

- 160 • district improvement assessments for current year; Buyer to pay thereafter;
161 • subdivision upkeep assessments and monthly condominium fee;
162 • interest (when Buyer assumes existing loan); and
163 • flat rate utility charges (including water, sewer, and trash).

164 **9. LOSS.**

165 Risk of loss to the improvements of the property shall be borne by the Seller until title is transferred. If any improvements covered
166 by this contract are damaged or destroyed, Seller shall immediately notify Buyer or selling broker in writing of the damage or
167 destruction, the amount of insurance proceeds payable, if any, and whether Seller intends to restore the property prior to Closing,
168 to its condition at the time of the contract. In the event Seller restores the property to its prior condition before scheduled Closing,
169 and provides Buyer with proof of the repairs, Buyer and Seller shall proceed with Closing. In the event the property is not to be
170 restored to its prior condition by the Seller before Closing, Seller shall immediately provide Buyer or selling broker with a copy of
171 any policies of insurance, the name and number of the agent for each of said policies, and written authorization (if needed) for
172 Buyer to communicate with the insurer. Buyer may either a) proceed with Closing and be entitled to the amount of insurance
173 proceeds relating to real property improvements, if any, payable to Seller under all policies insuring the improvements plus receive
174 a credit from the Seller at Closing in an amount equal to the deductible not covered by insurance, or b) terminate the contract,
175 thereby releasing all parties from liability hereunder. If all of the aforementioned insurance information is received by the Buyer
176 or selling broker more than ten (10) days prior to the scheduled Closing date, Buyer is to give written notification to Seller or
177 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
178 information; and if not received by Buyer or selling broker more than ten (10) days prior to the scheduled Closing date, Buyer
179 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
180 time Buyer may make his election as to (a) or (b) above. Failure by Buyer to notify Seller shall constitute an election to terminate
181 the contract. If the contract is terminated in accordance with the provisions of this paragraph, Buyer's earnest money is to be
182 returned, subject to paragraph 12. Seller agrees to reimburse Buyer's cost to pay for title, survey, inspection(s) and appraisal.

183 **10. ASSIGNABILITY OF CONTRACT.**

184 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
185 trust as part of the purchase price, or b) Buyer is assuming the existing note. Assignment does not relieve the parties from their
186 obligations under this contract.

187 **11. MISCELLANEOUS PROVISIONS.**

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

194 **12. EARNEST MONEY.**

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

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

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wish to have verifiable and accurate information about the total square footage of the property, you should retain a qualified professional appraiser to measure the property according to the measurement standard that the appraiser deems appropriate. The price per square foot for any property is a calculation based upon, among other things, total square footage, so price per square foot also is only an approximation and is subject to the same uncertainties and limitations described in this paragraph. If you wish to have verifiable and accurate information on lot size you should retain a licensed surveyor.

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

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

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

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

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21. RELATIONSHIPS AND COMMUNICATION DISCLOSURES.

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

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

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Licensee assisting Seller is a: (Check appropriate box)

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

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Licensee Personal Interest Disclosure: (Complete only if applicable)

_____ (insert name of licensee) is a real estate broker or salesperson licensed in the state of _____ and is (Check one or more, as applicable)

- a party to this transaction; a principal of and/or has a direct or indirect ownership interest with Seller Buyer; and/or
- an immediate family member of Seller Buyer Other Specify: _____

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Licensee assisting Buyer is a: (Check appropriate box)

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

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Licensee Personal Interest Disclosure: (Complete only if applicable)

_____ (insert name of licensee) is a real estate broker or salesperson licensed in the state of _____ and is (Check one or more, as applicable)

- a party to this transaction; a principal of and/or has a direct or indirect ownership interest with Seller Buyer; and/or
- an immediate family member of Seller Buyer Other Specify: _____

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

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

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

327 _____
328 **BUYER SIGNATURE** **DATE** **BUYER SIGNATURE** **DATE**
329 _____
330 **Buyer Printed Name** **Buyer Printed Name**

331 **SELLER ACCEPTS THE TERMS SET FORTH IN THIS CONTRACT.**
332 _____
333 **SELLER SIGNATURE** **TIME and DATE** **SELLER SIGNATURE** **TIME and DATE**
334 _____
335 **Seller Printed Name** **Seller Printed Name**

336 **OR** _____ **(initials) WE REJECT THIS OFFER AND MAKE A COUNTEROFFER.**
337 **(use Form #2164 Sale Contract Counteroffer Form).**
338 **OR** _____ **(initials) WE REJECT THIS OFFER.**
339 **Note: Unless otherwise agreed in writing, "Acceptance Deadline" is defined as the date for acceptance which was provided to**
340 **the last party whose signature resulted in a contract (even if that signature was obtained before the deadline).**