



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

1 **THIS CONTRACT is made between:** (Print names and **INDICATE MARITAL STATUS OF PARTIES.** If Seller  
 2 name is not completed, Licensee Assisting Seller to insert Seller name prior to presentation to Seller.)  
 3

4 **SELLER:** \_\_\_\_\_  
 5 \_\_\_\_\_

6 **BUYER:** \_\_\_\_\_  
 7 \_\_\_\_\_

8  
 9  **Bank-Owned Property (check if applicable):** If the real property is bank-owned and the titled owner of  
 10 record is not known at the Effective Date of this Contract, BUYER and SELLER agree the name of the SELLER  
 11 is amended to as it is stated in the Deed at Closing and is incorporated herein by reference and in any  
 12 amendments and addenda. SELLER warrants it has full authority to sign and perform on this Contract on behalf  
 13 of the titled owner of record.  
 14

15 **PROPERTY, CONSTRUCTION, ADDENDA, DESCRIPTIONS AND CONDITIONS**

16  
 17 **1. PROPERTY.** In consideration of the mutual promises and covenants herein contained, and subject to the  
 18 conditions herein set forth, SELLER hereby sells and BUYER hereby purchases the following described real  
 19 estate (the Property), upon which there is to be constructed or completed a dwelling unit (the Home):  
 20  
 21

22 **Street Address** \_\_\_\_\_ **City** \_\_\_\_\_ **State** \_\_\_\_\_ **Zip** \_\_\_\_\_  
 23  
 24 **County** \_\_\_\_\_

25 **LEGAL DESCRIPTION:** (As described below)  
 26 \_\_\_\_\_  
 27 \_\_\_\_\_  
 28 \_\_\_\_\_

- 29  
 30 **2. CONSTRUCTION OF HOME.** SELLER will complete construction of the Home as indicated below.  
 31 **(Check applicable boxes)**  
 32  
 33 a.  The plans and specifications (if available) prepared by \_\_\_\_\_,  
 34 number \_\_\_\_\_, last dated \_\_\_\_\_, or:  
 35  Plans (the "Plans")  Specifications  Drawings  Allowance sheets  
 36  
 37 b.  Substantially the same specifications, standards and materials as for the model or existing dwelling  
 38 unit located at \_\_\_\_\_  
 39 (excluding: optional features, wallpaper, window treatments, decorative features and furnishings)  
 40 except as modified in separate specification and allowance addendum.  
 41  
 42 c.  Plans and drawings are not applicable (BUYER is purchasing an existing or completed home.  
 43 Subsurface Conditions paragraph is not applicable).  
 44  
 45 d. BUYER has been informed that under Missouri law BUYER has the right to choose whether BUYER  
 46 wishes to have a fire sprinkler system installed in the residence at BUYER'S expense.  
 47 BUYER chooses:  
 48  
 49  To have a fire sprinkler system installed  
 50  NOT to have a fire sprinkler system installed

\_\_\_\_\_|\_\_\_\_\_|Initials **SELLER and BUYER acknowledge they have read this page** Initials \_\_\_\_\_|\_\_\_\_\_|  
 SELLER | SELLER BUYER | BUYER

51 e. Additional Terms and Conditions, if any. \_\_\_\_\_  
52 \_\_\_\_\_  
53 \_\_\_\_\_  
54 \_\_\_\_\_  
55 \_\_\_\_\_  
56 \_\_\_\_\_

57 3. ADDENDA/ENTIRE CONTRACT. This contract, together with the addenda listed below and attached,  
58 constitute the entire agreement (the "Contract") between the parties and supersedes all prior agreements, if  
59 any, oral or written, with regard to the Property. This Contract may only be amended, supplemented or  
60 terminated by written instrument executed by the parties. If a party's consent is required under this Contract,  
61 such party will not unreasonably withhold or delay consent. Change Orders may be signed by one of the  
62 BUYERS.

63 The following are attached or have been provided to BUYER and are a part of this Contract.

- 64 (Check applicable boxes)
- |   |   |
|---|---|
| 65 <input type="checkbox"/> Contingency for Sale of Buyer's Property Add. | 65 <input type="checkbox"/> Other _____ |
| 66 <input type="checkbox"/> Plans, Specifications and/or Exhibits         | 66 <input type="checkbox"/> Other _____ |
| 67 <input type="checkbox"/> Homeowner's Association Documents             | 67 <input type="checkbox"/> Other _____ |
| 68 <input type="checkbox"/> Covenants/Restrictions                        | 68 <input type="checkbox"/> Other _____ |
| 69 <input type="checkbox"/> Pricing Calculation Addendum                  | 69 <input type="checkbox"/> Other _____ |
| 70 <input type="checkbox"/> Allowances Addendum                           | 70 <input type="checkbox"/> Other _____ |
| 71 <input type="checkbox"/> Kansas Energy Efficiency Disclosure           | 71 <input type="checkbox"/> Other _____ |
| 72 <input type="checkbox"/> Other _____                                   | 72 <input type="checkbox"/> Other _____ |

73 4. DESCRIPTIONS AND CONDITIONS.

74 a. Assignment. This Contract may not be assigned by either SELLER or BUYER without the prior written  
75 consent of the other.

76 This Contract will be binding on the parties hereto, and their respective heirs, personal representatives,  
77 successors and permitted assigns.

78 This Contract will be constructed, governed and enforced pursuant to the laws of the state where the  
79 Property is located.

80 b. Parties. This is a Contract between SELLER and BUYER. If SELLER or BUYER constitutes two or more  
81 persons, the terms "SELLER" or "BUYER" will be construed to read "SELLERS" or "BUYERS" whenever  
82 the sense of the Contract requires.

83 Unless identified as SELLER or BUYER, Listing Broker and any Cooperating Broker and their Agents  
84 (collectively referred to as "Broker") and any Escrow or Closing Agent are acting as Agents only and are  
85 not parties to this Contract. Broker assisting buyer shall be an express third-party beneficiary of the  
86 provisions of Section 16.i.1 of this Contract and shall have a separate and independent right to enforce  
87 such provision against SELLER.

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

94 \_\_\_\_\_ Initials SELLER and BUYER acknowledge they have read this page Initials \_\_\_\_\_  
95 SELLER | SELLER BUYER | BUYER

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- 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 other communication required or permitted hereunder may be delivered in person, by facsimile, United States Postal Service, courier service or email to the address set forth in this Contract or such other address or number as will be furnished in writing by any such party.

Such notice or communication will be deemed to have been given as of the date and time so delivered. Delivery to or receipt by the Licensee assisting BUYER will constitute receipt by BUYER and delivery to or receipt by the Licensee assisting SELLER will constitute receipt by SELLER.

**d. Representations.** It is acknowledged that Broker and any Escrow Agent are acting as agents only and are not responsible to either party for the performance of any term or condition of this Contract or for damages for non-performance thereof.

BUYER acknowledges that the display homes, including, without limitation, the furnishings, appliances, finish, landscaping and other items therein are for display purposes only and may not be included in this Contract.

The developer of the subdivision in which the Property is located is not a party to this Contract and will not be responsible or liable for the performance or non-performance hereof.

**e. Effective Date.** The **Effective Date** will be the date of final acceptance by the last party to sign this **Contract** or a **Counter Offer Addendum**.

**f. Time is of the essence.** Time is of the essence in the performance of the obligations of the parties under this Contract. With the exception of the term "banking days" or "business days", as used herein, a "day" is defined as a 24-hour calendar day, seven (7) days per week.

**g. Electronic transaction.** All parties agree this transaction may be conducted by electronic means, including email, according to the Uniform Electronic Transaction Act as adopted in Kansas and Missouri.

**h. Cyber Awareness.** Because you are going to be involved in a real estate transaction where money is changing hands, you are a potential target for cyber-criminals. Always contact the closer directly before wiring any money.

**5. SUBSURFACE CONDITIONS.** It is understood this paragraph refers to subsurface conditions not visibly apparent and would not be part of normal excavation. It is recommended BUYER obtain any tests pertaining to subsurface conditions to further reduce the likelihood of unexpected expenses. BUYER will pay the cost of all such inspections.

The Purchase Price herein stated is predicated upon no rock or shale being encountered while excavating or ditching, or any condition below the surface of the ground presenting problems due to the presence of springs or other water streams, unstable soil, expansive soil on the Property. In the event any such conditions are encountered, SELLER agrees to notify BUYER immediately, in writing, of said conditions and the additional costs necessary to correct said conditions. SELLER'S allowance for excavating (included in Purchase Price) \$ \_\_\_\_\_.

Additional out-of-pocket costs in excess of 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 the following: \_\_\_\_\_% paid by BUYER and \_\_\_\_\_% paid by SELLER (split 50/50 if left blank).

\_\_\_\_\_|\_\_\_\_\_| Initials **SELLER and BUYER acknowledge they have read this page** Initials \_\_\_\_\_|\_\_\_\_\_|  
SELLER | SELLER BUYER | BUYER

161 6. **SITE PREPARATION.** It is understood that this paragraph refers to the expenses incurred to adapt this home  
162 to this specific site which shall include but not be limited to: tree removal, retaining walls, fill material & hauling,  
163 developer requirements (such as roof, siding, landscaping, etc.), walkout and daylight basement conditions,  
164 additional foundation expenses, utility installations, grading, drainage, city sidewalks, oversized driveways, etc.

165  
166 SELLER has reviewed the engineered site plan prior to construction and has built in a site preparation  
167 allowance of \$\_\_\_\_\_ (included in Purchase Price).

168  
169 If actual costs for said Site Preparation exceed SELLER'S allowance will be paid as follows: BUYER will pay  
170 the first \$\_\_\_\_\_ and SELLER will pay the next \$\_\_\_\_\_. Seller will provide written documentation of  
171 any such overages. Any additional overages will be handled as follows: \_\_\_\_\_% paid by BUYER and  
172 \_\_\_\_\_% paid by SELLER (split 50/50 if left blank).

173  
174 7. **PLANS AND CHANGE ORDERS.** BUYERS may request in writing, on SELLER'S Change Order form, certain  
175 additions, deletions, substitutions or revisions to the Plans, and, if agreed to by BUYER and SELLER, provisions  
176 of this Contract will apply thereto with the same effect as if embodied in the original Plans. **The Change Order**  
177 **form should identify all changes and any delays in the Closing Date, if any.**

178  
179 Changes will be accounted for in the Change Order Form by either amending the Purchase Price or a Cash  
180 Payment for such changes if any; **cash payments will be NON-REFUNDABLE.**

181  
182 **No verbal Change Order requests will be made by BUYER. BUYER agrees not to give any Change**  
183 **Orders directly to any subcontractors or suppliers of SELLER without SELLER'S prior written consent.**

184  
185 8. **MATERIALS.** Materials, including allowances, selected by BUYER for the Home must be obtained from  
186 SELLER'S existing supplier, be available for immediate installation, and be installed by SELLER, or his  
187 employees, agents, contractors or subcontractors. Any deviation must be mutually approved by BUYER and  
188 SELLER through written Change Orders.

189  
190 BUYER will make selections in writing on SELLER'S form of any optional color, style or material offered by  
191 SELLER and at the time and place designated by SELLER.

192  
193 If BUYER fails to make all required selections within ten (10) calendar days after SELLER'S request therefore,  
194 SELLER may make selections consistent with the plans and specifications.

195  
196 9. **ALLOWANCES, ADJUSTMENTS AND OVERAGES.** It is understood and agreed that in the event BUYER  
197 exceeds SELLER'S allowances, overages will be paid directly to SELLER or supplier at the time of selection by  
198 BUYER and will not be refundable to BUYER unless SELLER fails to close in accordance with the terms of this  
199 Contract.

200  
201 In the event BUYER'S selections are less than SELLER'S allowances, BUYER may apply the difference to  
202 another allowance or receive credit at Closing, if permitted by BUYER'S Lender. It is understood by BUYER  
203 that landscaping allowance may not be credited and landscaping must be installed.

204  
205 10. **DECLARATIONS.** BUYER understands that title to the Property will be subject to any Homeowner's Association  
206 Declarations and/or Restrictions.

207  
208 11. **PLACEMENT OF IMPROVEMENTS.** After consultation with BUYER, SELLER reserves the right to make the  
209 final decision of placement of the Home on the lot, the height of the driveway, the number of steps to the Home,  
210 garage and from the driveway to the front stoop.

211  
212 The final decision on the placement of the Home on the lot, exterior paint/stucco colors of the Home, as well as  
213 certain building materials and other matters affecting construction is reserved for the Homeowner's  
214 Association and/or developer's approval. Such declarations and their provisions will not be a basis for objections  
215 to title.

\_\_\_\_\_|\_\_\_\_\_| Initials **SELLER and BUYER acknowledge they have read this page** Initials \_\_\_\_\_|\_\_\_\_\_|  
SELLER | SELLER BUYER | BUYER

216 **12. DRAINAGE.** Unless otherwise expressly provided in the Plans, the Purchase Price includes a drainage system  
217 consisting solely of grading of the Property in accordance with the overall approved grading plans for the  
218 development and installation of gutters, down spouts and splash blocks.  
219

220 If any other grading, drains or other installations become necessary for the Property to drain properly (even  
221 after Closing) or if grading in accordance with the developer's plans is impractical or ineffective due to grading  
222 of adjacent properties by other parties, SELLER will notify BUYER of any such conditions. If this occurs prior to  
223 Closing, the Purchase Price will automatically increase by the amount of SELLER'S additional out-of-pocket  
224 costs incurred in connection therewith or, if after Closing, BUYER will pay such additional costs.  
225

226 **13. CHANGES IN GOVERNMENT REQUIREMENTS.** The Purchase Price is predicated upon a continuation after  
227 the Effective Date of this Contract of the currently applicable building codes and the enforcement policies  
228 thereunder, permitting requirements and fees (including but not limited to required government financing fees),  
229 and similar government and utility requirements.  
230

231 In the event any change in such matters becomes effective after the Effective Date of this Contract and the  
232 change affects the costs for the Home, SELLER will notify BUYER and the Purchase Price will automatically  
233 increase or decrease by the amount of SELLER'S additional out-of-pocket costs incurred in connection  
234 therewith.  
235

236 **14. WARRANTY AND SERVICE PROGRAMS.** SELLER will assign over to BUYER any warranties given to  
237 SELLER by suppliers of appliances, machinery, equipment, plants, sod, trees, etc. incorporated into  
238 the Property.  
239

240 **SELLER will make no warranties other than the express limited warranties specifically set forth or**  
241 **referenced in this contract.**  
242

243 SELLER disclaims, and BUYER knowingly, with full awareness of the consequences thereof, and as a result  
244 of the negotiations and discussions with SELLER resulting in this contract, waives any and all warranties  
245 express or implied, that are not expressly set forth or referenced in this contract, including, without limitation,  
246 any implied warranty of habitability, of merchantability, or of fitness for a particular purpose.  
247

248 The specific limited warranties set forth or referenced in this contract do not cover personal injury, damage  
249 to personal property or consequential damages (unless otherwise required by state law).  
250

251 BUYER acknowledges that Broker has not made any representations or warranties with respect to the  
252 Property.  
253

254 Notwithstanding the provisions of any warranty to the contrary, BUYER agrees not to expect or demand  
255 perfection and SELLER will not be liable or responsible for or obligated to repair or replace:  
256

- 257 **a.** Minor imperfections in work performed or in materials supplied, which BUYER hereby acknowledges are  
258 normal and expected, or defects which are the result of characteristics of the materials when properly used;
- 259 **b.** Shrinkage or movement cracks in woodwork, doors and hardwood floors (BUYER recognizes that wood by  
260 its very nature will expand and contract);
- 261 **c.** Yellowing or other discoloration of materials caused by sunlight, lack of sunlight, cleaning products or other  
262 causes;
- 263 **d.** Disintegration of concrete or other materials, or color differentials in concrete caused by weather or use of  
264 salt, chemicals or other substances;
- 265 **e.** Any workmanship performed or materials supplied:
  - 266 1. By any third party with whom BUYER instructs SELLER to Contract with and with whom SELLER  
267 would not otherwise Contract;
  - 268 2. By BUYER or anyone engaged by BUYER (excluding SELLER);
  - 269 3. In accordance with any plans supplied or required by BUYER and not approved by SELLER; or
  - 270 4. In accordance with the standards of residential construction in the area in which the Property is  
271 located;
- 272 **f.** Any septic tank systems, hot tubs or swimming pools and related installations;

		Initials <b>SELLER and BUYER acknowledge they have read this page</b> Initials				
SELLER	SELLER		BUYER		BUYER	BUYER

- 273 g. Any defects to the extent caused or made worse by:
- 274 1. The negligence, improper maintenance, abuse or improper operation by anyone other than
- 275 SELLER or its employees, agents, suppliers or subcontractors;
- 276 2. The failure of BUYER to perform general maintenance or to properly care for the Property, including
- 277 without limitation, maintenance of proper humidity levels;
- 278 3. The failure of BUYER to give notice to SELLER of the defect within a reasonable time after
- 279 discovery by BUYER; or
- 280 4. Any additions or alterations made by anyone other than SELLER or its employees, agents,
- 281 suppliers or subcontractors;
- 282 h. Normal wear and tear or normal deterioration;
- 283 i. Damage from insects, pets, accidents, fire, explosion, smoke, lightning and other casualty losses or acts of
- 284 God or damage caused in any way by the elements; and
- 285 j. Sinking or shifting of land untouched by SELLER or due to causes beyond SELLER'S reasonable control;
- 286 k. SELLER does not guarantee the life of sod, trees or shrubs planted by SELLER against damage caused
- 287 by weather, nor against unsatisfactory growth due to inadequate watering or cultivation by BUYER or
- 288 against other causes beyond SELLER'S control. Precautions will be taken to protect existing trees, but
- 289 SELLER neither guarantees their life or removal in the event they subsequently die.

290 **SELLER WARRANTIES.** BUYER and SELLER are cautioned that some loan programs (typically, but not limited

291 to, FHA, VA loans) have specific performance standards for a new home warranty. These standards must be

292 satisfied for the loan to be approved by the lender. BUYER and SELLER are advised to confirm that the identified

293 new home warranty checked below satisfies lender requirements, if any.

294 For Missouri properties only: Under Missouri law, in the event BUYER is offered and accepts in this Contract an

295 express warranty by SELLER or through a third party warranty company paid for by SELLER, BUYER

296 understands: THIS CONTRACT, MERCHANDISE AND PROPERTY CONVEYED UNDER THIS CONTRACT

297 AND THE TRANSACTION BETWEEN THE SELLER AND BUYER IS EXCLUDED FROM COVERAGE UNDER

298 THE MERCHANDISING PRACTICES ACT, SECTIONS 407.010 TO 407.130, REVISED STATUTES OF

299 MISSOURI.

300 **(Check Applicable Box(es) Below)**

- 301  **A. LIMITED ONE YEAR WARRANTY.** SELLER warrants the Property for a period of one (1) year
- 302 from the Closing Date, against structural and mechanical defects brought to SELLER'S attention
- 303 in writing within that time. SELLER, at its expense, will make all repairs and replacements of any
- 304 nature or description to the Property, interior or exterior, structural or non-structural, as will
- 305 become necessary by reason of faulty workmanship or materials which are brought to SELLER'S
- 306 attention in writing within one (1) year after the Closing Date.

307 The choice between repair and replacement will be solely that of the SELLER. SELLER will NOT

308 be liable or responsible for, or obligated to repair or correct, any workmanship performed or

309 materials supplied by BUYER, or performed by anyone other than SELLER or his employees,

310 agents, contractors or subcontractors, or for any defects in the Property to the extent caused or

311 made worse by negligence, improper maintenance, or improper operation by anyone other than

312 SELLER, his employees, agents, contractors or subcontractors.

313 The express written warranties provided in this paragraph and otherwise contained in this

314 Contract are in lieu of any implied warranties, including, without limitation, those of habitability,

315 fitness for a particular purpose or merchantability.

- 316  Service provided by SELLER or  THIRD PARTY PROVIDER \_\_\_\_\_.
- 317  **SELLER has no written warranty service policy or procedure. SELLER must be**
- 318 **contacted within one (1) year of Closing Date and advised of eligible call back items.**
- 319 **SELLER will schedule with BUYER for repairs at a mutually agreed time.**

320 \_\_\_\_\_ Initials **SELLER and BUYER acknowledge they have read this page** Initials \_\_\_\_\_

321 SELLER | SELLER BUYER | BUYER

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**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 limited service Contract covering repair or replacement of certain working components on the Property, as described in the plan, subject to a per claim deductible. BUYER has been given a copy of the application for the warranty plan, and agrees that Broker may receive a fee from the warranty company.

**E. THIS PROPERTY DOES NOT HAVE A LIMITED HOME WARRANTY.**

**NOTWITHSTANDING ANYTHING IN THIS WARRANTY AND SERVICE PROGRAMS SECTION TO THE CONTRARY, NOTHING HEREIN WILL BE CONSTRUED TO LIMIT OR DISCLAIM ANY WARRANTY THAT, UNDER APPLICABLE STATE LAW, CANNOT BE LAWFULLY LIMITED OR DISCLAIMED.**

**15. ESCROW OF INCOMPLETE ITEMS.** Any incomplete items (excluding any title deficiencies, warranty, orientation tour items or remedial items) required to be completed prior to Closing will be listed along with their respective costs, as determined by SELLER, and deducted from SELLER'S proceeds along with any amounts required to be held in escrow in excess of the allowance and held in escrow. Escrow funds for each completed item listed will be released to SELLER in accordance with the terms of the escrow agreement.

BUYER and SELLER agree to execute an escrow agreement at Closing in a form satisfactory to SELLER, BUYER, Lender and the escrow agent. In the event an escrow is required as a result of BUYER'S request for delay in the installation of landscaping, sod, sprinkler system, fencing or other exterior amenities, BUYER agrees that any amounts required to be held in escrow in excess of the allowances provided in this Contract will be deposited by BUYER, and that any inspection or re-inspection fees for said items will be paid by BUYER. In the event an escrow is required as a result of SELLER'S request for delay, any inspection or re-inspection fees will be paid by SELLER.

**PURCHASE PRICE, FINANCIAL TERMS, AND CLOSING AND POSSESSION**

**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) of 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 Earnest Money is not delivered during the Delivery Period, SELLER may cancel this Contract by written notice once the Delivery Period has ended and prior to delivery of the Earnest Money.**

\_\_\_\_\_|\_\_\_\_\_| Initials **SELLER and BUYER acknowledge they have read this page** Initials \_\_\_\_\_|\_\_\_\_\_|  
SELLER | SELLER BUYER | BUYER

- 386 **b. Earnest Money** in the amount of ..... \$ ..... (b)  
 387 in the form of: *(Check one)*  
 388  Check/Electronic Funds Transfer/ACH  Other \_\_\_\_\_  
 389  
 390 Deposited with: \_\_\_\_\_  
 391  
 392 BUYER acknowledges that funds payable to and held by SELLER **WILL NOT** be held  
 393 subject to the terms of the Earnest Money and Additional Deposits paragraph and may  
 394 not be refundable. *(Check one)*:  
 395  NON-REFUNDABLE  REFUNDABLE  
 396
- 397 **c. Lot Reservation Deposit** in the amount of ..... \$ ..... (c)  
 398 Transferred/Assigned to: \_\_\_\_\_  
 399 in the form of: *(Check one)*  
 400  Check/Electronic Funds Transfer/ACH  Other \_\_\_\_\_  
 401 from Lot Sale Contract or Lot Reservation Agreement dated \_\_\_\_\_  
 402 *(Check one)*  
 403  NON-REFUNDABLE  REFUNDABLE  
 404
- 405 **d. Additional Earnest Money** in the amount of (ZERO (\$0) if left blank) ..... \$ ..... (d)  
 406 in the form of: *(Check one)*  
 407  Check/Electronic Funds Transfer/ACH  Other \_\_\_\_\_  
 408 will be delivered on or before: \_\_\_\_\_  
 409 *(Check one)*  
 410  NON-REFUNDABLE  REFUNDABLE  
 411  
 412 Deposited with: \_\_\_\_\_  
 413  
 414 BUYER acknowledges that funds payable to and held by SELLER **WILL NOT** be held  
 415 subject to the terms of the Earnest Money and Additional Deposits paragraph and may  
 416 not be refundable.  
 417
- 418 **e. Additional Earnest Money** in the amount of (ZERO (\$0) if left blank) ..... \$ ..... (e)  
 419 in the form of: *(Check one)*  
 420  Check/Electronic Funds Transfer/ACH  Other \_\_\_\_\_  
 421 will be delivered on or before: \_\_\_\_\_  
 422 *(Check one)*  
 423  NON-REFUNDABLE  REFUNDABLE  
 424  
 425 Deposited with: \_\_\_\_\_  
 426  
 427 BUYER acknowledges that funds payable to and held by SELLER **WILL NOT** be held  
 428 subject to the terms of the Earnest Money and Additional Deposits paragraph and may  
 429 not be refundable.  
 430
- 431 **f. Other Deposits** as defined in attached Addendum ..... \$ ..... (f)  
 432
- 433 **g. Total Amount Financed** (Zero (\$0) if Cash Sale)  
 434 (not including financed mortgage insurance premiums,  
 435 or Closing Costs, if any). ..... \$ ..... (g)  
 436
- 437 **h. Approximate amount due from BUYER at time of Closing,**  
 438 excluding adjustments, prorations, primary and additional  
 439 financing as set forth in Financial Terms, Closing costs,  
 440 and/or prepaid expense, if any. Said amount to be in the  
 441 form of **CERTIFIED FUNDS** on the date of Closing. .... \$ ..... (h)  
 442  Includes Lender(s) approved down payment assistance.

\_\_\_\_\_|\_\_\_\_\_| Initials **SELLER and BUYER acknowledge they have read this page** Initials \_\_\_\_\_|\_\_\_\_\_|  
 SELLER | SELLER BUYER | BUYER



443 The words "NON-REFUNDABLE" when used in connection with a payment and/or deposit made or to be  
444 made by BUYER, unless otherwise expressly stated, will mean that the BUYER will NOT be entitled to a  
445 return of the payment and/or deposit under any circumstances, except when SELLER fails to perform on  
446 the contract.  
447

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

- 450 1. **SELLER Compensation to Broker assisting BUYER.** SELLER agrees  
451 to pay Broker assisting BUYER from SELLER'S funds at Closing .....\$ \_\_\_\_\_  
452  
453 2. **Additional SELLER paid costs.** In addition to any other costs SELLER  
454 agreed to pay herein, SELLER agrees to pay other allowable Closing  
455 costs permitted by Lender(s) and/or prepaid items for BUYER, not  
456 to exceed: ..... \$ \_\_\_\_\_  
457  
458 3. **Costs Not Payable by BUYER.** Some lending programs may prohibit  
459 a **BUYER** from paying certain closing-related costs. SELLER agrees to  
460 pay all costs associated with obtaining the **BUYER'S** loan(s) which  
461 the program rules will not permit the **BUYER** to pay, not to exceed:.....\$ \_\_\_\_\_  
462  
463 **TOTAL ADDITIONAL SELLER EXPENSES:.....\$ \_\_\_\_\_**

464 j. **OTHER FINANCING COSTS.**

- 466 1. **Loan Costs.** BUYER agrees to pay all customary costs necessary to obtain the Loan(s) (including  
467 but not limited to, origination fees, discounts or buy-downs) unless otherwise agreed.  
468  
469 2. **Private Mortgage Insurance (PMI).** BUYER will pay any up front PMI premium and annual renewal  
470 premiums or will finance the PMI as a part of the Loan(s), if required by Lender(s).  
471  
472 3. **FHA Mortgage Insurance (MIP).** BUYER will pay any up front MIP premium and annual renewal  
473 premiums or will finance MIP as a part of the Loan(s).  
474  
475 4. **VA Funding Fee** as required by Lender(s) will be paid at Closing by the BUYER or financed as part  
476 of the Loan(s).  
477  
478 5. **USDA Funding Fee** as required by Lender(s) will be paid at Closing by the BUYER or financed  
479 as part of the Loan(s).  
480  
481 6. **Flood Insurance.** BUYER agrees to pay for flood insurance if required by Lender.  
482

483  
484 **17. CLOSING AND POSSESSION.** On or before \_\_\_\_\_ (Closing Date), SELLER will execute and  
485 deliver into escrow with the title company(s) or other Closing Agent(s), a general warranty deed (or special  
486 warranty deed or fiduciary deed, if SELLER is a corporation, association, financial institution or fiduciary) and  
487 all other documents and funds necessary to satisfy SELLER'S obligations under this Contract.  
488

489 On or before the Closing Date, BUYER will execute and deliver into escrow with the title company(s) or other  
490 Closing Agent(s), all documents (including note(s), mortgage(s)/deed(s) of trust, and any other documents  
491 required by BUYER'S Lender(s), if BUYER is obtaining financing) and funds (including Loan proceeds, if  
492 BUYER is obtaining financing) necessary to satisfy BUYER'S obligations under this Contract.  
493

494 **SELLER and BUYER acknowledge all funds required for Closing must be in the form of cashier's**  
495 **check, wire transfer or other certified funds.**  
496

497 When all documents and funds have been executed and delivered into escrow with the title company(s) or other  
498 Closing Agent(s), the Closing will be completed. SELLER will deliver possession of the Property to BUYER on  
499 \_\_\_\_\_ at \_\_\_\_\_ o'clock \_\_\_\_\_. m., (if left blank, **Possession** will be 5:00 P.M. on the  
500 **Closing Date**).

\_\_\_\_\_|\_\_\_\_\_| Initials **SELLER and BUYER acknowledge they have read this page** Initials \_\_\_\_\_|\_\_\_\_\_|  
SELLER | SELLER BUYER | BUYER

501 BUYER must not occupy the Property or place personal property in or on it prior to completion of the  
502 Closing and disbursement or availability of SELLER'S proceeds, if any, unless otherwise agreed upon in  
503 writing by the BUYER and the SELLER.  
504

505 18. APPRAISED VALUE CONTINGENCY. Notwithstanding any other terms of this contract BUYER may within  
506 \_\_\_\_\_ calendar days (thirty (30) days if left blank) from the Effective Date of this contract obtain at the BUYER  
507 EXPENSE, a PRELIMINARY APPRAISAL of the Property by an independent licensed appraiser.  
508

509 BUYER is aware that some additional upgrades/ overages/ change orders added during construction may  
510 not be recognized by the appraiser as adding real value and therefore may cause a discrepancy between  
511 the PRELIMINARY and FINAL APPRAISAL. **If BUYER'S Lender(s) will not increase the BUYER'S Loan**  
512 **Amount to account for the said discrepancy, BUYER understands that a cash payment will be**  
513 **required either at the time of the change order or closing to account for the difference between the**  
514 **PRELIMINARY and FINAL Appraisal.**  
515

516 If repairs/requirements are contained in Lender(s) appraisal, SELLER agrees to pay an amount not to  
517 exceed \$\_\_\_\_\_ (zero (0) if left blank) to remedy the repairs/requirements. BUYER will notify SELLER in  
518 writing of the repairs/requirements at the earliest convenience, but prior to final walk-through. Appraisal  
519 and/or Lender(s) requirements will not include any changes for which BUYER has agreed to be responsible  
520 elsewhere in the Contract.  
521

522 19. SALE CONTINGENCY. (Check applicable box)  
523

- 524  This Contract is **NOT** contingent upon the sale and Closing of a BUYER'S Property.  
525  
526  This Contract **IS** contingent upon the sale and Closing of a BUYER'S Property and a **Contingency**  
527 **For Sale and/or Closing of a Buyer's Property Addendum is attached.**  
528

529 20. FINANCIAL TERMS.  
530

- 531  **THIS IS A CASH SALE.** BUYER must provide written verification of funds within \_\_\_\_ calendar days  
532 (five (5) days if left blank), after the Effective Date, which are sufficient to complete the Closing on this  
533 Contract.  
534  
535  **THIS IS A FINANCED SALE.** This Contract is contingent upon BUYER obtaining the financing  
536 described in this paragraph.  
537

538 BUYER may obtain Loan(s) different from those described herein provided that the terms of the Loan(s) do  
539 not result in additional costs to SELLER, delay the Closing Date, or change the Loan approval time frame.  
540 These changes must be agreed in writing, by both parties, within five (5) calendar days of BUYER'S  
541 knowledge and no later than \_\_\_\_ calendar days before Closing Date (fifteen (15) days if left blank).  
542

543 BUYER and SELLER are hereby informed that any changes to the terms below after the Effective Date of  
544 the Contract have the potential to delay Closing and/or change costs due to federal regulations.  
545

546 a. **Type of Financing.** Loan(s) will be  owner-occupied Loan(s) or  investment Loan(s).  
547

548 b. **Loan Types/Terms.** BUYER will obtain a Loan(s) upon the following terms:  
549

Type:	Primary Loan	Secondary Loan
Conventional	<input type="checkbox"/>	<input type="checkbox"/>
FHA	<input type="checkbox"/>	<input type="checkbox"/>
VA	<input type="checkbox"/>	<input type="checkbox"/>
USDA	<input type="checkbox"/>	<input type="checkbox"/>
Other _____	<input type="checkbox"/>	<input type="checkbox"/>

SELLER | SELLER Initials **SELLER and BUYER acknowledge they have read this page** Initials BUYER | BUYER

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**Interest Rate:**

Fixed Rate    
Adjustable Rate    
Interest Only    
Other \_\_\_\_\_

**Amortization Period** \_\_\_\_\_ years \_\_\_\_\_ years  
**Principal Amount or LTV** \_\_\_\_\_

All Loan amounts will include financed mortgage insurance premiums or VA funding fee, if any, according to the provisions described herein (the "Loan"). The Loan(s) will be secured by a mortgage/deed of trust on the Property or as otherwise required by Lender(s), and repayable in 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

BUYER has the option to "lock in" the foregoing interest rate or to "float" the interest rate.

If BUYER locks in a rate, BUYER agrees to accept the "locked" rate and terms even if different than those stated above. If BUYER floats the rate, BUYER agrees to accept the rate and terms available from BUYER'S Lender(s) for which BUYER qualifies at Closing.

**d. Loan Application(s).** BUYER agrees to authorize Lender(s) to perform all required services (credit report, appraisal, etc.), pay the fees required by Lender(s), and provide Lender(s) with all information requested within \_\_\_\_\_ calendar days (fifteen (15) days if left blank) after Effective Date.

**BUYER IS PRE-APPROVED** (See attached Lender(s) letter(s).) BUYER has submitted information to \_\_\_\_\_ "Lender(s)") who has checked BUYER'S credit and indicated that BUYER can qualify for a Loan(s) in an amount equal to or greater than the Loan(s) contemplated in this Contract, subject to satisfactory appraisal of the Property and any other conditions set forth in the attached Lender(s) letter(s). The pre-approval must indicate that the BUYER'S credit is acceptable to Lender(s) and indicate whether or not the pre-approval is subject to the sale and Closing of the BUYER'S current Property.

**BUYER IS NOT PRE-APPROVED.** Within \_\_\_\_\_ calendar days (five (5) days if left blank) after the Effective Date of this Contract, BUYER will complete a written application.

**SELLER is aware that pre-approval is not a guarantee that BUYER will receive Lender(s) Loan approval(s).**

**e. Loan Approval(s).** BUYER agrees to make a good faith effort to obtain a commitment for the Loan(s) within \_\_\_\_\_ calendar days (forty-five (45) days if left blank) from the Effective Date of this Contract or within \_\_\_\_\_ calendar days (five (5) days if left blank) prior to the Closing Date, whichever is earlier (the "Loan Approval Period").

If BUYER is unable to obtain a commitment for the Loan(s) within the Loan Approval Period, SELLER may cancel this Contract by written notice.

Upon written evidence of rejection provided by BUYER'S Lender(s), BUYER or SELLER may cancel this contract by written notice.

In either case, BUYER'S Earnest Money will be subject to the provisions of the Earnest Money and Additional Deposits paragraph of the Contract.

\_\_\_\_\_|\_\_\_\_\_| Initials **SELLER and BUYER acknowledge they have read this page** Initials \_\_\_\_\_|\_\_\_\_\_|  
SELLER | SELLER BUYER | BUYER

614 f. It is recommended that homeowner's insurance availability be ascertained during the Loan approval  
615 process.  
616

617 **CONSTRUCTION, CONDITION, MAINTENANCE AND INSPECTIONS OF THE PROPERTY**

618  
619 **21. SPECIAL HEALTH CONDITIONS.** If BUYER or other proposed occupants of the Residence have any health  
620 and/or medical conditions (such as, without limitation, physical disabilities limiting mobility, and allergies or  
621 sensitivities to dust or natural, biological or synthetic materials) that require revisions to the Plans and/or the use  
622 of non-standard construction materials, practices or techniques, BUYER must notify SELLER in writing  
623 specifying such conditions and the revisions to the Plans and/or non-standard construction materials, practices  
624 or techniques that are required.

625  
626 A written notice from BUYER must be given to SELLER within \_\_\_\_ calendar days (seven (7) days if left  
627 blank) after the Effective Date. If BUYER fails to give such written notice to SELLER within the seven (7) day  
628 period, or if BUYER and SELLER agree not to adjust the Plans or construction materials, practices or  
629 techniques due to the additional cost thereof or otherwise, SELLER shall have no liability or responsibility to  
630 BUYER or other occupant for any injury, illness or damage (direct, indirect, special or consequential) for the  
631 failure of the specified adjustments or other work to be adequate or effective with respect to any health and/or  
632 medical condition.

633  
634 To the extent not already reflected in the Purchase Price, the Purchase Price shall automatically increase  
635 by 115% of the amount of SELLER'S additional out-of-pocket costs incurred in connection with the specified  
636 changes in the Plans and any such non-standard construction materials, techniques or practices, and  
637 BUYER shall pay to SELLER, within five (5) calendar days, such additional amount of Non-Refundable  
638 Deposit in connection therewith as may be specified by SELLER to BUYER.  
639

640 **22. COMMENCEMENT OR CONTINUATION OF CONSTRUCTION.** SELLER will not be required to commence  
641 or, if already commenced, continue on site construction of the Home until BUYER has satisfied or BUYER and  
642 SELLER have agreed to waive the Financing Conditions and/or the Condition for the Sale of BUYER'S Property,  
643 if any, checked in the Addenda/Entire Contract paragraph of this Contract.  
644

645 **IF BUYER DESIRES CONSTRUCTION ON THE HOME TO COMMENCE OR, IF ALREADY COMMENCED**  
646 **TO CONTINUE CONSTRUCTION PRIOR TO SATISFACTION OR WAIVER OF THE FINANCING**  
647 **CONDITIONS OR CONDITION FOR THE SALE OF BUYER'S PROPERTY, IF ANY, THEN BY SIGNING**  
648 **THIS PARAGRAPH, BUYER AGREES THAT ALL EARNEST MONEY AND ADDITIONAL DEPOSITS WILL**  
649 **BE NON-REFUNDABLE, UNLESS PROHIBITED BY LAW, EVEN IF BUYER IS UNABLE TO OBTAIN THE**  
650 **LOAN DESCRIBED IN FINANCE TERMS OF THIS CONTRACT OR UNABLE TO SELL BUYER'S EXISTING**  
651 **PROPERTY AS SPECIFIED IN THIS CONTRACT OR LOAN DESCRIBED IN THE FINANCE TERMS OF**  
652 **THIS CONTRACT, IF SELLER HAS PERFORMED UNDER THE TERMS AND CONDITIONS OF THIS**  
653 **CONTRACT.**

654  
655 The signatures below only apply to the Commencement or Continuation of Construction Paragraph.  
656

657  
658 \_\_\_\_\_ BUYER \_\_\_\_\_ DATE  
659 SELLER/COMPANY NAME  
660 By \_\_\_\_\_  
661 OWNER/OFFICER/PARTNER TITLE DATE BUYER \_\_\_\_\_ DATE  
662

663 **23. DELAYS AND EXTENSION OF CLOSING.** If completion of construction is delayed due to weather, strikes,  
664 acts of God, Change Orders, BUYER delays or other conditions over which SELLER has no control, regardless  
665 of any other provision of this Contract, Closing and Possession will be extended for that period of time caused  
666 by any such delay in construction.  
667

668 SELLER will promptly provide written notice to BUYER identifying length of time and cause of delay. With notice,  
669 BUYER assumes responsibility of notifying Lender(s) of said delay. Normal scheduling of subcontractors and  
670 employees is a responsibility of SELLER.

Initials SELLER and BUYER acknowledge they have read this page Initials  
SELLER | SELLER BUYER | BUYER

671 **24. RELEASE AND INDEMNIFICATION.** BUYER understands that the Lot will be a construction site and it will be  
672 dangerous for BUYER and guests to be at the site. BUYER may visit and inspect the work during its progress  
673 but must not interfere with the work being conducted or place themselves at risk of injury.  
674

675 BUYER hereby releases and agrees to indemnify and hold SELLER, all Licensees and their employees  
676 harmless from and against any and all liabilities, damages, costs and expenses (including reasonable attorneys'  
677 fees) arising from any actual or claimed bodily or property damage or injury of whatever kind or character  
678 (including death) suffered or sustained by BUYER or by any of his agents, servants, employees or guests  
679 (including children) in connection with any labor performed by BUYER or by any of his agents, servants,  
680 employees or guests (including children) in the construction of the Residence or during any time that any of the  
681 foregoing may be present on the Property during construction.  
682

683 **25. UTILITIES.** SELLER agrees to leave any utilities on which have been turned on until the date of possession,  
684 unless otherwise specifically stated in this Contract.  
685

686 **26. INSURANCE AND LIABILITY.** SELLER must maintain SELLER'S risk property insurance respecting the  
687 Property through the Closing Date in an amount equal to the full insurable value thereof, liability insurance, and  
688 such other insurance coverage, including, without limitation, workers' compensation coverage, as SELLER may  
689 deem necessary or appropriate or as may be required by law.  
690

691 If BUYER directly engages another contractor or a subcontractor to perform additional work on the Property  
692 (which must always require SELLER'S consent), BUYER must cause such other party to provide SELLER with  
693 written evidence of satisfactory worker's compensation and liability insurance coverage prior to such other  
694 party performing work on the Property. In the event damages are caused by the BUYER'S contractor or  
695 subcontractor, the cost to repair is at the BUYER'S expense.  
696

697 If the damage or destruction is due to the gross negligence or willful misconduct of BUYER or BUYER'S other  
698 contractors, the cost to repair is at BUYER'S expense or SELLER will have the right to terminate this Contract,  
699 in which case SELLER will be entitled to retain the deposit.  
700

701 **27. CASUALTY LOSS.** In the event of damage or destruction to the Property prior to Closing, this Contract will  
702 remain in full force and effect and SELLER will proceed to reconstruct, repair and complete the Home as soon  
703 as reasonably possible and the Closing Date will be delayed accordingly provided repairs will not extend Closing  
704 Date beyond thirty (30) calendar days.  
705

706 If Closing extends beyond thirty (30) calendar days, BUYER may cancel the Contract and all Earnest Money  
707 paid to an Escrow Agent, Broker or directly to SELLER will be returned to BUYER unless otherwise provided in  
708 the Contract and this Contract will be null and void.  
709

710 **28. SURVEY.** BUYER may, at BUYER'S expense, obtain a "Staked Survey" of the Property no later than \_\_\_\_\_  
711 calendar days (ten (10) days if left blank) prior to the Closing Date to assure there are no defects,  
712 encroachments, overlaps, boundary line or acreage disputes, or other such matters that would be disclosed  
713 by a survey.  
714

715 BUYER acknowledges a Mortgage Inspection Report or "Loan Survey" may be required by a lending  
716 institution and is not a "Staked Survey". A title insurance company typically requires a "Staked Survey" in  
717 order to provide survey coverage to the BUYER.  
718

719 Within five (5) calendar days of BUYER'S receipt of Survey, BUYER must notify SELLER of any  
720 encroachments of any improvements upon, from, or onto the Property or any building setback line, property  
721 line, or easement, which encroachment will be deemed to be a title defect. SELLER must remedy such  
722 defects as are susceptible of being remedied prior to the Closing Date. If SELLER does not remedy the  
723 defects in title, BUYER will have one of the following options:  
724

- 725 a. Completing this purchase and accepting the title that SELLER is able to convey without adjustment in the  
726 Purchase Price; or
- 727
- 728 b. Cancelling this Contract by written notice. BUYER'S Earnest Money will be subject to the provisions of  
729 the Earnest Money and Additional Deposits paragraph of the Contract.

	Initials	<b>SELLER and BUYER acknowledge they have read this page</b>	Initials					
SELLER	SELLER				BUYER	BUYER		

730 29. **INSPECTIONS.** BUYER may, at BUYER'S expense, have an **independent, qualified inspector(s)** conduct  
731 inspections on the Property. Any and all inspections must be completed at least five (5) calendar days before  
732 Closing and written reports delivered to SELLER prior to final walk through.  
733

734 The BUYER and SELLER agree that this Contract is not subject to an initially satisfactory report, but is subject  
735 to the SELLER performing acceptable corrections as required by the report **to meet applicable local**  
736 **residential building code requirements.** Any deficiencies indicated must be accompanied by a report by a  
737 qualified inspector stating such deficiencies as well as recommended remedial action.  
738

739 30. **WOOD-DESTROYING INSECT INSPECTION.** If BUYER'S Lender(s) requires a wood-destroying insect  
740 inspection report, BUYER will be solely responsible for arranging and paying for said inspection and the cost  
741 of the treatment, if required.  
742

**If BUYER is prohibited by Lender(s) from paying the costs, then the costs will be paid by SELLER.**  
744 The responsible party will provide the inspection report to Lender(s) thirty (30) calendar days prior to Closing  
745 Date and will provide notice of treatment to BUYER and Lender(s) prior to Closing Date.  
746

747 31. **NEW HOME ORIENTATION/WALK-THROUGH.** SELLER and/or Seller's Representative and BUYER and/or  
748 Licensee assisting Buyer may do an orientation tour of the Property prior to Closing Date. Agreed upon items  
749 from this tour will be completed by SELLER (**Check one**):  By Closing or  within \_\_\_\_\_ calendar  
750 days following the Closing Date, weather permitting, and with scheduling cooperation from BUYER.  
751

752 **DEFAULTS AND REMEDIES**

753  
754 32. **DEFAULTS AND REMEDIES.** SELLER or BUYER will be in default under this Contract if either fails to comply  
755 with any material covenant, agreement, or obligation within the time limits required by this Contract. Following  
756 a default by either SELLER or BUYER under this Contract, the other party will have the following remedies,  
757 subject to the provisions of Earnest Money and Additional Deposits paragraph of this Contract.  
758

759 **If SELLER defaults, BUYER may;**

- 760 a. Specifically enforce this Contract and recover damages suffered by BUYER as a result of the delay in  
761 the acquisition of the Property; or
- 762 b. Terminate this Contract by written notice to SELLER and, at BUYER'S option, pursue any remedy and  
763 damages available at law or in equity. If BUYER elects to terminate this Contract, the Earnest Money  
764 will be returned to BUYER unless otherwise provided in this Contract.  
765  
766

767 **If BUYER defaults, SELLER may;**

- 768 a. Specifically enforce this Contract and recover damages suffered by SELLER as a result of the delay in  
769 the sale of the Property; or
- 770 b. Terminate this Contract by written notice to BUYER and, at SELLER'S option, either retain the Earnest  
771 Money as liquidated damages as SELLER'S sole remedy (the parties recognizing that it would be  
772 extremely difficult to ascertain the extent of actual damages caused by BUYER'S breach, and that the  
773 Earnest Money represents as fair an approximation of such actual damages as the parties can now  
774 determine) as provided in this Contract.  
775  
776

777 In any legal action to enforce rights under this Contract, the prevailing party is entitled to reimbursement of  
778 all reasonable attorney fees, court costs, and other related legal expenses incurred in connection with such  
779 legal action.  
780

781 **ADDITIONAL DISCLOSURES INCLUDING THOSE MANDATED BY STATE OR FEDERAL LAW**

782  
783 33. **RADON, MICROBIALS AND OTHER ENVIRONMENTAL POLLUTANTS.**  
784  
785 a. **Radon.** Every BUYER of residential real property is notified the Property may present exposure to  
786 dangerous concentrations of indoor radon gas that may place occupants at risk of developing radon-  
787 induced lung cancer.

	Initials	<b>SELLER and BUYER acknowledge they have read this page</b>	Initials		
SELLER	SELLER				BUYER   BUYER

788 Radon, a class-A human carcinogen, is the leading cause of lung cancer in non-smokers and the second  
789 leading cause overall. Kansas law requires SELLER to disclose any information known to SELLER that  
790 shows elevated concentrations of radon gas in residential real property.  
791

792 The Kansas Department of Health and Environment recommends all homebuyers have an indoor radon  
793 test performed prior to purchasing or taking occupancy of residential real property. All testing for radon  
794 should be conducted by a radon measurement technician. Elevated radon concentrations can be easily  
795 reduced by a radon mitigation technician.  
796

797 For additional information, please go to <http://www.kansasradonprogram.org> or in Missouri a national  
798 source for radon information is <http://www.epa.gov/radon>.  
799

800 **b. Microbials and Other Environmental Pollutants.** BUYER acknowledges mold, fungi, bacteria and  
801 other microbials commonly exist in homes and will exist in the Property as a result of rain, humidity and  
802 other moisture in the Property and on materials during the normal construction process and as a result  
803 of the use of wood and other materials that commonly have mold, fungi, bacteria and other microbials at  
804 the time of delivery to the job site. BUYER has the opportunity to become informed about microbials and  
805 other environmental pollutants, and the potential health risks of microbials and other environmental  
806 pollutants.  
807

808 1. The SELLER and Licensee assisting the SELLER and/or the BUYER do not claim or possess any  
809 special expertise in the measurement or reduction of radon, microbials or other environmental  
810 pollutants, nor have they provided any advice to BUYER as to acceptable levels or possible health  
811 hazards of radon, microbials or other environmental pollutants.  
812

813 2. There can be no assurance that any existing systems, devices or methods incorporated into the  
814 Property for the purpose of reducing radon, microbials or other environmental pollutant levels will be  
815 effective and SELLER has no responsibility for the operation, maintenance or effectiveness of such  
816 systems, devices and methods.  
817

818 **34. CRIMINAL OFFENDERS.** In Missouri and Kansas, law requires persons who are convicted of certain crimes,  
819 including certain sexually violent crimes, to register with the Sheriff of the county in which they reside. If you,  
820 as the BUYER, desire information regarding those registrants, you may find information on the homepage of  
821 the Kansas Bureau of Investigation (KBI) at <http://www.Kansas.gov/kbi> or by contacting the local Sheriff's  
822 office in Kansas. In Missouri, you may find information on the homepage of the Missouri State Highway Patrol  
823 <https://www.mshp.dps.missouri.gov/CJ38/searchRegistry.jsp> or BUYER should contact the Sheriff of the  
824 county in which the Property is located.  
825

826 **35. FRANCHISE DISCLOSURE.** Although one or more of the Brokers may be a member of a franchise, the  
827 franchisor is not responsible for the acts of said Broker(s).  
828

829 **36. RIGHT TO REPAIR. Both Kansas and Missouri law contain important requirements BUYER must follow  
830 before BUYER may file a lawsuit for defective construction against the contractor who constructed  
831 BUYER'S home. These laws should be reviewed in detail before a claim is made.**  
832

833 **a. Kansas –** Fifteen (15) calendar days before BUYER files a lawsuit, BUYER must deliver to the contractor  
834 a written notice of any construction conditions BUYER alleges are defective and provide contractor the  
835 opportunity to make an offer to repair or pay for the defects.  
836

837 BUYER is not obligated to accept any offer made by the contractor. There are strict deadlines and  
838 procedures under state law, and failure to follow them may affect BUYER'S ability to file a lawsuit.  
839

840 **b. Missouri -** Homeowners are required to inform the builder of any flaws in writing and wait fourteen (14)  
841 calendar days for the builder to respond with plans to inspect the problems, schedule repairs, or settle or  
842 reject the claim.  
843

844 **Only after following these rules are homeowners allowed to file lawsuits; otherwise, their cases  
845 will be dismissed.**

Initials **SELLER and BUYER acknowledge they have read this page** Initials   
SELLER | SELLER BUYER | BUYER

846 **37. BROKERAGE RELATIONSHIP DISCLOSURE.**

847

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

851

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

855

856 Licensee acting in the capacity of:

857

- 858 a. Agent for the SELLER has a duty to represent the SELLER'S interest and will not be the Agent of the
- 859 BUYER. Information given by the BUYER to an Agent of the SELLER will be disclosed to the SELLER.
- 860 b. Agent for the BUYER has a duty to represent the BUYER'S interest and will not be an Agent of the
- 861 SELLER. Information given by the SELLER to an Agent of the BUYER will be disclosed to the BUYER.
- 862 c. Transaction Broker is not an Agent for either party and does not advocate the interests of either party.
- 863 d. Disclosed Dual Agent (Available only in Missouri.) is acting as an Agent for both the SELLER and the
- 864 BUYER, and a separate Disclosed Dual Agency Amendment is required.

865

**Agent generating the Contract is responsible for checking appropriate boxes on  
 866 BOTH sides of Agency PRIOR TO THEIR CLIENT SIGNING.**

867

868 Licensee assisting Seller is a: (Check appropriate box(es)) 869 <input type="checkbox"/> SELLER'S Agent 870 <input type="checkbox"/> Designated SELLER'S Agent (In Kansas, 871 Supervising Broker acts as a Transaction Broker) 872 <input type="checkbox"/> Transaction Broker and SELLER agrees, if applicable, 873 To sign a Transaction Broker Addendum. SELLER is not 874 being represented. 875 <input type="checkbox"/> Disclosed Dual Agent and SELLER agrees to sign a 876 Disclosed Dual Agency Amendment. (Missouri only) 877 <input type="checkbox"/> BUYER'S Agent 878 <input type="checkbox"/> Designated BUYER'S Agent (In Kansas, 879 Supervising Broker acts as Transaction Broker) 880 <input type="checkbox"/> Subagent 881 <input type="checkbox"/> SELLER is not being represented.	868 Licensee assisting Buyer is a: (Check appropriate box(es)) 869 <input type="checkbox"/> BUYER'S Agent 870 <input type="checkbox"/> Designated BUYER'S Agent (In Kansas, 871 Supervising Broker acts as a Transaction Broker) 872 <input type="checkbox"/> Transaction Broker and BUYER agrees, if applicable, 873 to sign a Transaction Broker Addendum. BUYER is not 874 being represented. 875 <input type="checkbox"/> Disclosed Dual Agent and BUYER agrees to sign a 876 Disclosed Dual Agency Amendment. (Missouri only) 877 <input type="checkbox"/> SELLER'S Agent 878 <input type="checkbox"/> Designated SELLER'S Agent (In Kansas, 879 Supervising Broker acts as a Transaction Broker) 880 <input type="checkbox"/> Subagent of the SELLER 881 <input type="checkbox"/> BUYER is not being represented.
---	--

882

883 **SOURCE OF BROKER COMPENSATION.** There are no standard compensation rates and compensation is  
 884 fully negotiable and not set by law. Brokerage fees, to include but not limited to broker commissions and other  
 885 fees, will be paid out of escrow at Closing as follows, unless otherwise described in the terms of the respective  
 886 agency agreements or other SELLER/BUYER agreements. SELLER and BUYER acknowledge the brokerages  
 887 involved in this transaction are acting pursuant to separate brokerage service agreements entered into with  
 888 SELLER and BUYER, respectively. **SELLER and BUYER acknowledge Brokers may be compensated by**  
 889 **more than one party in the transaction.** (Check all applicable boxes)

890

891 Brokers are compensated by:  SELLER and/or  BUYER

892

893 The signatures below only apply to the Brokerage Relationship Disclosure.

894

895

896

897 \_\_\_\_\_ DATE \_\_\_\_\_ DATE  
 Licensee assisting Seller Licensee assisting Buyer

898

899

900

901 \_\_\_\_\_ DATE \_\_\_\_\_ DATE  
 SELLER/COMPANY NAME BUYER

902

903

904

905 By \_\_\_\_\_ DATE \_\_\_\_\_ DATE  
 OWNER/OFFICER/PARTNER TITLE BUYER



906 **TERMS AND CONDITIONS**

907  
908 **38. EARNEST MONEY AND ADDITIONAL DEPOSITS.**

- 909
- 910 **a. Delivery.** SELLER may cancel Contract by written notice if Earnest Money and Additional Deposits are
- 911 not received by Listing Broker or Escrow Agent as specified in this Contract.
- 912
- 913 **b. Deposit.** Earnest Money and Additional Deposits will be deposited into an insured account by the
- 914 specified Listing Broker/Escrow Agent within five (5) business days (Kansas Property) or ten (10) banking
- 915 days (Missouri Property) of the Effective Date. All parties agree that Listing Broker/Escrow Agent will
- 916 retain any interest earned on escrowed funds.
- 917
- 918 **c. Cancellation of Contract.** If this Contract is terminated by the express provisions of this Contract or by
- 919 either party pursuant to a right expressly given in this Contract, the Earnest Money and Additional
- 920 Deposits will be returned to BUYER, and neither party will have any further rights or obligations under
- 921 this Contract, except as otherwise stated in this Contract.
- 922

923 Notwithstanding any other terms of this Contract providing for the forfeiture or refund of Earnest Money  
924 and Additional Deposits, the parties understand neither the Listing Broker nor the Escrow Agent can  
925 distribute the Earnest Money and Additional Deposits without the written consent of all parties to this  
926 Contract unless permitted to do so by applicable state laws.

927  
928 If BUYER and SELLER are unable to agree in writing upon the disposition of the Earnest Money and  
929 Additional Deposits or any other funds, Listing Broker or Escrow Agent may commence an inter-pleader  
930 or similar proceeding and BUYER and SELLER authorize Listing Broker or Escrow Agent to pay all funds  
931 to the Clerk of the Court for disposition as the Court may direct.

932  
933 BUYER and SELLER agree Listing Broker or Escrow Agent will be entitled to reimbursement of its costs  
934 incurred in connection with the inter-pleader or similar proceeding including without limitation, reasonable  
935 attorney fees and expenses.

936  
937 BUYER and SELLER agree, in the absence of a dispute or written consent to distribution, the failure by  
938 either to respond in writing to a certified letter from Listing Broker or Escrow Agent within seven (7)  
939 calendar days (if Kansas Property)/fifteen (15) calendar days (if Missouri Property) of receipt thereof or  
940 failure to make written demand for return or forfeiture of the Earnest Money and Additional Deposits within  
941 thirty (30) calendar days (if Kansas Property)/sixty (60) calendar days (if Missouri Property) of notice of  
942 cancellation of this Contract will constitute consent to distribution of the Earnest Money and Additional  
943 Deposits as suggested in such certified letter.

944  
945 All parties acknowledge any Earnest Deposit funds that remain in the Listing Broker or Escrow Agent's  
946 account for over one (1) year (if Missouri Property)/five (5) years (if Kansas Property) may be sent to the  
947 respective states as requested or required by law.

- 948
- 949 **39. FUNDS DEPOSITED WITH SELLER INCLUDING BUT NOT LIMITED TO EARNEST MONEY.** BUYER
- 950 acknowledges that Broker will have no responsibility or liability to BUYER for any funds or deposits made by
- 951 BUYER to anyone other than Broker, including, without limitation, any payments made directly to SELLER.
- 952 Funds held by SELLER in all likelihood may be used by SELLER in the construction of the Home and will not
- 953 be held in escrow.

--

 Initials **SELLER and BUYER acknowledge they have read this page** Initials 

--

SELLER | SELLER

BUYER | BUYER

954 **40. TAXES, PRORATIONS AND SPECIAL ASSESSMENTS.** SELLER shall pay all taxes, general and special,  
955 and all installments of special assessments, against the Property which are due and payable on or before the  
956 Closing Date, and BUYER shall assume the payment of all such taxes and installments of special assessments  
957 becoming due and payable thereafter, except that all such taxes and installments of assessments becoming  
958 due and payable with respect to the calendar year in which the Closing Date occurs **will be prorated between**  
959 **SELLER and BUYER as of the Closing Date.** If the amount of such taxes and assessments cannot be  
960 ascertained by the Closing Date, proration shall be computed based upon the amount of taxes and  
961 assessments on the Property for the previous calendar year even though the Property may have had a lower  
962 assessed valuation or tax rate for such prior year. The foregoing provisions shall not require SELLER to pay in  
963 one lump sum any special assessment which SELLER may elect to pay in one lump sum or in  
964 installments. BUYER shall independently satisfy themselves as to the amount and duration of all special  
965 assessments.

966  
967 **In Missouri, reassessment takes place in odd-numbered years. Missouri transactions closing in odd-**  
968 **numbered years are subject to the process in the preceding paragraph. Missouri transactions closing**  
969 **in even-numbered years will be prorated based upon the preceding year's tax amount.**

970  
971 BUYER and SELLER agree to accept such prorations as final and release each other, Broker(s), Agent(s),  
972 and Closing Agent(s) from any liability for any increase or decrease in actual taxes due.

973  
974 **41. REASSESSMENT/CLASSIFICATION.** BUYER understands that the amount of taxes on the Property may  
975 change as a result of reassessment or classification, and the parties agree that neither SELLER nor the Broker  
976 will be responsible for any adjustment or payment of the taxes to either SELLER or BUYER as a result of  
977 reassessment or classification.

978  
979 **42. EVIDENCE OF TITLE.** SELLER agrees to provide and pay for an owner's title insurance policy in the amount  
980 of the Purchase Price insuring marketable fee simple title in BUYER, subject to the Permitted Exceptions and  
981 with the exception of any liens, encumbrances or other matters affecting title to the Property created by  
982 BUYER or arising by virtue of BUYER's activities or ownership.

983  
984 Within a reasonable time after the Effective Date, but prior to the Closing Date (the "Commitment Delivery  
985 Date"), SELLER agrees, at SELLER's expense, to deliver to BUYER a title insurance commitment from a  
986 company authorized to insure titles in the state where the Property is located, setting forth its requirements  
987 to issue an owner's title policy and mortgage policy, if applicable.

988  
989 Unless there is a defect in title to the Property that is not corrected prior to the Closing Date, BUYER may not  
990 object to untimely delivery of the title commitment. The title commitment will commit to insure marketable fee  
991 simple title in the BUYER upon the recording of the deed or other document of conveyance. Title to the  
992 Property will be subject to the conditions in this Contract and to customary covenants, declarations,  
993 restrictions, zoning laws, easements, party wall agreements, special assessments, and community contracts  
994 of record as of the date of recording the deed or other document of conveyance (the "Permitted Exceptions").

995  
996 BUYER will have a reasonable time after receipt of the title commitment (the "Objection Period") to notify  
997 SELLER in writing of any valid objections to title to the Property. SELLER will then make a good faith effort  
998 to remedy the defects in title. If SELLER is not able to remedy the title defects before the Closing Date,  
999 BUYER may elect to waive the objections, extend the Closing Date a reasonable time for the SELLER to  
1000 remedy the defects, or cancel this Contract by written notice.

1001  
1002 If the time between the Effective Date and the Closing Date is short, both the Commitment Delivery Date and  
1003 the Objection Period will be as soon as reasonably possible, but no later than the Closing Date.

1004  
1005 **Mechanic's Lien Coverage.** The owner's title policy will also insure BUYER as of the date of recording of  
1006 the deed or other document of conveyance, against any lien, or right to a lien for services, labor or material  
1007 imposed by law and not shown by the public records. SELLER agrees to comply with the requirements of  
1008 the title company for issuance of this coverage. Any mechanic's lien or notice of intent filed during  
1009 construction and prior to Closing will not be deemed a defect in title unless the title insurance company will  
1010 not insure against loss therefrom.

SELLER | SELLER Initials **SELLER and BUYER acknowledge they have read this page** Initials BUYER | BUYER

1011 If the Property is located in Missouri, the SELLER is required to post and record a "notice of intended sale",  
1012 as stated in Chapter 429 of the Missouri Revised Statutes, in order for BUYER to obtain Mechanic's Lien  
1013 Coverage. All parties are advised to consult with the title company regarding these requirements.  
1014

1015 **43. HOMEOWNER'S ASSOCIATION DUES.** BUYER acknowledges that Homeowner's Association dues are  
1016 currently authorized in the amount of \$\_\_\_\_\_per year, and are subject to adjustment at the sole  
1017 discretion of the Homeowner's Association (as provided for in the Homeowner's Association Declaration).  
1018 Homeowner's Association transfer/initiation/set-up fee in the amount of \$\_\_\_\_\_.

1019  
1020 **44. EXPIRATION.** This offer will expire on \_\_\_\_\_ (five (5) days if left blank), at \_\_\_\_\_  
1021 o'clock \_\_\_\_m. (5:00 p.m. if left blank) unless accepted or withdrawn before expiration.  
1022

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

**SELLER hereby authorizes Closing Agent to obtain payoff information from SELLER'S Lender(s).**

**BUYER and SELLER hereby specifically permit the Brokerage(s) assisting in the transaction to obtain  
and retain copies of both BUYER'S and SELLER'S Closing Statements.**

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

1033  
1034  
1035  
1036 \_\_\_\_\_  
1037 **SELLER** **DATE** **BUYER** **DATE**

1038  
1039  
1040 \_\_\_\_\_  
1041 **SELLER** **DATE** **BUYER** **DATE**

1042  
1043 \_\_\_\_\_  
1044 **BROKERAGE** **BROKERAGE**

1045  
1046 \_\_\_\_\_  
1047 **ADDRESS** **ADDRESS**

1048  
1049 \_\_\_\_\_  
1050 **Name of Licensee assisting Seller (Please Print)** **Name of Licensee assisting Buyer (Please Print)**

1051 \_\_\_\_\_/  
1052 **Listing Licensee's Contact #** **Brokerage Contact #** **Selling Licensee's Contact #** **Brokerage Contact #**

1053  
1054  
1055 \_\_\_\_\_  
1056 **Listing Licensee's Email Address** **Selling Licensee's Email Address**

1057 **FORM CERTIFICATION. (TO BE SIGNED BY LICENSEE PREPARING THIS FORM)**

1058  
1059 The undersigned Licensee assisted in completing the blanks in the foregoing form and confirms, to the best of  
1060 his/her knowledge, that the printed form contains the language approved by Counsel for the Kansas City Regional  
1061 Association of REALTORS®. The undersigned Licensee further confirms no additions or deletions to the  
1062 approved language have been made, except such changes as may appear hereon made by hand or computer  
1063 generation and signed and/or initialed by the party submitting this offer. Licensee's signature below is not an  
1064 opinion as to the legal validity or meaning of any provisions contained in this form, but merely confirms, to the  
1065 best of the Licensee's knowledge, no changes have been made to the approved form.  
1066  
1067 By: \_\_\_\_\_  
1068 Licensee Preparing Form  
1069

1070  
1071 **CERTIFICATION OF REJECTION. (TO BE COMPLETED ONLY UPON SELLER'S REJECTION OF OFFER)**

1072  
1073 Listing Licensee acknowledges receipt of this offer and has made a presentation to SELLER on  
1074 \_\_\_\_\_ for SELLER'S consideration.  
1075 DATE TIME  
1076  
1077 By: \_\_\_\_\_  
1078 Licensee assisting Seller  
1079

Approved by Legal Counsel of the Kansas City Regional Association of REALTORS® for exclusive use by its REALTOR® members. No warranty is made or implied as to the legal validity or adequacy of this Contract, or that it complies in every respect with the law or that its use is appropriate for all situations. Local law, customs and practices, and differing circumstances in each transaction may dictate that amendments to this Contract be made. Last revised June 2024. All previous versions of this document may no longer be valid. Copyright August 2024.