

# FOR SALE BY OWNER CONTRACT

THIS CONTRACT ("Contract") is made by and between: (PRINT NAMES AND INDICATE MARITAL STATUS)

\_\_\_\_\_ ("SELLER")

\_\_\_\_\_ ("BUYER")

and is effective as of the date and time of final acceptance (the "Effective Date") on the signature page of this Contract. The "Standard Terms" attached hereto are an integral part of this contract.

1. **PROPERTY.** BUYER agrees to purchase and SELLER agrees to sell the real property, and the improvements thereon, commonly known as: \_\_\_\_\_, in the County of \_\_\_\_\_, State of \_\_\_\_\_ legally described as:

together with all attached improvements located on the property, including any of the following that are not otherwise excluded: gas heaters, propane tanks including propane (if owned), central ventilating, central air conditioning, attached TV antennas, lighting and light fixtures, heating and plumbing equipment and fixtures, attached linoleum, bathroom mirrors, wall-to-wall carpet, window and porch shades, Venetian blinds, storm windows and doors, screens, curtain and drapery rods, awnings, door keys, electric garage door openers and remote transmitting units, keys, attached humidifiers, attached outside cooking units, soft water conditioner (if owned), fire, smoke, and burglary detection units (if owned), glass fireplace doors, attic and ceiling fans, built-in kitchen appliances and \_\_\_\_\_.

2. **PURCHASE PRICE.** The purchase price for the Property is \_\_\_\_\_ \$ \_\_\_\_\_ which the BUYER agrees to pay as follows:

a. **EARNEST MONEY** in the form of a check or \_\_\_\_\_ accompanying this Contract and to be deposited in a insured escrow account with Continental Title Company upon acceptance of this Contract in accordance with the provisions of Standard Terms, Paragraph B in the amount of \_\_\_\_\_ \$ \_\_\_\_\_.

b. **ADDITIONAL EARNEST MONEY** to be delivered on or before \_\_\_\_\_, 2\_\_\_\_ and deposited in a insured escrow account with Continental Title Company, ("Escrow Agent") in the amount of \_\_\_\_\_ \$ \_\_\_\_\_.

c. **AMOUNT FINANCED**, if any, as described in the Financing Conditions of this contract. \$ \_\_\_\_\_.

d. **APPROXIMATE CASH BALANCE DUE FROM BUYER**, to be paid in guaranteed funds or Cashier's Check, adjusted at closing by inspection fees, pro-rations, closing costs, or other prepaid expenses \_\_\_\_\_ \$ \_\_\_\_\_.

3. **CLOSING, POSSESSION, AND COSTS.** Subject to all of the terms and provisions of this Contract, closing shall be completed on or before \_\_\_\_\_, 2\_\_\_\_ ("Closing Date"). SELLER agrees to deliver possession to BUYER on \_\_\_\_\_, 2\_\_\_\_ at \_\_\_\_\_:\_\_\_\_.M.

4. **FINANCING CONDITIONS.** This Contract is conditioned upon BUYER obtaining financing within \_\_\_\_ days (30 days if left blank) of the Effective Date as described below and in accordance with the terms of Standard Terms, Paragraph C. BUYER agrees to make loan application within \_\_\_\_ days (5 days if left blank) of the Effective Date.

a. **BUYER** will  obtain /  assume a \_\_\_\_\_ loan (the "Loan") in the principal amount of \$ \_\_\_\_\_ to be amortized in monthly installments over \_\_\_\_\_ years at an initial rate of \_\_\_\_% per year, secured by a Mortgage / Deed of Trust on the property or as required by the lender.

b. **Origination Fees** not exceeding \_\_\_\_% of the Loan shall be paid at closing by \_\_\_\_\_.

c. **Commitment Fees** not exceeding \_\_\_\_% of the Loan shall be paid at closing by \_\_\_\_\_.

d. **Loan Discount Fees** not exceeding \_\_\_\_% of the Loan shall be paid at closing by \_\_\_\_\_.

e. **Mortgage Insurance Premium** required by lender not exceeding \_\_\_\_% of the Loan amount shall be paid at closing by \_\_\_\_\_ and future premiums, if any, shall be added to the monthly payment.

f. **Loan Transfer / Call Clause Waiver Fee** not exceeding \$ \_\_\_\_\_ shall be paid at closing by \_\_\_\_\_.

g. **FHA / VA / FMHA.** If this contract provides for FHA, VA, or FMHA financing, the SELLER agrees to pay any loan costs which the FHA / VA / FMHA will not permit the BUYER to pay.

h. **FHA Certification.** The SELLER and BUYER each hereby certify, to the best of their knowledge, that the terms of this Contract of purchase are true and that any other agreement entered into by any of the parties to this transaction is attached to the sale agreement.

i. **SELLER** agrees to pay additional BUYER'S loan closing costs, excluding prepaid items, not to exceed \$ \_\_\_\_\_.

j. **Owner of Secondary Financing.** BUYER shall execute a note (the "Note") in the amount of \$ \_\_\_\_\_ secured by a \_\_\_\_\_ (1st, 2nd, etc.) Mortgage / Deed of Trust on the Property, including interest at the rate of \_\_\_\_% per annum, amortized over \_\_\_\_\_ years from the date of the Note or upon sale or transfer of the Property.

k. **Appraisal Requirements.** SELLER agrees to pay up to \$\_\_\_\_\_ for requirements of the FHA, VA, FMHA or other lender pursuant to Standard Terms, Paragraph C-3.

l. **Other** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. **SALE OF BUYER'S PROPERTY.** (Complete if applicable). This Contract is conditioned upon the sale and closing of BUYER'S property located at \_\_\_\_\_ hours from notice by SELLER of another offer to remove this condition and deposit additional earnest money in the amount of \$\_\_\_\_\_ (two percent (2%) of Purchase Price of the Property if left blank).

6. **MECHANICAL INSPECTION.** BUYER may conduct an inspection of mechanical items and SELLER agrees to make or pay for repairs not exceeding \$\_\_\_\_\_ (\$0.00 if left blank) as provided in Standard Terms, Paragraph E.

7. **BUYER WARRANTY PLAN.** (Complete if applicable).  Seller /  Buyer agrees to purchase a Home Buyer's Warranty Plan from \_\_\_\_\_ at a cost not to exceed \$\_\_\_\_\_, to be paid at closing. The Buyer Warranty Plan is a limited service contract covering repair or replacement of the working components of the dwelling on the Property, subject to a per-claim deductible of \$\_\_\_\_\_, for a one-year term from the Closing Date.

8. **WOOD INFESTATION INSPECTION.** BUYER may conduct an inspection for the presence of wood destroying insects in the Property. SELLER agrees to treat, if needed, and in addition to treatment, make or pay for necessary repairs not exceeding \$\_\_\_\_\_ (\$0.00 if left blank) as provided in Standard Terms, Paragraph F.

9. **STRUCTURAL AND ENVIRONMENTAL INSPECTION.** BUYER may conduct an inspection(s) to determine the presence of structural defects or health or environmental hazards as provided in Standard Terms, Paragraph G.

10. **STATEMENT OF CONDITION.** This offer is subject to SELLER'S disclosure and BUYER'S acknowledgment of any current or past uncorrected defects or problems in connection with, or significant repairs to the Property as provided in Standard Terms, Paragraph H and as indicated below by SELLER (check one):

a. Completed disclosure form to be returned to BUYER for approval OR

b. SELLER makes the following disclosures. (ATTACH ADDITIONAL SHEETS IF NECESSARY). \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**BUYER HAS REVIEWED AND APPROVED THE DISCLOSURES MADE ABOVE OR IN ANY ATTACHMENT HERETO. SUBJECT TO BUYER'S RIGHT TO CONDUCT INSPECTIONS AS PROVIDED ELSEWHERE IN THIS CONTRACT** (applies only if Paragraph 10-b is checked).

11. **EVIDENCE OF TITLE.** SELLER shall provide BUYER evidence of title in accordance with Standard Terms, Paragraph I.

Owner's Policy to include Mechanic's Lien Coverage (check if applicable).

12. **ADDITIONAL TERMS AND CONDITIONS:**  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**THIS FORM IS INTENDED FOR USE ONLY IN SIMPLE RESIDENTIAL REAL ESTATE TRANSACTIONS. IF YOU DO NOT UNDERSTAND THE TERMS, CONSULT AN ATTORNEY BEFORE SIGNING. WHEN SIGNED BY ALL PARTIES THIS IS A LEGALLY BINDING CONTRACT.**

**THE UNDERSIGNED ACKNOWLEDGE AND AGREE THAT THE FOREGOING STANDARD TERMS ARE AN INTEGRAL PART OF THIS RESIDENTIAL REAL ESTATE CONTRACT.**

SELLER \_\_\_\_\_ SSN# \*

BUYER \_\_\_\_\_ SSN#

SELLER \_\_\_\_\_ SSN# \*

BUYER \_\_\_\_\_ SSN#

Date: \_\_\_\_\_, 20\_\_\_\_

Date: \_\_\_\_\_, 20\_\_\_\_

\* Seller's Social Security / Tax I.D. Number is required by Closing Agent to report gross proceeds of transaction pursuant to IRS Regulations.

## STANDARD TERMS

A. **PARTIES.** This is a contract between BUYER and SELLER. If two or more persons consent, be either BUYER or SELLER, the words "BUYER" or "SELLER" shall be construed to read "BUYERS" or "SELLERS" whenever the sense of this Contract requires.

B. **EARNEST MONEY AND OTHER FUNDS AND DOCUMENTS DEPOSITED.** Upon acceptance of this Contract, BUYER agrees to deposit the Earnest Money in an insured escrow account maintained by the Escrow Agent unless otherwise agreed to in this Contract. BUYER and SELLER agree that the Escrow Agent may retain any interest earned on escrowed funds as consideration for maintaining the account. If this Contract is canceled pursuant to its terms or if the Earnest Money is to be forfeited or refunded, the parties agree that the amount to be distributed shall first be reduced by any unpaid charges for credit reports, appraisals, surveys, termite, mechanical, other inspections, and title investigation fees, if any, incurred by Lender or Escrow Agent on behalf of the party receiving the funds.

In the absence of written escrow instructions, and notwithstanding any other terms of this Contract providing for forfeiture or refund of the Earnest Money, BUYER and SELLER agree that the Escrow Agent shall not distribute the Earnest Money or other escrowed funds or documents, once deposited, without the written consent of all parties to this Contract. A party's approving signature on a closing statement prepared by the Closing Agent or Escrow Agent shall constitute one example of such consent.

If a dispute arises over disposition of funds or documents deposited with the Escrow Agent that results in litigation, SELLER and BUYER agree that any attorney's fees, court costs and other legal expenses incurred by the Escrow Agent in connection with such dispute shall be reimbursed from the Earnest Money or other funds deposited with the Escrow Agent.

### C. FINANCING PROVISIONS.

1. **Loan Application and Costs.** BUYER agrees to complete any Loan Application required by lender as provided in Paragraph 4, to promptly provide lender with all information requested, and to pay all fees required for Loan Application and processing. BUYER agrees to pay all costs necessary to obtain the Loan, including but not limited to, credit report, appraisal, survey, closing fees, origination fees, participation fees, commitment fees, warehousing fees, funding fees, loan discount fees, loan transfer fees, tax service fees, mortgage insurance premiums, mortgagee's title insurance, flood insurance, if required and prepaid items including hazard insurance policy effective date of closing, unless otherwise agreed to in this Contract. BUYER may elect to finance all or a portion of the Loan closing costs if allowed or required by lender and in such event, those costs shall be added to the principal amount of the Loan resulting in higher monthly payments. SELLER understands and agrees that BUYER'S financing of closing costs may increase the amount of the loan discount or mortgage insurance which SELLER has agreed to pay, if any.

2. **Mortgage Loan Financing Condition.** This Contract is conditioned on BUYER obtaining a commitment for the Loan, assumption approval or Call Clause Waiver by the Closing Date or within the time provided in Paragraph 4, whichever is earlier. BUYER shall furnish SELLER proof, in a form reasonably satisfactory to SELLER, of Loan commitment, assumption or waiver approval or denial within this time period. If BUYER fails to provide proof, SELLER may cancel this Contract and BUYER'S Earnest Money shall be refunded. A loan commitment which is conditioned on sale of BUYER'S house will not satisfy this condition without SELLER'S written approval. BUYER may satisfy this loan condition by obtaining a commitment for a loan on different terms than those described above, provided that the terms of the loan do not result in additional cost to SELLER.

3. **Appraisal Requirements.** BUYER and SELLER understand that the appraisal conducted on behalf of the lender, VA, FHA or FMHA may require certain repairs, modifications or improvements in the Property prior to the Closing Date in order for it to meet minimum standards of eligibility for financing. SELLER agrees to pay up to the amount specified in Paragraph 4(k) to satisfy any such requirements. If the cost of satisfying the requirements exceeds the amount specified in this paragraph, SELLER, BUYER or both may pay any portion of the excess amount. If SELLER and BUYER cannot agree upon payment of the excess amount, this Contract shall be canceled and the Earnest Money returned to BUYER.

4. **Assumption Loan Terms.** The provisions of this section shall apply only if BUYER is assuming an existing loan.

a. In payment of part of the Purchase Price, BUYER agrees to assume and pay the unpaid principal balance of the Loan which is secured by an existing first Mortgage/Deed of Trust on the Property. The approximate unpaid principal balance of the Loan is the amount stated in Paragraph 4(a) of this Contract. The cash balance due from BUYER at closing shall be adjusted up or down upon determination of the actual unpaid assumed principal balance of the Loan at closing. SELLER'S Warranty Deed shall contain a clause stating that BUYER assumes and agrees to pay the Loan in accordance with all of its terms.

b. BUYER shall reimburse SELLER for any escrow deposits or reserve accounts held by the lender or entity that services the Loan. SELLER shall assign these deposits or accounts to BUYER. SELLER shall make all monthly payments on the Loan until the Closing Date. SELLER understands that BUYER'S assumption of the Loan may not relieve SELLER of liability for loan payments not paid by BUYER. SELLER authorizes the Closing Agent, in its discretion, to escrow sufficient amount from SELLER'S proceeds at closing in order to insure proper clearance of SELLER'S interim loan payment.

c. If the existing loan allows the holder to accelerate the same because of this sale, this Contract is conditioned on BUYER or SELLER obtaining lender's waiver of such right to accelerate ("Call Clause Waiver") within the time provided in the paragraph relating to Mortgage Loan Financing Condition.

5. **Government Loan Terms.** The provisions of this section shall apply only if BUYER'S Loan is to be administered through the VA/FHA.

a. **FHA Required Provisions.** It is expressly agreed that, notwithstanding any of the other provisions contained in this Contract, the purchaser (BUYER) shall not be obligated to complete the purchase of the property described herein, nor to incur any penalty by forfeiture of Earnest Money deposits or otherwise, unless SELLER has delivered to purchaser a written statement issued by the Federal Housing Commissioner setting forth the appraised value of the Property (excluding closing costs) of not less than the Purchase Price stated in Paragraph 2 of this Contract, which statement the SELLER hereby agrees to deliver to the purchaser promptly after such appraised value statement is made available to the SELLER. The purchaser shall, however, have the privilege and option of proceeding with the consummation of this Contract, without regard to the amount of the appraised valuation made by the Federal Housing Commissioner. The appraised valuation is arrived at to determine the maximum Mortgage the Department of Housing and Urban Development will insure. HUD does not warrant the value or condition of the Property. The purchaser should be satisfied that the price and the condition of the Property are acceptable.

b. **VA Required Provisions.** It is expressly agreed that, notwithstanding any other provisions of this Contract, the purchaser (BUYER) shall not incur any penalty by forfeiture of Earnest Money or otherwise, or be obligated to complete the purchase of the property described herein, if the Contract Purchase Price exceeds the reasonable value of the Property established by the Veteran's Administration. The purchaser shall however have the privilege and option of proceeding with consummation of this Contract without regard to the amount of reasonable value established by the Veteran's Administration.

6. **Seller/Additional Finance Terms.** The provisions of this section apply only if SELLER or other party (the "Lender") described in Paragraph 4(j) is loaning BUYER a portion of the Purchase Price.

a. **Late Charge.** A charge of 5% of the monthly installment for each payment not received by note holder within 10 calendar days after its due date shall be paid by BUYER.

b. **Prepayment.** BUYER shall have the right to prepay the principal or any portion thereof without penalty. However, any such prepayment shall not reduce the amount of the monthly payment unless agreed by BUYER and SELLER/Lender in writing.

c. **Default/Right to Cure/Acceleration.** If any monthly installment under the note is not paid within 10 days of its due date and remains unpaid for a period of 30 days after notice to BUYER, the entire principal balance outstanding and accrued interest thereon shall at once become due and payable at the option of the note holder. Note holder's option to accelerate hereunder is subject to and limited by any statutory rights to cure afforded BUYER under the applicable laws of the state in which the Property is located and which are in effect on the date of execution of the Note.

d. **Insurance and Taxes.** BUYER shall maintain fire and extended coverage insurance on the Property with mortgagee's coverage sufficient to cover SELLER'S/Lender's interest in the Property and shall provide SELLER/Lender with proof thereof on an annual basis. BUYER shall pay for mortgagee's title insurance policy and all other costs associated with obtaining and perfecting the Note and Mortgage/Deed of Trust, including credit report, mortgage registration tax, if any, and recording fees.

f. **Standard Forms.** BUYER and SELLER acknowledge and agree that the Note and Mortgage/Deed of Trust, shall be FNMA/FHLMC uniform instruments for 1-4 family residential transactions incorporating the specific terms set out herein. Any alteration or modification of those instruments, except as expressly provided herein, must be with the express written approval of the parties thereto.

D. **SALE OF BUYER'S PROPERTY.** SELLER'S Property shall remain on the market for sale. If SELLER receives another acceptable bona fide offer before the sale and closing of BUYER'S Property, BUYER shall have the amount of time provided in Paragraph 5 of this Contract after notice from SELLER in which to remove both the condition for the sale of BUYER'S Property described in this paragraph and Paragraph 5, and all financing conditions of this Contract. BUYER agrees that, at the time of removing these conditions, BUYER will deposit with the Escrow Agent additional Earnest Money equal to the amount stated in Paragraph 5 of this Contract. If BUYER does not remove these conditions and deposit the additional Earnest Money within the time stated in Paragraph 5, this Contract shall be canceled and any Earnest Money shall be returned to BUYER.

E. **MECHANICAL INSPECTION.** SELLER agrees that all appliances, all plumbing systems including septic tank, if any, sewer and water lines, electrical system, heating system (including gas lines, if any), central air conditioning system, if any, and all other mechanical equipment sold with the Property, shall be in normal operating condition at the time of closing. SELLER agrees to give BUYER reasonable access to the Property to inspect mechanical equipment. BUYER agrees to pay for these inspection(s). BUYER agrees to deliver to SELLER or the Listing Agent, no later than the seventh (7th) day before the Closing Date, a written statement of all mechanical equipment that BUYER reasonably deems not to be in normal operating condition. SELLER agrees to make or pay for repairs of mechanical equipment, that a competent professional would reasonably determine to be necessary to put such equipment in normal operating condition in an amount not exceeding the amount stated in Paragraph 6 of this Contract. SELLER agrees that all such repairs shall be made in a workmanlike manner with good quality materials. If the cost of repairs exceeds the amount specified in Paragraph 6, SELLER, BUYER or both may pay any portion of the excess amount. If SELLER and BUYER cannot agree upon payment of the excess amount or disposition of the repairs, this Contract shall be canceled. If SELLER or the Listing Agent does not receive a written statement from BUYER as provided in this paragraph, or if SELLER completes repairs as agreed in this paragraph, the parties agree that SELLER'S repair obligations under this paragraph will be satisfied. SELLER agrees to give BUYER reasonable access to the Property before the Closing Date so that BUYER or BUYER'S representatives may, at BUYER'S expense, re-inspect mechanical equipment or inspect any repairs made pursuant to this paragraph.

**F. WOOD INFESTATION INSPECTION.** BUYER may, at BUYER'S expense, arrange for an inspection by a reputable licensed pest control firm to determine the presence of termite or other wood destroying insect infestation in the accessible areas of the Property. If such inspection is required by BUYER'S lender. BUYER agrees to arrange for the inspection. If the written inspection report reveals evidence of infestation, SELLER agrees to pay to have the property treated for control of the infestation and to provide BUYER with a certificate evidencing treatment by a reputable, licensed pest control firm, of SELLER'S choice, which certificate BUYER agrees to accept. If treatment is required, BUYER may request the use of a particular chemical application and BUYER agrees to pay any additional costs of that application. If there is evidence of damage to the Property as a result of infestation, SELLER agrees to make or pay for repairs in an amount not exceeding the amount stated in Paragraph 8 of this Contract. Any repairs shall be made in a workmanlike manner with good quality materials. If the cost of repairs exceeds the amount specified in Paragraph 8, BUYER may cancel this Contract. The parties agree that the inspection, treatment and repairs, if necessary, shall be completed no earlier than thirty (30) days before the Closing Date. SELLER agrees that BUYER or BUYER'S representative may inspect any repairs before the Closing Date.

**G. STRUCTURAL AND ENVIRONMENTAL INSPECTIONS.** BUYER may at BUYER'S expense, arrange for inspections of all structural and environmental aspects of the Property by a qualified professional(s) to determine the existence of any defects or environmental hazards. The inspections may cover without limitation: foundation(s); slabs; roof(s); fireplace(s); chimney(s); siding; windows; doors; ceilings; floors; exteriors; interior and retaining walls; fences; decks; sidewalks; driveways; and all of the other structural aspects of the Property; and radon gas; asbestos; ureaformaldehyde foam insulation; and any other health environmental hazards. SELLER agrees to give BUYER or BUYER'S representative reasonable access to the Property to make the inspection(s). If, within the time provided in Paragraph 9 of this Contract, SELLER or the Listing Agent receives a written notice from BUYER that describes unacceptable structural defects or health or environmental hazards revealed by the inspection(s), and supported by the written opinion(s) of the qualified professional(s) who inspected the Property, this Contract shall be canceled, and the Earnest Money shall be returned to the BUYER. If SELLER or the Listing Agent does not receive written notice from the BUYER prior to the end of the stated period that the inspections were unacceptable, then the condition contained in this paragraph shall be waived.

**H. STATEMENT OF CONDITION.** SELLER AND BUYER UNDERSTAND THAT THE LAW MAY REQUIRE SELLER TO DISCLOSE ANY KNOWN MATERIAL DEFECTS IN THE PROPERTY TO A PROSPECTIVE PURCHASER. THIS CONTRACT IS CONDITIONED UPON BUYER'S REVIEW AND APPROVAL OF ANY DISCLOSURES MADE BY SELLER PURSUANT TO THIS PARAGRAPH. BUYER ACKNOWLEDGES THAT NEITHER SELLER, NOR ANY PERSONS ACTING ON BEHALF OF SELLER, HAVE MADE ANY REPRESENTATIONS NOT SPECIFICALLY SET FORTH IN THIS CONTRACT. SELLER ACKNOWLEDGES A CONTINUING OBLIGATION TO UPDATE THESE DISCLOSURES THROUGH CLOSING.

a. If Paragraph 10(a) is checked, SELLER shall complete a separate disclosure form and return to BUYER for approval.

b. If Paragraph 10(b) is checked, SELLER makes the following representations: Except as disclosed in Paragraph 10(b), or in any attachment to this Contract, SELLER has no knowledge of: (a) the existence of problems in connection with or attempts to remove or otherwise deal with radon gas, ureaformaldehyde foam insulation, asbestos or any other potential health or environmental hazards in or affecting the Property; (b) any present or past uncorrected defects or problems in connection with, or significant repairs to: (i) the plumbing, electrical, ventilating, heating, sewer or septic, central or window air conditioning systems, equipment or units, if installed, or the other mechanical systems and equipment of the Property; (ii) the appliances sold as part of the Property; (iii) any foundation, slab, roof, fireplace, chimney, siding, windows, doors, ceilings, floors, exterior, interior and retaining walls, fences, decks, sidewalks or other structural components of the Property; (iv) insulation in the Property; (v) water leaking, drainage or flooding in or affecting the Property; (vi) termite or other wood destroying insects; or (vii) zoning, boundaries, encroachments or other similar matters that might be disclosed by a survey; (c) unrecorded assessments, code, ordinance or restriction violations or threatened or existing litigation affecting the Property or its use; or (d) any other material defects in, or problems in connection with, the Property which BUYER might reasonably consider in making the decision to buy the Property. Descriptions of repairs or inspections should include the date, nature and extent of repair, name(s) of person(s) performing the work, terms of any guarantee and any written documentation received.

**I. EVIDENCE OF TITLE.** Within twenty (20) days after the Effective Date, or ten (10) days prior to the Closing Date, whichever is earlier, 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 that 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 in the BUYER upon the recording of the deed or other documents 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. ("Permitted Exceptions").

BUYER shall have ten (10) days after receipt of the title commitment to notify SELLER in writing of any valid objections to title to the Property. SELLER shall then make a good faith effort to rectify any objections. If any valid title objections cannot be rectified by SELLER before the Closing Date and BUYER does not elect to waive the objections or extend the Closing Date, a reasonable time, not to exceed sixty (60) days, this Contract shall be canceled and the Earnest Money shall be returned to BUYER.

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 on other matters affecting title to the Property created by BUYER or arising by virtue of BUYER'S activities or ownership.

**Mechanic's Lien Coverage.** If the applicable box in Paragraph 11 is checked, 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 execute all affidavits and indemnities required by the title company for issuance of this coverage.

**J. SURVEY.** BUYER may, at BUYER'S expense, obtain a survey of the Property before the Closing Date to assure that there are no defects, encroachments, overlaps, boundary line or acreage disputes or any other matters that would be disclosed by a survey. The parties agree that the results of the survey may be the basis for a timely objection to title to the Property. A mortgage inspection report, loan survey or a boundary survey may or may not be a complete survey.

**K. DELIVERY OF DEED; PAYMENT; DISBURSEMENT OF PROCEEDS.** On or before the Closing Date, SELLER agrees to properly execute and deliver to the Closing Agent a general Warranty Deed and all other documents and funds reasonably necessary to complete the closing. The Warranty Deed shall convey to BUYER marketable fee simple title to the Property, free and clear of all liens and encumbrances, except as provided in this Contract. On or before the Closing Date, SELLER and BUYER each agree to deliver to the Closing Agent a cashier's check or certified funds sufficient to satisfy their respective obligations under this Contract. SELLER understands that, unless otherwise agreed, disbursement of proceeds will not be made until after the warranty deed or the instrument of conveyance and, if applicable, the Mortgage/Deed of Trust have been recorded.

**L. PRORATIONS.** The parties agree all of the following that become due and accrue during the calendar year in which SELLER'S Warranty Deed is delivered shall be prorated between the parties as of the Closing Date, and thereafter, all of the following shall be assumed and paid by BUYER: interest on existing loans to be assumed by BUYER; all general state, county, school and municipal real estate taxes; Home Association dues and fees; rental from the Property; insurance, if assumed by BUYER; maintenance fees; and any other contractual obligations of SELLER to be assumed by BUYER. However, if the Property is located in Missouri, any special assessments that are a lien on the Property and that can be paid at the time of closing shall be paid by SELLER. If the Property is located in Kansas, any special assessments for the year in which SELLER'S Warranty Deed is delivered (exclusive of rebates and penalties) that are a lien on the Property shall be prorated between the parties as of the Closing Date.

If the amount of any item to be prorated for the current year cannot be ascertained from the public records, the amount of the item for the preceding year will be used as the current year's amount. However, if the preceding year's taxes were based on a lesser improved property, taxes will be computed based on the preceding year's mill levy at current assessed value, if ascertainable.

The parties agree that if the Property has been reappraised or reclassified within the preceding year and the actual taxes based on the new value are not available, they will agree to a reasonable estimation of the current year's taxes based on the information available on the Closing Date and prorate on that basis.

**M. UTILITIES, MAINTENANCE AND CASUALTY LOSS.** SELLER agrees to leave all utilities on until date of possession unless otherwise specifically agreed. SELLER agrees to do 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, the parties agree that the risk of that damage or destruction shall be borne as follows: if the damage is minor, SELLER may repair or replace the Property if the work can be completed before the Closing Date; if SELLER elects not to repair or replace the Property, or if the damage is substantial, BUYER may enforce or cancel this Contract by written notice to SELLER within ten (10) days after receiving notice of the damage or destruction of the Property. 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 credit BUYER the insurance deductible and assign SELLER'S fire and extended coverage insurance proceeds to BUYER at closing. If BUYER elects to cancel this Contract, any Earnest Money shall be returned to the BUYER.

**N. DEFAULT 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 the 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 terms of the paragraph of this Contract entitled Earnest Money and Other Funds and Documents Deposited.

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 at law or in equity. If BUYER elects to terminate this Contract, the Earnest Money shall be returned to BUYER upon written demand.

b. If BUYER defaults, SELLER may (i) specifically enforce this Contract and recover any 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), or pursue any other remedy and damages available at law or in equity.

**O. ENTIRE AGREEMENT AND MANNER OF MODIFICATION.** This Contract and all attachments hereto, constitute the complete agreement of the parties concerning the Property, supersedes all previous agreements, and may be modified only by a written agreement.



GOVERNMENT FINANCING ADDENDUM # \_\_\_\_\_

SELLER: \_\_\_\_\_

BUYER: \_\_\_\_\_

PROPERTY: \_\_\_\_\_

PLEASE PRINT

1. TYPE OF LOAN: This Contract is contingent upon BUYER obtaining an ( )FHA ( )DVA ( )\_\_\_\_\_ loan in the principal amount of \$\_\_\_\_\_ plus financed mortgage insurance premiums or DVA funding fee, if any, according to the provisions described in this addendum. Said loan shall be secured by a mortgage/deed of trust or as otherwise required by lender.

2. PAYMENT TERMS: The principal balance will be amortized over \_\_\_\_\_ years bearing interest at an initial rate not to exceed \_\_\_\_\_% per annum and shall be repayable in monthly installments unless otherwise provided for herein.

3. LOAN APPLICATION: BUYER shall complete a written loan application and pay the required fees, (credit report, appraisal, etc.) within \_\_\_\_\_ calendar days (SEVEN DAYS IF LEFT BLANK) after the Effective Date of this Contract.

4. LOAN APPROVAL: In the event BUYER after good faith effort is unable to obtain a commitment for the mortgage loan described above within \_\_\_\_\_ days from the date of this Contract, the Earnest Money less unpaid charges incurred by Broker on BUYER'S behalf, shall be refunded to BUYER, subject however to the other provisions of this Contract relating to Earnest Money.

5. LOAN COSTS: BUYER agrees to pay all costs necessary to obtain the loan, unless otherwise agreed as follows: (APPLICABLE SECTIONS MUST BE CHECKED AND COMPLETED)

- ( ) Origination Fee not to exceed \_\_\_\_\_% of the loan amount shall be paid by \_\_\_\_\_.
- ( ) Discount Fee not to exceed \_\_\_\_\_% of the loan amount shall be paid by \_\_\_\_\_.
- ( ) Mortgage Insurance Premiums (MIP) required by the lender shall be paid as follows: MIP not to exceed \_\_\_\_\_% of the loan ( )shall be paid at the time of closing by the \_\_\_\_\_ or ( ) shall be financed as a part of the loan. In addition to the initial MIP, BUYER agrees to pay monthly MIP, if any required by lender.
- ( ) OTHER SELLER PAID COSTS: In addition to costs specified above, SELLER agrees to pay BUYER's other allowable closing costs and/or prepaid expenses not to exceed \$\_\_\_\_\_. (ZERO IF LEFT BLANK)

6. FHA LOAN PROVISIONS:

- ( ) An Up-Front Mortgage Insurance Premium (UFMIP) not to exceed \_\_\_\_\_% of the loan amount shall be financed as a part of the loan unless otherwise provided for herein. In addition to the UFMIP, BUYER agrees to pay a Monthly Mortgage Insurance Premium equal to \_\_\_\_\_% of the loan prior to the addition of the UFMIP.
- ( ) SELLER shall, in addition to any other sums provided for herein, pay all costs associated with obtaining the BUYER's loan which the FHA will not permit the BUYER to pay provided said costs do not exceed \$\_\_\_\_\_. (AMOUNT MUST BE ENTERED)

FHA: It is expressly agreed that notwithstanding any other provisions of 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 VA requirements a written statement by the Federal Housing Commissioner, Veterans Administration, or a Direct Endorsement lender setting forth the appraised value of the Property of not less than the purchase price stated in this Contract. The purchaser shall have the privilege and option of proceeding with 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 will insure. HUD does not warrant the value nor the condition of the property. The purchaser should satisfy himself/herself that the price and condition of the Property are acceptable.

7. DVA LOAN PROVISIONS:

- ( ) A Funding Fee equal to \_\_\_\_\_% of the loan amount shall be ( ) financed as a part of the BUYER's loan or ( )paid at the time of closing by the \_\_\_\_\_.
- ( ) SELLER shall, in addition to any other sums provided for herein, pay all costs associated with obtaining the BUYER's loan which the DVA will not permit the BUYER to pay, (including pest inspections) provided, said costs do not exceed \$\_\_\_\_\_. (AMOUNT MUST BE ENTERED)

VA: It is expressly agreed that, notwithstanding any other provisions of this Contract, the purchaser (BUYER) shall not incur any penalty by forfeiture of earnest money or otherwise, or be obligated to complete the purchase of the Property described herein, if the Contract purchase price exceeds the reasonable value of the Property established by the Department of Veterans Affairs (DVA). The purchaser shall, however, have the option of proceeding with consummation of this Contract without regard to the amounts of reasonable value established by the Department of Veterans Affairs.

8. APPRAISAL REQUIREMENTS: In addition to any 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 of the lender necessitated by the appraisal.

9. ADDITIONAL TERMS AND CONDITIONS: \_\_\_\_\_

If property was built prior to 1978, BUYER acknowledges receiving, reading and signing the U.S. Department of Housing & Urban Development's notice regarding lead-based paint.

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

SELLER \_\_\_\_\_ DATE \_\_\_\_\_

BUYER \_\_\_\_\_ DATE \_\_\_\_\_

SELLER \_\_\_\_\_ DATE \_\_\_\_\_

BUYER \_\_\_\_\_ DATE \_\_\_\_\_

# LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS DISCLOSURE OF INFORMATION AND ACKNOWLEDGMENT

## LEAD WARNING STATEMENT

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

## SELLER'S DISCLOSURE (initial)

\_\_\_\_\_ (a) PRESENCE OF LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS (check one below).

**Known lead-based paint and/or lead-based paint hazards are present in the housing.**

Explain: \_\_\_\_\_  
\_\_\_\_\_

**Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.**

\_\_\_\_\_ (b) RECORDS AND REPORTS AVAILABLE TO THE SELLER (check one below).

**Seller has provided the buyer with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).**

\_\_\_\_\_  
\_\_\_\_\_

**Seller has no records or reports pertaining to lead-based paint and/or lead-based paint hazards in the housing.**

## BUYER'S ACKNOWLEDGMENT (initial)

\_\_\_\_\_ (c) BUYER HAS RECEIVED COPIES OF ALL INFORMATION LISTED ABOVE.

\_\_\_\_\_ (d) BUYER HAS RECEIVED THE PAMPHLET "*Protect Your Family From Lead In Your Home*".

\_\_\_\_\_ (e) BUYER HAS (check one below):

**Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection of the presence of lead-based paint and/or lead-based paint hazards; or**

**Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.**

## AGENT'S ACKNOWLEDGMENT (if applicable)

\_\_\_\_\_ (f) AGENT HAS INFORMED THE SELLER OF THE SELLER'S OBLIGATIONS UNDER 42 U.S.C. 4852d AND IS AWARE OF HIS/HER RESPONSIBILITY TO ENSURE COMPLIANCE.

## CERTIFICATION OF ACCURACY

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

\_\_\_\_\_  
SELLER Date

\_\_\_\_\_  
BUYER Date

\_\_\_\_\_  
SELLER Date

\_\_\_\_\_  
BUYER Date

\_\_\_\_\_  
AGENT

\_\_\_\_\_  
AGENT

**SELLER'S DISCLOSURE AND  
CONDITION OF PROPERTY ADDENDUM  
(Residential)**

1 **SELLER:** \_\_\_\_\_

2 **PROPERTY:** \_\_\_\_\_

3  
4 **1. NOTICE TO SELLER.**

5 Be as complete and accurate as possible when answering the questions in this disclosure. Attach additional sheets if  
6 space is insufficient for all applicable comments. SELLER understands that the law requires disclosure of any material  
7 defects, known to SELLER, in the Property to prospective Buyer(s) and that failure to do so may result in civil liability  
8 for damages. Non-occupant SELLERS are not relieved of this obligation. This disclosure statement is designed to  
9 assist SELLER in making these disclosures. Licensee(s), prospective buyers and buyers will rely on this information.

10  
11 **2. NOTICE TO BUYER.**

12 This is a disclosure of SELLER'S knowledge of the Property as of the date signed by SELLER and is not a substitute  
13 for any inspections or warranties that BUYER may wish to obtain. It is not a warranty of any kind by SELLER or a  
14 warranty or representation by the Broker(s) or their licensees.

15  
16 **3. OCCUPANCY.**

17 Approximate age of Property? \_\_\_\_\_ How long have you owned? \_\_\_\_\_  
18 Does SELLER currently occupy the Property? ..... Yes  No   
19 If "No", how long has it been since SELLER occupied the Property? \_\_\_\_\_ years/months

20  
21 **4. LAND (SOILS, DRAINAGE AND BOUNDARIES). (IF RURAL OR VACANT LAND, ATTACH SELLER'S LAND**  
22 **DISCLOSURE ALSO.) ARE YOU AWARE OF:**

- 23 a. Any fill or expansive soil on the Property? ..... Yes  No   
24 b. Any sliding, settling, earth movement, upheaval or earth stability problems  
25 on the Property? ..... Yes  No   
26 c. The Property or any portion thereof being located in a flood zone, wetlands  
27 area or **proposed** to be located in such as designated by FEMA which  
28 requires flood insurance? ..... Yes  No   
29 d. Any drainage or flood problems on the Property or adjacent properties? ..... Yes  No   
30 e. Any flood insurance premiums that you pay? ..... Yes  No   
31 f. Any need for flood insurance on the Property? ..... Yes  No   
32 g. Any boundaries of the Property being marked in any way? ..... Yes  No   
33 h. The Property having had a stake survey? ..... Yes  No   
34 i. Any encroachments, boundary line disputes, or non-utility easements  
35 affecting the Property? ..... Yes  No   
36 j. Any fencing on the Property? ..... Yes  No   
37 If "Yes", does fencing belong to the Property? ..... N/A  Yes  No   
38 k. Any diseased, dead, or damaged trees or shrubs on the Property? ..... Yes  No   
39 l. Any gas/oil wells, lines or storage facilities on Property or adjacent property? ..... Yes  No   
40 m. Any oil/gas leases, mineral, or water rights tied to the Property? ..... Yes  No

41  
42 **If any of the answers in this section are "Yes", explain in detail or attach all warranty information and**  
43 **other documentation:** \_\_\_\_\_

44 \_\_\_\_\_  
45 \_\_\_\_\_

--	--

 Initials  
SELLER | SELLER

Initials 

--	--

  
BUYER | BUYER



46  
47  
48  
49  
50  
51  
52  
53  
54  
55  
56  
57  
58  
59  
60  
61  
62  
63  
64  
65  
66  
67  
68  
69  
70  
71  
72  
73  
74  
75  
76  
77  
78  
79  
80  
81  
82  
83  
84  
85  
86  
87  
88  
89  
90  
91  
92  
93  
94  
95  
96  
97  
98  
99  
100

**5. ROOF.**

- a. Approximate Age: \_\_\_\_\_ years  Unknown Type: \_\_\_\_\_
- b. Have there been any problems with the roof, flashing or rain gutters? ..... Yes  No   
If "Yes", what was the date of the occurrence? \_\_\_\_\_
- c. Have there been any repairs to the roof, flashing or rain gutters? ..... Yes  No   
Date of and company performing such repairs \_\_\_\_\_/\_\_\_\_\_
- d. Has there been any roof replacement? ..... Yes  No   
If "Yes", was it:  Complete or  Partial
- e. What is the number of layers currently in place? \_\_\_\_\_ layers or  Unknown.

**If any of the answers in this section are "Yes", explain in detail or attach all warranty information and other documentation:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**6. INFESTATION. ARE YOU AWARE OF:**

- a. Any termites, wood destroying insects, or **other** pests on the Property? ..... Yes  No
  - b. Any damage to the Property by termites, wood destroying insects or **other** pests? ..... Yes  No
  - c. Any termite, wood destroying insects or **other** pest control treatments on the Property in the last five (5) years? ..... Yes  No   
If "Yes", list company, **when and where** treated \_\_\_\_\_
  - d. Any current warranty, bait stations or other treatment coverage by a licensed pest control company on the Property? ..... Yes  No   
If "Yes", the annual cost of service renewal is \$ \_\_\_\_\_ and the time remaining on the service contract is \_\_\_\_\_.
- (Check one)**  The treatment system stays with the Property or  the treatment system is subject to removal by the treatment company if annual service fee is not paid.

**If any of the answers in this section are "Yes", explain in detail or attach all warranty information and other documentation:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**7. STRUCTURAL, BASEMENT/CRAWL SPACE, FIREPLACE AND EXTERIOR ITEMS. ARE YOU AWARE OF:**

- a. Any movement, shifting, deterioration, or other problems with walls, foundations, crawl space or slab? ..... Yes  No
- b. Any cracks or flaws in the walls, ceilings, foundations, concrete slab, crawl space, basement floor or garage? ..... Yes  No
- c. Any corrective action taken including, but not limited to piercing or bracing? ..... Yes  No
- d. Any water leakage or dampness in the house, crawl space or basement? ..... Yes  No
- e. Any dry rot, wood rot or similar conditions on the wood of the Property? ..... Yes  No
- f. Any problems with driveways, patios, decks, fences or retaining walls on the Property? ..... Yes  No
- g. Any problems with fireplace including, but not limited to firebox, chimney, chimney cap and/or gas line? ..... Yes  No   
Date of any repairs, inspection(s) or cleaning? \_\_\_\_\_  
Date of last use? \_\_\_\_\_
- h. Does the Property have a sump pump? ..... Yes  No   
If "Yes", location: \_\_\_\_\_
- i. Any repairs or other attempts to control the cause or effect of any problem described above? .. Yes  No

**If any of the answers in this section are "Yes", explain in detail or attach all warranty information and other documentation:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
SELLER | SELLER Initials Initials BUYER | BUYER

101  
102  
103  
104  
105  
106  
107  
108  
109  
110  
111  
112  
113  
114  
115  
116  
117  
118  
119  
120  
121  
122  
123  
124  
125  
126  
127  
128  
129  
130  
131  
132  
133  
134  
135  
136  
137  
138  
139  
140  
141  
142

**8. ADDITIONS AND/OR REMODELING.**

- a. Are you aware of any additions, structural changes, or other material alterations to the Property? ..... Yes  No   
If "Yes", explain in detail: \_\_\_\_\_
- b. If "Yes", were all necessary permits and approvals obtained, and was all work in compliance with building codes? .....N/A  Yes  No   
If "No", explain in detail: \_\_\_\_\_

**9. PLUMBING RELATED ITEMS.**

- a. What is the drinking water source?  Public  Private  Well  Cistern  
If well water, state type \_\_\_\_\_ depth \_\_\_\_\_  
diameter \_\_\_\_\_ age \_\_\_\_\_
- b. If the drinking water source is a well, when was the water last checked for safety and what was the result of the test? \_\_\_\_\_
- c. Is there a water softener on the Property? ..... Yes  No   
If "Yes", is it:  Leased  Owned?
- d. Is there a water purifier system? ..... Yes  No   
If "Yes", is it:  Leased  Owned?
- e. What type of sewage system serves the Property?  Public Sewer  Private Sewer  
 Septic System  Cesspool  Lagoon  Other \_\_\_\_\_
- f. The location of the sewer line clean out trap is: \_\_\_\_\_
- g. Is there a sewage pump on the septic system?.....N/A  Yes  No
- h. Is there a grinder pump system? ..... Yes  No
- i. If there is a privately owned system, when was the septic tank, cesspool, or sewage system last serviced? \_\_\_\_\_ By whom? \_\_\_\_\_
- j. Is there a sprinkler system? ..... Yes  No   
Does sprinkler system cover full yard and landscaped areas? .....N/A  Yes  No   
If "No", explain in detail: \_\_\_\_\_
- k. Are you aware of any leaks, backups, or other problems relating to any of the, plumbing, water, and sewage related systems? ..... Yes  No
- l. Type of plumbing material currently used in the Property:  
 Copper  Galvanized  Other \_\_\_\_\_  
The location of the main water shut-off is: \_\_\_\_\_
- m. Is there a back flow prevention device on the lawn sprinkling system, sewer or pool? .....N/A  Yes  No

If your answer to (k) in this section is "Yes", explain in detail or attach available documentation: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
SELLER | SELLER

Initials

\_\_\_\_\_  
BUYER | BUYER

- 143 **10. HEATING AND AIR CONDITIONING.**
- 144 a. Does the Property have air conditioning? ..... Yes  No
- 145  Central Electric  Central Gas  Heat Pump  Window Unit(s)
- 146 Unit Age of Unit Leased Owned Location Last Date Serviced/By Whom?
- 147 1. \_\_\_\_\_
- 148 2. \_\_\_\_\_
- 149 b. Does the Property have heating systems? ..... Yes  No
- 150  Electric  Fuel Oil  Natural Gas  Heat Pump  Propane
- 151  Fuel Tank  Other \_\_\_\_\_
- 152 Unit Age of Unit Leased Owned Location Last Date Serviced/By Whom?
- 153 1. \_\_\_\_\_
- 154 2. \_\_\_\_\_
- 155 c. Are there rooms without heat or air conditioning? ..... Yes  No
- 156 .....
- 157 If "Yes", which room(s)? \_\_\_\_\_
- 158 d. Does the Property have a water heater? ..... Yes  No
- 159  Electric  Gas  Solar  Tankless
- 160 Unit Age of Unit Leased Owned Location Capacity Last Date Serviced/By Whom?
- 161 1. \_\_\_\_\_
- 162 2. \_\_\_\_\_
- 163 e. Are you aware of any problems regarding these items? ..... Yes  No
- 164 If "Yes", explain in detail: \_\_\_\_\_
- 165 \_\_\_\_\_
- 166 \_\_\_\_\_
- 167 \_\_\_\_\_

- 168 **11. ELECTRICAL SYSTEM.**
- 169 a. Type of material used:  Copper  Aluminum  Unknown
- 170 b. Type of electrical panel(s):  Breaker  Fuse
- 171 Location of electrical panel(s): \_\_\_\_\_
- 172 Size of electrical panel (total amps), if known: \_\_\_\_\_
- 173 c. Are you aware of any problem with the electrical system? ..... Yes  No
- 174 If "Yes", explain in detail: \_\_\_\_\_
- 175 \_\_\_\_\_
- 176 \_\_\_\_\_
- 177 \_\_\_\_\_

- 178 **12. HAZARDOUS CONDITIONS. ARE YOU AWARE OF:**
- 179 a. Any underground tanks on the Property? ..... Yes  No
- 180 b. Any landfill on the Property? ..... Yes  No
- 181 c. Any toxic substances on the Property, (e.g. tires, batteries, etc.)? ..... Yes  No
- 182 d. Any testing for any of the above-listed items on the Property? ..... Yes  No
- 183 e. Any professional testing/mitigation for radon on the Property? ..... Yes  No
- 184 f. Any professional testing/mitigation for mold on the Property? ..... Yes  No
- 185 g. Any other environmental issues? ..... Yes  No
- 186 h. Any methamphetamine or controlled substances ever being
- 187 used or manufactured on the Property? ..... Yes  No
- 188 **(In Missouri, a separate disclosure is required if methamphetamine or**
- 189 **other controlled substances have been present on or in the Property.)**

191 **If any of the answers in this section are "Yes", explain in detail or attach test results and other**

192 **documentation:** \_\_\_\_\_

193 \_\_\_\_\_

194 \_\_\_\_\_

195 \_\_\_\_\_

\_\_\_\_\_  
SELLER | SELLER

Initials

\_\_\_\_\_  
Initials BUYER | BUYER

- 196 **13. NEIGHBORHOOD INFORMATION & HOMEOWNER'S ASSOCIATION. ARE YOU AWARE OF:**  
 197 a. Any current/pending bonds, assessments, or special taxes that  
 198 apply to Property? ..... Yes  No   
 199 If "Yes", what is the amount? \$ \_\_\_\_\_  
 200 b. Any condition or proposed change in your neighborhood or surrounding  
 201 area or having received any notice of such? ..... Yes  No   
 202 c. Any defect, damage, proposed change or problem with any  
 203 common elements or common areas? ..... Yes  No   
 204 d. Any condition or claim which may result in any change to assessments or fees? ..... Yes  No   
 205 e. Any streets that are privately owned? ..... Yes  No   
 206 f. The Property being in a historic, conservation or special review district that  
 207 requires any alterations or improvements to the Property be approved by a  
 208 board or commission? ..... Yes  No   
 209 g. The Property being subject to tax abatement? ..... Yes  No   
 210 h. The Property being subject to a right of first refusal? ..... Yes  No   
 211 If "Yes", number of days required for notice: \_\_\_\_\_  
 212 i. The Property being subject to covenants, conditions, and restrictions of a  
 213 Homeowner's Association or subdivision restrictions? ..... Yes  No   
 214 j. Any violations of such covenants and restrictions? ..... N/A  Yes  No   
 215 k. The Homeowner's Association imposing its own transfer fee and/or  
 216 initiation fee when the Property is sold? ..... N/A  Yes  No   
 217 If "Yes", what is the amount? \$ \_\_\_\_\_

219 Homeowner's Association dues are paid in full until \_\_\_\_\_ in the amount of \$ \_\_\_\_\_  
 220 payable  yearly  semi-annually  monthly  quarterly, sent to \_\_\_\_\_ and such  
 221 includes: \_\_\_\_\_

222 Homeowner's Association/Management Company contact name, phone number, website, or email address:  
 223 \_\_\_\_\_  
 224 \_\_\_\_\_  
 225 \_\_\_\_\_

226 **If any of the answers in this section are "Yes" (except h and k), explain in detail or attach other**  
 227 **documentation:** \_\_\_\_\_  
 228 \_\_\_\_\_  
 229 \_\_\_\_\_

231 **14. PREVIOUS INSPECTION REPORTS.**

- 232 Has Property been inspected in the last twelve (12) months? ..... Yes  No   
 233 If "Yes", a copy of inspection report(s) are available upon request.  
 234

235 **15. OTHER MATTERS. ARE YOU AWARE OF:**

- 236 a. Any of the following?  
 237  Party walls  Common areas  Easement Driveways ..... Yes  No   
 238 b. Any fire damage to the Property? ..... Yes  No   
 239 c. Any liens, other than mortgage(s)/deeds of trust currently on the Property? ..... Yes  No   
 240 d. Any violations of laws or regulations affecting the Property? ..... Yes  No   
 241 e. Any other conditions that may materially affect the value  
 242 or desirability of the Property? ..... Yes  No   
 243 f. Any other condition, including but not limited to financial, that may prevent  
 244 you from completing the sale of the Property? ..... Yes  No   
 245 g. Any general stains or pet stains to the carpet, the flooring or sub-flooring? ..... Yes  No   
 246 h. Missing keys for any exterior doors, including garage doors to the Property? ..... Yes  No   
 247 List locks without keys \_\_\_\_\_  
 248 i. Any violations of zoning, setbacks or restrictions, or non-conforming uses? ..... Yes  No   
 249 j. Any unrecorded interests affecting the Property? ..... Yes  No   
 250 k. Anything that would interfere with giving clear title to the BUYER? ..... Yes  No

SELLER | SELLER

Initials

Initials

BUYER | BUYER

- 251 l. Any existing or threatened legal action pertaining to the Property? ..... Yes  No
- 252 m. Any litigation or settlement pertaining to the Property? ..... Yes  No
- 253 n. Any added insulation since you have owned the Property? ..... Yes  No
- 254 o. Having replaced any appliances that remain with the Property in the
- 255 past five (5) years? ..... Yes  No
- 256 p. Any transferable warranties on the Property or any of it
- 257 components? ..... Yes  No
- 258 q. Having made any insurance or other claims pertaining to the Property
- 259 in the past five (5) years? ..... Yes  No
- 260 If "Yes", were repairs from claim(s) completed?.....N/A  Yes  No
- 261 r. Any use of synthetic stucco on the Property? ..... Yes  No
- 262

263 **If any of the answers in this section are "Yes", explain in detail:** \_\_\_\_\_

264 \_\_\_\_\_

265 \_\_\_\_\_

266 \_\_\_\_\_

267 **16. UTILITIES.** Identify the name and phone number for utilities listed below.

268 Electric Company Name: \_\_\_\_\_ Phone # \_\_\_\_\_

269 Gas Company Name: \_\_\_\_\_ Phone # \_\_\_\_\_

270 Water Company Name: \_\_\_\_\_ Phone # \_\_\_\_\_

271

272 **17. FIXTURES, EQUIPMENT AND APPLIANCES (FILL IN ALL BLANKS).**

273 The Residential Real Estate Sale Contract, including this paragraph of the residential Seller's Disclosure and

274 Condition of Property Addendum ("Seller's Disclosure"), not the MLS, or other promotional material, provides for

275 what is included in the sale of the Property. Items listed in the "Additional Inclusions" or "Exclusions" in

276 Subparagraphs 1a and 1b of the Contract supersede the Seller's Disclosure and the pre-printed list in Paragraph 1

277 of the Contract. If there are no "Additional Inclusions" or "Exclusions" listed, the Seller's Disclosure and the pre-

278 printed list govern what is or is not included in this sale. If there are differences between the Seller's Disclosure and

279 the Paragraph 1 list, the Seller's Disclosure governs. Unless modified by the Seller's Disclosure and/or the

280 "Additional Inclusions" and/or the "Exclusions" in Paragraph 1a and/or 1b, all existing improvements on the Property

281 (if any) and appurtenances, fixtures and equipment (which seller agrees to own free and clear), whether buried,

282 nailed, bolted, screwed, glued or otherwise permanently attached to Property are expected to remain with Property,

283 including, but not limited to:

284

- |                                      |                                 |                                    |
|--------------------------------------|---------------------------------|------------------------------------|
| 285 Bathroom mirrors                 | Lighting and light fixtures     | Shelving, racks and towel bars     |
| 286 Fences                           | Mounted entertainment brackets  | (if attached)                      |
| 287 Fireplace grates, screens and/or | Other mirrors (if attached)     | Storm windows, doors & screens     |
| 288 glass doors (if attached)        | Plumbing equipment and fixtures | Window blinds, curtains, coverings |
| 289 Floor coverings (if attached)    |                                 | and mounting components            |

**THIS SPACE INTENTIONALLY LEFT BLANK**

**Continued on next page**

\_\_\_\_\_|\_\_\_\_\_|\_\_\_\_\_|\_\_\_\_\_|\_\_\_\_\_|\_\_\_\_\_|\_\_\_\_\_|\_\_\_\_\_|\_\_\_\_\_|\_\_\_\_\_|  
 SELLER | SELLER Initials

Initials \_\_\_\_\_|\_\_\_\_\_|\_\_\_\_\_|\_\_\_\_\_|\_\_\_\_\_|\_\_\_\_\_|\_\_\_\_\_|\_\_\_\_\_|\_\_\_\_\_|\_\_\_\_\_|  
 BUYER | BUYER

290 **Fill in all blanks using one of the abbreviations listed below.**  
 291 **“OS” = Operating and Staying with the Property (any item that is performing its intended function).**  
 292 **“EX” = Staying with the Property but Excluded from Mechanical Repairs; cannot be an Unacceptable**  
 293 **Condition.**  
 294 **“NA” = Not applicable (any item not present).**  
 295 **“NS” = Not staying with the Property (item should be identified as “NS” below.)**  
 296  
 297

298 \_\_\_ Air Conditioning Window Units, # \_\_\_  
 299 \_\_\_ Air Conditioning Central System  
 300 \_\_\_ Attic Fan  
 301 \_\_\_ Ceiling Fan(s), # \_\_\_  
 302 \_\_\_ Central Vac and Attachments  
 303 \_\_\_ Doorbell  
 304 \_\_\_ Electric Air Cleaner or Purifier  
 305 \_\_\_ Exhaust Fan(s) – Baths  
 306 \_\_\_ Fences – Invisible & Controls  
 307 Fireplace(s), # \_\_\_  
 308 Location #1 \_\_\_ Location #2 \_\_\_  
 309 \_\_\_ Chimney \_\_\_ Chimney  
 310 \_\_\_ Gas Logs \_\_\_ Gas Logs  
 311 \_\_\_ Gas Starter \_\_\_ Gas Starter  
 312 \_\_\_ Heat Re-circulator \_\_\_ Heat Re-circulator  
 313 \_\_\_ Insert \_\_\_ Insert  
 314 \_\_\_ Wood Burning Stove \_\_\_ Wood Burning Stove  
 315 \_\_\_ Other \_\_\_ Other  
 316 \_\_\_ Fountain(s)  
 317 \_\_\_ Furnace/Heat Pump/Other Htg System  
 318 \_\_\_ Garage Door Keyless Entry  
 319 \_\_\_ Garage Door Opener(s), # \_\_\_  
 320 \_\_\_ Garage Door Transmitter(s), # \_\_\_  
 321 \_\_\_ Gas Yard Light  
 322 \_\_\_ Humidifier  
 323 \_\_\_ Intercom  
 324 \_\_\_ Jetted Tub  
 325 **KITCHEN APPLIANCES**  
 326 **Cooking Unit**  
 327 \_\_\_ Cooktop \_\_\_ Elec. \_\_\_ Gas  
 328 \_\_\_ Microwave Oven  
 329 \_\_\_ Oven  
 330 \_\_\_ Elec. \_\_\_ Gas \_\_\_ Convection  
 331 \_\_\_ Stove/Range  
 332 \_\_\_ Elec. \_\_\_ Gas \_\_\_ Convection  
 333 \_\_\_ Dishwasher  
 334 \_\_\_ Disposal  
 335 \_\_\_ Freezer  
 336 Location \_\_\_  
 337 \_\_\_ Icemaker  
 338 \_\_\_ Refrigerator (#1)  
 339 Location \_\_\_  
 340 \_\_\_ Refrigerator (#2)  
 341 Location \_\_\_  
 342 \_\_\_ Trash Compactor

\_\_\_ Laundry - Washer  
 \_\_\_ Laundry - Dryer  
 \_\_\_ Elec. \_\_\_ Gas  
**MOUNTED ENTERTAINMENT EQUIPMENT**  
 \_\_\_ Item #1 \_\_\_  
 Location \_\_\_  
 \_\_\_ Item #2 \_\_\_  
 Location \_\_\_  
 \_\_\_ Item #3 \_\_\_  
 Location \_\_\_  
 \_\_\_ Item #4 \_\_\_  
 Location \_\_\_  
 \_\_\_ Outside Cooking Unit  
 \_\_\_ Propane Tank  
 \_\_\_ Owned \_\_\_ Leased  
 \_\_\_ Security System  
 \_\_\_ Owned \_\_\_ Leased  
 \_\_\_ Smoke/Fire Detector(s), # \_\_\_  
 \_\_\_ Spa/Hot Tub  
 \_\_\_ Spa/Sauna  
 \_\_\_ Spa Equipment  
 \_\_\_ Sprinkler System Auto Timer  
 \_\_\_ Sprinkler System Back Flow Valve  
 \_\_\_ Sprinkler System (Components & Controls)  
 \_\_\_ Statuary/Yard Art  
 \_\_\_ Sump Pump  
 \_\_\_ Swimming Pool  
 \_\_\_ Swimming Pool Heater  
 \_\_\_ Swimming Pool Equipment  
 \_\_\_ TV Antenna/Receiver/Satellite Dish  
 \_\_\_ Owned \_\_\_ Leased  
 \_\_\_ Water Softener and/or Purifier  
 \_\_\_ Owned \_\_\_ Leased  
 Other \_\_\_  
 Other \_\_\_  
 Other \_\_\_  
 Other \_\_\_  
 Other \_\_\_  
 Other \_\_\_  
 Other \_\_\_  
 Other \_\_\_  
 Other \_\_\_  
 Other \_\_\_  
 Other \_\_\_

	Initials		Initials	
SELLER	SELLER			BUYER



343 Disclose any material information and describe any significant repairs, improvements or alterations to the Property not  
344 fully revealed above. If applicable, state who did the work. Attach to this disclosure any repair estimates, reports,  
345 invoices, notices or other documents describing or referring to the matters revealed herein:  
346 \_\_\_\_\_  
347 \_\_\_\_\_  
348 \_\_\_\_\_

350 The undersigned SELLER represents, to the best of their knowledge, the information set forth in the foregoing  
351 Disclosure Statement is accurate and complete. SELLER does not intend this Disclosure Statement to be a warranty or  
352 guarantee of any kind. SELLER hereby authorizes the Licensee assisting SELLER to provide this information to  
353 prospective BUYER of the Property and to real estate brokers and salespeople. **SELLER will promptly notify**  
354 **Licensee assisting the SELLER, in writing, if any information in this disclosure changes prior to Closing, and**  
355 **Licensee assisting the SELLER will promptly notify Licensee assisting the BUYER, in writing, of such changes.**  
356 **(SELLER and BUYER initial and date any changes and/or attach a list of additional changes. If attached, #**  
357 **of pages).**

358  
359 **CAREFULLY READ THE TERMS HEREOF BEFORE SIGNING. WHEN SIGNED BY ALL PARTIES, THIS**  
360 **DOCUMENT BECOMES PART OF A LEGALLY BINDING CONTRACT.**  
361 **IF NOT UNDERSTOOD, CONSULT AN ATTORNEY BEFORE SIGNING.**  
362

363  
364  
365  
366  
367 \_\_\_\_\_  
368 **SELLER** **DATE** **SELLER** **DATE**

369 **BUYER ACKNOWLEDGEMENT AND AGREEMENT**

- 370  
371 1. I understand and agree the information in this form is limited to information of which SELLER has actual knowledge  
372 and SELLER need only make an honest effort at fully revealing the information requested.  
373 2. This Property is being sold to me without warranties or guaranties of any kind by SELLER, Broker(s) or agents  
374 concerning the condition or value of the Property.  
375 3. I agree to verify any of the above information, and any other important information provided by SELLER or Broker  
376 (including any information obtained through the Multiple Listing Service) by an independent investigation of my own.  
377 I have been specifically advised to have Property examined by professional inspectors.  
378 4. I acknowledge neither SELLER nor Broker is an expert at detecting or repairing physical defects in Property.  
379 5. I specifically represent there are no important representations concerning the condition or value of Property made by  
380 SELLER or Broker on which I am relying except as may be fully set forth in writing and signed by them.  
381  
382  
383  
384

385 \_\_\_\_\_  
**BUYER** **DATE** **BUYER** **DATE**