the existing improvements on the property (if any) and**
31 **appurtenances, fixtures and equipment (which seller agrees to own free and clear) whether buried,**
32 **nailed, bolted, screwed, glued or otherwise permanently affixed to the premises, including the**
33 **following, if any:**

- | | | |
|---|---|--|
| 34 Attic and ceiling fans | Garage door openers (<i>and remote</i> | Other Mirrors (<i>if attached</i>) |
| 35 Bathroom mirrors (<i>attached &</i> | <i>transmitting units</i>) | Outside cooking units (<i>if attached</i>) |
| 36 <i>unattached</i>) | Gas heaters | Owned propane tanks |
| 37 Central air conditioning | Gas logs and fireplace grates | Shelving (<i>if attached</i>) |
| 38 Central vacuum & attachments | Heating and plumbing equipment | Soft water conditioner (<i>if owned</i>) |
| 39 Fences (<i>incl. invisible & controls</i>) | (<i>and fixtures</i>) | Storm windows, doors & screens |
| 40 Fire, smoke and burglary detection | Humidifiers (<i>if attached</i>) | TV antennas (<i>if attached; excluding</i> |
| 41 units (<i>if owned</i>) | Keys to all doors | <i>satellite dishes</i>) |
| 42 Fireplace screens and/or glass doors | Kitchen appliances (<i>built-in</i>) | Sprinkler systems & controls |
| 43 (<i>if attached</i>) | Lighting and light fixtures | Window coverings and components |
| 44 Floor coverings (<i>if attached</i>) | | |

45
46
47 **a. Additional Inclusions.** The following items are also included in the sale and are considered to be a part
48 of the **Property:** _____
49

50 **b. Exclusions.** The following items are not included in the sale and are not considered to be a part of the
51 **Property:** _____
52

53 **2. DISCLOSURES. THIS CONTRACT SHALL NOT BE EFFECTIVE UNTIL SELLER COMPLETES AND**
54 **BUYER & SELLER HAVE SIGNED A SELLER'S DISCLOSURE AND CONDITION OF PROPERTY**
55 **ADDENDUM AND, IF APPLICABLE, LEAD BASED PAINT ADDENDUM FOR THE PROPERTY.**
56 SELLER confirms that information contained in the Seller's Disclosure and Condition of Property
57 Addendum is current as of the "Effective Date" of the Contract. SELLER shall advise BUYER of any

58 substantial change in the condition of the Property prior to Closing.
59 **LEAD BASED PAINT DISCLOSURE: IF THE PROPERTY WAS BUILT PRIOR TO 1978, BUYER**
60 **ACKNOWLEDGES RECEIVING, READING AND SIGNING THE FEDERALLY REQUIRED**
61 **DISCLOSURE REGARDING LEAD BASED PAINT.**
62

63 **In Missouri and in Kansas, law requires persons who are convicted of certain crimes, including**
64 **certain sexually violent crimes, to register with the sheriff of the county in which they reside. If you,**
65 **as the BUYER, desire information regarding those registrants, you may find information on the**
66 **homepage of the Kansas Bureau of Investigation (KBI) at <http://www.Kansas.gov/kbi> or by**
67 **contacting the local sheriff's office in Kansas. In Missouri, BUYER should contact the sheriff of the**
68 **county in which the Property is located.**
69

70 **3. ADDENDA/CONTINGENCIES.** The following Addenda (riders, supplements, etc.) are attached hereto
71 and are a part of this Contract (**Check Applicable**):
72

- | | |
|--|---|
| 73 <input checked="" type="checkbox"/> Agency Disclosure | 73 <input type="checkbox"/> Listing Company Disclosure |
| 74 <input type="checkbox"/> Contingency for Sale and/or Closing Addendum | 74 <input type="checkbox"/> Selling Company Disclosure |
| 75 <input type="checkbox"/> Financing Addendum | 75 <input type="checkbox"/> Other: _____ |
| 76 <input type="checkbox"/> Lead Based Paint Addendum | 76 <input type="checkbox"/> Other: _____ |
| 77 <input type="checkbox"/> Seller's Disclosure Statement of Condition Addendum | 77 <input type="checkbox"/> Other: _____ |

78
79 **4. PURCHASE PRICE.** The Purchase Price for the Property is \$ _____
80 which BUYER agrees to pay as follows:
81

82 **a. Earnest Money in the form of: (check one)**
83 Personal check **OR** Other _____
84 in the amount of \$ _____ (a)
85 Deposited with: (**check one**)
86 _____ Listing Broker
87 _____ Escrow Agent
88 **SELLER (BUYER acknowledges that funds payable to and held by**
89 **the SELLER WILL NOT be held subject to the terms in Paragraph 9.)**
90

91 **b. Additional Deposit on or before _____ \$ _____ (b)**
92 Deposited with: (**check one**)
93 _____ Listing Broker
94 _____ Escrow Agent
95 **SELLER (BUYER acknowledges that funds payable to and held by**
96 **SELLER WILL NOT be held subject to the terms of Paragraph 9.)**
97

98 **c. Total Amount financed by BUYER (SEE ATTACHED FINANCING**
99 **ADDENDUM) (not including financed mortgage insurance premiums,**
100 **DVA Funding Fee or other Closing costs, if any) \$ _____ (c)**
101

102 **d. Balance of Purchase Price to be paid in CERTIFIED FUNDS (Purchase**
103 **Price less a, b & c of this paragraph) on or before the Closing Date \$ _____ (d)**
104

105 **e. SELLER paid cost for BUYER'S financing is per attached Financing Addendum, if any.**
106

107 **f. In the event of a cash sale buyer shall provide written verification from a depository of funds on**
108 **deposit within ____ days (5 days if left blank) which together with the financing mentioned above, if**
109 **any, are sufficient to complete the Closing on this Contract.**

110 **5. APPRAISED VALUE CONTINGENCY. (Check only if financing is NOT being obtained.)** BUYER
111 may, within _____ days from the date of this Contract (**within the Inspection Period, if left blank**)
112 obtain, at BUYER'S expense, an appraisal of the Property by an independent licensed appraiser.
113 Notwithstanding any other terms of this Contract, **if the final appraised value of the Property, as**
114 **determined by BUYER'S appraiser, (after reconsideration if requested by SELLER) is not equal to or**
115 **greater than the Purchase Price, BUYER may cancel this Contract** by written notice to SELLER, which
116 notice shall be accompanied by a copy of the appraisal. If within five (5) days after receipt of BUYER'S
117 notice of intent to cancel, **SELLER does not agree in writing to reduce the purchase price** to an amount
118 equal to the final appraised value of the Property, as determined by BUYER'S appraiser; or BUYER and
119 SELLER fail to agree in writing on an acceptable sale price, **this Contract shall be canceled and**
120 **BUYER'S earnest money and any additional deposits shall be returned subject to the provisions of**
121 **Paragraph 9 of the Contract.**

122
123 **6. CLOSING AND POSSESSION.** On or before _____ ("Closing Date") SELLER shall
124 execute and deliver into escrow with the title company(s) or other closing agent(s), a general warranty deed
125 (or special warranty deed or fiduciary deed, if SELLER is a corporation, association, financial institution or
126 fiduciary) and all other documents and funds reasonably necessary to satisfy SELLER'S obligations under
127 this Contract. On or before the Closing Date, BUYER shall execute and deliver into escrow with the title
128 company(s) or other closing agent(s), all documents (including note(s), mortgage(s)/deed(s) of trust, and
129 any other documents required by BUYER'S lender, if BUYER is obtaining financing) and funds (including
130 loan proceeds, if BUYER is obtaining financing) reasonably necessary to satisfy BUYER'S obligations
131 under this Contract. **SELLER AND BUYER ACKNOWLEDGE THAT ALL FUNDS REQUIRED FOR**
132 **CLOSING MUST BE IN THE FORM OF CASHIER'S CHECK, WIRE TRANSFER OR OTHER**
133 **CERTIFIED FUNDS.** When all documents and funds have been executed and delivered into escrow with
134 the title company(s) or other closing agent(s), the closing shall be completed. SELLER shall deliver
135 possession of the Property to BUYER on _____ at _____, _____. M., (if left
136 blank, the Closing Date at 5:00 P.M.) ("**Possession Date**"). **BUYER shall not occupy the Property or**
137 **place personal property in or on it prior to completion of the Closing and disbursement or**
138 **availability of SELLER'S proceeds, if any, unless otherwise agreed upon in writing by the BUYER**
139 **and the SELLER.**

140
141 **7. LIMITED HOME WARRANTY PLAN. (Check if applicable):**
142 SELLER or BUYER, at a cost not to exceed \$ _____, agrees to purchase a home warranty
143 plan from _____ (vendor) to be paid at Closing. A home
144 warranty plan is a limited service Contract covering repair or replacement of the working components of the
145 Property for one year from the Closing Date subject to the terms and conditions of the individual plan with a
146 per claim deductible of \$ _____. The (**Check one**) Licensee assisting SELLER, or Licensee
147 assisting BUYER shall be responsible for making arrangements for the home warranty plan, submitting
148 required documentation for such to the Closing Agent prior to Closing. Broker may receive a fee from the
149 warranty company. **Home warranty plans may not cover pre-existing conditions and are not a**
150 **substitute for inspections.**

151
152 **8. UTILITIES/MAINTENANCE/CASUALTY LOSS.** SELLER agrees to leave all utilities on until the date of
153 possession unless otherwise agreed. SELLER shall maintain the Property in its present condition through
154 the Possession Date. Unless otherwise agreed in writing, SELLER shall remove all possessions, trash and
155 debris from, and clean the Property, upon vacating or prior to delivery of Possession. SELLER agrees to
156 perform ordinary and necessary maintenance, upkeep and repair to the Property and to keep the
157 improvements on the Property fully insured until delivery of SELLER'S deed to BUYER. If before delivery
158 of the deed to BUYER, improvements on the Property are damaged or destroyed by fire or other causes
159 including those that could be covered by what is known as fire and extended coverage insurance, then the
160 SELLER shall notify the BUYER in writing within 24 hours of such damage. The parties agree that the risk
161 of that damage or destruction shall be borne as follows: 1) If the damage is minor, SELLER may repair or

162 replace the damage done to the Property if the work can be completed before the Closing Date. If the
163 SELLER elects to repair or replace the damage done to the Property, but repair/replacement can not be
164 completed prior to the Closing, with written agreement between the parties one of the following options will
165 be chosen: i) SELLER will pay for repair/replacement after Closing, ii) the parties will extend the Closing
166 Date to such time as repairs/replacement can be completed, or iii) with consent of BUYER'S lender, 1.5
167 times the estimated cost of repair/replacement will be escrowed until repair/replacement is complete with
168 any funds remaining after payment for repairs/replacement being remitted to the party that funded the
169 escrow; 2) If SELLER elects not to repair or replace the damage done to the Property, or if the damage is
170 not minor, the BUYER may enforce or cancel this Contract by written notice to SELLER within 10 days after
171 receiving notice of such damage to the Property; 3) If BUYER elects to enforce this Contract, the Purchase
172 Price shall not be reduced and the Property shall be conveyed in its existing condition at the time, provided
173 SELLER shall be responsible for paying the insurance deductible and assign SELLER'S fire and extended
174 coverage proceeds to BUYER at Closing. If BUYER and SELLER mutually agree upon the cost of repairs,
175 then SELLER may pay the cost of those repairs.

176 (Check if applicable) THE BUYER SHALL PAY SELLER FOR THE AMOUNT OF FUEL LEFT IN TANK
177 AT CLOSING. SELLER SHALL HAVE TANK READ PRIOR TO CLOSING AND PROVIDE
178 DOCUMENTATION.
179

180 **9. EARNEST MONIES AND ADDITIONAL DEPOSITS.** Upon acceptance of this Contract, unless
181 otherwise agreed, any Earnest Money or Additional Deposits shall be deposited within 5 business days (if
182 Kansas Property) / 10 banking days (if Missouri Property) of the Effective Date, in an insured escrow
183 account maintained by Listing Broker or Escrow Agent. BUYER and SELLER agree that the Listing Broker
184 or Escrow Agent may retain any interest earned on escrowed funds. If this Contract is terminated by the
185 express provisions of this Contract or by either party pursuant to a right expressly given in this Contract, the
186 Earnest Money and Additional Deposits shall be returned to BUYER, and neither party shall have any
187 further rights or obligations under this Contract, except as otherwise stated in this Contract. **Provided,**
188 **notwithstanding any other terms of this Contract providing for the forfeiture or refund of Earnest**
189 **Money and Additional Deposits, the parties understand that neither the Listing Broker nor the**
190 **Escrow Agent can distribute the Earnest Money and Additional Deposits without the written**
191 **consent of all parties to this Contract unless permitted to do so by applicable state laws.** If BUYER
192 and SELLER are unable to agree in writing upon the disposition of the Earnest Money and Additional
193 Deposits or any other funds, Listing Broker or Escrow Agent may commence an inter-pleader or similar
194 proceeding and BUYER and SELLER authorize Listing Broker or Escrow Agent to pay all funds to the Clerk
195 of the Court for disposition as the Court may direct. BUYER and SELLER agree that Listing Broker or
196 Escrow Agent shall be entitled to reimbursement of its costs incurred in connection with the inter-pleader or
197 similar proceeding including without limitation, reasonable attorneys' fees and expenses. BUYER and
198 SELLER agree that, in the absence of a dispute or written consent to distribution, the failure by either to
199 respond in writing to a certified letter from Listing Broker or Escrow Agent within 7 days (if Kansas
200 Property)/15 days (if Missouri Property) of receipt thereof or failure to make written demand for return or
201 forfeiture of the Earnest Money and Additional Deposits within 30 days (if Kansas Property)/60 days (if
202 Missouri Property) of notice of cancellation of this Contract shall constitute consent to distribution of the
203 Earnest Money and Additional Deposits as suggested in such certified letter. All parties acknowledge that
204 any earnest deposit funds that remain in the Broker's escrow account for over 1 year (if Missouri property)
205 or 5 years (if Kansas property) may be sent to the respective states as requested or required by law.
206

207 **10. SURVEY.** BUYER may, at BUYER'S expense, obtain a "staked" survey of the Property before the
208 Closing Date to assure that there are no defects, encroachments, overlaps, boundary line or acreage
209 disputes, or other such matters, that would be disclosed by a survey. **BUYER acknowledges that a**
210 **Mortgage Inspection Report or "Loan Survey" normally required by a lending institution is not a**
211 **"staked" survey. A title insurance company typically requires a "staked" survey in order to provide**
212 **survey coverage to the BUYER.** Prior to the Closing Date, BUYER shall notify SELLER of any
213 encroachments of any improvements upon, from, or onto the Property or any building setback line, property

214 line, or easement, which encroachment shall be deemed to be a title defect. SELLER shall remedy such
215 defects as are susceptible of being remedied prior to the Closing Date. If SELLER does not remedy the
216 defects in title, BUYER shall have the option of (a) completing this purchase and accepting the title
217 SELLER is able to convey without adjustment in the Purchase Price, or (b) canceling this Contract.
218

219 **11. EVIDENCE OF TITLE.** Within a reasonable time after the Effective Date, but prior to the Closing Date
220 (the "Commitment Delivery Date"), SELLER agrees to deliver to BUYER a title insurance commitment from
221 a company authorized to insure titles in the state where the Property is located. Unless there is a defect in
222 title to the Property that is not corrected prior to the Closing Date, BUYER may not object to untimely
223 delivery of the title commitment. The title commitment shall commit to insure a marketable fee simple title
224 to the BUYER upon the recording of the deed or other document of conveyance. However, title to the
225 Property shall be subject to the conditions in this Contract and to customary covenants, declarations,
226 restrictions, zoning laws, easements, party wall agreements, special assessments, and community
227 Contracts of record as of the effective date of the title commitment (the "Permitted Exceptions"). BUYER
228 shall have a reasonable time after receipt of the title commitment (the "Objection Period") to notify SELLER
229 in writing of any valid objections to title to the Property. SELLER shall then make a good faith effort to
230 remedy the defects in title. If SELLER does not remedy the title defects before the Closing Date, BUYER
231 may elect to waive the objections, extend the Closing Date a reasonable time for SELLER to remedy the
232 defects or cancel this Contract. Provided, if the time between the Effective Date and the Closing Date is
233 too short to permit compliance with the time frames described in this paragraph, both the Commitment
234 Delivery Date and the Objection Period shall be as soon as reasonably possible but no later than the
235 Closing Date. SELLER agrees to provide and pay for an owner's title insurance policy in the amount of the
236 Purchase Price insuring marketable fee simple title in BUYER, subject to the Permitted Exceptions and with
237 the exception of any liens, encumbrances or other matters affecting title to the Property created by BUYER
238 or arising by virtue of BUYER'S activities or ownership. The policy shall also insure BUYER as of the date
239 of recording of the deed or other document of conveyance, against any lien, or right to a lien, for services,
240 labor or material imposed by law and not shown by the public records. SELLER agrees to comply with the
241 requirements of the title company for issuance of this coverage. **UNLESS OTHERWISE PROVIDED IN**
242 **THIS CONTRACT, THE OWNER'S TITLE POLICY WILL INCLUDE MECHANIC'S LIEN COVERAGE.**
243

244 **12. TAXES, PRORATIONS & SPECIAL ASSESSMENTS.** All general/state/county/school and municipal
245 real estate taxes, homes association dues and fees, special assessments, interest on existing loans to be
246 assumed by BUYER, and any other Contractual obligations of SELLER to be assumed by BUYER for
247 years prior to the current calendar year shall be paid by SELLER. Any of the preceding items which
248 become due and accrue during the calendar year in which SELLER'S warranty deed is delivered (including
249 rents, if applicable) shall be prorated between the parties as of the Closing Date and, for all years
250 thereafter, to the extent permitted by applicable law, shall be assumed and paid by the BUYER. BUYER
251 acknowledges that the property may be subject to a special assessment, fee, or located in an improvement
252 district. BUYER acknowledges that this disclosure is required by Kansas law, and may be found in the
253 Seller's Disclosure or a separate document, if applicable.
254

255 **If the actual amount of any item, other than taxes for the current year, cannot be ascertained from**
256 **the public record, the amount of the item for the preceding year will be used for the current year's**
257 **amount. If the actual amount of taxes for the current calendar year cannot be determined, it will**
258 **be estimated by using the current year's appraised value, if available from the county taxing**
259 **authority, and last year's mill levy. If appraised value is not available, the Contract purchase price**
260 **will be used with last year's mill levy. Buyer and Seller agree to accept such prorations as final**
261 **and release each other, Broker(s), Agent(s), and Closing Agent(s) from any liability for any**
262 **increase or decrease in actual taxes due.**

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

266 See "Utilities" paragraph for information related to fuel tank and amount of fuel left in the tank at
267 Closing.
268

269 **13. PARTIES.** This is a Contract between SELLER and BUYER. If SELLER or BUYER constitutes two or
270 more persons, the terms "SELLER" or "BUYER" shall be construed to read "SELLERS" or "BUYERS"
271 whenever the sense of the Contract requires. Unless identified as SELLER or BUYER, Listing Broker and
272 any Cooperating Broker and their Agents (collectively referred to as "Broker") and any escrow or Closing
273 Agent are acting as agents only and are not parties to this Contract. SELLER and BUYER acknowledge
274 that Broker may have a financial interest in third parties providing specialized services required by this
275 Contract including, but not limited to, lender, title insurance company, escrow agent, Closing Agent,
276 warranty company, wood infestation/mechanical/structural or other inspectors and repair personnel.
277 **SELLER and BUYER agree that Broker shall not be responsible for the conduct of third parties**
278 **providing specialized services whether those services were arranged by SELLER, BUYER, or**
279 **Broker on behalf of either.**
280

281 **14. NOTICES.** Any notice or other communication required or permitted hereunder may be delivered in
282 person, by facsimile, United States Postal Service, courier service or email to the address set forth in this
283 Contract or such other address or number as shall be furnished in writing by any such party. Such notice or
284 communication shall be deemed to have been given as of the date and time so delivered. Delivery to or
285 receipt by a party's licensee shall constitute delivery to the party. Delivery to or receipt by the Licensee
286 assisting BUYER named below in this Contract shall constitute receipt by BUYER and delivery to or receipt
287 by the Licensee assisting SELLER named below in this Contract shall constitute receipt by SELLER.
288

289 **15. ENTIRE AGREEMENT AND MANNER OF MODIFICATIONS.** This Contract and all attachments
290 hereto, including, if applicable, Financing Addendum, Counter Offer Addendum, Legal Description, Seller's
291 Disclosure and Condition of Property Addendum, Contingency For Sale and/or Closing Of BUYER'S
292 Property Addendum, other Addenda as noted in Paragraph 3 of this Contract and Amendments constitute
293 the complete agreement of the parties concerning the Property, supersede all previous agreements, and
294 may be modified or assigned only by a written agreement signed by all parties.
295

296 **16. DEFAULTS AND REMEDIES.** SELLER or BUYER shall be in default under this Contract if either fails
297 to comply with any material covenant, agreement or obligation within any time limits required by this
298 Contract. Following a default by either SELLER or BUYER under this Contract, the other party shall have
299 the following remedies, subject to the provisions of Paragraph 9 of this Contract:

300 **a.** If SELLER defaults, BUYER may (i) specifically enforce this Contract and recover damages suffered by
301 BUYER as a result of the delay in the acquisition of the Property; or (ii) terminate this Contract by written
302 notice to SELLER and, at BUYER'S option, pursue any remedy and damages available by law or in
303 equity. If BUYER elects to terminate this Contract, the Earnest Money shall be returned to BUYER
304 subject to the provisions of Paragraph 9 of this Contract.

305 **b.** If BUYER defaults, SELLER may (i) specifically enforce this Contract and recover damages suffered by
306 SELLER as a result of the delay in the sale of the Property; or (ii) terminate this Contract by written notice
307 to BUYER and, at SELLER'S option, either retain the Earnest Money as liquidated damages as
308 SELLER'S sole remedy (the parties recognizing that it would be extremely difficult to ascertain the extent
309 of actual damages caused by BUYER'S breach, and that the Earnest Money represents as fair an
310 approximation of such actual damages as the parties can now determine) as provided in Paragraph 9 of
311 this Contract, or pursue any other remedy and damages available at law or in equity.

312 **If as a result of a default under this Contract, either SELLER or BUYER employs an attorney to**
313 **enforce its rights, the defaulting party shall, unless prohibited by law, reimburse the non-defaulting**
314 **party for all reasonable attorney's fees, court costs and other legal expenses incurred by the**
315 **non-defaulting party in connection with the default. TIME IS OF THE ESSENCE OF THIS**
316 **CONTRACT.**

317 **17. RADON, MICROBIALS AND OTHER ENVIRONMENTAL POLLUTANTS.** BUYER acknowledges
318 that: (i) radon gas has been identified as a national health problem; (ii) the greater Kansas City area has
319 been determined to have relatively high radon gas levels in some homes; (iii) mold, fungi, bacteria and
320 other microbials commonly exist in homes and will exist in the Property as a result of rain, humidity and
321 other moisture in the Property and on materials during the normal construction process and as a result of
322 the use of wood and other materials that commonly have mold, fungi, bacteria and other microbials at the
323 time of delivery to the job site; (iv) BUYER has the opportunity to become informed, about radon, microbials
324 and other environmental pollutants and the potential health risks of radon, microbials and other
325 environmental pollutants; (v) SELLER and Licensee assisting the SELLER do not claim or possess any
326 special expertise in the measurement or reduction of radon, microbials or other environmental pollutants,
327 nor have they provided any advice to BUYER as to acceptable levels or possible health hazards of radon,
328 microbials or other environmental pollutants; (vi) SELLER has not made any investigation to determine
329 whether there is radon, microbials or other environmental pollutants in the Property or affecting the
330 Property, except as described in Seller's disclosure, and has not made any analysis or verification of the
331 extent of any environmental or health hazard, if any, that may affect the Property or residents, (vii) there
332 can be no assurance that any systems, devices or methods incorporated into the Property for the purpose
333 of reducing radon, microbials or other environmental pollutant levels will be effective and SELLER has no
334 responsibility for the operation, maintenance or effectiveness of such systems, devices and methods, and
335 (viii) SELLER makes no representation or warranties, express or implied, with respect to the level of radon,
336 microbials or other environmental pollutants or hazardous environmental conditions or with respect to
337 indoor air quality that may exist in the Property at any time or with respect to the effect thereof on the
338 premises or the residents. Any testing desired or required with respect to radon, microbials and other
339 environmental pollutants shall be at BUYER'S expense.
340

341 **18. INSPECTIONS.** BUYER may, within _____ calendar days (*10 Days if left blank*) (***the "Inspection***
342 ***Period"***) after the Effective Date of this Contract, at BUYER'S expense, have property inspections **which**
343 **may include but are not limited to:** appliances, plumbing (including septic system), electrical, heating
344 system, central air conditioning, fireplace, chimney, foundation, roof, siding, windows, doors, ceilings,
345 floors, insulation, drainage, interior and exterior components, any wall, decks, driveways, patios, sidewalks,
346 fences, slabs, pest infestation, health and/or environmental concerns (including lead based paint, mold and
347 radon) as provided below. **It is recommended that homeowners insurance availability be ascertained**
348 **during the Inspection Period. BUYER acknowledges that such inspections may not identify**
349 **deficiencies in inaccessible areas of the Property and may be limited by weather conditions at the**
350 **time of the inspection. It is recommended that BUYER check with lender and/or local government**
351 **authority regarding septic inspection.**
352

353 **a. ACCESS TO PROPERTY, RE-INSPECTIONS, DAMAGES AND REPAIRS.** SELLER shall
354 provide BUYER reasonable access to the Property to conduct the inspections, re-inspections,
355 inspection of any corrective measures completed by SELLER and/or final walk through prior to
356 Closing. **BUYER shall be responsible and pay for any damage to the Property resulting from**
357 **the inspection(s).** SELLER agrees that any corrective measures which SELLER performs
358 pursuant to the following provisions shall be completed in a workmanlike manner with good quality
359 materials.
360

361 **b. WOOD-DESTROYING INSECTS. SELLER AGREES TO PAY TO HAVE THE PROPERTY**
362 **TREATED** for control of infestation by wood-destroying insects if a written inspection report of a
363 certified pest control firm reveals evidence of active infestation, or evidence of past untreated
364 infestation in the main dwelling unit, or included additional structures identified below or on the
365 property within 30 feet of such unit or structure(s) (or as otherwise required by government
366 regulations, if BUYER is obtaining an FHA/VA or other government program loan). **The inspection**
367 **report must be delivered WITHIN THE INSPECTION PERIOD, or any treatment shall be at the**
368 **BUYER'S expense.** If treatment is required, SELLER shall provide Buyer with a certificate
369 evidencing treatment by a certified pest control firm of SELLER'S choice, which certificate BUYER

370 agrees to accept. Treatment shall be completed no earlier than ninety (90) calendar days prior to
371 the Closing Date. BUYER shall pay for any inspections requested by BUYER and/or required by
372 BUYER'S lender. **Any damage or repair issues related to wood destroying insect infestations**
373 **must be identified as Unacceptable Conditions and addressed as set forth below. Additional**
374 **structures to be included in the inspection are:**
375 _____
376 _____
377 _____

378
379 **c. WHAT IF BUYER DOES NOT CONDUCT INSPECTIONS?** If BUYER does not conduct
380 inspections BUYER shall have waived any right to cancel or renegotiate this Contract pursuant to
381 the inspection provisions.
382

383 **d. WHAT IF BUYER DOES NOT GIVE TIMELY NOTICE OF UNACCEPTABLE CONDITIONS?** If
384 BUYER conducts inspections but fails to notify SELLER of Unacceptable Conditions prior to the
385 expiration of the Inspection Period, BUYER shall have waived any right to cancel or renegotiate this
386 Contract pursuant to these inspection provisions.
387

388 **e. WHAT IS NOT AN UNACCEPTABLE CONDITION?** The following items shall not be considered
389 Unacceptable Conditions and cannot be used by BUYER as a reason to cancel or renegotiate this
390 Contract. Any items marked Excluded on Seller's Disclosure in addition to the following items shall
391 not be considered. _____
392 _____

393
394 **f. WHAT IS AN UNACCEPTABLE CONDITION?** An Unacceptable Condition is any condition
395 identified in a written inspection report prepared by an independent qualified inspector of BUYER'S
396 choice, which condition is unacceptable to BUYER and not otherwise excluded in this Contract.
397

398 **g. WHAT IF BUYER'S INSPECTIONS REVEAL UNACCEPTABLE CONDITIONS?** If BUYER'S
399 inspections reveal Unacceptable Conditions BUYER may do any one of the following;

400 **(1) ACCEPT THE PROPERTY "AS IS".** BUYER may notify SELLER that the inspections are
401 satisfactory or do nothing. In either case, BUYER will have waived any right to cancel or
402 renegotiate due to any Unacceptable Conditions; or

403 **(2) CANCEL THIS CONTRACT** by notifying SELLER in writing within the inspection period; or

404 **(3) OFFER TO RENEGOTIATE** with SELLER by notifying SELLER in writing within the
405 inspection period, identifying the Unacceptable Conditions.

406 **BUYER'S notice of cancellation or offer to renegotiate terminates the inspection period and**
407 **must be accompanied by the applicable written inspection report(s) in their entirety from the**
408 **independent qualified inspector(s) who conducted the inspection(s).**
409

410 **h. RESOLUTION OF UNACCEPTABLE CONDITIONS.** BUYER and SELLER shall have _____ days
411 (5 if left blank) after SELLER'S receipt of BUYER'S Inspection Notice/Offer to Renegotiate (the
412 "Renegotiation Period"), to reach an agreement resolving the Unacceptable Conditions. Any of the
413 following executed and delivered to the other party or other party's agent prior to the expiration of
414 the Re-negotiation Period shall constitute such an agreement:

415 **(1)** An amendment signed by BUYER and SELLER resolving the Unacceptable Conditions; or

416 **(2)** A written statement signed by BUYER accepting the Property "as is" without correction of
417 any Unacceptable Conditions; or

418 **(3)** A written statement signed by SELLER agreeing to do everything requested by BUYER in
419 BUYER'S Offer to Renegotiate.

420 If no agreement resolving the Unacceptable Conditions is reached as provided above, prior to the
421 expiration of the Renegotiation Period, then after expiration of the Renegotiation Period, either party
422 may cancel this Contract by written notice to the other.

423 **19. ADDITIONAL TERMS AND CONDITIONS.** _____
424 _____
425 _____
426 _____
427 _____
428 _____
429 _____
430 _____

431
432 **20. EXPIRATION.** This offer shall expire on _____, at _____ o'clock _____.m.
433 (5:00 p.m. if left blank) unless accepted by SELLER or withdrawn by BUYER before that time.
434

435 **CAREFULLY READ THE TERMS HEREOF BEFORE SIGNING. WHEN SIGNED BY ALL PARTIES,**
436 **THIS DOCUMENT BECOMES PART OF A LEGALLY BINDING CONTRACT.**
437 **IF NOT UNDERSTOOD, CONSULT AN ATTORNEY BEFORE SIGNING.**
438

439 **All parties agree that this transaction can be conducted by electronic means according to the**
440 **Uniform Electronic Transaction Act as adopted in Kansas and Missouri.**
441

442 **SELLER hereby authorizes Closing Agent to obtain payoff information from Seller's Lender.**
443

444 _____
445 **SELLER** _____ **DATE** **BUYER** _____ **DATE**

446
447 _____
448 **SELLER** _____ **DATE** **BUYER** _____ **DATE**
449

450 _____
451 **ADDRESS** _____ **ADDRESS**

452
453 _____
454 **Name of Listing Broker** _____ **(Please Print)** **Name of Selling Broker** _____ **(Please Print)**
455

456 _____
457 **Name of Licensee Assisting Seller** _____ **(Please Print)** **Name of Licensee Assisting Buyer** _____ **(Please Print)**
458

459 _____ / _____
460 **Listing Licensee Phone #** _____ **Fax #** _____ **Selling Licensee Phone #** _____ **Fax #**

461
462 _____
463 **Listing Licensee Email Address** _____ **Selling Licensee Email Address**

464
465 **DATE OF FINAL ACCEPTANCE, THE "EFFECTIVE DATE" IS** _____
466 **(Effective Date to be completed by Licensee assisting the last party signing this Contract.)**
467

FORM CERTIFICATION: *(To be completed by Licensee preparing this form.)*

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

(CHECK ONE)
 Licensee Assisting Seller

 Licensee Assisting Buyer
(TO BE COMPLETED BY LICENSEE UPON SELLER'S REJECTION OF OFFER):

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

By: _____
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. Copyright January 2008. Last revised 10/07. All previous versions of this document may no longer be valid.