



RESIDENTIAL REAL ESTATE SALE CONTRACT

This Residential Real Estate Sale Contract, hereinafter known as CONTRACT is made between _____, hereinafter known as SELLER and _____, hereinafter known as BUYER. The EFFECTIVE DATE of this CONTRACT shall be _____.

1. PROPERTY

BUYER agrees to purchase and SELLER agrees to sell the real property and the improvements thereon, hereinafter known as the PROPERTY, commonly know as: _____ and legally described as: see preliminary Title Report.

PROPERTY shall include the following, if any unless otherwise excluded: gas heaters; propane tanks including propane (if owned); central ventilating; central air conditioning; attached TV antennas; lighting and light fixtures; heating and plumbing equipment and fixtures; attached mirrors; bathroom mirrors; linoleum; wall-to-wall carpeting; window and porch shades; blinds; storm windows; doors; screens; curtain and drapery rods; awnings; electric garage door openers and remote transmitting units; keys; attached humidifiers; attached outside cooking units; soft water conditioner; fire, smoke and burglary detection units; attached fireplace screens and/or glass doors; attic and ceiling fans; and built-in kitchen appliances.

2. PURCHASE PRICE

The purchase price for PROPERTY is: \$ _____ (A)

The BUYER agrees to pay as follows:

Earnest Money Deposit, deposited with _____ \$ _____ (B)

Amount Financed: \$ _____ (C)

Balance of purchase price to be paid in certified funds at time of closing (A - B - C = D) \$ _____ (D)

3. APPRAISAL AND INSPECTIONS

Offer is contingent upon BUYER's satisfaction of a market appraisal and any mechanical, structural, radon, sewer line or termite inspections that BUYER elects to have conducted on PROPERTY. SELLER will cooperate to ensure such appraisals and inspections can be conducted in a timely manner. BUYER and SELLER have thirty (30) days from the date of acceptance of this offer to have such appraisal and inspections performed, and resolve any issues that might arise from such activity. If such issues cannot be resolved, BUYER will inform SELLER in writing of BUYER's intent to cancel CONTRACT and all deposits shall be refunded.

4. EARNEST MONEY

If CONTRACT is terminated by the express provisions of CONTRACT or by either party pursuant to a right expressly given in CONTRACT, the Earnest Money and Additional Deposits will be returned to the BUYER and neither party will have further rights or obligations under CONTRACT.

5. FINANCING

If this is a financed sale, this offer is contingent upon BUYER obtaining financing. BUYER is pre approved with _____. BUYER shall have thirty (30) days from the effective date of CONTRACT to obtain a full commitment for financing. If the BUYER is unable to obtain a commitment for the Loan within the loan approval period, SELLER may cancel CONTRACT by written notice.

Upon written evidence of rejection provided by BUYER's lender, SELLER and BUYER may cancel CONTRACT by written notice.

6. CLOSING AND POSSESSION

Closing shall be completed on or before _____ (hereinafter known as CLOSING DATE). If closing is not completed on or before the CLOSING DATE, SELLER will have the option to terminate CONTRACT. SELLER shall deliver possession of PROPERTY to BUYER at 5:00 pm on _____ (POSSESSION DATE). BUYER will pay for all closing costs that are typically the responsibility of BUYER. SELLER will pay for all closing costs that are typically the responsibility of SELLER.

7. UTILITIES / MAINTENANCE / CASUALTY LOSS

SELLER agrees to leave all utilities on until POSSESSION DATE. The cost of such utilities will be the responsibility of SELLER until POSSESSION DATE. BUYER agrees to transfer the cost of all utilities over to BUYER's name as of POSSESSION DATE.

If improvements on PROPERTY are damaged or destroyed by fire or other causes including those covered by what is known as fire and extended coverage insurance before the delivery of the deed, SELLER may repair or replace PROPERTY only if the work can be completed prior to CLOSING DATE. If SELLER elects not to repair or replace PROPERTY or if the damage is substantial, SELLER shall notify BUYER in writing, and BUYER may enforce or cancel CONTRACT by written notice to SELLER within ten (10) days after receiving notice of the damage or destruction of PROPERTY.

8. EVIDENCE OF TITLE

Within a reasonable time after EFFECTIVE DATE but not later than fourteen (14) days prior to CLOSING DATE, SELLER agrees to deliver to BUYER a title insurance commitment from a company authorized to insure properties in the state where PROPERTY is located. Unless there is a defect in the title to PROPERTY that is not corrected prior to CLOSING DATE, BUYER may not object to untimely delivery of the title commitment. The title commitment shall commit to deliver a marketable fee simple title in BUYER's name upon the recording of the deed or other documents of conveyance. However, title to PROPERTY shall be subject to the conditions in CONTRACT and to customary covenants, declarations, restrictions, zoning laws, easements, party wall agreements, special assessments, and community contracts of record as of EFFECTIVE DATE of the title commitment (Permitted Exceptions). BUYER shall have ten (10) days after receipt of the title commitment to notify SELLER in writing of any valid objections to the title of PROPERTY. SELLER shall then make a good faith effort to remedy the defects to the title. If SELLER does not elect to waive the objections or extend the date of CLOSING DATE, not to exceed sixty (60) days, CONTRACT shall be cancelled and the earnest money returned to BUYER.

SELLER agrees to provide and pay for an owner's title insurance policy in the amount of the purchase price insuring marketable fee simple title in BUYER's name subject to the permitted exceptions and with the exception of any liens, encumbrances or other matters affecting title to PROPERTY created by BUYER or arising by virtue of BUYER's activities of ownership. The policy shall also insure BUYER as of the date of recording of the deed or other document of conveyance, against any lien, or right to a lien; for services, labor, or material imposed by law and not shown by the public records. SELLER agrees to comply with the requirements of the title company for issuance of this coverage.

9. DELIVERY OF DEED

On or before CLOSING DATE, SELLER shall execute and deliver a warranty deed and all other documents and funds reasonably necessary to complete the closing. The warranty deed shall convey BUYER a marketable fee simple title to PROPERTY free and clear of all liens and encumbrances. On or before CLOSING DATE, SELLER and BUYER agree to deliver to the closing agent a cashier's check or other certified funds sufficient to satisfy their respective obligations under CONTRACT. SELLER acknowledges that disbursement of proceeds may not be made until after the warranty deed or instrument of conveyance and, if applicable, mortgage or deed of trust, has been recorded.

10. DEFAULTS AND REMEDIES

SELLER and BUYER shall be in default under CONTRACT if either fails to comply with any material covenant, agreement, or obligation within the time limits required by CONTRACT. Following a default by either SELLER or BUYER, the parties may pursue any remedies or damages available to them at law or in equity. Time is of the essence of this CONTRACT.

11. PRORATIONS

The parties agree that all of the following which become due and accrue during the calendar year in which SELLER's warranty deed is delivered shall be prorated between the parties as of CLOSING DATE and for all the years thereafter. All of the following to the extent permitted by applicable laws, shall be assumed and paid by BUYER: interest on existing loans to be assumed by the BUYER, all general/state/county/school and municipal real estate taxes, homeowners association fees and dues, special assessments, and any other contractual obligations of SELLER to be assumed by BUYER.

If the amount of any item to be prorated for the current year cannot be ascertained from the public record, the amount of the item from the preceding year will be used for the current years amount. However, if the preceding years taxes were based on a lesser improved PROPERTY, taxes will be computed and prorated based on the preceding years mill levy at the current assessed value, if ascertainable. The parties agree that if PROPERTY has been reappraised or reclassified within the preceding year and the actual taxes based on the new value are not available, they will agree to a reasonable estimation of the current years taxes based on the information available at CLOSING DATE.

12. PARTIES

This is a CONTRACT between SELLER and BUYER. If SELLER or BUYER constitutes two (2) or more persons, 'SELLER' or 'BUYER' shall be construed to read 'SELLERS' or 'BUYERS' whenever the sense of the CONTRACT requires.

13. ENTIRE AGREEMENT AND MANNER OF MODIFICATIONS

This CONTRACT and all attachments hereto including, if applicable: Financing Addendum; Counter Offer Addendum; Legal Description/Franchise; Disclosure Addendum; and, Statement of Condition Addendum and Amendments constitute the complete agreement of the parties and concerning PROPERTY, supersede all previous agreements and may be modified only by a written agreement signed by all parties.

14. NOTICES

Any notice or other communication required or permitted here under may be delivered in person or sent by facsimile, secured electronic document, or certified mail postage paid to the address set forth in CONTRACT or such other address or number that shall be furnished in writing by any such party. Such notice or communication shall be deemed to have been given as of the date and time so delivered in person or received by facsimile, secured electronic document, or certified mail. Receipt by an Agent or a party to CONTRACT shall constitute receipt by the party.

15. MISCELLANEOUS

16. EXPIRATION

This offer will expire on _____ at 5:00 pm unless accepted by SELLER or withdrawn by BUYER before that time.

When signed by SELLER and BUYER, this is a legally binding CONTRACT. If not understood, consult an attorney before signing.

SELLER 1 DATE

BUYER 1 DATE

SELLER 2 DATE

BUYER 2 DATE

CONTACT INFORMATION

SELLER 1, ADDRESS

BUYER 1, ADDRESS

SELLER 1, PHONE

BUYER 1, PHONE

SELLER 1, EMAIL

BUYER 1, EMAIL

SELLER 2, ADDRESS

BUYER 2, ADDRESS

SELLER 2, PHONE

BUYER 2, PHONE

SELLER 2, EMAIL

BUYER 2, EMAIL



SELLER'S DISCLOSURE AND CONDITION OF PROPERTY ADDENDUM - RESIDENTIAL

SELLER: _____

PROPERTY: _____

1. SELLER INSTRUCTIONS

SELLER agrees to disclose to BUYER all material defects, conditions and facts known to SELLER which may materially affect the value of PROPERTY. This disclosure statement is designed to assist SELLER in making these disclosures. Licensee(s), prospective BUYER, and BUYER will rely on this information.

2. NOTICE TO BUYER

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

3. OCCUPANCY

Approximate age of PROPERTY in years/months: _____

Year(s) owned by SELLER: _____

Is PROPERTY currently occupied by SELLER? _____

If no, length of time since SELLER occupied PROPERTY: _____

4. LAND - SOILS, DRAINAGE AND BOUNDARIES - IF RURAL OR VACANT LAND, ATTACH SELLER LAND DISCLOSURE IN ADDITION TO SELLER DISCLOSURE

a. Fill or expansive soil on PROPERTY? _____

b. Sliding, settling, earth movement, upheaval or earth stability problems on PROPERTY? _____

- c. Is PROPERTY or any portion thereof located in a flood zone, wetlands area or proposed to be located in such as designated by FEMA requiring flood insurance? _____
- d. Drainage or flood problems on PROPERTY or adjacent properties? _____
- e. Does SELLER pay flood insurance premiums? _____
 - If so, is it required? _____
- f. Are the boundaries of PROPERTY marked in any way? _____
- g. Has PROPERTY had a stake survey performed? (If yes, attach a copy.) _____
- h. Encroachments, boundary line disputes or non-utility easements affecting PROPERTY? _____
- i. Any fencing on PROPERTY? _____
 - If yes, does fencing belong to PROPERTY? _____
- j. Diseased, dead or damaged trees or shrubs on PROPERTY? _____
- k. Gas/oil wells, lines or storage facilities on PROPERTY or adjacent properties? _____

If any of the above answers are 'yes', explain in detail: _____

5. ROOF

- a. Approximate age in years: _____
- b. Type: _____
- c. Have there been any problems with the roof, flashing or rain gutters? _____
 - If yes, what was the date of the occurrence? _____
- d. Have there been any repairs to the roof, flashing or rain gutters? _____
 - If yes, date of repairs _____, company performing repairs _____.
- e. Has there been any roof replacement? _____
 - If yes, was it complete or partial? _____
- f. The number of layers of roofing currently in place: _____

If any of the above answers are 'yes', explain in detail: _____

6. INFESTATION - ARE YOU AWARE OF ANY OF THE FOLLOWING?

- a. Termites, wood destroying insects, or other pests on PROPERTY? _____

- b. Damage to PROPERTY by termites, wood destroying insects or other pests? _____
- c. Termite, wood destroying insects or other pest control treatment(s) on PROPERTY in the last five (5) years? _____
 - If yes, date of treatment _____, company performing treatment _____, location of treatment _____.
- d. Warranty, bait stations or other treatment(s) covered by a licensed pest control company on PROPERTY? _____
 - If yes, annual cost of service renewal _____, date of contract expiration _____.
 - Does treatment system stay with PROPERTY if service contract is not renewed? _____

If any of the above answers are 'yes', explain in detail: _____

7. STRUCTURAL, BASEMENT, AND CRAWL SPACE ITEMS - ARE YOU AWARE OF ANY OF THE FOLLOWING?

- a. Movement, shifting, deterioration or other problems with walls, foundations, crawl space or slab? _____
- b. Cracks or flaws in the walls, ceilings, foundations, concrete slab, crawl space, basement floor or garage? _____
 - If yes, corrective action taken including, but not limited to, peering or bracing? _____
- c. Water leakage or dampness in the house, crawl space or basement? _____
- d. Dry rot, wood rot or similar conditions on the wood of PROPERTY? _____
- e. Problems with driveways, patios, decks, fences or retaining walls on PROPERTY? _____
- f. Problems with fireplace and/or chimney? _____
 - Date of last cleaning _____.
- g. Does PROPERTY have a sump pump? _____
- h. Repairs or other attempts to control the cause or effect of problems described above? _____

If any of the above answers are 'yes', explain in detail. When describing repairs or control efforts, describe the location, extent, date, and name of the person who did the repair or control effort, and attach any inspection reports, estimates or receipts.

8. ADDITIONS AND/OR REMODELING

a. Are you aware of any additions, structural changes or other material alterations to PROPERTY? _____

- If yes, explain in detail:

b. If applicable, were all necessary permits and approvals obtained, and was all work in compliance with building codes? _____

- If no, explain in detail:

9. PLUMBING RELATED ITEMS

a. What is the drinking water source:

___ Public ___ Private ___ Well ___ Cistern

- If well water, state the type _____, depth _____, diameter _____, and age _____. Date water was last checked for safety _____ and results of the test _____.

b. Is there a water softener on PROPERTY? _____

- Is the water softener owned or leased? _____

c. Is there a water purifier system? _____

- Is the water purifier system owned or leased? _____

d. What type of sewage system serves PROPERTY:

___ Public Sewer ___ Private Sewer ___ Septic System ___ Cesspool ___ Lagoon
Other _____

e. If there is a septic system, is there a sewage pump on the septic system? _____

f. Is there a grinder pump system? _____

g. If there is a privately owned sewer system on PROPERTY, date the system was last serviced _____, by _____.

h. Is there a sprinkler system? _____

- Does the sprinkler system cover the entire yard? _____

- If no, explain: _____

- i. Is there a back flow prevention device on the sprinkler system, sewer, or cesspool? _____
- j. Are you aware of any leaks, backups or other problems relating to any of the plumbing, water, and sewer related systems? _____
- k. Type of plumbing material used on PROPERTY:
 ___ Copper ___ Galvanized Other: _____
- l. Location of the main water shut off: _____
- m. Location of the sewer line clean out trap: _____

If any of the above answers are 'yes', explain in detail and provide available documentation:

10. AIR CONDITIONING AND HEATING

- a. Does PROPERTY have air conditioning? _____
 - Type: ___ Central Electric ___ Central Gas ___ Heat Pump ___ Window Unit(s)
 Other _____
 - Age of Unit: _____
 - Leased or owned: _____
 - Location: _____
 - Date of last service: _____
 - Company performing the service: _____
- b. Does PROPERTY have a heating system? _____
 - Type: ___ Electric ___ Natural Gas ___ Heat Pump ___ Fuel Oil ___ Propane
 ___ Fuel Tank Other _____
 - Age of Unit: _____
 - Leased or owned: _____
 - Location: _____
 - Date of last service: _____
 - Company performing the service: _____
- c. Are there rooms without air conditioning or heat? _____
 - List the rooms: _____
- d. Does PROPERTY have a water heater? _____
 - Type: ___ Electric ___ Gas ___ Solar
 - Age of Unit: _____

- Leased or owned: _____
 - Location: _____
 - Date of last service: _____
 - Company performing the service: _____
- e. Are you aware of any problems with the air conditioning or heating systems on PROPERTY? _____

If any of the above answers are 'yes', explain in detail: _____

11. ELECTRICAL SYSTEMS

- a. Type of material used: ___ Copper ___ Aluminum ___ Unknown
- b. Type of electrical panel(s): ___ Breaker ___ Fuse
- c. Location of electrical panel(s): _____
 - Size, in amps, of electrical panel: _____
- d. Are you aware of any problems with the electrical systems on PROPERTY? _____

If any of the above answers are 'yes', explain in detail: _____

12. HAZARDOUS CONDITIONS

- a. Are there any underground tanks on PROPERTY? _____
- b. Is there a landfill on PROPERTY? _____
- c. Any toxic substances on PROPERTY? _____
- d. Has PROPERTY been tested for any of the above items? _____
- e. Is there Radon on PROPERTY? _____
- f. Have you had PROPERTY tested for Radon? _____
- g. Have you had PROPERTY tested for mold? _____
- h. Are you aware of any other environmental issues? _____
- i. Are you aware of any methamphetamine or controlled substances ever being used or manufactured on PROPERTY? _____

In the state of Missouri, a separate disclosure is required if methamphetamine or other controlled substances have been present on or in the PROPERTY.

If any of the above answers are 'yes', explain in detail and attach test results: _____

13. NEIGHBORHOOD INFORMATION AND HOMEOWNERS ASSOCIATIONS

- a. Are you aware of any current or pending bonds, assessments, or special taxes that apply to PROPERTY? _____
 - What is the amount? _____
- b. Are you aware, or have you received any notice of, any condition or proposed change in your neighborhood or surrounding area? _____
- c. Is PROPERTY subject to covenants, conditions, and restrictions from a Homeowner's Association or subdivision? _____
- d. Are you aware of any violations of such covenants and restrictions? _____
- e. Does the Homeowner's Association impose its own transfer fee when PROPERTY is sold?

 - What is the amount? _____
- f. Are you aware of any defect, damage, proposed change or problem with any common elements or common areas? _____
- g. Are you aware of any condition or claim which may result in any change to assessments or fees? _____
- h. Are the streets privately owned? _____
- i. Is PROPERTY in an historic, conservation or special review district that would require alterations or improvements to PROPERTY to be approved by a board or commission? _____
- j. Is PROPERTY subject to a tax abatement? _____
- k. Is PROPERTY subject to a right of first refusal? _____

If any of the above answers are 'yes', explain in detail. Include amounts where applicable:

HOA CONTACT INFORMATION

Name: _____

Address: _____

Phone number: _____

Email: _____

HOA WEBSITE: _____

- Home Owner's Association dues are paid in full until _____, in the amount of \$_____.
- Home Owner's Association dues are paid: ___ Yearly ___ Quarterly ___ Monthly and are sent to: _____
- Dues include: _____

14. OTHER MATTERS

- a. Are you aware of party walls, common areas or easement driveways? _____
- b. Are you aware of any fire damage to PROPERTY? _____
- c. Are there any liens other than mortgage(s) or deeds of trust currently on PROPERTY? _____
- d. Are there any violations of laws or regulations affecting PROPERTY? _____
- e. Are you aware of any other conditions that may materially and adversely affect the value or desirability of PROPERTY? _____
- f. Are you aware of any other condition that may prevent you from completing the sale of PROPERTY? _____
- g. Are you aware of any general stains or pet stains on the carpeting, flooring or sub flooring? _____
- h. Do you have keys for all exterior doors, including garage doors, to PROPERTY? _____
 - Doors/locks without keys: _____
- i. Are you aware of any violation of zoning, setbacks, restrictions or non conforming issues? _____
- j. Are you aware of any unrecorded interests affecting PROPERTY? _____
- k. Are you aware of anything that would interfere with a clear title given to BUYER? _____
- l. Are you aware of any existing or threatened legal action pertaining to PROPERTY? _____
- m. Are you aware of any litigation or settlement pertaining to PROPERTY? _____
- n. Have you added any insulation since you have owned PROPERTY? _____

- o. Have you replaced any appliances that remain with PROPERTY or any of its components?

- p. Are there any transferable warranties on PROPERTY or any of its components? _____
- q. Have you made any insurance or other claims pertaining to PROPERTY in the past five (5) years? _____
 - Date repairs were completed _____, name and contact information of company performing the repairs _____.
- r. Are you aware of any use of synthetic stucco on PROPERTY? _____

If any of the above answers are 'yes' except for (g), explain in detail: _____

15. UTILITIES

Please include the contact information for the following utility companies associated with PROPERTY:

ELECTRIC - name _____, address _____, phone number _____, website _____.

GAS - name _____, address _____, phone number _____, website _____.

WATER - name _____, address _____, phone number _____, website _____.

SEWER - name _____, address _____, phone number _____, website _____.

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

RESIDENTIAL REAL ESTATE SALES CONTRACT, not SELLER'S DISCLOSURE STATEMENT, the MLS, or other promotional material provides for what is included in SALE of PROPERTY. All existing improvements to PROPERTY (if any) as well as appurtenances, fixtures, and equipment whether buried, nailed, bolted, screwed, glued or otherwise permanently attached to

PROPERTY are expected to remain with PROPERTY unless excluded from SALE in RESIDENTIAL REAL ESTATE SALES CONTRACT.

Please use the following designations when filling in the blanks:

OS: Operating and staying with PROPERTY (the items is performing its intended function and will remain with PROPERTY upon occupation by BUYER).

EX: Staying with PROPERTY, but excluded from Mechanical repairs; cannot be found in unacceptable condition.

NA: Not applicable

NS: Not staying with PROPERTY

- _____ Air conditioning window units, total number _____ .
- _____ Air conditioning central system
- _____ Attic fan
- _____ Ceiling fan(s), total number _____ .
- _____ Central vac and attachments
- _____ Dishwasher
- _____ Disposal
- _____ Doorbell
- _____ Downdraft cooktop
- _____ Electric air cleaner or purifier
- _____ Exhaust fan(s) in bathroom(s)
- _____ Fireplace heat re circulator
- _____ Fireplace insert
- _____ Fireplace gas logs
- _____ Fireplace gas starter
- _____ Fireplace wood burning stove
- _____ Fountain(s)
- _____ Furnace, heat pump or other heating system
- _____ Garage door opener(s), total number _____ .
- _____ Garage door transmitter(s), total number _____ .
- _____ Gas grill
- _____ Gas yard light
- _____ Humidifier
- _____ Intercom
- _____ Laundry, dryer
- _____ Laundry, washer
- _____ Microwave oven

- _____ Oven clock/timer
- _____ Oven, gas or electric _____ .
- _____ Propane tank
- _____ Range, gas or electric _____ .
- _____ Refrigerator, location _____ .
- _____ Security system, owned or leased _____ .
- _____ Smoke detector(s), total number _____ .
- _____ Spa or hot tub
- _____ Spa equipment
- _____ Sprinkler system
- _____ Sprinkler system back flow valve
- _____ Sprinkler system automatic timer
- _____ Statuary or yard art
- _____ Stove, gas or electric _____ .
- _____ Stove clock/timer
- _____ Stove vent hood
- _____ Sump pump
- _____ Swimming pool
- _____ Swimming pool heater
- _____ Swimming pool equipment
- _____ Trash compactor
- _____ Television antenna, receiver, or satellite dish, owned or leased _____ .
- _____ Water softener or purifier, owned or leased _____ .
- _____ Other: _____ .
- _____ Other: _____ .
- _____ Other: _____ .
- _____ Other: _____ .
- _____ Other: _____ .
- _____ Other: _____ .
- _____ Other: _____ .

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

SELLER ACKNOWLEDGEMENT AND AGREEMENT

The undersigned SELLER represents that the information set forth in the foregoing DISCLOSURE STATEMENT is accurate and complete. SELLER does not intend DISCLOSURE STATEMENT to be a warranty or guarantee of any kind. SELLER hereby authorizes their agent to provide this information to prospective BUYER of PROPERTY and to real estate brokers and salespeople. **SELLER will promptly notify LICENSEE assisting SELLER, in writing, if any information in DISCLOSURE STATEMENT changes prior to CLOSING. LICENSEE assisting SELLER will promptly notify LICENSEE assisting BUYER, in writing, of such changes.**

Initial and date any changes. (The attached list with additional changes includes _____ number of pages.)

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

SELLER 1

DATE

SELLER 2

DATE

BUYER ACKNOWLEDGEMENT AND AGREEMENT

1. I understand and agree that the information in this form is limited to information of which SELLER has actual knowledge, and that SELLER need only make an honest effort at fully revealing the information requested.
2. PROPERTY is being sold to me without warranties or guaranties of any kind by SELLER, Broker(s) or agents concerning the condition or value of PROPERTY.

3. I agree to verify any of the above information, and any other important information provided by SELLER or Broker(s) (including any information obtained through the Multiple Listing Service) by an independent investigation of my own. I have been specifically advised to have PROPERTY examined by professional inspectors.
4. I acknowledge that neither SELLER nor Broker(s) is an expert at detecting or repairing physical defects in PROPERTY.
5. I specifically represent that there are no important representations concerning the condition or value of PROPERTY made by SELLER or the Broker(s) on which I am relying except as may be fully set forth in writing and signed by them.

BUYER 1

DATE

BUYER 2

DATE

Approved by Legal Counsel of the Kansas City Regional Association of REALTORS® for exclusive use by its REALTOR® members. No warranty is made or implied as to the legal validity or adequacy of this Contract, or that it complies in every respect with the law or that its use is appropriate for all situations, Local law, customs and practices, and differing circumstances in each transaction may dictate that amendments to this Contract be made. Copyright January 2008. Last revised on 10/2007. All previous versions of this document may no longer be valid.



LEAD BASED PAINT AND/OR LEAD BASED PAINT HAZARDS

DISCLOSURE OF INFORMATION AND ACKNOWLEDGEMENT

SELLER: _____

PROPERTY: _____

LEAD WARNING STATEMENT

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such PROPERTY may present exposure to lead from lead based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. SELLER of any interest in residential real property is required to provide BUYER with any information on lead based paint hazards from risk assessments or inspections in SELLER's possession and notify BUYER of any known lead based paint hazards. A risk assessment or inspection for possible lead based paint hazards is recommended prior to purchase.

SELLER'S DISCLOSURE - PLEASE INITIAL

_____ (a) PRESENCE OF LEAD BASED PAINT AND/OR LEAD BASED PAINT HAZARDS (check one below):

_____ Known lead based paint and/or lead based paint hazards are present on PROPERTY.

Explain: _____

_____ SELLER has no knowledge of lead based paint and/or lead based paint hazards on PROPERTY.

_____ (b) RECORDS AND REPORTS AVAILABLE TO SELLER (check one below):

_____ SELLER has provided BUYER with all available records and reports pertaining to lead based paint and/or lead based paint hazards on PROPERTY (list documents below).

_____ SELLER has no records or reports pertaining to lead based paint and/or lead based paint hazards on PROPERTY.

BUYER'S ACKNOWLEDGEMENT - PLEASE INITIAL

_____ (c) BUYER HAS RECEIVED COPIES OF ALL INFORMATION LISTED ABOVE

_____ (d) BUYER HAS RECEIVED THE PAMPHLET "Protect Your Family From Lead In Your Home"

_____ (e) BUYER HAS (check one below):

_____ Received a ten (10) day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection of the presence of lead based paint and/or lead based paint hazards; or

_____ Waived the opportunity to conduct a risk assessment or inspection for the presence of lead based paint and/or lead based paint hazards.

AGENT'S ACKNOWLEDGEMENT (IF APPLICABLE):

_____ (f) AGENT HAS INFORMED SELLER OF SELLER'S OBLIGATIONS UNDER 42 U.S.C. 4852d AND IS AWARE OF HIS OR HER RESPONSIBILITY TO ENSURE COMPLIANCE

CERTIFICATION OF ACCURACY:

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

SELLER 1 DATE

BUYER 1 DATE

SELLER 2 DATE

BUYER 2 DATE

AGENT 1 DATE

AGENT 2 DATE