

FORM 2090 RESIDENTIAL SALE CONTRACT COMPARISON CHART

Current Version: 09/15
Proposed New Version: 01/18

New Language
~~Deleted Language~~

Heading at top of page 1-Current Language

This document has legal consequences.
If you do not understand it, consult your attorney.

Heading at top of page 1-Proposed New Language

This document has legal consequences.
If you do not understand it, consult your attorney.

The text of this form may not be altered in any manner
without written acknowledgement of all parties

Bottom of each page except page 9-Proposed New Language

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

Section 2 Inclusions and Exclusions (lines 6-11)-Current Language

INCLUSIONS AND EXCLUSIONS

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

Section 2 Inclusions and Exclusions (lines 6-11)-Proposed New Language

INCLUSIONS AND EXCLUSIONS

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

Section 2 Inclusions and Exclusions (lines 12-27)-Current Language

Access to Property	Kitchen/Cooking Related	Window/Wall Related
All Keys and Remote Entry Controls	Dishwashers & Trash Compactors	Curtain & Drapery Hardware
Electric Garage Door Openers & Controls	Ovens/Ranges/Stoves and Attachments	Screens & Storm Windows
Exterior	Built in Microwave Ovens	Attached Mirrors & All Bathroom Mirrors
Exterior Lighting, Landscaping &	Attached Gas Fired Barbecue Grills	Attached Shelving/Closet Organizers
Mailbox	Electrical, Lighting & TV Related	Blinds, Shades, Shutters, & Awnings
Invisible Pet Fence Systems & Collars	All Lighting Fixtures & Ceiling Fans	Miscellaneous
Systems & Utilities	Attached TV Antennas	All Articles Now Provided For Tenant Use
Built in Heating, Ventilating &	Fire/Fireplace Related	
Cooling Systems	Artificial Fireplace Logs	
Security & Alarm Systems	Attached Fireplace Equipment & Doors	
Radiator Shields	Flooring Related	
Built in Plumbing Systems & Fixtures	Attached Floor Coverings	
Water Softeners & Sump Pump		
All Window Air Conditioning Units		
Central Vacuum System & Attachments		

Section 2 Inclusions and Exclusions (lines 12-27)-Proposed New Language

Access to Property

All Keys & Remote Entry Controls
Garage Door Openers & Controls

Exterior

Exterior Lighting, Landscaping & Mailbox
Invisible Pet Fence Systems & Collars

System & Utilities

Built-in Heating, Ventilating & Cooling Systems
Security & Alarm Systems
Radiator Shields
Built-in Plumbing Systems & Fixtures
Water Softeners & Sump Pump
All Window Air Conditioning Units
Central Vacuum System & Attachments

Kitchen/Cooking Related

Dishwashers & Trash Compactors
Ovens/Ranges/Stoves and Attachments
Built-in Microwave Ovens

Attached Gas Fired Barbecue Grills

Electrical, Lighting & TV Related

All Lighting Fixtures & Ceiling Fans
Attached TV Antennas

Attached TV Mounts only

Flush Mounted Speakers

Fire/Fireplace Related

Artificial Fireplace Logs
Attached Fireplace Equipment & Doors

Flooring Related

Attached Floor Coverings

Window/Wall Related

Curtain & / Drapery Hardware only
Blinds, Shades, Shutters & Awnings
Screens & Storm Windows
Attached Mirrors & All Bathroom Mirrors
Attached Shelving/Closet Organizers
~~Blinds, Shades, Shutters & Awnings~~

Miscellaneous

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

Section 3 Purchase Price (lines 32-41)-Current Language

PURCHASE PRICE.

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

\$ _____ earnest money received for delivery to/deposit by _____
_____, escrow agent. Selling broker to be escrow agent if none specified above.

\$ _____ additional earnest money to be delivered to escrow agent within _____ days after the "Acceptance Deadline" date or _____.

The balance, including adjustments set forth in paragraphs 4 or 9, less, if applicable, any amount of Seller financing or of Seller's loan being assumed as stipulated in this contract, is to be paid at Closing, by cashier's check, wire transfer or any form acceptable to Closing agent.

Section 3 Purchase Price (lines 33-43)-Proposed New Language

PURCHASE PRICE.

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

\$ _____ earnest money (\$0 if none stated) (check one) received or to be delivered to _____ escrow agent within _____ days (3 days if none stated) after "Acceptance Deadline" date. Selling broker to be escrow agent if none specified above.

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

The balance, including ~~the any~~ adjustments set forth in paragraphs 4 or 9, this contract, less, ~~if applicable~~, any amount of Seller financing or of Seller's loan being assumed as stipulated in this contract, if applicable, is to be paid at Closing, by cashier's check, wire transfer or any form acceptable to Closing agent.

Section 4 Method of Financing (lines 64-68)-Current Language

Other terms: _____

TYPE: Conventional FHA VA
 Fixed Rate Adjustable Rate Other: _____

Section 4 Method of Financing (66-72)-Proposed New Language

Other terms (none if blank): _____

LOAN TYPE: (Check applicable) Conventional FHA VA Other: _____

RATE TYPE: (Check applicable) Fixed Rate Adjustable Rate Other: _____

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

Section 5 Closing and Possession (lines 77-79)-Current Language

deliver possession of the property and keys to Buyer no later than _____ (time) of _____ (date) but in no event prior to Closing as defined above. All parties agree to sign Closing documents at a time that facilitates this possession.

Section 5 Closing and Possession (lines 81-83)-Proposed New Language

deliver possession of the property and keys to Buyer no later than (check one): Closing or _____ m (time) of _____ (date) **but in no event prior to Closing as defined above. All parties agree to sign Closing documents at a time that facilitates this possession.**

Added to end of Section 5: Note: Parties are cautioned to always call to confirm instructions before sending any funds via wire transfer.

SECTION 7 NOW FRANCHISE DISCLOSURE

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

Section 9 Adjustments and Closing Costs (150-152, 161 & 168)-Current Language

- 150-152-•survey and title company charges (including Closing, recording and escrow fees) customarily paid by Buyer, subject to paragraph 8;
- any charges imposed by lender, for example: appraisal and credit report fees, loan discount (points), loan origination fees, funding fees, and other loan expenses, unless specifically agreed to be paid by Seller;
- 161-• title company charges (including Closing, releasing and escrow fees) customarily paid by Seller, subject to paragraph 8;
- 168-• current rents (Seller to receive rent for day of Closing); rents which are delinquent over thirty (30) days to be collected by Seller and not adjusted;

Section 9 Adjustments and Closing Costs (157-160, 169-170 & 177-178)-Proposed New Language

- 153-156-•survey and title company charges (~~including~~ **for example**: Closing, recording ~~and~~, escrow, **wire and closing protection letter** fees) customarily paid by Buyer, subject to paragraph 8;
- any charges imposed by lender, (~~for~~ **for example**: appraisal and credit report fees, loan discount ~~(points)~~, loan origination fees, funding fees, and other loan expenses), unless specifically agreed to be paid by Seller;
- 165-166-•title company charges (~~including~~ **for example**: Closing, releasing ~~and~~, escrow, **wire and closing protection letter fees**) customarily paid by Seller, subject to paragraph 8;
- 173-174**current rents whether collected or not by Seller** (Seller to receive rent for day of Closing); rents which are delinquent over thirty (30) days to be collected by Seller and not adjusted

Section 16 Renamed Miscellaneous Provisions-(16. Time is of the Essence, 17. Binding Effect, 18. Governing Law & 19. Entire Agreement sections combined)

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.

Section 17 Renamed Foreign Investment (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, Social Security number or Green Card.

Section 22. (formerly Flood Plain moved to Section 20) New Square Footage Disclosure

22. SQUARE FOOTAGE DISCLOSURE.

BROKER is not an expert in measuring and does not measure the total square footage of the properties that it lists for sale, shows to buyers and sells. To the extent that BROKER provides or shares information about total square footage of properties, the information comes from one or more other sources, is only an approximation and is not verified by BROKER. There may be differing standards used in Missouri for measuring total square footage of properties, and the available information about total square footage can vary depending upon the source, the measurement standard that was used and the date of measurement. One source for total square footage is public information from the county assessor's office, but the county assessor's office does not warrant the accuracy of the information and neither does BROKER. If you wish to have verifiable and accurate information about the total square footage of a particular 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.

Section 25 Relationships & Communications Disclosures-(lines 382-395)-Current Language

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.

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.

- Seller Buyer is a real estate licensee and is acting as a principal party in this contract.

Now Section 23. Relationships & Communications Disclosures (lines 401-423) Proposed New Language

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.

Licensee Personal Interest Disclosure (Complete only if applicable):

_____ (insert name of licensee)
 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: _____

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.

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 Specify: _____

Signature Line #402-Current Language

Selling Broker’s Firm Name

Listing Broker’s Firm Name

Signature Line #424-Proposed New Language

Brokerage Firm Name Assisting Seller

Brokerage Firm Name Assisting Buyer

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Form # 2090 01/18

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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**
10 **includes all existing improvements on the property (if any) and appurtenances, fixtures and equipment (which Seller**
11 **guarantees to 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

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

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 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
42 acceptable 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
56 directly notify Seller or listing broker (on or before the Loan Contingency Date) by providing a notarized affidavit that
57 Buyer has complied with all of the terms of this paragraph and that despite request, Buyer was unable to obtain such written
58 notice from lender. If Buyer has complied with the terms of this paragraph and has provided timely written notice to Seller or
59 listing broker of Buyer’s inability to obtain the loan approval, then this contract shall be terminated with earnest money to be
60 returned to 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
76 Buyer, Seller may close at the title company of Seller’s choice. **Note: If the Seller does not close at the same title company**
77 **as the Buyer, or the Seller’s choice of title company does not have a common underwriter with the Buyer’s title**
78 **company, then the Seller will be required to sign a Notice of Closing or Settlement Risk acknowledging that their**
79 **settlement funds are not protected by the title insurance underwriter.** Title will pass when the sale is closed. Seller to
80 deliver possession of the property and keys to Buyer no later than (check one): Closing or _____ m (time) of
81 _____ (date) **but in no event prior to Closing as defined above. All parties agree to sign Closing**
82 **documents at a time that facilitates this possession. Note: If possession is to be delivered on a day other than Closing, as**
83 **defined above, parties should complete the appropriate rider.** Deed as directed by Buyer. Except for tenants lawfully in
84 possession, Seller warrants that the property will be vacant and free of personal property (except as otherwise provided herein)
85 and debris, at time of possession and delivered to Buyer in its same condition (together with any improvements or repairs
86 required by this contract), ordinary wear and tear excepted, as it was on the date of this contract. Buyers should change locks
87 and codes following possession. Buyer and Seller authorize title company and/or Closing agent to release to broker(s) signed
88 copies of the Closing statements. **Note: Parties are cautioned to always call to confirm instructions before sending any**
89 **funds via wire transfer.**

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

- | | |
|---|--|
| 91 <input type="checkbox"/> Appraisal Rider (Form #2046) | <input type="checkbox"/> Possession by Buyer Prior to Closing (Form #2094) |
| 92 <input type="checkbox"/> Back-Up Contract (Form #2120) | <input type="checkbox"/> Possession by Seller After Closing (Form #2095) |
| 93 <input type="checkbox"/> Contingency for Sale & Closing of Buyer’s Property (Form #2092) | <input type="checkbox"/> Rental Property Rider (Form #2096) |
| 94 <input type="checkbox"/> Contingency for Closing of Buyer’s Property (Form #2092a) | <input type="checkbox"/> Residential Lease (Form #2118) |
| 95 <input type="checkbox"/> Condominium, Villas or Similar Lifestyle Communities (Form #2059) | <input type="checkbox"/> Review of Indentures/Restrictive Covenants (Form #2143) |
| 96 <input type="checkbox"/> FHA Loan Provision Rider (Form #2135FHA) | <input type="checkbox"/> VA Loan Provision Rider (Form #2135VA) |
| 97 <input type="checkbox"/> Other: _____ | <input type="checkbox"/> Other: _____ |

98 **7. FRANCHISE DISCLOSURE.**

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

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

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

171 **Buyer and Seller shall have prorated and adjusted between them on the basis of thirty (30) days to the month as of the 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).

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

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

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

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

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

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

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

224 **10a. INSURABILITY.**

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

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

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

257 **11a. LAWN IRRIGATION SYSTEM / BACK FLOW CERTIFICATION.**

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

261 **12. EARNEST MONEY.**

262 Buyer and Seller agree that the earnest money received by the escrow agent in connection with this contract shall be deposited
263 within ten (10) banking days after the "Acceptance Deadline" date. Additional earnest money, if applicable, is to be deposited
264 by escrow agent within ten (10) banking days after receipt. Any earnest money received within ten (10) banking days prior to
265 the scheduled Closing date, shall be in the form of a cashier's check or any other form acceptable to the escrow agent.

266 If sale is closed, earnest money to apply to the purchase. If any earnest money is being returned to Buyer, Buyer agrees that any
267 expenses for services requested by Buyer may be withheld by escrow agent and paid to the applicable service provider(s).

268 In the event of a dispute over any earnest money held by the escrow agent, the escrow agent shall continue to hold said deposit
269 in its escrow account until: 1) escrow agent has a written release from all parties consenting to its disposition; or 2) until a civil
270 action is filed to determine its disposition (at which time payment may be made into court, and in such event, court costs and
271 escrow agent's attorney fees will be paid from earnest money); or 3) until a final court judgment mandates its disposition; or 4)
272 as may be required by applicable law. The parties specifically acknowledge and agree that whenever ownership of the earnest
273 money or any other escrowed funds, received by a Missouri licensed real estate broker, is in dispute between parties, said
274 broker is required by Missouri Statute, Section 339.105.4 RSMo to report and deliver the monies to the State Treasurer within 365
275 days of the initial projected Closing date. Broker shall not report and deliver any such monies to the State Treasurer until at least
276 sixty (60) days after the initial projected Closing date.

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

280 **13. REMEDIES.**

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

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

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

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

295 **14. LOSS.**

296 Risk of loss to the improvements of the property shall be borne by the Seller until title is transferred. If any improvements
297 covered by this contract are damaged or destroyed, Seller shall immediately notify Buyer or selling broker in writing of the
298 damage or destruction, the amount of insurance proceeds payable, if any, and whether Seller intends to restore the property
299 prior to Closing, to its condition at the time of the contract. In the event Seller restores the property to its prior condition before
300 scheduled Closing, and provides Buyer with proof of the repairs, Buyer and Seller shall proceed with Closing. In the event the
301 property is not to be restored to its prior condition by the Seller before Closing, Seller shall immediately provide Buyer or
302 selling broker with a copy of any policies of insurance, the name and number of the agent for each of said policies, and written
303 authorization (if needed) for Buyer to communicate with the insurer. Buyer may either a) proceed with Closing and be entitled
304 to the amount of insurance proceeds relating to real property improvements, if any, payable to Seller under all policies insuring
305 the improvements plus receive a credit from the Seller at Closing in an amount equal to the deductible not covered by insurance,
306 or b) terminate the contract, thereby releasing all parties from liability hereunder. If all of the aforementioned insurance
307 information is received by the Buyer or selling broker more than ten (10) days prior to the scheduled Closing date, Buyer is to
308 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
309 selling broker's receipt of such information; and if not received by Buyer or selling broker more than ten (10) days prior to the
310 scheduled Closing date, Buyer may, at Buyer's option and by written notice to Seller or listing broker, extend the Closing date
311 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
312 shall constitute an election to terminate the contract. If the contract is terminated in accordance with the provisions of this
313 paragraph, Buyer's earnest money is to be returned, subject to paragraph 12. Seller agrees to reimburse Buyer's cost to pay for
314 title, survey, inspection(s) and appraisal.

315 **15. ASSIGNABILITY OF CONTRACT.**

316 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
317 trust as part of the purchase price, or b) Buyer is assuming the existing note. Assignment does not relieve the parties from their
318 obligations under the contract.

319 **16. MISCELLANEOUS PROVISIONS**

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

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

327 Seller represents that it is not a foreign person as described in the Foreign Investment in Real Property Tax Act [26 U.S.C
328 §1445] and agrees to deliver a certificate at Closing to that effect which contains Seller's tax ID number or Green Card.

329 **18. CONSTRUCTION.**

330 Words and phrases shall be construed as in the singular or plural number, and as masculine, feminine or gender neutral,
331 according to the context. When the term "listing broker" is used, it refers to one of the following: a) a broker working for the
332 Seller under an agency listing contract; or b) a broker assisting the Seller as a transaction broker, whichever is appropriate.
333 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
334 agency agreement; b) a broker assisting the Buyer as a subagent of the Seller; or c) a broker assisting the Buyer as a transaction
335 broker, whichever is appropriate. The term "broker" shall include the broker's affiliated licensees (referred to as "salespeople").
336 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)
337 days per week.

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

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

349 **20. FLOOD PLAIN.**

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

354 **21. SPECIAL AGREEMENTS.**

355 Special agreements between Buyer and Seller forming a part of this contract: _____
356 _____
357 _____
358 _____
359 _____
360 _____
361 _____
362 _____

363 **22. SQUARE FOOTAGE DISCLOSURE.**

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

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

376 Buyer confirms that before signing this offer to purchase, Buyer has read a copy of the Seller's Disclosure Statement for
377 this property. The Seller's Disclosure Statement is not a substitute for any inspection that Buyer may wish to obtain. Buyer
378 is advised to address any concerns Buyer may have about information in the statement by use of contingencies in the
379 contract.

380 Seller agrees to provide Buyer with a Seller's Disclosure Statement within one (1) day after the "Acceptance Deadline"
381 date. Buyer shall have three (3) days after the "Acceptance Deadline" date to review said statements and to declare in
382 writing that the contract is terminated and the earnest money is to be returned to Buyer, subject to paragraph 12. Otherwise,
383 this contingency shall be deemed as waived by Buyer.

384 No Seller's Disclosure Statement will be provided by Seller.

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

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

391 **24. RELATIONSHIPS & COMMUNICATIONS DISCLOSURES.**

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

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

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

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

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

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

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

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

- 407 Buyer's Agent: Licensee is acting on behalf of the Buyer.
- 408 Seller's Agent: Licensee is acting on behalf of the Seller.
- 409 Dual Agent: Licensee is acting on behalf of both Buyer and Seller.
- 410 Designated Agent: Licensee has been designated to act on behalf of the Buyer.
- 411 Transaction Broker Assisting Buyer: Licensee is not acting on behalf of either Buyer or Seller.
- 412 Subagent of Seller: Licensee is acting on behalf of the Seller.

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

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

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

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

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

423 _____
424 **Brokerage Firm Name Assisting Buyer** **Brokerage Firm Name Assisting Seller**
425 **Broker's Firm State License ID#:** _____ **Broker's Firm State License ID#:** _____
426 **By (Signature):** _____ **By (Signature):** _____
427 **Licensee State License ID#:** _____ **Licensee State License ID#:** _____
428 **Date:** _____ **MLS ID:** _____ **Date:** _____ **MLS ID:** _____
429 **OFFER to be accepted by Seller by:** _____ **m of** _____

430 _____
431 **BUYER SIGNATURE** **DATE** **BUYER SIGNATURE** **DATE**
432 _____
433 **Buyer Printed Name** **Buyer Printed Name**

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

435 _____
436 **SELLER SIGNATURE** **TIME and DATE** **SELLER SIGNATURE** **TIME and DATE**
437 _____
438 **Seller Printed Name** **Seller Printed Name**

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

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

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