



# Residential Sale Contract

**This Contract has legal consequences. If you do not understand it, consult your attorney before signing.**

This Residential Sale Contract ("Contract") is made by and between: \_\_\_\_\_ ("Buyer") and the undersigned "Seller".

## 1. PROPERTY.

Seller agrees to sell and Buyer agrees to buy the real estate located in the municipality of (if incorporated) \_\_\_\_\_ (if left blank, deemed unincorporated and outside of municipal boundaries) and commonly known as:

\_\_\_\_\_ MO \_\_\_\_\_  
Street Address City Zip Code County

(Check box if legal description attached)

If no legal description is attached, then legal description on Seller's vesting deed(s) to govern.

Such real estate, together with all attached improvements and fixtures thereon (unless specifically excluded below), all rights, privileges and easements appurtenant thereto, and any item of personal property specifically included below, are collectively the "Property".

## 2. INCLUSIONS/EXCLUSIONS.

The Property includes (but is not limited to) all the following (if any) which are now located on the real estate, all of which Seller warrants to convey to Buyer free and clear at Closing. **Note: This Contract, and not a Seller's Disclosure Statement, MLS or other promotional material, provides for what is included in this sale.**

### Access to Property

- Garage Door Openers & Controls
- Keys & Remote Entry Controls

### Exterior

- Lighting, Landscaping & Mailbox
- Fences (including hardwired pet systems, collars and controls)
- Sprinkler Systems and Controls

### Electrical, Lighting & TV Related

- Attic & Ceiling Fans
- Lighting Fixtures
- Attached Antennas & TV Mounts
- Flush Mounted Speakers
- Fire, Smoke & CO Alarms

### Systems & Utilities

- Heating, Cooling, Electrical & Plumbing Fixtures/Systems
- Solar Systems
- Humidifier (if attached)
- Propane Tanks (excluding portable tanks - see lines 19-20 & 268)
- Radiator Shields
- Hardwired Security & Alarm Systems
- Central Vac Systems & Attachments
- Ventilation & Exhaust Fans
- Water Softeners & Sump Pump
- Window Air Conditioning Units
- Fireplace, Equipment & Doors (if attached, including artificial logs)

### Kitchen/Cooking Related

- Dishwashers & Trash Compactors
- Garbage Disposals
- Barbecue Grills & Fire Pits (Built-in)
- Microwave Ovens (Built-in)
- Ovens/Ranges/Stoves & Attachments

### Window/Wall & Flooring Related

- Blinds, Shades, Shutters, Storm Windows & Doors, Screens, Awnings
- Curtain & Drapery Hardware (only)
- Attached Mirrors & all Bathroom Mirrors
- Attached Shelving/Closet Organizers
- Attached Floor Coverings

**To avoid misunderstanding, list below (as "Included" or "Excluded") any item(s) which may be subject to question:**

**Included** (e.g., non-affixed equipment or other personal property such as refrigerators, TVs, electronics, washer/dryer & appliances):

**Excluded** (e.g., any item(s) reserved, leased or not owned by Seller, such as propane tanks, water softeners, and solar systems):

## 3. PURCHASE PRICE/EARNEST MONEY.

The "Purchase Price" for the Property to be paid by Buyer (subject to adjustments as provided herein) is: \$ \_\_\_\_\_

The "Seller Concessions" (if any) to be credited by Seller at Closing (see §10) are (\$0 if none stated): \$ \_\_\_\_\_

The "Earnest Money" to be applied to Purchase Price at Closing is (if applicable, check one below) \$ \_\_\_\_\_

has been provided (recipient to complete "Receipt & Acknowledgement" following this Contract)

shall be delivered by Buyer to the Escrow Agent no later than ten (10) days after the Effective Date (unless otherwise specified).

All Earnest Money shall be delivered to \_\_\_\_\_ ("Escrow Agent").

**Note: If additional Earnest Money is to be supplied at any time prior to Closing, or if any Earnest Money is to be treated as non-refundable, attach an appropriate rider, such as MSC-2001R (Earnest Money Rider). See also §8 below.**

Escrow Agent shall confirm its deposit of any Earnest Money upon request by any party, and may retain any interest earned thereon.

Buyer shall pay the balance of the Purchase Price, by any form of funds acceptable to Closing Agent ("Funds"), at Closing.

## 4. CLOSING.

Subject to the terms of this Contract, this sale will be closed (meaning the unconditional release and exchange of the Deed for the Purchase Price, together with all other documents and Funds required by this Contract, the "Closing") at the office of (the Title Company identified at §6 unless otherwise specified) \_\_\_\_\_ ("Closing Agent") at

\_\_\_\_\_, MO on \_\_\_\_\_, 20\_\_\_\_ (the "Closing Date").  
Specify Location Month Day

Possession and all keys will be delivered to Buyer at Closing. **Note: Attach a rider if possession is to be transferred other than as of Closing: See e.g., RES-3010 (Residential Lease); MSC-2080R (Possession by Buyer Prior to Closing); MSC-2090R (Possession by Seller After Closing); MSC-2085R (Limited Purpose Entry by Buyer Prior to Closing).**

**Brokers are not responsible for delivery of keys. Buyer should change locks following possession.**

Unless specified otherwise, Seller warrants that the Property will be vacant as of the time of Closing (e.g., except for tenant(s) in possession pursuant to a lease approved pursuant to this Contract), and in its present condition (together with any improvements or repairs required by this Contract), ordinary wear and tear excepted, and free of any debris or personal property not included above. **(Note: If the Property is to remain tenant occupied, please complete and attach Rental Property Rider MSC-2035R).**

46 **5. APPRAISAL/ FINANCING.** (Check all applicable boxes)

47 **Note:** A lender's loan approval process does not always include a traditional appraisal. Different types of "appraisals" are available and  
48 underwriting requirements vary. If Buyer's performance under this Contract is to be independently conditioned upon the Property  
49 appraising at the Purchase Price, Buyer should check box A and complete the following.

50  **A. Appraisal.** Buyer's performance under this Contract is contingent upon the Property appraising at not less than the Purchase  
51 Price, by an appraiser selected by Buyer and licensed by the State of Missouri (or selected by Buyer's lender if this Contract is also  
52 contingent on financing). If the appraised value is less than the Purchase Price, Buyer may request a reduction in the Purchase Price  
53 (but not less than the appraised value). If Buyer desires to act on this contingency, Buyer must deliver a written request (and a copy  
54 of the appraisal) to Seller no later than \_\_\_\_ days (25 if none stated) after the Effective Date. **Note:** MSC-2020N Appraisal Notice  
55 (Part A) may be used for this purpose. If Buyer does not timely deliver the Appraisal Notice to Seller, this contingency shall be deemed  
56 waived. If the parties do not reach a written agreement to reduce the Purchase Price as requested within \_\_\_\_ days (5 if none stated)  
57 after delivery of the Appraisal Notice to Seller (the "Appraisal Resolution Deadline"), then this Contract shall automatically terminate  
58 (with Earnest Money returned to Buyer, subject to §8) unless Buyer waives this contingency by delivering Notice thereof to Seller on  
59 or before the Appraisal Resolution Deadline. **Note:** MSC-2020N (Part C) may be used for this purpose. If the Purchase Price is  
60 reduced, the loan amount in Buyer's financing contingency (if any) shall be proportionately reduced.

61  **B. Not Contingent Upon Financing.** Although not a condition to performance, Buyer may finance any portion of Purchase Price.

62  **C. Nonconventional.** Attach Government Loan (MSC-2011R) Seller Financing (MSC-2012R) or Assumption (MSC-2013R) Rider.

63  **D. Conventional.** Buyer agrees to do all things reasonably necessary, including but not limited to completing a loan application,  
64 paying for a credit report, appraisal and any other required fees, providing all information required by lender and otherwise cooperating  
65 fully to make a good faith effort to obtain the financing described below. If Buyer does not deliver Notice, provided by Buyer's lender, to  
66 Seller of Buyer's inability to obtain a loan on the terms described below, by 5:00 p.m. on the date (the "Loan Contingency Deadline")  
67 which is \_\_\_\_ days (25 if none stated) after the Effective Date, then this contingency shall be deemed waived and Buyer's performance  
68 under this Contract shall no longer be conditioned upon Buyer obtaining financing; provided however, if such lender will not give Buyer  
69 such Notice, then Buyer may directly notify Seller (on or before the Loan Contingency Deadline) by providing a notarized affidavit that  
70 Buyer has timely complied with all of the terms of this paragraph and that despite request, Buyer was unable to obtain such Notice from  
71 lender (e.g., see MSC-2010A "Buyer's Financing Contingency Affidavit" or MSC-2010B "Non-Individual Buyer's Financing Contingency  
72 Affidavit"). If Buyer has complied with the terms of this paragraph and has timely provided Notice to Seller of Buyer's inability to obtain a  
73 loan on the terms described below, then this Contract shall terminate with Earnest Money to be returned to Buyer (subject to §8).

74 (Complete one or both) Loan amount: \_\_\_\_\_% of the Purchase Price, or \$\_\_\_\_\_.

75 Initial interest rate not to exceed: \_\_\_\_\_%. Amortization term \_\_\_\_\_years.

76 Rate Type (check one):  Fixed  Adjustable  Other: \_\_\_\_\_

77 Other terms (N/A if blank): \_\_\_\_\_

78 **Note:** If the Loan Contingency Deadline passes without a termination, Buyer remains obligated under this Contract and must have  
79 available all Funds required to close. A "loan commitment" or "preapproval" does NOT guarantee that Buyer's loan will actually fund.

80 **6. TITLE/SURVEY.** **Note:** Any Seller paid Title Fees set forth below are in addition to any "Seller Concessions" (see §10).

81 Seller shall transfer marketable title to the Property subject only to the Permitted Exceptions, as directed by Buyer, by (unless otherwise  
82 specifically agreed) general warranty deed (the "Deed"), properly executed and in recordable form.

83 Within \_\_\_\_ days (10 if none stated) after the Effective Date (check applicable box below):

84  **A.** Seller shall deliver to Buyer a commitment (the "Title Commitment") to issue a current ALTA owner's policy of title insurance in  
85 the amount of the Purchase Price (the "Owner's Policy"), both at Seller's cost.

86  **B.** Seller shall deliver to Buyer a Title Commitment to issue an Owner's Policy (cost of both to be split 50/50 between parties).

87  **C.** Seller shall deliver to Buyer a Title Commitment, at Seller's cost, to issue an Owner's Policy at Buyer's cost.

88  **D.** Buyer may order a Title Commitment to issue an Owner's Policy (both at Buyer's cost).

89 The Title Commitment and Owner's Policy shall be issued by \_\_\_\_\_ (the "Title Company").

90 Buyer, at its sole option, expense and liability, may also obtain a survey of the Property ("Survey") to confirm its legal description and  
91 determine if there are any defects, encroachments, overlaps, boundary line or acreage discrepancies, or other adverse matters that may  
92 be disclosed. **Note:** All surveys are not alike. Buyer should consult with its lender and Title Company as to their survey requirements  
93 and ability to provide full survey coverage. MSC-2500 (Survey/Elevation Certificate Order Form) may be used to indicate the type of  
94 survey or service Buyer selects and the company to perform the same.

95 Buyer has \_\_\_\_ days (20 if none stated) to review the Title Commitment after its receipt, including (except as set forth in §7B with  
96 respect to subdivision matters) all use and other restrictions, rights of way and easements, and all other recorded documents which Buyer  
97 may desire to obtain (the "Review Period"), and to deliver Notice to Seller of any objections which Buyer has to any matters shown or  
98 referred to therein and/or the Survey ("Objections"); provided, however, that if box 6D is checked, then Buyer has \_\_\_\_ days (20 if none  
99 is stated) after the Effective Date (which shall be deemed to be the "Review Period") to review all such matters and deliver Notice of any  
100 Objections to Seller. **Note:** MSC-2055N (Title & Survey Notice) may be used to facilitate the delivery of any Objections.

101 If Buyer timely objects, Buyer must also deliver a copy of the Survey and/or Title Commitment to Seller pertaining to such Objections.  
102 Seller has \_\_\_\_ days (7 if none stated) after receipt of Buyer's Objections to agree in writing to correct the same, prior to Closing, at  
103 Seller's expense. If Seller does not so agree, then this Contract shall automatically terminate unless Buyer, within \_\_\_\_ additional days  
104 (3 if none stated) after Buyer's receipt of Seller's response to Buyer's Objections, agrees in writing to accept title without correction of  
105 such Objections. **Note: If Seller fails to timely respond to Buyer's Objections, then Seller shall be deemed to have refused to**  
106 **agree to correct any of them.** If the Contract is terminated under this Section, then the Earnest Money is to be refunded to Buyer  
107 (subject to §8). If any defect objected to causes a failure of marketable title, then Seller shall be liable for any survey and title charges.  
108 Seller is solely responsible and liable for clearing any title exception that arises between the Effective Date and Closing. Any existing  
109 monetary lien (other than a lien created as a result of Buyer's actions, and any taxes or assessments to be prorated at Closing) may be  
110 paid out of the Purchase Price proceeds. Subject thereto, any item shown (or which could have been shown) on the Survey or Title  
111 Commitment for which Buyer does not timely deliver a Notice of Objection shall be deemed waived, and together with all laws and zoning  
112 ordinances, are collectively referred to herein as the "Permitted Exceptions". The Owner's Policy must include mechanic's lien  
113 coverage. Subject to any Seller Concessions (see §10), Buyer is solely responsible for the cost of any lender title insurance policy.

114 **7. INSPECTIONS.**

115 **A. General.** The Property is being sold in its present condition, with no warranties, expressed or implied (except as may be  
116 given to Buyer in writing). Conditions of the Property that are disclosed or clearly visible should be considered by Buyer in setting the  
117 Purchase Price, or by making correction of such conditions by Seller a requirement of this Contract. Notwithstanding anything herein  
118 to the contrary, Buyer may inspect (or appraise) the Property or have it inspected (or appraised) by others on Buyer's behalf. Buyer  
119 agrees to immediately repair any damage to the Property, and to indemnify and hold Seller harmless from and against all claims,  
120 costs, demands and expenses, including without limitation reasonable attorney fees and court costs, resulting from any inspection of  
121 the Property, which obligations shall survive termination of this Contract. Waiver of any inspection rights under this §7 shall not waive  
122 any other rights of Buyer herein. Seller agrees to permit inspections of the Property by any qualified inspector or appraiser selected  
123 by Buyer and/or required by Buyer's lender, upon reasonable advance Notice to Seller.

124 **B. Property Data.** Within \_\_\_\_ days (5 if none stated) after the Effective Date (the "Property Data Review Period"), Buyer may  
125 review additional data regarding the Property, including but not limited to: zoning regulations; subdivision indentures, covenants,  
126 declarations and restrictions, association bylaws, rules and regulations, and financial information for the subdivision of which the  
127 Property is a part; taxes; school district; square footage of land or improvements; and the presence of registered sex offenders or  
128 other convicted criminals in the area ("Property Data"). If unsatisfied with any Property Data, Buyer may terminate this Contract  
129 (with Earnest Money returned, subject to §8) by delivering Notice thereof to Seller prior to expiration of the Property Data Review  
130 Period. **Note:** MSC-2049N (Property Data Review Termination Notice) may be used for this purpose. Failure to timely provide such  
131 Notice constitutes a waiver of such termination right and Buyer's acceptance of all Property Data.

132 **C. Inspection Reports.** Buyer may, at Buyer's option and expense, obtain written inspection reports of the condition of the  
133 Property as reasonably deemed necessary by Buyer or its lender, including but not limited to the condition or presence (if any) of:  
134 flood plain status; environmental hazards; mold; termite and wood destroying insect infestation or damage; plumbing, including water  
135 well, sewer, septic and wastewater treatment systems and lawn irrigation systems; roofs and other structural improvements; heating  
136 and air conditioning, electrical and mechanical systems and equipment; swimming pools and equipment; chimneys, flues and gas  
137 lines; leaks and exterior drainage; and any appliance included as part of the Property. **Note:** The cost and availability of insurance  
138 should be ascertained during the Inspection Period, including but not limited to homeowner's and flood insurance.

139 **D. Inspection Notice.** Buyer must furnish a complete copy of the relevant written inspection report(s) to Seller, along with a  
140 written list of any unacceptable condition(s) noted therein (the "Inspection Notice", See MSC-2050N), within \_\_\_\_ days (10 if none  
141 stated) after the Effective Date (the "Inspection Period"); but if an inspection report indicates a specialist is required for further  
142 inspection on a particular area(s) of the Property (a "Specialist Report"), Buyer may give Notice of same to Seller (prior to expiration  
143 of the Inspection Period) and receive an additional \_\_\_\_ days (5 if none stated) to provide the Inspection Notice. **Note:** MSC-2047N  
144 (Notice of Additional Time for Specialist Report) may be used for this purpose. All inspection reports, including further specialist  
145 evaluations, are the sole responsibility of Buyer, and not Seller. **Note: Buyer may submit only 1 Inspection Notice. It must include**  
146 **all matters unacceptable to Buyer and a copy of all relevant inspection report(s)/Specialist Report(s). Buyer may not object**  
147 **to anything that is not in an inspection report or Specialist Report.** Failure to perform any inspection or to timely deliver an  
148 Inspection Notice constitutes a waiver and acceptance by Buyer of all conditions.

149 If an Inspection Notice is timely given, it shall state if:

- 150 (1) Buyer is satisfied with all inspections;  
151 (2) There are unacceptable conditions to be satisfied by Seller (prior to scheduled Closing Date, unless otherwise specified); or  
152 (3) Buyer elects to terminate the Contract, with Earnest Money returned to Buyer (subject to §8), excepting only as follows:

153 **LIMITATION of inspection rights (only applies if the following box is checked):**

154  (Check Box only if applicable) Buyer waives its right to unilaterally terminate the Contract (i.e., Buyer waives option (3) above).  
155 Buyer must give Seller an opportunity to correct, prior to the scheduled Closing Date, unacceptable conditions noted (i.e., Buyer's  
156 Inspection Notice must select from only option (1) or (2) above).

157 **E. Resolution Period.** If this Contract is not terminated as provided above, the parties shall have \_\_\_\_ days (10 if none stated)  
158 after Seller's receipt of the Inspection Notice (the "Resolution Period") to reach a written agreement as to (a) who will complete and  
159 pay for the correction of any unacceptable conditions; or (b) a monetary adjustment at Closing in lieu thereof; or this Contract will  
160 automatically terminate with Earnest Money to be returned to Buyer (subject to §8). Either a written commitment by (a) Seller to meet  
161 all requirements originally submitted by Buyer in the Inspection Notice (at Seller's expense prior to the scheduled Closing Date); or  
162 (b) by Buyer to accept the Property without satisfaction of any such requirement; shall constitute an "agreement" for purposes of this  
163 paragraph, even if earlier negotiations failed. **Note:** A monetary adjustment may affect the terms of Buyer's loan (e.g., down payment,  
164 interest rate and private mortgage insurance), and may also affect Buyer's ability to obtain any required occupancy permit.

165 **F. Municipal/Governmental Inspections.** Seller agrees to apply for any required occupancy compliance inspection, including  
166 those of any municipal, conservation, fire district or other governmental authority (e.g., back flow certification) at Seller's expense. If  
167 the Property does not pass all such inspections, Seller must provide Notice to Buyer within \_\_\_\_ days (15 if none stated) after the  
168 Effective Date of any violation or requirement that Seller will not correct or satisfy; **Failure to provide timely Notice eliminates**  
169 **Seller's ability to negotiate any noted inspection violation or requirement, and Seller must correct and satisfy all such**  
170 **matters prior to the scheduled Closing Date.** If Seller timely notifies Buyer of Seller's refusal to correct or satisfy all such matters,  
171 Buyer and Seller have \_\_\_\_ days (10 if none stated) after Buyer's receipt of Seller's Notice in which to reach a written agreement as  
172 to (a) who will complete and pay to correct and satisfy all such matters; or (b) to a monetary adjustment at Closing in lieu thereof; or  
173 this Contract will automatically terminate with Earnest Money to be returned to Buyer (subject to §8). Either a written commitment by  
174 (a) Seller to correct and satisfy all such matters, at Seller's expense prior to the scheduled Closing Date; or (b) Buyer to accept the  
175 Property without correction or satisfaction of any matter contained in the original report provided; shall constitute an "agreement" for  
176 the purposes of this paragraph, even if earlier negotiations failed. **Note:** A monetary adjustment may affect the terms of Buyer's loan  
177 (e.g. down payment, interest rate and private mortgage insurance), and also Buyer's ability to obtain any required occupancy permit.  
178 **Buyer is cautioned not to rely on governmental inspections, and to become independently satisfied with the condition of the Property.**

179 **G. Broker Role.** Buyer (and all involved real estate licensees, including the broker(s) assisting Buyer and/or Seller and their  
180 respective licensees identified in §25 below, collectively, the “**Brokers**”) may be present during any inspection of the Property and  
181 “walk-through.” Such presence shall only serve to assist in the coordination of and compliance with the terms of this Contract, and  
182 not in any way be interpreted as providing Brokers with special knowledge or understanding of any inspection results. The parties  
183 will rely only upon inspection results provided by the appropriate expert(s), and acknowledge that Brokers have no expertise or  
184 responsibility in determining any defects. The parties will also not rely upon Brokers in any way as to the selection or engagement of  
185 a particular company for any inspection, warranty or service. Inspections, warranties and services may be offered by more than one  
186 company, and the determination to select and engage a particular company, and the completeness and satisfaction of any such  
187 inspection, warranty or service, is the sole responsibility of Buyer. When choosing to engage a lender, inspector, warranty, service,  
188 title or repair company, or any other service provider, Buyer should consider, but not be limited by, the existence of errors and  
189 omissions insurance, liability insurance, business and professional licensure, membership in professional associations and years of  
190 experience. **Note:** Buyer may use form MSC-2045 (Buyer’s Inspection Authorization) to coordinate this process.

191 **Note:** Under Missouri law, Brokers are immune from liability for statements made by engineers, land surveyors, geologists,  
192 environmental hazard experts, wood destroying inspection and control experts, termite inspectors, mortgage brokers, home  
193 inspectors, or other home inspection experts unless: (1) the statement was made by a person employed by a Broker; (2) the person  
194 making the statement was selected and engaged by the Broker; or (3) the Broker knew prior to Closing that the statement was false  
195 (or acted in reckless disregard as to whether the statement was true or false). A Broker shall not be the subject of any action and no  
196 action shall be instituted against a Broker for any information contained in any Seller disclosure furnished to Buyer, unless the Broker  
197 is a signatory to such, knew prior to Closing that the statement was false, or acted in reckless disregard as to whether it was true or  
198 false. Acting as a courier of documents shall not be considered to be making any statement contained in such documents.

199 **H. Home Warranty (Check one):** **Note:** Home Warranty plans are not a substitute for inspections.  
200 (1)  Buyer acknowledges that Seller is not providing a home warranty plan or service agreement as a part of this sale. Buyer may  
201 purchase one separately, if desired.  
202 (2)  Seller agrees to pay (but only at and upon Closing), towards the cost of a home warranty plan or service agreement (to be  
203 ordered by Buyer or Buyer’s Broker) an amount, not to exceed \$\_\_\_\_\_. Buyer’s Broker may receive a fee from  
204 the home warranty vendor.  
205 (3)  Seller has a home warranty plan or service agreement and will transfer it to Buyer at Closing. (Please add any further  
206 explanation, terms and conditions) \_\_\_\_\_

207 **8. DISPOSITION OF EARNEST MONEY.**  
208 Notwithstanding anything herein to the contrary, Escrow Agent and/or Closing Agent (as the case may be, “**Escrow Holder**”) shall not  
209 distribute the Earnest Money or any other escrowed funds held by it (“**Escrow Funds**”) without the written consent of all parties to this  
210 Contract (signatures on the Closing Statement may constitute such consent). Otherwise, Escrow Holder shall continue to hold said  
211 Escrow Funds in escrow until: (1) Escrow Holder has a written agreement signed by all parties consenting to its disposition; (2) a civil  
212 action is filed to determine its disposition (including an interpleader filed by Escrow Holder), at which time the Escrow Funds may be paid  
213 into court, less any attorney fees, court costs and other legal expenses incurred by Escrow Holder in connection therewith; (3) a court  
214 order or final judgment mandates its disposition; or (4) as may be required by applicable law. A Broker who is holding any Escrowed  
215 Funds in dispute between the parties is required by §339.105.4 RSMo to report and deliver the moneys to the State Treasurer within 365  
216 days of the initial projected Closing Date. Escrow Holder is hereby authorized to report and deliver any such moneys to the State  
217 Treasurer at any time following sixty (60) days after the initial projected Closing Date (absent receipt of written consent of all parties as  
218 set forth above). **Note: If an Escrow Holder who is not a licensed real estate broker requires that a separate escrow agreement**  
219 **be executed by the parties, then those separate terms may supersede the terms of this Contract.** Whenever this Contract provides  
220 for the return of Earnest Money to Buyer, Buyer agrees that any expenses incurred by or on behalf of Buyer may be withheld by Escrow  
221 Holder and paid to the applicable service provider(s).

222 **9. LOSS/CONDEMNATION.**  
223 Risk of loss to improvements on the Property shall be borne by Seller until Closing. Seller agrees to maintain Seller’s current fire and  
224 extended coverage insurance (if any) on the Property, and to do ordinary and necessary maintenance, upkeep and repair, through  
225 Closing. If, before Closing, any part of the Property is taken by eminent domain, or if a condemnation proceeding is filed or threatened  
226 against any part thereof (a “**Taking**”), or if any part of the Property is destroyed or physically damaged through no fault of Buyer, then  
227 Seller shall promptly provide Notice to Buyer thereof and if Seller intends to restore, prior to the scheduled Closing Date, the Property to  
228 its condition as of the Effective Date. If Seller restores the Property to its prior condition before the scheduled Closing Date, then the  
229 parties shall proceed to Closing. **Note:** MSC-2510N (Property Damage Notice) and MSC-2520N (Taking Notice) may be used to deliver  
230 Notice of any Property damage (or Taking) and any election made in connection therewith.

231 If the Property is not to be restored to its prior condition by Seller before the scheduled Closing Date, then Seller shall promptly provide  
232 Buyer with: a copy of any policy(ies) of insurance (or authorize that it be made available); the name and number of the agent for each  
233 policy and written authorization (if needed) for Buyer to communicate with the insurer; a copy of any written communications to and from  
234 the condemning authority and/or insurer (as the case may be); the policy limits; and (if known) the amount of proceeds payable on  
235 account of such Taking of or physical damage to the Property. Buyer may then either: (1) proceed with the transaction and be entitled  
236 to all insurance proceeds (and/or Taking payments and awards), if any, payable to Seller relating to any physical damage caused to (or  
237 Taking of) the Property, in which case the amount of any such payments theretofore made to Seller (plus any deductible amount not  
238 covered by insurance, but net of any other actual costs incurred) shall be at Buyer’s option either (a) a credit against the Purchase Price  
239 otherwise payable by Buyer at Closing, or (b) a credit to Buyer at Closing, and Seller shall assign to Buyer all such remaining claims and  
240 rights to or arising out of any such casualty or Taking, including the right to conduct any litigation with respect thereto; or (2) rescind the  
241 Contract, in which case all parties shall be released from any further liability under this Contract and the Earnest Money shall be returned  
242 to Buyer (subject to §8). Buyer shall give Notice of Buyer’s election to proceed to Closing to Seller within 10 days after Buyer’s receipt  
243 of Notice of Property Damage (or Taking, as the case may be) and the aforesaid information. Closing will be extended accordingly, if  
244 such information is not received by Buyer more than 10 days prior to the scheduled Closing Date. Seller shall not settle any claim  
245 regarding a Taking prior to the Closing (or earlier termination of this Contract) without Buyer’s prior written approval, which shall not be

246 unreasonably withheld, conditioned or delayed. Buyer's failure to so notify Seller shall constitute an election to rescind this Contract. A  
247 rescission does not constitute a default. This Section shall survive Closing.

248 **10. ADJUSTMENTS/CLOSING COSTS.**

249 Adjustments, charges and Closing costs are agreed to be paid by the parties with sufficient Funds to satisfy their respective obligations  
250 hereunder, as of the date of Closing. Such matters and the following prorations shall be itemized on a closing statement prepared by  
251 Closing Agent and executed by Buyer and Seller at or prior to Closing (the "**Closing Statement**"), together with all other documents  
252 required of them pursuant to this Contract and/or customarily required by Closing Agent to complete the Closing. The parties hereby  
253 specifically permit the involved Broker(s) to obtain and retain copies of both Buyer's and Seller's Closing Statements as required by 20  
254 CSR 2250-8.150. **Note: Buyer is cautioned to always call to confirm instructions before sending any Funds via wire transfer.**

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

- 256 (a) hazard insurance premium(s) from and after Closing;  
257 (b) flood insurance premium if required by lender;  
258 (c) fees for any Survey or appraisal ordered by or for Buyer;  
259 (d) Title Company charges (e.g., Closing, recording, escrow, wiring and closing protection letter fees) customarily paid by a buyer in the  
260 County where the Property is located;  
261 (e) any lender charges (e.g., appraisal/credit report fees, loan discount "points", loan origination/funding fees and other loan expenses);  
262 (f) any inspections ordered by or for Buyer;  
263 (g) special taxes, subdivision and any other owner association assessments ("**Special Assessments**") levied after Closing;  
264 (h) the value of any heating oil or propane gas left in any tank at the Property (based on supplier current charges);  
265 (i) agreed upon repairs;  
266 (j) any applicable municipal, conservation, fire district or other governmental authority occupancy compliance permit fees; and  
267 (k) any commission or other compensation due from Buyer to the Broker(s).

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

- 269 (a) existing liens (recorded and unrecorded) and existing loans on the Property (if not assumed by Buyer);  
270 (b) any Seller Concessions;  
271 (c) Title Company charges (e.g., Closing, release, escrow, wire and closing protection letter fees) customarily paid by a seller in the  
272 County where the Property is located;  
273 (d) any required municipal, conservation, fire district or other governmental authority occupancy compliance inspection fees;  
274 (e) so-called "one-time" Special Assessments levied before Closing;  
275 (f) agreed upon repairs; and  
276 (g) any commission or other compensation due from Seller to the Broker(s).

277 **The parties shall prorate and adjust between them at Closing (based on a 30 day month), with Seller to pay for day of Closing:**

- 278 (a) general taxes (based on assessment and rate for current year, if both are available, otherwise based on previous year);  
279 (b) any installments of Special Assessments becoming due and payable during the calendar year of Closing;  
280 (c) subdivision upkeep assessments and monthly association fee;  
281 (d) flat rate utility charges (including water, sewer and trash); and  
282 (e) boat dock fees.

283 **Seller Concessions:** Notwithstanding the foregoing, at (and only upon) Closing, Seller shall pay ("**Seller Concessions**") up to, but not  
284 to exceed the amount set forth at §3 towards Buyer's Closing costs, prepaids, inspections, lender fees, charges and expenses, Title  
285 Commitment, Owner's Policy or lender title insurance policy costs and fees ("**Title Fees**") paid by Buyer, or any other expenses/fees  
286 associated with the Closing, all as approved by Buyer's lender (but not to include the cost of any home warranty, Title Fees paid by Seller  
287 or any brokerage or transaction fees charged by Buyer's Broker).

288 **11. BINDING EFFECT/ASSIGNABILITY/SECTION 1031 EXCHANGE.**

289 This Contract is binding on and shall inure to the benefit of the parties and their respective heirs, successors and permitted assigns.  
290 Buyer may not assign this Contract without the written consent of Seller if: (a) Seller is taking back a note and deed of trust as part of the  
291 Purchase Price; or (b) Buyer is assuming the existing note. Assignment does not relieve the parties from their obligations under this  
292 Contract. The parties acknowledge that Buyer may desire to acquire, and/or Seller may desire to sell, the Property as part of a like-kind  
293 exchange ("**Exchange**") pursuant to §1031 of the Internal Revenue Code (the "**Code**"). Each party agrees to cooperate with the other  
294 and its qualified intermediary/third-party facilitator in connection with any such Exchange; provided, however, in no event shall Closing  
295 hereunder be delayed or affected by reason of an Exchange, nor shall consummation of an Exchange be a condition precedent or  
296 subsequent to any obligation of the parties under this Contract. No party shall be required to incur any cost or expense, or to acquire or  
297 hold title to any real property, for purposes of consummating an Exchange at the request of another party (the "**Requesting Party**"). In  
298 addition, no party shall, by this Contract or acquiescence to an Exchange by a Requesting Party, have its rights or obligations hereunder  
299 affected in any manner, or be deemed to have warranted to a Requesting Party that such Exchange in fact complies with the Code. A  
300 Requesting Party shall reimburse each other party for any cost or expense incurred by such non-requesting party with respect to an  
301 Exchange.

302 **12. ENTIRE AGREEMENT/MODIFICATION.**

303 This Contract and any rider or attachment hereto (if any) constitute the entire agreement between the parties hereto concerning the  
304 Property. There are no other understandings, written or oral, relating to the subject matter hereof. This Contract may not be changed,  
305 modified or amended, in whole or in part, except in writing signed by all parties.

306 **13. DEFAULT/REMEDIES.**

307 If either party defaults in the performance of any obligation under this Contract, the party claiming a default shall notify the other party in  
308 writing of the nature of the default and the party's election of remedy. The notifying party may, but is not required to, provide the defaulting  
309 party with a deadline for curing the default. Following a default by either Seller or Buyer, the other party shall have the following remedies:

310 **A. Seller Defaults.** If Seller defaults, Buyer may: **(1)** specifically enforce this Contract and recover damages suffered by Buyer as  
311 a result of the delay in the acquisition of the Property; **(2)** terminate this Contract by Notice to Seller, and agree to release Seller from  
312 liability upon Seller's release of the Earnest Money and reimbursement to Buyer for all actual costs and expenses incurred by Buyer (and  
313 which are to be specified in Buyer's Notice of default) as liquidated damages and as Buyer's sole remedy (the parties recognizing that it  
314 would be extremely difficult, if not impossible, to ascertain the extent of actual damages caused by Seller's breach, and that return of the  
315 Earnest Money plus all actual costs and expenses incurred by Buyer represents as fair an approximation of such actual damages as the  
316 parties can now determine); or **(3)** pursue any other remedy and damages available at law or in equity. If Buyer elects to terminate this  
317 Contract, the Earnest Money, less any expenses incurred by or on behalf of Buyer, shall be returned to Buyer (subject to §8). Buyer's  
318 release of Seller shall not relieve Seller's liability (if any) to the Broker assisting Seller pursuant to any listing or other brokerage service  
319 agreement between them.

320 **B. Buyer Defaults.** If Buyer defaults, Seller may: **(1)** specifically enforce this Contract and recover damages suffered by Seller as  
321 a result of the delay in the sale of the Property; **(2)** terminate this Contract by Notice to Buyer, and (subject to §8) retain the Earnest  
322 Money as liquidated damages and as Seller's sole remedy (the parties recognizing it would be extremely difficult, if not impossible, to  
323 ascertain the extent of actual damages caused by Buyer's breach, and that the Earnest Money represents as fair an approximation of  
324 such actual damages as the parties can now determine); or **(3)** pursue any other remedy and damages available at law or in equity. If  
325 Earnest Money is retained by Seller as liquidated damages, any right or interest of the Broker assisting Seller with respect thereto shall  
326 be as set forth in the listing or other brokerage service agreement entered into between them.

327 **14. PREVAILING PARTY.**

328 In the event of any litigation between the parties pertaining to this Contract, the prevailing party shall be entitled to recover, in addition to  
329 any damages or equitable relief, the costs and expenses of litigation, including court costs and reasonable attorney fees. The provisions  
330 of this Section shall survive Closing or any termination of this Contract.

331 **15. SELLER'S DISCLOSURE STATEMENT. (check one)**

332  **A.** Buyer confirms that before signing this offer to purchase, Buyer received a Seller's Disclosure Statement for the Property. The  
333 Seller's Disclosure Statement is not a substitute for any inspection that Buyer may wish to obtain. Buyer is advised to address any  
334 concerns Buyer may have about information in the Seller's Disclosure Statement by use of contingencies under this Contract.

335  **B.** Seller agrees to provide Buyer with a Seller's Disclosure Statement within \_\_\_\_ days (*1 if none stated*) after the Effective Date.  
336 Buyer has \_\_\_\_ days (*3 if left blank*) after delivery of the Disclosure Statement to review it and deliver Notice to Seller if this Contract is  
337 to be terminated (with Earnest Money to be returned to Buyer subject to §8). If Buyer does not timely deliver Notice of termination to  
338 Seller, then Buyer shall be deemed to have accepted the Disclosure Statement without objection.

339  **C.** No Seller's Disclosure Statement will be provided by Seller.

340 **Seller confirms that the information in the Seller's Disclosure Statement (if any) is (or when delivered will be) accurate, to the**  
341 **best of Seller's knowledge. Seller will fully and promptly disclose in writing to Buyer any new information pertaining to the**  
342 **Property that is discovered by or made known to Seller at any time prior to Closing and constitutes an adverse material fact or**  
343 **would make any existing information set forth in the Seller's Disclosure Statement false or materially misleading.**

344 **16. LEAD-BASED PAINT DISCLOSURE.**

345 If required by law, Seller has provided a Disclosure of Information of Lead-Based Paint and/or Lead-Based Paint Hazards form.

346 **17. WALK-THROUGHS/VERIFICATION OF CONDITION.**

347 Buyer, its representatives and any inspector whose report prompted a request for repairs, shall each have the right to enter and "walk-  
348 through" and verify the condition of the Property. "Walk-throughs" are not for the purpose of conducting a new inspection, but only for  
349 Buyer to confirm that: **(1)** the Property is in the same general condition as it was on the Effective Date; and **(2)** any repairs which are  
350 required or agreed upon (*if any*) are completed in a workmanlike manner. **Note: MSC-2600N (Walk-Through Notice) may be used for**  
351 **this purpose.** Waiver of any inspection does not waive the right to a "walk-through". Closing does not relieve Seller of any obligation to  
352 complete any repairs agreed upon or required by this Contract. Seller will arrange, at Seller's expense, to have all utilities turned on  
353 during the Inspection Period and during a "walk-through" (unless utilities have been transferred to Buyer). If the Property is then vacant,  
354 Buyer shall have the right to have the utilities transferred to Buyer within \_\_\_\_ days (*4 if none stated*) prior to Closing.

355 **18. SIGNATURES.**

356 This Contract may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one  
357 and the same instrument. For purposes of executing or amending this Contract, or delivering a Notice pursuant hereto, an approved  
358 standard form or other written document which is signed and transmitted by any electronic method deemed valid in accordance with the  
359 Missouri Uniform Electronic Transactions Act, including but not limited to by facsimile machine, digital signature or a scanned image,  
360 such as a pdf via e-mail, is to be treated as an original signature and document.

361 **19. GOVERNING LAW/CONSTRUCTION.**

362 This Contract shall be construed in accordance with the laws of the State of Missouri, including the requirement to act in good faith. The  
363 terms "**Seller**" and "**Buyer**" may be either singular or plural masculine, feminine or neuter gender, according to whichever is evidenced  
364 by the signatures below. Section captions in this Contract are intended solely for convenience of reference and will not be deemed to  
365 modify, restrict or explain any provision of this Contract. If any provision herein shall for any reason be held to be invalid, illegal or  
366 unenforceable in any respect, then such invalidity, illegality or unenforceability shall not be deemed to terminate this Contract or to affect  
367 any other provision hereof, but rather this Contract shall, to the fullest extent permitted by law, remain in full force and effect and be  
368 construed as if such invalid, illegal or unenforceable provision(s) had never been contained herein; provided, however, that such  
369 provision(s) may be referred to in order to determine the intent of the parties.

370 **20. NOTICES.**

371 Any notice, consent, approval, request, waiver, objection or other communication (collectively, "Notice") required under this Contract  
372 (after its acceptance) to be delivered to Seller shall be in writing and shall be deemed delivered to Seller upon delivery thereof to the  
373 Broker (or any of its affiliated licensees) assisting Seller, whether as a limited agent, designated agent acting, dual agent or transaction  
374 broker. Likewise, any Notice to be delivered to Buyer shall be in writing and shall be deemed delivered to Buyer upon delivery thereof to  
375 the Broker (or any of its affiliated licensees) assisting Buyer, whether as a limited agent, designated agent, dual agent, transaction broker  
376 or Seller's subagent. Refusal to accept service of a Notice shall constitute delivery of the Notice.

377 **21. RIDERS.**

378 The following are attached and incorporated as part of this Contract: (check all that apply)

- 379  Government Loan Rider MSC-2011R  Contingency for Sale of Buyer's Existing Property MSC-2021R
- 380  Back-Up Contract Rider MSC-2023R  Contingency for Closing of Buyer's Existing Property MSC-2022R
- 381  Other \_\_\_\_\_
- 382  Other \_\_\_\_\_
- 383  Other \_\_\_\_\_
- 384  Other \_\_\_\_\_

385 **Note:** This Contract is designed for use in connection with completed construction. If used for new construction, an appropriate rider,  
386 addressing things such as approval of final plans, selection of available options (e.g., flooring, colors, appliances), ability and procedures  
387 to submit change orders, completion deadlines and consequences for failure to meet the same, inspections, construction loan disbursing,  
388 warranties, and anything else that may be important to your situation, should be attached.

389 **22. SPECIAL AGREEMENTS.** (complete only if applicable)

390 \_\_\_\_\_  
391 \_\_\_\_\_  
392 \_\_\_\_\_  
393 \_\_\_\_\_

394 **23. LICENSEE PERSONAL INTEREST DISCLOSURE.** (complete only if applicable)

395 \_\_\_\_\_ (insert name of licensee)

396 is a real estate broker or salesperson, and is (check one or more, as applicable):

- 397  a party to this transaction;
- 398  a principal of and/or has a direct or indirect ownership interest in  Seller  Buyer; and/or
- 399  an immediate family member of  Seller  Buyer. Specify: \_\_\_\_\_

400 **24. SOURCE(S) OF BROKER(S) COMPENSATION.** (check one, neither or both, as applicable)

401  Seller  Buyer (**Note: actual compensation shall be determined by applicable brokerage service agreements**)

402 Seller and Buyer each represent and warrant to the other and to the Broker(s), that the Broker(s) identified in the Brokerage Relationship  
403 Section below is (are) the only real estate broker(s) involved in this sale.

404 **25. BROKERAGE RELATIONSHIP.**

405 Buyer and Seller confirm their receipt of the Broker Disclosure Form prescribed by the Missouri Real Estate Commission, and that  
406 disclosure of the undersigned licensee(s) brokerage relationship, as required by law or regulation, was made to the Seller and/or Buyer  
407 or their respective Broker (as the case may be), by said undersigned licensee(s), no later than the first showing of the Property, upon first  
408 contact, or immediately upon the occurrence of any change to their relationship.

409 **Licensee assisting Buyer is a:** (Check appropriate boxes)

- 410  **Buyer's Limited Agent** (acting on behalf of Buyer)
- 411  **Seller's Limited Agent** (acting on behalf of Seller)
- 412  **Dual Agent** (acting on behalf of both Buyer & Seller)
- 413  **Transaction Broker Assisting Buyer** (not acting on  
414 behalf of either Buyer or Seller)
- 415  **Subagent of Seller** (acting on behalf of Seller)
- 416  **(Also check here if serving as a designated agent)**

417 **Licensee assisting Seller is a:** (Check appropriate boxes)

- 418  **Seller's Limited Agent** (acting on behalf of Seller)
- 419  **Buyer's Limited Agent** (acting on behalf of Buyer)
- 420  **Dual Agent** (acting on behalf of both Seller & Buyer)
- 421  **Transaction Broker Assisting Seller** (not acting on  
422 behalf of either Seller or Buyer)
- 423  **(Also check here if serving as a designated agent)**

424 By signing below, the licensee(s) confirm making timely disclosure of its brokerage relationship to the appropriate parties.

425 \_\_\_\_\_  
426 **Broker's Firm Assisting Buyer**  
427 Broker's Firm State License # \_\_\_\_\_

425 \_\_\_\_\_  
426 **Broker's Firm Assisting Seller**  
427 Broker's Firm State License # \_\_\_\_\_

428 By (Signature) \_\_\_\_\_  
429 Licensee's Printed Name: \_\_\_\_\_  
430 Licensee's State License # \_\_\_\_\_  
431 Date: \_\_\_\_\_

428 By (Signature) \_\_\_\_\_  
429 Licensee's Printed Name: \_\_\_\_\_  
430 Licensee's State License # \_\_\_\_\_  
431 Date: \_\_\_\_\_

432 **26. FRANCHISE DISCLOSURE.**  
 433 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).

434 **27. SALES INFORMATION.**  
 435 Permission is hereby granted by Seller and Buyer for the Broker(s) to provide, effective as of and after the Closing, sales information of  
 436 this transaction, including Purchase Price and Property address, to any multi-listing service, local Association or Board of REALTORS®,  
 437 its members, member's prospects, appraisers and other professional users of real estate data.

438 **28. FIRPTA.**  
 439 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  
 440 agrees to deliver a certificate at Closing to that effect which contains Seller's tax ID number.

441 **29. ANTI-TERRORISM.**  
 442 Each party hereto represents and warrants to each other party and to the Broker(s), that such party is not, and is not acting, directly or  
 443 indirectly, for or on behalf of any person or entity, named as a Specially Designated National and Blocked Person (as defined in  
 444 Presidential Exec. Order 13224), or with whom you are prohibited to do business under anti-terrorism laws.

445 **30. ACCEPTANCE DEADLINE/EFFECTIVE DATE.**  
 446 Buyer's offer to purchase the Property shall automatically expire if Seller has not accepted it by \_\_\_\_\_m., on  
 447 \_\_\_\_\_ (the "Acceptance Deadline"). This offer may be accepted by: (1) Seller signing it; and (2)  
 448 providing timely notice of such acceptance (which may be given orally or in writing) to Buyer or to the licensee assisting Buyer (i.e., on  
 449 or before the Acceptance Deadline). This Contract will become valid and legally binding at such time. The "Effective Date" of this  
 450 Contract shall be the date adjacent to the signature of the last party to sign this Contract.

451 **31. TIME IS OF THE ESSENCE.**  
 452 **Time is of the essence in the performance of the parties obligations under this Contract.** All references to a specified time shall  
 453 mean Central Time. As used herein, a "day" is defined as a 24-hour calendar day, seven (7) days per week.

454  Check box if additional signatures are needed and attach Additional Signature Page (MSC-5070).

**SELLER ACCEPTS OFFER (Sign Below)**

455 _____ 456 <b>BUYER</b> <span style="float: right;"><b>Date</b></span> 457 Printed Name: _____	_____ <b>SELLER</b> <span style="float: right;"><b>Date and Time</b></span> Printed Name: _____
458 _____ 459 <b>BUYER</b> <span style="float: right;"><b>Date</b></span> 460 Printed Name: _____	_____ <b>SELLER</b> <span style="float: right;"><b>Date and Time</b></span> Printed Name: _____

461 <i>If signing on behalf of a trust or other legal entity,</i> 462 <i>please print its name and your title below:</i> 463 _____ 464 Printed Entity Name 465 Title(s): _____ 466 _____	<i>If signing on behalf of a trust or other legal entity,</i> <i>please print its name and your title below:</i> _____ Printed Entity Name Title(s): _____ _____
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**SELLER REJECTS OFFER (Initial) \_\_\_\_\_**

**SELLER COUNTER-OFFERS (Initial) \_\_\_\_\_**  
 Counter Offer form MSC-2040, which amends the terms of this offer, is attached and incorporated into this Contract

\*\*\*\*\*

**RECEIPT & ACKNOWLEDGEMENT**

Receipt of Earnest Money is acknowledged by the undersigned and will be delivered to Escrow Agent as set forth above.

By (Signature) \_\_\_\_\_  
 Licensee's Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

Approved by legal counsel for use exclusively by current members of the Missouri REALTORS®, Columbia, Missouri. No warranty is made or implied as to the legal validity or adequacy of this Contract, or that it complies in every respect with the law or that its use is appropriate for all situations. Local law, customs and practice, and differing circumstances in each transaction, may each dictate that amendments to this Contract be made.  
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