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If you do not understand it, consult your attorney.
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Form # 2043

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01/18-01/19

SPECIAL SALE CONTRACT

DATE: _____

1 **Note: This form does not have many clauses protecting Buyers included in the Residential Sale Contract, Form #2090. It**
2 **should normally be used only for the sale of property without provision for building, termite, environmental, gas,**
3 **municipal, insurability, and other inspections. Regardless of whether Seller's Disclosure Form is to be provided, Seller is**
4 **still obligated to comply with Federal and State laws which require disclosure of certain defects, hazardous conditions and**
5 **adverse material facts.**

6 **1. PARTIES AND PROPERTY.**

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

11 **2. INCLUSIONS AND EXCLUSIONS.**

12 The purchase price includes all existing improvements on the property (if any) and appurtenances, fixtures and equipment (which
13 Seller guarantees to own free and clear) including:

14 **Note: To avoid misunderstanding, the parties are urged to list as "included" or "excluded" any items which may be subject**
15 **to any questions.**

16 In addition, the following items are included: _____

17
18 The following items are excluded: _____

19
20 **3. PURCHASE PRICE.**

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

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

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

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

31 **4. METHOD OF FINANCING.**

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

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

37 **Contingent Upon Financing.** Buyer agrees to do all things necessary, including, but not limited to the execution of a loan
38 application and other instruments, the payment to the lender of the credit report, appraisal and any other required fees, and to
39 otherwise cooperate fully in order to obtain the financing described below. If Buyer does not deliver written notice, provided
40 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
41 before _____ (or 30 days after the "Acceptance Deadline" date if none stated) (the Loan
42 Contingency Date) then this condition shall be deemed waived and Buyer's performance under this contract shall thereafter
43 not be conditioned upon Buyer's obtaining financing. If lender will not give Buyer such written notice then Buyer may directly
44 notify Seller or listing broker (on or before the Loan Contingency Date) by providing a notarized affidavit that Buyer has

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

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

106 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
107 contingency, Buyer shall within _____ days (25 days if none stated) after the "Acceptance Deadline" date, furnish a
108 copy of the document evidencing the defect to Seller or listing broker stating, in writing, any title or survey defects that are 1)
109 unacceptable to Buyer; 2) not listed above; and 3) adversely affect the use of the property as it exists for residential
110 purposes at the time of the contract. Failure by Seller or listing broker to receive such objections to title or survey within such time
111 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
112 insurance policy in the latest ALTA form including mechanics lien coverage. If Buyer does timely object to any title or survey
113 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
114 the defects prior to Closing at Seller's expense. If Seller does not so agree, this contract is terminated unless Buyer, within two (2)
115 additional days, agrees in writing to accept the title and survey "as is". If the contract is terminated in accordance with the provisions
116 of this paragraph, Buyer's earnest money to be returned, subject to paragraph 12, and Seller agrees to reimburse Buyer's cost to
117 pay for title, survey, inspection(s) and appraisal. Seller shall be responsible for clearing any defects that arise between the date of
118 the contract acceptance and Closing.

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

125 **7. FRANCHISE DISCLOSURE.**

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

128 **8. ADJUSTMENTS AND CLOSING COSTS.**

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

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

- 132 • hazard insurance premium(s) and flood insurance premium, if required by lender;
- 133 • survey and title company charges (for example: Closing, recording, escrow, wire and closing protection letter
134 fees) customarily paid by Buyer, subject to paragraph 8;
- 135 • any charges imposed by lender (for example: appraisal and credit report fees, loan discount points, loan origination fees,
136 funding fees, and other loan expenses), unless specifically agreed to be paid by Seller;
- 137 • building, termite, and environmental inspections;
- 138 • 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;
- 139 • real estate compensation to broker per separate written agreement;
- 140 • municipal, Conservation District and fire district inspection fees;
- 141 • municipal occupancy permit; and
- 142 • agreed upon repairs.

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

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

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

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

160 **9. LOSS.**

161 Risk of loss to the improvements of the property shall be borne by the Seller until title is transferred. If any improvements covered
162 by this contract are damaged or destroyed, Seller shall immediately notify Buyer or selling broker in writing of the damage or
163 destruction, the amount of insurance proceeds payable, if any, and whether Seller intends to restore the property prior to Closing,
164 to its condition at the time of the contract. In the event Seller restores the property to its prior condition before scheduled Closing,
165 and provides Buyer with proof of the repairs, Buyer and Seller shall proceed with Closing. In the event the property is not to be
166 restored to its prior condition by the Seller before Closing, Seller shall immediately provide Buyer or selling broker with a copy of
167 any policies of insurance, the name and number of the agent for each of said policies, and written authorization (if needed) for
168 Buyer to communicate with the insurer. Buyer may either a) proceed with Closing and be entitled to the amount of insurance
169 proceeds relating to real property improvements, if any, payable to Seller under all policies insuring the improvements plus receive
170 a credit from the Seller at Closing in an amount equal to the deductible not covered by insurance, or b) terminate the contract,
171 thereby releasing all parties from liability hereunder. If all of the aforementioned insurance information is received by the Buyer or
172 selling broker more than ten (10) days prior to the scheduled Closing date, Buyer is to give written notification to Seller or listing
173 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
174 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
175 and by written notice to Seller or listing broker, extend the Closing date up to ten (10) days, during which time Buyer may make
176 his election as to (a) or (b) above. Failure by Buyer to notify Seller shall constitute an election to terminate the contract. If the
177 contract is terminated in accordance with the provisions of this paragraph, Buyer's earnest money is to be returned to Buyer, subject
178 to paragraph 12, and Seller agrees to reimburse Buyer's cost to pay for title, survey, inspection(s) and appraisal.

179 **10. ASSIGNABILITY OF CONTRACT.**

180 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
181 as part of the purchase price, or b) Buyer is assuming the existing note. Assignment does not relieve the parties from their obligations
182 under this contract.

183 **11. MISCELLANEOUS PROVISIONS.**

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

190 **12. EARNEST MONEY.**

191 Buyer and Seller agree that the earnest money received by the escrow agent in connection with this contract shall be deposited
192 within ten (10) banking days after the "Acceptance Deadline" date. Additional earnest money, if applicable, is to be deposited by
193 escrow agent within ten (10) banking days after receipt. Any earnest money received within ten (10) banking days prior to the
194 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
195 closed, earnest money to apply to the purchase. If any earnest money is being returned to Buyer, Buyer agrees that any expenses
196 for services requested by Buyer may be withheld by escrow agent and paid to the applicable service provider(s). In the event of a
197 dispute over any earnest money held by the escrow agent, the escrow agent shall continue to hold said deposit in its escrow account
198 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
199 its disposition (at which time payment may be made into court, and in such event, court costs and escrow agent's attorney fees will
200 be paid from earnest money); or 3) until a final court judgment mandates its disposition; or
201 4) as may be required by applicable law. The parties specifically acknowledge and agree that whenever ownership of the earnest
202 money or any other escrowed funds, received by a Missouri licensed real estate broker, is in dispute between the parties, said broker
203 is required by Missouri Statute, Section 339.105.4RSMo to report and deliver the monies to the State Treasurer within 365 days of
204 the initial projected Closing date. Broker shall not report and deliver any such monies to the State Treasurer until at least sixty (60)
205 days after the initial projected Closing date.

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

209 **13. REMEDIES.**

210 If either party defaults in the performance of any obligation of this contract, the party claiming a default shall notify the other party
211 in writing of the nature of the default and his election of remedy. The notifying party may, but is not required to, provide the
212 defaulting party with a deadline for curing the default. If the default is by Buyer, Seller may either accept the earnest money as
213 liquidated damages and release Buyer from the contract (in lieu of making any claim in court), or may pursue any remedy at law or
214 in equity. If Seller accepts the earnest money, it shall be divided as follows: expenses of broker and Seller in this transaction will be
215 reimbursed, and balance to go one-half to Seller, and one-half divided equally between listing broker and selling broker (if working as
216 subagent of Seller) in lieu of commission on this contract.

269 **20. SELLER'S DISCLOSURE STATEMENT. (Check one)**
 270 Buyer confirms that before signing this offer to purchase, Buyer has read a copy of the Seller's Disclosure Statement for this
 271 property. The Seller's Disclosure Statement is not a substitute for any inspection that Buyer may wish to obtain. Buyer is
 272 advised to address any concerns Buyer may have about information in the statement by use of contingencies in the contract.
 273 Seller agrees to provide Buyer with a Seller's Disclosure Statement within one (1) day after the "Acceptance Deadline" date.
 274 Buyer shall have three (3) days after the "Acceptance Deadline" date to review said statements and to declare in writing that
 275 the contract is terminated and the earnest money is to be returned to Buyer, subject to paragraph 12. Otherwise, this contingency
 276 shall be deemed as waived by Buyer.
 277 No Seller's Disclosure Statement will be provided by Seller.
 278 By his signature, Seller confirms that the information in the Seller's Disclosure Statement is accurate as of the date of this contract.
 279 Seller will fully and promptly disclose in writing any new material information pertaining to the property that is discovered at any
 280 time prior to Closing. Seller states that if Seller knows or should have known that the property was a lab, production or storage site
 281 for methamphetamine, or was the residence of a person convicted of crimes related to methamphetamine, Seller will attach a written
 282 explanation.
 283 **Note: The Seller's Disclosure Statement is not in any way incorporated into the terms of this contract.**

284 **21. RELATIONSHIPS AND COMMUNICATION DISCLOSURES.**
 285 Buyer and Seller confirm that disclosure of the licensee's relationship was made no later than the first showing of the property,
 286 upon first contact, or immediately upon the occurrence of a change to the relationship.
 287 **Note: Under MREC Rules and Regulations, one box must be checked in each of the following two sections by the**
 288 **Selling Licensee.**

289 **Licensee assisting Seller is a: (Check appropriate box)**
 290 Seller's Agent: Licensee is acting on behalf of the Seller.
 291 Buyer's Agent: Licensee is acting on behalf of the Buyer.
 292 Dual Agent: Licensee is acting on behalf of both Seller and Buyer.
 293 Designated Agent: Licensee has been designated to act on behalf of the Seller.
 294 Transaction Broker Assisting Seller: Licensee is not acting on behalf of either Seller or Buyer.
 295 **Licensee Personal Interest Disclosure: (Complete only if applicable)**
 296 _____ (insert name of licensee) is a real
 297 estate broker or salesperson licensed in the state of _____ and is (Check one or more, as applicable)
 298 a party to this transaction; a principal of and/or has a direct or indirect ownership interest with Seller Buyer; and/or
 299 an immediate family member of Seller Buyer Specify: _____

300 **Licensee assisting Buyer is a: (Check appropriate box)**
 301 Buyer's Agent: Licensee is acting on behalf of the Buyer.
 302 Seller's Agent: Licensee is acting on behalf of the Seller.
 303 Dual Agent: Licensee is acting on behalf of both Buyer and Seller.
 304 Designated Agent: Licensee has been designated to act on behalf of the Buyer.
 305 Transaction Broker Assisting Buyer: Licensee is not acting on behalf of either Buyer or Seller.
 306 Subagent of Seller: Licensee is acting on behalf of the Seller.
 307 **Licensee Personal Interest Disclosure: (Complete only if applicable)**
 308 _____ (insert name of licensee) is a real
 309 estate broker or salesperson licensed in the state of _____ and is (Check one or more, as applicable)
 310 a party to this transaction; a principal of and/or has a direct or indirect ownership interest with Seller Buyer; and/or
 311 an immediate family member of Seller Buyer Specify: _____

312 **Sources of compensation to Broker(s), including commissions and/or other fees: Seller Buyer**

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

317 _____
318 **Brokerage Firm Name Assisting Buyer** **Brokerage Firm Name Assisting Seller**
319 **Broker's Firm State License ID#:** _____ **Broker's Firm State License ID#:** _____
320 **By (Signature):** _____ **By (Signature):** _____
321 **Printed Name:** _____ **Printed Name:** _____
322 **Licensee State License ID#:** _____ **Licensee State License ID#:** _____
323 **Date:** _____ **MLS ID:** _____ **Date:** _____ **MLS ID:** _____
324 **OFFER to be accepted by Seller by:** _____ **m of** _____.

325 _____
326 **BUYER SIGNATURE** **DATE** **BUYER SIGNATURE** **DATE**
327 _____
328 **Buyer Printed Name** **Buyer Printed Name**

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

330 _____
331 **SELLER SIGNATURE** **TIME and DATE** **SELLER SIGNATURE** **TIME and DATE**
332 _____
333 **Seller Printed Name** **Seller Printed Name**

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

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

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