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Form # 2090

~~01/18~~ 01/19

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RESIDENTIAL SALE CONTRACT

DATE: _____

1 **1. PARTIES AND PROPERTY.**

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

6 **2. INCLUSIONS AND EXCLUSIONS.**

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

12 **Access to Property**

13 All Keys & Remote Entry Controls
14 Electric Garage Door Openers & Controls

15 **Exterior**

16 Exterior Lighting, Landscaping &
17 Mailbox
18 Invisible Pet Fence Systems & Collars

19 **System & Utilities**

20 Built-in Heating, Ventilating &
21 Cooling Systems
22 Security & Alarm Systems
23 Radiator Shields
24 Built-in Plumbing Systems & Fixtures
25 Water Softeners & Sump Pump
26 All Window Air Conditioning Units
27 Central Vacuum System & Attachments

12 **Kitchen/Cooking Related**

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

17 **Electrical, Lighting & TV Related**

18 All Lighting Fixtures & Ceiling Fans
19 Attached TV Antennas
20 Attached TV Mounts only
21 Flush Mounted Speakers
22 **Fire/Fireplace Related**
23 Artificial Fireplace Logs
24 Attached Fireplace Equipment & Doors

25 **Flooring Related**

26 Attached Floor Coverings

12 **Window/Wall Related**

13 Curtain /Drapery Hardware only
14 Blinds, Shades, Shutters & Awnings
15 Attached Mirrors & All Bathroom Mirrors
16 Attached Shelving/Closet Organizers
17 Screens & Storm Windows

19 **Miscellaneous**

20 All Articles Now Provided For Tenant Use
21 Remotes for All Included Items

28 In addition, the following items are included: _____

29 _____
30 The following items are excluded: _____

31 _____

32 **3. PURCHASE PRICE.**

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

34 \$ _____ earnest money (\$0 if none stated) **(check one)** received for delivery to **OR** to be delivered to
35 _____ escrow agent within
36 _____ days (3 days if none stated) after "Acceptance Deadline" date. Selling broker to be
37 escrow agent if none specified above.

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

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

43 **4. METHOD OF FINANCING.**

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

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

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

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

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

70 Seller agrees to pay, at Closing, a cost not to exceed _____ % of purchase price **OR** \$ _____
71 (\$0 if none stated) towards Buyer's closing costs, prepaids, points and other fees allowed by lender.

72 **5. CLOSING AND POSSESSION.**

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

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

- 90 Appraisal Rider (Form #2046) Possession by Buyer Prior to Closing (Form #2094)
91 Back-Up Contract (Form #2120) Possession by Seller After Closing (Form #2095)
92 Contingency for Sale & Closing of Buyer's Property (Form #2092) Rental Property Rider (Form #2096)
93 Contingency for Closing of Buyer's Property (Form #2092a) Residential Lease (Form #2118)
94 Condominium, Villas or Similar Lifestyle Communities (Form #2059) Review of Indentures/Restrictive Covenants (Form #2143)
95 FHA Loan Provision Rider (Form #2135FHA) VA Loan Provision Rider (Form #2135VA)
96 Other: _____ Other: _____

97 **7. FRANCHISE DISCLOSURE.**

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

100 **8. TITLE AND SURVEY.**

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

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

109 **Seller to Order, Provide and Purchase Title.** Note: Any Seller paid title costs set forth below are in addition to any
110 Seller paid costs in Paragraph 4.

111 Not later than _____ days (5 days if none stated) after the “Acceptance Deadline” date, Seller will order a commitment
112 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
113 insurance (if required by lender) in the latest ALTA form including mechanics lien coverage from the title company selected
114 in paragraph 5. Seller and Buyer authorize and direct the title company to furnish this commitment to the selling and listing
115 broker. Seller shall pay for the title insurance (including title premium and title service charges), at Closing, at a cost not to
116 exceed \$ _____. Buyer to pay title cost exceeding this amount.

117 **Buyer to Order, Provide and Purchase Title.**

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

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

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

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

128 If any defects are discovered as a result of the title examination, title commitment, or the survey, and if Buyer chooses to act on
129 this contingency, Buyer shall within _____ days (25 days if none stated) after the “Acceptance Deadline” date,
130 furnish a copy of the document evidencing the defect to Seller or listing broker stating, in writing, any title or survey defects that
131 are 1) unacceptable to Buyer; 2) not listed above; and 3) adversely affect the use of the property as it exists for residential purposes
132 at the time of the contract. Failure by Seller or listing broker to receive such objections to title or survey within such time will
133 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
134 policy in the latest ALTA form including mechanics lien coverage. If Buyer does timely object to any title or survey defects,
135 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
136 defects prior to Closing at Seller’s expense. If Seller does not so agree, this contract is terminated unless Buyer, within two (2)
137 additional days, agrees in writing to accept the title and survey “as is”. If the contract is terminated in accordance with the provisions
138 of this paragraph, Buyer’s earnest money is to be returned, subject to paragraph 12 and Seller agrees to reimburse Buyer’s cost to
139 pay for title, survey, inspection(s) and appraisal. Seller shall be responsible for clearing any defects that arise between the date of
140 the contract acceptance and Closing.

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

147 **9. ADJUSTMENTS AND CLOSING COSTS.**

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

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

- 151 • hazard insurance premium(s) and flood insurance premium, if required by lender;
- 152 • survey and title company charges (for example: Closing, recording, escrow, wire and closing protection letter fees) customarily paid by
153 Buyer, subject to paragraph 8;
- 154 • any charges imposed by lender (for example: appraisal and credit report fees, loan discount points, loan origination fees,
155 funding fees, and other loan expenses), unless specifically agreed to be paid by Seller;
- 156 • building, termite, and environmental inspections;
- 157 • 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;
- 158 • real estate compensation to broker per separate written agreement
- 159 • municipal occupancy permit; and
- 160 • agreed upon repairs.

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

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

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

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

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

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

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

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

208 Buyer acknowledges: 1) that listing broker and selling broker do not have expertise in determining any defects that may be
209 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
210 particular company for any inspections, warranties, and services; 3) that any inspections, warranties, and services may be available
211 from more than one company and that the determination to select a particular company and the completeness and satisfaction of
212 any said inspection, warranty or service is the sole responsibility of Buyer; 4) that when choosing an inspector, warranty, service
213 company, title company, lender, repair company, or any other service provider, Buyer should consider, but not be limited by, the
214 existence of errors and omissions insurance, liability insurance, business and professional licensure, membership in professional
215 associations and years of experience; 5) that there have been no warranties, express or implied, by Seller or real estate brokers

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

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

221 **10a. INSURABILITY.**

222 This contract is conditioned upon Buyer's ability to obtain homeowner/hazard insurance for the property. If within _____ days
223 (10 days if none stated) after the "Acceptance Deadline" date, Buyer does not deliver to Seller or Seller's broker a written notice
224 from an insurance company of Buyer's inability to obtain homeowner/hazard insurance on the property, this condition shall be
225 deemed waived and Buyer's performance under this contract shall thereafter not be conditioned upon Buyer's obtaining insurance.
226 If Buyer has complied with the terms of this paragraph and has timely provided written notice to Seller of Buyer's inability to
227 obtain such insurance, then this contract shall be terminated with earnest money to be returned to Buyer, subject to paragraph 12.
228 **Note: If an inspection by the Buyer's insurance company is required, it shall be completed prior to the date in line 222. If**
229 **the Buyer is obtaining a loan as referenced in paragraph 4 above, Buyer should communicate insurance information to**
230 **lender prior to Loan Contingency Date.**

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

232 Seller agrees to immediately request any compliance inspection(s) including municipality, conservation, fire district or any other
233 required governmental authority, at Seller's expense, when such inspection(s) are required. In the event the property and
234 improvements do not meet such requirements or pass such inspection(s), Seller must notify Buyer in writing within
235 _____ days (15 days if none stated) after the "Acceptance Deadline" date of any violations or requirements that Seller
236 will not correct. **Failure of Seller to notify Buyer within this period shall constitute an elimination of Seller's ability to**
237 **negotiate any violations or requirements of the inspections. In such event, Seller agrees to comply with all requirements of**
238 **the inspections prior to Closing.** In the event Seller notifies Buyer of Seller's refusal to correct all violations, Buyer and Seller
239 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
240 party will complete and pay for the required corrections, or to an agreed monetary adjustment at Closing in lieu of the correction.
241 **Note: A monetary adjustment may affect the terms of Buyer's loan, e.g. down payment, interest rate and private mortgage**
242 **insurance, and may also affect Buyer's ability to obtain an occupancy permit.** If no written agreement is reached within said ten
243 (10) days, this contract is terminated and earnest money to be returned to Buyer, subject to paragraph 12. A written commitment within
244 said ten (10) day period by Seller to make the required corrections, at Seller's expense prior to Closing, or a written commitment
245 within said ten (10) day period by Buyer to accept the property without correction by Seller of those violations contained in the
246 original list provided to Buyer by Seller shall also constitute an "agreement" for the purposes of this paragraph, even after earlier
247 negotiations failed to produce an agreement. In instances where the Buyer must make the occupancy permit request (application)
248 to initiate the inspection process, Buyer agrees to do so within four (4) days after the "Acceptance Deadline" date. Nothing herein
249 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
250 cautioned not to rely on government inspections but should satisfy himself as to the condition of the property (see paragraph 10).
251 Governmental jurisdictions vary in their occupancy requirements, including the time for applying for the permit and the number
252 of occupants permitted. Buyer intends to have no more than _____ persons occupy the property.

253 **11a. LAWN IRRIGATION SYSTEM / BACK FLOW CERTIFICATION.**

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

257 **12. EARNEST MONEY.**

258 Buyer and Seller agree that the earnest money received by the escrow agent in connection with this contract shall be deposited
259 within ten (10) banking days after the "Acceptance Deadline" date. Additional earnest money, if applicable, is to be deposited by
260 escrow agent within ten (10) banking days after receipt. Any earnest money received within ten (10) banking days prior to the
261 scheduled Closing date, shall be in the form of a cashier's check or any other form acceptable to the escrow agent.
262 If sale is closed, earnest money to apply to the purchase. If any earnest money is being returned to Buyer, Buyer agrees that any
263 expenses for services requested by Buyer may be withheld by escrow agent and paid to the applicable service provider(s).
264 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
265 its escrow account until: 1) escrow agent has a written release from all parties consenting to its disposition; or 2) until a civil
266 action is filed to determine its disposition (at which time payment may be made into court, and in such event, court costs and
267 escrow agent's attorney fees will be paid from earnest money); or 3) until a final court judgment mandates its disposition; or 4) as
268 may be required by applicable law. The parties specifically acknowledge and agree that whenever ownership of the earnest money
269 or any other escrowed funds, received by a Missouri licensed real estate broker, is in dispute between parties, said broker is
270 required by Missouri Statute, Section 339.105.4 RSMo to report and deliver the monies to the State Treasurer within 365 days of the
271 initial projected Closing date. Broker shall not report and deliver any such monies to the State Treasurer until at least sixty (60) days
272 after the initial projected Closing date.
273 **Note: An escrow agent who is not a licensed real estate broker is not bound by Missouri statutes and regulations regarding**
274 **earnest money deposits. If the escrow agent is not a licensed broker, parties are urged to have the escrow agent agree in**
275 **writing to be bound by the provisions of this contract before being named as the escrow agent.**

276 **13. REMEDIES.**

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

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

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

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

291 **14. LOSS.**

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

310 **15. ASSIGNABILITY OF CONTRACT.**

311 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
312 trust as part of the purchase price, or b) Buyer is assuming the existing note. Assignment does not relieve the parties from their
313 obligations under the contract.

314 **16. MISCELLANEOUS PROVISIONS.**

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

321 **17. FOREIGN INVESTMENT (FIRPTA).**

322 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]
323 and agrees to deliver a certificate at Closing to that effect which contains Seller's tax ID number or Green Card.

324 **18. CONSTRUCTION.**

325 Words and phrases shall be construed as in the singular or plural number, and as masculine, feminine or gender neutral, according
326 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
327 an agency listing contract; or b) a broker assisting the Seller as a transaction broker, whichever is appropriate. When the term
328 "selling broker" is used, it refers to one of the following: a) a broker working for the Buyer under a buyer's agency agreement;
329 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
330 appropriate. The term "broker" shall include the broker's affiliated licensees (referred to as "salespeople"). With the exception of
331 the term "banking days" as used in paragraph 12, a day is defined as a 24-hour calendar day, seven (7) days per week.

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

333 Seller agrees to permit inspections of the property by inspectors, contractors, termite inspectors, surveyors, engineers and
334 appraisers selected by Buyer as provided for in the contract, or inspections required by Buyer's lender or insurer, upon reasonable
335 advance notice to Seller. Buyer and selling broker may also be present during these inspections. Seller grants Buyer, selling
336 broker, and any inspector whose report prompted a request for repairs, the right to enter and walk-through the property, and the
337 right to have the utilities transferred to Buyer, within four (4) days prior to Closing. The purpose of the walk-through is only for
338 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
339 contract, and that repairs are completed in a workmanlike manner. Seller will arrange, at Seller's expense, to have all utilities
340 turned on during the period specified for any inspection and the walk-through, unless utilities have been transferred to Buyer.
341 Waiver of property and improvement inspections does not waive the right to a walk-through prior to Closing. The Closing does
342 not relieve Seller of Seller's obligation to complete improvements and repairs required by this contract.

343 **20. FLOOD PLAIN.**

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

348 **21. SPECIAL AGREEMENTS.**

349 Special agreements between Buyer and Seller forming a part of this contract: _____
350 _____
351 _____
352 _____
353 _____
354 _____
355 _____
356 _____

357 **22. SQUARE FOOTAGE AND LOT SIZE DISCLOSURE.**

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

413 Buyer and Seller acknowledge that they have received and read the Missouri Real Estate Commission Broker Disclosure Form.
414 By signing below, the licensees confirm making disclosure of the brokerage relationship to the appropriate parties.
415 All parties agree that this transaction can be conducted by electronic/digital signatures, according to the Uniform Electronic
416 Transaction Act as adopted by the State of Missouri.

417 _____
418 **Brokerage Firm Name Assisting Buyer** **Brokerage Firm Name Assisting Seller**
419 **Broker's Firm State License ID#:** _____ **Broker's Firm State License ID#:** _____
420 **By (Signature):** _____ **By (Signature):** _____
421 **Printed Name:** _____ **Printed Name:** _____
422 **Licensee State License ID#:** _____ **Licensee State License ID#:** _____
423 **Date:** _____ **MLS ID:** _____ **Date:** _____ **MLS ID:** _____
424 **OFFER to be accepted by Seller by:** _____ **m of** _____

425 _____
426 **BUYER SIGNATURE** **DATE** **BUYER SIGNATURE** **DATE**
427 _____
428 **Buyer Printed Name** **Buyer Printed Name**

429 **SELLER ACCEPTS THE TERMS SET FORTH IN THIS CONTRACT.**

430 _____
431 **SELLER SIGNATURE** **TIME and DATE** **SELLER SIGNATURE** **TIME and DATE**
432 _____
433 **Seller Printed Name** **Seller Printed Name**
434

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

437 **OR** _____ **(initials) WE REJECT THIS OFFER.**

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