

Residential Purchase Agreement

This agreement may have legal implications. If you are unsure about its contents, seek advice from an attorney before signing.

This Residential Sale Contract (“Contract”) is made by and between:

_____ (“Buyer”) and the undersigned “Seller”.

1. PROPERTY.

The Seller agrees to transfer ownership, and the Buyer agrees to acquire the property generally identified as:

_____ MO _____
Street Address City Zip Code County

(Mark the box if the legal property description is included as an attachment)

If a legal description is not attached, the legal description contained in the Seller’s recorded deed shall control.

The real estate, along with all improvements and fixtures permanently affixed to it (unless specifically excluded below), together with all rights, privileges, and easements associated with the property, as well as any personal property explicitly included below, are collectively referred to as the “Property”.

2. SALE PRICE / GOOD FAITH DEPOSIT.

Buyer agrees to pay the “Sale Price” for the Property, subject to adjustments outlined here.: \$_____

The “Seller Concessions” (if any) to be credited by Seller at Closing (see §10) are (\$0 if none stated):\$_____

The “Earnest Money” to be applied to Purchase Price at Closing, is (if applicable, also complete below): \$_____

Earnest Money shall be delivered by Buyer to _____ (“Escrow Agent”) no later than _____ days (5 if none stated) after the Effective Date.

If the Earnest Money is not promptly submitted to the Escrow Agent, the Seller may cancel this Agreement by notifying the Buyer before the Earnest Money is delivered to the Escrow Agent..

Note: If any further Earnest Money is required before Closing, or if any portion of the Earnest Money is to be considered non-refundable, an appropriate rider, such as MSC-2001R (Earnest Money Rider), must be attached. Refer to Section 8 below.

The Escrow Agent will acknowledge receipt and deposit of any Earnest Money upon request by any party and may keep any interest earned on it. The Buyer shall pay the remaining balance of the Sale Price in a form of payment acceptable to the Closing Agent (“Funds”) at Closing.

3. CLOSING.

Subject to the terms of this Contract, this sale will be closed (meaning the unconditional release and exchange of the Deed for the Purchase Price, together with all other documents and Funds required by the Contract, the “Closing”) at the office of (the Title Company identified at §6 unless otherwise specified) _____ (“Closing Agent”) at

_____, MO on _____, 20____ (the “Closing Date”).
Specify Location Month Day

Possession and all keys will be handed over to the Buyer at Closing. **Brokers are not responsible for providing keys. The Buyer should change the locks after taking possession and restore all codes and passwords on electronic systems or devices at the Property to their default factory settings.**

Note: If possession is to be transferred at a time other than Closing: attach a rider such as PM-3010 (Residential Lease), MSC-2080R (Possession by Buyer Before Closing), MSC-2090R (Possession by Seller After Closing), or MSC-2085R (Limited Purpose Entry by Buyer Before Closing).

Unless stated otherwise, the Seller guarantees that the Property will be vacant at the time of Closing (except for any tenant(s) in possession under a lease approved in accordance with this Agreement), in its current condition (including any improvements or repairs required by this Agreement), subject to normal wear and tear, and free of any debris or personal belongings not specified below.

(Note: If tenant-occupied, attach Rental Property Rider MSC-2035R).

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4. INCLUSIONS/EXCLUSIONS.

The Property includes, but is not limited to, all items currently located on the premises, all of which the Seller guarantees to transfer to the Buyer free of any encumbrances at Closing.

Note: This Agreement, rather than the Seller’s Disclosure Statement, MLS listings, or any other promotional materials, specifies what is included in this sale.

Access to Property

- Garage Door Openers & Controls
- Keys & Remote Entry Controls

Exterior

- Lighting, Landscaping & Mailbox
- Fences (including hardwired pet systems, collars and controls)
- Sprinkler Systems and Controls

Electrical, Lighting & TV Related

- Attic & Ceiling Fans
- Lighting Fixtures
- TV Mounts & Attached Antennas
- Flush Mounted Speakers
- Fire, Smoke & CO Alarms

Systems & Utilities

- Heating, Cooling, Electrical & Plumbing Fixtures/Systems, including Thermostats
- Solar Panels & Systems
- Humidifier (if attached)
- Propane Tanks (excluding portable tanks)
- Hardwired Security/Alarm Systems & Doorbells
- Central Vac Systems & Attachments
- Ventilation & Exhaust Fans
- Water Softeners, filters or systems
- Sump Pump (including Battery Backup Systems)
- Window Air Conditioning Units
- Fireplace, Equipment & Doors (if attached, including artificial logs)
- Electric Vehicle Charging Stations (if attached)

Kitchen/Cooking Related

- Dishwashers & Trash Compactors (Built-in)
- Garbage Disposals
- Barbecue Grills & Fire Pits (Built-in)
- Microwave Ovens (Built-in)
- Ovens/Ranges/Stoves & Attachments

Window/Wall & Flooring Related

- Blinds, Shades, Shutters, Storm Windows & Doors, Screens, Awnings
- Curtain & Drapery Hardware only
- Attached Mirrors & Bathroom Vanity Mirrors
- Attached Shelving/ Closet Organizers
- Attached Floor Coverings

To prevent any confusion, list below any item(s) that may be in question, marking them as either “Included” or “Excluded.”:

Included (e.g., non-affixed equipment/personal property such as refrigerators, TVs, electronics, washer/dryer & appliances):

Excluded (e.g., item(s) reserved, leased or not owned by Seller, such as propane tanks, water softeners, and solar panels/systems):

5. SALE/APPRaisal/FINANCING CONTINGENCIES.

A. Sale Contingency. Check one box below.

- This Agreement is **NOT** dependent on the sale and/or closing of any other property owned by the Buyer.
- This Agreement **IS** dependent on the sale and/or closing of a property owned by the Buyer. If this box is checked, please complete and attach either the "Contingency for Sale of Buyer’s Existing Property" (MSC-2021R) or "Contingency for Closing of Buyer’s Existing Property" (MSC-2022R).

B. Appraisal Contingency. Only check this box if the Appraisal Contingency section is meant to apply

Note: A lender’s loan approval may not always involve a conventional appraisal. There are various types of “appraisals,” and underwriting standards can differ. If the Buyer’s obligation under this Agreement is contingent upon the Property appraising at the agreed-upon Purchase Price, the Buyer should check box B above and provide the following details. The Buyer’s obligations under this Agreement are conditioned upon the Property being appraised at no less than the Purchase Price by an appraiser chosen by the Buyer or the Buyer’s lender and licensed in the State of Missouri (the “Appraisal Contingency”). If the appraised value is lower than the Purchase Price, the Buyer may request a reduction in the Purchase Price, but not below the appraised value. To exercise this Appraisal Contingency, the Buyer must submit a written request (along with a full copy of the appraisal) to the Seller within _____ days (25 days if left blank) from the Effective Date. **Note:** The MSC-2020N Appraisal Notice (Part A) may be used for this purpose. If the Buyer fails to deliver the Appraisal Notice to the Seller within the required timeframe, the Appraisal Contingency will be considered waived. If the parties do not reach a written agreement to lower the Purchase Price as requested within [number] days (5 days if none specified) after the Appraisal Notice is delivered to the Seller (the “**Appraisal Resolution Deadline**”), this Agreement will automatically terminate (with the Earnest Money refunded to the Buyer, subject to Section 8), unless the Buyer waives the Appraisal Contingency by notifying the Seller on or before the Appraisal Resolution Deadline. Note: MSC-2020N (Part C) can be used for this purpose. If the Purchase Price is reduced, the loan amount in the Buyer’s financing contingency (if applicable) will be adjusted accordingly.

78 **C. Financing Contingency.** *Check box 1, 2, or 3 below:*

- 79 **1. Not Contingent Upon Financing.** While not a requirement for performance, the Buyer may choose to finance any
80 part of the Purchase Price. (Also, check the following if applicable): Attached is a Pre-Approval Letter or Proof of
81 Funds adequate to finalize the Closing.
- 82 **2. Nonconventional.** *If this box is selected, please fill out and attach the relevant Rider (e.g., Government Loan, MSC-*
83 *2011R; Seller Financing & Disclosures, MSC-2012R; or Loan Assumption, MSC-2013R).*
- 84 **3. Conventional.** The Buyer agrees to take all reasonable actions necessary, including but not limited to completing a
85 loan application, paying for a credit report, appraisal, and other required fees, providing all requested information to
86 the lender, and fully cooperating to make a sincere effort to secure the financing outlined below. If the Buyer does
87 not deliver a Notice from the lender to the Seller stating the Buyer's inability to secure a loan on the terms described
88 below by 5:0 p.m. on the date [Loan Contingency Deadline], which is [number of days] days (25 days if not specified)
89 after the Effective Date, then this contingency will be considered waived, and the Buyer's obligations under this
90 Agreement will no longer depend on securing financing. However, if the lender refuses to provide such a Notice, the
91 Buyer may notify the Seller directly by submitting a notarized affidavit (on or before the Loan Contingency Deadline)
92 stating that the Buyer has complied with all terms and despite efforts, was unable to obtain the Notice from the lender
93 (see MSC-2010A "Buyer's Financing Contingency Affidavit" or MSC-2010B "Non-Individual Buyer's Financing
94 Contingency Affidavit"). If the Buyer has met the requirements of this subparagraph and has timely notified the Seller
95 of the inability to secure a loan on the terms outlined below, then this Agreement will terminate, and the Earnest
96 Money will be refunded to the Buyer (subject to Section 8).

97 *(Complete one or both)* Loan amount: _____% of the Purchase Price, or \$_____.

98 Initial interest rate not to exceed: _____%. Amortization term _____years.

99 Rate Type *(check one)*: Fixed Adjustable Other: _____

100 Other terms *(N/A if blank)*: _____

101 If the Buyer does not attach MSC-2021R or MSC-2022R (as referenced in Section 5A), the Buyer's failure to secure a loan
102 due to the unsuccessful sale and/or closing of another property owned by the Buyer will not be a valid reason to invoke this
103 Financing Contingency. Additionally, if there is no Appraisal Contingency in place (meaning subpart B above is not
104 selected) or if the Appraisal Contingency has been waived or removed, the Property's failure to appraise at the Purchase
105 Price will not be a basis for exercising this Financing Contingency.

106 **Note:** *If the Loan Contingency Deadline expires without Buyer terminating the Contract, Buyer remains bound to complete*
107 *the purchase and must have all necessary Funds available for Closing. It should be noted that a "loan commitment" or*
108 *"preapproval" does not ensure that the Buyer's loan will be funded.*

109 **6. TITLE/SURVEY. Note:** *Seller-paid title fees below are not part of "Seller Concessions" (see §10).*

110 The Seller will convey clear and marketable ownership of the Property—subject only to the allowed exceptions—as
111 instructed by the Buyer, using a general warranty deed (unless otherwise agreed), properly signed and ready for
112 recording.

113 **A. Title.** Within _____ days *(10 if none stated)* after the Effective Date *(check one box below)*:

114 **1.** Seller will provide Buyer, at Seller's expense, a **Title Commitment** for a current ALTA **owner's title policy** equa
115 l to the **Purchase Price**.

116 **2.** Seller will provide Buyer a Title Commitment for an Owner's Policy, **with costs split equally**.

117 **3.** Seller will provide a Title Commitment at **Seller's cost**, and Buyer will pay for the **Owner's Policy**.

118 **4.** Buyer may order a Title Commitment and Owner's Policy at **Buyer's expense**.

119 The Title Commitment and Owner's Policy shall be issued by _____ (the "**Title Company**").
120 Buyer has _____ days *(10 if none stated)* from receipt of the Title Commitment to review it, including any recorded subdivision,
121 use, and other restrictions, easements, rights of way, and other documents referenced therein, excluding the Permitted
122 Exceptions, and to provide notice to the Seller of any objections ("**Title Objections**"). If box A4 is checked, the Buyer has
123 _____ days (or 20 days if no number is specified) from the Effective Date to review these matters and deliver any
124 Title Objections to the Seller. **Note:** MSC-2055N ("**Title Notice**") can be used to submit any Title Objections.

125 If the Buyer raises timely objections, the Buyer must also provide the Seller with a copy of the Title Commitment related to
126 the objections. The Seller has [insert number] days (or 7 days if no number is specified) from receiving the Buyer's
127 objections to agree in writing to resolve the issues at the Seller's expense before the Closing.

128 If the Seller does not agree, the Contract will automatically terminate unless, within [insert number] additional days (or 3 days
129 if no number is specified) after receiving the Seller's response, the Buyer agrees in writing to accept the title as is or the
130 parties come to another mutually acceptable solution. **Note: If the Seller does not respond to the Buyer's objections in
131 time, it will be considered a refusal to correct them.** If the Contract is terminated under this provision, the Earnest Money
132 will be refunded to the Buyer (subject to §8). If any objection results in an unmarketable title, the Seller will be responsible for
133 any survey, title, inspection, and appraisal fees incurred by the Buyer.

134 **B. Survey Contingency.** (Check one box below) **Note:** The Buyer is advised to consult with their lender or Title
135 Company regarding survey requirements and the possibility of obtaining full survey coverage.

136 **1. Not Contingent Upon a Survey.** Buyer may choose to survey the Property, though it's not required.

137 **2. Contingent Upon Survey.** This Contract is subject to a survey of the Property. *If this box is selected, the "Survey
138 Rider" (MSC-2065R) must be completed and attached to specify the type of survey, the party responsible for obtaining it,
139 and who will bear the costs.*

140 **C. Permitted Exceptions.** The Seller is fully responsible for resolving any title or survey issues that arise between the
141 Effective Date and Closing. Any outstanding monetary liens (except those resulting from the Buyer's actions, or taxes and
142 assessments to be prorated at Closing) may be paid from the Purchase Price proceeds. Any item listed (or that could
143 have been listed) on the Title Commitment or Survey, for which the Buyer does not provide timely notice of objections, will
144 be considered waived. This includes all applicable laws, zoning ordinances, and, if the Buyer has limited Title Objection
145 rights by checking the box below, the recorded subdivision covenants, restrictions, and declarations, which are
146 collectively called the "Permitted Exceptions." The Owner's Policy must provide mechanic's lien coverage. Except for any
147 Seller Concessions (see §10), the Buyer is responsible for the cost of any lender's title insurance policy.

148 **D. Restriction of Title Objection rights (applicable only if the box below is checked):**

149 All recorded subdivision agreements, covenants, declarations, and restrictions will be considered Permitted Exceptions,
150 and the Buyer waives the right to object to any of these during the Title Review Period outlined above.

151 7. INSPECTIONS.

152 **A. General.** The Property is being sold in its current condition, without any warranties, either express or implied (except
153 for any specifically provided to Buyer in writing). Any disclosed or clearly visible conditions of the Property should be
154 taken into account by the Buyer when determining the Purchase Price or by requiring the Seller to address such
155 conditions as part of this Contract. Unless waived in writing (the MSC-2051R As-Is Inspection Waiver Rider may be
156 used for this purpose), the Buyer has the right to inspect the Property, or have it inspected by a qualified professional
157 on their behalf, during the Inspection Period. **Note:** Buyer should also confirm the cost and availability of insurance,
158 including but not limited to homeowner's and flood insurance, during the Inspection Period. Buyer agrees to promptly
159 repair any damage caused to the Property and to indemnify and hold Seller harmless from any claims, costs, demands,
160 or expenses, including reasonable attorney fees and court costs, arising from any inspection or access to the Property
161 by the Buyer or their representatives. These obligations will survive the termination of this Contract.

162 **B. Property Data.** Within ___ days (*Insert "N/A" if not applicable, otherwise 5 days if none stated*) after the Effective
163 Date (the "**Property Data Review Period**"), Buyer may review additional information related to the Property, including but
164 not limited to: municipal and zoning regulations, taxes, school district details, land or building square footage, Subdivision
165 Documents, and the presence of registered sex offenders or other convicted criminals in the area ("**Property Data**").
166 "Subdivision Documents" refers to unrecorded subdivision or homeowner association bylaws, rules, regulations, and
167 financial and insurance information related to the subdivision where the Property is located. Seller authorizes Buyer to
168 request Subdivision Documents directly from the association and agrees to reasonably assist in obtaining them. However,
169 it is ultimately the Buyer's responsibility to secure any Subdivision Documents or other Property Data. If the Buyer is
170 dissatisfied with any Property Data, they may cancel this Contract (with Earnest Money refunded, subject to §8) by
171 sending Notice to the Seller before the end of the Property Data Review Period. **Note:** MSC-2049N (Property Data Review
172 Termination Notice) may be used for this purpose. If the Buyer does not deliver such Notice on time, they waive the right
173 to terminate based on Property Data and are deemed to have accepted all Property Data.

174 **C. Inspection Reports.** At Buyer's discretion and expense, Buyer may obtain written inspection reports on the condition
175 of the Property as reasonably needed by Buyer or their lender. These inspections may cover, but are not limited to: flood
176 plain designation; environmental hazards; mold; termite and other wood-destroying insect damage or activity; plumbing
177 systems, including wells, sewers, septic systems, wastewater treatment, and lawn irrigation systems; roofs and other
178 structural elements; heating, cooling, electrical, and mechanical systems; swimming pools and associated equipment;
179 chimneys, flues, and gas lines; exterior drainage issues and leaks; and any appliances included with the Property. **Note:**
180 Buyer may use form MSC-2045 (Buyer's Inspection Authorization) to help coordinate the inspection process.

181 **D. Inspection Notice.** Buyer must provide Seller with a copy of the relevant sections of the written inspection report(s),
182 along with a written list of any unsatisfactory condition(s) found (the "Inspection Notice," see MSC-2050N), within ____
183 days (10 days if not specified) after the Effective Date (the "Inspection Period"). However, if an inspection report
184 recommends that a specialist perform a further evaluation of a particular area of the Property (a "Specialist Report"),
185 Buyer may notify Seller of this need before the Inspection Period expires and will be granted an additional ____ days (5 days
186 if not specified) to deliver the Inspection Notice. **Note:** Buyer may use form MSC-2047N (Notice of Additional Time for
187 Specialist Report) for this purpose. All inspection reports, including any specialist evaluations, are the full responsibility of
188 the Buyer and not the Seller. Note: Buyer is allowed to deliver only one Inspection Notice and may raise
189 objections solely based on issues documented in an inspection report or Specialist Report. If Buyer fails to
190 complete any inspections or does not submit an Inspection Notice on time, Buyer is deemed to have waived all objections
191 and accepted the condition of the Property.

192 If the Inspection Notice is submitted within the required time, it must indicate whether:

- 193 (1) Buyer finds all inspection results acceptable;
- 194 (2) There are unsatisfactory conditions that Seller must address in a professional manner before the scheduled Closing
195 Date, unless agreed otherwise
- 196 (3) Buyer may cancel the Contract and receive a refund of Earnest Money (subject to §8), except for the following:

197 **Restriction of inspection rights (applies only if the box below is checked)**

198 Buyer waives the right to independently terminate the Contract (i.e., waives option (3) above). Buyer must allow Seller
199 the chance to fix any unacceptable conditions before the scheduled Closing Date (i.e., Buyer's Inspection Notice must
200 choose either option (1) or (2) above).

201 **E. Resolution Period.** If the Contract is not terminated as outlined above, the parties will have ____ days (10 days if
202 unspecified) after Seller receives the Inspection Notice (the "Resolution Period") to agree in writing on: (a) who will handle
203 and pay for the correction of any unacceptable conditions; (b) a monetary adjustment at Closing as an alternative; or (c)
204 another mutually acceptable solution. If no agreement is reached, the Contract will automatically terminate, and the
205 Earnest Money will be refunded to Buyer (subject to §8). A written commitment by (a) Seller agreeing to meet the
206 requirements in the Inspection Notice (at Seller's cost before the scheduled Closing Date); or (b) Buyer agreeing to accept
207 the Property without any changes (both referred to as a "Capitulation") will constitute an "agreement" for this purpose,
208 even if earlier negotiations failed. If Seller declines to meet all items in the Inspection Notice and does not make a
209 counteroffer, the Contract will automatically terminate unless Buyer delivers a Capitulation Notice to Seller within ____ days
210 (2 days if not specified) after receiving Seller's response (or the parties reach an acceptable written agreement prior). Note:
211 A monetary adjustment could impact the terms of Buyer's loan (e.g., down payment, interest rate, and private mortgage
212 insurance) and may affect Buyer's ability to obtain an occupancy permit.

215 **F. Municipal/Governmental Inspections.** Seller agrees to apply for any necessary occupancy compliance
214 inspections, including those required by municipal, conservation, fire district, or other governmental agencies (such as
215 backflow certification), at Seller's cost. If the Property fails any of these inspections, Seller must notify Buyer within ____
216 Days (Insert "N/A" if not applicable, otherwise 15 days if unspecified) after the Effective Date of any violation or
217 requirement that Seller will not address or resolve **Failure to provide timely Notice eliminates Seller's ability to**
218 **negotiate any noted inspection violation or requirement, and Seller must correct and satisfy all such matters**
219 **prior to the scheduled Closing Date.** If Seller promptly informs Buyer of Seller's refusal to resolve or address all such
220 matters, Buyer and Seller have ____ days (10 days if none specified) after Buyer receives Seller's Notice to reach a written
221 agreement on: (a) who will handle and pay to resolve these issues; or (b) a monetary adjustment at Closing as an
222 alternative. If no agreement is reached, the Contract will automatically terminate, and the Earnest Money will be refunded to
223 Buyer (subject to §8). A written commitment by (a) Seller agreeing to address and resolve all such matters at Seller's
224 expense before the scheduled Closing Date, or (b) Buyer agreeing to accept the Property without addressing any issues in
225 the original report, will constitute an "agreement" for this purpose, even if earlier negotiations failed. *Buyer is advised not to*
226 *solely rely on government inspections and should independently verify the Property's condition.*

227 **G. Home Warranty (Check one below):** **Note:** Home warranty plans are not a replacement for property inspections.

- 228 (1) Buyer understands that Seller is not including a home warranty plan or service contract with this sale. Buyer may
229 choose to buy one independently if they wish.
- 230 (2) At Closing, Seller agrees to contribute up to \$ _____ toward the cost of a home warranty plan or service contract,
231 which will be ordered by Buyer or Buyer's Broker. Buyer's Broker may receive a commission from the home warranty
232 provider.
- 233 (3) Seller has a home warranty plan or service agreement and will transfer it to Buyer at Closing. (Please add any further
234 explanation, terms and conditions) _____

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236 **8. DISPOSITION OF EARNEST MONEY.**

237 Despite any other terms in this agreement, the party responsible for holding escrow funds (“**Escrow Holder**”), whether that
238 be the Escrow Agent or Closing Agent, will not release the Earnest Money or any funds placed in escrow (“**Escrow Funds**”)
239 without written approval from all signers of this Contract (consent may be shown by signing the Closing Statement). If that
240 consent is not received, the Escrow Holder will continue to hold the funds until one of the following occurs: **(1)** a written
241 and signed agreement from all parties directing disbursement is provided; **(2)** a legal action is filed to determine who is
242 entitled to the funds (including an interpleader filed by the Escrow Holder), in which case the funds may be paid into the
243 court after deducting legal fees, court costs, and related expenses; **(3)** a court ruling or final judgment instructs the release
244 of funds; or **(4)** as otherwise directed by applicable law. Under §339.105.4 RSMo, if a Broker is holding disputed escrow
245 funds, they must notify and turn those funds over to the State Treasurer within 365 days after the original expected closing
246 date. The Escrow Holder also has the authority to report and deliver the funds to the State Treasurer any time after 60 days
247 have passed from that original closing date, if written consent hasn’t been received from all parties. **Note: If the Escrow**
248 **Holder is not a licensed real estate broker and requests the parties to sign a separate escrow agreement, the**
249 **terms of that separate agreement may take precedence over the provisions of this Contract.** When this Contract
250 calls for the Earnest Money to be refunded to Buyer, Buyer agrees that Escrow Holder may deduct any expenses incurred
251 by or for Buyer and pay them directly to the appropriate service providers²⁵⁵

252 **9. LOSS/CONDEMNATION.**

253 The risk of loss to the Property’s improvements remains with Seller until Closing. Seller agrees to continue their existing
254 fire and extended coverage insurance (if applicable) and to perform standard maintenance, repairs, and upkeep through
255 the Closing date. If, prior to Closing, any part of the Property is condemned, threatened with condemnation (a “**Taking**”),
256 or suffers damage or destruction not caused by Buyer, Seller must promptly notify Buyer and state whether Seller plans to
257 restore the Property to its original condition before Closing. If the Property is restored prior to Closing, the parties shall
258 move forward with the transaction. **Note (Forms MSC-2510N for Property Damage Notice and MSC-2520N for Taking**
259 **Notice may be used to provide such Notices and elections.)**

260 If Seller does not plan to restore the Property to its previous condition before the Closing date, Seller must promptly
261 provide Buyer with the following: a copy of any insurance policy(ies) (or authorization to access them); contact details
262 for the insurance agent(s); written permission, if required, for Buyer to communicate with the insurer; copies of all
263 communications with the insurer and/or condemning authority; policy coverage limits; and, if available, the expected
264 insurance payout or compensation related to the damage or Taking. After receiving this information, Buyer may choose to
265 either: **(1)** continue with the purchase and receive all insurance proceeds and/or Taking compensation owed to Seller due
266 to the damage or Taking. Any amounts already paid to Seller (plus deductible amounts not covered by insurance, but
267 minus actual expenses incurred) will, at Buyer’s choice, either reduce the Purchase Price or be credited to Buyer at
268 Closing, and Seller must assign any remaining rights and claims to Buyer, including litigation rights; or **(2)** cancel the Contract,
269 releasing both parties from further obligations, and have the Earnest Money refunded to Buyer (subject to §8). Buyer must
270 notify Seller within 10 days after receiving notice of the Property damage (or Taking) and the above-required information.

271 If the information is provided less than 10 days before Closing, the Closing will be postponed accordingly. Seller may not
272 settle any claim relating to a Taking before Closing (or termination of the Contract) without Buyer’s prior written consent,
273 which cannot be unreasonably withheld, conditioned, or delayed. If Buyer does not respond, it will be considered a decision
274 to cancel the Contract. A cancellation under this section is not considered a default. These terms will remain effective after
275 Closing.

276 **10. ADJUSTMENTS/CLOSING COSTS.**

277 Both parties agree to provide enough Funds at Closing to cover their respective financial obligations outlined in this
278 Contract. Adjustments, charges, and prorations will be detailed on a Closing Statement prepared by the **Closing Agent**,
279 which must be signed by both Buyer and Seller either at or before Closing, along with any other documents required
280 by this Contract or typically requested by the Closing Agent to finalize the transaction. The parties also specifically
281 authorize the involved Broker(s) to obtain and keep copies of both the Buyer’s and Seller’s Closing Statements, as
282 required by 20 CSR 2250-8.150.

283 **Note: Buyer is advised to always verify instructions by phone before initiating any wire transfers of Funds.**

284 **The Buyer is responsible for covering the cost of (where applicable):**

285 **(a)** premiums for hazard insurance from the Closing date onward; **(b)** flood insurance premiums if required by the lender;
286 **(c)** fees for any Survey or appraisal requested by or on behalf of the Buyer; **(d)** charges from the Title Company (including
287 fees for Closing, recording, escrow, wire transfers, and closing protection letters) typically paid by the buyer in the county

288 where the Property is located; **(e)** any fees charged by the lender (such as appraisal/credit report costs, loan discount
289 points, loan origination/funding fees, and other loan-related expenses); **(f)** fees for any inspections requested by or on
290 behalf of the Buyer; **(g)** special taxes (such as those from Tax Increment Financing Districts, Community Improvement
291 Districts, and Neighborhood Improvement Districts), subdivision fees, and any other assessments from owner associations
292 (“Special Assessments”) imposed after Closing; **(h)** the value of any heating oil or propane gas remaining in any tank at
293 the Property (calculated based on the supplier’s current rates); **(i)** the cost of any agreed-upon repairs; **(j)** any fees for
294 occupancy compliance permits from municipal, conservation, fire district, or other government agencies; and **(k)** any
295 commission or compensation owed to the Broker(s) by the Buyer.

296 **The Seller shall be responsible for the following costs (as applicable):**

297 **(a)** any existing liens (both recorded and unrecorded) and loans on the Property (unless assumed by the Buyer); **(b)** any
298 Seller Concessions; **(c)** Title Company fees (e.g., Closing, release, escrow, wire transfer, and closing protection letter fees)
299 that are typically paid by the seller in the County where the Property is located; **(d)** any necessary municipal, conservation,
300 fire district, or other governmental authority occupancy compliance inspection fees; **(e)** any “one-time” Special Assessments
301 levied before Closing; **(f)** agreed-upon repairs; and **(g)** any commission or other fees owed by the Seller to the Broker(s).

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

304 **(a)** property taxes (using the current assessment and rate, or the previous year’s if current information is unavailable); **(b)**
305 any Special Assessments installments due in the calendar year of Closing; **(c)** subdivision maintenance fees and monthly
306 association dues; **(d)** fixed-rate utility fees (such as water, sewer, and trash); and **(e)** boat dock charges.

307 **Seller Concessions:** At Closing, Seller agrees to contribute (“Seller Concessions”) up to the amount specified in §2, but
308 not exceeding that limit, to assist with Buyer’s Closing costs, prepaids, inspection fees, lender charges, **Title Fees**, fees for
309 Buyer’s broker, and any other related expenses, provided these are approved by Buyer’s lender (excluding costs for home
310 warranty or Title Fees paid by Seller).

311 **11. BINDING EFFECT/ASSIGNABILITY/SECTION 1031 EXCHANGE.**

312 This Agreement shall be binding upon and benefit the parties, along with their respective heirs, successors, and approved
313 assigns. Buyer may not transfer their interest under this Contract without Seller’s written approval if: (a) Seller is financing
314 a portion of the Purchase Price through a note and deed of trust; or (b) Buyer is assuming an existing loan. Assignment
315 does not release either party from their duties under this Agreement. The parties recognize that Buyer or Seller may wish
316 to complete the transaction as part of a like-kind exchange (“Exchange”) under Section 1031 of the Internal Revenue Code
317 (the “Code”). Both parties agree to cooperate with one another and any designated qualified intermediary in facilitating an
318 Exchange; however, the Closing shall not be postponed or altered due to such Exchange, and fulfillment of an Exchange
319 shall not be a condition to either party’s obligations under this Contract. No party, by agreeing to an Exchange, shall be
320 required to bear any cost or expense, acquire or hold title to any other property, or have their rights or responsibilities
321 changed, nor be considered to have warranted that the Exchange complies with the Code. Any party requesting an
322 Exchange must reimburse any other party for costs or expenses incurred as a result of cooperating with the Exchange.

323 **12. ENTIRE AGREEMENT/MODIFICATION.**

324 This Agreement, along with any addenda or attachments (if applicable), represents the complete and entire understanding
325 between the parties regarding the Property. There are no other agreements, whether verbal or written, pertaining to the
326 matters addressed herein. Any alteration, modification, or amendment to this Contract must be made in writing and signed
327 by all parties to be effective.

328 **13. DEFAULT/REMEDIES.**

329 If either party fails to fulfill any duty required under this Agreement, the non-defaulting party must deliver written notice to
330 the other party specifying the nature of the breach and stating the remedy they are electing to pursue. The party giving
331 notice may, but is not obligated to, include a deadline for the defaulting party to correct the breach. In the event of a default
332 by either the Buyer or Seller, the non-breaching party shall have the following options for recourse:

333 **A. Seller Defaults.** If the Seller breaches this Agreement, the Buyer may: **(1)** pursue specific performance of the
334 Agreement and seek compensation for any damages the Buyer suffers due to the delay in acquiring the Property; or **(2)**
335 cancel this Agreement by delivering Notice to the Seller and agree to release the Seller from further responsibility if the
336 Seller returns the Earnest Money and reimburses the Buyer for all actual costs and expenses incurred (as detailed in the
337 Buyer’s Notice of default), which shall serve as liquidated damages and the Buyer’s sole remedy (with both parties
338 acknowledging that calculating actual damages would be extremely difficult, and that returning the Earnest Money plus
339 reimbursing the Buyer’s actual costs and expenses offers the fairest estimate of such damages available at this time); or

340 **(3)** The Buyer may also seek any other remedies and damages permitted by law or equity. Should the Buyer choose to
341 cancel this Agreement, the Earnest Money—minus any costs incurred by or for the Buyer—will be refunded to the Buyer
342 (in accordance with §8). The Buyer’s release of the Seller does not eliminate the Seller’s responsibility (if any) to the
343 Broker representing the Seller under any listing agreement or other brokerage arrangement between them.

344 **B. Buyer Defaults.** If the Buyer defaults, the Seller may: **(1)** enforce this Agreement through specific performance and
345 seek compensation for any damages the Seller suffered due to the delay in selling the Property; **(2)** terminate this
346 Agreement by providing Notice to the Buyer and, (subject to §8), keep the Earnest Money as liquidated damages and as
347 the Seller’s exclusive remedy (acknowledging that it would be extremely difficult, if not impossible, to accurately measure
348 the actual damages resulting from the Buyer’s breach, and that the Earnest Money serves as a reasonable estimate of
349 those damages as agreed upon by the parties); or **(3)** pursue any other legal or equitable remedy and seek damages
350 available under the law. If the Seller retains the Earnest Money as liquidated damages, any claim or interest of the Broker
351 assisting the Seller in relation to it shall be governed by the listing or other brokerage agreement between the Seller and
352 Broker

353 **14. PREVAILING PARTY.**

354 If any legal action arises between the parties regarding this Contract, the successful party shall have the right to recover,
355 in addition to any awarded damages or equitable remedies, all litigation costs and expenses, including court fees and
356 reasonable attorney’s fees. This provision shall remain in effect following Closing or any termination of this Contract.

357 **15. DISCLOSURE BY SELLER.** *(check one box below)*

358 **A.** The Buyer acknowledges that prior to signing this purchase offer, they were provided with a Seller’s Disclosure
359 for the Property. The Seller’s Disclosure Statement does not replace any inspections the Buyer may choose to conduct.
360 The Buyer is encouraged to address any concerns regarding the information in the Seller’s Disclosure Statement through
361 the use of contingencies outlined in this Agreement.

362 **B.** The Seller agrees to provide the Buyer with a Seller’s Disclosure Statement within _____ days (1 day if none is
363 specified) following the Effective Date. The Buyer has _____ days (3 days if left blank) after receiving the Disclosure
364 Statement to review it and notify the Seller if they wish to terminate the Agreement (with the Earnest Money refunded
365 to the Buyer as per §8). If the Buyer fails to provide timely notice of termination to the Seller, the Buyer will be considered
366 to have accepted the Disclosure Statement without objection.

367 **C.** The Seller will not provide a Seller’s Disclosure Statement.

368 **The Seller affirms that the information provided in the Seller’s Disclosure Statement (if applicable) is, to the best**
369 **of their knowledge, accurate, or will be accurate upon delivery. The Seller agrees to promptly and fully notify the**
370 **Buyer in writing of any new information regarding the Property that is discovered or becomes known to the seller**
371 **before Closing, which constitutes a significant negative fact or would render any existing details in the Seller’s**
372 **Disclosure Statement inaccurate or misleading.**

373 **16. LEAD-BASED PAINT DISCLOSURE.**

374 If mandated by law, the Seller has supplied a Lead-Based Paint and/or Lead-Based Paint Hazards Disclosure form.

375 **17. WALK-THROUGHS/UTILITIES.**

376 The Buyer, their representatives, and any inspector whose report led to a repair request, shall have the right to enter and
377 conduct a “walk-through” to verify the condition of the Property with reasonable prior Notice from the Buyer before closing..
378 “The purpose of the “walk-through” is not to perform a new inspection but to confirm that: **(1)** the Property is in a similar
379 condition as it was on the Effective Date; and **(2)** any required or agreed-upon repairs (if any) have been completed in a
380 *professional manner. Note: MSC-2600N (Walk-Through Notice) may be utilized for this purpose.* Waiving an inspection
381 does not waive the right to a “walk-through.” Closing does not absolve the Seller from completing any repairs agreed upon
382 or required by this Agreement. The Seller will arrange for, and cover the cost of, having all utilities turned on through
383 Closing, unless the utilities have already been transferred to the Buyer.

384 **18. SIGNATURES.**

385 This Agreement may be signed in several counterparts, each of which will be considered an original, but together they
386 will form a single, unified document. For the purposes of signing or amending this Agreement, or delivering a Notice under
387 its terms, any approved standard form or other written document signed and transmitted through any electronic means that
388 are valid under the Missouri Uniform Electronic Transactions Act, including but not limited to facsimile, digital signature, or
389 canned image (such as a PDF sent by email), shall be regarded as an original signature and document.

390 **19. GOVERNING LAW/CONSTRUCTION.**

391 This Agreement will be interpreted in accordance with the laws of the State of Missouri, including the obligation to act in
392 good faith. The terms "Seller" and "Buyer" may be used in either the singular or plural form, and may refer to any gender
393 (masculine, feminine, or neutral), as indicated by the signatures below. The section headings in this Agreement are for
394 reference only and shall not be interpreted as modifying, restricting, or clarifying any provisions of this Agreement. If any
395 provision of this Agreement is found to be invalid, illegal, or unenforceable in any way, such invalidity, illegality, or
396 unenforceability will not result in the termination of this Agreement or affect any other provision, but the Agreement will
397 remain in full effect, to the greatest extent permitted by law, and will be interpreted as though the invalid, illegal, or
398 unenforceable provision(s) had never been included. However, such provision(s) may be referenced to determine the
399 parties' intent.

400 **20. NOTICES.**

401 Any notice, consent, approval, request, waiver, objection, or other communication (collectively referred to as "Notice")
402 required under this Agreement (after it has been accepted) to be provided to the Seller must be in writing and will be
403 considered delivered to the Seller when delivered to the Broker (or any affiliated licensees) assisting the Seller, whether
404 acting as a limited agent, designated agent, dual agent, or transaction broker. Similarly, any Notice to be given to the buyer
405 must be in writing and will be deemed delivered to the Buyer when delivered to the Broker (or any affiliated licensees)
406 assisting the Buyer, whether as a limited agent, designated agent, dual agent, transaction broker, or subagent of the
407 Seller. A refusal to accept the service of a Notice shall be deemed as delivery of the Notice.

408 **21. RIDERS.**

409 The Riders listed below are included and form part of this Agreement: (check all that apply)

- | | |
|--|--|
| 410 <input type="checkbox"/> Back-Up Contract Rider (MSC-2023R) | 427 <input type="checkbox"/> Government Loan Rider (MSC-2011R) |
| 411 <input type="checkbox"/> Compensation Agreement Rider (MSC-4025R) | 428 <input type="checkbox"/> Rental Property Rider (MSC-2035R) |
| 412 <input type="checkbox"/> Condominium Rider (CND-2010R) | 429 <input type="checkbox"/> Survey Rider (MSC-2065R) |
| 413 <input type="checkbox"/> Contingency for Closing of Buyer's Property (MSC-2022R) | 430 <input type="checkbox"/> Other _____ |
| 414 <input type="checkbox"/> Contingency for Sale of Buyer's Property (MSC-2021R) | 431 <input type="checkbox"/> Other _____ |

415 **Note:** This Agreement is intended for use with completed construction. If it is to be used for new construction, an
416 appropriate rider should be attached to address matters such as approval of final plans, selection of available, options
417 (e.g., flooring, colors, appliances), the process for submitting change orders, completion deadlines and the consequences
418 for failure to meet them, inspections, construction loan disbursements, warranties, and any other relevant details specific to
419 your situation.

420 **22. SPECIAL AGREEMENTS.** (complete only if applicable)

421 _____
422 _____
423 _____
424 _____
425 _____
426 _____

427 **23. LICENSEE PERSONAL INTEREST DISCLOSURE.** (complete only if applicable)

428 _____ (insert name of licensee) is a licensed real estate broker/agent and is: (check one or more)

- 429 a party to this transaction;
- 430 a principal of and/or has a direct or indirect ownership interest in Seller Buyer; and/or
- 431 an immediate family member of Seller Buyer. Specify: _____

432 **24. SOURCE(S) OF BROKER(S) COMPENSATION.** (Select one or more boxes below, as applicable)

433 Seller Buyer (Note: The actual compensation will be based on the relevant brokerage service
434 agreements or as otherwise negotiated within this contract)

435 The Buyer is requesting that the Seller pay compensation (from the sale proceeds) to, or that the Broker representing
436 the Seller share compensation with, the Broker representing the Buyer at Closing. Note: Form MSC-4025R
"Compensation Agreement Rider" may be used for this purpose.

437 Both the Seller and Buyer represent and guarantee to each other and to the Broker(s) that the Broker(s) listed in the
438 Brokerage Relationship Section below are the only real estate broker(s) involved in this transaction.

439 **25. BROKERAGE RELATIONSHIP.**

440 The Buyer and Seller acknowledge receiving the Broker Disclosure Form as required by the Missouri Real Estate
441 Commission and confirm that the undersigned licensee(s) disclosed their brokerage relationship, as mandated by law
442 or regulation, to the Seller and/or Buyer or their respective Broker (as applicable) no later than the first property showing,
443 at the initial contact, or immediately upon any change in their relationship.

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

- 471 **Licensee assisting Seller is a:** *(Check applicable boxes)*
- 472 **Seller's Limited Agent** (acting on behalf of Seller)
 - 473 **Buyer's Limited Agent** (acting on behalf of Buyer)
 - 474 **Dual Agent** (acting on behalf of both Seller & Buyer)
 - 475 **Transaction Broker Assisting Seller** (not acting on
476 behalf of either Seller or Buyer)
 - 477 **(Also check here if serving as a designated agent)**

452 By signing below, the licensee(s) affirm that they have promptly disclosed their brokerage relationship to the relevant parties.

453 _____

454 **Broker's Firm Assisting Buyer**

455 Broker's Firm State License # _____

456 By (*Signature*) _____

457 Licensee's Printed Name: _____

458 Licensee's State License # _____

459 Date: _____

453 _____

454 **Broker's Firm Assisting Seller**

455 Broker's Firm State License # _____

456 By (*Signature*) _____

457 Licensee's Printed Name: _____

458 Licensee's State License # _____

459 Date: _____

460 **26. ACCESS/BROKERS ROLE/FRANCHISE DISCLOSURE.**

461 The Buyer is strongly advised to obtain an appraisal and survey, review Subdivision Documents and Property Data, and
462 thoroughly inspect the Property. The Seller agrees to provide reasonable access to the Property for the Buyer to fulfill any
463 contingency in this Agreement and as required by the Buyer's lender or insurer, with reasonable advance notice from the
464 Buyer. The Buyer, along with any real estate professionals involved (including brokers assisting both Buyer and Seller,
465 referred to as the "Brokers"), may be present during any allowed access to the Property. The Brokers' presence will only
466 be for the purpose of assisting with the coordination and compliance of the terms of this Agreement and should not be
467 construed as an indication of special knowledge or understanding of any findings. The parties will rely solely on results
468 from the appropriate experts, acknowledging that Brokers have no expertise or responsibility in analyzing or interpreting
469 such results. The parties will not depend on the Brokers for selecting or hiring any specific company to provide services
470 such as lending, appraising, surveying, inspections, repairs, warranties, or other services ("**Service Providers**"). The
471 election of any Service Provider is entirely up to the parties, based on mutual agreement. The parties should consider
472 factors such as insurance coverage, professional licensure, membership in relevant associations, and experience when
473 when choosing Service Providers.

474 **Even if one or more of the Brokers are affiliated with a franchise, the franchisor is not liable for the actions of**
475 **these Broker(s).**

476 **Note:** *Under Missouri law, Brokers are not liable for statements made by engineers, land surveyors, geologists,*
477 *environmental hazard specialists, wood-destroying pest inspectors, termite inspectors, mortgage brokers, home*
478 *inspectors, or other home inspection professionals, unless: (1) the statement was made by someone employed by the*
479 *Broker; (2) the person making the statement was hired by the Broker; or (3) the Broker was aware before Closing that the*
480 *statement was false, or acted with reckless disregard for its truthfulness. A Broker cannot be the target of any legal action,*
481 *nor can such action be initiated against them for any information in a Seller disclosure provided to the Buyer, unless the*
482 *Broker is a signatory to it, knew before Closing that the statement was false, or acted with reckless disregard for its truth*
483 *or falsehood. Simply delivering documents does not equate to making any statements contained within them.*

484 **27. SALES INFORMATION.**

485 Seller and Buyer hereby authorize the Broker(s) to release, starting from and after the Closing, transaction details,
486 including the Purchase Price and Property address, to any multiple listing service, local Association or Board, its
487 members, potential clients, appraisers, and other professional users of real estate information.

488 **28. FIRPTA.**

489 Seller confirms that they are not a foreign person as defined under the Foreign Investment in Real Property Tax Act
490 ("FIRPTA", 26 U.S.C. §1445) and agrees to provide a certificate at Closing verifying this, which will include Seller's tax ID
491 number. If Seller is determined to be a foreign person, Buyer must adhere to the relevant FIRPTA withholding and
492 payment obligations. Any amounts required for FIRPTA compliance will be deducted solely from Seller's net proceeds. If
493 the net proceeds are insufficient to meet the FIRPTA withholding requirements, Seller must provide the additional funds
494 necessary to cover the withholding at Closing. Both parties are encouraged to seek independent tax advice and legal
495 counsel regarding FIRPTA and any related tax issues.

496 **29. ANTI-TERRORISM.**

497 Each party hereunder affirms and guarantees to the other parties and the Broker(s) that they are not, and are not acting,
498 either directly or indirectly, for or on behalf of any individual or entity designated as a Specially Designated National and
499 Blocked Person (as defined in Presidential Executive Order 13224), or with whom business transactions are prohibited
500 under anti-terrorism regulations.

501 **30. ACCEPTANCE DEADLINE/EFFECTIVE DATE.**

502 Buyer's offer to purchase the Property shall automatically expire if Seller has not accepted it by _____m.,
503 on _____(the "**Acceptance Deadline**"). Buyer may revoke this offer at any time by giving
504 notice (either verbally or in writing) to Seller or the agent representing Seller, up until the point Seller has accepted it.
505 The offer will become valid and legally binding once Seller accepts it by (1) signing it, and (2) providing timely notice of
506 acceptance (either verbally or in writing) to Buyer or to the agent representing Buyer, on or before the specified
507 Acceptance Deadline..

508 The "**Effective Date**" of this Agreement will be the date next to the signature of the final party to sign the Agreement.

509 **31. TIMELY PERFORMANCE IS CRITICAL.**

510 **Timely execution of the parties' obligations under this Agreement is essential.** All mentions of a
511 specific time will refer to Central Time. For the purposes of this Agreement, a "**day**" is defined as a 24-hour
513 calendar day, occurring seven (7) days per week.

514 **Mark the box if extra signatures are required and include the Additional Signature Page (MSC-5070).**

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

516 _____
517 **BUYER** **Date**
518 *Printed Name:* _____

516 _____
517 **SELLER** **Date and Time**
518 *Printed Name:* _____

519 _____
520 _____
521 **BUYER** **Date**
522 *Printed Name:* _____

519 _____
520 _____
521 **SELLER** **Date and Time**
522 *Printed Name:* _____

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

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

525 _____
526 *Printed Entity Name*
527 _____
528 *Title(s):* _____

525 _____
526 *Printed Entity Name*
527 _____
528 *Title(s):* _____

529 **SELLER REJECTS OFFER (Initial) _____**

530 **SELLER COUNTER-OFFERS (Initial) _____**
531 Counter Offer form MSC-2040, which modifies the terms of
532 this offer, is attached and becomes part of this Agreement