

This document has legal consequences.
If you do not understand it, consult your attorney.

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Form # 2090

09/15

RESIDENTIAL SALE CONTRACT

DATE: _____

1. PARTIES AND PROPERTY.

_____, Buyer(s), agrees to purchase from the undersigned Seller, the following real property in the municipality of (if incorporated) _____, County of _____, Missouri (legal description on Seller's title to govern) being all the real property Seller owns at said address: _____.

2. INCLUSIONS AND EXCLUSIONS.

Note: This contract, not the Seller's Disclosure Statement, the MLS or other promotional material, provides for what is to be included in this sale. To avoid any misunderstanding, the parties are urged to list as "included" or "excluded" any items which may be subject to question or unclear as to being considered a "fixture" such as flat-screen tv's and electronic equipment. The purchase price includes all existing improvements on the property (if any) and appurtenances, fixtures and equipment (which Seller guarantees to own free and clear) including:

Access to Property

All Keys and Remote Entry Controls
Electric Garage Door Openers & Controls

Exterior

Exterior Lighting, Landscaping & Mailbox
Invisible Pet Fence Systems & Collars

Systems & Utilities

Built in Heating, Ventilating & Cooling Systems
Security & Alarm Systems
Radiator Shields
Built in Plumbing Systems & Fixtures
Water Softeners & Sump Pump
All Window Air Conditioning Units
Central Vacuum System & Attachments

Kitchen/Cooking Related

Dishwashers & Trash Compactors
Ovens/Ranges/Stoves and Attachments
Built in Microwave Ovens
Attached Gas Fired Barbecue Grills

Electrical, Lighting & TV Related

All Lighting Fixtures & Ceiling Fans
Attached TV Antennas

Fire/Fireplace Related

Artificial Fireplace Logs
Attached Fireplace Equipment & Doors

Flooring Related

Attached Floor Coverings

Window/Wall Related

Curtain & Drapery Hardware
Screens & Storm Windows
Attached Mirrors & All Bathroom Mirrors
Attached Shelving/Closet Organizers
Blinds, Shades, Shutters, & Awnings

Miscellaneous

All Articles Now Provided For Tenant Use

In addition, the following items are included: _____

The following items are excluded: _____

3. PURCHASE PRICE.

\$_____ is the total purchase/sale price to be paid as follows:

\$_____ earnest money received for delivery to/deposit by _____

_____, escrow agent. Selling broker to be escrow agent if none specified above.

\$_____ additional earnest money to be delivered to escrow agent within _____ days after the "Acceptance Deadline" date or _____.

The balance, including adjustments set forth in paragraphs 4 or 9, less, if applicable, any amount of Seller financing or of Seller's loan being assumed as stipulated in this contract, is to be paid at Closing, by cashier's check, wire transfer or any form acceptable to Closing agent.

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4. METHOD OF FINANCING.

Note: If Buyer's lender or Closing agent cannot fulfill their obligations under the Dodd-Frank Wall Street Reform and Consumer Protection Act and the regulations promulgated by the Consumer Financial Protection Bureau, it may be necessary for the Buyer to request Seller to agree to an extension of the Closing Date.

Not Contingent Upon Financing. This contract is not contingent upon financing; however, Buyer reserves the right to finance any portion of the purchase price.

Contingent Upon Financing. Buyer agrees to do all things necessary, including, but not limited to the execution of a loan application and other instruments, the payment to the lender of the credit report, appraisal and any other required fees, and to otherwise cooperate fully in order to obtain the financing described below. If Buyer does not deliver written notice, provided by Buyer's lender, to Seller or listing broker, of Buyer's inability to obtain a loan approval on the terms described below on or before _____ (or 30 days after the "Acceptance Deadline" date if none stated) (the Loan Contingency Date) then this condition shall be deemed waived and Buyer's performance under this contract shall thereafter not be conditioned upon Buyer's obtaining financing. If lender will not give Buyer such written notice then Buyer may directly notify Seller or listing broker (on or before the Loan Contingency Date) by providing a notarized affidavit that Buyer has complied with all of the terms of this paragraph and that despite request, Buyer was unable to obtain such written notice from lender. If Buyer has complied with the terms of this paragraph and has provided timely written notice to Seller or listing broker of Buyer's inability to obtain the loan approval, then this contract shall be terminated with earnest money to be returned to Buyer, subject to paragraph 12.

Note: If Loan Contingency Date passes without written notice as outlined above, Buyer remains obligated under this contract. Therefore, Buyer should be certain that he will have the funds to close. If Buyer's performance under this contract is to be independently conditioned upon the property appraising at a specified value, then Buyer should complete and attach to this contract an appropriate appraisal rider.

Loan amount: _____ % of the purchase price, or \$ _____.
Initial interest rate not to exceed: _____ %. Amortization term: _____ years.
Other terms: _____

TYPE: Conventional FHA VA
 Fixed Rate Adjustable Rate Other: _____

5. CLOSING AND POSSESSION.

The "Closing" is the exchange of the Seller's deed for the total purchase/sale price. The Closing of this sale shall take place on _____ or any other date that both parties agree in writing. Buyer will close at _____, the title company which provides title insurance. Regardless of who closes for Buyer, Seller may close at the title company of Seller's choice. **Note: If the Seller does not close at the same title company as the Buyer, or the Seller's choice of title company does not have a common underwriter with the Buyer's title company, then the Seller will be required to sign a Notice of Closing or Settlement Risk acknowledging that their settlement funds are not protected by the title insurance underwriter.** Title will pass when the sale is closed. Seller to deliver possession of the property and keys to Buyer no later than _____ (time) of _____ (date) but in no event prior to Closing as defined above. All parties agree to sign Closing documents at a time that facilitates this possession. **Note: If possession is to be delivered on a day other than Closing, as defined above, parties should complete the appropriate rider.** Deed as directed by Buyer. Except for tenants lawfully in possession, Seller warrants that the property will be vacant and free of personal property (except as otherwise provided herein) and debris, at time of possession and delivered to Buyer in its same condition (together with any improvements or repairs required by this contract), ordinary wear and tear excepted, as it was on the date of this contract. Buyer and Seller authorize title company and/or Closing agent to release to broker(s) signed copies of the Closing statements.

6. RIDERS. The following riders or supplements are attached hereto and incorporated herein as a part of this contract.

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|--|--|
| <input type="checkbox"/> Appraisal Rider (Form #2046) | <input type="checkbox"/> Possession by Buyer Prior to Closing (Form #2094) |
| <input type="checkbox"/> Back-Up Contract (Form #2120) | <input type="checkbox"/> Possession by Seller After Closing (Form #2095) |
| <input type="checkbox"/> Contingency for Sale and Closing of Buyer's Property (Form #2092) | <input type="checkbox"/> Rental Property Rider (Form #2096) |
| <input type="checkbox"/> Contingency for Closing of Buyer's Property (Form #2092a) | <input type="checkbox"/> Residential Lease (Form #2118) |
| <input type="checkbox"/> Condominium, Villas or Similar Lifestyle Communities (Form #2059) | <input type="checkbox"/> Review of Indentures/Restrictive Covenants (Form #2143) |
| <input type="checkbox"/> FHA/VA Loan Provision Rider (Form #2135FHA or Form #2135VA) | <input type="checkbox"/> Other: _____ |
| <input type="checkbox"/> Other: _____ | <input type="checkbox"/> Other: _____ |

7. THIS PARAGRAPH WAS INTENTIONALLY LEFT BLANK.

Lines 94-97 of this paragraph have been reserved for future use and are not intended for any other purpose.

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8. TITLE AND SURVEY.

Seller shall transfer title to Buyer by general warranty deed (or fiduciary deed, where applicable), subject to the following: a) zoning regulations; b) leases and occupancy of tenants existing on the date contract is executed by Buyer and disclosed to Buyer in writing before execution of contract by Buyer; c) general taxes payable in the current year and thereafter; d) any lien or encumbrance created by or assumed by Buyer in writing or any easement accepted by Buyer in writing; e) subdivision, use and other restrictions, rights of way and utility easements, all of record, which do not adversely affect the use of the property as it exists for residential purposes at the time of the contract.

Check applicable box (whether “Seller to Order, Provide and Purchase Title” or “Buyer to Order, Provide and Purchase Title”).

Seller To Order, Provide and Purchase Title.

Not later than _____ days (5 days if none stated) after the “Acceptance Deadline” date, Seller will order a commitment for title insurance to be provided to the Buyer for both an Owner’s policy of title insurance and for a lender’s policy of title insurance (if required by lender) in the latest ALTA form including mechanics lien coverage from the title company selected in paragraph 5. Seller and Buyer authorize and direct the title company to furnish this commitment to the selling and listing broker. Seller shall pay for the title insurance (including title premium and title service charges), at Closing, at a cost not to exceed \$_____. Buyer to pay title cost exceeding this amount.

Buyer To Order, Provide and Purchase Title.

Buyer may, at Buyer’s option and expense, order a title examination and commitment to issue an Owner’s and/or lender’s policy of title insurance in the latest ALTA form including mechanics lien coverage from the title company specified in paragraph 5.

Note: This should be ordered promptly after contract acceptance in order to allow sufficient time to obtain and review documents, and, if necessary, object to defects that may be discovered.

Buyer may, at Buyer’s option and expense, order a Boundary Survey and Improvement Location (“stake survey”) or a Surveyor’s Real Property Report (SRPR) of the property to determine if there are any defects, encroachments, overlaps, boundary line or acreage discrepancies, or other matters that would be disclosed on a survey.

Note: A “stake survey” is generally required in order to obtain full survey coverage in an Owner’s policy of title insurance. A SRPR may or may not disclose all of the defects involving such matters as encroachments, overlaps, boundary line or acreage discrepancies.

If any defects are discovered as a result of the title examination, title commitment, or the survey, and if Buyer chooses to act on this contingency, Buyer shall within _____ days (25 days if none stated) after the “Acceptance Deadline” date, furnish a copy of the document evidencing the defect to Seller or listing broker stating, in writing, any title or survey defects that are 1) unacceptable to Buyer; 2) not listed above; and 3) adversely affect the use of the property as it exists for residential purposes at the time of the contract. Failure by Seller or listing broker to receive such objections to title or survey within such time will constitute a waiver by Buyer of any objections to the title so long as Buyer is able to obtain at Closing, an Owner’s title insurance policy in the latest ALTA form including mechanics lien coverage. If Buyer does timely object to any title or survey defects, Seller has five (5) days from receipt of Buyer’s notice of objection by Seller or listing broker, to agree in writing to correct the defects prior to Closing at Seller’s expense. If Seller does not so agree, this contract is terminated unless Buyer, within two (2) additional days, agrees in writing to accept the title and survey “as is”. If the contract is terminated in accordance with the provisions of this paragraph, Buyer’s earnest money is to be returned, subject to paragraph 12 and Seller agrees to reimburse Buyer’s cost to pay for title, survey, inspection(s) and appraisal. Seller shall be responsible for clearing any defects that arise between the date of the contract acceptance and Closing.

Note: Easements, subdivision indentures, and government regulations may affect Buyer’s intended use of the property. Construction of improvements (for example: a room addition, fence or swimming pool), non-residential use of the property (for example: use of a room for a business), or the right to keep certain vehicles or animals on the property, all may be affected. Buyer is advised to review all easements, government regulations, and subdivision indentures before making an offer to purchase the property if he plans these or similar uses. If Buyer requires assistance in reviewing easements, surveys, indentures, or other matters affecting title or use of the property, he should consult an attorney.

9. ADJUSTMENTS AND CLOSING COSTS.

Adjustments, charges, and Closing costs are agreed to be paid by the parties (subject to Rider #2135FHA or #2135VA and current FHA and VA regulations) as follows:

Buyer shall pay for (where applicable):

- hazard insurance premium(s), and flood insurance premium, if required by lender;
- survey and title company charges (including Closing, recording and escrow fees) customarily paid by Buyer, subject to paragraph 8;
- any charges imposed by lender, for example: appraisal and credit report fees, loan discount (points), loan origination fees, funding fees, and other loan expenses, unless specifically agreed to be paid by Seller;
- building, termite, and environmental inspections;
- the fair market value of any heating oil or propane gas in tank(s) on the property at Closing, based on supplier’s current charges;
- real estate compensation to broker per separate written agreement; and
- municipal occupancy permit; and agreed upon repairs.

158 **Seller shall pay for (where applicable):**

- 159 • existing loans on property (if not assumed by Buyer);
- 160 • any expenses of Buyer's loan agreed to in paragraph 4;
- 161 • title company charges (including Closing, releasing and escrow fees) customarily paid by Seller, subject to paragraph 8;
- 162 • municipal, Conservation District and fire district inspection fees;
- 163 • special taxes and special assessments levied before Closing;
- 164 • real estate compensation to broker per separate written agreement; Seller authorizes selling portion of commission to be paid
- 165 directly to selling broker; and agreed upon repairs.

166 **Buyer and Seller shall have prorated and adjusted between them on the basis of thirty (30) days to the month as of the**

167 **date of Closing (Seller to pay for last day):**

- 168 • current rents (Seller to receive rent for day of Closing); rents which are delinquent over thirty (30) days to be collected by
- 169 Seller and not adjusted;
- 170 • general taxes (based on assessment and rate for current year, if both are available, otherwise based on previous year);
- 171 • district improvement assessments for current year; Buyer to pay thereafter;
- 172 • subdivision upkeep assessments and monthly condominium fee;
- 173 • interest (when Buyer assumes existing loan); and
- 174 • flat rate utility charges (including water, sewer, and trash).

175 **10. INSPECTIONS, DISCLAIMERS, AND WARRANTIES.**

176 Within _____ days (10 days if none stated) after the "Acceptance Deadline" date (the "Inspection Period"), Buyer

177 may purchase one or more written home inspection report(s) from any independent qualified inspector(s) of the property and

178 improvements as deemed necessary by Buyer, including, but not limited to, environmental hazards; termite and wood-

179 destroying insect infestation and damage; plumbing, including water, well, sewer, septic and waste-water treatment systems;

180 roof and other structural improvements; heating and air conditioning systems and equipment; electrical systems and equipment;

181 swimming pools and equipment; chimneys, flues and gas lines/fuel runs; basement leaks and exterior drainage; and mechanical

182 equipment, including appliances. **Discovery of an unsafe condition(s) may result in immediate shut off of one or more**

183 **appliances or utilities.** Buyer's Inspection Period will end upon the delivery of the Inspection Notice described below or the

184 time period stated above, whichever occurs first. Failure by Buyer to purchase and perform an inspection within the time period

185 stated above shall constitute a waiver and acceptance of any conditions an inspection would have disclosed. **Buyer should**

186 **contact law enforcement officials for information pertaining to whether registered sex offenders or other convicted**

187 **criminals reside in the area.**

188 **Within the Inspection Period, Buyer shall furnish a written Inspection Notice to Seller or listing broker stating one of**

189 **the following:**

- 190 (1) Buyer is satisfied with the inspections. Delivery of inspection reports to Seller or listing broker is not required. If Seller or
- 191 listing broker has not received the written Inspection Notice by the end of the Inspection Period, Buyer shall be deemed to
- 192 be satisfied with the results of any inspections.
- 193 (2) Buyer is terminating the contract, with earnest money to be returned to Buyer, subject to paragraph 12. In this case, Buyer
- 194 shall have purchased one or more home inspection report(s) from an independent qualified inspector(s), as provided for above,
- 195 which together cover the substantial structural elements and systems of the property. Buyer shall provide such report(s) to
- 196 Seller or listing broker, if requested by Seller.
- 197 (3) Buyer is willing to close upon satisfaction of the requirements set forth in the Inspection Notice which must be
- 198 accompanied by a complete copy of the written inspection report(s), purchased by Buyer. The parties have a total of
- 199 _____ days (10 days if none stated) after date of Seller or listing broker's receipt of the Inspection Notice (the
- 200 "Resolution Period") to reach a written agreement as to the requirements set forth in the Inspection Notice, or as to an
- 201 agreed upon monetary adjustment, or the contract is terminated, and earnest money deposit to be returned to Buyer, subject
- 202 to paragraph 12. During the Resolution Period, either a written commitment by Seller to meet the requirements originally
- 203 submitted by Buyer in the Inspection Notice, or a written commitment by Buyer to accept the property without such requirements,
- 204 shall constitute an "agreement" for purposes of this paragraph even after earlier negotiation failed to produce an agreement.

205 Buyer acknowledges: 1) that listing broker and selling broker do not have expertise in determining any defects that may be

206 disclosed by any inspections; 2) that Buyer will not rely upon listing broker or selling broker in any way as to the selection of a

207 particular company for any inspections, warranties, and services; 3) that any inspections, warranties, and services may be

208 available from more than one company and that the determination to select a particular company and the completeness and

209 satisfaction of any said inspection, warranty or service is the sole responsibility of Buyer; 4) that when choosing an inspector,

210 warranty, service company, title company, lender, repair company, or any other service provider, Buyer should consider, but not

211 be limited by, the existence of errors and omissions insurance, liability insurance, business and professional licensure,

212 membership in professional associations and years of experience; 5) that there have been no warranties, express or implied, by

213 Seller or real estate brokers.

214 **Home Warranty (Check one):**

- 215 Buyer acknowledges that Seller is not providing a limited warranty or service agreement product as a part of this sale.
- 216 Buyer may purchase one separately, if desired.
- 217 Seller agrees to purchase, on or before Closing, a limited warranty or service agreement at a cost not to exceed \$_____
- 218 and further described _____.

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10a. INSURABILITY.

This contract is conditioned upon Buyer's ability to obtain homeowner/hazard insurance for the property. If within _____ days (10 days if none stated) after the "Acceptance Deadline" date, Buyer does not deliver to Seller or Seller's broker a written notice from an insurance company of Buyer's inability to obtain homeowner/hazard insurance on the property, this condition shall be deemed waived and Buyer's performance under this contract shall thereafter not be conditioned upon Buyer's obtaining insurance. If Buyer has complied with the terms of this paragraph and has timely provided written notice to Seller of Buyer's inability to obtain such insurance, then this contract shall be terminated with earnest money to be returned to Buyer, subject to paragraph 12. **Note: If an inspection by the Buyer's insurance company is required, it shall be completed prior to the date in line 221. If the Buyer is obtaining a loan as referenced in paragraph 4 above, Buyer should communicate insurance information to lender prior to Loan Contingency Date.**

11. GOVERNMENTAL INSPECTIONS AND OCCUPANCY REQUESTS.

Seller agrees to immediately request any compliance inspection(s) including municipality, conservation, fire district or any other required governmental authority, at Seller's expense, when such inspection(s) are required. In the event the property and improvements do not meet such requirements or pass such inspection(s), Seller must notify Buyer in writing within _____ days (15 days if none stated) after the "Acceptance Deadline" date of any violations or requirements that Seller will not correct. **Failure of Seller to notify Buyer within this period shall constitute an elimination of Seller's ability to negotiate any violations or requirements of the inspections. In such event, Seller agrees to comply with all requirements of the inspections prior to Closing.** In the event Seller notifies Buyer of Seller's refusal to correct all violations, Buyer and Seller have ten (10) days after date of Buyer's receipt of notification from Seller, in which to reach an agreement in writing as to which party will complete and pay for the required corrections, or to an agreed monetary adjustment at Closing in lieu of the correction. **Note: A monetary adjustment may affect the terms of Buyer's loan, e.g. down payment, interest rate and private mortgage insurance, and may also affect Buyer's ability to obtain an occupancy permit.** If no written agreement is reached within said ten (10) days, this contract is terminated and earnest money to be returned to Buyer, subject to paragraph 12. A written commitment within said ten (10) day period by Seller to make the required corrections, at Seller's expense prior to Closing, or a written commitment within said ten (10) day period by Buyer to accept the property without correction by Seller of those violations contained in the original list provided to Buyer by Seller shall also constitute an "agreement" for the purposes of this paragraph, even after earlier negotiations failed to produce an agreement. In instances where the Buyer must make the occupancy permit request (application) to initiate the inspection process, Buyer agrees to do so within four (4) days after the "Acceptance Deadline" date. Nothing herein shall require Buyer to close this sale if he is unable to obtain an occupancy permit after making a bonafide effort to do so. Buyer is cautioned not to rely on government inspections but, should satisfy himself as to the condition of the property (see paragraph 10). Governmental jurisdictions vary in their occupancy requirements, including the time for applying for the permit and the number of occupants permitted. Buyer intends to have no more than _____ persons occupy the property.

11a. LAWN IRRIGATION SYSTEM / BACK FLOW CERTIFICATION.

If the property has a lawn irrigation system attached to the public water system, Seller must provide to Buyer, documentation (dated within 12 months prior to Closing) from a certified back flow inspector indicating that the proper back flow prevention device is installed and functioning properly.

12. EARNEST MONEY.

Buyer and Seller agree that the earnest money received by the escrow agent in connection with this contract shall be deposited within ten (10) banking days after the "Acceptance Deadline" date. Additional earnest money, if applicable, is to be deposited by escrow agent within ten (10) banking days after receipt. Any earnest money received within ten (10) banking days prior to the scheduled Closing date, shall be in the form of a cashier's check or any other form acceptable to the escrow agent. If sale is closed, earnest money to apply to the purchase. If any earnest money is being returned to Buyer, Buyer agrees that any expenses for services requested by Buyer may be withheld by escrow agent and paid to the applicable service provider(s).

In the event of a dispute over any earnest money held by the escrow agent, the escrow agent shall continue to hold said deposit in its escrow account until: 1) escrow agent has a written release from all parties consenting to its disposition; or 2) until a civil action is filed to determine its disposition (at which time payment may be made into court, and in such event, court costs and escrow agent's attorney fees will be paid from earnest money); or 3) until a final court judgment mandates its disposition; or 4) as may be required by applicable law. The parties specifically acknowledge and agree that whenever ownership of the earnest money or any other escrowed funds, received by a Missouri licensed real estate broker, is in dispute between parties, said broker is required by Missouri Statute, Section 339.105.4 RSMo to report and deliver the monies to the State Treasurer within 365 days of the initial projected Closing date. Broker shall not report and deliver any such monies to the State Treasurer until at least sixty (60) days after the initial projected Closing date.

Note: An escrow agent who is not a licensed real estate broker is not bound by Missouri statutes and regulations regarding earnest money deposits. If the escrow agent is not a licensed broker, parties are urged to have the escrow agent agree in writing to be bound by the provisions of this contract before being named as the escrow agent.

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13. REMEDIES.

If either party defaults in the performance of any obligation of this contract, the party claiming a default shall notify the other party in writing of the nature of the default and his election of remedy. The notifying party may, but is not required to, provide the defaulting party with a deadline for curing the default.

If the default is by Buyer, Seller may either accept the earnest money as liquidated damages and release Buyer from the contract (in lieu of making any claim in court), or may pursue any remedy at law or in equity.

If Seller accepts the earnest money, it shall be divided as follows: expenses of broker and Seller in this transaction will be reimbursed, and balance to go one-half to Seller, and one-half divided equally between listing broker and selling broker (if working as subagent of Seller) in lieu of commission on this contract.

If the default is by Seller, Buyer may either release Seller from liability upon Seller's release of the earnest money and reimbursement to Buyer for all direct costs and expenses, as specified in Buyer's notice of default (in lieu of making any claim in court), or may pursue any remedy at law and in equity, including enforcement of sale. Buyer's release of Seller does not relieve Seller of liability to brokers under the listing contract. In the event of litigation between the parties, the prevailing party shall recover, in addition to damages or equitable relief, the cost of litigation including reasonable attorney's fees. This provision shall survive Closing and delivery of Seller's deed to Buyer.

14. LOSS.

Risk of loss to the improvements of the property shall be borne by the Seller until title is transferred. If any improvements covered by this contract are damaged or destroyed, Seller shall immediately notify Buyer or selling broker in writing of the damage or destruction, the amount of insurance proceeds payable, if any, and whether Seller intends to restore the property prior to Closing, to its condition at the time of the contract. In the event Seller restores the property to its prior condition before scheduled Closing, and provides Buyer with proof of the repairs, Buyer and Seller shall proceed with Closing. In the event the property is not to be restored to its prior condition by the Seller before Closing, Seller shall immediately provide Buyer or selling broker with a copy of any policies of insurance, the name and number of the agent for each of said policies, and written authorization (if needed) for Buyer to communicate with the insurer. Buyer may either a) proceed with Closing and be entitled to the amount of insurance proceeds relating to real property improvements, if any, payable to Seller under all policies insuring the improvements plus receive a credit from the Seller at Closing in an amount equal to the deductible not covered by insurance, or b) terminate the contract, thereby releasing all parties from liability hereunder. If all of the aforementioned insurance information is received by the Buyer or selling broker more than ten (10) days prior to the scheduled Closing date, Buyer is to give written notification to Seller or listing broker as to his election of (a) or (b) above within ten (10) days after the Buyer or selling broker's receipt of such information; and if not received by Buyer or selling broker more than ten (10) days prior to the scheduled Closing date, Buyer may, at Buyer's option and by written notice to Seller or listing broker, extend the Closing date up to ten (10) days, during which time Buyer may make his election as to (a) or (b) above. Failure by Buyer to notify Seller shall constitute an election to terminate the contract. If the contract is terminated in accordance with the provisions of this paragraph, Buyer's earnest money is to be returned, subject to paragraph 12. Seller agrees to reimburse Buyer's cost to pay for title, survey, inspection(s) and appraisal.

15. ASSIGNABILITY OF CONTRACT.

This contract is assignable by Buyer, but not without the written consent of Seller if: a) Seller is taking back a note and deed of trust as part of the purchase price, or b) Buyer is assuming the existing note. Assignment does not relieve the parties from their obligations under the contract.

16. TIME IS OF THE ESSENCE.

Time is of the essence in the performance of the obligations of the parties. All references to a specified time shall mean Central Time.

17. BINDING EFFECT.

This contract shall be binding on and for the benefit of the parties and their respective heirs, personal representatives, executors, administrators or assigns.

18. GOVERNING LAW.

This contract shall be considered a contract for the sale of real property and shall be construed in accordance with the laws of the State of Missouri.

19. ENTIRE AGREEMENT.

This contract constitutes the entire agreement between the parties hereto and there are no other understandings, written or oral, relating to the subject matter hereof. The contract may not be changed, modified or amended, in whole or in part, except in writing signed by all parties.

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20. CONSTRUCTION.

Words and phrases shall be construed as in the singular or plural number, and as masculine, feminine or gender neutral, according to the context. When the term “listing broker” is used, it refers to one of the following: a) a broker working for the Seller under an agency listing contract; or b) a broker assisting the Seller as a transaction broker, whichever is appropriate. When the term “selling broker” is used, it refers to one of the following: a) a broker working for the Buyer under a buyer’s agency agreement; b) a broker assisting the Buyer as a subagent of the Seller; or c) a broker assisting the Buyer as a transaction broker, whichever is appropriate. The term “broker” shall include the broker’s affiliated licensees (referred to as “salespeople”). With the exception of the term “banking days” as used in paragraph 12, a day is defined as a 24 hour calendar day, seven (7) days per week.

21. ACCESS, FINAL WALK-THROUGH AND UTILITIES.

Seller agrees to permit inspections of the property by inspectors, contractors, termite inspectors, surveyors, engineers and appraisers selected by Buyer as provided for in the contract, or inspections required by Buyer’s lender or insurer, upon reasonable advance notice to Seller. Buyer and selling broker may also be present during these inspections. Seller grants Buyer, selling broker, and any inspector whose report prompted a request for repairs, the right to enter and walk-through the property, and the right to have the utilities transferred to Buyer, within four (4) days prior to Closing. The purpose of the walk-through is only for the Buyer to confirm that the property is in the same condition, ordinary wear and tear excepted, as it was on the date of this contract, and that repairs are completed in a workmanlike manner. Seller will arrange, at Seller’s expense, to have all utilities turned on during the period specified for any inspection and the walk-through, unless utilities have been transferred to Buyer. Waiver of property and improvement inspections does not waive the right to a walk-through prior to Closing. The Closing does not relieve Seller of Seller’s obligation to complete improvements and repairs required by this contract.

22. FLOOD PLAIN.

Buyer may terminate this contract if any portion of the property is located in a designated 100 year flood plain unless disclosed to Buyer in writing prior to contract. If terminated, earnest money to be returned to Buyer, subject to paragraph 12. Failure by Buyer to terminate within 10 days of actual knowledge of 100 year flood plain, or by Closing, whichever occurs first, shall be deemed a waiver by Buyer of this contingency.

23. SPECIAL AGREEMENTS.

Special agreements between Buyer and Seller forming a part of this contract:

24. SELLER’S DISCLOSURE STATEMENT. (Check one)

- Buyer confirms that before signing this offer to purchase, Buyer has read a copy of the Seller’s Disclosure Statement for this property. The Seller’s Disclosure Statement is not a substitute for any inspection that Buyer may wish to obtain. Buyer is advised to address any concerns Buyer may have about information in the statement by use of contingencies in the contract.
- Seller agrees to provide Buyer with a Seller’s Disclosure Statement within one (1) day after the “Acceptance Deadline” date. Buyer shall have three (3) days after the “Acceptance Deadline” date to review said statements and to declare in writing that the contract is terminated and the earnest money is to be returned to Buyer, subject to paragraph 12. Otherwise, this contingency shall be deemed as waived by Buyer.
- No Seller’s Disclosure Statement will be provided by Seller.

By his signature, Seller confirms that the information in the Seller’s Disclosure Statement is accurate as of the date of this contract. Seller will fully and promptly disclose in writing any new material information pertaining to the property that is discovered at any time prior to Closing. Seller states that if Seller knows or should have known that the property was a lab, production or storage site for methamphetamine, or was the residence of a person convicted of crimes related to methamphetamine, Seller will attach a written description.

Note: The Seller’s Disclosure Statement is not in any way incorporated into the terms of this contract.

COMPARISON CHART

Form: 2090 Residential Sale Contract
Current Version: 09/15
Proposed New Version: TBD

New Language
Deleted Language

Heading at top of page 1-Current Language

This document has legal consequences.
If you do not understand it, consult your attorney.

Heading at top of page 1-Proposed New Language

This document has legal consequences.
If you do not understand it, consult your attorney.

The text of this form may not be altered in any manner
without written acknowledgement of all parties

Bottom of each page except page 9-Proposed New Language

_____/_____Initials BUYER and SELLER acknowledge they have read this page_____/_____
BUYER BUYER SELLER SELLER

Section 2 Inclusions and Exclusions (lines 6-11)-Current Language

INCLUSIONS AND EXCLUSIONS

Note: This contract, not the Seller's Disclosure Statement, the MLS or other promotional material, provides for what is to be included in this sale. To avoid any misunderstanding, the parties are urged to list as "included" or "excluded" any items which may be subject to question or unclear as to being considered a "fixture" such as flat-screen tv's and electronic equipment. The purchase price includes all existing improvements on the property (if any) and appurtenances, fixtures and equipment (which Seller guarantees to own free and clear) including:

Section 2 Inclusions and Exclusions (lines 6-11)-Proposed New Language

INCLUSIONS AND EXCLUSIONS

Note: This contract, not the Seller's Disclosure Statement, the MLS or other promotional material, provides for what is to be included in this sale. To avoid any misunderstanding, the parties are urged to list as "included" or "excluded" any items which may be subject to question or unclear as to being considered a "fixture" such as ~~flat screen tv's and~~ electronic equipment. The purchase price includes all existing improvements on the property (if any) and appurtenances, fixtures and equipment (which Seller guarantees to own free and clear) including:

Section 2 Inclusions and Exclusions (lines 12-27)-Current Language

Access to Property

All Keys and Remote Entry Controls
Electric Garage Door Openers & Controls

Exterior

Exterior Lighting, Landscaping &
Mailbox
Invisible Pet Fence Systems & Collars

Systems & Utilities

Built in Heating, Ventilating &
Cooling Systems
Security & Alarm Systems
Radiator Shields
Built in Plumbing Systems & Fixtures
Water Softeners & Sump Pump
All Window Air Conditioning Units
Central Vacuum System & Attachments

Kitchen/Cooking Related

Dishwashers & Trash Compactors
Ovens/Ranges/Stoves and Attachments
Built in Microwave Ovens
Attached Gas Fired Barbecue Grills

Electrical, Lighting & TV Related

All Lighting Fixtures & Ceiling Fans
Attached TV Antennas

Fire/Fireplace Related

Artificial Fireplace Logs
Attached Fireplace Equipment & Doors

Flooring Related

Attached Floor Coverings

Window/Wall Related

Curtain & Drapery Hardware
Screens & Storm Windows
Attached Mirrors & All Bathroom Mirrors
Attached Shelving/Closet Organizers
Blinds, Shades, Shutters, & Awnings

Miscellaneous

All Articles Now Provided For Tenant Use

Section 2 Inclusions and Exclusions (lines 12-27)-Proposed New Language

Access to Property

All Keys & Remote Entry Controls
Garage Door Openers & Controls

Exterior

Exterior Lighting, Landscaping & Mailbox
Invisible Pet Fence Systems & Collars

System & Utilities

Built-in Heating, Ventilating & Cooling Systems
Security & Alarm Systems
Radiator Shields
Built-in Plumbing Systems & Fixtures
Water Softeners & Sump Pump
All Window Air Conditioning Units
Central Vacuum System & Attachments

Kitchen/Cooking Related

Dishwashers & Trash Compactors
Ovens/Ranges/Stoves and Attachments
Built-in Microwave Ovens
Attached Gas Fired Barbecue Grills

Electrical, Lighting & TV Related

All Lighting Fixtures & Ceiling Fans
Attached TV Antennas
Attached TV Mounts (only)

Fire/Fireplace Related

Artificial Fireplace Logs
Attached Fireplace Equipment & Doors

Flooring Related

Attached Floor Coverings

Window/Wall Related

Curtain & / Drapery Hardware (only)
Blinds, Shades, Shutters & Awnings
Attached Mirrors & All Bathroom Mirrors
Attached Shelving/Closet Organizers
Blinds, Shades, Shutters & Awnings

Miscellaneous

All Articles Now Provided For Tenant Use

Section 3 Purchase Price (lines 32-41)-Current Language

PURCHASE PRICE.

\$_____ is the total purchase/sale price to be paid as follows:

\$_____ earnest money received for delivery to/deposit by _____, escrow agent. Selling broker to be escrow agent if none specified above.

\$_____ additional earnest money to be delivered to escrow agent within _____ days after the "Acceptance Deadline" date or _____.

The balance, including adjustments set forth in paragraphs 4 or 9, less, if applicable, any amount of Seller financing or of Seller's loan being assumed as stipulated in this contract, is to be paid at Closing, by cashier's check, wire transfer or any form acceptable to Closing agent.

Section 3 Purchase Price (lines 33-43)-Proposed New Language

PURCHASE PRICE.

\$_____ is the total purchase/sale price to be paid as follows:

\$_____ earnest money (\$0 if none stated) (check one) received or to be delivered to _____ escrow agent within _____ days (3 days if none stated) after "Acceptance Deadline" date. Selling broker to be escrow agent if none specified above.

\$_____ additional earnest money (\$0 if none stated) to be delivered to escrow agent within _____ days after (15 days if none stated) after the "Acceptance Deadline" date or _____.

The balance, including ~~the any~~ adjustments set forth in paragraphs 4 or 9, this contract, less, if applicable, any amount of Seller financing or of Seller's loan being assumed as stipulated in this contract, if applicable, is to be paid at Closing, by cashier's check, wire transfer or any form acceptable to Closing agent.

Section 4 Method of Financing (lines 64-68)-Current Language

Loan amount: _____ % of the purchase price, or \$_____.
Initial interest rate not to exceed: _____%. Amortization term: _____ years.
Other terms: _____
TYPE: Conventional FHA VA
 Fixed Rate Adjustable Rate Other: _____

Section 4 Method of Financing (66-72)-Proposed New Language

Loan amount: _____ % of the purchase price, or \$_____.
Initial interest rate not to exceed: _____%. Amortization term: _____ years.
Other terms (none if blank): _____

LOAN TYPE: (Check applicable) Conventional FHA VA Other: _____

RATE TYPE: (Check applicable) Fixed Rate Adjustable Rate Other: _____

Seller agrees to pay, at Closing, a cost not to exceed _____ % of purchase/sale price or \$_____ (\$0 lines if none stated) towards Buyer's closing costs, prepaids, points and other fees allowed by lender.

Section 5 Closing and Possession (lines 77-79)-Current Language

deliver possession of the property and keys to Buyer no later than _____ (time) of _____ (date) but in no event prior to Closing as defined above. All parties agree to sign Closing documents at a time that facilitates this possession.

Section 5 Closing and Possession (lines 81-83)-Proposed New Language

deliver possession of the property and keys to Buyer no later than (check one): Closing or _____ m (time) of _____ (date) **but in no event prior to Closing as defined above. All parties agree to sign Closing documents at a time that facilitates this possession.**

Section 5a (No Section 5a in Current Contract dated 9/15)-Proposed New Language

5a. WIRE FRAUD RISK WARNING.

Criminals/hackers are targeting email accounts of various parties involved in real estate transactions (e.g. title agents, loan officers, real estate agents). Among other concerns, this has led to fraudulent wiring instructions being used to divert funds to the criminal's bank account. These emails may look like legitimate emails from the property party. St. Louis REALTORS® strongly recommends that you should refrain from placing any sensitive personal and financial information in an email, directly or through an email attachment. When you need to share Social Security numbers, bank accounts, credit card numbers, wiring instructions or similar sensitive information, we strongly recommend using more secure means, such as providing the information in person, over the phone or through secure mail or package service, whenever possible.

SECTION 7 NOW FRANCHISE DISCLOSURE

Although one or more of the Brokers may be a member of a franchise, the franchisor is not responsible for the acts of said Broker(s).

Section 9 Adjustments and Closing Costs (150-152, 161 & 168)-Current Language

- 150-152**•survey and title company charges (including Closing, recording and escrow fees) customarily paid by Buyer, subject to paragraph 8;
- any charges imposed by lender, for example: appraisal and credit report fees, loan discount (points), loan origination fees, funding fees, and other loan expenses, unless specifically agreed to be paid by Seller;
- 161**• title company charges (including Closing, releasing and escrow fees) customarily paid by Seller, subject to paragraph 8;
- 168**• current rents (Seller to receive rent for day of Closing); rents which are delinquent over thirty (30) days to be collected by Seller and not adjusted;

Section 9 Adjustments and Closing Costs (157-160, 169-170 & 177-178)-Proposed New Language

- 157-160**•survey and title company charges (~~including~~ for example: Closing, recording ~~and~~, escrow, wire and closing protection letter fees) customarily paid by Buyer, subject to paragraph 8;
- any charges imposed by lender, (~~for example~~: appraisal and credit report fees, loan discount(~~points~~), loan origination fees, funding fees, and other loan expenses), unless specifically agreed to be paid by Seller;
- 169-170**•title company charges (~~including~~ for example: Closing, releasing ~~and~~, escrow, wire and closing protection letter fees) customarily paid by Seller, subject to paragraph 8;
- 177-178**•current rents whether collected or not by Seller (Seller to receive rent for day of Closing); rents which are delinquent over thirty (30) days to be collected by Seller and not adjusted

Section 10a Insurability (line 227) Current Language

prior to the date in line 221. If the Buyer is obtaining a loan as referenced in paragraph 4 above, Buyer should

Section 10a Insurability (line 236) Proposed New Language

prior to the date in line ~~221~~ 230. If the Buyer is obtaining a loan as referenced in paragraph 4 above, Buyer should

Section 16 Renamed Miscellaneous Provisions-(16. Time is of the Essence, 17. Binding Effect, 18. Governing Law & 19. Entire Agreement sections combined)

Time is of the essence in the performance of the obligations of the parties. All references to a specified time shall mean Central Time. This contract shall be binding on and for the benefit of the parties and their respective heirs, personal representatives, executors, administrators or assigns. This contract shall be considered a contract for the sale of real property and shall be construed in accordance with the laws of the State of Missouri. This contract constitutes the entire agreement between the parties hereto and there are no other understandings, written or oral, relating to the subject matter hereof. The contract may not be changed, modified or amended, in whole or in part, except in writing signed by all parties.

Section 17 Renamed Foreign Investment (FIRPTA) (formerly Binding Effect)

Seller represents that it is not a foreign person as described in the Foreign Investment in Real Property Tax Act [26 U.S.C §1445] and agrees to deliver a certificate at Closing to that effect which contains Seller's tax ID number, Social Security number or Green Card.

Section 22. (formerly Flood Plain moved to Section 20) New Square Footage Disclosure

22. SQUARE FOOTAGE DISCLOSURE.

BROKER is not an expert in measuring and does not measure the total square footage of the properties that it lists for sale, shows to buyers and sells. To the extent that BROKER provides or shares information about total square footage of properties, the information comes from one or more other sources, is only an approximation and is not verified by BROKER. There may be differing standards used in Missouri for measuring total square footage of properties, and the available information about total square footage can vary depending upon the source, the measurement standard that was used and the date of measurement. One source for total square footage is public information from the county assessor's office, but the county assessor's office does not warrant the accuracy of the information and neither does BROKER. If you wish to have verifiable and accurate information about the total square footage of a particular property, you should retain a qualified professional appraiser to measure the property according to the measurement standard that the appraiser deems appropriate. The price per square foot for any property is a calculation based upon, among other things, total square footage, so price per square foot also is only an approximation and is subject to the same uncertainties and limitations described in this paragraph.

Section 25 Relationships & Communications Disclosures-(lines 382-395)-Current Language

Licensee assisting Seller is a: (Check appropriate box)

- Seller's Agent: Licensee is acting on behalf of the Seller.
- Buyer's Agent: Licensee is acting on behalf of the Buyer.
- Dual Agent: Licensee is acting on behalf of both Seller and Buyer.
- Designated Agent: Licensee has been designated to act on behalf of the Seller.
- Transaction Broker Assisting Seller: Licensee is not acting on behalf of either Seller or Buyer.

Licensee assisting Buyer is a: (Check appropriate box)

- Buyer's Agent: Licensee is acting on behalf of the Buyer.
- Seller's Agent: Licensee is acting on behalf of the Seller.
- Dual Agent: Licensee is acting on behalf of both Buyer and Seller.
- Designated Agent: Licensee has been designated to act on behalf of the Buyer.
- Transaction Broker Assisting Buyer: Licensee is not acting on behalf of either Buyer or Seller.
- Subagent of Seller: Licensee is acting on behalf of the Seller.

- Seller
- Buyer is a real estate licensee and is acting as a principal party in this contract.

Now Section 23. Relationships & Communications Disclosures (lines 401-423) Proposed New Language

Licensee assisting Seller is a: (Check appropriate box)

- Seller's Agent: Licensee is acting on behalf of the Seller.
- Buyer's Agent: Licensee is acting on behalf of the Buyer.
- Dual Agent: Licensee is acting on behalf of both Seller and Buyer.
- Designated Agent: Licensee has been designated to act on behalf of the Seller.
- Transaction Broker Assisting Seller: Licensee is not acting on behalf of either Seller or Buyer.

Licensee Personal Interest Disclosure (Complete only if applicable):

_____ (insert name of licensee)
estate broker or salesperson licensed in the state of _____ and is (Check one or more, as applicable)
 a party to this transaction; a principal of and/or has a direct or indirect ownership interest in Seller Buyer; and/or
 an immediate family member of Seller Buyer Other Specify: _____

Licensee assisting Buyer is a: (Check appropriate box)

- Buyer's Agent: Licensee is acting on behalf of the Buyer.
- Seller's Agent: Licensee is acting on behalf of the Seller.
- Dual Agent: Licensee is acting on behalf of both Buyer and Seller.
- Designated Agent: Licensee has been designated to act on behalf of the Buyer.
- Transaction Broker Assisting Buyer: Licensee is not acting on behalf of either Buyer or Seller.
- Subagent of Seller: Licensee is acting on behalf of the Seller.

Licensee Personal Interest Disclosure (Complete only if applicable):

_____ (insert name of licensee) is a real
estate broker or salesperson licensed in the state of _____ and is (Check one or more, as applicable)
 a party to this transaction; a principal of and/or has a direct or indirect ownership interest in Seller Buyer; and/or
 an immediate family member of Seller Buyer Specify: _____

Signature Line #402-Current Language

Selling Broker's Firm Name

Listing Broker's Firm Name

Signature Line #430-Proposed New Language

Brokerage Firm Name Assisting Seller

Brokerage Firm Name Assisting Buyer

This document has legal consequences.
If you do not understand it, consult your attorney.
The text of this form may not be altered in any manner
without written acknowledgement of all parties
Form # 2090 01/18

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and by the Bar Association of Metropolitan St. Louis.
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and members of the Bar Association of Metropolitan St. Louis.

RESIDENTIAL SALE CONTRACT

DATE: _____

1. PARTIES AND PROPERTY.

_____, Buyer(s), agrees to purchase from the undersigned Seller, the following real property in the municipality of (if incorporated) _____, County of _____, Missouri (legal description on Seller's title to govern) being all the real property Seller owns at said address: _____.

2. INCLUSIONS AND EXCLUSIONS.

Note: This contract, not the Seller's Disclosure Statement, the MLS or other promotional material, provides for what is to be included in this sale. To avoid any misunderstanding, the parties are urged to list as "included" or "excluded" any items which may be subject to question or unclear as to being considered a "fixture" such as electronic equipment. The purchase price includes all existing improvements on the property (if any) and appurtenances, fixtures and equipment (which Seller guarantees to own free and clear) including:

Access to Property

All Keys & Remote Entry Controls
Garage Door Openers & Controls

Exterior

Exterior Lighting, Landscaping & Mailbox
Invisible Pet Fence Systems & Collars

System & Utilities

Built-in Heating, Ventilating & Cooling Systems
Security & Alarm Systems
Radiator Shields
Built-in Plumbing Systems & Fixtures
Water Softeners & Sump Pump
All Window Air Conditioning Units
Central Vacuum System & Attachments

Kitchen/Cooking Related

Dishwashers & Trash Compactors
Ovens/Ranges/Stoves and Attachments
Built-in Microwave Ovens
Attached Gas Fired Barbecue Grills

Electrical, Lighting & TV Related

All Lighting Fixtures & Ceiling Fans
Attached TV Antennas
Attached TV Mounts (only)
Flush Mounted Speakers

Fire/Fireplace Related

Artificial Fireplace Logs
Attached Fireplace Equipment & Doors

Flooring Related

Attached Floor Coverings

Window/Wall Related

Curtain /Drapery Hardware (only)
Blinds, Shades, Shutters & Awnings
Attached Mirrors & All Bathroom Mirrors
Attached Shelving/Closet Organizers

Miscellaneous

All Articles Now Provided For Tenant Use

In addition, the following items are included:

The following items are excluded:

3. PURCHASE PRICE.

\$_____ is the total purchase/sale price to be paid as follows:

\$_____ earnest money (\$0 if none stated) (check one) received to be delivered to

_____ escrow agent within

_____ days (3 days if none stated) after "Acceptance Deadline" date. Selling broker to be

escrow agent if none specified above.

\$_____ additional earnest money (\$0) if none stated) to be delivered to escrow agent within _____ days after

(15 days if none stated) after the "Acceptance Deadline" date or _____.

The balance, including any adjustments set forth in this contract, less,-any amount of Seller financing or of Seller's loan being assumed as stipulated in this contract, if applicable, is to be paid at Closing, by cashier's check, wire transfer or any form acceptable to Closing agent.

_____/_____/_____
Initials BUYER and SELLER acknowledge they have read this page
BUYER BUYER SELLER SELLER

current FHA and VA regulations) as follows:

Buyer shall pay for (where applicable):

- hazard insurance premium(s), and flood insurance premium, if required by lender;
- survey and title company charges (for example: Closing, recording, escrow, wire and closing protection letter fees) customarily paid by Buyer, subject to paragraph 8;
- any charges imposed by lender, (for example: appraisal and credit report fees, loan discount points, loan origination fees, funding fees, and other loan expenses), unless specifically agreed to be paid by Seller;
- building, termite, and environmental inspections;
- the fair market value of any heating oil or propane gas in tank(s) on the property at Closing, based on supplier's current charges;
- real estate compensation to broker per separate written agreement; and
- municipal occupancy permit; and agreed upon repairs.

Seller shall pay for (where applicable):

- existing loans on property (if not assumed by Buyer);
- any expenses of Buyer's loan agreed to in paragraph 4;
- title company charges (for example: Closing, release ,escrow, wire and closing protection letter fees) customarily paid by Seller, subject to paragraph 8;
- municipal, Conservation District and fire district inspection fees;
- special taxes and special assessments levied before Closing;
- real estate compensation to broker per separate written agreement; Seller authorizes selling portion of commission to be paid directly to selling broker; and agreed upon repairs.

Buyer and Seller shall have prorated and adjusted between them on the basis of thirty (30) days to the month as of the date of Closing (Seller to pay for last day):

- current rents whether collected or not by Seller (Seller to receive rent for day of Closing); rents which are delinquent over thirty (30) days to be collected by Seller and not adjusted
- general taxes (based on assessment and rate for current year, if both are available, otherwise based on previous year);
- district improvement assessments for current year; Buyer to pay thereafter;
- subdivision upkeep assessments and monthly condominium fee;
- interest (when Buyer assumes existing loan); and
- flat rate utility charges (including water, sewer, and trash).

10. INSPECTIONS, DISCLAIMERS, AND WARRANTIES.

Within _____ days (10 days if none stated) after the "Acceptance Deadline" date (the "Inspection Period"), Buyer may purchase one or more written home inspection report(s) from any independent qualified inspector(s) of the property and improvements as deemed necessary by Buyer, including, but not limited to, environmental hazards; termite and wood-destroying insect infestation and damage; plumbing, including water, well, sewer, septic and waste-water treatment systems; roof and other structural improvements; heating and air conditioning systems and equipment; electrical systems and equipment; swimming pools and equipment; chimneys, flues and gas lines/fuel runs; basement leaks and exterior drainage; and mechanical equipment, including appliances. **Discovery of an unsafe condition(s) may result in immediate shut off of one or more appliances or utilities.** Buyer's Inspection Period will end upon the delivery of the Inspection Notice described below or the time period stated above, whichever occurs first. Failure by Buyer to purchase and perform an inspection within the time period stated above shall constitute a waiver and acceptance of any conditions an inspection would have disclosed. **Buyer should contact law enforcement officials for information pertaining to whether registered sex offenders or other convicted criminals reside in the area.**

Within the Inspection Period, Buyer shall furnish a written Inspection Notice to Seller or listing broker stating one of the following:

- (1) Buyer is satisfied with the inspections. Delivery of inspection reports to Seller or listing broker is not required. If Seller or listing broker has not received the written Inspection Notice by the end of the Inspection Period, Buyer shall be deemed to be satisfied with the results of any inspections.
- (2) Buyer is terminating the contract, with earnest money to be returned to Buyer, subject to paragraph 12. In this case, Buyer shall have purchased one or more home inspection report(s) from an independent qualified inspector(s), as provided for above, which together cover the substantial structural elements and systems of the property. Buyer shall provide such report(s) to Seller or listing broker, if requested by Seller.
- (3) Buyer is willing to close upon satisfaction of the requirements set forth in the Inspection Notice which must be accompanied by a complete copy of the written inspection report(s), purchased by Buyer. The parties have a total of _____ days (10 days if none stated) after date of Seller or listing broker's receipt of the Inspection Notice (the "Resolution Period") to reach a written agreement as to the requirements set forth in the Inspection Notice, or as to an agreed upon monetary adjustment, or the contract is terminated, and earnest money deposit to be returned to Buyer, subject to paragraph 12. During the Resolution Period, either a written commitment by Seller to meet the requirements originally submitted by Buyer in the Inspection Notice, or a written commitment by Buyer to accept the property without such requirements, shall constitute an "agreement" for purposes of this paragraph even after earlier negotiation failed to produce an agreement.

216 Buyer acknowledges: 1) that listing broker and selling broker do not have expertise in determining any defects that may be
217 disclosed by any inspections; 2) that Buyer will not rely upon listing broker or selling broker in any way as to the selection of a
218 particular company for any inspections, warranties, and services; 3) that any inspections, warranties, and services may be
219 available from more than one company and that the determination to select a particular company and the completeness and
220 satisfaction of any said inspection, warranty or service is the sole responsibility of Buyer; 4) that when choosing an inspector,
221 warranty, service company, title company, lender, repair company, or any other service provider, Buyer should consider, but
222 not be limited by, the existence of errors and omissions insurance, liability insurance, business and professional licensure,
223 membership in professional associations and years of experience; 5) that there have been no warranties, express or implied, by
224 Seller or real estate brokers

225 **Home Warranty (Check one):**

- 226 Buyer acknowledges that Seller is not providing a limited warranty or service agreement product as a part of this sale.
227 Buyer may purchase one separately, if desired.
- 228 Seller agrees to purchase, on or before Closing, a limited warranty or service agreement at a cost not to exceed \$ _____
229 and further described _____.

230 **10a. INSURABILITY.**

231 This contract is conditioned upon Buyer's ability to obtain homeowner/hazard insurance for the property. If within
232 _____ days (10 days if none stated) after the "Acceptance Deadline" date, Buyer does not deliver to Seller or Seller's
233 broker a written notice from an insurance company of Buyer's inability to obtain homeowner/hazard insurance on the property,
234 this condition shall be deemed waived and Buyer's performance under this contract shall thereafter not be conditioned upon
235 Buyer's obtaining insurance. If Buyer has complied with the terms of this paragraph and has timely provided written notice to
236 Seller of Buyer's inability to obtain such insurance, then this contract shall be terminated with earnest money to be returned to
237 Buyer, subject to paragraph 12. **Note: If an inspection by the Buyer's insurance company is required, it shall be completed**
238 **prior to the date in line 232. If the Buyer is obtaining a loan as referenced in paragraph 4 above, Buyer should**
239 **communicate insurance information to lender prior to Loan Contingency Date.**

240 **11. GOVERNMENTAL INSPECTIONS AND OCCUPANCY REQUESTS.**

241 Seller agrees to immediately request any compliance inspection(s) including municipality, conservation, fire district or any other
242 required governmental authority, at Seller's expense, when such inspection(s) are required. In the event the property and
243 improvements do not meet such requirements or pass such inspection(s), Seller must notify Buyer in writing within
244 _____ days (15 days if none stated) after the "Acceptance Deadline" date of any violations or requirements that
245 Seller will not correct. **Failure of Seller to notify Buyer within this period shall constitute an elimination of Seller's ability**
246 **to negotiate any violations or requirements of the inspections. In such event, Seller agrees to comply with all requirements**
247 **of the inspections prior to Closing.** In the event Seller notifies Buyer of Seller's refusal to correct all violations, Buyer and
248 Seller have ten (10) days after date of Buyer's receipt of notification from Seller, in which to reach an agreement in writing as to
249 which party will complete and pay for the required corrections, or to an agreed monetary adjustment at Closing in lieu of the
250 correction. **Note: A monetary adjustment may affect the terms of Buyer's loan, e.g. down payment, interest rate and private**
251 **mortgage insurance, and may also affect Buyer's ability to obtain an occupancy permit.** If no written agreement is reached
252 within said ten (10) days, this contract is terminated and earnest money to be returned to Buyer, subject to paragraph 12. A written
253 commitment within said ten (10) day period by Seller to make the required corrections, at Seller's expense prior to Closing, or a
254 written commitment within said ten (10) day period by Buyer to accept the property without correction by Seller of those
255 violations contained in the original list provided to Buyer by Seller shall also constitute an "agreement" for the purposes of this
256 paragraph, even after earlier negotiations failed to produce an agreement. In instances where the Buyer must make the
257 occupancy permit request (application) to initiate the inspection process, Buyer agrees to do so within four (4) days after the
258 "Acceptance Deadline" date. Nothing herein shall require Buyer to close this sale if he is unable to obtain an occupancy permit
259 after making a bonafide effort to do so. Buyer is cautioned not to rely on government inspections but, should satisfy himself as to the
260 condition of the property (see paragraph 10). Governmental jurisdictions vary in their occupancy requirements, including the
261 time for applying for the permit and the number of occupants permitted. Buyer intends to have no more than _____
262 persons occupy the property.

263 **11a. LAWN IRRIGATION SYSTEM / BACK FLOW CERTIFICATION.**

264 If the property has a lawn irrigation system attached to the public water system, Seller must provide to Buyer, documentation
265 (dated within 12 months prior to Closing) from a certified back flow inspector indicating that the proper back flow prevention
266 device is installed and functioning properly.

267 **12. EARNEST MONEY.**

268 Buyer and Seller agree that the earnest money received by the escrow agent in connection with this contract shall be deposited
269 within ten (10) banking days after the "Acceptance Deadline" date. Additional earnest money, if applicable, is to be deposited
270 by escrow agent within ten (10) banking days after receipt. Any earnest money received within ten (10) banking days prior to
271 the scheduled Closing date, shall be in the form of a cashier's check or any other form acceptable to the escrow agent.

272 If sale is closed, earnest money to apply to the purchase. If any earnest money is being returned to Buyer, Buyer agrees that any
273 expenses for services requested by Buyer may be withheld by escrow agent and paid to the applicable service provider(s).
274 In the event of a dispute over any earnest money held by the escrow agent, the escrow agent shall continue to hold said deposit
275 in its escrow account until: 1) escrow agent has a written release from all parties consenting to its disposition; or 2) until a civil
276 action is filed to determine its disposition (at which time payment may be made into court, and in such event, court costs and
277 escrow agent's attorney fees will be paid from earnest money); or 3) until a final court judgment mandates its disposition; or 4)
278 as may be required by applicable law. The parties specifically acknowledge and agree that whenever ownership of the earnest
279 money or any other escrowed funds, received by a Missouri licensed real estate broker, is in dispute between parties, said
280 broker is required by Missouri Statute, Section 339.105.4 RSMo to report and deliver the monies to the State Treasurer within 365
281 days of the initial projected Closing date. Broker shall not report and deliver any such monies to the State Treasurer until at least
282 sixty (60) days after the initial projected Closing date.

283 **Note: An escrow agent who is not a licensed real estate broker is not bound by Missouri statutes and regulations**
284 **regarding earnest money deposits. If the escrow agent is not a licensed broker, parties are urged to have the escrow**
285 **agent agree in writing to be bound by the provisions of this contract before being named as the escrow agent.**

286 **13. REMEDIES.**

287 If either party defaults in the performance of any obligation of this contract, the party claiming a default shall notify the other
288 party in writing of the nature of the default and his election of remedy. The notifying party may, but is not required to, provide
289 the defaulting party with a deadline for curing the default.

290 If the default is by Buyer, Seller may either accept the earnest money as liquidated damages and release Buyer from the contract
291 (in lieu of making any claim in court), or may pursue any remedy at law or in equity.

292 If Seller accepts the earnest money, it shall be divided as follows: expenses of broker and Seller in this transaction will be
293 reimbursed, and balance to go one-half to Seller, and one-half divided equally between listing broker and selling broker (if
294 working as subagent of Seller) in lieu of commission on this contract.

295 If the default is by Seller, Buyer may either release Seller from liability upon Seller's release of the earnest money and
296 reimbursement to Buyer for all direct costs and expenses, as specified in Buyer's notice of default (in lieu of making any claim
297 in court), or may pursue any remedy at law and in equity, including enforcement of sale. Buyer's release of Seller does not
298 relieve Seller of liability to brokers under the listing contract. In the event of litigation between the parties, the prevailing party
299 shall recover, in addition to damages or equitable relief, the cost of litigation including reasonable attorney's fees. This
300 provision shall survive Closing and delivery of Seller's deed to Buyer.

301 **14. LOSS.**

302 Risk of loss to the improvements of the property shall be borne by the Seller until title is transferred. If any improvements
303 covered by this contract are damaged or destroyed, Seller shall immediately notify Buyer or selling broker in writing of the
304 damage or destruction, the amount of insurance proceeds payable, if any, and whether Seller intends to restore the property
305 prior to Closing, to its condition at the time of the contract. In the event Seller restores the property to its prior condition before
306 scheduled Closing, and provides Buyer with proof of the repairs, Buyer and Seller shall proceed with Closing. In the event the
307 property is not to be restored to its prior condition by the Seller before Closing, Seller shall immediately provide Buyer or
308 selling broker with a copy of any policies of insurance, the name and number of the agent for each of said policies, and written
309 authorization (if needed) for Buyer to communicate with the insurer. Buyer may either a) proceed with Closing and be entitled
310 to the amount of insurance proceeds relating to real property improvements, if any, payable to Seller under all policies insuring
311 the improvements plus receive a credit from the Seller at Closing in an amount equal to the deductible not covered by insurance,
312 or b) terminate the contract, thereby releasing all parties from liability hereunder. If all of the aforementioned insurance
313 information is received by the Buyer or selling broker more than ten (10) days prior to the scheduled Closing date, Buyer is to
314 give written notification to Seller or listing broker as to his election of (a) or (b) above within ten (10) days after the Buyer or
315 selling broker's receipt of such information; and if not received by Buyer or selling broker more than ten (10) days prior to the
316 scheduled Closing date, Buyer may, at Buyer's option and by written notice to Seller or listing broker, extend the Closing date
317 up to ten (10) days, during which time Buyer may make his election as to (a) or (b) above. Failure by Buyer to notify Seller
318 shall constitute an election to terminate the contract. If the contract is terminated in accordance with the provisions of this
319 paragraph, Buyer's earnest money is to be returned, subject to paragraph 12. Seller agrees to reimburse Buyer's cost to pay for
320 title, survey, inspection(s) and appraisal.

321 **15. ASSIGNABILITY OF CONTRACT.**

322 This contract is assignable by Buyer, but not without the written consent of Seller if: a) Seller is taking back a note and deed of
323 trust as part of the purchase price, or b) Buyer is assuming the existing note. Assignment does not relieve the parties from their
324 obligations under the contract.

325 **16. MISCELLANEOUS PROVISIONS**

326 Time is of the essence in the performance of the obligations of the parties. All references to a specified time shall mean Central
327 Time. This contract shall be binding on and for the benefit of the parties and their respective heirs, personal representatives,
328 executors, administrators or assigns. This contract shall be considered a contract for the sale of real property and shall be
329 construed in accordance with the laws of the State of Missouri. This contract constitutes the entire agreement between the
330 parties hereto and there are no other understandings, written or oral, relating to the subject matter hereof. The contract may not
331 be changed, modified or amended, in whole or in part, except in writing signed by all parties.

332 **17. FOREIGN INVESTMENT (FIRPTA) (LANGUAGE UNDER CONSTRUCTION)**

333 Seller represents that it is not a foreign person as described in the Foreign Investment in Real Property Tax Act [26 U.S.C
334 §1445] and agrees to deliver a certificate at Closing to that effect which contains Seller’s tax ID number or Green Card.

335 **18. CONSTRUCTION.**

336 Words and phrases shall be construed as in the singular or plural number, and as masculine, feminine or gender neutral,
337 according to the context. When the term “listing broker” is used, it refers to one of the following: a) a broker working for the
338 Seller under an agency listing contract; or b) a broker assisting the Seller as a transaction broker, whichever is appropriate.
339 When the term “selling broker” is used, it refers to one of the following: a) a broker working for the Buyer under a buyer’s
340 agency agreement; b) a broker assisting the Buyer as a subagent of the Seller; or c) a broker assisting the Buyer as a transaction
341 broker, whichever is appropriate. The term “broker” shall include the broker’s affiliated licensees (referred to as “salespeople”).
342 With the exception of the term “banking days” as used in paragraph 12, a day is defined as a 24 hour calendar day, seven (7)
343 days per week.

344 **19. ACCESS, FINAL WALK-THROUGH AND UTILITIES.**

345 Seller agrees to permit inspections of the property by inspectors, contractors, termite inspectors, surveyors, engineers and
346 appraisers selected by Buyer as provided for in the contract, or inspections required by Buyer’s lender or insurer, upon
347 reasonable advance notice to Seller. Buyer and selling broker may also be present during these inspections. Seller grants Buyer,
348 selling broker, and any inspector whose report prompted a request for repairs, the right to enter and walk-through the property,
349 and the right to have the utilities transferred to Buyer, within four (4) days prior to Closing. The purpose of the walk-through is
350 only for the Buyer to confirm that the property is in the same condition, ordinary wear and tear excepted, as it was on the date
351 of this contract, and that repairs are completed in a workmanlike manner. Seller will arrange, at Seller’s expense, to have all
352 utilities turned on during the period specified for any inspection and the walk-through, unless utilities have been transferred to
353 Buyer. Waiver of property and improvement inspections does not waive the right to a walk-through prior to Closing. The
354 Closing does not relieve Seller of Seller’s obligation to complete improvements and repairs required by this contract.

355 **20. FLOOD PLAIN.**

356 Buyer may terminate this contract if any portion of the property is located in a designated 100 year flood plain unless disclosed
357 to Buyer in writing prior to contract. If terminated, earnest money to be returned to Buyer, subject to paragraph 12. Failure by
358 Buyer to terminate within 10 days of actual knowledge of 100 year flood plain, or by Closing, whichever occurs first, shall be
359 deemed a waiver by Buyer of this contingency.

360 **21. SPECIAL AGREEMENTS.**

361 Special agreements between Buyer and Seller forming a part of this contract: _____
362 _____
363 _____
364 _____
365 _____
366 _____
367 _____
368 _____
369 _____

370 **22. SQUARE FOOTAGE DISCLOSURE.**

371 BROKER is not an expert in measuring and does not measure the total square footage of the properties that it lists for sale,
372 shows to buyers and sells. To the extent that BROKER provides or shares information about total square footage of properties,
373 the information comes from one or more other sources, is only an approximation and is not verified by BROKER. There may be
374 differing standards used in Missouri for measuring total square footage of properties, and the available information about total
375 square footage can vary depending upon the source, the measurement standard that was used and the date of measurement. One
376 source for total square footage is public information from the county assessor’s office, but the county assessor’s office does not
377 warrant the accuracy of the information and neither does BROKER. If you wish to have verifiable and accurate information
378 about the total square footage of a particular property, you should retain a qualified professional appraiser to measure the
379 property according to the measurement standard that the appraiser deems appropriate. The price per square foot for any property
380 is a calculation based upon, among other things, total square footage, so price per square foot also is only an approximation and
381 is subject to the same uncertainties and limitations described in this paragraph.

382 **23. SELLER’S DISCLOSURE STATEMENT. (Check one)**

- 383 Buyer confirms that before signing this offer to purchase, Buyer has read a copy of the Seller’s Disclosure Statement for
384 this property. The Seller’s Disclosure Statement is not a substitute for any inspection that Buyer may wish to obtain. Buyer
385 is advised to address any concerns Buyer may have about information in the statement by use of contingencies in the
386 contract.
- 387 Seller agrees to provide Buyer with a Seller’s Disclosure Statement within one (1) day after the “Acceptance Deadline”
388 date. Buyer shall have three (3) days after the “Acceptance Deadline” date to review said statements and to declare in
389 writing that the contract is terminated and the earnest money is to be returned to Buyer, subject to paragraph 12. Otherwise,
390 this contingency shall be deemed as waived by Buyer.
- 391 No Seller’s Disclosure Statement will be provided by Seller.

392 By his signature, Seller confirms that the information in the Seller’s Disclosure Statement is accurate as of the date of this
393 contract. Seller will fully and promptly disclose in writing any new material information pertaining to the property that is
394 discovered at any time prior to Closing. Seller states that if Seller knows or should have known that the property was a lab,
395 production or storage site for methamphetamine, or was the residence of a person convicted of crimes related to
396 methamphetamine, Seller will attach a written description.

397 **Note: The Seller’s Disclosure Statement is not in any way incorporated into the terms of this contract**

398 **24. RELATIONSHIPS & COMMUNICATIONS DISCLOSURES.**

399 Buyer and Seller confirm that disclosure of the licensee’s relationship was made no later than the first showing of the property,
400 upon first contact, or immediately upon the occurrence of a change to the relationship.

401 **Note: Under MREC Rules and Regulations, one box must be checked in each of the following two sections by the Selling Licensee.**

402 **Licensee assisting Seller is a: (Check appropriate box)**

- 403 Seller’s Agent: Licensee is acting on behalf of the Seller.
- 404 Buyer’s Agent: Licensee is acting on behalf of the Buyer.
- 405 Dual Agent: Licensee is acting on behalf of both Seller and Buyer.
- 406 Designated Agent: Licensee has been designated to act on behalf of the Seller.
- 407 Transaction Broker Assisting Seller: Licensee is not acting on behalf of either Seller or Buyer.

408 **Licensee Personal Interest Disclosure (Complete only if applicable):**

409 _____(insert name of licensee)
410 estate broker or salesperson licensed in the state of _____ and is (Check one or more, as applicable)
411 a party to this transaction; a principal of and/or has a direct or indirect ownership interest in Seller Buyer; and/or
412 an immediate family member of Seller Buyer Other Specify: _____

413 **Licensee assisting Buyer is a: (Check appropriate box)**

- 414 Buyer’s Agent: Licensee is acting on behalf of the Buyer.
- 415 Seller’s Agent: Licensee is acting on behalf of the Seller.
- 416 Dual Agent: Licensee is acting on behalf of both Buyer and Seller.
- 417 Designated Agent: Licensee has been designated to act on behalf of the Buyer.
- 418 Transaction Broker Assisting Buyer: Licensee is not acting on behalf of either Buyer or Seller.
- 419 Subagent of Seller: Licensee is acting on behalf of the Seller.

420 **Licensee Personal Interest Disclosure (Complete only if applicable):**

421 _____(insert name of licensee) is a real
422 estate broker or salesperson licensed in the state of _____ and is (Check one or more, as applicable)
423 a party to this transaction; a principal of and/or has a direct or indirect ownership interest in Seller Buyer; and/or
424 an immediate family member of Seller Buyer Other Specify: _____

425 Sources of Compensation to Broker(s), including commissions and/or other fees: Seller Buyer

426 Buyer and Seller acknowledge that they have received and read the Missouri Real Estate Commission Broker Disclosure Form.

427 By signing below, the licensees confirm making disclosure of the brokerage relationship to the appropriate parties.

428 All parties agree that this transaction can be conducted by electronic/digital signatures, according to the Uniform
429 Electronic Transaction Act as adopted by the State of Missouri.

430 _____
431 Brokerage Firm Name Assisting Seller Brokerage Firm Name Assisting Buyer

432 Broker's Firm State License ID#: _____ Broker's Firm State License ID#: _____

433 By (Signature): _____ By (Signature): _____

434 Licensee State License ID#: _____ Licensee State License ID#: _____

435 Date: _____ MLS ID: _____ Date: _____ MLS ID: _____

436 OFFER to be accepted by Seller by: _____ m of _____

437 _____
438 BUYER SIGNATURE DATE BUYER SIGNATURE DATE

439 _____
440 Buyer Printed Name Buyer Printed Name

441 SELLER ACCEPTS THE TERMS SET FORTH IN THIS CONTRACT.

442 _____
443 SELLER SIGNATURE TIME and DATE SELLER SIGNATURE TIME and DATE

444 _____
445 Seller Printed Name Seller Printed Name

446 OR _____ (initials) WE REJECT THIS OFFER AND MAKE A COUNTEROFFER.
447 (use #2164 Sale Contract Counteroffer Form).

448 OR _____ (initials) WE REJECT THIS OFFER.

449 Note: Unless otherwise agreed in writing, "Acceptance Deadline" is defined as the date for acceptance which was provided
450 to the last party whose signature resulted in a contract (even if that signature was obtained before the deadline).