



# LAND REAL ESTATE SALE CONTRACT

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

4 **SELLER:** \_\_\_\_\_  
5 \_\_\_\_\_

6 **BUYER:** \_\_\_\_\_  
7 \_\_\_\_\_

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

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

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

18  
19 Street Address City Zip County

20  
21 **STATE: (Check one)**  Missouri  Kansas

22  
23 **LEGAL DESCRIPTION:** (As described below) \_\_\_\_\_  
24 \_\_\_\_\_  
25 \_\_\_\_\_  
26 \_\_\_\_\_  
27 \_\_\_\_\_  
28 \_\_\_\_\_

29  
30 **The Property will include the following, if any, unless otherwise excluded:**

31  
32 a. **Additional Inclusions.** The following items, if any, supersede the Seller's Disclosure and the pre-printed list  
33 before; are considered to be part of the Property, and **are** included in the sale.  
34 \_\_\_\_\_  
35 \_\_\_\_\_  
36 \_\_\_\_\_

37  
38 b. **Exclusions.** The following items, if any, supersede the Seller's Disclosure and the pre-printed list before; **are**  
39 **not** considered to be part of the Property, and **are not** included in the sale.  
40 \_\_\_\_\_  
41 \_\_\_\_\_  
42 \_\_\_\_\_

43  
44 c. **Additional Terms and Conditions, if any.** \_\_\_\_\_  
45 \_\_\_\_\_  
46 \_\_\_\_\_  
47 \_\_\_\_\_  
48 \_\_\_\_\_  
49 \_\_\_\_\_

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

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

- 54  
55  BUYER acknowledges and agrees to execute necessary documentation to continue government  
56 farm program subsequent to the Closing Date.  
57  BUYER does not intend to participate in any existing government farm program.

58  
59 **3. ADDENDA.** The following Addenda (riders, supplements, etc.) are attached hereto and are a part of this Contract:  
60 *(Check applicable boxes)*

- 61  
62  **Seller's Disclosure and Condition of Property**  **Other:** \_\_\_\_\_  
63 **Addendum (Land)**  **Other:** \_\_\_\_\_  
64  **Other:** \_\_\_\_\_  **Other:** \_\_\_\_\_  
65  **Other:** \_\_\_\_\_  **Other:** \_\_\_\_\_  
66

67 **4. DESCRIPTIONS AND CONDITIONS.**

- 68  
69 **a. Effective Date.** The **Effective Date** will be the date of final acceptance by the last party to sign this  
70 **Contract** or a **Counter Offer Addendum**.  
71  
72 **b. Seller's Disclosure Status.** SELLER confirms information contained in the Seller's Disclosure and Condition  
73 of Property Addendum is current as of the Effective Date of the Contract. SELLER understands that the law  
74 requires disclosure of any material defects, known to SELLER, in the Property to prospective Buyer(s) and  
75 that failure to do so may result in civil liability for damages.  
76  
77 **c. Entire Agreement and Manner of Modifications.** This Contract and all attachments constitute the complete  
78 agreement of the parties concerning the Property; supersede all previous agreements, and may be modified  
79 or assigned only by a written agreement signed by all parties.  
80  
81 **d. Parties.** This is a Contract between SELLER and BUYER. If SELLER or BUYER constitutes two or more  
82 persons, the terms "SELLER" or "BUYER" will be construed to read "SELLERS" or "BUYERS" whenever the  
83 sense of the Contract requires.

84  
85 Unless identified as SELLER or BUYER, Listing Broker and any Cooperating Broker and their Agents  
86 (collectively referred to as "Broker") and any Escrow or Closing Agent are acting as Agents only and are not  
87 parties to this Contract.

88  
89 SELLER and BUYER acknowledge Broker may have a financial interest in third parties providing specialized  
90 services required by this Contract including, but not limited to: Lender, title insurance company, Escrow Agent,  
91 Closing Agent, warranty company, wood infestation/mechanical/structural or other inspectors and repair  
92 personnel. SELLER and BUYER agree Broker will not be responsible for the conduct of third parties providing  
93 specialized services whether those services were arranged by SELLER, BUYER, or Broker on behalf of  
94 either.

- 95  
96  SELLER and/or BUYER is a licensed real estate broker or salesperson. *(Check applicable boxes)*  
97  SELLER licensed in:  MO  KS  Other \_\_\_\_\_  
98  BUYER licensed in:  MO  KS  Other \_\_\_\_\_  
99

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

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

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

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

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

116 **g. Electronic Transaction.** All parties agree this transaction may be conducted by electronic means, including  
117 email, according to the Uniform Electronic Transaction Act as adopted in Kansas and Missouri.  
118

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

123  
124 **5. CONTRACT CONTINGENCIES.** This Contract is contingent upon:

- 125  
126  BUYER obtaining a soil analysis for the purpose of placing a private waste water disposal system on the  
127 Property that is acceptable to the BUYER.  
128  BUYER obtaining verification that a water meter is available. SELLER makes no representation regarding cost  
129 of installation.  
130  BUYER obtaining verification building permits can be obtained.  
131  BUYER reviewing and accepting the terms of any deed restrictions.  
132  BUYER reviewing and accepting the terms of any Homeowner's Association.  
133  Other: \_\_\_\_\_  
134

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

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

141  
142 **6. PURCHASE PRICE.** The **Purchase Price** for the Property is .....\$ \_\_\_\_\_  
143 which BUYER agrees to pay as follows:  
144

145 **a. Earnest Money will be delivered to Licensee Assisting Seller or Escrow Agent**  
146 **within \_\_\_\_\_ calendar days (three (3) if left blank) of the Effective Date**  
147 **(the "Delivery Period")** and must comply with state laws as defined in the  
148 Earnest Money and Additional Deposits paragraph of this Contract.  
149

150 **If Earnest Money is not delivered during the Delivery Period, SELLER**  
151 **may cancel this Contract by written notice any time prior to delivery**  
152 **of the Earnest Money.**  
153

154 **b. Earnest Money** in the amount of ..... \$ \_\_\_\_\_ (b)  
155 in the form of: (Check one)  
156  Personal Check  Electronic Funds Transfer  Other \_\_\_\_\_  
157

158 Deposited with: \_\_\_\_\_  
159

160 BUYER acknowledges that funds payable to and held by SELLER **WILL NOT** be held  
161 subject to the terms of the Earnest Money and Additional Deposits paragraph and may  
162 not be refundable.  
163

164 **c. Additional Earnest Money** in the amount of (ZERO (\$0) if left blank)..... \$ \_\_\_\_\_ (c)  
165 in the form of: (Check one)  
166  Personal Check  Electronic Funds Transfer  Other \_\_\_\_\_  
167

168 Deposited with: \_\_\_\_\_

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

169 BUYER acknowledges that funds payable to and held by SELLER **WILL NOT** be held  
170 subject to the terms of the Earnest Money and Additional Deposits paragraph and may  
171 not be refundable.  
172

173 **d. Total Amount Financed by BUYER** (Zero (\$0) if Cash Sale) .....\$ \_\_\_\_\_ (d)  
174 (not including financed mortgage insurance premiums  
175 or other Closing costs, if any)

176  
177 **e. Balance of Purchase Price to be paid in CERTIFIED FUNDS**..... \$ \_\_\_\_\_ (e)  
178 Purchase Price (less b, c & d of this paragraph) on or before the  
179 Closing Date.

180  
181 **f. Total Seller Expenses (Zero (\$0) if left blank):**

182 **SELLER paid costs.** In addition to any other costs SELLER  
183 agreed to pay herein, SELLER agrees to pay other allowable Closing  
184 costs permitted by Lender(s) and/or prepaid items for BUYER, not  
185 to exceed:.....\$ \_\_\_\_\_  
186

187  
188 **g. Other Financing Costs.**

189  
190 1. **Loan Costs.** BUYER agrees to pay all customary costs necessary to obtain the Loan(s) (including but  
191 not limited to, origination fees, discounts or buy-downs) unless otherwise agreed.

192  
193 2. **Flood Insurance.** BUYER agrees to pay for flood insurance if required by Lender(s).  
194

195 **7. CLOSING AND POSSESSION.** On or before \_\_\_\_\_ (“Closing Date”), SELLER will execute and  
196 deliver into escrow with the title company(s) or other Closing Agent(s), a general warranty deed (or special  
197 warranty deed or fiduciary deed, if SELLER is a corporation, association, financial institution or fiduciary) and all  
198 other documents and funds necessary to satisfy SELLER’S obligations under this Contract.  
199

200 On or before the Closing Date, BUYER will execute and deliver into escrow with the title company(s) or other  
201 Closing Agent(s), all documents (including note(s), mortgage(s)/deed(s) of trust, and any other documents  
202 required by BUYER’S Lender(s), if BUYER is obtaining financing) and funds (including Loan proceeds, if BUYER  
203 is obtaining financing) necessary to satisfy BUYER’S obligations under this Contract.  
204

205 **SELLER and BUYER acknowledge all funds required for Closing must be in the form of cashier’s check,**  
206 **wire transfer or other certified funds.**

207  
208 When all documents and funds have been executed and delivered into escrow with the title company(s) or other  
209 Closing Agent(s), the Closing will be completed. SELLER will deliver possession of the Property to BUYER on  
210 \_\_\_\_\_ at \_\_\_\_\_ o’clock \_\_\_\_\_. m., (if left blank, **Possession** will be 5:00 P.M. on the  
211 **Closing Date**).  
212

213 **BUYER must not occupy the Property or place personal property in or on it prior to completion of the**  
214 **Closing and disbursement or availability of SELLER’S proceeds, if any, unless otherwise agreed upon in**  
215 **writing by the BUYER and the SELLER.**  
216

217 **8. APPRAISED VALUE CONTINGENCY.**

218  
219 **If Financing is being obtained, the appraisal must be completed before the Loan commitment due date.**

220  
221 **If a cash sale, BUYER** may within \_\_\_\_\_ calendar days from the Effective Date of this Contract (within the  
222 Inspection Period if left blank) obtain, at BUYER’S expense, an appraisal of the Property by an independent  
223 licensed appraiser.  
224

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

225 **If the final appraised value of the Property**, as determined by BUYER'S Lender's appraiser or if a cash sale,  
226 BUYER'S appraiser, **is not equal to or greater than the Purchase Price, BUYER may notify SELLER in**  
227 **writing, within \_\_\_\_\_ calendar days (five (5) days if left blank), attaching a copy of the appraisal report,**  
228 **and the following may occur.**

229  
230 **BUYER and SELLER will have \_\_\_\_\_ calendar days (five (5) days if left blank) after SELLER'S receipt**  
231 **of BUYER'S appraisal report ("Appraisal Negotiation Period"), to reach an agreement resolving the**  
232 **appraisal value and/or purchase price.**

233  
234 During this period, SELLER or BUYER may seek a reconsideration of value by the appraiser. If such  
235 reconsideration finds a value equal to or greater than the Purchase Price, or if BUYER and SELLER sign an  
236 Amendment resolving the difference between the appraised value and the Purchase Price, the transaction will  
237 move forward to Closing.

238  
239 **If no resolution is reached prior to the expiration of the Appraisal Negotiation Period, then after the**  
240 **expiration of the Appraisal Negotiation period, either party may cancel this contract by written notice**  
241 **to the other and BUYER'S Earnest Money will be subject to the provisions of the Earnest Money and**  
242 **Additional Deposits paragraph of the Contract.**

243  
244 **9. SALE CONTINGENCY.**

- 245  
246  This Contract is **NOT** contingent upon the sale and Closing of a BUYER'S Property.  
247  
248  This Contract **IS** contingent upon the sale and Closing of a BUYER'S Property and a **Contingency For Sale**  
249 **and/or Closing of Buyer's Property Addendum is attached.**

250  
251 **10. FINANCIAL TERMS.**

- 252  
253  **THIS IS A CASH SALE.** BUYER must provide written verification of funds within \_\_\_\_\_ calendar days  
254 (five (5) days if left blank) which are sufficient to complete the Closing on this Contract.  
255  
256  **THIS IS A FINANCED SALE.** This Contract is contingent upon BUYER obtaining the financing described in  
257 this paragraph.

258  
259 BUYER may obtain Loan(s) different from those described herein provided that the terms of the Loan(s) do not  
260 result in additional costs to SELLER, delay the Closing Date, or change the Loan approval time frame. These  
261 changes must be agreed in writing, by both parties, within five (5) calendar days of BUYER'S knowledge and no  
262 later than \_\_\_\_\_ calendar days before Closing (fifteen (15) days if left blank).

263  
264 BUYER and SELLER are hereby informed that any changes to the terms below after the Effective Date of the  
265 Contract have the potential to delay Closing and/or change costs due to federal regulations.

266  
267 **a. Loan Types/Terms.** BUYER will obtain a Loan upon the following terms:

268	<b>Type:</b>	Primary Loan	Secondary Loan
269	Conventional	<input type="checkbox"/>	<input type="checkbox"/>
270	Other _____	<input type="checkbox"/>	<input type="checkbox"/>
271			
272	<b>Interest Rate:</b>		
273	Fixed Rate	<input type="checkbox"/>	<input type="checkbox"/>
274	Adjustable Rate	<input type="checkbox"/>	<input type="checkbox"/>
275	Interest Only	<input type="checkbox"/>	<input type="checkbox"/>
276	Other _____	<input type="checkbox"/>	<input type="checkbox"/>
277			
278	<b>Amortization Period</b>	_____ years	_____ years
279	<b>Principal Amount or LTV</b>	_____	_____
280			
281			

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

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

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

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

**BUYER has the option to “lock in” the foregoing interest rate or to “float” the interest rate.**

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

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

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

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

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

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

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

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

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

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

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

(Check if applicable) SELLER will remove the following prior to the Possession Date: \_\_\_\_\_

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

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

348  
349 a. If the damage is minor, SELLER may repair or replace the damage done to the Property if the work can be  
350 completed before the Closing Date.

351  
352 If the SELLER elects to repair or replace the damage done to the Property, but repair/replacement cannot be  
353 completed prior to the Closing, with written agreement between the parties one of the following options will be  
354 chosen:

- 355  
356 1. SELLER will pay for repair/replacement after Closing; or  
357  
358 2. The parties will extend the Closing Date to such time as repairs/replacement can be completed; or  
359  
360 3. With consent of BUYER'S Lender(s), 1.5 times the estimated cost of repair/replacement will be escrowed  
361 until repair/replacement is complete with any funds remaining after payment for repairs/replacement being  
362 remitted to the party that funded the escrow.

363  
364 b. If SELLER elects not to repair or replace the damage done to the Property, or if the damage is not minor, the  
365 BUYER may enforce or cancel this Contract by written notice to SELLER within ten (10) calendar days after  
366 receiving notice of such damage to the Property.

367  
368 1. If BUYER elects to enforce this Contract, the Purchase Price will not be reduced and the Property will be  
369 conveyed in its existing condition at the time, provided SELLER must furnish BUYER with a copy of the  
370 insurance damage assessment and be responsible for paying the insurance deductible and assign  
371 SELLER'S fire and extended coverage proceeds to BUYER at Closing.

372  
373 2. If BUYER and SELLER mutually agree upon the cost of repairs, then SELLER may pay the cost of those  
374 repairs.

375  
376 **14. SURVEY.** BUYER acknowledges that a Mortgage Inspection Report or "Loan Survey" may be required by a  
377 lending institution and is not a "Staked Survey". A title insurance company typically requires a "Staked Survey" in  
378 order to provide survey coverage to the BUYER.

379  
380 A "Staked Survey" of the Property is to determine there are no defects, encroachments, overlaps, boundary line or  
381 acreage disputes, or other such matters, that would be disclosed by a survey.

382  
383 At least ten (10) calendar days prior to the Closing Date, BUYER will notify SELLER of any encroachments of any  
384 improvements upon, from, or onto the Property or any building setback line, property line, or easement, which  
385 encroachment will be deemed to be a title defect. SELLER will remedy such defects as are susceptible of being  
386 remedied prior to the Closing Date. If SELLER does not remedy the defects in title, BUYER will have the option  
387 of:

- 388  
389 a. Completing this purchase and accepting the title that SELLER is able to convey without adjustment in the  
390 Purchase Price; or  
391 b. Cancelling this Contract by written notice. BUYER'S Earnest Money will be subject to the provisions of the  
392 Earnest Money and Additional Deposits paragraph of the Contract.

393  
394 **(Check box, if applicable):**

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

404  
405  
SELLER | SELLER Initials **SELLER and BUYER acknowledge they have read this page** Initials BUYER | BUYER

406 15. **INSPECTIONS AND DUE DILIGENCE.** BUYER may, within \_\_\_\_\_ calendar days (thirty (30) days if left blank)  
407 (the "Inspection and Due Diligence Period") after the Effective Date of this Contract, at BUYER'S expense,  
408 have the Property inspected and may conduct due diligence with regulatory agencies, governmental agencies,  
409 marketing firms, engineering firms and other authorities to determine the suitability of the Property for the intended  
410 use by BUYER. **BUYER acknowledges such inspections may not identify deficiencies in inaccessible**  
411 **areas of the Property and may be limited by weather conditions at the time of the inspection**  
412

413 BUYER has the opportunity to become informed about environmental pollutants and the potential health risks of  
414 environmental pollutants. The SELLER and Licensee assisting the SELLER and/or the BUYER does not claim or  
415 possess any special expertise in the measurement or reduction of environmental pollutants, nor have they  
416 provided any advice to BUYER as to acceptable levels. Any testing desired or required will be at BUYER'S  
417 expense.  
418

419 a. **Access to Property, Re-Inspections, Damages and Repairs.** SELLER will provide BUYER reasonable  
420 access to the Property to conduct the inspections, re-inspections, inspection of any corrective measures  
421 completed by SELLER and/or final walk through prior to the Closing Date. **BUYER will be responsible and**  
422 **pay for any damage to the Property resulting from the inspection(s).** SELLER agrees any corrective  
423 measures which SELLER performs pursuant to the following provisions will be completed in a workmanlike  
424 manner with good-quality materials.  
425

426 b. **What If Buyer Does Not Conduct Inspections?** If BUYER does not conduct inspections, BUYER will have  
427 waived any right to cancel or renegotiate this Contract pursuant to the inspection provisions.  
428

429 c. **What Is An Unacceptable Condition?** An Unacceptable Condition is any condition identified in a written  
430 inspection report prepared by an independent qualified inspector of BUYER'S choice, which condition is  
431 unacceptable to BUYER and not otherwise excluded in this Contract.  
432

433 d. **What If Buyer Does Not Give Timely Notice Of Unacceptable Conditions?** If BUYER conducts  
434 inspections, but fails to notify SELLER of Unacceptable Conditions prior to the expiration of the Inspection and  
435 Due Diligence Period, BUYER will have waived any right to cancel or renegotiate this Contract pursuant to  
436 these inspection provisions.  
437

438 e. **What Is Not An Unacceptable Condition?** The following items will not be considered Unacceptable  
439 Conditions and cannot be used by BUYER as a reason to cancel or renegotiate this Contract.  
440  
441  
442  
443

444 f. **What If Buyer's Inspections Reveal Unacceptable Conditions?** If BUYER'S inspections reveal  
445 Unacceptable Conditions, BUYER may do any one of the following.  
446

- 447 1. **ACCEPT THE PROPERTY IN ITS PRESENT CONDITION.** BUYER may notify SELLER on the  
448 Inspection Notice that the inspections are satisfactory or do nothing. In either case, BUYER will have  
449 waived any right to cancel or renegotiate due to any Unacceptable Conditions; or  
450
- 451 2. **CANCEL THIS CONTRACT** by notifying SELLER on the Inspection Notice within the Inspection Period;  
452 or  
453
- 454 3. **OFFER TO RENEGOTIATE** with SELLER by notifying SELLER on the Resolution of Unacceptable  
455 Conditions within the Inspection Period.  
456

457 **BUYER'S notice of cancellation or offer to renegotiate terminates the Inspection and Due Diligence**  
458 **Period and must be accompanied by the applicable written inspection report(s) in their entirety from**  
459 **the independent qualified inspector(s) who conducted the inspection(s).**  
460

461 g. **Resolution of Unacceptable Conditions.** BUYER and SELLER will have \_\_\_\_\_ calendar days (five (5)  
462 days if left blank) after SELLER'S receipt of BUYER'S Inspection Notice/Resolution of Unacceptable  
463 Conditions (the "Renegotiation Period"), to reach an agreement resolving the Unacceptable  
464 Conditions.  
465

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



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

- 468
- 469 1. SELLER'S signature agreeing to do everything requested by BUYER on the original Resolution of  
470 Unacceptable Conditions Amendment attached to Inspection Notice; or
  - 471
  - 472 2. A revised Resolution of Unacceptable Conditions Amendment signed by BUYER and SELLER resolving  
473 the unacceptable conditions; or
  - 474
  - 475 3. BUYER'S signature on the Resolution of Unacceptable Conditions Amendment accepting the Property in  
476 its present condition.

477

478 **If no agreement resolving the Unacceptable Conditions is reached during the Renegotiation Period as**  
479 **provided above, then after the expiration of the Renegotiation Period either of the following is**  
480 **permitted under the Contract.**

- 481
- 482 A. Negotiations may still proceed. Any agreement must be in a written Amendment and signed by both  
483 parties.
  - 484
  - 485 B. Either party may cancel this Contract by written notice to the other and the Earnest Money will be  
486 returned subject to the provisions of the Earnest Money and Additional Deposits paragraph of the  
487 Contract.

488

489 **DEFAULTS AND REMEDIES**

490

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

495

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

- 497
- 498 a. Specifically enforce this Contract and recover damages suffered by BUYER as a result of the delay in the  
499 acquisition of the Property.
  - 500
  - 501 b. Terminate this Contract by written notice to SELLER and, at BUYER'S option, pursue any remedy and  
502 damages available by law or in equity. If BUYER elects to terminate this Contract, the Earnest Money will  
503 be returned to BUYER subject to the provisions of Earnest Money and Additional Deposits paragraph of  
504 this Contract.

505

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

- 507
- 508 a. Specifically enforce this Contract and recover damages suffered by SELLER as a result of the delay in the  
509 sale of the Property.
  - 510
  - 511 b. Terminate this Contract by written notice to BUYER and, at SELLER'S option, either retain the Earnest  
512 Money as liquidated damages as SELLER'S sole remedy (the parties recognizing that it would be  
513 extremely difficult to ascertain the extent of actual damages caused by BUYER'S breach, and that the  
514 Earnest Money represents as fair an approximation of such actual damages as the parties can now  
515 determine) as provided in this Contract, or pursue any other remedy and damages available at law or in  
516 equity.

517

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

521

522 **17. DISPUTE RESOLUTION.** If a dispute arises relating to this Contract prior to or after closing between BUYER  
523 and SELLER, or between BUYER and/or SELLER and a Brokerage Firm and its licensees assisting in the  
524 transaction, and the parties to such dispute or claim are unable to resolve the dispute, BUYER and SELLER agree  
525 in good faith to attempt to settle such dispute through the dispute resolution process using a professional  
526 mediator. The parties to the dispute must agree in writing before any settlement is binding. Any agreement signed

	Initials	<b><i>SELLER and BUYER acknowledge they have read this page</i></b>	Initials	
SELLER		SELLER		BUYER
				BUYER

527 by the parties pursuant to the dispute resolution conference shall be binding. For controversies and claims that do  
528 not exceed the lesser of: (a) \$5,000.00 (five thousand dollars); or (b) the applicable jurisdictional limit of small  
529 claims court, either party may bring such claims in small claims court in lieu of arbitration. The following matters  
530 are excluded from dispute resolution: foreclosure or other action to enforce a deed of trust, mortgage, or land  
531 contract; an unlawful detainer action; the filing or enforcement of a mechanic's lien; any matter, which is within the  
532 jurisdiction of a probate court, or; a violation of a state's real estate license laws.

533  
534 **ADDITIONAL DISCLOSURES INCLUDING THOSE MANDATED BY STATE OR FEDERAL LAW**

535  
536 **18. CRIMINAL OFFENDERS.** In Missouri and Kansas, law requires persons who are convicted of certain crimes,  
537 including certain sexually violent crimes, to register with the Sheriff of the county in which they reside. If you, as  
538 the BUYER, desire information regarding those registrants, you may find information on the homepage of the  
539 Kansas Bureau of Investigation (KBI) at <http://www.Kansas.gov/kbi> or by contacting the local Sheriff's office in  
540 Kansas. In Missouri, you may find information on the homepage of the Missouri State Highway Patrol at  
541 <http://www.mshp.dps.missouri.gov/> or BUYER should contact the Sheriff of the county in which the Property is  
542 located.

543  
544 **19. FRANCHISE DISCLOSURE.** Although one or more of the Brokers may be a member of a franchise, the  
545 franchisor is not responsible for the acts of said Broker(s).

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	Initials	<b><i>SELLER and BUYER acknowledge they have read this page</i></b>	Initials	
SELLER   SELLER				BUYER   BUYER

546 **20. BROKERAGE RELATIONSHIP DISCLOSURE.**

547

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

551

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

555

556 Licensee acting in the capacity of:

557

558 **a.** Agent for the SELLER has a duty to represent the SELLER'S interest and will not be the Agent of the BUYER.  
559 Information given by the BUYER to an Agent of the SELER will be disclosed to the SELLER.

560 **b.** Agent for the BUYER has a duty to represent the BUYER'S interest and will not be an Agent of the SELLER.  
561 Information given by the SELLER to an Agent of the BUYER'S will be disclosed to the BUYER.

562 **c.** Transaction Broker is not an Agent for either party and does not advocate the interests of either party.

563 **d.** Disclosed Dual Agent (Available only in Missouri) is acting as an Agent for both the SELLER and the BUYER,  
564 and a separate Disclosed Dual Agency Amendment is required.

565

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

568

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

569

570 **SOURCE OF COMPENSATION.** Brokerage fees, to include but not limited to broker commissions and other fees,  
571 will be paid out of escrow at Closing as follows, unless otherwise described in the terms of the respective agency  
572 agreements or other SELLER/BUYER agreements. **SELLER and BUYER understand and agree Brokers may be**  
573 **compensated by more than one party in the transaction.** (Check all applicable boxes)

574

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

576

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

578

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

595

596

597

598

599

600

601

602 **TERMS AND CONDITIONS**

603

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

605

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

608

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

613

614 **c. Cancellation of Contract.** If this Contract is terminated by the express provisions of this Contract or by either  
615 party pursuant to a right expressly given in this Contract, the Earnest Money and Additional Deposits will be  
616 returned to BUYER, and neither party will have any further rights or obligations under this Contract, except as  
617 otherwise stated in this Contract.

618

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

623

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

628

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

632

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

640

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

644

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

649

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

--

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

--

  
SELLER | SELLER BUYER | BUYER

656 b. If the actual amount of any item, other than taxes for the current year, cannot be ascertained from the public  
657 record, the amount of the item for the preceding year will be used for the current year's amount. If the actual  
658 amount of taxes for the current calendar year cannot be determined, it will be estimated by using the current  
659 year's appraised value, if available from the county taxing authority,  
660 and last year's mill levy. If appraised value is not available, the Contract Purchase Price will be used with last  
661 year's mill levy. BUYER and SELLER agree to accept such prorations as final and release each other,  
662 Broker(s), Agent(s), and Closing Agent(s) from any liability for any increase or decrease in actual taxes due.  
663

664 In Missouri, reassessment takes place in odd-numbered years. Missouri transactions closing in odd-  
665 numbered years are subject to the process in the preceding paragraph. Missouri transactions closing in  
666 even-numbered years will be prorated based upon the preceding year's tax amount.  
667

668 **23. EVIDENCE OF TITLE.** SELLER agrees to provide and pay for an owner's title insurance policy in the amount  
669 of the Purchase Price insuring marketable fee simple title in BUYER, subject to the Permitted Exceptions and  
670 with the exception of any liens, encumbrances or other matters affecting title to the Property created by BUYER  
671 or arising by virtue of BUYER's activities or ownership.  
672

673 Within a reasonable time after the Effective Date, but prior to the Closing Date (the "Commitment Delivery  
674 Date"), SELLER agrees, at SELLER's expense, to deliver to BUYER a title insurance commitment from a  
675 company authorized to insure titles in the state where the Property is located, setting forth its requirements to  
676 issue an owner's title policy and mortgage policy, if applicable.  
677

678 Unless there is a defect in title to the Property that is not corrected prior to the Closing Date, BUYER may not  
679 object to untimely delivery of the title commitment. The title commitment will commit to insure marketable fee  
680 simple title in the BUYER upon the recording of the deed or other document of conveyance. Title to the  
681 Property will be subject to the conditions in this Contract and to customary covenants, declarations, restrictions,  
682 zoning laws, easements, party wall agreements, special assessments, and community contracts of record as of  
683 the date of recording the deed or other document of conveyance (the "Permitted Exceptions").  
684

685 BUYER will have a reasonable time after receipt of the title commitment (the "Objection Period") to notify  
686 SELLER in writing of any valid objections to title to the Property. SELLER will then make a good faith effort to  
687 remedy the defects in title. If SELLER is not able to remedy the title defects before the Closing Date, BUYER  
688 may elect to waive the objections, extend the Closing Date a reasonable time for the SELLER to remedy the  
689 defects, or cancel this Contract by written notice.  
690

691 If the time between the Effective Date and the Closing Date is short, both the Commitment Delivery Date and  
692 the Objection Period will be as soon as reasonably possible, but no later than the Closing Date.  
693

694 **24. EXPIRATION.** This offer will expire on \_\_\_\_\_ (five (5) days if left blank), at \_\_\_\_\_  
695 o'clock \_\_\_\_m. (5:00 p.m. if left blank) unless accepted or withdrawn before expiration.

Initials	<i>SELLER and BUYER acknowledge they have read this page</i>	Initials
SELLER   SELLER		BUYER   BUYER

696 CAREFULLY READ THE TERMS HEREOF BEFORE SIGNING.  
697 WHEN SIGNED BY ALL PARTIES, THIS DOCUMENT BECOMES PART OF A LEGALLY BINDING CONTRACT.  
698 IF NOT UNDERSTOOD, CONSULT AN ATTORNEY BEFORE SIGNING.  
699

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

701  
702 BUYER and SELLER hereby specifically permit the Brokerage(s) assisting in the transaction to obtain and  
703 retain copies of both BUYER'S and SELLER'S Closing Statements.  
704

705  Signatures not required, see Counter Offer Addendum.  
706

707  
708 SELLER \_\_\_\_\_ DATE \_\_\_\_\_ BUYER \_\_\_\_\_ DATE \_\_\_\_\_  
709  
710  
711 SELLER \_\_\_\_\_ DATE \_\_\_\_\_ BUYER \_\_\_\_\_ DATE \_\_\_\_\_  
712  
713  
714 BROKERAGE \_\_\_\_\_ (Please Print) BROKERAGE \_\_\_\_\_ (Please Print)  
715  
716  
717 ADDRESS \_\_\_\_\_ ADDRESS \_\_\_\_\_  
718  
719  
720 Name of Licensee assisting Seller \_\_\_\_\_ (Please Print) Name of Licensee assisting Buyer \_\_\_\_\_ (Please Print)  
721  
722 \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
723 Listing Licensee's Contact # \_\_\_\_\_ Brokerage Contact # \_\_\_\_\_ Selling Licensee's Contact # \_\_\_\_\_ Brokerage Contact #  
724  
725  
726 Listing Licensee's Email Address \_\_\_\_\_ Selling Licensee's Email Address \_\_\_\_\_  
727  
728  
729

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

731 The undersigned Licensee assisted in completing the blanks in the foregoing form and confirms, to the best of his/her  
732 knowledge, that the printed form contains the language approved by Counsel for the Kansas City Regional  
733 Association of REALTORS®. The undersigned Licensee further confirms no additions or deletions to the approved  
734 language have been made, except such changes as may appear hereon made by hand or computer generation and  
735 signed and/or initialed by the party submitting this offer. Licensee's signature below is not an opinion as to the legal  
736 validity or meaning of any provisions contained in this form, but merely confirms, to the best of the Licensee's  
737 knowledge, no changes have been made to the approved form.  
738

739 By: \_\_\_\_\_  
740 Licensee Preparing Form  
741

742  
743 **CERTIFICATION OF REJECTION: (TO BE COMPLETED ONLY UPON SELLER'S REJECTION OF OFFER)**

744 Listing Licensee acknowledges receipt of this offer and has made a presentation to SELLER on  
745 \_\_\_\_\_ for SELLER'S consideration.  
746

747 DATE TIME

748 By: \_\_\_\_\_  
749 Licensee assisting SELLER  
750

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.