

# Commercial Sale Contract

*This Agreement is intended for transactions involving the sale of commercial real estate and is not tailored for the sale of a business. If you have questions or do not understand its terms, consult your attorney signing.*

1 This Commercial Sale Agreement (“**Contract**”) is entered into by and between:  
2 \_\_\_\_\_ (“**Buyer**”) and the undersigned “**Seller**”.

3 **1. PROPERTY.** The Seller agrees to, and the Buyer agrees to acquire, the real property within the municipality of (if incorporated)  
4 \_\_\_\_\_ (If not specified, it is unincorporated and outside municipal limits) and referred to as:

5 \_\_\_\_\_ **MO** \_\_\_\_\_  
6 **Street Address** **City** **Zip Code** **County**

7  (Check box if legal description attached)

8 *If no legal description is provided, the description on the Seller’s vesting deed(s) shall control.*

9 The real estate, including all attached improvements and fixtures (unless expressly excluded below), along with all rights, privileges,  
10 easements appurtenant thereto, and any personal property item specifically included below, are collectively referred to as the  
11 **'Property'**.

12 **2. INCLUSIONS/EXCLUSIONS:** *Please note that this Agreement specifies what is included in the sale, and is not based on the*  
13 *Seller's Disclosure Statement, MLS, commercial listings, or any other promotional materials.*

14 The Property includes (but is not limited to) all of the following items (if any) on all the real estate, all of which the Seller warrants to  
15 convey to the Buyer free and clear at Closing: All buildings and structures, as well as all personal property utilized in the operation of  
16 such buildings, structures, or other improvements, including (if applicable) all equipment, machinery, apparatus, and appliances. This  
17 includes all systems related to mechanical, electrical, plumbing, heating, ventilation, air conditioning, gas, water, lighting, power,  
18 laundry, garbage disposal, fire prevention, elevators, antennas, and pools, along with fixtures and equipment, and all floor coverings,  
19 storm windows, doors, screens, awnings, and keys. **The Seller shall execute and deliver to the Buyer at Closing a bill of sale with a**  
20 **warranty of title for all included personal property.**

21 *To prevent any misunderstanding, either: 1) list below any item(s) that may be subject to question as 'Included' or 'Excluded;*  
22 *or 2)  Check the box if a separate list of Included/Excluded items is attached to this Agreement and made part of it.*

23 **Included** (e.g., offsite equipment or machinery, other tangible or intangible personal property, or proprietary information, such as  
24 business names or software): \_\_\_\_\_

25 **Excluded** (e.g., any item(s) reserved, leased or not owned by Seller): \_\_\_\_\_

26 \_\_\_\_\_  
27 The Property will be conveyed subject to the Permitted Exceptions (as defined in §6 below), including, but not limited to, the existing  
28 signage and billboard leases (subject to the Buyer’s review and approval rights outlined in §7 below): \_\_\_\_\_  
29 \_\_\_\_\_  
30 \_\_\_\_\_

### 31 **3. PURCHASE PRICE/EARNEST MONEY.**

32 The '**Purchase Price**' for the Property to be paid by the Buyer (subject to adjustments as outlined herein) is: \$ \_\_\_\_\_

33 The '**Seller Concessions**' (if applicable) to be credited by Seller at Closing (see §10) are (\$0 if none): \$ \_\_\_\_\_

34 The '**Earnest Money**' to be applied to the Purchase Price at Closing is (if applicable, complete below) \$ \_\_\_\_\_

35 Earnest Money shall be delivered by Buyer to \_\_\_\_\_ (“**Escrow Agent**”)  
36 no later than \_\_\_ days (5 days unless otherwise noted) after the Effective Date.

37 **If Earnest Money is not delivered to the Escrow Agent within the specified time, the Seller may terminate this Contract by**  
38 **providing Notice to the Buyer at any time before the Earnest Money is delivered to the Escrow Agent.**

39 *Note: If additional Earnest Money is to be provided at any time before Closing, or if any Earnest Money is to be considered non-*  
40 *refundable, attach the appropriate rider, such as MSC-2001R (Earnest Money Rider). Refer also to §8 below.*

41 The Escrow Agent shall confirm receipt and deposit of any Earnest Money upon request from any party and may retain any interest  
42 earned thereon. The Buyer shall pay the remaining balance of the Purchase Price, using any form of funds acceptable to the Closing  
43 Agent (**Funds**), at Closing.

44 **4. CLOSING.** Subject to the terms of this Contract, the sale will be closed (meaning the unconditional exchange of the Deed for the  
45 Purchase Price, along with all other documents and Funds required by this Contract, the 'Closing') at the office of (the Title Company  
46 identified in §6, unless otherwise specified) \_\_\_\_\_ (“**Closing Agent**”)

47 at \_\_\_\_\_, **MO** on \_\_\_\_\_, \_\_\_\_\_, 20\_\_\_\_ (the "**Closing Date**").

48 Specify Location

49 \_\_\_\_\_ Month

50 \_\_\_\_\_ Day

51 Possession and all keys will be handed over to the Buyer at Closing. **Brokers are not responsible for the delivery of keys. The Buyer is**  
52 **advised to change locks after possession and reset all codes and passwords to factory settings on any electronic systems or components**  
53 **at the Property.**

54 *Note: Attach a rider if possession is to be transferred other than Closing. The following are attached and incorporated into this*

55 **Contract as part agreement:** (check all that apply): COM-3000 (Commercial Lease Single Tenant); COM-3010 (Commercial Lease

Multi-Tenant); MSC-2080R (Possession by Buyer Prior to Closing); MSC-2090R (Possession by Seller After Closing);

MSC-2085R (Limited Purpose Entry by Buyer Prior to Closing).

56 Unless otherwise stated, the Seller guarantees that the Property will be unoccupied at the time of Closing (except for tenants with a  
57 lease or agreement disclosed and approved under this Contract), and that it will be delivered in its current state (including any  
58 necessary improvements or repairs outlined in this Contract), excluding normal wear and tear, and clear of any debris or personal  
59 belongings not specified above.

60  (Check if applicable) **The Property will remain tenant-occupied, and the Rental Property Rider (MSC-2035R) is attached**  
61 **and made part of this agreement.**

62 **5. APPRAISAL/FINANCING CONTINGENCIES.**

63  **A. Appraisal Contingency.** Only check this box if the Appraisal Contingency paragraph is meant to be applicable:

64 *Note: The loan approval process from a lender does not always involve a traditional appraisal. Various types of "appraisals" exist, and*  
65 *underwriting requirements may differ. The Buyer is strongly advised to carefully obtain an appraisal. If the Buyer's obligations under this*  
66 *Contract are independently contingent upon the Property appraising at the Purchase Price, check box A above and fill in the details*  
67 *below. The Buyer's obligations under this Contract are subject to the Property being appraised at no less than the Purchase Price, by an*  
68 *appraiser chosen by the Buyer or their lender, and licensed in the State of Missouri (the "Appraisal Contingency"). The Seller agrees to*  
69 *provide reasonable access to the Property during business hours for this purpose, upon advance notice from the Buyer. If the appraised*  
70 *value is lower than the Purchase Price, the Buyer may request a reduction in the Purchase Price (but not below the appraised value). If*  
71 *the Buyer wishes to exercise this Appraisal Contingency, the Buyer must submit a written request (along with a complete copy of the*  
72 *appraisal) to the Seller no later than \_\_\_ days (40 days if no period is specified) after the Effective Date. Note: The Appraisal Notice*  
73 *(Part A of MSC-2020N) can be used for this purpose. If the Buyer fails to provide the Appraisal Notice to the Seller within the required*  
74 *time, the Appraisal Contingency will be considered waived. If the parties do not come to a written agreement to lower the Purchase*  
75 *Price as requested within \_\_\_ days (5 days if none specified) after the Appraisal Notice is delivered to the Seller (the "Appraisal*  
76 *Resolution Deadline"), the Contract will automatically be terminated (with Earnest Money refunded to the Buyer, subject to §8),*  
77 *unless the Buyer waives the Appraisal Contingency by sending a Notice to the Seller before the Appraisal Resolution Deadline. Note:*  
78 *MSC-2020N (Part C) may also be used for this purpose. If the Purchase Price is lowered, the loan amount in the Buyer's financing*  
79 *contingency (if applicable) will be reduced accordingly.*

80 **B. Financing Contingency.** Check box 1, 2 or 3 below

81  **1. Not Contingent Upon Financing.** While not a requirement for performance, the Buyer has the option to obtain an appraisal and/or  
82 finance any portion of the Purchase Price.

83 (Also check the following if applicable):  A Pre-Approval Letter or Proof of Funds adequate to cover the Closing is included.

84  **2. Nonconventional.** If this box is selected, please complete and attach the relevant Rider:  Government Loan (MSC-2011R)   
85 Seller Financing & Disclosures (MSC-2012R)  Loan Assumption (MSC-2013R)  Other: \_\_\_\_\_.

86  **3. Conventional.** Buyer agrees to take all reasonable steps necessary, including completing a loan application, paying for a credit  
87 report, appraisal, and any other required fees, providing all necessary information to the lender, and cooperating to make a sincere  
88 effort to secure the financing outlined below. If the Buyer does not deliver a Notice from the Buyer's lender to the Seller regarding the  
89 Buyer's inability to secure a loan on the terms specified below by 5:00 p.m. on the date (the "**Loan Contingency Deadline**"), which is  
90 \_\_\_ days (45 if none stated) after the Effective Date, this contingency will be considered waived, and the Buyer's obligations under this  
91 Contract will no longer depend on obtaining financing or approval from the lender. However, if the lender does not provide such a Notice, the  
92 Buyer may directly notify the Seller (on or before the Loan Contingency Deadline) by submitting a notarized affidavit stating that the Buyer  
93 has fully complied with all terms of this paragraph and was unable to obtain the Notice from the lender despite making a reasonable request or  
94 good faith effort (See MSC-2010A "Buyer's Financing Contingency Affidavit" or MSC-2010B "Non-Individual Buyer's Financing  
95 Contingency Affidavit"). If the Buyer has followed the requirements of this subparagraph B.3 and timely notified the Seller of the inability to  
96 secure a loan on the terms outlined below, this Contract will automatically terminate, and the Earnest Money will be returned to the Buyer  
97 (subject to §8).

98 (Complete one or both) Loan amount: \_\_\_\_\_% of the Purchase Price, or \$ \_\_\_\_\_.

99 Initial interest rate not to exceed: \_\_\_\_\_%. Amortization term \_\_\_\_\_ years.

100 Rate Type (check one):  Adjustable  Other: \_\_\_\_\_

101 Other terms (N/A if blank): \_\_\_\_\_

102 If there is no appraisal contingency (i.e., if subpart A is not selected above) or the appraisal contingency has been waived or removed,  
103 then the failure of the Property to appraise at the Purchase Price will not provide grounds to invoke this contingency.

104 *Note: If the Loan Contingency Deadline expires without the Buyer terminating the agreement, the Buyer will still be bound by the*  
105 *terms of this Contract and must have the necessary funds available to complete the closing. A "loan commitment" or "preapproval"*  
106 *does not ensure that the Buyer's loan will be funded.*

107 **6. TITLE/SURVEY.** *Note: Any Title Fees paid by the Seller, as outlined below, are separate from "Seller Concessions" (see §10).*

108 The Seller agrees to transfer title to the Property, subject only to the Permitted Exceptions, as instructed by the Buyer, by (check one):

109  general warranty deed,  special warranty deed, or  other \_\_\_\_\_

110 (the "**Deed**"), properly executed and in recordable form.

111 Within \_\_\_ days (10 if not specified) after the Effective Date (check applicable box below):

112  **A.** Seller agrees to provide Buyer with a commitment (the "**Title Commitment**") for issuance of a current ALTA owner's title  
113 insurance policy, covering the full Purchase Price (the "**Owner's Policy**"), with all related **costs paid by Seller.**

114  **B.** Seller will provide Buyer a Title Commitment for issuance of an Owner's Policy, with cost shared equally (**50/50**).

115  **C.** Seller will provide Buyer with a Title Commitment at **Seller's expense**, for issuance of an Owner's Policy to be **paid by Buyer.**

116  **D.** Buyer may obtain a Title Commitment for issuance of an Owner's Policy, with all associated **costs borne by Buyer.**

117 The Title Commitment and Owner's Policy shall be issued by \_\_\_\_\_  
118 (the "Title Company"). Buyer may, at their own sole discretion, cost, and risk, obtain a survey of the Property ('Survey') to verify the  
119 legal description and identify any potential defects, encroachments, overlaps, boundary or acreage inconsistencies, or other unfavorable  
120 conditions that may be revealed. **Note:** *Not all surveys are the same. Buyer should consult with their lender and Title Company*  
121 *regarding specific survey requirements and the ability to provide full survey coverage and protection. MSC-2500 (Survey/Elevation*  
122 *Certificate Order Form) may be used to specify the type of survey or service Buyer selects and the company to perform it*  
123 Buyer has \_\_\_\_\_ a period of 20 days (or a different period if specified) to thoroughly review the Title Commitment upon receipt,  
124 including, but not limited to, all use restrictions, rights of way, easements, and any other recorded documents Buyer may wish to obtain  
125 (the 'Review Period'). Buyer must then promptly deliver a Notice to Seller of any objections to any matters listed or referenced in the  
126 Title Commitment and/or the Survey ('Objections'); provided, however, that if box 6D is checked, Buyer has a period of \_\_\_\_\_ days  
127 (20 days if no period is stated) after the Effective Date (which shall be considered the 'Review Period') to review all such matters and  
128 deliver Notice of any Objections to Seller. Note: MSC-2055N (Title & Survey Notice) may be used to assist in delivering any  
129 Objections.

130 If Buyer timely raises objections, Buyer must also provide Seller with a copy of the Survey and/or Title Commitment related to such  
131 Objections. Seller has \_\_\_\_\_ days (7 days if no period is specified) after receiving Buyer's Objections to agree in writing to correct  
132 them, at Seller's expense, prior to Closing. If Seller does not agree, this Contract will automatically terminate unless Buyer, within  
133 a \_\_\_\_\_ additional days (3 days if none is specified) after receiving Seller's response to Buyer's Objections, agrees in writing to accept  
134 the title without correction of the Objections. **Note: If Seller fails to respond to Buyer's Objections within the required time, Seller**  
135 **will be deemed to have refused to correct any Objections.** If the Contract is terminated under this Section, the Earnest Money will be  
136 refunded to Buyer (subject to §8). Seller is solely responsible for clearing any title exceptions that arise between the Effective Date and  
137 Closing. Any existing monetary lien (except a lien resulting from Buyer's actions, and any taxes or assessments to be prorated at  
138 Closing) may be paid from the Purchase Price proceeds. Subject to the foregoing, any item shown (or that could have been shown) on  
139 the Survey or Title Commitment for which Buyer does not timely deliver a Notice of Objection will be deemed waived, and together  
140 with all laws and zoning ordinances, will collectively be referred to as the 'Permitted Exceptions.' The Owner's Policy must include  
141 mechanic's lien coverage. Subject to any Seller Concessions (see §10), Buyer is solely responsible for the cost of any lender title  
142 insurance policy.

143 **7. INSPECTIONS/DUE DILLIGENCE.** Buyer may (subject to the conditions expressly outlined herein), at Buyer's discretion and  
144 expense, obtain written inspection reports ("**Reports**") from any qualified inspector, contractor, or consultant that Buyer or its lender  
145 may hire, regarding the Property as deemed necessary by Buyer or its lender. (**Note:** Buyer may use form COM-2045 Commercial  
146 Inspection Authorization to facilitate the inspection process), including but not limited to the condition or presence (if any) of:

* environmental hazards/mold;	153	well, sewer, septic and waste	159	systems and equipment,
* insurance cost/availability;	154	water treatment systems;	160	including appliances;
* termite and wood destroying	155	* roof and other	161	* heating and air conditioning
insect infestation/damage;	156	structural improvements;	162	systems and equipment;
* flues and gas lines;	157	* leaks and exterior drainage;	163	* soil condition reports; and
* plumbing, including water	158	* electrical and mechanical	164	* governmental inspections.

165 Seller shall, within \_\_\_\_\_ days (10 days if no period is specified) after the Effective Date, provide or make available to Buyer for  
166 review copies of records retained by Seller ("**Records**"), which are in Seller's possession or reasonable control and necessary for the  
167 use and occupancy of the Property, or that reflect the income or expenses of the Property (if any), including but not limited to:

* plans and drawings;	175	* books;	182	* financial records;
* specifications;	176	* computer records;	183	* permits;
* survey;	177	* reports;	184	* licenses;
* insurance reports;	178	* leases and other occupancy	185	* approvals;
* soil condition reports;	179	agreements;	186	* flood plain data;
* engineering reports;	180	* contracts;	187	* zoning regulations;
* environmental reports;	181	* rent rolls;	188	* general taxes;

189 and the subsequent documents from or on behalf of each tenant of the Property (select all that are relevant):

- 190  Estoppel Certificate;  
191  Subordination, Non-Disturbance, and Attornment Contract (refer to, for example, COM-3020);  
192  Other (Specify) \_\_\_\_\_.

193 The Seller agrees to allow the Buyer and/or the Buyer's lender, along with their representatives, to enter the Property during business  
194 hours, with prior notice to the Seller, in order to review the Records and conduct inspections within the Inspection Period. This  
195 permission is granted as long as the investigations do not interfere with the operation of the Property or the Seller's business, nor result  
196 in any permanent damage to the Property. The Buyer acknowledges that neither the Seller nor anyone acting on the Seller's behalf has  
197 made, nor do they make, any warranties, guarantees, or representations regarding the past, present, or future condition, income,  
198 expenses, operation, or any other material aspect related to the Property, except as specifically outlined in this Contract. The Records,  
199 results of any inspection or test, and the Reports and conclusions of the Buyer and the Buyer's representatives shall remain confidential  
200 and private (unless required by law) to the Buyer and their authorized representatives; provided that the Buyer may disclose such items  
201 to Buyer's attorney, accountants, lenders, and other parties reasonably necessary to enable the Buyer to evaluate the Property. The  
202 Buyer shall maintain, and shall require any contractor or consultant engaged by the Buyer or its lender to maintain, adequate insurance  
203 at all times while performing any inspection on the Property. The Buyer agrees to promptly repair any damage to the Property and to  
204 indemnify and hold the Seller harmless from and against all claims, costs, demands, and expenses, including, without limitation

205 buyer shall be responsible for reasonable legal fees and court expenses that arise due to any inspection of or entry onto the Property  
206 conducted by the Buyer or their representatives, and this responsibility will remain in effect even if this Contract is terminated.

207 Buyer must provide Seller notice identifying any unacceptable condition(s) in the Report(s) or Records ("**Inspection Notice**", see COM-  
208 2050) within \_\_\_ days after the Effective Date (30 days will apply if no timeframe is stated). This is the "Inspection Period. **Note:**  
209 **The Buyer may submit only one Inspection Notice during the Inspection Period.** If the Seller does not receive a written Inspection  
210 Notice by the end of the Inspection Period, the Buyer will be considered to have accepted the results of the inspection(s). If an  
211 Inspection Notice is submitted on time, it must indicate whether: (1) the Buyer is satisfied with all inspections; (2) there are  
212 unacceptable conditions to be addressed by the Seller (in a workmanlike manner and before the scheduled Closing Date, unless stated  
213 otherwise); or (3) the Buyer chooses to terminate the Contract and have the Earnest Money returned to them (subject to §8). Failing to  
214 conduct any inspection will be treated as a waiver and acceptance of any condition that may have been revealed by inspection.

215 If this Contract is not terminated as outlined above, the parties will have \_\_\_ days (14 days if no timeframe is specified) after Seller's  
216 receipt of the Inspection Notice (the "Resolution Period") to reach a written agreement on (a) who will complete and pay for correcting  
217 any unacceptable conditions; (b) a monetary adjustment at Closing instead; or (c) a resolution otherwise agreeable to the parties; or this  
218 Contract will automatically terminate, with Earnest Money returned to the Buyer (subject to §8). Either a written commitment by (a)  
219 Seller to fulfill all requirements originally submitted by Buyer in the Inspection Notice (at Seller's expense before the scheduled  
220 Closing Date); or (b) by Buyer to accept the Property without meeting any such requirement; (both scenarios referred to as a  
221 "**Capitulation**") will constitute an "agreement" for the purposes of this paragraph, even if earlier negotiations failed. Regardless of the  
222 Resolution Period timeframe stated above, if Seller responds by refusing to meet all items listed in an Inspection Notice from Buyer,  
223 and does not offer a counterproposal, this Contract will automatically terminate unless Buyer provides a Capitulation Notice to Seller  
224 within \_\_\_ days (2 if left blank) after Buyer's receipt of Seller's Response (or the parties reach a mutually acceptable written agreement  
225 beforehand, whichever occurs first, in writing, signed by both parties). **Note: A monetary adjustment may impact the terms of the  
226 Buyer's loan (such as down payment, interest rate, and private mortgage insurance) and could also influence the Buyer's ability to  
227 secure any required occupancy permit.**

228 **8. DISPOSITION OF EARNEST MONEY.** Notwithstanding any contrary provision herein, the Escrow Agent and/or Closing  
229 Agent (as applicable, "**Escrow Holder**") shall not release the Earnest Money or other funds held in escrow ("**Escrow Funds**") without  
230 the written consent of all parties to this Contract (signatures on the Closing Statement may serve as such consent). If no consent is  
231 given, Escrow Holder will retain the Escrow Funds in escrow until further instructions: (1) Escrow Holder may distribute the Escrow  
232 Funds only if: (1) there is a written agreement signed by all parties consenting to its release; (2) a civil action is filed to determine its  
233 disposition (including an interpleader filed by Escrow Holder), in which case the Escrow Funds may be paid into court, minus any  
234 attorney fees, court costs, and other legal expenses incurred by Escrow Holder; (3) a court order or final judgment dictates its release;  
235 or (4) as required by applicable law. A Broker holding any disputed Escrow Funds between the parties is required under §339.105.4  
236 RSMo to report and deliver the funds to the State Treasurer within 365 days of the initial projected Closing Date. The Escrow Holder is  
237 hereby authorized to report and deliver such funds to the State Treasurer at any time after sixty (60) days from the initial projected  
238 Closing Date (unless written consent from all parties is received as stated above). **Note: If the Escrow Holder is not a licensed real  
239 estate broker and requires a separate escrow agreement, those separate terms may override the terms of this Contract.** Whenever  
240 this Contract stipulates the return of Earnest Money to Buyer, Buyer agrees that any expenses incurred on their behalf may be withheld  
241 by the Escrow Holder and paid directly to the applicable service provider(s) or vendor(s), as reasonably deemed necessary for the  
242 transaction completion.

243 **9. LOSS/CONDEMNATION.** The Seller shall bear the risk of loss to improvements on the Property until Closing. The Seller  
244 agrees to maintain fire and extended coverage insurance (if applicable) on the Property, and to carry out ordinary and necessary  
245 maintenance, upkeep, and repairs through the Closing. If, prior to Closing, any portion of the Property is taken by eminent domain or if  
246 a condemnation proceeding is filed or threatened against any part of it (a "**Taking**"), if any part of the Property is destroyed or  
247 physically damaged through no fault of the Buyer, the Seller shall promptly notify the Buyer and indicate if they intend to restore the  
248 Property to its condition as of the Effective Date before the scheduled Closing Date. If the Seller restores the Property to its prior  
249 condition before Closing, the parties shall proceed to Closing as agreed. **Note: MSC-2510N (Property Damage Notice) and MSC-  
250 2520N (Taking Notice) may be used to provide Notice of any Property damage (or Taking) and any election made in connection  
251 therewith.**

252 If the Seller does not intend to return the Property to its previous condition before the agreed-upon Closing Date, the Seller must  
253 promptly provide the Buyer with: a copy of applicable insurance policies (or authorization to access them); contact information,  
254 including name and phone number, of each agent; written permission, if required, allowing the Buyer to communicate directly with the  
255 insurer; copies of correspondence with either the insurance company or condemning authority (as applicable); details of policy limits;  
256 and, if known, the anticipated amount of proceeds related to the damage or taking of the Property. The Buyer may then choose to: (1)  
257 move forward with the purchase and receive all applicable insurance proceeds and/or lawful compensation related to any physical  
258 damage to, or governmental taking of, the Property that are payable to the Seller. In this case, any payments previously received by the  
259 Seller (along with any insurance deductible not reimbursed, minus any actual and necessary expenses reasonably incurred) shall, at the  
260 Buyer's discretion, be applied as a credit toward the Purchase Price due at Closing, or (b) a credit to the Buyer at Closing, and the  
261 Seller shall transfer to the Buyer all remaining claims and rights related to or resulting from the casualty or Taking, including authority  
262 to pursue legal action in connection with it; or (2) cancel the Agreement, in which event all parties will be released from further  
263 obligations under this Agreement, and the Earnest Money shall be refunded to the Buyer (subject to Section 8). The Buyer must deliver  
264 Notice of their decision to proceed with Closing to the Seller within 10 days after receiving Notice of the Property Damage (or Taking,

265 may be) and the aforementioned information. Closing will be postponed accordingly if such information is not received by the Buyer  
266 more than 10 days before the scheduled Closing Date. The Seller shall not resolve any claim related to a Taking before Closing (or an  
267 earlier termination of this Agreement) without the Buyer's prior written consent, which will not be unreasonably withheld, conditioned,  
268 or delayed. If the Buyer fails to notify the Seller as required, it will be considered an election to cancel this Agreement. A cancellation  
269 does not constitute a default. This Section will survive the Closing.

270 **10. ADJUSTMENTS/CLOSING COSTS.** Adjustments, charges, and Closing costs will be paid by the parties, with sufficient  
271 funds available to meet their respective obligations as of the Closing date. These matters, along with the following prorations, will be  
272 detailed in a closing statement prepared by the Closing Agent and signed by both Buyer and Seller at or before Closing (the "**Closing**  
273 **Statement**"), along with any other documents required by this Agreement or typically required by the Closing Agent to finalize the  
274 Closing. The parties expressly authorize the involved Broker(s) to obtain and keep copies of both the Buyer's and Seller's Closing  
275 Statements as needed in accordance with 20 CSR 2250-8.150. *Note: The Buyer should always confirm instructions before*  
276 *transferring any funds via wire.*

277 **Buyer shall pay for (where applicable):**

- 278 (a) hazard insurance premium(s) from and after Closing;
- 279 (b) flood insurance premium if required by lender;
- 280 (c) fees for any Survey or appraisal ordered by or for Buyer;
- 281 (d) Title Company fees (e.g., Closing, recording, escrow, wire transfer, and closing protection letter fees) typically paid by a buyer in  
282 the County where the Property is situated;
- 283 (e) any lender fees (e.g., appraisal/credit report charges, loan discount points, loan origination/funding fees, and other loan-related  
284 expenses);
- 285 (f) any inspections ordered by or for Buyer;
- 286 (g) Additional taxes (such as Tax Increment Financing Districts, Community Improvement Districts, and Neighborhood Improvement  
287 Districts), subdivision fees, and other assessments imposed by property owner associations ("**Special Assessments**") after the Closing;
- 288 (h) The value of any heating oil or propane gas remaining in any tank at the Property (according to the supplier's current rates);
- 289 (i) agreed upon repairs;
- 290 (j) any fees for occupancy compliance permits from municipal, conservation, fire district, or governmental authorities; and
- 291 (k) any commission or other payment owed by the Buyer to the Broker(s).

292 **Seller shall pay for (where applicable):**

- 293 (a) current liens (both recorded and unrecorded) and existing loans on the Property (if not taken over by the Buyer);
- 294 (b) any Seller Concessions;
- 295 (c) Fees from the Title Company (such as closing, release, escrow, wire, and closing protection letter fees) typically paid by the seller  
296 in the County where the Property is situated;
- 297 (d) any necessary occupancy compliance inspection fees from municipal, conservation, fire district, or other governmental authorities;
- 298 (e) so-called "one-time" Special Assessments levied before Closing;
- 299 (f) agreed upon repairs; and
- 300 (g) any commission or other compensation due from Seller to the Broker(s).

302 **The parties will prorate and adjust amounts at Closing (using a 30-day month), with the Seller responsible for the day of**  
303 **Closing:**

- 304 (a) All existing profits, royalties, tolls, or earnings related to the Property ("**Income**"), with any Income overdue by more than 30 days  
305 to be collected by the Seller and not subject to adjustment. The Buyer shall, upon receipt, forward to the Seller any rents or Income  
306 received after Closing that relate to any period prior to Closing and for which no adjustment has been made, after deducting and  
307 crediting any amounts owed to the Buyer for periods following Closing;
- 308 (b) General taxes (based on the most recent assessment and rate, or otherwise based on the prior year);
- 309 (c) any portions of Special Assessments that are due and payable within the calendar year of Closing;
- 310 (d) maintenance assessments for the subdivision and the monthly association dues; and
- 311 (e) flat rate utility charges (including water, sewer and trash).

312 **Seller Concessions:** Notwithstanding the above, at (and only upon) Closing, the Seller shall contribute ("**Seller Concessions**") an  
313 amount up to, but not exceeding, the sum specified in §3 towards the Buyer's Closing costs, prepaids, inspections, lender fees, charges,  
314 and expenses, Title Commitment, Owner's Policy or lender title insurance policy fees ("**Title Fees**") paid by the Buyer, Buyer's broker  
315 fees, or any other expenses/fees related to the Closing, all subject to approval by the Buyer's lender (excluding any Title Fees paid by  
316 the Seller).

317 **11. BINDING EFFECT/ASSIGNABILITY/SECTION 1031 EXCHANGE.** This Agreement is binding upon and will benefit the  
318 parties and their respective heirs, successors, and permitted assigns. The Buyer may not assign this Agreement without the Seller's  
319 written consent if: (a) the Seller is receiving a note and deed of trust as part of the Purchase Price, or (b) the Buyer is assuming the  
320 existing note. Assignment does not relieve either party of their obligations under this Agreement. The parties acknowledge that the  
321 Buyer may wish to acquire, and/or the Seller may wish to sell, the Property as part of a like-kind exchange ("**Exchange**") under §1031  
322 of the Internal Revenue Code (the "**Code**"). Each party agrees to fully cooperate and collaborate with the other and its qualified  
323 intermediary/third-party facilitator regarding any such Exchange; however, in no event shall the Closing be delayed or impacted due to  
324 the Exchange, nor shall the completion of the Exchange be a condition precedent or subsequent to any party's obligations under this  
325 Agreement. No party shall be obligated, by this Agreement or by agreeing to an Exchange, to incur any additional costs or unforeseen

326 expense, or to acquire or hold title to any real property, for the purpose of completing an Exchange at the request of another party (the  
327 **“Requesting Party”**), or have its rights or obligations hereunder affected in any way, nor shall it be deemed to have warranted to the  
328 Requesting Party that such Exchange complies with the Code. A Requesting Party shall reimburse each other party for any cost or  
329 expense incurred by the non-requesting party in connection with the Exchange.

330 **12. ENTIRE AGREEMENT/MODIFICATION.** This Agreement and any rider or attachment hereto (*if applicable*) represent the  
331 complete understanding between the parties regarding the Property. No other agreements, whether written or oral, exist related to the  
332 subject matter herein. This Agreement may not be altered, modified, or amended, either in whole or in part, except through a written  
333 document signed by all parties involved.

334 **13. DEFAULT/REMEDIES.** If either party fails to perform any obligation under this Agreement, the party alleging a default shall  
335 notify the other party in writing, specifying the nature of the default and the remedy being sought. The notifying party may, but is not  
336 obligated to, give the defaulting party a deadline to cure the default. After a default by either the Seller or the Buyer, the non-defaulting  
337 party shall have the following remedies:

338 **A. Seller Defaults.** If Seller defaults, Buyer may: (1) specifically enforce this Contract and recover damages suffered by  
339 Buyer as a result of the delay in the acquisition of the Property; (2) terminate this Agreement by providing Notice to the Seller, and  
340 agree to release the Seller from liability upon the Seller’s release of the Earnest Money and reimbursement to the Buyer for all costs  
341 and expenses incurred by the Buyer (which must be specified in the Buyer’s Notice of default) as liquidated damages and as the  
342 Buyer’s sole remedy (with the parties acknowledging that it would be difficult to determine the amount of damages caused by the  
343 Seller’s breach, and that the return of the Earnest Money plus costs and expenses incurred by the Buyer is a fair approximation of such  
344 damages the parties can reasonably determine at this time); or (3) pursue any other remedy or damages available at law or in equity. If  
345 the Buyer elects to terminate this Agreement, the Earnest Money, minus any expenses incurred by or on behalf of the Buyer, shall be  
346 returned to the Buyer (subject to §8). The Buyer’s release of the Seller shall not relieve the Seller’s liability (if any) to the Broker  
347 assisting the Seller under any listing or other brokerage service agreement between them.

348 **B. Buyer Defaults.** If Buyer defaults, Seller may: (1) specifically enforce this Contract and recover damages suffered by  
349 Seller as a result of the delay in the sale of the Property; (2) terminate this Agreement by providing Notice to the Buyer, and (subject to  
350 §8) retain the Earnest Money as liquidated damages and as the Seller’s sole remedy (with the parties recognizing that it would be  
351 difficult to determine the extent of damages caused by the Buyer’s breach, and that the Earnest Money represents a fair approximation  
352 of such damages the parties can reasonably determine at this time); or (3) pursue any other remedy or damages available at law or in  
353 equity. If the Earnest Money is retained by the Seller as liquidated damages, any right or interest of the Broker assisting the Seller with  
354 respect thereto shall be as outlined in the listing or other brokerage service agreement between them.

355 **14. PREVAILING PARTY.** In the event of any litigation between the parties related to this Agreement, the prevailing party shall be  
356 entitled to recover, in addition to any damages or equitable relief, the costs and expenses of litigation, including court costs and  
357 reasonable attorney fees. The provisions of this Section shall survive the Closing or any termination of this Agreement.

358 **15. SELLER’S DISCLOSURE STATEMENT.** (*check one*)

359  **A.** The Buyer confirms that, prior to signing this offer to purchase, the Buyer received a Seller’s Disclosure Statement for the  
360 Property. The Seller’s Disclosure Statement is not a substitute for any inspection the Buyer may wish to conduct. The Buyer is advised  
361 to address any concerns regarding the information in the Seller’s Disclosure Statement by using contingencies under this Agreement.

362  **B.** The Seller agrees to provide the Buyer with a Seller’s Disclosure Statement within \_\_\_\_\_ days after the Effective Date.  
363 Buyer has \_\_\_ days (*3 if left blank*) after delivery of the Disclosure Statement to review it and deliver Notice to the Seller if this Agreement  
364 is to be terminated, (with Earnest Money to be returned to Buyer, subject to §8). If the Buyer does not timely deliver Notice of termination  
365 to the Seller, then the Buyer shall be deemed to have accepted the Disclosure Statement without objection.

366  **C.** No Seller’s Disclosure Statement will be provided by the Seller.

367  
368 **The Seller confirms that the information in the Seller’s Disclosure Statement (*if any*) is (or will be when delivered) accurate, to**  
369 **the best of the Seller’s knowledge. The Seller will promptly disclose in writing to the Buyer any new information regarding the**  
370 **Property that is discovered by or made known to the Seller prior to Closing and constitutes an adverse material fact or would**  
371 **make any existing information in the Seller’s Disclosure Statement false or materially misleading.**

372 **16. LEAD-BASED PAINT DISCLOSURE.** If required by law, the Seller has provided a Disclosure of Information on Lead-Based  
373 Paint and/or Lead-Based Paint Hazards form.

374 **17. WALK-THROUGHS/UTILITIES.** The Buyer, its representatives, and any inspector whose report prompted a request for  
375 repairs, shall each have the right to enter and "walk-through" the Property to verify its condition upon reasonable advance Notice from  
376 the Buyer prior to Closing. "Walk-throughs" are not for the purpose of conducting a new inspection, but only for the Buyer to confirm  
377 that: (1) the Property is in the same general condition as it was on the Effective Date; and (2) Any necessary or agreed repairs must be  
378 completed in a professional manner. *Note: Form MSC-2600N (Walk-Through Notice) can be used for this purpose.*

379 Waiving an inspection does not eliminate the right to conduct a final walk-through. Closing does not release Seller from the  
380 responsibility to complete repairs agreed to or required under this Contract. Seller is responsible, at their expense, for ensuring utilities  
stay active through Closing (unless they have already been transferred to Buyer).

381 **18. SIGNATURES.** This Agreement may be signed in multiple counterparts or copies, each considered an original, but together  
382 forming one unified legal document. For the purposes of signing, modifying, or delivering any formal Notice under this Agreement, the  
383 use of an approved form or other written document—executed and sent through any reliable electronic means recognized under the  
384 Missouri Uniform Electronic Transactions Act—shall be regarded as an original. This includes, but is not limited to, transmission via  
385 fax machine, digital signature, or scanned image (such as a PDF sent by email).

386 **19. GOVERNING LAW/CONSTRUCTION.** This Agreement will be interpreted in accordance with the laws of the State of  
387 Missouri, including the obligation to act in good faith. The terms "**Buyer**" and "**Seller**" may be used in singular or plural form, and may  
388 refer to any gender—masculine, feminine, or neutral—as indicated by the signatures below. Headings throughout this Contract are  
389 included for convenience only and shall not be considered as altering, limiting, or clarifying any terms within this Agreement. If any  
390 part of this Contract is found to be invalid, unlawful, or unenforceable for any reason, such a finding shall not result in the termination of this  
391 Agreement or impact the validity of the remaining terms and conditions in any way. Instead, this Contract shall remain fully effective and  
392 legally enforceable to the maximum extent allowed by applicable law, and will be interpreted as though the invalid, illegal, or unenforceable  
393 provision had never been included within this Agreement. However, that provision may still be referenced, if necessary, to help determine the  
394 original intent and understanding of the parties involved.

395 **20. NOTICES.** Any notice, consent, approval, request, waiver, objection, or communication (collectively "**Notice**") required under  
396 this Agreement (after acceptance) to be provided to the Seller must be in writing and will be considered delivered to the Seller once  
397 delivered to the Broker (or any affiliated licensee) assisting the Seller, whether as a limited agent, designated agent, dual agent, or  
398 transaction broker. Similarly, any Notice to be delivered to the Buyer must be in writing and will be considered delivered to the Buyer  
399 upon delivery to the Broker (or any affiliated licensee) assisting the Buyer, whether acting as a limited agent, designated agent, dual  
400 agent, transaction broker, or the Seller's subagent. Refusal to accept a valid Notice shall be considered as effective receipt of the Notice  
401 by the Buyer.

402 **21. RIDERS.** Along with any other Riders that have been indicated as included, the following are also attached and incorporated into  
403 this Agreement as part of the Contract: *(check and specify the form number and title for all)*

404  \_\_\_\_\_  \_\_\_\_\_  
405  \_\_\_\_\_  \_\_\_\_\_

406 *Note: This Agreement is intended for use with completed construction. If it is to be used for new construction, a suitable rider should*  
407 *be attached, covering aspects such as approval of final plans, selection of available options, procedures for submitting change orders,*  
408 *completion deadlines and penalties for failure to meet them, inspections, construction loan disbursements, warranties, and any other*  
409 *relevant details specific to your situation.*

410 **22. SPECIAL AGREEMENTS.** *(complete only if applicable)*  
411 \_\_\_\_\_  
412 \_\_\_\_\_  
413 \_\_\_\_\_  
414 \_\_\_\_\_  
415 \_\_\_\_\_  
416 \_\_\_\_\_

417 **23. LICENSEE PERSONAL INTEREST DISCLOSURE.** *(complete only if applicable)*  
418 \_\_\_\_\_ *(insert licensee name)*  
419 is a real estate broker or salesperson, and is *(check one or more, as applicable)*:

420  a party to this transaction;  
421  a principal of and/or has a direct or indirect ownership interest in  Seller  Buyer; and/or  
422  an immediate family member of  Seller  Buyer. *Specify:* \_\_\_\_\_

423 **24. SOURCE(S) OF BROKER(S) COMPENSATION.** *(check one or more boxes below as applicable)*  
424  Seller  Buyer *(Note: The actual compensation will be determined based on the relevant brokerage service agreements or as*  
425 *otherwise negotiated in this Contract).*

426 *(check only if applicable)*  The Buyer is requesting that the Seller pay compensation (from the sale proceeds) to, or that the Listing  
427 Broker shares compensation with, the Broker assisting the Buyer at Closing. *Note: Form MSC-4025R, "Compensation Agreement*  
428 *Rider," can be used for this purpose.*

429 Both the Seller and the Buyer hereby represent and warrant to each other and to the Broker(s) that the Broker(s) listed in the Brokerage  
430 Relationship Section below are the sole real estate broker(s) involved in this transaction.

431 **25. BROKERAGE RELATIONSHIP.** The Buyer and Seller confirm that the undersigned licensee(s) fully disclosed their  
432 brokerage relationship as required by law, no later than the first property showing, first contact, or any change in their professional  
433 relationship.

434 **Licensee assisting Buyer is a:** *(Check appropriate boxes)*  
435  **Buyer's Limited Agent** (acting on behalf of Buyer)  
436  **Seller's Limited Agent** (acting on behalf of Seller)  
437  **Dual Agent** (acting on behalf of both Buyer & Seller)  
438  **Transaction Broker Assisting Buyer** (not acting on behalf  
439 of either Buyer or Seller)  
440  **Subagent of Seller** (acting on behalf of Seller)  
441  *(Also check here if serving as a designated agent)*

442 **Licensee assisting Seller is a:** *(Check appropriate boxes)*  
443  **Seller's Limited Agent** (acting on behalf of Seller)  
444  **Buyer's Limited Agent** (acting on behalf of Buyer)  
445  **Dual Agent** (acting on behalf of both Seller & Buyer)  
446  **Transaction Broker Assisting Seller** (not acting on behalf of  
447 either Seller or Buyer)  
448  *(Also check here if serving as a designated agent)*

449 By signing below, the licensee(s) acknowledge providing prompt disclosure of their brokerage relationship to the relevant parties.

450 \_\_\_\_\_  
451 **Broker's Firm Assisting Buyer**  
452 Broker's Firm State License # \_\_\_\_\_  
453 By *(Signature)* \_\_\_\_\_  
454 Licensee's Printed Name: \_\_\_\_\_  
455 Licensee's State License # \_\_\_\_\_  
456 Date: \_\_\_\_\_

\_\_\_\_\_ **Broker's Firm Assisting Seller**  
Broker's Firm State License # \_\_\_\_\_  
By *(Signature)* \_\_\_\_\_  
Licensee's Printed Name: \_\_\_\_\_  
Licensee's State License # \_\_\_\_\_  
Date: \_\_\_\_\_

457 **26. FRANCHISE DISCLOSURE/BROKERS ROLE.** Even though one or more of the Brokers may be affiliated with a franchise, the  
458 franchisor is not accountable for the actions of the Broker(s). The Buyer (along with all real estate licensees involved, including the  
459 broker(s) assisting the Buyer and/or Seller and their respective licensees as listed in §25 above, collectively referred to as the "Brokers")  
460 may be present at any time during access to the Property. The Brokers' presence at the Property is solely for assisting with the coordination  
461 of and adherence to the terms of this Contract, and should not be interpreted as implying that the Brokers possess special knowledge or  
462 understanding of the outcomes. The parties will rely solely on results provided by the appropriate expert(s) and acknowledge that Brokers  
463 have no expertise or responsibility in analyzing or interpreting those results. The parties will not rely on the Brokers for the selection or  
464 engagement of any specific company to serve as a lender, appraiser, title company, surveyor, or for any inspection/repair, warranty,  
465 settlement, or other service ("**Service Provider**"). Such services may be provided by multiple companies, and the decision to select and  
466 engage a specific Service Provider is solely up to the parties as agreed upon herein. The parties should consider, but not be limited to, factors  
467 such as errors and omissions insurance, liability insurance, business and professional licensure, membership in professional associations, and  
468 years of experience.

469 *Note: Under Missouri law, Brokers are not liable for statements made by engineers, land surveyors, geologists, environmental hazard*  
470 *experts, wood-destroying inspection and control experts, termite inspectors, mortgage brokers, home inspectors, or other home*  
471 *inspection experts unless: (1) the statement was made by someone employed by the Broker; (2) the person making the statement was*  
472 *selected and engaged by the Broker; or (3) the Broker knew prior to Closing that the statement was false (or acted with reckless*  
473 *disregard as to whether the statement was true or false). A Broker shall not be the subject of any action, nor shall any action be initiated*  
474 *against a Broker for any information in a Seller disclosure provided to the Buyer, unless the Broker is a signatory to the disclosure, knew*  
475 *prior to Closing that the statement was false, or acted with reckless disregard as to whether it was true or false. Acting as a courier of*  
476 *documents shall not be considered as making any statement contained in those documents.*

477 **27. SALES INFORMATION.** Seller and Buyer hereby grant permission for the Broker(s) to provide, effective as of and after the  
478 Closing, sales information related to this transaction, including the Purchase Price and Property address, to any multiple listing service,  
479 local Association or Board of Real Estate, its members, member prospects, appraisers, and other professional users of real estate data.

480 **28. FIRPTA.** Seller affirms they are not a foreign person as defined by the Foreign Investment in Real Property Tax Act (26 U.S.C.  
481 §1445) and agrees to provide a certificate at Closing confirming this status, including the tax ID number. If Seller is a foreign person,  
482 Buyer is responsible for complying with applicable FIRPTA withholding and reporting requirements. Any amount required to be  
483 withheld to meet FIRPTA obligations shall be taken solely from the net proceeds due to Seller. If the net proceeds are insufficient to  
484 cover the FIRPTA requirements, Seller shall provide the Closing Agent, as a condition to Closing, the additional funds needed to fulfill  
485 the applicable withholding. The parties are encouraged to seek independent tax advice and legal counsel regarding FIRPTA and any  
486 other tax-related matters.

487 **29. ANTI-TERRORISM.** Each party hereby represents and warrants to the other party and to the Broker(s) that they are not, and  
488 are not acting, directly or indirectly, for or on behalf of any person or entity listed as a Specially Designated National and Blocked  
489 Person (as defined in Presidential Executive Order 13224), or any individual or entity with whom doing business is strictly prohibited  
490 under applicable anti-terrorism laws.

491 **30. ACCEPTANCE DEADLINE/EFFECTIVE DATE.** Buyer's offer to purchase the Property shall automatically expire if  
492 Seller has not accepted it by \_\_\_\_\_m., on \_\_\_\_\_ (the "Acceptance Deadline"). This offer may be  
493 accepted by: (1) Seller signing it; and (2) providing timely and proper notice of such acceptance (which may be delivered orally or in  
494 writing) to Buyer or to the licensee assisting Buyer, on or before the stated Acceptance Deadline. At that point, this Contract will  
495 become valid and legally binding. The "Effective Date" of this Contract shall be the date written next to the signature of the last party  
496 to sign.

497 **31. TIME IS OF THE ESSENCE. Time is essential in fulfilling the parties' obligations under this Contract.**  
498 All references to a specified time shall mean Central Time. A "day" is defined as a 24-hour calendar day, seven days per week,  
499 including weekends and holidays.

500  Check the box if additional signatures are required and attach the Additional Signature Page (MSC-5070).

502 **SELLER ACCEPTS OFFER (Sign Below)**

503 \_\_\_\_\_  
504 **BUYER** **Date** **SELLER** **Date and Time**  
505 Printed Name: \_\_\_\_\_ Printed Name: \_\_\_\_\_

506 \_\_\_\_\_  
507 **BUYER** **Date** **SELLER** **Date and Time**  
508 Printed Name: \_\_\_\_\_ Printed Name: \_\_\_\_\_

509 *If signing on behalf of a trust or other legal entity,*  
510 *please print its name and your title below:*

511 \_\_\_\_\_

512 Printed Entity Name: \_\_\_\_\_

513 Title(s): \_\_\_\_\_

509 *If signing on behalf of a trust or other legal entity,*  
510 *please print its name and your title below:*

511 \_\_\_\_\_

512 Printed Entity Name: \_\_\_\_\_

513 Title(s): \_\_\_\_\_

514 **SELLER REJECTS OFFER (Initial) \_\_\_\_\_**

515 **SELLER COUNTER-OFFERS (Initial) \_\_\_\_\_**  
516 Counter Offer form MSC-2040, which amends the terms of  
517 this offer, is attached and incorporated into this Contract