NEW HOMES SALE CONTRACT
(Not to be used as a Cost Plus Contract Or Construction to Perm Financing Contract)

THIS CONTRACT is made between: (Enter the names and specify the **marital status of the parties**. If the Seller's name is left blank, the Licensee assisting the Seller must add the Seller's name before presenting it to them.)

SELLER:____
____

BUYER: ____
____

☐ **Bank-Owned Property (check if applicable):** If the property is bank-owned and the current titled owner is unknown at the time this Contract becomes effective, both BUYER and SELLER agree that the SELLER's name will be updated to reflect what is stated in the Deed at Closing, and this will be included by reference in the Contract, as well as in any amendments or addenda. The SELLER guarantees they have the full authority to sign and fulfill the terms of this Contract on behalf of the titled owner of record.

PROPERTY, CONSTRUCTION, ADDENDA, DESCRIPTIONS AND CONDITIONS

1. PROPERTY. In exchange for the mutual agreements and promises made herein, and subject to the conditions outlined, the SELLER agrees to sell, and the BUYER agrees to purchase, the real estate described below (the Property), upon which a residential dwelling (the Home) will be built or finished

____
Street Address **City** **State** **Zip**
____

County

LEGAL DESCRIPTION: (As described below)
____
____

2. CONSTRUCTION OF HOME. The SELLER will finish the construction of the Home as outlined below.
(Check applicable boxes)

a. ☐ The plans and specifications (if available) prepared by ________________________________,
number_____________, last dated ______________________, or:
☐ Plans (the "Plans") ☐ Specifications ☐ Drawings ☐ Allowance sheets

b. ☐ Substantially the same specifications, standards and materials as for the model or existing dwelling unit located at ____
(excluding: optional features, wallpaper, window treatments, decorative features and furnishings) except as modified in separate specification and allowance addendum.

c. ☐ Plans and drawings do not apply (BUYER is acquiring an existing or fully constructed home). Subsurface Conditions section is not applicable.

d. The BUYER has been notified that, according to Missouri law, they have the option to decide whether to install a fire sprinkler system in the home at their own cost.
The BUYER has chosen to:

☐ To have a fire sprinkler system installed
☐ NOT to have a fire sprinkler system installed

e. Additional Terms and Conditions, if any.____

____

____

____

____

3. AMENDMENTS/COMPLETE AGREEMENT. This agreement, along with the attached addenda listed below, represents the full and complete understanding (the “Agreement”) between the parties and replaces any prior agreements, whether oral or written, concerning the Property. Any changes, additions, or termination of this Agreement must be made in writing and signed by both parties. If consent from a party is required under this Agreement, that party will not unreasonably withhold or delay their approval. Change Orders may be signed by one of the BUYERS.

The following are included in this Contract and provided to the BUYER.
(Check applicable boxes)

☐ Contingency for Sale of Buyer’s Property Add.
☐ Plans, Specifications and/or Exhibits
☐ Homeowner’s Association Documents
☐ Covenants/Restrictions
☐ Pricing Calculation Addendum
☐ Allowances Addendum
☐ Kansas Energy Efficiency Disclosure
☐ Other__________________________________

☐ Other__________________________________
☐ Other__________________________________
☐ Other__________________________________
☐ Other__________________________________
☐ Other__________________________________
☐ Other__________________________________
☐ Other__________________________________
☐ Other__________________________________

4. DETAILS AND TERMS.

a. Assignment. Neither the SELLER nor the BUYER may transfer this Contract to another party without obtaining prior written consent from the other party.

This Contract shall be binding upon the parties involved, as well as their heirs, personal representatives, successors, and authorized assigns.

This Contract shall be interpreted, regulated, and enforced in accordance with the laws of the state where the Property is situated

b. Parties. This is an agreement between the SELLER and the BUYER. If either the SELLER or the BUYER refers to more than one person, the terms "SELLER" or "BUYER" will be interpreted as "SELLERS" or "BUYERS" when the context of the Contract necessitates.

Unless specifically designated as the SELLER or BUYER, the Listing Broker, any Cooperating Broker, and their Agents (collectively referred to as "Broker"), as well as any Escrow or Closing Agent, are acting solely in an agency capacity and are not considered parties to this Contract. The Broker representing the buyer shall be a designated third-party beneficiary of Section 16.i.1 of this Contract and shall have the right to independently enforce this provision against the SELLER .

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

☐ SELLER and/or BUYER is a licensed real estate broker or salesperson.

(Check applicable boxes)

☐ SELLER licensed in: ☐ MO ☐ KS ☐Other ______________________

☐ BUYER licensed in: ☐ MO ☐ KS ☐Other _____________________

☐ Licensee assisting SELLER is an immediate family member of: *(check applicable boxes)*

☐ SELLER ☐ BUYER

☐ Licensee assisting BUYER is an immediate family member of: *(check applicable boxes)*

☐ SELLER ☐ BUYER

c. Notices. Any notice or communication required or allowed under this Contract may be delivered in person, via fax, postal mail, courier, or email to the address specified in this Agreement, or to any other address or contact information provided in writing by either party.

Any notice or communication will be considered received on the date and time it is delivered. Delivery to or acknowledgment by the Licensee representing the BUYER will be deemed as receipt by the BUYER, and delivery to or acknowledgment by the Licensee representing the SELLER will be considered receipt by the SELLER.

d. Representations. It is understood that the Broker and any Escrow Agent are acting solely as agents and are not liable to either party for fulfilling any terms or conditions of this Contract or for any damages resulting from non-performance.

The BUYER understands that the model homes, including but not limited to the furniture, appliances, finishes, landscaping, and other elements within, are solely for demonstration purposes and may not be part of this agreement.

The developer of the neighborhood where the Property is situated is not a participant in this Agreement and will not be held accountable or liable for any actions or failures to act under this Contract.

e. Effective Date. The **Effective Date** shall be the date when the last party signs this **Agreement** or a **Counter Offer Addendum**, indicating final acceptance.

f. Time is a critical factor. Timeliness is crucial for the fulfillment of the parties' obligations under this Agreement. Unless specified as "banking days" or "business days," a "day" refers to a full 24-hour calendar Day, seven (7) **days** a week. 137

g. Digital transaction. All parties acknowledge that this transaction may be carried out through electronic methods, such as email, in accordance with the Uniform Electronic Transaction Act as implemented in Kansas and Missouri.

h. Cyber Awareness. Since you are participating in a real estate transaction involving the transfer of funds, you could be at risk of cybercrime. Always verify with the closer directly before sending any money.

5. GROUND CONDITIONS BENEATH THE SURFACE. This paragraph addresses subsurface conditions that may not be immediately observable and are outside the scope of typical excavation. It is advised that the BUYER conducts any relevant tests related to subsurface conditions to help minimize the potential for unforeseen costs. The be BUYER will responsible for covering the expenses of all such inspections.

The stated Purchase Price is based on the assumption that no rock, shale, or other subsurface obstacles will be encountered during excavation or trenching. It also assumes there are no underground issues such as natural springs, water flow, unstable ground, or expansive soils on the Property. If any such conditions are discovered, the SELLER agrees to promptly inform the BUYER in writing and provide an estimate of the additional costs required to address the issues. The SELLER's excavation allowance is included in the Purchase Price and is $__________.

Extra costs beyond the SELLER'S allowance will be paid as outlined below: BUYER will pay the first $ ______________ and SELLER will pay the next $_______________. SELLER will provide written documentation of any such overages. Any additional overages will be handled as the following: ______% paid by BUYER and ______% paid by SELLER (split 50/50 if left blank).

6. **PREPARING THE SITE.** This section pertains to the costs associated with preparing the home for this particular lot. These costs may include, but are not limited to: removing trees, building retaining walls, bringing in and transporting fill material, complying with developer mandates (such as specific roofing, siding, or landscaping), conditions related to walkout or daylight basements, extra foundation-related expenses, utility setup, site grading, drainage Work, city sidewalk installation, larger driveways, and similar items.

SELLER has examined the engineered site plan before beginning construction and has included a site preparation allowance of $___________as part of the Purchase Price.

Any Site Prep costs over the SELLER'S allowance will be paid as follows: BUYER will pay the first $_________and SELLER will pay the next $________. Seller will provide written documentation of any such overages. Any additional overages will be handled as follows: ______% paid by BUYER and % paid by SELLER (split 50/50 if left blank).

7. **PLANS AND CHANGE ORDERS.** The BUYER may submit a written request using the SELLER'S Change Order form to propose additions, deletions, substitutions, or modifications to the Plans. If both BUYER and SELLER agree, terms of this Contract will apply to those changes as though they were part of the original Plans. **The Change order form must clearly outline all modifications and any potential delays to the Closing Date, if applicable**.

Any changes will be reflected in the Change Order Form by either adjusting the Purchase Price or requiring a Cash Payment for the changes, if applicable; **cash payments will be NON-REFUNDABLE**.

The BUYER will not make any verbal Change Order requests. The BUYER agrees not to issue any Change Orders directly to the SELLER'S subcontractors or suppliers without the SELLER'S prior written approval.

8. **MATERIALS**. The materials chosen by the BUYER for the Home, including any allowances, must be sourced from the SELLER's current supplier, be ready for immediate installation, and installed by the SELLER or their employees, agents, contractors, or subcontractors. Any exceptions to this must be agreed upon in writing by both the BUYER and SELLER through Change Orders.

BUYER will make their selections in writing using the SELLER's designated form for any optional colors, styles, or materials offered by the SELLER, at the time and location specified by the SELLER.

If the BUYER does not complete all necessary selections within ten (10) calendar days of the SELLER'S request, the SELLER may proceed with making selections that align with the plans and specifications.

9. **BUDGETS, ADJUSTMENTS, AND EXCESS CHARGES.** It is understood and agreed that if the BUYER exceeds the SELLER'S allowances, any overages will be paid directly to the SELLER or supplier at the time of the BUYER's selection. These payments are non-refundable to the BUYER unless the SELLER fails to close as outlined in the terms of this Contract.

If the BUYER's selections are below the SELLER'S allowances, the BUYER may use the difference towards another allowance or receive a credit at Closing, provided this is allowed by the BUYER'S Lender. The BUYER understands that the landscaping allowance cannot be credited, and landscaping must be installed.

10. **STATEMENTS.** The BUYER understands that the title to the Property will be subject to any Declarations and/or Restrictions imposed by the Homeowner's Association.

11. **LOCATION OF STRUCTURES**. Following discussions with the BUYER, the SELLER retains the right to make the final decision regarding the placement of the Home on the lot, the elevation of the driveway, the number of steps leading to the Home, the garage, and from the driveway to the front entrance.

The final determination regarding the placement of the Home on the lot, exterior paint or stucco colors, as well as specific building materials and other construction-related matters, is subject to approval by the Homeowner's Association and/or the developer. These declarations and their terms will not serve as grounds for any objections to the title.

12. DRAINAGE. Unless specifically stated otherwise in the Plans, the Purchase Price includes a drainage system consisting only of grading the Property according to the approved overall grading plans for the development, along with the installation of gutters, downspouts, and splash blocks.

If additional grading, drains, or other installations are needed to ensure proper drainage of the Property (even after Closing), or if the grading according to the developer's plans is unfeasible or ineffective due to grading by other parties on adjacent properties, the SELLER will inform the BUYER of such conditions. If this happens before Closing, the Purchase Price will automatically be adjusted to reflect the SELLER'S additional out-of-pocket expenses. If this occurs after Closing, the BUYER will be responsible for covering these additional costs.

13. MODIFICATIONS IN GOVERNMENT REGULATIONS. The Purchase Price is based on the assumption that, after the Effective Date of this Contract, the current building codes, enforcement policies, permit requirements, and associated fees (including, but not limited to, mandatory government financing fees) will remain in effect, along with with applicable government and utility regulations.

If any changes to these matters take effect after the Effective Date of this Contract and impact the costs of the Home, the SELLER will inform the BUYER. The Purchase Price will then be automatically adjusted, increasing or decreasing by the amount of the SELLER'S additional out-of-pocket expenses related to the change.

14. GUARANTEE AND SUPPORT PROGRAMS. The SELLER will transfer to the BUYER any warranties provided to the SELLER by suppliers of appliances, machinery, equipment, plants, sod, trees, and other materials integrated into the Property.

The SELLER makes no warranties except for the specific limited warranties expressly outlined or referenced in this contract.

SELLER denies any responsibility, and the BUYER, fully aware of the implications, voluntarily waives all warranties, both express and implied, that are not specifically stated or referenced in this agreement. This includes, but is not limited to, any implied warranty of habitability, merchantability, or suitability for a particular use, as a result of the negotiations and discussions leading to this contract.

The limited warranties outlined or mentioned in this agreement do not extend to personal injury, damage to personal belongings, or indirect damages, unless mandated by applicable state law.

BUYER acknowledges that the Broker has not provided any statements or guarantees regarding the Property.

Despite any warranty provisions to the contrary, the BUYER agrees not to anticipate or require perfection, and the SELLER will not be held liable, responsible, or obligated to make repairs or replacements:

a. Minor imperfections in workmanship or materials, which the BUYER acknowledges as normal and expected, or defects resulting from the inherent characteristics of the materials when used correctly;
b. Shrinkage or cracking in woodwork, doors, and hardwood floors (the BUYER understands that wood naturally expands and contracts);
c. Yellowing or discoloration of materials due to sunlight exposure, lack of sunlight, cleaning products, or other factors;
d. Deterioration of concrete or other materials, or color variations in concrete caused by weather conditions, salt, chemicals, or other substances;
e. Any work performed or materials provided:
1. By any third party that the BUYER directs the SELLER to contract with, whom the SELLER would not have otherwise contracted with;
2. By the BUYER or anyone hired by the BUYER (excluding the SELLER);
3. Following any plans provided or required by the BUYER that have not been approved by the SELLER; or
4. According to the standards for residential construction in the area where the Property is situated;

f. Any septic systems, hot tubs, swimming pools, and associated installations;

g. Any defects to the extent caused or worsened by:

1. Negligence, improper upkeep, misuse, or incorrect operation by anyone other than the SELLER, its employees, agents, suppliers, or subcontractors;
2. The BUYER's failure to perform routine maintenance or properly care for the Property, including, but not limited to, maintaining appropriate humidity levels;
3. The BUYER's failure to promptly notify the SELLER of the defect after discovering it; or
4. Any modifications or changes made by anyone other than the SELLER, its employees, agents, suppliers, or subcontractors;

h. Normal wear and tear or typical deterioration;

i. Damage from insects, pets, accidents, fire, explosions, smoke, lightning, and other unexpected events or natural disasters, or damage caused by environmental factors; and

j. Settling or shifting of land that has not been altered by the SELLER or due to circumstances beyond the SELLER's reasonable control;

k. The SELLER does not warrant the lifespan of sod, trees, or shrubs planted by the SELLER against damage from weather, nor against poor growth resulting from inadequate watering or care by the BUYER, or any other factors beyond the SELLER's control. Efforts will be made to protect existing trees, but the SELLER does not guarantee their survival or removal if they die later.

SELLER GUARANTEES. BUYER and SELLER should be aware that certain loan types—commonly including, but not limited to, FHA and VA loans—require specific standards to be met regarding a new home warranty. These requirements must be fulfilled for the lender to approve the loan. It is recommended that both BUYER and SELLER verify whether the selected new home warranty listed below meets any applicable lender criteria.

For Missouri properties only: In accordance with Missouri law, if the BUYER is provided and agrees to an express warranty from the SELLER or a third-party warranty provider paid for by the SELLER as part of this Contract, the BUYER acknowledges and agrees that: THIS CONTRACT, ALONG WITH ANY GOODS OR PROPERTY TRANSFERRED THROUGH IT, AND THE TRANSACTION BETWEEN BUYER AND SELLER, ARE NOT SUBJECT TO THE PROTECTIONS OF THE MERCHANDISING PRACTICES ACT, SECTIONS 407.010 TO 407.130 OF THE REVISED MISSOURI STATUTES.

(*Check Applicable Box(es) Below*)

☐ **A. LIMITED ONE YEAR WARRANTY**. SELLER guarantees the Property for a duration of one (1) year from the date of Closing, covering any structural or mechanical issues reported to the SELLER in writing during that period. At the SELLER's cost, all necessary repairs or replacements—whether Realated to the interior or exterior, structural or non-structural—will be carried out if such issues arise Due to defective materials or poor defective communicated to the SELLER in writing within the one year timeframe following closing Date.

The decision to repair or replace is at the sole discretion of the SELLER. The SELLER will not be for responsible fixing or addressing any work or materials provided by the BUYER, or anyone other than the Seller and their employees agents, contractors, or subcontractors. The SELLER will also not be liable for by negligence, poor maintenance, or improper use by anyone other than the SELLER or their team.

The explicit written warranties outlined in this section, as well as those included elsewhere in this Agreement, replace any implied warranties, including but not limited to those regarding habitability, suitability for a specific purpose, or merchantability.

☐ Service provided by SELLER or ☐ THIRD PARTY PROVIDER ___________________.

☐ **The SELLER does not offer a written warranty service policy or process. The SELLER must be contacted within one (1) year from the Closing Date regarding any items eligible for follow-up. The SELLER will arrange a time with the BUYER to complete the necessary repairs at a mutually agreeable time.**

☐ **B. SELLER WRITTEN LIMITED WARRANTY PROGRAM.** The Property, including the Property to be constructed thereon, is covered by SELLER'S Limited Warranty (the "Limited Warranty"), a copy of which will be provided prior to:

(*Check one*) ☐ signing of Contract, or ☐ Closing.

The Limited Warranty contains the sole express warranty provided by SELLER to BUYER.

Service provided by ☐ SELLER or ☐ THIRD PARTY PROVIDER ______________________.

☐ **C. INSURED LIMITED HOME WARRANTY PLAN.** The Limited Warranty Plan provided by ____ will be provided no later than Closing.
(Vendor)

☐ **D. EXTENDED LIMITED MECHANICAL EQUIPMENT WARRANTY/SERVICE PLAN**.

☐ BUYER ☐ SELLER agrees to purchase from _______________________________ at a cost not to exceed $___________________ an Extended Limited Warranty Plan with said sum to be paid at time of Closing.

The Limited Extended Warranty Plan is a restricted service agreement that covers the repair or replacement of specific operational components of the Property, as outlined in the plan, with a deductible for each claim. The BUYER has received a copy of the warranty plan application and acknowledges that the Broker may receive a fee from the warranty provider.

☐ **E. THIS PROPERTY IS NOT COVERED BY A LIMITED HOME WARRANTY.**

REGARDLESS OF ANYTHING STATED IN THIS WARRANTY AND SERVICE PROGRAMS SECTION, NOTHING HERE WILL BE INTERPRETED AS LIMITING OR DISCLAIMING ANY WARRANTY THAT, ACCORDING TO APPLICABLE STATE LAW, CANNOT BE LEGALLY RESTRICTED OR WAIVED.

15. ESCROW FOR UNFINISHED ITEMS. Any unfinished items (excluding title issues, warranty items, orientation tour items, or corrective items) that must be completed before Closing will be itemized along with their respective costs, as determined by the SELLER. These amounts will be deducted from the SELLER's proceeds, along with any necessary funds to be held in escrow beyond the specified allowance. Escrow funds for each completed item will be released to the SELLER according to the terms outlined in the escrow agreement.

BUYER and SELLER agree to sign an escrow agreement at Closing, in a form acceptable to the SELLER, BUYER, Lender, and the escrow agent. If an escrow is needed due to the BUYER's request for a delay in the installation of landscaping, sod, sprinkler systems, fencing, or other exterior features, the BUYER agrees to deposit any amounts exceeding the allowances stated in this Contract. Additionally, the BUYER will cover any inspection or re-inspection fees for these items. If an escrow is required due to the SELLER's request for a delay, the SELLER will be responsible for paying any inspection or re-inspection fees.

<u>PRICE, PAYMENT CONDITIONS, CLOSING PROCESS, AND TRANSFER OF POSSESSION</u>

16. PURCHASE PRICE. The **Purchase Price** for the **Property** is........................... $ ______________________ which BUYER agrees to pay as follows:

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

If the Earnest Money is not provided within the Delivery Period, the SELLER may terminate this Agreement by giving written notice after the Delivery Period has expired but before the Earnest Money is delivered.

b. **Earnest Money** in the amount of .... $___________________(b)
in the form of: *(Check one)*
☐ Check/Electronic Funds Transfer/ACH ☐ Other_____________________

Deposited with: ____

The BUYER acknowledges that any funds payable to and held by the SELLER will not be governed by the Earnest Money and Additional Deposits section and may not be refunded. *(Check one)*:
☐ NON-REFUNDABLE ☐ REFUNDABLE

c. **Lot Reservation Deposit** in the amount of ....$___________________(c)
Transferred/Assigned to: ____
in the form of: *(Check one)*
☐ Check/Electronic Funds Transfer/ACH ☐ Other_____________________
from Lot Sale Contract or Lot Reservation Agreement dated _______________
(Check one)
☐ NON-REFUNDABLE ☐ REFUNDABLE

d. **Additional Earnest Money** in the amount of <u>(ZERO ($0) if left blank)</u> ....$___________________(d)
in the form of: *(Check one)*
☐ Check/Electronic Funds Transfer/ACH ☐ Other______________________
will be delivered on or before: __________________________
(Check one)
☐ NON-REFUNDABLE ☐ REFUNDABLE

Deposited with: ____

The BUYER acknowledges that any funds owed to and held by the SELLER will not be governed by the Earnest Money and Additional Deposits section and are non-refundable

e. **Additional Earnest Money** in the amount of<u>(ZERO ($0) if left blank)</u> ....$___________________(e)
in the form of: *(Check one)*
☐ Check/Electronic Funds Transfer/ACH ☐ Other_____________________
will be delivered on or before: __________________________
(Check one)
☐ NON-REFUNDABLE ☐ REFUNDABLE

Deposited with: ____

The BUYER acknowledges that any funds owed to and held by the SELLER will not be governed by the Earnest Money and Additional Deposits section and are non-refundable

f. **Other Deposits** as defined in attached Addendum .... $___________________(f)

g. **Total Amount Financed** (Zero ($0) if Cash Sale)
(not including financed mortgage insurance premiums,
or Closing Costs, if any).. $__________________(g)

h. **Approximate amount due from BUYER at time of Closing,**
excluding adjustments, prorations, primary and additional
financing as set forth in Financial Terms, Closing costs,
and/or prepaid expense, if any. Said amount to be in the
form of **CERTIFIED FUNDS** on the date of Closing .... $__________________(h)
☐ Includes Lender(s) approved down payment assistance.

The term "NON-REFUNDABLE," when applied to any payment or deposit made or to be made by the BUYER, unless explicitly stated otherwise, means that the BUYER will not be entitled to a refund under any circumstances, except in the case where the SELLER fails to fulfill their obligations under the contract.

i. TOTAL ADDITIONAL SELLER EXPENSES (Each line $0 if left blank).

1. **SELLER Compensation to Broker assisting BUYER.** SELLER agrees to pay Broker assisting BUYER from SELLER'S funds at Closing....................$________________

2. **Additional SELLER paid costs.** In addition to any other costs SELLER agreed to pay herein, SELLER agrees to pay other allowable Closing costs permitted by Lender(s) and/or prepaid items for BUYER, not to exceed...$________________

3. **Costs Not Payable by BUYER.** Some lending programs may prohibit a **BUYER** from paying certain closing-related costs. SELLER agrees to pay all costs associated with obtaining the **BUYER'S** loan(s) which the program rules will not permit the **BUYER** to pay, not to exceed...................**$**________________

TOTAL ADDITIONAL SELLER EXPENSES..**$**________________

j. ADDITIONAL FINANCING EXPENSES.

1. **Loan Costs.** The BUYER agrees to cover all standard expenses required to secure the Loan(s) (including, but not limited to, origination fees, discounts, or buy-downs), unless otherwise mutually agreed upon.

2. **Private Mortgage Insurance (PMI).** The BUYER will either pay any upfront PMI premium and annual renewal premiums or include the PMI as part of the Loan(s), if required by the Lender(s).

3. **FHA Mortgage Insurance (MIP).** The BUYER will either pay any upfront MIP premium and annual renewal premiums or include the MIP as part of the Loan(s).

4. The BUYER will pay the **VA Funding Fee** required by the Lender(s) at Closing or choose to finance it as part of the Loan(s).

5. **USDA Funding Fee** as required by the Lender(s), will be paid by the BUYER at Closing or can be financed as part of the Loan(s).

6. **Flood Insurance.** The BUYER agrees to purchase flood insurance if the Lender requires it.

17. CLOSING AND POSSESSION. On or before _______________ (Closing Date), SELLER will sign and submit to escrow with the title company or other Closing Agent a general warranty deed (or special warranty deed or fiduciary deed if the SELLER is a corporation, association, financial institution, or fiduciary) along with all other required documents and funds to fulfill the SELLER's obligations under this Agreement.

On or before the Closing Date, the BUYER will sign and submit to escrow with the title company or other Closing Agent all required documents (including notes, mortgages/deeds of trust, and any other paperwork needed by the BUYER's Lender(s), if financing is being obtained) and funds (including Loan proceeds, if applicable) to fulfill the BUYER's responsibilities under this Agreement.

The SELLER and BUYER acknowledge that all funds required for Closing must be provided in the form of a cashier's check, wire transfer, or other certified funds.

Once all necessary documents and funds have been signed and submitted to escrow with the title company or other Closing Agent, the Closing will be finalized. SELLER will deliver possession of the Property to BUYER on ____________________________at ______o'clock ____. m., (if left blank, **Possession** will be 5:00 P.M. on the **Closing Date**).

The BUYER shall not move into the Property or store any personal belongings on or within it before the transaction has been finalized and the SELLER has received or has access to any proceeds, unless a separate written agreement is made between the BUYER and SELLER.

18. APPRAISED VALUE CONTINGENCY. Regardless of any other provisions in this agreement, the BUYER may, within ________ calendar days (defaulting to thirty (30) days if not specified) from the Effective Date of this agreement, secure a PRELIMINARY APPRAISAL of the Property at the BUYER'S cost, conducted by a licensed, independent appraiser.

BUYER understands that certain upgrades, customizations, or change orders made during construction may not be considered by the appraiser as contributing to the property's market value, which could result in a difference between the INITIAL and FINAL APPRAISAL. **If the BUYER'S lender(s) will not adjust the loan amount to cover the difference, the BUYER acknowledges that a cash payment will be necessary—either when the change order is made or at closing—to make up for the gap between the INITIAL and FINAL appraisal values.**

If the Lender's appraisal includes any repairs or required actions, the SELLER agrees to contribute up to $______ (defaulting to zero (0) if left blank) to address those items. The BUYER will inform the SELLER in writing of any such repairs or requirements as soon as possible, but no later than the final walk-through. Any modifications or improvements that the BUYER has agreed to cover elsewhere in this agreement will not be included in the Lender's required repairs.

19. SALE CONTINGENCY. *(Check applicable box)*

☐ This Contract is **NOT** contingent upon the sale and Closing of a BUYER'S Property.

☐ This Contract **IS** contingent upon the sale and Closing of a BUYER'S Property and a **Contingency For Sale and/or Closing of a Buyer's Property Addendum is attached.**

20. FINANCIAL TERMS.

☐ **THIS IS A CASH SALE**. BUYER is required to submit written proof of available funds within ___ calendar days (defaulting to five (5) days if not specified) from the Effective Date, confirming they have sufficient funds to complete the Closing under this Agreement.

☐ **THIS IS A FINANCED SALE.** This Agreement is dependent on the BUYER securing the financing outlined in this section.

The BUYER may secure alternative Loan(s) other than those specified in this agreement, provided that the terms of the new Loan(s) do not impose additional costs on the SELLER, cause a delay in the Closing Date, or alter the loan approval timeline. Any such modifications must be mutually agreed upon in writing by both parties within five (5) calendar days of the BUYER becoming aware of them, and no later than ___ calendar days before the Closing Date (defaulting to fifteen (15) days if left blank).

BUYER and SELLER are notified that any modifications to the terms outlined below after the Effective Date of this Agreement may result in delays to the Closing and/or alter costs due to federal regulatory requirements.

a. Type of Financing. Loan(s) will be ☐ owner-occupied Loan(s) or ☐ investment Loan(s).

b. Loan Types/Terms. BUYER will obtain a Loan(s) upon the following terms:

Type:	Primary Loan	Secondary Loan
Conventional	☐	☐
FHA	☐	☐
VA	☐	☐
USDA	☐	☐
Other__________________	☐	☐

Interest Rate:		
Fixed Rate	☐	☐
Adjustable Rate	☐	☐
Interest Only	☐	☐
Other____________________	☐	☐
Amortization Period	_________years	_________years
Principal Amount or LTV	__________	__________

All loan amounts will incorporate any financed mortgage insurance premiums or VA funding fees, if applicable, in accordance with the terms outlined in this agreement (the "Loan"). The Loan(s) will be secured by a mortgage or deed of trust on the Property, or as otherwise mandated by the Lender(s), and will be repaid through monthly installments.

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

1. Primary Loan ☐ interest rate not exceeding ______% per annum or
   ☐ the prevailing rate at Closing

2. Secondary Loan ☐ interest rate not exceeding ______% per annum or
   ☐ the prevailing rate at Closing

The BUYER may either "lock in" or let the interest rate "float.".

If the BUYER locks in a rate, they agree to accept the "locked" rate and terms, even if they differ from those listed above. If the BUYER chooses to float the rate, they agree to accept the rate and terms offered by the BUYER'S Lender(s) that the BUYER qualifies for at Closing.

d. Loan Application(s). The BUYER agrees to grant authorization to the Lender(s) to carry out all necessary services (such as credit reports, appraisals, etc.), pay any fees required by the Lender(s), and supply the Lender(s) with all requested information within ___ calendar days (defaulting to fifteen (15) days if left blank) from the Effective Date.

☐ **BUYER IS PRE-APPROVED** (See attached Lender(s) letter(s).) BUYER has submitted information to ____________________________ "Lender(s)") who have reviewed the BUYER'S credit and confirmed that the BUYER qualifies for a Loan(s) in an amount equal to or exceeding the Loan(s) outlined in this Agreement, contingent upon a satisfactory appraisal of the Property and any other conditions specified in the attached letter(s) from the Lender(s). The pre-approval must state that the BUYER'S credit meets the Lender(s)' requirements and indicate whether the pre-approval is contingent upon the sale and Closing of the BUYER'S current Property.

☐ **BUYER IS <u>NOT</u> PRE-APPROVED.** The BUYER will submit a written application within ___ calendar days (five (5) days if left blank) from the Effective Date of this Agreement.
The SELLER acknowledges that pre-approval does not guarantee that the BUYER will obtain final Loan approval(s) from the Lender(s).

e. Loan Approval(s). The BUYER agrees to make a diligent effort to secure a commitment for the Loan(s) within __________ calendar days (defaulting to forty-five (45) days if left blank) from the Effective Date of this Agreement, or within ___ calendar days (defaulting to five (5) days if left blank) before the Closing Date, whichever occurs first (the "Loan Approval Period").

If the BUYER is unable to secure a commitment for the Loan(s) within the Loan Approval Period, the SELLER may terminate this Agreement by providing written notice.

Either the BUYER or SELLER may terminate this Agreement by providing written notice upon receiving written proof of rejection from the BUYER'S Lender(s).

In both situations, the BUYER'S Earnest Money will be governed by the terms outlined in the Earnest Money and Additional Deposits section of this Agreement.

f. It is advised that the availability of homeowner's insurance be confirmed during the loan approval process.

<u>PROPERTY'S CONSTRUCTION, CONDITION, UPKEEP, AND INSPECTIONS</u>

21. SPECIAL HEALTH CONDITIONS. If the BUYER or any other intended occupants of the Property have health or medical conditions (including, but not limited to, physical disabilities that restrict mobility, or sensitivities or allergies to dust or natural, biological, or synthetic materials) that necessitate changes to the Plans or the use of non-traditional construction materials, methods, or techniques, the BUYER must inform the SELLER in writing, detailing these conditions and the required modifications to the Plans or construction practices.

A written notice from the BUYER must be provided to the SELLER within _________ calendar days (seven (7) days if left blank) following the Effective Date. If the BUYER does not provide such notice within the seven (7) day period, or if the BUYER and SELLER mutually decide not to modify the Plans or construction materials, methods, or techniques due to the associated cost or for any other reason, the SELLER will not be held liable or responsible to the BUYER or any other occupant for any injury, illness, or damage (whether direct, indirect, special, or consequential) resulting from the failure of the specified adjustments or work to adequately address any health and/or medical conditions.

To If not already included in the Purchase Price, the Purchase Price will automatically increase by 115% of SELLER'S additional out-of-pocket expenses incurred due to the specified changes in the Plans and any non-standard construction materials, methods, or practices. The BUYER agrees to pay the SELLER, within five (5) calendar days, any additional Non-Refundable Deposit required by the SELLER in connection with these changes.

22. START OR PROGRESS OF CONSTRUCTION WORK. The SELLER is not obligated to begin, or if already started, to proceed with on-site construction of the Home until the BUYER has either fulfilled or mutually agreed with the SELLER to waive the Financing Contingencies and/or the Contingency related to the Sale of the BUYER'S current Property, if applicable, as indicated in the Addenda/Entire Agreement section of this Contract.

IF THE BUYER WISHES FOR CONSTRUCTION OF THE HOME TO BEGIN OR, IF ALREADY UNDERWAY, TO CONTINUE BEFORE MEETING OR WAIVING THE FINANCING CONDITIONS OR THE CONDITION RELATED TO THE SALE OF THE BUYER'S CURRENT PROPERTY, IF APPLICABLE, THEN BY SIGNING THIS SECTION, THE BUYER AGREES THAT ALL EARNEST MONEY AND ANY ADDITIONAL DEPOSITS WILL BE NON-REFUNDABLE—UNLESS OTHERWISE REQUIRED BY LAW—even if the BUYER is ultimately unable to secure the loan specified in the financing terms of this agreement or unable to sell their existing property as outlined in this contract, provided that the SELLER has fulfilled their obligations under this agreement.

Signatures below apply only to the Construction Start/Continuation section.

______________________________	______________________________
SELLER/COMPANY NAME	**BUYER DATE**
By______________________________	______________________________
OWNER/OFFICER/PARTNER TITLE DATE	**BUYER DATE**

23. CLOSING POSTPONEMENTS AND TIME EXTENSIONS. If construction is delayed due to weather conditions, labor strikes, acts of God, Change Orders, delays caused by the BUYER, or other circumstances beyond the SELLER's control, then—regardless of any other terms in this Agreement—the Closing and Possession dates shall be extended by the length of time the delay impacts construction.

The SELLER will promptly give written notice to the BUYER specifying the reason and expected duration of any delay. Upon receiving this notice, the BUYER is responsible for informing their Lender(s) of the delay. The routine coordination and scheduling of subcontractors and workers remains the SELLER's responsibility.

24. RELEASE AND INDEMNIFICATION. The BUYER acknowledges that the Lot is an active construction zone and may pose safety hazards to both the BUYER and their guests. While the BUYER is permitted to visit and observe the progress of the work, they must not disrupt construction activities or engage in behavior that could result in injury.

The BUYER hereby releases the SELLER, all Licensees, and their employees from any and all liabilities, damages, costs, and expenses (including reasonable attorney's fees) resulting from any actual or alleged bodily injury or property damage (including death) suffered by the BUYER or any of their agents, employees, servants, or guests (including children) in connection with any work performed by the BUYER or their representatives during the construction of the Residence, or while any of the aforementioned individuals are present on the Property during construction.

25. UTILITIES. The SELLER agrees to keep any utilities that have been activated in service until the possession date, unless otherwise expressly stated in this Agreement.

26. INSURANCE AND LIABILITY. The SELLER is required to maintain property insurance covering the Property until the Closing Date, with coverage equal to its full insurable value, as well as liability insurance and any other types of insurance the SELLER considers necessary or that are mandated by law, including, but not limited to, workers' compensation coverage.

If the BUYER hires another contractor or subcontractor to carry out additional work on the Property (with SELLER'S prior approval), the BUYER must ensure that the contractor provides written proof of adequate worker's compensation and liability insurance to the SELLER before starting any work. If any damages are caused by the BUYER'S contractor or subcontractor, the BUYER will be responsible for covering the repair costs.

If the damage or destruction is caused by the BUYER's gross negligence or intentional misconduct, or by the actions of the BUYER's contractors, the BUYER will bear the cost of repairs. Alternatively, the SELLER may choose to terminate this Agreement, in which case the SELLER will have the right to retain the deposit.

27. CASUALTY LOSS. If the Property is damaged or destroyed before Closing, this Agreement will continue to be valid, and the SELLER will take reasonable steps to rebuild, repair, and finish the Home as soon as possible. The Closing Date will be postponed accordingly, but such repairs will not delay Closing for more than thirty (30) calendar days.

If the Closing is not completed within thirty (30) calendar days, the BUYER has the right to terminate the Agreement, and any Earnest Money held by an Escrow Agent, Broker, or paid directly to the SELLER will be refunded to the BUYER, unless otherwise specified in the Agreement. In such case, this Agreement will be considered null and void.

28. SURVEY. The BUYER may, at their own cost, request a "Staked Survey" of the Property, to be completed no later than _________ days (or ten (10) days if left blank) before the Closing Date, to confirm there are no issues such as defects, encroachments, overlaps, boundary disputes, acreage discrepancies, or any other matters typically revealed by a survey.

The BUYER understands that a Mortgage Inspection Report or "Loan Survey" may be requested by the lender, but it is not considered a "Staked Survey." Typically, a title insurance company will require a "Staked Survey" in order to offer survey coverage to the BUYER.

Within five (5) calendar days after the BUYER receives the Survey, the BUYER must inform the SELLER of any encroachments, including those from any improvements onto, from, or over the Property, or any issues with building setback lines, property lines, or easements. These encroachments will be considered title defects. The SELLER must address and resolve any defects that can be corrected before the Closing Date. If the SELLER fails to fix the title defects, the BUYER will have the following options:

a. Proceeding with the purchase and accepting the title that the SELLER is able to transfer, without any change to the Purchase Price; or

b. Terminating this Agreement by providing written notice. The BUYER's Earnest Money will be governed by the terms outlined in the Earnest Money and Additional Deposits section of the Agreement.

29. INSPECTIONS. The BUYER may, at their own cost, hire a qualified, independent inspector(s) to perform inspections on the Property. All inspections must be finished no later than five (5) calendar days before Closing, with written reports provided to the SELLER prior to the final walk-through.

The BUYER and SELLER agree that this Agreement is not contingent upon an initial satisfactory report, but rather upon the SELLER making acceptable corrections as outlined in the report to comply with applicable local residential building codes. Any identified deficiencies must be accompanied by a report from a qualified inspector detailing the issues and recommending necessary corrective actions.

30. WOOD-DESTROYING INSECT INSPECTION. If the BUYER's lender(s) mandate a wood-destroying insect inspection report, the BUYER will be fully responsible for organizing and covering the expenses of the inspection and any necessary treatment.

If the Lender(s) forbid the BUYER from paying, the SELLER will cover the costs.
The party responsible will deliver the inspection report to the Lender(s) at least thirty (30) calendar days before the Closing Date and will notify the BUYER and Lender(s) of any treatment prior to the Closing Date.

31. NEW HOME ORIENTATION/WALK-THROUGH. The SELLER and/or Seller's Representative and the BUYER and/or the Licensee assisting the BUYER may conduct a walk-through of the Property before the Closing Date. Any items agreed upon during this walk-through will be completed by the SELLER ***(Check one):*** ☐ By Closing or ☐ within _______calendar days following the Closing Date, weather permitting, and with scheduling cooperation from BUYER***.***

DEFAULTS AND REMEDIES

32. DEFAULTS AND REMEDIES. Either the SELLER or the BUYER will be considered in default of this Agreement if they fail to fulfill any significant term, condition, or duty within the timeframes specified in this Agreement. After a default by either party, the other party will have the remedies outlined in the Earnest Money and Additional Deposits section of this Agreement.

If SELLER defaults, BUYER may;

a. Enforce this Agreement and seek compensation for any damages the BUYER incurs due to the delay in acquiring the Property; or
b. Cancel this Agreement by providing written notice to the SELLER and, at the BUYER's discretion, pursue any legal or equitable remedies and damages. If the BUYER chooses to terminate the Agreement, the Earnest Money will be refunded to the BUYER unless stated otherwise in this Agreement.

If the BUYER defaults, the SELLER may;

a. Enforce this Agreement and seek damages incurred by the SELLER due to the delay in selling the Property; or
b. Cancel this Agreement by giving written notice to the BUYER and, at the SELLER'S discretion, either keep the Earnest Money as liquidated damages, which will serve as the SELLER'S sole remedy (with both parties acknowledging the difficulty in determining the actual damages resulting from the BUYER'S breach, and agreeing that the Earnest Money reasonably approximates those damages) as outlined in this Agreement
.

In any legal proceeding to enforce the terms of this Agreement, the party that prevails is entitled to recover all reasonable attorney fees, court costs, and other related legal expenses incurred in connection with the action.

EXTRA DISCLOSURES, INCLUDING THOSE REQUIRED BY STATE OR FEDERAL LAW

33. RADON, MICROBIALS AND OTHER ENVIRONMENTAL POLLUTANTS.

a. Radon. All BUYERS of residential real estate are hereby informed that the Property may contain elevated levels of indoor radon gas, which could pose a risk to occupants of developing radon-related lung cancer.

Radon, classified as a class-A human carcinogen, is the primary cause of lung cancer in non-smokers and the second leading cause overall. Under Kansas law, the SELLER is required to disclose any known information regarding elevated radon gas levels in residential properties.

The Kansas Department of Health and Environment advises all homebuyers to have an indoor radon test conducted before purchasing or moving into residential property. Radon testing should be carried out by a certified radon measurement professional. If elevated radon levels are found, a radon mitigation expert can effectively reduce these concentrations.

For additional information, please go to http://www.kansasradonprogram.org or in Missouri a national source for radon information is http://www.epa.gov/radon.

b. Microorganisms and Other Environmental Contaminants. The BUYER acknowledges that mold, fungi, bacteria, and other microorganisms are commonly present in homes and will be present in the Property due to factors such as rain, humidity, and moisture during construction, as well as the use of materials like wood that may contain mold, fungi, bacteria, and other microorganisms upon delivery to the construction site. The BUYER has the opportunity to educate themselves about microorganisms and other environmental contaminants, as well as the potential health risks associated with these substances.

1. The SELLER and the Licensee assisting either the SELLER or the BUYER do not assert or hold any specialized knowledge in measuring or mitigating radon, microorganisms, or other environmental contaminants, nor have they offered any guidance to the BUYER regarding safe levels or potential health risks associated with radon, microorganisms, or other environmental pollutants.

2. There is no guarantee that any systems, devices, or methods currently in place on the Property to reduce radon, microorganisms, or other environmental contaminants will be effective, and the SELLER assumes no responsibility for the operation, upkeep, or performance of such systems, devices, or methods.

34. CRIMINAL OFFENDERS. In Missouri and Kansas, individuals convicted of certain crimes, including specific sexually violent offenses, are required by law to register with the Sheriff of the county where they live. If the BUYER seeks information about these registrants, they can access details on the Kansas Bureau of Investigation (KBI) website at http://www.Kansas.gov/kbi or contact the local Sheriff's office in Kansas. In Missouri, the BUYER can find information on the Missouri State Highway Patrol's website at https://www.mshp.dps.missouri.gov/CJ38/searchRegistry.jsp or should reach out to the Sheriff's office in the county where the Property is located.

35. FRANCHISE INFORMATION DISCLOSURE. Even if one or more of the Brokers is part of a franchise, the franchisor is not liable for the actions of those Broker(s).

36. RIGHT TO REPAIR. Kansas and Missouri laws have specific requirements that the BUYER must meet before filing a lawsuit for defective construction against the contractor who built the BUYER'S home. These laws should be carefully reviewed before pursuing any claims.

a. Kansas – At least fifteen (15) calendar days prior to filing a lawsuit, the BUYER must send the contractor a written notice detailing any construction issues the BUYER claims are defective and allow the contractor the chance to propose a repair or cover the cost of fixing the defects.

The BUYER is not required to accept any proposal from the contractor. State law has strict timelines and procedures, and failing to adhere to them may impact the BUYER's right to file a lawsuit.

b. Missouri - Homeowners must notify the builder in writing about any defects and allow fourteen (14) calendar days for the builder to respond with a plan to inspect the issues, arrange for repairs, or resolve or decline the claim**.**

Homeowners can only file lawsuits after adhering to these procedures; failure to do so may result in the dismissal of their cases.

37. BROKERAGE RELATIONSHIP DISCLOSURE.

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

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

Licensee acting in the capacity of:

a. The SELLER's Agent has an obligation to represent the interests of the SELLER and will not represent the BUYER. Any information provided by the BUYER to the SELLER's Agent will be shared with the SELLER.
b. The BUYER's Agent has an obligation to represent the interests of the BUYER and will not represent the SELLER. Any information provided by the SELLER to the BUYER's Agent will be shared with the BUYER.
c. A Transaction Broker does not act as an Agent for either party and does not advocate for the interests of either party.
d. A Disclosed Dual Agent (available only in Missouri) represents both the SELLER and the BUYER, and a separate Disclosed Dual Agency Amendment is required. 865

The Agent preparing the Contract is responsible for selecting the correct options on BOTH sides of the Agency section BEFORE their client signs

Licensee assisting Seller is a: (Check appropriate box(es))	**Licensee assisting Buyer is a: (Check appropriate box(es))**
☐ **SELLER'S Agent**	☐ **BUYER'S Agent**
☐ **Designated SELLER'S Agent (In Kansas, Supervising Broker acts as a Transaction Broker)**	☐ **Designated BUYER'S Agent (In Kansas, Supervising Broker acts as a Transaction Broker)**
☐ **Transaction Broker and SELLER agrees, if applicable, To sign a Transaction Broker Addendum. SELLER is not being represented.**	☐ **Transaction Broker and BUYER agrees, if applicable, to sign a Transaction Broker Addendum. BUYER is not being represented.**
☐ **Disclosed Dual Agent and SELLER agrees to sign a Disclosed Dual Agency Amendment. (Missouri only)**	☐ **Disclosed Dual Agent and BUYER agrees to sign a Disclosed Dual Agency Amendment. (Missouri only)**
☐ **BUYER'S Agent**	☐ **SELLER'S Agent**
☐ **Designated BUYER'S Agent (In Kansas, Supervising Broker acts as Transaction Broker)**	☐ **Designated SELLER'S Agent (In Kansas, Supervising Broker acts as a Transaction Broker)**
☐ **Subagent**	☐ **Subagent of the SELLER**
☐ **SELLER is not being represented.**	☐ **BUYER is not being represented.**

BROKER COMPENSATION SOURCE. There are no fixed compensation rates, and all compensation is fully negotiable and not determined by law. Brokerage fees, including but not limited to commissions and other charges, will be paid from escrow at Closing as outlined, unless otherwise specified in the terms of the respective agency agreements or other agreements between the SELLER and BUYER. Both SELLER and BUYER acknowledge that the brokerages involved in this transaction are acting under separate brokerage service agreements with the SELLER and BUYER, respectively. **SELLER and BUYER acknowledge Brokers may be compensated by more than one party in the transaction.** (*Check all applicable boxes*)
Brokers are compensated by: ☐ **SELLER and/or** ☐ **BUYER**

The signatures below only apply to the Brokerage Relationship Disclosure.

______________________________	______________________________
Licensee assisting Seller DATE	**Licensee assisting Buyer DATE**
______________________________	______________________________
SELLER/COMPANY NAME	**BUYER DATE**
By______________________________	______________________________
OWNER/OFFICER/PARTNER TITLE DATE	**BUYER DATE**

CONDITIONS AND PROVISIONS

38. EARNEST MONEY AND ADDITIONAL DEPOSITS.

a. Delivery. The SELLER may terminate the Agreement by providing written notice if the Earnest Money and Additional Deposits are not received by the Listing Broker or Escrow Agent as outlined in this Agreement.

b. Deposit. The Earnest Money and Additional Deposits will be placed into an insured account by the designated Listing Broker/Escrow Agent within five (5) business days (for Kansas Property) or ten (10) banking days (for Missouri Property) following the Effective Date. All parties agree that the Listing Broker/Escrow Agent will retain any interest earned on the escrowed funds.

c. Cancellation of Contract. If this Agreement is terminated according to the specific terms outlined in this agreement or by either party exercising a right granted within this Agreement, the Earnest Money and Additional deposits will be refunded to the BUYER, and neither party will have any further rights or responsibilities under this Agreement, unless otherwise specified.

Despite any other provisions in this Agreement regarding the forfeiture or refund of Earnest Money and Additional Deposits, the parties acknowledge that neither the Listing Broker nor the Escrow Agent can release the Earnest Money and Additional Deposits without the written approval of all parties involved in this Agreement, unless allowed by applicable state laws.

If the BUYER and SELLER cannot reach a written agreement on the distribution of the Earnest Money, Additional Deposits, or any other funds, the Listing Broker or Escrow Agent may initiate an interpleader or similar legal process. The BUYER and SELLER authorize the Listing Broker or Escrow Agent to submit all funds to the Clerk of the Court for distribution as the Court orders.

The BUYER and SELLER agree that the Listing Broker or Escrow Agent will be entitled to reimbursement for any costs incurred in connection with the interpleader or similar legal proceeding, including, but not limited to, reasonable attorney fees and expenses.

BUYER and SELLER agree that, unless there is a dispute or written agreement regarding the distribution, failure by either party to respond in writing to a certified letter from the Listing Broker or Escrow Agent within seven (7) calendar days (for Kansas Property) or fifteen (15) calendar days (for Missouri Property) of receipt, or failure to make a written request for the return or forfeiture of the Earnest Money and Additional Deposits within thirty (30) calendar days (for Kansas Property) or sixty (60) calendar days (for Missouri Property) after notice of cancellation of this Agreement, will be considered as consent to the distribution of the Earnest Money and Additional Deposits as outlined in the certified letter.

All parties acknowledge that any Earnest Deposit funds remaining in the Listing Broker or Escrow Agent's account for more than one (1) year (for Missouri Property) or five (5) years (for Kansas Property) may be transferred to the respective state, as mandated or requested by law.

39. MONIES RECEIVED BY SELLER, INCLUDING BUT NOT LIMITED TO EARNEST MONEY. The BUYER acknowledges that the Broker will not be responsible or liable for any funds or deposits made by the BUYER to anyone other than the Broker, including, but not limited to, any payments made directly to the SELLER. Funds held by the SELLER are likely to be used in the construction of the Home and will not be placed in escrow.

40. TAXES, PRORATIONS AND SPECIAL ASSESSMENTS. The SELLER agrees to cover all general and special taxes, as well as any installments of special assessments on the Property that are due and payable on or before the Closing Date. The BUYER will be responsible for any such taxes and assessment installments that become due and payable after the Closing Date. However, taxes and assessments that apply to the calendar year in which the Closing Date falls will be divided proportionally **between SELLER and BUYER as of the Closing Date**. If the exact amounts of these taxes and assessments are not available by the time of closing, the proration will be based on the prior year's tax and assessment figures, even if the Property had a lower valuation or rate at that time. This clause does not obligate the SELLER to pay off any special assessments in full that they have the option to pay in installments. The BUYER is solely responsible for verifying the amounts and remaining duration of any special assessments.

In the state of Missouri, property reassessments occur during odd-numbered years. For real estate transactions that close in an odd-numbered year, the procedure outlined in the previous paragraph will apply. For transactions finalized in even-numbered years, tax proration will be calculated using the tax figures from the prior year.

The BUYER and SELLER agree that the prorated tax amounts will be considered final, and both parties waive any claims against one another, as well as against any Broker(s), Agent(s), or Closing Agent(s), for any differences resulting from actual tax amounts being higher or lower than estimated.

41. REASSESSMENT/CLASSIFICATION. The BUYER acknowledges that property taxes may vary due to reassessment or reclassification. Both parties agree that neither the SELLER nor the Broker shall be held liable for any tax adjustments or payments owed to either the BUYER or the SELLER as a consequence of such reassessment or reclassification

42. EVIDENCE OF TITLE. The SELLER agrees to furnish and cover the cost of an owner's title insurance policy in the full amount of the Purchase Price. This policy will insure that the BUYER receives marketable fee simple title to the Property, subject to the Permitted Exceptions and excluding any liens, encumbrances, or title issues caused by the BUYER or resulting from the BUYER's actions or ownership.

The SELLER agrees to provide the BUYER, at the SELLER's cost, with a title insurance commitment issued by a title company licensed to operate in the state where the Property is located. This commitment, which must be delivered within a reasonable timeframe after the Effective Date but before the Closing Date (referred to as the "Commitment Delivery Date"), shall outline the conditions required for issuing both an owner's title insurance policy and, if needed, a mortgage policy.

Unless the Property has a title defect that remains unresolved by the Closing Date, the BUYER agrees not to raise any objections due to late delivery of the title commitment. The title commitment shall guarantee the issuance of marketable fee simple title to the BUYER upon recording of the deed or other conveyance document. Ownership of the Property will be subject to the terms outlined in this Contract, along with standard covenants, declarations, restrictions, zoning ordinances, easements, party wall agreements, special assessments, and community agreements that are of public record as of the date the deed or other instrument of transfer is recorded (collectively referred to as the "Permitted Exceptions")

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

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

Mechanic's Lien Coverage. The owner's title insurance policy will also provide coverage to the BUYER, effective as of the date the deed or other conveyance document is recorded, protecting against any lien or potential lien for services, labor, or materials imposed by law that are not reflected in the public records. The SELLER agrees to fulfill the title company's requirements for issuing this coverage. Any mechanic's lien or notice of intent filed during construction but before the Closing Date will not be considered a title defect unless the title insurance company refuses to provide coverage for potential loss arising from it.

If the Property is situated in Missouri, the SELLER must file and record a "notice of intended sale" in accordance with Chapter 429 of the Missouri Revised Statutes for the BUYER to obtain Mechanic's Lien Coverage. All parties are encouraged to seek guidance from the title company regarding these requirements.

43. ASSOCIATION FEES. The BUYER acknowledges that the Homeowner's Association fees are currently set at $___________ per year and may be adjusted at the sole discretion of the Homeowner's Association, as outlined in the Homeowner's Association Declaration. Additionally, there is a Homeowner's Association transfer/initiation/set-up fee of $___________.

44. EXPIRATION. This offer will expire on ___________________________(five (5) days if left blank), at _______ o'clock ___.m. (5:00 p.m. if left blank) unless accepted or withdrawn before expiration.

REVIEW THE FOLLOWING TERMS CAREFULLY BEFORE SIGNING. UPON SIGNATURE BY ALL PARTIES, THIS DOCUMENT SHALL FORM A PART OF A LEGALLY ENFORCEABLE AGREEMENT. IF YOU DO NOT FULLY UNDERSTAND, SEEK LEGAL ADVICE PRIOR TO SIGNING.

SELLER authorizes the Closing Agent to obtain payoff information from the SELLER's Lender(s)

The BUYER and SELLER authorize the Brokerage(s) involved in the transaction to acquire and keep copies of both the BUYER'S and SELLER'S Closing Statements.

☐ **Signatures not required, see Counter Offer Addendum.**

SELLER **DATE**	**BUYER** **DATE**
SELLER **DATE**	**BUYER** **DATE**
BROKERAGE	BROKERAGE
ADDRESS	ADDRESS
Name of Licensee assisting Seller (Please Print)	Name of Licensee assisting Buyer (Please Print)
/	/
Listing Licensee's Contact # Brokerage Contact #	Selling Licensee's Contact # Brokerage Contact #
Listing Licensee's Email Address	Selling Licensee's Email Address

FORM CERTIFICATION. ***(TO BE SIGNED BY THE LICENSED AGENT PREPARING THIS DOCUMENT)***

The undersigned Licensee assisted in completing the sections of the above form and affirms, to the best of his/her knowledge, that the form includes language approved by Counsel for the Kansas City Regional Association. The undersigned Licensee further affirms that no modifications to the approved language have been made, except for any changes that may be noted here, made by hand or electronically, and signed or initialed by the party submitting this offer. The Licensee's signature below does not constitute a legal opinion regarding the validity or interpretation of any provision in this form, but instead confirms, to the best of the Licensee's knowledge, that no alterations have been made to the approved form.

By: ____

Licensee Preparing Form

CERTIFICATION OF REJECTION. (TO BE COMPLETED ONLY UPON SELLER'S REJECTION OF OFFER)

Listing Licensee acknowledges receipt of this offer and has made a presentation to SELLER on ________________for SELLER'S consideration.

DATE TIME

By: ____

Licensee assisting Seller