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If you do not understand it, consult your attorney.
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Form # 2090 07/21

RESIDENTIAL SALE CONTRACT

DATE: _____

1. PARTIES AND PROPERTY.

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

2. INCLUSIONS AND EXCLUSIONS.

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

Access to Property

All Keys & Remote Entry Controls
Electric 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
Screens & Storm Windows

Miscellaneous

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

In addition, the following items are included: _____

The following items are excluded: _____

3. PURCHASE PRICE.

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

\$ _____ earnest money (\$0 if none stated) (check one) received for delivery to 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 the "Acceptance Deadline" date (15 days if none stated) or _____.

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

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

223 **10a. INSURABILITY.**

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

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

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

255 **11a. LAWN IRRIGATION SYSTEM / BACK FLOW CERTIFICATION.**

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

259 **12. EARNEST MONEY.**

260 Buyer and Seller agree that the earnest money received by the escrow agent in connection with this contract shall be deposited
261 within ten (10) banking days after the “Acceptance Deadline” date. Additional earnest money, if applicable, is to be deposited by
262 escrow agent within ten (10) banking days after receipt. Any earnest money received within ten (10) banking days prior to the
263 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,
264 earnest money to apply to the purchase. If any earnest money is being returned to Buyer, Buyer agrees that any expenses for
265 services requested by Buyer may be withheld by escrow agent and paid to the applicable service provider(s). In the event of a
266 dispute over any earnest money held by the escrow agent, the escrow agent shall continue to hold said deposit in its escrow account
267 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
268 its disposition (at which time payment may be made into court, and in such event, court costs and escrow agent’s attorney fees will
269 be paid from earnest money); or 3) until a final court judgment mandates its disposition; or 4) as may be required by applicable
270 law. The parties specifically acknowledge and agree that whenever ownership of the earnest money or any other escrowed funds,
271 received by a Missouri licensed real estate broker, is in dispute between the parties, said broker is required by Missouri Statute,
272 Section 339.105.4 RSMo to report and deliver the monies to the State Treasurer within 365 days of the initial projected Closing
273 date. Broker shall not report and deliver any such monies to the State Treasurer until at least sixty (60) days after the initial projected
274 Closing date.

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

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13. REMEDIES.

If either party defaults in the performance of any obligation of this contract, the party claiming a default shall notify the other party in writing of the nature of the default and his election of remedy. The notifying party may, but is not required to, provide the defaulting party with a deadline for curing the default. If the default is by Buyer, Seller may either accept the earnest money as liquidated damages and release Buyer from the contract (in lieu of making any claim in court), or may pursue any remedy at law or in equity. If Seller accepts the earnest money, it shall be divided as follows: expenses of broker and Seller in this transaction will be reimbursed, and balance to go one-half to Seller, and one-half divided equally between listing broker and selling broker (if working as subagent of Seller) in lieu of commission on this contract. If the default is by Seller, Buyer may either release Seller from liability upon Seller's release of the earnest money and reimbursement to Buyer for all direct costs and expenses, as specified in Buyer's notice of default (in lieu of making any claim in court), or may pursue any remedy at law and in equity, including enforcement of sale. Buyer's release of Seller does not relieve Seller of his liability to brokers under the listing contract. In the event of litigation between the parties, the prevailing party shall recover, in addition to damages or equitable relief, the cost of litigation including reasonable attorney's fee. This provision shall survive Closing and delivery of Seller's deed to Buyer.

14. LOSS.

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

15. ASSIGNABILITY OF CONTRACT.

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

16. MISCELLANEOUS PROVISIONS.

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

17. FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT (FIRPTA).

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

18. CONSTRUCTION.

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

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 appraisers
334 selected by Buyer as provided for in the contract, or inspections required by Buyer's lender or insurer, upon reasonable advance
335 notice to Seller. Buyer and selling broker may also be present during these inspections. Seller grants Buyer, selling broker, and any
336 inspector whose report prompted a request for repairs, the right to enter and walk-through the property, and the right to have the
337 utilities transferred to Buyer, within four (4) days prior to Closing. The purpose of the walk-through is only for the Buyer to confirm
338 that the property is in the same condition, ordinary wear and tear excepted, as it was on the date of this contract, and that repairs
339 are completed in a workmanlike manner. Seller will arrange, at Seller's expense, to have all utilities turned on during the period
340 specified for any inspection and the walk-through, unless utilities have been transferred to Buyer. Waiver of property and
341 improvement inspections does not waive the right to a walk-through prior to Closing. The Closing does not relieve Seller of Seller's
342 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 to
345 Buyer in writing prior to contract. If terminated, earnest money to be returned to Buyer, subject to paragraph 12. Failure by Buyer
346 to terminate within 10 days of actual knowledge of 100-year flood plain, or by Closing, whichever occurs first, shall be deemed a
347 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 **22. SQUARE FOOTAGE AND LOT SIZE DISCLOSURE.**

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

368 **23. SELLER'S DISCLOSURE STATEMENT. (Check one)**

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

377 By his signature, Seller confirms that the information in the Seller's Disclosure Statement is accurate as of the date of this contract.

378 Seller will fully and promptly disclose in writing any new material information pertaining to the property that is discovered at any

379 time prior to Closing. Seller states that if Seller knows or should have known that the property was a lab, production or storage

380 site for methamphetamine, or was the residence of a person convicted of crimes related to methamphetamine, Seller will attach a

381 written description.

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

383 **24. RELATIONSHIPS & COMMUNICATIONS DISCLOSURES.**

384 Buyer and Seller confirm that disclosure of the licensee's relationship was made no later than the first showing of the property,

385 upon first contact, or immediately upon the occurrence of a change to the relationship.

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

387 **Licensee.**

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

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

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

395 _____(insert name of licensee) is a real

396 estate broker or salesperson licensed in the state of _____ and is (Check one or more, as applicable)

397 a party to this transaction; a principal of and/or has a direct or indirect ownership interest with Seller Buyer; and/or

398 an immediate family member of Seller Buyer Other Specify: _____

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

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

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

407 _____(insert name of licensee) is a real

408 estate broker or salesperson licensed in the state of _____ and is (Check one or more, as applicable)

409 a party to this transaction; a principal of and/or has a direct or indirect ownership interest with Seller Buyer; and/or

410 an immediate family member of Seller Buyer Other Specify: _____

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

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

413 By signing below, the licensees confirm making disclosure of the brokerage relationship to the appropriate parties.
414 All Parties agree that this transaction can be conducted by electronic/digital signatures, according to the Uniform Electronic
415 Transaction Act as adopted by the state of Missouri.

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

424	_____	_____
425	BUYER SIGNATURE	BUYER SIGNATURE
	DATE	DATE

426	_____	_____
427	Buyer Printed Name	Buyer Printed Name

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

429	_____	_____
430	SELLER SIGNATURE	SELLER SIGNATURE
	TIME and DATE	TIME and DATE

431	_____	_____
432	Seller Printed Name	Seller Printed Name

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

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

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