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Form # 2090 01/18

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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 & 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
Blinds, Shades, Shutters & Awnings
Screens & Storm Windows

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 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.

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

44 **4. METHOD OF FINANCING.**

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

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

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

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

66 Loan amount: _____ % of the purchase price, or \$ _____.
67 Initial interest rate not to exceed: _____ %. Amortization term: _____ years.
68 Other terms (none if blank): _____
69 LOAN TYPE: (Check applicable) Conventional FHA VA Other: _____
70 RATE TYPE: (Check applicable) Fixed Rate Adjustable Rate Other: _____

71 Seller agrees to pay, at Closing, a cost not to exceed _____ % of purchase/sale price or \$ _____
72 (\$0 lines if none stated) towards Buyer’s closing costs, prepaids, points and other fees allowed by lender.

73 **5. CLOSING AND POSSESSION.**

74 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
75 _____ or any other date that both parties agree in writing. Buyer will close at
76 _____, the title company which provides title insurance. Regardless of who closes for
77 Buyer, Seller may close at the title company of Seller’s choice. **Note: If the Seller does not close at the same title company**
78 **as the Buyer, or the Seller’s choice of title company does not have a common underwriter with the Buyer’s title**
79 **company, then the Seller will be required to sign a Notice of Closing or Settlement Risk acknowledging that their**
80 **settlement funds are not protected by the title insurance underwriter.** Title will pass when the sale is closed. Seller
81 deliver possession of the property and keys to Buyer no later than (check one): Closing or _____ m (time) of
82 _____ (date) **but in no event prior to Closing as defined above. All parties agree to sign Closing**
83 **documents at a time that facilitates this possession.** **Note: If possession is to be delivered on a day other than Closing, as**
84 **defined above, parties should complete the appropriate rider.** Deed as directed by Buyer. Except for tenants lawfully in
85 possession, Seller warrants that the property will be vacant and free of personal property (except as otherwise provided herein)
86 and debris, at time of possession and delivered to Buyer in its same condition (together with any improvements or repairs
87 required by this contract), ordinary wear and tear excepted, as it was on the date of this contract. Buyer and Seller authorize title
88 company and/or Closing agent to release to broker(s) signed copies of the Closing statements.

89 **5a. WIRE FRAUD RISK WARNING.**

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

- 97 6. **RIDERS.** The following riders or supplements are attached hereto and incorporated herein as a part of this contract.
- 98 Appraisal Rider (Form #2046) Possession by Buyer Prior to Closing (Form #2094)
- 99 Back-Up Contract (Form #2120) Possession by Seller After Closing (Form #2095)
- 100 Contingency for Sale & Closing of Buyer's Property (Form #2092) Rental Property Rider (Form #2096)
- 101 Contingency for Closing of Buyer's Property (Form #2092a) Residential Lease (Form #2118)
- 102 Condominium, Villas or Similar Lifestyle Communities (Form #2059) Review of Indentures/Restrictive Covenants (Form #2143)
- 103 FHA/VA Loan Provision Rider (Form #2135FHA or Form #2135VA) Other: _____
- Other: _____ Other: _____

104 7. **FRANCHISE DISCLOSURE. (NEW)**

105 Although one or more of the Brokers may be a member of a franchise, the franchisor is not responsible for the acts of said

106 Broker(s).

107 8. **TITLE AND SURVEY.**

108 Seller shall transfer title to Buyer by general warranty deed (or fiduciary deed, where applicable), subject to the following:

109 a) zoning regulations; b) leases and occupancy of tenants existing on the date contract is executed by Buyer and disclosed to

110 Buyer in writing before execution of contract by Buyer; c) general taxes payable in the current year and thereafter; d) any lien

111 or encumbrance created by or assumed by Buyer in writing or any easement accepted by Buyer in writing; e) subdivision, use

112 and other restrictions, rights of way and utility easements, all of record, which do not adversely affect the use of the property as

113 it exists for residential purposes at the time of the contract.

114 **Check applicable box (whether "Seller to Order, Provide and Purchase Title" or "Buyer to Order, Provide and**

115 **Purchase Title").**

116 **Seller To Order, Provide and Purchase Title.**

117 Not later than _____ days (5 days if none stated) after the "Acceptance Deadline" date, Seller will order a commitment

118 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

119 insurance (if required by lender) in the latest ALTA form including mechanics lien coverage from the title company selected

120 in paragraph 5. Seller and Buyer authorize and direct the title company to furnish this commitment to the selling and listing

121 broker. Seller shall pay for the title insurance (including title premium and title service charges), at Closing, at a cost not to

122 exceed \$ _____. Buyer to pay title cost exceeding this amount.

123 **Buyer To Order, Provide and Purchase Title.**

124 Buyer may, at Buyer's option and expense, order a title examination and commitment to issue an Owner's and/or

125 lender's policy of title insurance in the latest ALTA form including mechanics lien coverage from the title company specified in

126 paragraph 5.

127 **Note: This should be ordered promptly after contract acceptance in order to allow sufficient time to obtain and review**

128 **documents, and, if necessary, object to defects that may be discovered.**

129 Buyer may, at Buyer's option and expense, order a Boundary Survey and Improvement Location ("stake survey") or a Surveyor's

130 Real Property Report (SRPR) of the property to determine if there are any defects, encroachments, overlaps, boundary line or

131 acreage discrepancies, or other matters that would be disclosed on a survey.

132 **Note: A "stake survey" is generally required in order to obtain full survey coverage in an Owner's policy of title**

133 **insurance. A SRPR may or may not disclose all of the defects involving such matters as encroachments, overlaps,**

134 **boundary line or acreage discrepancies.**

135 If any defects are discovered as a result of the title examination, title commitment, or the survey, and if Buyer chooses to act on

136 this contingency, Buyer shall within _____ days (25 days if none stated) after the "Acceptance Deadline" date,

137 furnish a copy of the document evidencing the defect to Seller or listing broker stating, in writing, any title or survey defects that

138 are 1) unacceptable to Buyer; 2) not listed above; and 3) adversely affect the use of the property as it exists for residential

139 purposes at the time of the contract. Failure by Seller or listing broker to receive such objections to title or survey within such

140 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

141 title insurance policy in the latest ALTA form including mechanics lien coverage. If Buyer does timely object to any title or

142 survey defects, Seller has five (5) days from receipt of Buyer's notice of objection by Seller or listing broker, to agree in writing

143 to correct the defects prior to Closing at Seller's expense. If Seller does not so agree, this contract is terminated unless Buyer,

144 within two (2) additional days, agrees in writing to accept the title and survey "as is". If the contract is terminated in accordance

145 with the provisions of this paragraph, Buyer's earnest money is to be returned, subject to paragraph 12 and Seller agrees to

146 reimburse Buyer's cost to pay for title, survey, inspection(s) and appraisal. Seller shall be responsible for clearing any defects

147 that arise between the date of the contract acceptance and Closing.

148 **Note: Easements, subdivision indentures, and government regulations may affect Buyer's intended use of the property.**

149 **Construction of improvements (for example: a room addition, fence or swimming pool), non-residential use of the**

150 **property (for example: use of a room for a business), or the right to keep certain vehicles or animals on the property, all**

151 **may be affected. Buyer is advised to review all easements, government regulations, and subdivision indentures before**

152 **making an offer to purchase the property if he plans these or similar uses. If Buyer requires assistance in reviewing**

153 **easements, surveys, indentures, or other matters affecting title or use of the property, he should consult an attorney.**

154 **9. ADJUSTMENTS AND CLOSING COSTS.**

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

157 **Buyer shall pay for (where applicable):**

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

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

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

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

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

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

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

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

- 201 (1) Buyer is satisfied with the inspections. Delivery of inspection reports to Seller or listing broker is not required. If Seller or
- 202 listing broker has not received the written Inspection Notice by the end of the Inspection Period, Buyer shall be deemed to
- 203 be satisfied with the results of any inspections.
- 204 (2) Buyer is terminating the contract, with earnest money to be returned to Buyer, subject to paragraph 12. In this case, Buyer
- 205 shall have purchased one or more home inspection report(s) from an independent qualified inspector(s), as provided for above,
- 206 which together cover the substantial structural elements and systems of the property. Buyer shall provide such report(s) to
- 207 Seller or listing broker, if requested by Seller.
- 208 (3) Buyer is willing to close upon satisfaction of the requirements set forth in the Inspection Notice which must be
- 209 accompanied by a complete copy of the written inspection report(s), purchased by Buyer. The parties have a total of
- 210 _____ days (10 days if none stated) after date of Seller or listing broker’s receipt of the Inspection Notice (the
- 211 “Resolution Period”) to reach a written agreement as to the requirements set forth in the Inspection Notice, or as to an
- 212 agreed upon monetary adjustment, or the contract is terminated, and earnest money deposit to be returned to Buyer, subject
- 213 to paragraph 12. During the Resolution Period, either a written commitment by Seller to meet the requirements originally

214 submitted by Buyer in the Inspection Notice, or a written commitment by Buyer to accept the property without such requirements,
215 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 ~~221~~ 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
264

265 **11a. LAWN IRRIGATION SYSTEM / BACK FLOW CERTIFICATION.**

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

324 **15. ASSIGNABILITY OF CONTRACT.**
325 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
326 trust as part of the purchase price, or b) Buyer is assuming the existing note. Assignment does not relieve the parties from their
327 obligations under the contract.

328 **16. MISCELLANEOUS PROVISIONS (16. TIME IS OF THE ESSENCE, 17. BINDING EFFECT, 18. GOVERNING**
329 **LAW & 19. ENTIRE AGREEMENT COMBINED IN THIS PARAGRAPH)**
330 Time is of the essence in the performance of the obligations of the parties. All references to a specified time shall mean Central
331 Time. This contract shall be binding on and for the benefit of the parties and their respective heirs, personal representatives,
332 executors, administrators or assigns. This contract shall be considered a contract for the sale of real property and shall be
333 construed in accordance with the laws of the State of Missouri. This contract constitutes the entire agreement between the
334 parties hereto and there are no other understandings, written or oral, relating to the subject matter hereof. The contract may not
335 be changed, modified or amended, in whole or in part, except in writing signed by all parties.

336 **17. ~~BINDING EFFECT, FOREIGN INVESTMENT (FIRPTA) (NEW) LANGUAGE UNDER CONSTRUCTION~~**
337 Seller represents that it is not a foreign person as described in the Foreign Investment in Real Property Tax Act [26 U.S.C
338 §1445] and agrees to deliver a certificate at Closing to that effect which contains Seller's tax ID number or Green Card.

339 **18. CONSTRUCTION.**
340 Words and phrases shall be construed as in the singular or plural number, and as masculine, feminine or gender neutral,
341 according to the context. When the term "listing broker" is used, it refers to one of the following: a) a broker working for the
342 Seller under an agency listing contract; or b) a broker assisting the Seller as a transaction broker, whichever is appropriate.
343 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
344 agency agreement; b) a broker assisting the Buyer as a subagent of the Seller; or c) a broker assisting the Buyer as a transaction
345 broker, whichever is appropriate. The term "broker" shall include the broker's affiliated licensees (referred to as "salespeople").
346 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)
347 days per week.

348 **19. ACCESS, FINAL WALK-THROUGH AND UTILITIES.**
349 Seller agrees to permit inspections of the property by inspectors, contractors, termite inspectors, surveyors, engineers and
350 appraisers selected by Buyer as provided for in the contract, or inspections required by Buyer's lender or insurer, upon
351 reasonable advance notice to Seller. Buyer and selling broker may also be present during these inspections. Seller grants Buyer,
352 selling broker, and any inspector whose report prompted a request for repairs, the right to enter and walk-through the property,
353 and the right to have the utilities transferred to Buyer, within four (4) days prior to Closing. The purpose of the walk-through is
354 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
355 of this contract, and that repairs are completed in a workmanlike manner. Seller will arrange, at Seller's expense, to have all
356 utilities turned on during the period specified for any inspection and the walk-through, unless utilities have been transferred to
357 Buyer. Waiver of property and improvement inspections does not waive the right to a walk-through prior to Closing. The
358 Closing does not relieve Seller of Seller's obligation to complete improvements and repairs required by this contract.

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

364 **21. SPECIAL AGREEMENTS.**
365 Special agreements between Buyer and Seller forming a part of this contract: _____
366 _____
367 _____
368 _____
369 _____
370 _____
371 _____
372 _____

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

385 **23. SELLER'S DISCLOSURE STATEMENT. (Check one)**
 386 Buyer confirms that before signing this offer to purchase, Buyer has read a copy of the Seller's Disclosure Statement for
 387 this property. The Seller's Disclosure Statement is not a substitute for any inspection that Buyer may wish to obtain. Buyer
 388 is advised to address any concerns Buyer may have about information in the statement by use of contingencies in the
 389 contract.
 390 Seller agrees to provide Buyer with a Seller's Disclosure Statement within one (1) day after the "Acceptance Deadline"
 391 date. Buyer shall have three (3) days after the "Acceptance Deadline" date to review said statements and to declare in
 392 writing that the contract is terminated and the earnest money is to be returned to Buyer, subject to paragraph 12. Otherwise,
 393 this contingency shall be deemed as waived by Buyer.
 394 No Seller's Disclosure Statement will be provided by Seller.
 395 By his signature, Seller confirms that the information in the Seller's Disclosure Statement is accurate as of the date of this
 396 contract. Seller will fully and promptly disclose in writing any new material information pertaining to the property that is
 397 discovered at any time prior to Closing. Seller states that if Seller knows or should have known that the property was a lab,
 398 production or storage site for methamphetamine, or was the residence of a person convicted of crimes related to
 399 methamphetamine, Seller will attach a written description.
 400 **Note: The Seller's Disclosure Statement is not in any way incorporated into the terms of this contract**

401 **23. RELATIONSHIPS & COMMUNICATIONS DISCLOSURES.**
 402 Buyer and Seller confirm that disclosure of the licensee's relationship was made no later than the first showing of the property,
 403 upon first contact, or immediately upon the occurrence of a change to the relationship.
 404 **Note: Under MREC Rules and Regulations, one box must be checked in each of the following two sections by the Selling Licensee.**
 405 **Licensee assisting Seller is a: (Check appropriate box)**
 406 Seller's Agent: Licensee is acting on behalf of the Seller.
 407 Buyer's Agent: Licensee is acting on behalf of the Buyer.
 408 Dual Agent: Licensee is acting on behalf of both Seller and Buyer.
 409 Designated Agent: Licensee has been designated to act on behalf of the Seller.
 410 Transaction Broker Assisting Seller: Licensee is not acting on behalf of either Seller or Buyer.
 411 **Licensee Personal Interest Disclosure (Complete only if applicable):**
 412 _____ (insert name of licensee)
 413 estate broker or salesperson licensed in the state of _____ and is (Check one or more, as applicable)
 414 a party to this transaction; a principal of and/or has a direct or indirect ownership interest in Seller Buyer; and/or
 415 an immediate family member of Seller Buyer Other Specify: _____
 416 **Licensee assisting Buyer is a: (Check appropriate box)**
 417 Buyer's Agent: Licensee is acting on behalf of the Buyer.
 418 Seller's Agent: Licensee is acting on behalf of the Seller.
 419 Dual Agent: Licensee is acting on behalf of both Buyer and Seller.
 420 Designated Agent: Licensee has been designated to act on behalf of the Buyer.
 421 Transaction Broker Assisting Buyer: Licensee is not acting on behalf of either Buyer or Seller.
 422 Subagent of Seller: Licensee is acting on behalf of the Seller.
 423 **Licensee Personal Interest Disclosure (Complete only if applicable):**
 424 _____ (insert name of licensee) is a real
 425 estate broker or salesperson licensed in the state of _____ and is (Check one or more, as applicable)
 426 a party to this transaction; a principal of and/or has a direct or indirect ownership interest in Seller Buyer; and/or
 427 an immediate family member of Seller Buyer Other Specify: _____

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

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

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

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

433 _____
434 **Brokerage Firm Name Assisting Seller** **Brokerage Firm Name Assisting Buyer**

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

436 By (Signature): _____ By (Signature): _____

437 Licensee State License ID#: _____ Licensee State License ID#: _____

438 Date: _____ MLS ID: _____ Date: _____ MLS ID: _____

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

440 _____
441 BUYER SIGNATURE DATE BUYER SIGNATURE DATE

442 _____
443 Buyer Printed Name Buyer Printed Name

444 SELLER ACCEPTS THE TERMS SET FORTH IN THIS CONTRACT.

445 _____
446 SELLER SIGNATURE TIME and DATE SELLER SIGNATURE TIME and DATE

447 _____
448 Seller Printed Name Seller Printed Name

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

451 OR _____ (initials) WE REJECT THIS OFFER.

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