

CLOSING INFO SHEET – CHARTWELL REALTY

(PLEASE FILL IN ALL APPLICABLE FIELDS)

PROPERTY ADDRESS: _____ **MLS #:** _____
City _____ State _____ Zip _____ County _____
CONTRACT PRICE: _____ **Net Price** _____ **CONTRACT STATUS:** Pending _____
CONTRACT DATE: _____ Contingent _____
CLOSING DATE: _____ Back-Ups _____

SELLER NAME: _____
Address _____
Phone _____
Email _____
Last 4 of Social Security # _____

BUYER NAME: _____
Address _____
Phone _____
Email _____

LISTING AGENT: _____
Company _____
Address _____
Phone _____
Fax _____
Email _____

SELLING AGENT: _____
Company _____
Address _____
Phone _____
Fax _____
Email _____

REFERRAL LISTING AGENT: _____
Company _____
Address _____
City _____
Phone _____
Fax _____

REFERRAL SELLING AGENT: _____
Company _____
Address _____
City _____
Phone _____
Fax _____

LISTING COMMISSION: \$ _____ %
Seller Trans Fee \$ _____
Referral Fee \$ _____
TOTAL \$ _____

SELLING COMMISSION: \$ _____ %
Buyer Trans Fee \$ _____
Referral Fee \$ _____
TOTAL \$ _____

Special Commission Instructions / Additional Information / Comments:

☐ Opt out of insurance quote _____

☐ Opt out of Client Follow Up Program _____

LOAN INFORMATION

Seller's 1st Loan Company: _____
Loan Company Phone: _____
Seller's Loan Number: _____

Buyer's Loan Company: _____
Buyer's Loan Officer: _____
Loan Company's Phone: _____

CLOSING TITLE COMPANY INFORMATION

Earnest Amount: \$ _____
Seller's Title Co: _____
Closer: _____
Address: _____
Phone: _____ Fax: _____

Deposited with: _____
Buyer's Title Co: _____
Closer: _____
Address: _____
Phone: _____ Fax: _____

SOURCE OF BUSINESS

☐ Personal Referral ☐ Past Customer ☐ E-Leads ☐ Board Call ☐ Sign ☐ Print Ad ☐ Open House ☐ Mailing
☐ Expired ☐ FSBO ☐ RELO

RESIDENTIAL REAL ESTATE SALE CONTRACT

THIS CONTRACT is made between: (PRINT NAMES AND INDICATE MARITAL STATUS; IF NOT COMPLETED, SELLER'S NAMES TO BE INSERTED BY LICENSEE ASSISTING SELLER PRIOR TO PRESENTATION TO SELLER)

SELLER: _____

BUYER: _____

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

The **Effective Date** shall be the date of final acceptance by the last party to sign this agreement and/or addendum(s) attached hereto.

1. PROPERTY. BUYER agrees to purchase and SELLER agrees to sell the real property and the improvements thereon (**the "Property"**) commonly known as:

Street Address	City	Zip	County
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STATE: (*Check one*) ☐ Missouri ☐ Kansas

LEGAL DESCRIPTION: (As described in the attached Legal Description Addendum or as described below) _____

☐ Improvements on the property include a manufactured/mobile home. (A manufactured/mobile home may be considered personal property unless certain requirements have been met.)

This Contract, including the Fixtures, Equipment and Appliances paragraph of the Seller's Disclosure and Condition of Property Addendum ("Seller's Disclosure"), not the MLS, or other promotional material, provides for what is included in the sale of the Property. Items listed in the "Additional Inclusions" or "Exclusions" below supersede the Seller's Disclosure and the pre-printed list below. If there are no "Additional Inclusions" or "Exclusions" listed, the Seller's Disclosure and the pre-printed list below govern what is or is not included in the sale. If there are differences between the Seller's Disclosure and the pre-printed list below, the Seller's Disclosure governs. Unless modified by the Seller's Disclosure and/or the "Additional Inclusions" and/or the "Exclusions", all existing improvements on the Property (if any) and appurtenances, fixtures and equipment (which seller agrees to own free and clear) whether buried, nailed, bolted, screwed, glued or otherwise permanently attached to the Property are expected to remain with Property, including the following, if any:

Attic and ceiling fans	Garage door openers (<i>and remote transmitting units</i>)	Other Mirrors (<i>if attached</i>)
Bathroom mirrors (<i>wall mounted/hung</i>)	Gas heaters	Outside cooking units (<i>if attached</i>)
Central air conditioning	Gas logs and fireplace grates	Owned propane tanks
Central vacuum & attachments	Heating and plumbing equipment (<i>and fixtures</i>)	Shelving (<i>if attached</i>)
Fences (<i>incl. invisible & controls</i>)	Humidifiers (<i>if attached</i>)	Soft water conditioner (<i>if owned</i>)
Fire, smoke and burglary detection units (<i>if owned</i>)	Keys to all doors	Storm windows, doors & screens
Fireplace screens and/or glass doors (<i>if attached</i>)	Kitchen appliances (<i>built-in</i>)	TV antennas (<i>if attached; excluding satellite dishes</i>)
Floor coverings (<i>if attached</i>)	Lighting and light fixtures	Sprinkler systems & controls
		Window coverings and components

a. Additional Inclusions. The following items, if any, supersede the Seller's Disclosure and the pre-printed list above, are considered to be a part of the **Property** and are included in the sale: _____

b. Exclusions. The following items, if any, supersede the Seller's Disclosure and the pre-printed list above, are not considered to be a part of the **Property** and are not included in the sale: _____

2. ADDENDA. The following Addenda (riders, supplements, etc.) are attached hereto and are a part of this Contract (**Check applicable boxes**):

- | | |
|---|---|
| <input checked="" type="checkbox"/> Agency Disclosure Addendum | <input type="checkbox"/> Contingency for Sale and Closing Addendum (see Paragraph 3f below) |
| <input type="checkbox"/> Financing Addendum | <input type="checkbox"/> Dispute Resolution/Mediation Addendum |
| <input type="checkbox"/> Seller's Disclosure and Condition of Property Add. | <input type="checkbox"/> Condo Resale Certificate (Missouri only) |
| <input type="checkbox"/> Lead Based Paint Disclosure Addendum | <input type="checkbox"/> Other: _____ |
| <input type="checkbox"/> Listing Company Disclosure | <input type="checkbox"/> Other: _____ |
| <input type="checkbox"/> Selling Company Disclosure | |

3. PURCHASE PRICE. The Purchase Price for the Property is \$ _____ which BUYER agrees to pay as follows:

a. Earnest Money in the form of: (Check one)

☐ Personal check **OR** ☐ Other _____ in the amount of \$ _____ (a)

Deposited with: (**Check one**)

☐ _____ Listing Broker

☐ _____ Escrow Agent

☐ SELLER (BUYER acknowledges that funds payable to and held by the SELLER WILL NOT be held subject to the terms in Earnest Money and Additional Deposits paragraph.)

b. Additional Earnest Money on or before _____ \$ _____ (b)

Deposited with: (**Check one**)

☐ _____ Listing Broker

☐ _____ Escrow Agent

☐ SELLER (BUYER acknowledges that funds payable to and held by SELLER WILL NOT be held subject to the terms of Earnest Money and Additional Deposits paragraph.)

c. Total Amount Financed by BUYER (SEE ATTACHED FINANCING ADDENDUM) (not including financed mortgage insurance premiums, DVA Funding Fee or other closing costs, if any) \$ _____ (c)

d. Balance of Purchase Price to be paid in CERTIFIED FUNDS (Purchase Price less a, b & c of this paragraph) on or before the Closing Date \$ 0.00 (d)

e. SELLER paid cost(s) for BUYER'S financing is per attached Financing Addendum, if any.

f. In the event the sale is contingent upon the sale and/or closing of BUYER(S) Property, the Contingency For Sale and/or Closing Of Buyer's Property Addendum must be attached.

g. In the event of a cash sale, BUYER shall provide written verification from a depository of funds on deposit within _____ calendar days (5 days if left blank) which together with the financing mentioned above, if any, are sufficient to complete the Closing on this Contract.

114 **4. DISCLOSURES. THIS CONTRACT SHALL NOT BE EFFECTIVE UNTIL SELLER COMPLETES AND**
115 **BUYER & SELLER HAVE SIGNED A SELLER'S DISCLOSURE AND CONDITION OF PROPERTY**
116 **ADDENDUM AND, IF APPLICABLE, LEAD BASED PAINT ADDENDUM FOR THE PROPERTY.**
117 SELLER confirms information contained in the Seller's Disclosure and Condition of Property Addendum is
118 current as of the "Effective Date" of the Contract. SELLER shall advise BUYER of any substantial change in
119 the condition of the Property prior to Closing.

120
121 **LEAD BASED PAINT DISCLOSURE: IF THE PROPERTY WAS BUILT PRIOR TO 1978, BUYER**
122 **ACKNOWLEDGES RECEIVING, READING AND SIGNING THE FEDERALLY REQUIRED**
123 **DISCLOSURE REGARDING LEAD BASED PAINT.**
124

125 In Missouri and in Kansas, law requires persons who are convicted of certain crimes, including
126 certain sexually violent crimes, to register with the sheriff of the county in which they reside. If you,
127 as the BUYER, desire information regarding those registrants, you may find information on the
128 homepage of the Kansas Bureau of Investigation (KBI) at <http://www.Kansas.gov/kbi> or by
129 contacting the local sheriff's office in Kansas. In Missouri, BUYER should contact the sheriff of the
130 county in which the Property is located.
131

132 **5. ☐ APPRAISED VALUE CONTINGENCY. (Check only if financing is NOT being obtained.)** BUYER
133 may, within _____ calendar days from the date of this Contract (**within the Inspection Period, if left**
134 **blank**) obtain, at BUYER'S expense, an appraisal of the Property by an independent licensed appraiser.
135 Notwithstanding any other terms of this Contract, **if the final appraised value of the Property, as**
136 **determined by BUYER'S appraiser, (after reconsideration if requested by SELLER) is not equal to or**
137 **greater than the Purchase Price, BUYER may cancel this Contract** by written notice to SELLER, which
138 notice shall be accompanied by a copy of the appraisal. If within five (5) days after receipt of BUYER'S
139 notice of intent to cancel, **SELLER does not agree in writing to reduce the purchase price** to an amount
140 equal to the final appraised value of the Property, as determined by BUYER'S appraiser, or BUYER and
141 SELLER fail to agree in writing on an acceptable sale price, **this Contract shall be cancelled and**
142 **BUYER'S Earnest Money and any Additional Deposits shall be subject to the provisions of the**
143 **Earnest Money and Additional Deposits paragraph of the Contract.**
144

145 **6. CLOSING AND POSSESSION.** On or before _____ ("Closing Date") SELLER shall
146 execute and deliver into escrow with the title company(s) or other closing agent(s), a general warranty deed
147 (or special warranty deed or fiduciary deed, if SELLER is a corporation, association, financial institution or
148 fiduciary) and all other documents and funds necessary to satisfy SELLER'S obligations under this
149 Contract. On or before the Closing Date, BUYER shall execute and deliver into escrow with the title
150 company(s) or other closing agent(s), all documents (including note(s), mortgage(s)/deed(s) of trust, and
151 any other documents required by BUYER'S lender, if BUYER is obtaining financing) and funds (including
152 loan proceeds, if BUYER is obtaining financing) necessary to satisfy BUYER'S obligations under this
153 Contract. **SELLER AND BUYER ACKNOWLEDGE ALL FUNDS REQUIRED FOR CLOSING MUST BE**
154 **IN THE FORM OF CASHIER'S CHECK, WIRE TRANSFER OR OTHER CERTIFIED FUNDS.** When all
155 documents and funds have been executed and delivered into escrow with the title company(s) or other
156 closing agent(s), the closing shall be completed. SELLER shall deliver possession of the Property to
157 BUYER on _____ at _____, __. M., (if left blank, the Closing Date at 5:00 P.M.)
158 **("Possession Date"). BUYER shall not occupy the Property or place personal property in or on it**
159 **prior to completion of the Closing and disbursement or availability of SELLER'S proceeds, if any,**
160 **unless otherwise agreed upon in writing by the BUYER and the SELLER.**
161

162 **7. ☐ LIMITED HOME WARRANTY PLAN. (Check if applicable):**

163 ☐ SELLER ☐ BUYER, at a cost not to exceed \$ _____, agrees to purchase a home warranty
164 plan from _____ (vendor) to be paid at Closing. A home
165 warranty plan is a limited service Contract covering repair or replacement of the working components of the
166 Property for one year from the Closing Date subject to the terms and conditions of the individual plan with a
167 per claim deductible of \$ _____. The **(Check one)** ☐ Licensee assisting SELLER ☐ Licensee
168 assisting BUYER shall be responsible for making arrangements for the home warranty plan, submitting
169 required documentation for such to the Closing Agent prior to Closing. Broker may receive a fee from the

warranty company. **Home warranty plans may not cover pre-existing conditions and are not a substitute for inspections.**

8. UTILITIES/MAINTENANCE/CASUALTY LOSS. SELLER agrees to leave all utilities on until the date of possession unless otherwise agreed. SELLER shall maintain the Property in its present condition through the Possession Date. Unless otherwise agreed in writing, SELLER shall remove all possessions, trash and debris from, and clean the Property, upon vacating or prior to delivery of Possession. SELLER agrees to perform ordinary and necessary maintenance, upkeep and repair to the Property and to keep the improvements on the Property fully insured until delivery of SELLER'S deed to BUYER. If before delivery of the deed to BUYER, improvements on the Property are damaged or destroyed by fire or other causes including those that could be covered by what is known as fire and extended coverage insurance, then the SELLER shall notify the BUYER in writing within 24 hours of such damage. The parties agree that the risk of that damage or destruction shall be borne as follows: 1) If the damage is minor, SELLER may repair or replace the damage done to the Property if the work can be completed before the Closing Date. If the SELLER elects to repair or replace the damage done to the Property, but repair/replacement can not be completed prior to the Closing, with written agreement between the parties one of the following options will be chosen: i) SELLER will pay for repair/replacement after Closing, ii) the parties will extend the Closing Date to such time as repairs/replacement can be completed, or iii) with consent of BUYER'S lender, 1.5 times the estimated cost of repair/replacement will be escrowed until repair/replacement is complete with any funds remaining after payment for repairs/replacement being remitted to the party that funded the escrow; 2) If SELLER elects not to repair or replace the damage done to the Property, or if the damage is not minor, the BUYER may enforce or cancel this Contract by written notice to SELLER within 10 days after receiving notice of such damage to the Property; 3) If BUYER elects to enforce this Contract, the Purchase Price shall not be reduced and the Property shall be conveyed in its existing condition at the time, provided SELLER shall be responsible for paying the insurance deductible and assign SELLER'S fire and extended coverage proceeds to BUYER at Closing. If BUYER and SELLER mutually agree upon the cost of repairs, then SELLER may pay the cost of those repairs.

☐ **(Check if applicable)** THE BUYER SHALL PAY SELLER FOR THE AMOUNT OF FUEL LEFT IN TANK AT CLOSING. SELLER SHALL HAVE TANK READ PRIOR TO CLOSING AND PROVIDE DOCUMENTATION.

9. EARNEST MONEY AND ADDITIONAL DEPOSITS. Upon acceptance of this Contract, unless otherwise agreed, any Earnest Money or Additional Deposits shall be deposited within 5 business days (if Kansas Property)/10 banking days (if Missouri Property) of the Effective Date, in an insured escrow account maintained by Listing Broker or Escrow Agent. BUYER and SELLER agree the Listing Broker or Escrow Agent may retain any interest earned on escrowed funds. If this Contract is terminated by the express provisions of this Contract or by either party pursuant to a right expressly given in this Contract, the Earnest Money and Additional Deposits shall be returned to BUYER, and neither party shall have any further rights or obligations under this Contract, except as otherwise stated in this Contract. **Notwithstanding any other terms of this Contract providing for the forfeiture or refund of Earnest Money and Additional Deposits, the parties understand neither the Listing Broker nor the Escrow Agent can distribute the Earnest Money and Additional Deposits without the written consent of all parties to this Contract unless permitted to do so by applicable state laws.** If BUYER and SELLER are unable to agree in writing upon the disposition of the Earnest Money and Additional Deposits or any other funds, Listing Broker or Escrow Agent may commence an inter-pleader or similar proceeding and BUYER and SELLER authorize Listing Broker or Escrow Agent to pay all funds to the Clerk of the Court for disposition as the Court may direct. **BUYER and SELLER agree Listing Broker or Escrow Agent shall be entitled to reimbursement of its costs incurred in connection with the inter-pleader or similar proceeding including without limitation, reasonable attorneys' fees and expenses.** BUYER and SELLER agree, in the absence of a dispute or written consent to distribution, the failure by either to respond in writing to a certified letter from Listing Broker or Escrow Agent within 7 days (if Kansas Property)/15 days (if Missouri Property) of receipt thereof or failure to make written demand for return or forfeiture of the Earnest Money and Additional Deposits within 30 days (if Kansas Property)/60 days (if Missouri Property) of notice of cancellation of this Contract shall constitute consent to distribution of the Earnest Money and Additional Deposits as suggested in such certified letter. All parties acknowledge that any earnest deposit funds

remain in the Broker's escrow account for over 1 year (if Missouri Property)/5 years (if Kansas property) may be sent to the respective states as requested or required by law.

10. SURVEY. BUYER may, at BUYER'S expense, obtain a "staked" survey of the Property before the Closing Date to assure there are no defects, encroachments, overlaps, boundary line or acreage disputes, or other such matters, would be disclosed by a survey. **BUYER acknowledges a Mortgage Inspection Report or "Loan Survey" normally required by a lending institution is not a "staked" survey. A title insurance company typically requires a "staked" survey in order to provide survey coverage to the BUYER.** Prior to the Closing Date, BUYER shall notify SELLER of any encroachments of any improvements upon, from, or onto the Property or any building setback line, property line, or easement, which encroachment shall be deemed to be a title defect. SELLER shall remedy such defects as are susceptible of being remedied prior to the Closing Date. If SELLER does not remedy the defects in title, BUYER shall have the option of (a) completing this purchase and accepting the title SELLER is able to convey without adjustment in the Purchase Price, or (b) cancelling this Contract.

11. EVIDENCE OF TITLE. Within a reasonable time after the Effective Date, but prior to the Closing Date (the "Commitment Delivery Date"), SELLER agrees to deliver to BUYER a title insurance commitment from a company authorized to insure titles in the state where the Property is located. Unless there is a defect in title to the Property is not corrected prior to the Closing Date, BUYER may not object to untimely delivery of the title commitment. The title commitment shall commit to insure a marketable fee simple title to the BUYER upon the recording of the deed or other document of conveyance. However, title to the Property shall be subject to the conditions in this Contract and to customary covenants, declarations, restrictions, zoning laws, easements, party wall agreements, special assessments, and community Contracts of record as of the effective date of the title commitment (the "Permitted Exceptions"). BUYER shall have a reasonable time after receipt of the title commitment (the "Objection Period") to notify SELLER in writing of any valid objections to title to the Property. SELLER shall then make a good faith effort to remedy the defects in title. If SELLER does not remedy the title defects before the Closing Date, BUYER may elect to waive the objections, extend the Closing Date a reasonable time for SELLER to remedy the defects or cancel this Contract. Provided, if the time between the Effective Date and the Closing Date is too short to permit compliance with the time frames described in this paragraph, both the Commitment Delivery Date and the Objection Period shall be as soon as reasonably possible but no later than the Closing Date. SELLER agrees to provide and pay for an owner's title insurance policy in the amount of the Purchase Price insuring marketable fee simple title in BUYER, subject to the Permitted Exceptions and with the exception of any liens, encumbrances or other matters affecting title to the Property created by BUYER or arising by virtue of BUYER'S activities or ownership. The policy shall also insure BUYER as of the date of recording of the deed or other document of conveyance, against any lien, or right to a lien, for services, labor or material imposed by law and not shown by the public records. SELLER agrees to comply with the requirements of the title company for issuance of this coverage. **UNLESS OTHERWISE PROVIDED IN THIS CONTRACT, THE OWNER'S TITLE POLICY WILL INCLUDE MECHANIC'S LIEN COVERAGE.**

12. TAXES, PRORATIONS & SPECIAL ASSESSMENTS. All general/state/county/school and municipal real estate taxes, homeowner's association dues and fees, special assessments, interest on existing loans to be assumed by BUYER, and any other contractual obligations of SELLER to be assumed by BUYER for years prior to the current calendar year shall be paid by SELLER. Any of the preceding items which become due and accrue during the calendar year in which SELLER'S warranty deed is delivered (including rents, if applicable) shall be prorated between the parties as of the Closing Date and, for all years thereafter, to the extent permitted by applicable law, shall be assumed and paid by the BUYER. BUYER acknowledges that the Property may be subject to a special assessment, fee, or located in an improvement district. BUYER acknowledges this disclosure is required by Kansas law, and may be found in the Seller's Disclosure and Condition of Property Addendum or a separate document, if applicable.

If the actual amount of any item, other than taxes for the current year, cannot be ascertained from the public record, the amount of the item for the preceding year will be used for the current year's amount. If the actual amount of taxes for the current calendar year cannot be determined, it will be estimated by using the current year's appraised value, if available from the county taxing authority, and last year's mill levy. If appraised value is not available, the Contract purchase price

will be used with last year's mill levy. BUYER and SELLER agree to accept such prorations as final and release each other, Broker(s), Agent(s), and Closing Agent(s) from any liability for any increase or decrease in actual taxes due.

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

See "Utilities" paragraph for information related to fuel tank and amount of fuel left in the tank at Closing.

13. PARTIES. This is a Contract between SELLER and BUYER. If SELLER or BUYER constitutes two or more persons, the terms "SELLER" or "BUYER" shall be construed to read "SELLERS" or "BUYERS" whenever the sense of the Contract requires. Unless identified as SELLER or BUYER, Listing Broker and any Cooperating Broker and their Agents (collectively referred to as "Broker") and any escrow or Closing Agent are acting as agents only and are not parties to this Contract. SELLER and BUYER acknowledge Broker may have a financial interest in third parties providing specialized services required by this Contract including, but not limited to, lender, title insurance company, escrow agent, Closing Agent, warranty company, wood infestation/mechanical/structural or other inspectors and repair personnel. **SELLER and BUYER agree Broker shall not be responsible for the conduct of third parties providing specialized services whether those services were arranged by SELLER, BUYER, or Broker on behalf of either.**

14. 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 shall be furnished in writing by any such party. Such notice or communication shall be deemed to have been given as of the date and time so delivered. Delivery to or receipt by a party's licensee shall constitute delivery to the party. Delivery to or receipt by the Licensee assisting BUYER named below in this Contract shall constitute receipt by BUYER and delivery to or receipt by the Licensee assisting SELLER named below in this Contract shall constitute receipt by SELLER.

15. ENTIRE AGREEMENT AND MANNER OF MODIFICATIONS. This Contract and all attachments constitute the complete agreement of the parties concerning the Property, supersede all previous agreements, and may be modified or assigned only by a written agreement signed by all parties.

16. DEFAULTS AND REMEDIES. SELLER or BUYER shall be in default under this Contract if either fails to comply with any material covenant, agreement or obligation within any time limits required by this Contract. Following a default by either SELLER or BUYER under this Contract, the other party shall have the following remedies, subject to the provisions of Earnest Money and Additional Deposits paragraph of this Contract:

a. If SELLER defaults, BUYER may (i) specifically enforce this Contract and recover damages suffered by BUYER as a result of the delay in the acquisition of the Property; or (ii) terminate this Contract by written notice to SELLER and, at BUYER'S option, pursue any remedy and damages available by law or in equity. If BUYER elects to terminate this Contract, the Earnest Money shall be returned to BUYER subject to the provisions of Earnest Money and Additional Deposits paragraph of this Contract.

b. If BUYER defaults, SELLER may (i) specifically enforce this Contract and recover damages suffered by SELLER as a result of the delay in the sale of the Property; or (ii) terminate this Contract by written notice to BUYER and, at SELLER'S option, either retain the Earnest Money as liquidated damages as SELLER'S sole remedy (the parties recognizing that it would be extremely difficult to ascertain the extent of actual damages caused by BUYER'S breach, and that the Earnest Money represents as fair an approximation of such actual damages as the parties can now determine) as provided in this Contract, or pursue any other remedy and damages available at law or in equity.

If as a result of a default under this Contract, either SELLER or BUYER employs an attorney to enforce its rights, the defaulting party shall, unless prohibited by law, reimburse the non-defaulting party for all reasonable attorney's fees, court costs and other legal expenses incurred by the non-defaulting party in connection with the default. TIME IS OF THE ESSENCE IN THIS CONTRACT.

17. RADON, MICROBIALS AND OTHER ENVIRONMENTAL POLLUTANTS. Every buyer of residential real property is notified the property may present exposure to dangerous concentrations of indoor radon gas that may place occupants at risk of developing radon-induced lung cancer. Radon, a class-A human carcinogen, is the leading cause of lung cancer in non-smokers and the second leading cause overall. Kansas law requires sellers to disclose any information known to the seller that shows elevated concentrations of radon gas in residential real property. The Kansas department of health and environment recommends all homebuyers have an indoor radon test performed prior to purchasing or taking occupancy of residential real property. All testing for radon should be conducted by a radon measurement technician. Elevated radon concentrations can be easily reduced by a radon mitigation technician. For additional information, please go to <http://www.kansasradonprogram.org> or in Missouri a national source for radon information is <http://www.epa.gov/radon>.

BUYER acknowledges mold, fungi, bacteria and other microbes commonly exist in homes and will exist in the Property as a result of rain, humidity and other moisture in the Property and on materials during the normal construction process and as a result of the use of wood and other materials that commonly have mold, fungi, bacteria and other microbes at the time of delivery to the job site. BUYER has the opportunity to become informed, about microbes and other environmental pollutants and the potential health risks of microbes and other environmental pollutants.

The SELLER and Licensee assisting the SELLER and/or the BUYER do not claim or possess any special expertise in the measurement or reduction of radon, microbes or other environmental pollutants, nor have they provided any advice to BUYER as to acceptable levels or possible health hazards of radon, microbes or other environmental pollutants. There can be no assurance that any existing systems, devices or methods incorporated into the Property for the purpose of reducing radon, microbes or other environmental pollutant levels will be effective and SELLER has no responsibility for the operation, maintenance or effectiveness of such systems, devices and methods. Any testing desired or required with respect to radon, microbes and other environmental pollutants shall be at BUYER'S expense.

18. INSPECTIONS. BUYER may, within _____ calendar days (*10 days if left blank*) (***the "Inspection Period"***) after the Effective Date of this Contract, at BUYER'S expense, have property inspections **which may include but are not limited to:** appliances, plumbing (including septic system), electrical, heating system, central air conditioning, fireplace, chimney, foundation, roof, siding, windows, doors, ceilings, floors, insulation, drainage, interior and exterior components, any wall, decks, driveways, patios, sidewalks, fences, slabs, pest infestation, health and/or environmental concerns (including lead based paint, mold and radon) as provided below. **It is recommended that homeowner's insurance availability be ascertained during the Inspection Period. BUYER acknowledges such inspections may not identify deficiencies in inaccessible areas of the Property and may be limited by weather conditions at the time of the inspection. It is recommended that BUYER check with lender and/or local government authority regarding septic inspection.**

a. **ACCESS TO PROPERTY, RE-INSPECTIONS, DAMAGES AND REPAIRS.** SELLER shall provide BUYER reasonable access to the Property to conduct the inspections, re-inspections, inspection of any corrective measures completed by SELLER and/or final walk through prior to Closing. **BUYER shall be responsible and pay for any damage to the Property resulting from the inspection(s).** SELLER agrees any corrective measures which SELLER performs pursuant to the following provisions shall be completed in a workmanlike manner with good quality materials.

b. **WOOD-DESTROYING INSECTS. SELLER AGREES TO PAY TO HAVE THE PROPERTY TREATED** for control of infestation by wood-destroying insects if a written inspection report of a certified pest control firm reveals evidence of active infestation, or evidence of past untreated infestation, or otherwise recommends treatment in the main dwelling unit, or included additional structures identified below or on the Property within 30 feet of such unit or structure(s) (or as otherwise required by government regulations if BUYER is obtaining an FHA/VA or other government program loan). **The inspection report must be delivered WITHIN THE INSPECTION PERIOD, or any treatment shall be at the BUYER'S expense.** If treatment is required, SELLER shall provide Buyer with a certificate evidencing treatment by a certified pest control firm of SELLER'S choice, which certificate BUYER agrees to accept. Treatment shall be completed no

earlier than ninety (90) calendar days prior to the Closing Date. BUYER shall pay for any inspections requested by BUYER and/or required by BUYER'S lender. **Any damage or repair issues related to wood destroying insect infestations must be identified as Unacceptable Conditions and addressed as set forth below. Additional structures to be included in the inspection are:** _____

- c. **WHAT IF BUYER DOES NOT CONDUCT INSPECTIONS?** If BUYER does not conduct inspections BUYER shall have waived any right to cancel or renegotiate this Contract pursuant to the inspection provisions.
- d. **WHAT IF BUYER DOES NOT GIVE TIMELY NOTICE OF UNACCEPTABLE CONDITIONS?** If BUYER conducts inspections but fails to notify SELLER of unacceptable conditions prior to the expiration of the Inspection Period, BUYER shall have waived any right to cancel or renegotiate this Contract pursuant to these inspection provisions.
- e. **WHAT IS NOT AN UNACCEPTABLE CONDITION?** The following items shall not be considered Unacceptable Conditions and cannot be used by BUYER as a reason to cancel or renegotiate this Contract. Any items marked Excluded (EX) on Seller's Disclosure and Condition of Property Addendum in addition to the following items shall not be considered. _____
- f. **WHAT IS AN UNACCEPTABLE CONDITION?** An Unacceptable Condition is any condition identified in a written inspection report prepared by an independent qualified inspector of BUYER'S choice, which condition is unacceptable to BUYER and not otherwise excluded in this Contract.
- g. **WHAT IF BUYER'S INSPECTIONS REVEAL UNACCEPTABLE CONDITIONS?** If BUYER'S inspections reveal Unacceptable Conditions BUYER may do any one of the following;
- (1) **ACCEPT THE PROPERTY "AS IS".** BUYER may notify SELLER the inspections are satisfactory or do nothing. In either case, BUYER will have waived any right to cancel or renegotiate due to any Unacceptable Conditions; or
 - (2) **CANCEL THIS CONTRACT** by notifying SELLER in writing within the Inspection Period; or
 - (3) **OFFER TO RENEGOTIATE** with SELLER by notifying SELLER in writing within the Inspection Period, identifying the Unacceptable Conditions.
- BUYER'S notice of cancellation or offer to renegotiate terminates the Inspection Period and must be accompanied by the applicable written inspection report(s) in their entirety from the independent qualified inspector(s) who conducted the inspection(s).**
- h. **RESOLUTION OF UNACCEPTABLE CONDITIONS.** BUYER and SELLER shall have _____ calendar days (*5 days if left blank*) after SELLER'S receipt of BUYER'S Inspection Notice/Offer to Renegotiate (the "Renegotiation Period"), to reach an agreement resolving the Unacceptable Conditions. Any of the following executed and delivered to the other party or other party's agent prior to the expiration of the Renegotiation Period shall constitute such an agreement:
- (1) An amendment signed by BUYER and SELLER resolving the Unacceptable Conditions; or
 - (2) A written statement signed by BUYER accepting the Property "as is" without correction of any Unacceptable Conditions; or
 - (3) A written statement signed by SELLER agreeing to do everything requested by BUYER in BUYER'S Offer to Renegotiate.
- If no agreement resolving the Unacceptable Conditions is reached as provided above, prior to the expiration of the Renegotiation Period, then after expiration of the Renegotiation Period, either party may cancel this Contract by written notice to the other.**

19. ADDITIONAL TERMS AND CONDITIONS.

20. EXPIRATION. This offer shall expire on _____, at _____ o'clock ____m.
(5:00 p.m. if left blank) unless accepted by SELLER or withdrawn by BUYER before that time.

**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.**

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

SELLER hereby authorizes Closing Agent to obtain payoff information from SELLER'S Lender.

SELLER	DATE	BUYER	DATE
--------	------	-------	------

SELLER	DATE	BUYER	DATE
--------	------	-------	------

ADDRESS	ADDRESS
---------	---------

BROKERAGE	BROKERAGE
-----------	-----------

Name of Licensee assisting Seller	(Please Print)	Name of Licensee assisting Buyer	(Please Print)
-----------------------------------	----------------	----------------------------------	----------------

Listing Licensee's Phone #	/	Fax #	Selling Licensee's Phone #	/	Fax #
----------------------------	---	-------	----------------------------	---	-------

Listing Licensee's Email Address	Selling Licensee's Email Address
----------------------------------	----------------------------------

DATE OF FINAL ACCEPTANCE, THE "EFFECTIVE DATE" IS _____

(Effective Date to be completed by Licensee assisting the last party signing this Contract.)

FORM CERTIFICATION: (TO BE COMPLETED BY LICENSEE PREPARING THIS FORM)

The undersigned Licensee assisted in completing the blanks in the foregoing form and confirms, to the best of his/her knowledge, that the printed form contains the language approved by Counsel for the Kansas City Regional Association of REALTORS®. The undersigned Licensee further confirms no additions or deletions to the approved language have been made, except such changes as may appear hereon made by hand or computer generation and signed and/or initialed by the party submitting this offer. Licensee's signature below is not an opinion as to the legal validity or meaning of any provisions contained in this form, but merely confirms, to the best of the Licensee's knowledge, no changes have been made to the approved form. **(Check one)**

☐ Licensee assisting Seller☐ Licensee assisting Buyer**(TO BE COMPLETED BY LICENSEE UPON SELLER'S REJECTION OF OFFER):**

Listing Licensee acknowledges receipt of this offer and has made a presentation to SELLER on _____
for SELLER'S consideration. DATE TIME

By: _____
Licensee assisting Seller

Approved by Legal Counsel of the Kansas City Regional Association of REALTORS® for exclusive use by its REALTOR® members. No warranty is made or implied as to the legal validity or adequacy of this Contract, or that it complies in every respect with the law or that its use is appropriate for all situations. Local law, customs and practices, and differing circumstances in each transaction may dictate that amendments to this Contract be made. Copyright January 2011. Last revised 10/10. All previous versions of this document may no longer be valid.

FINANCING ADDENDUM

SELLER: _____

BUYER: _____

PROPERTY: _____

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

This Contract is contingent upon BUYER obtaining the financing described in this Financing Addendum as follows:

1. TYPE OF FINANCING. Loan(s) will be ☐ owner occupied loan or ☐ investment loan.

2. LOAN TYPES/TERMS. Buyer will obtain a loan upon the following terms:

Type:	Primary Loan	Secondary Loan
Conventional	<input type="checkbox"/>	<input type="checkbox"/>
FHA	<input type="checkbox"/>	<input type="checkbox"/>
DVA	<input type="checkbox"/>	<input type="checkbox"/>
Other _____	<input type="checkbox"/>	<input type="checkbox"/>
Not Applicable		<input type="checkbox"/>
Interest Rate:		
Fixed Rate	<input type="checkbox"/>	<input type="checkbox"/>
Adjustable Rate	<input type="checkbox"/>	<input type="checkbox"/>
Interest Only	<input type="checkbox"/>	<input type="checkbox"/>
Other _____	<input type="checkbox"/>	<input type="checkbox"/>
Amortization Period	_____ years	_____ years
Principal Amount or LTV	_____	_____

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

The loans will bear interest as follows:

Primary Loan	_____ interest rate not exceeding _____% per annum or _____ the prevailing rate at closing
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 in this Addendum. 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. BUYER may obtain loan(s) on different terms than those described above, provided that the terms of the loan(s) do not result in additional cost to SELLER.

3. LOAN APPLICATIONS.

☐ **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 shall 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 (5 days if left blank) after the Effective Date of this Contract, BUYER shall complete a written application.

BUYER agrees to authorize Lender(s) to perform all required services (credit report, appraisal, etc.), promptly pay the fees required by Lender(s), and promptly provide Lender(s) with all information requested. **SELLER is aware that pre-approval is not a guarantee that BUYER will receive Lender(s) loan approval(s).**

4. LOAN APPROVAL(S). BUYER agrees to make a good faith effort to obtain a commitment for the Loan(s) within _____ calendar days (30 days if left blank) from the Effective Date of this Contract (the "Loan Approval Period") or within _____ calendar days (5 days if left blank) prior to the Closing Date, whichever is earlier. If BUYER is unable to obtain a commitment for the Loan(s) within the Loan Approval Period, BUYER or SELLER may cancel this contract by written notice and BUYER'S Earnest Money shall be subject to the provisions of the Earnest Money and Additional Deposits paragraph of the Contract. If BUYER is unable to obtain the financing described herein, BUYER shall provide written evidence of rejection.

5. LOAN COSTS. BUYER agrees to pay all customary costs necessary to obtain the Loan(s) (including but not limited to, origination fees, discounts or buy-downs) unless otherwise agreed as follows:

- **Private Mortgage Insurance (PMI).** BUYER will pay any up front PMI premium and annual renewal premiums, or shall finance the PMI as a part of the Loan(s), if required by Lender(s).
- **FHA Mortgage Insurance (MIP).** BUYER will pay any up front MIP premium and annual renewal premiums, or shall finance MIP as a part of the Loan(s).
- **DVA Funding Fee** as required by Lender(s) shall be paid at Closing by the BUYER or financed as part of the Loan(s).
- **Flood Insurance.** BUYER agrees to pay for flood insurance if required by Lender.

TOTAL ADDITIONAL SELLER EXPENSES:

(Each line \$0 if left blank)

- **Additional SELLER paid costs.** In addition to any other costs SELLER agreed to pay herein, SELLER agrees to pay other allowable closing costs permitted by Lender(s) and/or prepaid items for BUYER, not to exceed: \$ _____
- **Costs Not Payable by BUYER.** Some lending programs may prohibit a BUYER from paying certain closing-related costs. SELLER agrees to pay all costs associated with obtaining the **BUYER'S** loan(s) which the program rules will not permit the **BUYER** to pay, not to exceed: \$ _____
- **Lender(s) approved down payment assistance costs** \$ _____
☐ See attached Loan(s) specification documents (**Check if applicable**)
- **Other** _____ \$ _____

TOTAL ADDITIONAL SELLER EXPENSES, NOT TO EXCEED: \$ _____

6. APPRAISED VALUE CONTINGENCY. Notwithstanding any other terms of this Contract, if the final appraised value of the Property, as determined by BUYER'S Lender's appraiser, is not equal to or greater than the Purchase Price, BUYER may notify SELLER in writing, attaching a copy of the appraisal, and the following shall occur:

- a. SELLER may seek a reconsideration of value by the BUYER'S Lender's appraiser, to be completed within _____ calendar days (7 days if left blank) of delivery of the BUYER'S notice. If such reconsideration finds a value equal to or greater than the sale price, the transaction will move forward to closing.
- b. If such reconsideration finds a value less than the sale price, BUYER and SELLER shall have _____ calendar days (5 days if left blank) to agree upon an acceptable sale price in writing.

If BUYER and SELLER fail to agree to an acceptable sale price within the time period stated above, either party may cancel the Contract by written notice to the other, and BUYER'S Earnest Money shall be subject to the provisions of the Earnest Money and Additional Deposits paragraph of the Contract.

7. APPRAISAL REQUIREMENTS. In addition to any other costs or sums to be paid by SELLER pursuant to this Contract, SELLER agrees to pay an amount not to exceed \$_____ (zero if left blank) for requirements contained in the Lender's appraisal. Appraisal and/or Lender(s) requirements shall include inspections and/or repairs, but not any for which BUYER has agreed to be responsible elsewhere in this Contract. If appraisal and/or Lender(s) requirements exceed the amount in this blank and if SELLER and BUYER have not agreed in writing to a resolution of the excess appraisal and/or Lender(s) requirements prior to Closing, or within the time period (no less than 5 days) specified in a written demand by either party, this Contract shall be cancelled and disposition of BUYER'S Earnest Money shall be subject to the provisions of the Earnest Money and Additional Deposits paragraph of the Contract.

8. GOVERNMENT LOAN REQUIREMENTS.

(a) FHA CERTIFICATION: The borrower, seller, and the selling real estate agent or broker involved in the sales transaction must certify the terms and conditions of the sales contract are true to the best of their knowledge and belief and that any other agreement entered into by any of the parties in connection with the real estate transaction is part of, or attached to, the sales agreement.

Listing Licensee	Date	Selling Licensee	Date
------------------	------	------------------	------

(b) APPRAISED VALUE: It is expressly agreed, notwithstanding any other provisions contained in this Contract, the purchaser (BUYER) shall not be obligated to complete the purchase of the Property described herein, or to incur any penalty by forfeiture of Earnest Money deposits or otherwise, unless the purchaser has been given in accordance with HUD/FHA or V/A requirements a written statement by the Federal Housing Commissioner, or Direct endorsement Lender/Department of Veterans Administration, or the LAPP underwriter setting forth the appraised value of the Property (excluding closing costs) of not less than \$_____ (purchase price if left blank). The purchaser shall have the privilege and option of proceeding with the consummation of the contract without regard to the amount of the appraised valuation. **The appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development/Department of Veteran Affairs will insure/guarantee. HUD/Department of Veterans Affairs and the mortgagee does not warrant the value nor the condition of the property. The purchaser should satisfy himself/herself the price and condition of the property are acceptable.**

**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.**

<u>SELLER</u>	<u>DATE</u>	<u>BUYER</u>	<u>DATE</u>
<u>SELLER</u>	<u>DATE</u>	<u>BUYER</u>	<u>DATE</u>

Approved by Legal Counsel of the Kansas City Regional Association of REALTORS® for exclusive use by its REALTOR® members. No warranty is made or implied as to the legal validity or adequacy of this Contract, or that it complies in every respect with the law or that its use is appropriate for all situations. Local law, customs and practices, and differing circumstances in each transaction may dictate that amendments to this Contract be made. Copyright January 2011. Last revised 10/10. All previous versions of this document may no longer be valid.

AGENCY DISCLOSURE ADDENDUM (Residential/Vacant Land)

1 **SELLER/LANDLORD:** _____

2 **BUYER/TENANT:** _____

3 **PROPERTY:** _____

4

5 **THE FOLLOWING DISCLOSURE IS MADE IN COMPLIANCE WITH MISSOURI AND KANSAS REAL**
6 **ESTATE LAWS AND RULES AND REGULATIONS. APPLICABLE SECTIONS BELOW MUST BE**
7 **CHECKED AND COMPLETED FOR BOTH SELLER/LANDLORD AND BUYER/TENANT.**

8

9 SELLER/LANDLORD and BUYER/TENANT acknowledge the real estate licensee(s) involved in this
10 transaction may be acting as agents of the SELLER/LANDLORD, agents of the BUYER/TENANT,
11 Transaction Broker(s) or Disclosed Dual Agents (**Available only in Missouri**). The Licensee acting as
12 an agent of the SELLER/LANDLORD has a duty to represent the SELLER'S/LANDLORD'S interest and
13 will not be the agent of the BUYER/TENANT. Information given by the BUYER/TENANT to a Licensee
14 acting as an agent of the SELLER/LANDLORD will be disclosed to the SELLER/LANDLORD. The
15 Licensee acting as an agent of the BUYER/TENANT has a duty to represent the BUYER'S/TENANT'S
16 interest and will not be an agent of the SELLER/LANDLORD. Information given by the
17 SELLER/LANDLORD to a Licensee acting as an agent of the BUYER/TENANT will be disclosed to the
18 BUYER/TENANT. A Licensee acting in the capacity of a Transaction Broker is not an agent for either
19 party and does not advocate the interests of either party. A Licensee acting as a Disclosed Dual Agent
20 (**Available only in Missouri**) is acting as an agent for both the SELLER/LANDLORD and the
21 BUYER/TENANT, and when acting as a Disclosed Dual Agent, a separate Dual Agency Disclosure
22 Addendum is required. **SELLER/LANDLORD AND BUYER/TENANT HEREBY ACKNOWLEDGE THE**
23 **REAL ESTATE BROKERAGE RELATIONSHIPS BROCHURE HAS BEEN FURNISHED TO THEM,**
24 **AND THE BROKERAGE RELATIONSHIPS WERE DISCLOSED TO THEM OR THEIR RESPECTIVE**
25 **AGENTS AND/OR TRANSACTION BROKERS NO LATER THAN THE FIRST SHOWING, UPON**
26 **FIRST CONTACT, OR IMMEDIATELY UPON THE OCCURRENCE OF ANY CHANGE TO THAT**
27 **RELATIONSHIP.**

28

29 **SELLER/LANDLORD AND BUYER/TENANT CONFIRMATION OF BROKERAGE AGENCY**
30 **RELATIONSHIPS:**

31

32 **A. Licensee assisting SELLER is functioning as:**

- 33 ☐ SELLER'S/LANDLORD'S Agent
34 ☐ Designated SELLER'S/LANDLORD'S Agent (**In Kansas, Supervising Broker acts as a**
35 **Transaction Broker**)
36 ☐ Transaction Broker and SELLER/LANDLORD agree, to sign a Transaction Broker
37 Addendum. SELLER/LANDLORD is not being represented.
38 ☐ Disclosed Dual Agent and SELLER/LANDLORD agree, to sign a Disclosed Dual
39 Agency Amendment. (**Missouri only**)
40 ☐ BUYER'S/TENANT'S Agent
41 ☐ Designated BUYER'S/TENANT'S Agent (**In Kansas, Supervising Broker acts as a**
42 **Transaction Broker**)
43 ☐ Subagent
44 ☐ SELLER/LANDLORD is not being represented.

45

B. Licensee assisting BUYER is functioning as:

- ☐ BUYER'S/TENANT'S Agent
- ☐ Designated BUYER'S/TENANT'S Agent (In Kansas, Supervising Broker acts as a Transaction Broker)
- ☐ Transaction Broker and BUYER/TENANT agree, to sign a Transaction Broker Addendum. BUYER/TENANT is not being represented.
- ☐ Disclosed Dual Agent and BUYER/TENANT agree, to sign a Disclosed Dual Agency Amendment. (Missouri only)
- ☐ SELLER'S/LANDLORD'S Agent
- ☐ Designated SELLER'S/LANDLORD'S Agent in BUYER'S/TENANT'S Purchase of the Property (In Kansas, Supervising Broker acts as a Transaction Broker)
- ☐ Subagent
- ☐ BUYER/TENANT is not being represented.

SOURCE OF COMPENSATION.

Brokerage fees, to include but not limited to broker commissions and other fees, shall be paid out of escrow at Closing as follows, unless otherwise described in the terms of the respective agency agreements or other SELLER/BUYER agreements. **SELLER/LANDLORD and BUYER/TENANT understand and agree Brokers may be compensated by more than one party in the transaction. (Check all applicable boxes):**

- ☐ SELLER/LANDLORD and/or
- ☐ BUYER/TENANT

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.

Licensees also hereby certify that they are licensed to sell real estate in the state in which the property is located.

SELLER/LANDLORD	DATE	BUYER/TENANT	DATE
SELLER/LANDLORD	DATE	BUYER/TENANT	DATE
LICENSEE ASSISTING SELLER/LANDLORD	DATE	LICENSEE ASSISTING BUYER/TENANT	DATE

Approved by Legal Counsel of the Kansas City Regional Association of REALTORS® for exclusive use by its REALTOR® members. No warranty is made or implied as to the legal validity or adequacy of this Contract, or that it complies in every respect with the law or that its use is appropriate for all situations. Local law, customs and practices, and differing circumstances in each transaction may dictate that amendments to this Contract be made. Copyright January 2011. Last revised 10/10. All previous versions of this document may no longer be valid.



COMPANY DISCLOSURE ADDENDUM

SELLER: _____

BUYER: _____

PROPERTY: _____

COMPANY DISCLOSURE STATEMENTS

Chartwell Realty LLC is an independent real estate sales brokerage company organized under the laws of the State of Missouri and is solely responsible for its own debts and liabilities.

Seller and Buyer are informed and understand that Chartwell Realty LLC has a shared interest in or may earn a financial benefit from First Federal Bank, Pulaski Bank, Chicago Title Company, Chartwell Insurance Services and/or Elliot Insurance Agency and may be recommending one or more of these companies for settlement, closing or escrow services, title insurance or loan origination sales or service. Seller and Buyer are informed and agree that Chartwell Realty LLC may also recommend one of these or other companies for services such as home inspections, engineering services, pest control, electrical, mechanical or other contractors, from which Chartwell Realty LLC may or may not receive a financial benefit, as provided by law. Seller and Buyer are further informed and understand that Chartwell Realty LLC may earn financial benefits from other companies such as HSA Home Warranty Company, AB May, Old Republic Home Protection, American Home Shield, HMS Home Warranty or other warranty companies.

Seller and Buyer are informed and agree that they are not required to use any particular provider of such services and may select their own provider if they so choose and have had sufficient opportunity to choose companies for the provision of necessary services related to the sale and purchase of a home. Seller and Buyer are informed and agree that the selection of such providers described herein is an important decision and that they have considered such options and have decided to use the services of these or any other company after such careful deliberation.

CAREFULLY READ THE TERMS AND STATEMENTS CONTAINED HEREIN BEFORE SIGNING. WHEN SIGNED BY ALL PARTIES, THIS DOCUMENT BECOMES PART OF A LEGALLY BINDING CONTACT. IF NOT UNDERSTOOD, CONSULT AN ATTORNEY BEFORE SIGNING.

Seller Date

Buyer Date

Seller Date

Buyer Date

EXCLUSIVE BUYER AGENCY CONTRACT

1 **1. THIS CONTRACT** is made between _____
2 ("BUYER") and _____ ("BROKER").

3 By this Contract BUYER retains and appoints BROKER as BUYER'S Exclusive Agent to assist BUYER
4 in the procurement of property ("Property") and to negotiate terms and conditions acceptable to BUYER
5 for the procurement of the Property as generally described in this Contract; however, BROKER shall not
6 be obligated to seek other properties after BUYER enters into a Contract to purchase the Property.
7

8 **2. GENERAL DESCRIPTION OF PROPERTY.** BUYER desires to purchase real property described as
9 follows:

10 Type: ☐ Residential ☐ Income ☐ Vacant Land ☐ Commercial ☐ Other _____

11 GENERAL LOCATION: _____

12 APPROXIMATE PRICE RANGE: \$ _____ TO \$ _____
13

14 **3. TERM OF AGREEMENT.** This Contract shall begin _____ and shall
15 continue through 11:59 p.m. _____ unless sooner terminated by
16 BROKER by written notice to BUYER.
17

18 **4. BUYER REPRESENTATIONS.**

- 19 (a) BUYER warrants that BUYER is not currently obligated under any other Buyer Agency Contracts.
20 (b) BUYER warrants that BUYER is not obligated to pay any brokerage fees for properties that were
21 previously shown to BUYER.
22 (c) BUYER warrants that BUYER is not aware of any facts that would prevent BUYER from closing
23 any sale entered into under this Contract.
24 (d) BUYER agrees to comply with all applicable federal, state and local laws, rules and regulations
25 and ordinances, including fair housing and civil rights statutes and rules and regulations.
26 (e) BUYER shall attempt to secure written loan pre-approval and disclose to BROKER the status of
27 BUYER'S loan approval and shall provide a copy of current loan approval documents including all
28 conditions and limitations required by lender.
29 (f) **BUYER AGREES TO INFORM ALL REAL ESTATE LICENSEES AND SELLERS WITH WHOM**
30 **BUYER COMES IN CONTACT THAT BUYER IS A PARTY TO THIS EXCLUSIVE CONTRACT.**
31

32 **5. BROKER'S OBLIGATIONS.**

- 33 (a) Perform the terms of this Contract, exercise reasonable skill and care for BUYER, and promote
34 the interests of BUYER with the utmost good faith, loyalty and fidelity **unless** acting as a Transaction
35 Broker, or as a Disclosed Dual Agent (*Missouri only*).
36 (b) Seek a price and terms acceptable to BUYER.
37 (c) Provide, at a minimum, the following services:
38 (1) Accept delivery of and present to BUYER offers and counter offers to purchase the property
39 the BUYER seeks to purchase;
40 (2) Assist BUYER in developing, communicating, negotiating, and presenting offers, counter
41 offers, and notices that relate to the offers and the counter offers until purchase agreement is
42 signed and all contingencies are satisfied or waived; and
43 (3) Answer BUYER'S questions relating to the offers, counter offers, notices, and contingencies.
44 (d) In Missouri, BROKER shall not be obligated to continue to seek other properties while the client is
45 a party to a Contract to purchase Property; however the BROKER must present all written offers to
46 and from the client regardless of whether the client is a party to a purchase or not.
47 (e) Disclose to BUYER all adverse material facts actually known (or should have known, in Missouri)
48 by BROKER and advise BUYER to obtain expert advice as to material matters known by BROKER
49 but the specifics of which are beyond the BROKER'S expertise.
50 (f) Account in a timely manner for all money and property received.

(g) Comply with all applicable federal, state, and local laws, rules and regulations, and ordinances, including fair housing and civil rights statutes and rules and regulations.

(h) Not disclose any confidential information about BUYER unless: disclosure is authorized under this Contract; disclosure is required by statute, rules or regulations; or failure to disclose would constitute a material misrepresentation, or disclosure is necessary under Missouri law to defend the affiliated licensee against an action of wrongful conduct in an administrative or judicial proceeding or before a professional committee.

(i) Disclose to BUYER and any Seller of Property all adverse material facts actually known (or should have known, in Missouri) by BROKER including but not limited to material facts concerning BUYER'S ability to perform under the terms of a sales contract and any facts actually known by BROKER that were omitted from or contradict any information included in a written report regarding the physical condition of the Property prepared by a qualified third party. In Missouri and in Kansas, law requires persons who are convicted of certain crimes, including certain sexually violent crimes, to register with the sheriff of the county in which they reside. If you, as the BUYER, desire information regarding those registrants, you may find information on the homepage of the Kansas Bureau of Investigation (KBI) at <http://www.Kansas.gov/kbi> or by contacting the local sheriff's office in Kansas. In Missouri, BUYER should contact the sheriff of the county in which the Property is located.

(j) Assist with the closing of the sale of the Property.

(k) BROKER may show properties in which BUYER is interested to other prospective buyers without breaching any duty or obligation to BUYER. BROKER may show other buyers the Property to which BROKER shows BUYER and may assist competing buyers in attempting to purchase a particular property. BROKER may search for properties in a Multiple Listing Service, and BROKER may, but is not required to, conduct searches and/or inquiries from other sources.

6. COMPENSATION TO BROKER.

(a) BROKER shall be entitled to compensation for assisting and negotiating in the procurement of Property acceptable to BUYER, or serving in Disclosed Dual Agency (**Missouri only**) or Transaction Broker situations. BROKER'S fee shall be: (**Check if applicable**)

☐ The amount shown as the "selling commission" in a Multiple Listing Service or _____ (____) percent of the Purchase Price of the Property, whichever is greater. In the event BUYER wishes to purchase a home that is not listed in a Multiple Listing Service, BROKER will seek a written fee agreement from the Seller in the amount of _____ (____) percent of the Purchase Price of the Property. If said fee cannot be obtained from Seller, then BROKER shall notify BUYER in writing and BUYER agrees to either pay all of the balance on the agreed fee at the Closing of the transaction, or forego the purchase of said home. If a selling incentive is offered by Seller, BUYER agrees that BROKER may accept same.

☐ Other Commission: _____. **BUYER understands and agrees that BROKER may be compensated by more than one party in the transaction. BUYER hereby authorizes the party handling the closing to pay Commission to BROKER from BUYER'S funds at closing.**

(b) Although this Contract primarily provides for BROKER to serve exclusively as BUYER'S Agent, BUYER may also authorize the BROKER to serve as a Disclosed Dual Agent (**Missouri only**) or Transaction Broker with regard to homes listed for sale by BROKER. **Carefully read the Paragraph entitled "Brokerage Relationship Disclosure" in the Contract concerning this issue.**

(c) The BROKER'S fees shall also be deemed earned if BUYER or any person on BUYER'S behalf procures any real property of the nature described herein within _____ days after termination of this Contract, which property BROKER, BROKER'S Agent or cooperating brokers presented or submitted to BUYER during the term hereof and the description of which BROKER shall have submitted in writing to BUYER, either in person or by mail within _____ days after termination of this Contract.

(d) **The BROKER'S fees shall also be deemed earned if the Property was presented to BUYER by someone other than BROKER or was actually seen by BUYER without the services or assistance of any broker, during the term of this Contract and BUYER shall have failed to**

disclose to **BROKER** the description of such property or to refer the presentation or submission to **BROKER**.

(e) **BUYER** shall be released and relieved of any obligation to pay the **BROKER'S** fees described herein, if through no fault on the part of the **BUYER**, the Seller fails to close the transaction. This provision shall not, however, relieve the Seller of any obligation to pay such fees as may be applicable. If such transaction fails to close because of any breach of the sale Contract on the part of **BUYER**, **BROKER'S** fees will not be waived, but will be due and payable by **BUYER** immediately.

7. BROKERAGE RELATIONSHIP DISCLOSURE. **BUYER** acknowledges receiving (a) the Broker Disclosure Form (in Missouri) on or before the signing of the Exclusive Buyer's Agency Agreement, or upon the licensee obtaining any personal or financial information, whichever occurs first; OR, (b) the Real Estate Brokerage Relationships Brochure (in Kansas) at the first practical opportunity. The Missouri "Form", or Kansas "Brochure" needs to be read by all consumers. **BUYER** understands and agrees that **BROKER** can show any property which is available for sale, including properties which are listed with Sellers with whom **BROKER** has a brokerage relationship. **BROKER** shall notify **BUYER** and Seller of **BROKER'S** intention to represent both of them (**Disclosed Dual Agency is available only in Missouri**), to represent neither but to assist both **BUYER** and Seller (Transaction Broker in both Kansas and Missouri), or designate an agent for the **BUYER** and another to represent Seller (Designated Agency in both Kansas and Missouri). **BUYER** understands that **BROKER** may show alternative properties not listed by **BROKER** to **BUYER** and may show all such properties for sale to other buyers without breaching any duty or obligation to **BUYER**.

- **Buyer Agency.** The **BUYER'S** agent represents **BUYER** only, so the Seller may be either unrepresented or represented by another agent. The **BUYER'S** agent is responsible for performing the following duties: promoting the interests of **BUYER** with the utmost good faith, loyalty and fidelity; protecting **BUYER'S** confidences, unless disclosure is required by law; presenting all offers in a timely manner; advising **BUYER** to obtain expert advice; accounting for all money and property received; disclosing to **BUYER** all adverse material facts that the agent knows; disclosing to the Seller all adverse material facts actually known by the agent, including all material facts concerning **BUYER'S** financial ability to perform the terms of the transaction. The **BUYER'S** agent has no duty to: conduct an independent investigation of **BUYER'S** financial condition for the benefit of the Seller; independently verify the accuracy or completeness of statements made by **BUYER** or any qualified third party.
- **Transaction Broker. (Kansas and Missouri).** **BUYER** acknowledges that **BROKER** may have clients who have retained **BROKER** to represent them in the sale of property. If the property owned by one of these clients is one in which **BUYER** becomes interested in making an offer, **BROKER** would be in the position of representing **BUYER** and the Seller in the same transaction. Unless designated agents have been appointed as provided below, this representation would constitute a dual agency (**Missouri only**). With the informed consent of both **BUYER** and the Seller, **BROKER** may act as a Transaction Broker. As a Transaction Broker, **BROKER** would assist the parties with the real estate transaction without being an agent or advocate for the interests of either party. A Transaction Broker has the duty to perform the terms of any written or oral agreement made with any party to the transaction; to exercise reasonable skill, care and diligence as a Transaction Broker, including but not limited to: presenting all offers and counter offers in a timely manner regardless of whether the Property is subject to a Contract for sale or lease or a letter of intent; keeping the parties fully informed regarding the transaction and suggesting that such parties obtain expert advice as to material matters about which the Transaction Broker knows but the specifics of which are beyond the expertise of such broker; accounting in a timely manner for all money and property received; disclosing to each party to the transaction any adverse material facts of which the Transaction Broker has actual notice or knowledge; and assisting the parties in complying with the terms and conditions of any Contract. The parties to a transaction brokerage transaction shall not be liable for any acts of the Transaction Broker. The following information shall not be disclosed by a Transaction Broker without the informed consent of the party or parties disclosing such information to the Transaction Broker: that **BUYER** is willing to pay more than the Purchase Price offered for the Property; that a

Seller is willing to accept less than the asking price for the Property; what the motivating factors are for any party buying, selling or leasing the Property; that a Seller or BUYER will agree to financing terms other than those offered; any confidential information about the other party, unless disclosure of such information is required by law, statute, rules or regulations or failure to disclose such information would constitute fraud or dishonest dealing. **A separate Transaction Broker Addendum must be signed by all parties when this arrangement is used.**

- **Subagency-Agency.** A Subagent is the agent of an agent. A Subagent owes the same obligations and responsibilities as the agent.
- **Disclosed Dual Agency. (Missouri only)** BROKER may have clients who have retained BROKER to represent them in connection with the sale of property. If a Seller represented by BROKER has property in which BUYER becomes interested in making an offer, BROKER is in the position of representing both BUYER and Seller in that transaction. This representation, known as dual agency, can create inherent conflicts of interest. A Dual Agent shall be a limited agent for both BUYER and Seller and shall have the duties of BUYER'S or Seller's agent except that a Dual Agent may disclose any information to one client that the licensee gains from the other client if the information: (1) is material to the transaction unless it is confidential information that has not been made public or; (2) becomes public by the words or conduct of the client to whom the information pertains or; (3) is obtained from a source other than the licensee. A Dual Agent may not disclose, without the consent of the client to whom the information pertains: that BUYER is willing to pay more than the Purchase Price offered for the Property; that a Seller is willing to accept less than the asking price for the Property; what the motivating factors are for any client, buying or selling the Property; that a client will agree to financing terms other than those offered and/or the terms of any prior offers or counter offers made by any party. A Dual Agent shall not disclose to any other client any confidential information about the other client unless the disclosure is required by statute, rules or regulations or failure to disclose the information would constitute a misrepresentation or unless disclosure is necessary to defend the affiliate licensee against an action of wrongful conduct in any administrative or judicial proceeding or before a professional committee. **A separate Disclosed Dual Agency Amendment must be signed by BUYER and Seller when this form of agency is used.**
- **Designated Agency.** A Designated Agent is a licensee affiliated with BROKER who has been designated by BROKER, or BROKER'S authorized representative, to act as the agent of a Buyer represented by BROKER or a Seller represented by BROKER to the exclusion of all other affiliated licensees of BROKER. The use of a Designated Agent is an alternative to a Disclosed Dual Agency in Missouri or a Transaction Broker in Kansas or Missouri. A Designated Buyer's Agent will perform all of the duties of a Buyer's Agent.

If a Designated Agent is appointed to represent BUYER, BUYER understands and agrees that:

- (1) The Designated Agent will perform all of the duties of the BUYER'S Agent and will be BUYER'S legal agent to the exclusion of all other licensees affiliated with BROKER.
- (2) Another licensee with the BROKER may act as a Designated Agent for a Seller in BUYER'S purchase of the Property.
- (3) The supervising broker (or branch broker, if applicable) will act as a Transaction Broker and will not advocate for the interests of either party and will not, without prior consent of both parties, disclose any information or personal confidences about a party which might place the other party at an advantage. The supervising broker (or branch broker, if applicable) may appoint an affiliated licensee to act in the transaction as a Transaction Broker.
- (4) If the Designated Agent for BUYER is also the Designated Agent of a Seller, the Designated Agent cannot represent both BUYER and Seller. With the informed consent of both the BUYER and Seller, the Designated Agent may act as a Transaction Broker and assist the parties with the real estate transaction without being an agent or advocate for the interests of either party.

(5) If BUYER is represented by a Designated Agent of BROKER and wants to see property which was personally listed by the supervising broker, the supervising broker, with the written consent of the Seller, may specifically designate an affiliated licensee who will act as the Designated Agent for Seller.

8. BROKERAGE RELATIONSHIPS CONFIRMATION. Unless otherwise provided herein, BUYER authorizes the designated broker to cooperate with and receive compensation from other brokers. BUYER consents to the following (*Check applicable boxes*):

- ☐ Yes ☐ No BUYER consents to Buyer Agency.
☐ Yes ☐ No BUYER consents to a Transaction Broker and agrees, if applicable, to sign a Transaction Broker Addendum.
☐ Yes ☒ No BUYER consents to Sub-Agency.
☐ Yes ☐ No BUYER consents to Dual Agency and agrees, if applicable, to sign a Disclosed Dual Agency Amendment. (**Missouri Only**)
☐ Yes ☐ No BUYER consents to Designated Agency. (**In Kansas, Supervising Broker acts as a Transaction Broker**)
☐ Yes ☐ No BUYER consents to the appointment of a Designated Agent for a Seller in BUYER'S purchase of the Property. (**In Kansas, Supervising Broker acts as a Transaction Broker**)

9. COST OF SERVICES OBTAINED FROM OUTSIDE SOURCES. BROKER shall not obtain or order products or services from outside sources unless BUYER agrees in writing to pay for the same immediately when payment is due. Examples of such outside sources would include, but are not limited to, surveys, soil tests, title reports, engineering studies, or inspections.

10. DISCLOSURE OF BROKER'S ROLE. At the time of every initial contact, BROKER shall inform all prospective Sellers and their agents with whom BROKER negotiates pursuant to this Contract that BROKER acts on behalf of BUYER. BUYER authorizes BROKER to cooperate with other brokers and sales agents and share in any compensation due under this Contract.

11. BUYER'S IDENTITY. Unless otherwise expressly requested in writing, BROKER has BUYER'S permission to disclose BUYER'S identity to third parties without prior written consent of BUYER. BUYER additionally agrees to provide BROKER, upon request, relevant personal and financial information to assure BUYER'S ability to acquire property described above.

12. OTHER POTENTIAL BUYERS. BUYER understands that other potential buyers may consider, make offers on, or purchase through BROKER the same or similar properties as BUYER seeks to acquire. BUYER consents to BROKER'S representation of such potential buyers before, during and after the expiration of this Contract. In such a situation, BROKER will not disclose to any buyer the terms of another buyer's offer.

13. NON-ASSIGNMENT OF CONTRACT. BUYER and BROKER understand and agree that the relationship created by this Contract is a personal one and that neither BUYER nor BROKER shall have the right to assign this Contract to third parties.

14. LEGAL AND PROFESSIONAL ADVICE. BROKER suggests BUYER seek legal, tax, and other professional advice relative to any real estate transaction. BROKER makes no representation or warranty respecting the advisability of any transaction. BROKER is not an expert in matters relating to law, tax, financing, surveying, structural or mechanical condition, hazardous material, engineering, or other specialized topics. BUYER is encouraged to seek expert help in such areas. BROKER will cooperate with experts engaged by BUYER, but BROKER shall have no liability to BUYER pertaining to such matters.

15. ENTIRE AGREEMENT. This Agency Contract constitutes the entire agreement between the parties; any prior agreements pertaining thereto, whether oral or written, have been merged and integrated into this Contract. There shall be no modification of any of the terms of this Contract unless such modification has been agreed to in writing and signed by all parties.

16. ADDITIONAL TERMS AND CONDITIONS: _____

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.

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

BROKERAGE		BUYER	DATE
BUYER'S AGENT	DATE	BUYER	DATE
		BUYER ADDRESS	
		BUYER CITY, STATE, ZIP	
		BUYER PHONE #	FAX #
		BUYER EMAIL	

Appointment of Designated Agent(s): BROKER or BROKER'S authorized representative hereby designates:

to act as a **Designated Agent(s)** on BUYER'S behalf. BUYER consents to the above named **Designated Agent(s)** acting as BUYER'S Designated Agent (or as a Transaction Broker, or Disclosed Dual Agent in Missouri if such Designated Agent is also the Designated Agent for the Seller), subject to both BUYER and Seller signing a Transaction Broker Addendum or Disclosed Dual Agency Amendment (**Missouri only**) with BROKER, which shall be signed by BUYER prior to writing an offer to purchase the Property and by Seller prior to signing the Contract.

BROKER'S Signature (required in Missouri) _____

Approved by Legal Counsel of the Kansas City Regional Association of REALTORS® for exclusive use by its REALTOR® members. No warranty is made or implied as to the legal validity or adequacy of this Contract, or that it complies in every respect with the law or that its use is appropriate for all situations. Local law, customs and practices, and differing circumstances in each transaction may dictate that amendments to this Contract be made. Copyright January 2011. Last revised 10/10. All previous versions of this document may no longer be valid.

BUYER'S ESTIMATED EXPENSE WORKSHEET

1	BUYER: _____			
2	PROPERTY: _____			
3	ESTIMATED CLOSING DATE: _____			
4				
5	PURCHASE PRICE: _____	\$ _____	\$ _____	
6	CASH DOWN PAYMENT (including Earnest Deposit) _____	\$ _____	\$ _____	
7	MORTGAGE LOAN: (Type) _____ Amount: _____	\$ _____	\$ _____	
8				
9	LOAN AND OTHER COSTS:			
10	Loan Closing Fee.....	\$ _____	\$ _____	
11	Origination Fee.....	\$ _____	\$ _____	
12	Loan Discount Fee (Points).....	\$ _____	\$ _____	
13	Credit Report (Paid at Loan Application).....	\$ _____	\$ _____	
14	Appraisal Fee (Paid at Loan Application).....	\$ _____	\$ _____	
15	Survey (if required) _____ Stake Survey _____ Loan Survey _____	\$ _____	\$ _____	
16	Underwriter Fee.....	\$ _____	\$ _____	
17	Document Preparation Fee.....	\$ _____	\$ _____	
18	Tax Service.....	\$ _____	\$ _____	
19	Flood Certificate.....	\$ _____	\$ _____	
20	PMI Premium.....	\$ _____	\$ _____	
21	VA Funding Fee (if not financed).....	\$ _____	\$ _____	
22	FHA/MIP (if not financed).....	\$ _____	\$ _____	
23	Mortgagee's Title Insurance Policy.....	\$ _____	\$ _____	
24	Escrow Closing Fee.....	\$ _____	\$ _____	
25	Recording Fee.....	\$ _____	\$ _____	
26	Kansas Mortgage Tax (\$2.60 per 1,000).....	\$ _____	\$ _____	
27	Broker's Commission.....	\$ _____	\$ _____	
28	Other Commission.....	\$ _____	\$ _____	
29	Inspections			
30	Whole House.....	\$ _____	\$ _____	
31	Wood Infestation	\$ _____	\$ _____	
32	Other	\$ _____	\$ _____	
33	Home Association Prorations	\$ _____	\$ _____	
34	Home Warranty Fee.....	\$ _____	\$ _____	
35	Other.....	\$ _____	\$ _____	
36	Estimate of Loan and Other Costs (subtotal).....	\$ 0.00	\$ 0.00	
37				
38	RESERVES/PRE-PAIDS:			
39	Pre-paid Interest.....	\$ _____	\$ _____	
40	Months Hazard Insurance.....	\$ _____	\$ _____	
41	Months Taxes.....	\$ _____	\$ _____	
42	Month MIP/PMI Premium (if applicable).....	\$ _____	\$ _____	
43	Flood Insurance (if required).....	\$ _____	\$ _____	
44	Estimate of Reserves (subtotal).....	\$ 0.00	\$ 0.00	
45	TOTAL ESTIMATED CASH OUTLAY (line 6 + 35 + 43)...	\$ 0.00	\$ 0.00	
46				
47	MONTHLY PAYMENT:			
48	Interest rate: _____ % / Term _____ Years	_____ % / _____	_____ % / _____	
49	Monthly Principal & Interest.....	\$ _____	\$ _____	
50	Taxes (1/12 th of _____).....	\$ _____	\$ _____	
51	Hazard Insurance (1/12 th of _____).....	\$ _____	\$ _____	
52	MIP/PMI Premium (_____ %).....	\$ _____	\$ _____	
53	Estimate of Monthly Payment	\$ 0.00	\$ 0.00	
54	<i>Some lending programs do not allow Buyer to pay some fees, such as: tax service fees, underwriting fees, etc.</i>			
55	THIS IS AN ESTIMATED COST SHEET. YOUR LENDER IS REQUIRED BY LAW TO PROVIDE YOU A GOOD FAITH			
56	ESTIMATE OF LOAN SPECIFIC COSTS. FINAL FIGURES WILL BE DETERMINED AT TIME OF CLOSING.			
57				
58	BUYER: _____	DATE: _____		
59	BUYER: _____	DATE: _____		
60	LICENSEE: _____	DATE: _____		

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Other Agency Relationships

Missouri law does not prohibit written agency agreements which provide for duties exceeding that of a limited agent described in this pamphlet.

This brokerage authorizes the following relationships:

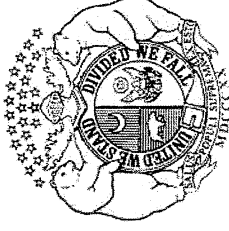
- ☒ Seller's Limited Agent
- ☒ Landlord's Limited Agent
- ☒ Buyer's Limited Agent
- ☒ Tenant's Limited Agent
- ☐ Sub-Agent
- ☒ Disclosed Dual Agent
- ☒ Designated Agent
- ☒ Transaction Broker
- ☒ Other Agency Relationship

Broker or Entity Name and Address

Chartwell Realty
783 NE Anderson Lane
Lee's Summit, MO 64064

Chartwell Realty
4546 Main Street
Kansas City, MO 64064

MISSOURI BROKER DISCLOSURE FORM



This disclosure is to enable you, a prospective buyer, seller, tenant or landlord of real estate, to make an informed choice BEFORE working with a real estate licensee.

Missouri law allows licensees to work for the interest of one or both of the parties to the transaction. The law also allows the licensee to work in a neutral position. How the licensee works depends on the type of brokerage service agreements involved. Since the sale or lease of real estate can involve several licensees, it is important that you understand what options are available to you regarding representation and to understand the relationships among the parties to any transaction in which you are involved.

Missouri laws require that if you want representation, you must enter into a written agreement. This may or may not require you to pay a commission. You do not need to enter into a written agreement with a transaction broker unless you intend to compensate this licensee. These agreements vary and you may also want to consider an exclusive or nonexclusive type of relationship.

If you choose not to be represented by an agent, the licensee working with you may be working for the other party to the transaction.

Prescribed by the Missouri Real Estate Commission as of January, 2005

CHOICES AVAILABLE TO YOU IN MISSOURI

Seller's or Landlord's Limited Agent

Duty to perform the terms of the written agreement made with the seller or landlord, *to exercise reasonable skill and care for the seller or landlord, and to promote the interests of the seller or landlord* with the utmost good faith, loyalty and fidelity in the sale, lease, or management of property.

Information given by the buyer/tenant to a licensee acting as a Seller's or Landlord's Limited Agent will be disclosed to the seller/landlord.

Buyer's or Tenant's Limited Agent

Duty to perform the terms of the written agreement made with the buyer or tenant, *to exercise reasonable skill and care for the buyer or tenant and to promote the interests of the buyer or tenant* with the utmost good faith, loyalty and fidelity in the purchase or lease of property.

Information given by the seller/landlord to a licensee acting as a Buyer's or Tenant's Limited Agent will be disclosed to the buyer/tenant.

Sub-Agent (Agent of the Agent)

Owes the same obligations and responsibilities as the Seller's or Landlord's Limited Agent, or Buyer's or Tenant's Limited Agent.

Disclosed Dual Agent

With the written consent of all parties, represents both the seller and the buyer or the landlord and the tenant.

A Disclosed Dual Agent may disclose any information to either party that the licensee gains that is material to the transaction.

A dual agent may not disclose information that is considered confidential, such as:

- Buyer/Tenant will pay more than the purchase price or lease rate
- Seller/Landlord will accept less than the asking price or lease rate
- Either party will agree to financing terms other than those offered
- Motivating factors for any person buying, selling or leasing the property

of any offer or counter offers made by any party.

Designated Agent

Acts as your specific agent, whether you are a buyer or tenant, or seller or landlord. When the broker makes this appointment, the other real estate licensees in the company do not represent you.

There are two exceptions with both resulting in dual agency:

1. The agent representing you as a buyer or tenant is also the agent who listed the property you may want to buy or lease.
2. The supervising broker of two designated agents becomes involved in the transaction.

Transaction Broker

Does not represent either party, therefore, does not advocate the interest of either party.

A transaction broker is responsible for performing the following:

- Protect the confidences of both parties
- Exercise reasonable skill and care
- Present all written offers in a timely manner
- Keep the parties fully informed
- Account for all money and property received
- Assist the parties in complying with the terms and conditions of the contract
- Disclose to each party of the transaction any adverse material facts known by the licensee
- Suggest that the parties obtain expert advice.

A transaction broker shall not disclose:

- Buyer/Tenant will pay more than the purchase or lease price
- Seller/Landlord will accept less than the asking or lease price
- Motivating factors of the parties
- Seller/Buyer will accept financing terms other than those offered.

A transaction broker has no duty to:

- conduct an independent inspection of, or discover any defects in, the property for the benefit of either party
- conduct an independent investigation of the buyer's financial condition.



SALES CONTRACT FILE CHECKLIST

AGENT _____
 SELLER _____
 DATE _____

ADDRESS _____
 BUYER _____
 WHO AUDITED THE FILE? _____

Listing Side
Agent / Office

Selling Side
Agent / Office

_____	_____	Closing Information Sheet/Commission Disbursement	_____	_____
_____	_____	Counter Offer <u>signed and dated</u> by Sellers/Buyers	_____	_____
_____	_____	Contract <u>signed and dated</u> by Sellers/Buyers	_____	_____
		If earnest money, title co. noted _____; Financing _____;		
		Certification signed _____; Date of Final Acceptance _____		
_____	_____	Earnest Deposit Receipt from title company and/or seller	_____	_____
_____	_____	Condo Certificate (MO only) (if applicable)	_____	_____
_____	_____	New Homes Contract <u>signed and dated</u> by Sellers/Buyers	_____	_____
_____	_____	Financing Addendum completed appropriately	_____	_____
_____	_____	Legal Description <u>signed and dated</u> by Sellers/Buyers	_____	_____
_____	_____	Company Disclosure <u>signed and dated</u> by Sellers/Buyers	_____	_____
_____	_____	Seller's Disclosure <u>signed and dated</u> by Sellers/Buyers	_____	_____
_____	_____	Lead Based Paint <u>signed and dated</u> by Sellers/Buyers	_____	_____
_____	_____	Agency Disclosure Addendum <u>completed, signed, and dated</u>	_____	_____
_____	_____	Inspection Notice (where applicable) <u>signed and dated</u>	_____	_____
_____	_____	Resolution of Unacceptable (where applicable) <u>signed and dated</u>	_____	_____
_____	_____	If FSBO, Seller's Permission to Show & Commission Agreement <u>signed and dated</u>	_____	_____
_____	_____	Home Warranty Confirmation (w/#), if your responsibility	_____	_____
_____	_____	Buyer's Agency Agreement <u>signed and dated</u> by Buyer/Agent	_____	_____
_____	_____	Settlement Statement <u>signed and dated etc</u> (see file checklist)	_____	_____
_____	_____	Disclosure of Referral Business	_____	_____
_____	_____	MLS Printout	_____	_____
_____	_____	Listing Agreement (check MLS history for changes)	_____	_____

*If New Home Contract:

_____	_____	Lot Reservation (if applicable)	_____	_____
		_____ Agency Disclosure dated at time of reservation		
		_____ Copy of Check for lot hold/reservation		
		_____ Buyer Agency Contract in effect @ time if reserv.		
_____	_____	KS Energy Efficiency Discl (KS)	_____	_____
_____	_____	KS Right to Cure (if not in contract)	_____	_____
_____	_____	New Home Allowance Add/New Home Pricing Add	_____	_____
_____	_____	NH KBI Add (incl Sexual Offender registration lang)	_____	_____
_____	_____	New Home Warranty and Service Programs	_____	_____
_____	_____	Fire Sprinkler Disclosure (MO)	_____	_____

*If Short Sale Contract:

_____	_____	Short Sale Listing Addendum	_____	_____
_____	_____	Understanding Short Sales	_____	_____
_____	_____	Short Sale Add to Sale Contract	_____	_____