



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 home.

25
26 **The Property shall include everything attached including the following, if any, unless otherwise**
27 **excluded, or marked NS on the Seller's Disclosure:**
28

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

29 **a. Additional Inclusions.** The following items are also included in the sale and are considered to be a part
30 of the **Property:** _____
31

32 **b. Exclusions.** The following items are not included in the sale and are not considered to be a part of the
33 **Property:** _____
34

35 **2. DISCLOSURES. THIS CONTRACT SHALL NOT BE EFFECTIVE UNTIL SELLER COMPLETES AND**
36 **BUYER & SELLER HAVE SIGNED A SELLER'S DISCLOSURE AND CONDITION OF PROPERTY**
37 **ADDENDUM AND, IF APPLICABLE, LEAD BASED PAINT ADDENDUM FOR THE PROPERTY.** Seller
38 confirms that information contained in the Seller's Disclosure and Condition of Property Addendum is
39 current as of the "Effective Date" of the Contract. Seller shall advise Buyer of any substantial change in the
40 condition of the Property prior to Closing.
41

42 **LEAD BASED PAINT DISCLOSURE: IF THE PROPERTY WAS BUILT PRIOR TO 1978, BUYER**
43 **ACKNOWLEDGES RECEIVING, READING AND SIGNING THE FEDERALLY REQUIRED**
44 **DISCLOSURE REGARDING LEAD BASED PAINT.**

45 If information on released sex offenders is important to BUYER, BUYER should contact the
46 appropriate agencies for information.

47
48 3. ADDENDA/CONTINGENCIES. The following Addenda (riders, supplements, etc.) are attached hereto
49 and are a part of this Contract (**Check Applicable**):

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

50
51 4. PURCHASE PRICE. The Purchase Price for the Property is \$ _____
52 which Buyer agrees to pay as follows:

- 53
54 a. Earnest Money in the form of: (**check one**)
- 55 Personal check OR Other _____
56 in the amount of \$ _____ (a)
- 57 Deposited with: (**check one**)
- 58 _____ Listing Broker
59 _____ Escrow Agent
60 Seller (**Buyer acknowledges that funds payable to and held by**
61 **the Seller WILL NOT be held subject to the terms in Paragraph 9.)**
- 62
63 b. Additional Deposit on or before _____, 20_____ \$ _____ (b)
- 64 Deposited with: (**check one**)
- 65 _____ Listing Broker
66 _____ Escrow Agent
67 Seller (**Buyer acknowledges that funds payable to and held by**
68 **Seller WILL NOT be held subject to the terms of Paragraph 9.)**
- 69
70 c. Total Amount financed by Buyer (**SEE ATTACHED FINANCING**
71 **ADDENDUM) (not including financed mortgage insurance premiums,**
72 **DVA Funding Fee or other Closing costs, if any) \$ _____ (c)**
- 73
74 d. Balance of Purchase Price to be paid in **CERTIFIED FUNDS** (Purchase
75 Price less a, b & c of this paragraph) on or before the Closing Date \$ _____ (d)
- 76
77 e. Seller paid cost for Buyer's financing is per attached Financing Addendum, if any.

78
79 5. APPRAISED VALUE CONTINGENCY. (Check only if financing is **NOT** being obtained.) Buyer
80 may, within _____ days from the date of this Contract (**within the Inspection Period, if left blank**)
81 obtain, at Buyer's expense, an appraisal of the Property by an independent licensed appraiser.
82 Notwithstanding any other terms of this Contract, **if the final appraised value of the Property, as**
83 **determined by Buyer's appraiser, is not equal to or greater than the Purchase Price, Buyer may cancel**
84 **this Contract** by written notice to Seller, which notice shall be accompanied by a copy of the appraisal. If
85 within five (5) days after receipt of BUYER'S notice of intent to cancel, **SELLER does not agree in writing**
86 **to reduce the purchase price** to an amount equal to the final appraised value of the Property, as
87 determined by BUYER'S appraiser; or BUYER and SELLER fail to agree in writing on an acceptable sale
88 price, **this Contract shall be cancelled and BUYER'S earnest money and any additional deposits**
89 **shall be returned subject to the provisions of paragraph 9 of the Contract.**

90 **6. CLOSING AND POSSESSION.** Closing shall be completed no later than _____ 20____
91 **(Closing Date).** Seller shall deliver possession of the Property to Buyer on _____,
92 20____ at _____, ____ M., or, if left blank, the Closing Date at 5:00 P.M.**(Possession Date).** Buyer shall
93 **not occupy the Property or place personal property in or on it prior to completion of the Closing**
94 **and disbursement or availability of Seller's proceeds, if any, unless otherwise agreed upon in**
95 **writing by the Buyer and the Seller.**

96
97 **7. LIMITED HOME WARRANTY PLAN. (Check if applicable):**

98 Seller or Buyer, at a cost not to exceed \$ _____, agrees to purchase a home warranty plan
99 from _____ (vendor) to be paid at Closing. A home warranty
100 plan is a limited service Contract covering repair or replacement of the working components of the Property
101 for one year from the Closing Date subject to the terms and conditions of the individual plan with a per
102 claim deductible of \$ _____. The **(Check one)** Licensee assisting the Seller, or Licensee
103 assisting the Buyer shall be responsible for making arrangements for the home warranty plan, submitting
104 required documentation for such to the Closing Agent prior to Closing. Broker may receive a fee from the
105 warranty company. **Home warranty plans may not cover pre-existing conditions and are not a**
106 **substitute for inspections.**

107
108 **8. UTILITIES/MAINTENANCE/CASUALTY LOSS.** Seller agrees to leave all utilities on until the date of
109 possession unless otherwise agreed. Seller shall maintain the Property in its present condition through the
110 Possession Date. Unless otherwise agreed in writing, Seller shall remove all possessions, trash and debris
111 from, and clean the Property, upon vacating or prior to delivery of Possession. Seller agrees to perform
112 ordinary and necessary maintenance, upkeep and repair to the Property and to keep the improvements on
113 the Property fully insured until delivery of Seller's deed to Buyer. If before delivery of the deed to Buyer,
114 improvements on the Property are damaged or destroyed by fire or other causes including those that could
115 be covered by what is known as fire and extended coverage insurance, then the Seller shall notify the
116 Buyer in writing within 24 hours of such damage. The parties agree that the risk of that damage or
117 destruction shall be borne as follows: 1) If the damage is minor, Seller may repair or replace the damage
118 done to the Property if the work can be completed before the Closing Date; 2) If Seller elects not to repair
119 or replace the damage done to the Property, or if the damage is not minor, the Buyer may enforce or cancel
120 this Contract by written notice to Seller within 10 days after receiving notice of such damage to the
121 Property; 3) If Buyer elects to enforce this Contract, the Purchase Price shall not be reduced and the
122 Property shall be conveyed in its existing condition at the time, provided Seller shall credit Buyer the
123 insurance deductible and assign Seller's fire and extended coverage proceeds to Buyer at Closing. If Buyer
124 and Seller mutually agree upon the cost of repairs, then Seller may pay the cost of those repairs.

125 (Check if applicable) THE BUYER SHALL PAY SELLER FOR THE AMOUNT OF FUEL LEFT IN TANK
126 AT CLOSING. SELLER SHALL HAVE TANK READ PRIOR TO CLOSING AND PROVIDE
127 DOCUMENTATION.

128
129 **9. EARNEST MONIES AND ADDITIONAL DEPOSITS.** Upon acceptance of this Contract, unless
130 otherwise agreed, any Earnest Money or Additional Deposits shall be deposited within 5 business days (if
131 Kansas Property) / 10 banking days (if Missouri Property) of the Effective Date, in an insured escrow
132 account maintained by Listing Broker or Escrow Agent. Buyer and Seller agree that the Listing Broker or
133 Escrow Agent may retain any interest earned on escrowed funds. If this Contract is terminated by the
134 express provisions of this Contract or by either party pursuant to a right expressly given in this Contract, the
135 Earnest Money and Additional Deposits shall be returned to the Buyer, and neither party shall have any
136 further rights or obligations under this Contract, except as otherwise stated in this Contract. **Provided,**
137 **notwithstanding any other terms of this Contract providing for the forfeiture or refund of Earnest**
138 **Money and Additional Deposits, the parties understand that neither the Listing Broker nor the**
139 **Escrow Agent can distribute the Earnest Money and Additional Deposits without the written**
140 **consent of all parties to this Contract unless permitted to do so by applicable state laws.** If Buyer
141 and Seller are unable to agree in writing upon the disposition of the Earnest Money and Additional Deposits

142 or any other funds, Listing Broker or Escrow Agent may commence an inter-pleader or similar proceeding
143 and Buyer and Seller authorize Listing Broker or Escrow Agent to pay all funds to the Clerk of the Court for
144 disposition as the Court may direct. Buyer and Seller agree that Listing Broker or Escrow Agent shall be
145 entitled to reimbursement of its costs incurred in connection with the inter-pleader or similar proceeding
146 including without limitation, reasonable attorneys' fees and expenses. Buyer and Seller agree that, in the
147 absence of a dispute or written consent to distribution, the failure by either to respond in writing to a certified
148 letter from Listing Broker or Escrow Agent within 7 days (if Kansas Property)/15 days (if Missouri Property)
149 of receipt thereof or failure to make written demand for return or forfeiture of the Earnest Money and
150 Additional Deposits within 30 days (if Kansas Property)/60 days (if Missouri Property) of notice of
151 cancellation of this Contract shall constitute consent to distribution of the Earnest Money and Additional
152 Deposits as suggested in such certified letter.

153
154 **10. SURVEY.** Buyer may, at Buyer's expense, obtain a "staked" survey of the Property before the Closing
155 Date to assure that there are no defects, encroachments, overlaps, boundary line or acreage disputes, or
156 other such matters, that would be disclosed by a survey. **Buyer acknowledges that a Mortgage**
157 **Inspection Report or "Loan Survey" normally required by a lending institution is not a "staked"**
158 **survey. A title insurance company typically requires a "staked" survey in order to provide survey**
159 **coverage to the Buyer.** Prior to the Closing Date, Buyer shall notify Seller of any encroachments of any
160 improvements upon, from, or onto the Property or any building setback line, property line, or easement,
161 which encroachment shall be deemed to be a title defect. Seller shall remedy such defects as are
162 susceptible of being remedied prior to the Closing Date. If Seller does not remedy the defects in title, Buyer
163 shall have the option of (a) completing this purchase and accepting the title Seller is able to convey without
164 adjustment in the Purchase Price, or (b) cancelling this Contract.

165
166 **11. EVIDENCE OF TITLE.** Within a reasonable time after the Effective Date, but prior to the Closing Date
167 (the "Commitment Delivery Date"), Seller agrees to deliver to Buyer a title insurance commitment from a
168 company authorized to insure titles in the state where the Property is located. Unless there is a defect in
169 title to the Property that is not corrected prior to the Closing Date, Buyer may not object to untimely delivery
170 of the title commitment. The title commitment shall commit to insure a marketable fee simple title to the
171 Buyer upon the recording of the deed or other document of conveyance. However, title to the Property
172 shall be subject to the conditions in this Contract and to customary covenants, declarations, restrictions,
173 zoning laws, easements, party wall agreements, special assessments, and community Contracts of record
174 as of the effective date of the title commitment (the "Permitted Exceptions"). Buyer shall have a reasonable
175 time after receipt of the title commitment (the "Objection Period") to notify Seller in writing of any valid
176 objections to title to the Property. Seller shall then make a good faith effort to remedy the defects in title. If
177 Seller does not remedy the title defects before the Closing Date, Buyer may elect to waive the objections,
178 extend the Closing Date a reasonable time for the Seller to remedy the defects or cancel this Contract.
179 Provided, if the time between the Effective Date and the Closing Date is too short to permit compliance with
180 the time frames described in this paragraph, both the Commitment Delivery Date and the Objection Period
181 shall be as soon as reasonably possible but no later than the Closing Date. Seller agrees to provide and
182 pay for an owner's title insurance policy in the amount of the Purchase Price insuring marketable fee simple
183 title in Buyer, subject to the Permitted Exceptions and with the exception of any liens, encumbrances or
184 other matters affecting title to the Property created by Buyer or arising by virtue of Buyer's activities or
185 ownership. The policy shall also insure Buyer as of the date of recording of the deed or other document of
186 conveyance, against any lien, or right to a lien, for services, labor or material imposed by law and not
187 shown by the public records. Seller agrees to comply with the requirements of the title company for
188 issuance of this coverage. **UNLESS OTHERWISE PROVIDED IN THIS CONTRACT, THE OWNER'S**
189 **TITLE POLICY WILL INCLUDE MECHANIC'S LIEN COVERAGE.**

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

200
201 **If the actual amount of any item, other than taxes to be prorated for the current year, cannot be**
202 **ascertained from the public record, the amount of the item for the preceding year will be used for**
203 **the current year's amount. If the actual amount of taxes for the current calendar year cannot be**
204 **determined, it will be estimated by using the current appraised tax value, if available (if appraised**
205 **value is not available, Contract purchase price will be used), and last year's mill levy. Buyer and**
206 **Seller agree to accept such prorations as final and release each other, Broker(s), Agent(s) and**
207 **Closing Agent(s) from any liability for any increase or decrease in the actual taxes due.**

208
209 **See "Utilities" paragraph for information related to fuel tank and amount of fuel left in the tank at**
210 **Closing.**

211
212 **13. DELIVERY OF DEED/DISTRIBUTION OF PROCEEDS.** On or before the Closing Date, Seller shall
213 execute and deliver to the Title Company or other Closing Agent, a general warranty deed or special
214 warranty deed or fiduciary deed, (if Seller is a corporation, financial institution or fiduciary) and all other
215 documents and funds reasonably necessary to complete the Closing. **On or before the Closing Date,**
216 **Seller and Buyer agree to deliver to the Closing Agent a CASHIER'S CHECK, WIRE TRANSFER OF**
217 **FUNDS OR OTHER CERTIFIED FUNDS sufficient to satisfy their respective obligations under this**
218 **Contract. Seller acknowledges that disbursement of proceeds may not be made until after the deed**
219 **or instrument of conveyance and, if applicable, mortgage or deed of trust has been recorded.**

220
221 **14. PARTIES.** This is a Contract between Seller and Buyer. If Seller or Buyer constitutes two or more
222 persons, the terms "Seller" or "Buyer" shall be construed to read "Sellers" or "Buyers" whenever the sense
223 of the Contract requires. Unless identified as Seller or Buyer, Listing Broker and any Cooperating Broker
224 and their Agents (collectively referred to as "Broker") and any escrow or Closing Agent are acting as agents
225 only and are not parties to this Contract. Seller and Buyer acknowledge that Broker may have a financial
226 interest in third parties providing specialized services required by this Contract including, but not limited to,
227 lender, title insurance company, escrow agent, Closing Agent, warranty company, wood
228 infestation/mechanical/structural or other inspectors and repair personnel. **Seller and Buyer agree that**
229 **Broker shall not be responsible for the conduct of third parties providing specialized services**
230 **whether those services were arranged by Seller, Buyer, or Broker on behalf of either.**

231
232 **15. NOTICES.** Any notice or other communication required or permitted hereunder may be delivered in
233 person, by facsimile, United States Postal Service, courier service or email to the address set forth in this
234 Contract or such other address or number as shall be furnished in writing by any such party. Such notice or
235 communication shall be deemed to have been given as of the date and time so delivered. Delivery to or
236 receipt by a party's licensee shall constitute delivery to the party. Delivery to or receipt by the Licensee
237 assisting the Buyer named below in this Contract shall constitute receipt by the Buyer and delivery to or
238 receipt by the Licensee assisting the Seller named below in this Contract shall constitute receipt by the
239 Seller.

240 **16. ENTIRE AGREEMENT AND MANNER OF MODIFICATIONS.** This Contract and all attachments
241 hereto, including, if applicable, Financing Addendum, Counter Offer Addendum, Legal Description, Seller's
242 Disclosure and Condition of Property Addendum, Contingency For Sale and/or Closing Of Buyer's Property
243 Addendum, other Addenda as noted in Paragraph 3 of this Contract and Amendments constitute the
244 complete agreement of the parties concerning the Property, supersede all previous agreements, and may
245 be modified or assigned only by a written agreement signed by all parties.
246

247 **17. DEFAULTS AND REMEDIES.** Seller or Buyer shall be in default under this Contract if either fails to
248 comply with any material covenant, agreement or obligation within any time limits required by this Contract.
249 Following a default by either Seller or Buyer under this Contract, the other party shall have the following
250 remedies, subject to the provisions of Paragraph 9 of this Contract:

251 **a.** If Seller defaults, Buyer may (i) specifically enforce this Contract and recover damages suffered by
252 Buyer as a result of the delay in the acquisition of the Property; or (ii) terminate this Contract by written
253 notice to Seller and, at Buyer's option, pursue any remedy and damages available by law or in equity. If
254 Buyer elects to terminate this Contract, the Earnest Money shall be returned to Buyer subject to the
255 provisions of Paragraph 9 of this Contract.

256 **b.** If Buyer defaults, Seller may (i) specifically enforce this Contract and recover damages suffered by
257 Seller as a result of the delay in the sale of the Property; or (ii) terminate this Contract by written notice to
258 Buyer and, at Seller's option, either retain the Earnest Money as liquidated damages as Seller's sole
259 remedy (the parties recognizing that it would be extremely difficult to ascertain the extent of actual
260 damages caused by Buyer's breach, and that the Earnest Money represents as fair an approximation of
261 such actual damages as the parties can now determine) as provided in Paragraph 9 of this Contract, or
262 pursue any other remedy and damages available at law or in equity.

263 **If as a result of a default under this Contract, either Seller or Buyer employs an attorney to enforce**
264 **its rights, the defaulting party shall, unless prohibited by law, reimburse the non-defaulting party**
265 **for all reasonable attorney's fees, court costs and other legal expenses incurred by the**
266 **non-defaulting party in connection with the default. TIME IS OF THE ESSENCE OF THIS**
267 **CONTRACT.**
268

269 **18. RADON, MICROBIALS AND OTHER ENVIRONMENTAL POLLUTANTS.** Buyer acknowledges that:
270 (i) radon gas has been identified as a national health problem; (ii) the greater Kansas City area has been
271 determined to have relatively high radon gas levels in some homes; (iii) mold, fungi, bacteria and other
272 microbials commonly exist in homes and will exist in the Property as a result of rain, humidity and other
273 moisture in the Property and on materials during the normal construction process and as a result of the use
274 of wood and other materials that commonly have mold, fungi, bacteria and other microbials at the time of
275 delivery to the job site; (iv) BUYER has the opportunity to become informed, about radon, microbials and
276 other environmental pollutants and the potential health risks of radon, microbials and other environmental
277 pollutants; (v) SELLER and LICENSEE do not claim or possess any special expertise in the measurement
278 or reduction of radon, microbials or other environmental pollutants, nor have they provided any advice to
279 BUYER as to acceptable levels or possible health hazards of radon, microbials or other environmental
280 pollutants; (vi) SELLER has not made any investigation to determine whether there is radon, microbials or
281 other environmental pollutants in the Property or affecting the Property, except as described in Seller's
282 disclosure, and has not made any analysis or verification of the extent of any environmental or health
283 hazard, if any, that may affect the Property or residents, (vii) there can be no assurance that any systems,
284 devices or methods incorporated into the Property for the purpose of reducing radon, microbials or other
285 environmental pollutant levels will be effective and SELLER has no responsibility for the operation,
286 maintenance or effectiveness of such systems, devices and methods, and (viii) SELLER makes no
287 representation or warranties, express or implied, with respect to the level of radon, microbials or other
288 environmental pollutants or hazardous environmental conditions or with respect to indoor air quality that
289 may exist in the Property at any time or with respect to the effect thereof on the premises or the residents.
290 Any testing desired or required with respect to radon, microbials and other environmental pollutants shall be
291 at BUYER'S expense.

292 **19. INSPECTIONS.** Buyer may, within _____ calendar days (*10 Days if left blank*) (**the "Inspection**
293 **Period"**) after the Effective Date of this Contract, at Buyer's expense, have property inspections **which**
294 **may include but are not limited to:** appliances, plumbing (including septic system), electrical, heating
295 system, central air conditioning, fireplace, chimney, foundation, roof, siding, windows, doors, ceilings,
296 floors, insulation, drainage, interior and exterior components, any wall, decks, driveways, patios, sidewalks,
297 fences, slabs, pest infestation, health and/or environmental concerns (including lead based paint, mold and
298 radon) as provided below. **It is recommended that homeowners insurance availability be ascertained**
299 **during the inspection period. Buyer acknowledges that such inspections may not identify**
300 **deficiencies in inaccessible areas of the Property and may be limited by weather conditions at the**
301 **time of the inspection. It is recommended that Buyer check with lender and/or local government**
302 **authority regarding septic inspection.**
303

304 **a. ACCESS TO PROPERTY, RE-INSPECTIONS, DAMAGES AND REPAIRS.** Seller shall provide
305 Buyer reasonable access to the Property to conduct the inspections, re-inspections, inspection of
306 any corrective measures completed by Seller and/or final walk through prior to Closing. **Buyer**
307 **shall be responsible and pay for any damage to the Property resulting from the**
308 **inspection(s).** Seller agrees that any corrective measures which Seller performs pursuant to the
309 following provisions shall be completed in a workmanlike manner with good quality materials.
310

311 **b. WOOD-DESTROYING INSECTS. SELLER AGREES TO PAY TO HAVE THE PROPERTY**
312 **TREATED** for control of infestation by wood-destroying insects if a written inspection report of a
313 reputable licensed pest control firm reveals evidence of active infestation, or evidence of past
314 untreated infestation in the main dwelling unit, or included additional structures identified below or
315 on the property within 30 feet of such unit or structure(s) (or as otherwise required by government
316 regulations, if BUYER is obtaining an FHA/VA or other government program loan). **The inspection**
317 **report must be delivered WITHIN THE INSPECTION PERIOD, or any treatment shall be at the**
318 **Buyer's expense.** If treatment is required, Seller shall provide Buyer with a certificate evidencing
319 treatment by a reputable licensed pest control firm of Seller's choice, which certificate Buyer agrees
320 to accept. Treatment shall be completed no earlier than ninety (90) calendar days prior to the
321 Closing Date. Buyer shall pay for any inspections requested by Buyer and/or required by Buyer's
322 lender. **Any damage or repair issues related to wood destroying insect infestations must be**
323 **identified as Unacceptable Conditions and addressed as set forth below. Additional**
324 **structures to be included in the inspection are:** _____
325 _____
326 _____
327

328 **c. WHAT IF BUYER DOES NOT CONDUCT INSPECTIONS?** If Buyer does not conduct inspections
329 Buyer shall have waived any right to cancel or renegotiate this Contract pursuant to the inspection
330 provisions.
331

332 **d. WHAT IF BUYER DOES NOT GIVE TIMELY NOTICE OF UNACCEPTABLE CONDITIONS?** If
333 Buyer conducts inspections but fails to notify Seller of Unacceptable Conditions prior to the
334 expiration of the Inspection Period, Buyer shall have waived any right to cancel or renegotiate this
335 Contract pursuant to these inspection provisions.
336

337 **e. WHAT IS NOT AN UNACCEPTABLE CONDITION?** The following items shall not be considered
338 Unacceptable Conditions and cannot be used by Buyer as a reason to cancel or renegotiate this
339 Contract: _____
340

341 **f. WHAT IS AN UNACCEPTABLE CONDITION?** An Unacceptable Condition is any condition
342 identified in a written inspection report prepared by an independent qualified inspector of Buyer's
343 choice, which condition is unacceptable to Buyer and not otherwise excluded in this Contract.

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- g. WHAT IF BUYER'S INSPECTIONS REVEAL UNACCEPTABLE CONDITIONS?** If Buyer's inspections reveal Unacceptable Conditions Buyer may do any one of the following;
- (1) **ACCEPT THE PROPERTY "AS IS"**. Buyer may notify Seller that the inspections are satisfactory or do nothing. In either case, Buyer will have waived any right to cancel or renegotiate due to any Unacceptable Conditions; or
 - (2) **CANCEL THIS CONTRACT** by notifying Seller in writing within the inspection period; or
 - (3) **OFFER TO RENEGOTIATE** with Seller by notifying Seller in writing within the inspection period, identifying the Unacceptable Conditions.

Buyer's notice of cancellation or offer to renegotiate terminates the inspection period and must be accompanied by the written report(s) of the independent qualified inspector(s) who conducted the inspection(s).

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

- (1) An amendment signed by Buyer and Seller resolving the Unacceptable Conditions; or
- (2) A written statement signed by Buyer accepting the Property "as is" without correction of any Unacceptable Conditions; or
- (3) A written statement signed by Seller agreeing to do everything requested by Buyer in Buyer's Offer to Renegotiate.

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

20. ADDITIONAL TERMS AND CONDITIONS. _____

21. EXPIRATION. This offer shall expire on _____, 20____, at _____ o'clock ____m. (5:00 p.m. if left blank) unless accepted by Seller or withdrawn by Buyer before that time.

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382
383
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385

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

Seller hereby authorizes Closing Agent to obtain payoff information from Seller's Lender(s).

SELLER _____ DATE _____

BUYER _____ DATE _____

SELLER _____ DATE _____

BUYER _____ DATE _____

ADDRESS _____

ADDRESS _____

Name of Listing Broker _____ (Please print)

Name of Selling Broker _____ (Please print)

Name of Licensee Assisting Seller _____ (Please print)

Name of Licensee Assisting Buyer _____ (Please print)

Listing Licensee Phone # _____ / _____ Fax # _____

Selling Licensee Phone # _____ / _____ Fax # _____

Listing Licensee Email Address _____

Selling Licensee Email Address _____

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

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 typewriter 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 REFUSAL TO NEGOTIATE):

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

By: _____
Licensee Assisting Seller

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