



**REQUEST FOR COMMISSION ACTION**  
**CITY OF INDEPENDENCE**  
**June 11, 2020**

**Department** Housing Authority

**Director Approval** April Nutt

**AGENDA ITEM** Consider authorizing the sale of property located at 1901 Bradley Court

**SUMMARY RECOMMENDATION** Approve Request

**BACKGROUND** This home has been constructed with funds from the Independence Housing Authority's Development Account. Due to the Housing Authority not being able to hold property in the Independence Housing Authority's name, the City of Independence provides that service. The IHA Board has approved the sale of this home and requests the City of Independence to honor that agreement.

**BUDGET IMPACT** This is not a City of Independence project and therefore does not impact the City budget.

**SUGGESTED MOTION** I move to approve the sale of 1901 Bradley Court to Nicole Donn Rothgeb.

**SUPPORTING DOCUMENTS** New Home Real Estate Contract



## NEW HOME REAL ESTATE CONTRACT

Document updated:  
April 2016

1. **PARTIES:** The parties to this Contract are: (Print Names and Indicate Marital Status)

**SELLER:** City of Independence

MARRIED

**BUYER:** Nicole D Rothgeb

MARRIED

2. **EFFECTIVE DATE OF THE CONTRACT:** The "Effective Date" of this Contract shall be the date of final acceptance by the last party to sign this Contract.

3. **AGREEMENT TO SELL AND PROPERTY ADDRESS:** BUYER agrees to purchase and SELLER agrees to sell the following-described real property (the "Property"), upon which there is to be constructed or completed a dwelling unit (the "Home"):

**STREET ADDRESS:** 1901 Bradley Ct

**CITY:** Independence **COUNTY:** Montgomery **STATE:** KS **ZIP CODE:** 67301-3062

**LEGAL DESCRIPTION:**

Lot 1, Blk 1 Eisenhower Addition

4. **PURCHASE PRICE OF THE PROPERTY:** BUYER shall pay \$ 180,900.00 to the SELLER as the Purchase Price as consideration for the purchase of the Property in the manner as follows:

A. **EARNEST MONEY** (See Section 6): \$ 500.00

B. **LOT RESERVATION DEPOSIT** (See Section 7): \$ \_\_\_\_\_

C. **ADDITIONAL DEPOSIT TO SELLER** (See Section 8): \$ \_\_\_\_\_

D. **NEW MORTGAGE** (See Section 9): \$ 139,900.00

E. **OTHER FUNDS:** Second Mortgage Grant from IHA \$ 31,000.00

F. **APPROXIMATE BALANCE DUE FROM BUYER** at the time of closing, excluding adjustments and pro-rations, financing as set forth in the Contract or the attached financing addendum, closing costs, any pre-paid expenses and excesses over allowances (if any). Said amount to be in the form of Cash, Certified, Cashier's Check or wired funds on the Closing Date. \$ 9,500.00

G. **OTHER SELLER PAID COSTS IN ADDITION TO COSTS SPECIFIED ABOVE**, SELLER agrees to pay BUYER'S other allowable closing costs or pre-paid expenses not to exceed (this amount  shall  shall not include the amount of any title insurance charges and closing agent fees the SELLER has also agreed to pay under Sections 5 and 34 of this Contract): \$ 4,497.00

5. **CLOSING AND POSSESSION:**

A. The Closing Date of this Contract shall be (check one box):

July 15, 2020 (specified date);

\_\_\_\_\_ calendar days (180 if left blank) after the satisfaction or waiver of all financing or other contingencies found in this Contract; or

If acceptable to both the BUYER and SELLER, such earlier date following the issuance of a certificate of occupancy or temporary certificate of occupancy for the Home.

B. SELLER agrees and acknowledges that the disbursement of sale proceeds may not be made until after the deed (and the mortgage if applicable) has been recorded. The deed and mortgage shall be recorded as soon as possible after closing.

C. SELLER agrees to provide possession of the Property and the keys to the BUYER immediately following the completion of closing and disbursement of the SELLER'S proceeds. BUYER shall not occupy the Property or place any personal property in or on the Property prior to the completion of the closing and disbursement of the SELLER'S proceeds.

D. If closing is delayed through no fault of either party, BUYER and SELLER agree that the Closing Date shall be extended for a reasonable period of time not to exceed 30 calendar days.

E.  BUYER  SELLER  BUYER and SELLER equally shall pay any closing agent fees.

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6. EARNEST MONEY:

- A. BUYER agrees to deposit \$ 500.00 as Earnest Money in the form of  Cash  Personal Check  Money Order  Cashier's Check  Other \_\_\_\_\_ with Security 1st Title (the name of the earnest money holder) as a guarantee that the BUYER shall fulfill the terms and conditions of this Contract.
- B. BUYER acknowledges that the Earnest Money shall be deposited within five business days after this Contract is signed by all parties. BUYER agrees and acknowledges that these funds may be deposited into an interest-bearing account and that the Escrow Agent or Listing Broker has the right to retain all interest earned on these funds. BUYER agrees and acknowledges that BUYER is not entitled to any interest on the Earnest Money.
- C. In the event that the BUYER fails for any reason to fulfill any of the BUYER'S obligations under this Contract, SELLER may at the SELLER'S option cancel this Contract and, upon the cancellation of this Contract by the SELLER, the Earnest Money shall become the sole property of the SELLER. In the event that the Earnest Money is forfeited by the BUYER as stated in this subsection, all expenses of the sale incurred by the BUYER, SELLER and any real estate licensees involved in the transaction as of the date of cancellation or default, including but not limited to appraisals, credit reports, inspections, repairs, surveys and title insurance, shall be paid prior to any remaining funds from the forfeited Earnest Money being released to the SELLER.
- D. If either the BUYER or SELLER cancels this Contract as provided under one of the provisions concerning appraisals, financing, inspections, liens or title evidence contained in this Contract, the BUYER'S Earnest Money shall be returned to the BUYER. In the event that the Earnest Money is returned to the BUYER under this subsection, all expenses of this transaction incurred by the BUYER, SELLER and any real estate licensees involved in the transaction as of the date of cancellation, including but not limited to appraisals, credit reports, inspections, repairs, surveys and title insurance, shall be deducted from the Earnest Money and paid prior to the release of the remaining funds to the BUYER.
- E. In the event that the SELLER is unable to provide merchantable title to the Property or otherwise defaults on the SELLER'S obligations under this Contract, the Earnest Money shall be returned in full to the BUYER.
- F. In the event that the Earnest Money is either forfeited to the SELLER or returned to the BUYER, BUYER and SELLER shall both have the option of seeking specific performance of this Contract or any other applicable legal or equitable relief.
- G. Notwithstanding any other terms or conditions of this Contract regarding the distribution of the Earnest Money deposit, the BUYER and SELLER understand that applicable Kansas law prohibits the Listing Broker or Escrow Agent from distributing the Earnest Money deposit without the consent of all parties to this Contract. Pursuant to K.S.A. 58-3061(g), the Listing Broker can only disburse Earnest Money under the following conditions: (1) pursuant to a written authorization of both the BUYER and SELLER; (2) pursuant to a court order; or (3) upon the closing of the transaction according to the agreement of the parties.
- H. BUYER and SELLER agree that the failure to either (1) respond in writing to a certified letter from the Listing Broker within seven (7) calendar days of receiving the letter or (2) make written demand for return or forfeiture of any Earnest Money deposit within thirty (30) calendar days of notice of cancellation of this Contract shall constitute consent to the distribution of the Earnest Money deposit as suggested in any such certified letter or as demanded by the other party to this Contract. If a dispute arises over the disposition of funds or documents deposited with the Listing Broker or Escrow Agent, BUYER and SELLER agree that any attorneys' fees, court costs or any other legal expenses incurred by the Listing Broker or Escrow Agent in connection with such dispute shall be reimbursed from the Earnest Money or other funds deposited with the Listing Broker or Escrow Agent.

7.  LOT RESERVATION DEPOSIT (Section must be checked if applicable): The Lot Reservation Deposit shall be transferred to \_\_\_\_\_ (the name of recipient) from the Lot Sale Contract or Lot Reservation Agreement dated \_\_\_\_\_ in the amount of \$ \_\_\_\_\_. BUYER and SELLER agree that the Lot Reservation Deposit shall be  REFUNDABLE  NON-REFUNDABLE.

8.  ADDITIONAL DEPOSIT TO SELLER (Section must be checked if applicable): BUYER and SELLER agree that an additional deposit in the amount of \$ \_\_\_\_\_ shall be deposited with \_\_\_\_\_ (name of deposit holder) within \_\_\_\_\_ calendar days (ten if left blank) after this Contract is signed by all parties. BUYER and SELLER agree that the Additional Deposit to SELLER shall be  REFUNDABLE  NON-REFUNDABLE.

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9.  **NEW MORTGAGE FINANCING CONTINGENCY** (Section must be checked if applicable):

- A. This Contract shall be contingent upon the BUYER obtaining mortgage financing to purchase the Property. BUYER will obtain a mortgage loan in the principal amount of \$ 139,900.00 plus financed mortgage insurance premiums, if any, at an initial rate not to exceed \_\_\_\_\_ % for a term of not more than \_\_\_\_\_ years.
- B. BUYER shall complete a written application for the mortgage loan and pay the fees required by the mortgage lender within \_\_\_\_\_ calendar days (15 if left blank) after the Effective Date of this Contract.
- C. BUYER agrees to make a good faith effort to obtain a commitment for the mortgage loan within \_\_\_\_\_ calendar days (45 if left blank) after the Effective Date of this Contract or by the Closing Date, whichever is earlier. In the event that the BUYER is unable to obtain a financing commitment within the time frame specified in this subsection, the BUYER shall notify the SELLER or the SELLER'S agent in writing and, if requested by the SELLER or SELLER'S agent, provide satisfactory written evidence of rejection.
- D. Once the SELLER has received the required written notice that the BUYER has been unable to obtain a commitment for a mortgage loan and the SELLER cannot or elects not to assist the BUYER in obtaining the required mortgage financing, this Contract shall be cancelled and the Earnest Money and all refundable deposits paid by the BUYER pursuant to this Contract shall be refunded to the BUYER subject to the terms and conditions contained in this Contract.

10.  **CONTINGENCY FOR CLOSING OF BUYER'S PROPERTY:** (Section must be checked if applicable)

- A. This Contract is contingent upon the closing of the BUYER'S property located at the following address: \_\_\_\_\_
- B. If this section is checked, the Contingency for Closing of Buyer's Property Addendum must be completed and signed by both parties as an addendum to this Contract.

11.  **HOME WARRANTY PLAN** (Section must be checked if applicable):

- A.  BUYER  SELLER agrees to purchase a home warranty plan, with the cost of the plan to be paid at closing, from \_\_\_\_\_ (vendor) at a cost not to exceed \$ \_\_\_\_\_ with a per claim deductible of no more than \$ \_\_\_\_\_.
- B. A home warranty plan is a limited service contract covering the repair or restoration of the working components of the Property for a specified period of time from the Closing Date, subject to the terms and conditions of the individual plan. Home warranty plans may not cover pre-existing conditions and are not a substitute for inspections.

12. **DELAYS OR EXTENSION OF CLOSING:**

- A. If the completion of construction on the Home is delayed due to weather, strikes, acts of God or Change Orders, BUYER'S delays or other conditions over which the SELLER has no control, regardless of any other provision of this Contract, the Closing Date and possession under this Contract shall be extended for that period of time caused by any such delay in construction.
- B. SELLER shall promptly provide written notice to the BUYER identifying the length of time and cause of the delay. With notice, BUYER shall assume responsibility for notifying any mortgage lenders of the delay in closing and possession. The normal scheduling of sub-contractors and employees on the construction of the Home shall be the responsibility of the SELLER.

13. **COMMENCEMENT OR CONTINUATION OF CONSTRUCTION:**

- A. SELLER shall not be required to commence or, if already commenced, continue with the construction of the Home until the BUYER has satisfied or the BUYER and SELLER have agreed in writing to waive any financing contingencies or the Contingency for the Sale of BUYER'S Property agreed to the BUYER and SELLER under this Contract.
- B. If the BUYER requests that construction on the Home commence or, if already commenced, to continue construction prior to the satisfaction or waiver of any financing contingencies or the Contingency for the Sale of BUYER'S Property under this Contract, SELLER  agrees  does not agree to the BUYER'S request to commence or continue construction. Even if the BUYER is unable to satisfy any mortgage financing contingencies contained in this Contract or is unable to sell the BUYER'S existing property under the Contingency for the Sale of BUYER'S Property, the BUYER agrees that by signing below this section all Earnest Money and additional deposits shall be made non-refundable if the SELLER has performed under the terms and conditions of this Contract, unless prohibited by law.

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**City of Independence**

SELLER'S Company Name (applies to only this section)

BUYER'S Signature (applies to only this section)

Nicole D Rothgeb

Company Owner/Officer/Partner (applies to only this section)

BUYER'S Signature (applies to only this section)

**14. CONSTRUCTION OF THE HOME:**

A. SELLER shall complete construction of the Home as follows:

- The plans and specifications (if available) prepared by \_\_\_\_\_, number \_\_\_\_\_, last dated \_\_\_\_\_, including any specification and allowance sheets that have been initiated by the BUYER and SELLER on each page and all additions, revisions and substitutions to the specification and allowance sheets approved by both the BUYER and SELLER as provided in this Contract;
- Substantially the same specifications, standards and materials as found in the model or existing dwelling unit located at \_\_\_\_\_ (address), excluding wallpaper, window treatments, decorative features and furnishings and except as modified in a separate addendum; or
- Plans and specifications are not applicable as the BUYER is purchasing an existing or completed dwelling unit.

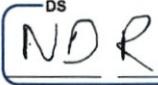
**15. PLANS AND CHANGE ORDERS:**

- A. BUYER may request certain additions, deletions, revisions or substitutions to the plans and specifications specified in this Contract by filing a New Home Change Order Addendum with the SELLER. If both the BUYER and SELLER agree to the proposed additions, deletions, revisions or substitutions and sign the New Home Change Order Addendum, the provisions of this Contract shall apply to the new plans and specifications with the same effect as the original plans and specifications.
- B. BUYER agrees and acknowledges that the SELLER may condition the SELLER'S agreement to any such New Home Change Order Addendum on the BUYER'S agreement to increase the Purchase Price under this Contract or provide a non-refundable payment to offset any additional costs for the addition, deletions, revisions or substitutions contained in any New Home Change Order Addendum.
- C. BUYER and SELLER agree that any additional costs for the additions, deletions, revisions or substitutions contained in any New Home Change Order Addendums agreed to by the BUYER and SELLER shall be paid by the BUYER as indicated in the New Home Change Order Addendum and that all payments for change orders by the BUYER shall be non-refundable.
- D. BUYER and SELLER agree that any new Home Change Order Addendum shall identify all charges and delays in the Closing Date necessitated by the additions, deletions, revisions or substitutions agreed to by the BUYER and SELLER in any New Home Change Order Addendums.
- E. BUYER agrees that no oral or verbal change order requests shall be made by the BUYER and that no change order requests shall be delivered to any subcontractors or suppliers of the SELLER without the SELLER'S prior written consent.

**16. ALLOWANCES -- ADJUSTMENTS AND OVERAGES:**

- A. BUYER and SELLER agree and acknowledge that in the event that the BUYER exceeds the SELLER'S allowances as provided on the New Home Allowance Addendum, overages shall be paid by the BUYER directly to the SELLER or supplier at the time of the selection by the BUYER and shall not be refundable to the BUYER unless the SELLER fails to close in accordance with the terms and conditions of this Contract.
- B. In the event that the BUYER'S selections are less than the SELLER'S allowances as provided on the New Home Allowance Addendum, the SELLER agrees that the BUYER may apply the difference to another allowance or receive a credit at closing, if permitted by the BUYER'S mortgage lender.
- C. It is understood by the BUYER that the shrubbery allowance may not be credited and that shrubbery must be installed.

**17. PLACEMENT OF IMPROVEMENTS:** After consultation with the BUYER, BUYER agrees that SELLER reserves the right to make the final decision of placement of the Home on the Property, the height of the driveway and the number of steps provided to the Home, garage and from the driveway to the front stoop of the Home.

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**18. MATERIALS:**

- A. Materials, including allowances, selected by the BUYER for the Home must be obtained from the SELLER'S existing supplier, available for immediate installation and installed by the SELLER or SELLER'S agents, employees, contractors or subcontractors. Any deviation must be approved in writing by the BUYER and SELLER on a New Home Change Order Addendum.
- B. BUYER shall make selections of any optional color, style or material offered by the SELLER in writing on the form supplied by the SELLER and at the time and place designated by the SELLER. If the BUYER fails to make all required selections within ten (10) calendar days after the SELLER'S request, BUYER agrees and acknowledges that the SELLER may make the selections consistent with the plans and specifications for the Home.

**19. SUB-SURFACE CONDITIONS/SITE PREPARATION:**

- A. BUYER and SELLER agree and acknowledge that this section refers to sub-surface conditions that are not visibly apparent and that would not be part of normal site preparation and excavation.
- B. BUYER is STRONGLY ADVISED to obtain inspections and testing regarding sub-surface conditions to reduce the likelihood of unexpected expenses. BUYER shall pay for all costs associated with such inspection and testing of sub-surface conditions.
- C. The Purchase Price stated in this Contract is predicated upon no rock or shale being encountered while excavating or ditching, no condition below the surface of the ground presenting problems due to the presence of springs or other water systems, no unexpected utility or sewer elevations, no unstable soil or any substantial movement/alterations of earth to and from the Property or non-bearable soils. In the event that any such conditions are encountered, the SELLER agrees to timely notify the BUYER in writing of such conditions and the additional costs necessary to correct such conditions on the Property.
- D. SELLER'S cost for site preparation is \$ \_\_\_\_\_ (zero if left blank). If costs for site preparation exceed this amount, SELLER shall make a timely determination of any additional costs and notify the BUYER in writing of the amount of and reasoning for the additional costs. Any additional out-of-pocket costs for site preparation in excess of SELLER'S cost shall be paid as follows: BUYER shall pay the first \$ \_\_\_\_\_ (zero if left blank) and SELLER shall pay the next \$ \_\_\_\_\_ (zero if left blank).
- E. If the additional site preparation costs do not exceed the total amount agreed upon in this section, BUYER shall pay the BUYER'S portion of the additional costs to the SELLER within five (5) calendar days after the notification of additional costs from the SELLER.
- F. If the additional site preparation costs exceed the total amount agreed upon in this section and if the BUYER and SELLER cannot agree to a written New Home Change Order Addendum to cover the payment of such additional site preparation costs within five (5) calendar days after the BUYER receives the notification of additional costs from the SELLER, this Contract shall be cancelled and the Earnest Money shall be refunded to the BUYER subject to the provisions of this Contract.

**20. DRAINAGE:**

- A. Unless otherwise expressly provided in the plans and specifications for the Home, the Purchase Price specified in this Contract shall include a drainage system consisting solely of the grading of the Property in accordance with the overall approved grading plans for the development and installation of gutters, down spouts and splash blocks.
- B. If any other grading, drains or other installations become necessary for the Property to drain properly (even after closing) or if grading in accordance with the developer's plans is impractical or ineffective due to the grading of adjacent properties by other parties, the SELLER shall notify the BUYER of any such conditions and:
  - (1) If prior to closing, the Purchase Price shall automatically increase by the amount of the SELLER'S additional out-of-pocket costs incurred in connection with such additional measures.
  - (2) If after closing, the BUYER shall pay such additional costs.

**21. CHANGES IN GOVERNMENT REQUIREMENTS:**

- A. The Purchase Price is predicated upon a continuation of the currently applicable building codes and their enforcement policies, permitting requirements and fees (including but not limited to required government financing fees) and similar government and utility requirements after the Effective Date of this Contract.
- B. In the event that any change in such codes, policies or requirements becomes effective after the Effective Date of this Contract and the change affects the costs to construct the Home, the SELLER shall notify the BUYER of such change and the Purchase Price under this Contract shall automatically increase by the amount of the SELLER'S additional out-of-pocket costs incurred in connection with the change.

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**22. RELEASE AND INDEMNIFICATION:**

- A. BUYER agrees and acknowledges that the Property will be a construction site during the construction of the Home and that it will be dangerous for the BUYER or BUYER'S guests to be present at the site. BUYER may visit and inspect the work being done on the Property during the construction of the Home, but the BUYER shall not interfere with the work being conducted on the Property, give direction to any sub-contractor or supplier or place the BUYER or BUYER'S guests at risk of injury.
- B. BUYER hereby releases and agrees to indemnify and hold SELLER and any real estate licensees involved in this transaction, and their agents, sub-agents, employees and independent contractors, harmless from and against any and all actions, claims, damages, demands, expenses, liabilities, losses or suits (including reasonable attorneys' fees) arising from any actual or claimed bodily injury, property damage or injury of any kind or character (including death) suffered or sustained by the BUYER or by any of the BUYER'S agents, employees, family members, guests, invitees or licensees (including children) during any time that any of the foregoing individuals may be present on the Property during the construction of the Home.

**23. RIGHT TO REPAIR CONSTRUCTION DEFECTS:** Under applicable state law, BUYER agrees and acknowledges that there are important requirements that must be followed before the BUYER may file a lawsuit for defective construction against the contractor who constructed the BUYER'S home. If the BUYER fails to follow the strict requirements contained in the law, the BUYER agrees and acknowledges that this will affect the BUYER'S ability to file a lawsuit against the contractor for construction defects in the Home.

**24. ESCROW OF INCOMPLETE ITEMS:**

- A. BUYER and SELLER agree that any incomplete items (excluding any title deficiencies, warranty, walk-through or remedial items) required to be completed prior to closing shall be listed along with their respective costs, as determined by the SELLER, and deducted from the SELLER'S proceeds and held in escrow at closing along with any amounts required to be held in escrow in excess of the allowance.
- B. BUYER and SELLER agree to execute an Escrow Agreement at closing in a form that is satisfactory to the BUYER, SELLER, mortgage lender and escrow agent. Escrow funds for each completed item shall be released to the SELLER in accordance with the terms of the Escrow Agreement.
- C. In the event that an escrow is required as a result of the BUYER'S request for a delay in the installation of fencing, landscaping, sprinkler system, sod or other exterior amenities, BUYER agrees that any amounts required to be held in escrow in excess of the allowances provided in this Contract shall be deposited by the BUYER and that any inspection or re-inspection fees for said items shall be paid by the BUYER.
- D. In the event an escrow is required at the SELLER'S request for a delay in the construction of the Home, any inspection or re-inspection fees shall be paid by the SELLER.

**25. HOMEOWNERS' ASSOCIATION OR COMMON INTEREST COMMUNITY:**

- A. SELLER agrees to disclose, to the best of his or her knowledge, whether the Property is subject to a homeowners' association or other common interest community and whether the Property is subject to any assessments charges, dues or fees.
- B. To the best of the SELLER'S knowledge:
  - There is no active homeowners' association or common interest community in the area and the Property is not subject to any assessments, charges, dues or fees. SELLER has never been billed or paid any assessments, charges, dues or fees for the Property and, to the best of the SELLER'S knowledge, there are no such assessments, charges, dues or fees outstanding on the Property that might form the basis of a lien imposed upon the Property.
  - SELLER discloses and BUYER acknowledges that the Property is subject to a homeowners' association or other common interest community and that an assessment, charge, dues or fee shall be assessed against the Property in the amount of \$ \_\_\_\_\_ per  month  quarter  year and are subject to adjustment at the sole discretion of the homeowners' association or common interest community. SELLER agrees to provide a current copy of any bylaws, declarations, covenants and rules and regulations of the homeowners' association or common interest community to the BUYER prior to the Closing Date.
- C. SELLER warrants that the SELLER has no knowledge of whether the Property is subject to a homeowners' association or other common interest community for which the Property shall be subject to any assessments, charges, dues or fees except as accurately and completely disclosed in this Contract or any addendums to this Contract. SELLER agrees to defend, indemnify and hold the BUYER harmless from and against any and all actions, claims, damages, demands, expenses, losses or suits (including reasonable attorneys' fees) resulting from an obligation for payment of any assessments, charges, dues or fees to any homeowners' association or common interest community that were due prior to the Closing Date.

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D. BUYER and SELLER agree to defend, indemnify and hold harmless any real estate licensees involved in this transaction and their agents, sub-agents, employees and independent contractors from and against any and all actions, claims, damages, demands, expenses, losses or suits (including reasonable attorneys' fees) resulting from the information the SELLER has provided to the BUYER regarding homeowners' associations or other common interest communities.

**26. PAYMENT OF HOMEOWNERS' ASSOCIATION CHARGES, SPECIAL ASSESSMENTS AND TAXES:**

- A. SELLER represents and warrants that all of the homeowners' association charges, special assessments, real estate taxes and any other contractual obligations of the SELLER to be assumed by the BUYER that are currently due and payable for years prior to the current calendar year shall be paid by the SELLER prior to closing.
- B. BUYER and SELLER agree that all of the homeowners' association charges, special assessments, real estate taxes and any other contractual obligations of the SELLER to be assumed by the BUYER that become due and accrue during the calendar year in which the SELLER'S warranty deed is delivered shall be paid by  BUYER  SELLER  prorated between the BUYER and SELLER on the Closing Date.
- C. If the amount of any homeowners' association charges, special assessments, real estate taxes and any other contractual obligations of the SELLER to be assumed by the BUYER cannot be ascertained from the public record for the calendar year in which the SELLER's warranty deed is delivered, BUYER and SELLER agree that the amount of the item for the preceding year shall be used to calculate the current calendar year's amount.
- D. BUYER and SELLER agree that if the Property has been reappraised or reclassified within the preceding year and the actual real estate taxes based on the new value are not available, the BUYER and SELLER will agree to a reasonable estimation of the current year's real estate taxes based on the information available on the Closing Date.
- E. BUYER acknowledges that the assessed valuation, classification, mill levy and real estate taxes may change from year to year during the BUYER'S ownership of the Property and that any periodic reappraisal required by law may result in a change (and a potential increase) of the real estate taxes due on the Property.
- F. SELLER warrants that the SELLER does not have any knowledge of any easements or sewer, street or other proposed special assessments except as accurately and completely disclosed on the Special Assessment Disclosure Addendum. BUYER and SELLER agree to hold harmless any real estate licensees involved in this transaction and their agents, sub-agents, employees and independent contractors, from and against any and all actions, claims, damages, demands, expenses, losses or suits (including reasonable attorneys' fees) resulting from the information the SELLER has given regarding any easements or sewer, street or other proposed special assessments on the Property.

**27. SURVEY OF THE PROPERTY:**

- A. BUYER and SELLER agree that:
  - (1)  A "staked" boundary survey of the Property shall be obtained at the  BUYER'S expense  SELLER'S expense  divided equally between the BUYER'S and SELLER'S expense; or
  - (2)  No "staked" boundary survey will be performed as part of this Contract.
- B. BUYER understands that the lender may order a survey called a "Mortgagee Title Inspection" on the Property, which does not include the staking of property corners. BUYER is also aware that title insurance may not cover survey-related issues, even if a recent survey has been completed. The title policy furnished to the BUYER under this Contract will contain a survey exception under Schedule B unless the BUYER provides a boundary survey to the title company at the BUYER'S expense.
- C. BUYER and SELLER agree to defend, indemnify and hold harmless any real estate licensees involved in this transaction and their agents, sub-agents, employees and independent contractors from and against any and all actions, claims, damages, demands, expenses, losses or suits (including reasonable attorneys' fees) relating to any acreage matters, boundary line disputes, defects, encroachments, overlaps or other matters that would have been disclosed or discovered by a survey.
- D. SELLER represents and warrants that there is ingress and egress to the Property.

**28. LIENS ON THE PROPERTY:**

- A. SELLER represents and warrants that there are no unpaid chattel mortgages, conditional sales contracts, financing statements or security agreements (whether recorded or not) affecting any fixture, portion of the Property or item of personal property included in the sale of the Property under this Contract.
- B. BUYER and SELLER agree that any existing liens on the Property that the SELLER is required to remove under this Contract may be paid and discharged from the SELLER'S proceeds at closing.

BUYER'S INITIALS DS  
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- C. SELLER shall indemnify and hold BUYER harmless from any obligation for payment of any amounts by reason of any liens on the Property that accrued prior to the closing of this Contract.
- D. BUYER and SELLER agree to defend, indemnify and hold harmless any real estate licensees involved in this transaction and their agents, sub-agents, employees and independent contractors from and against any and all actions, claims, damages, demands, expenses, losses or suits (including reasonable attorneys' fees) resulting from any unpaid chattel mortgages, conditional sales contracts, financing statement, liens or security agreements on the Property or any personal property included in the sale of the Property under this Contract.

**29. INSPECTIONS OF THE PROPERTY:**

- A. Subject to any inspections permitted by this Contract and the potential cancellation of the Contract due to the discovery of Unacceptable Conditions contained in this section, **BUYER AGREES TO PURCHASE AND ACCEPT THE PROPERTY AS IS IN ITS CURRENT CONDITION ONLY, WITHOUT GUARANTEES, REPRESENTATIONS OR WARRANTIES OF ANY KIND BY THE SELLER OR ANY REAL ESTATE LICENSEES INVOLVED IN THIS TRANSACTION CONCERNING THE CONDITION OR VALUE OF THE PROPERTY.** This shall not be deemed to be a waiver or modification of any implied warranties that may exist.
- B. BUYER is STRONGLY ADVISED to seek expert advice and conduct or obtain inspections to determine if damages, defects or hazards exist in and on the Property. If inspections are not performed on all or part of the Property, BUYER shall be bound by whatever information an inspection would have revealed and waives any cause of action, claim or right relating to or arising from any condition of the Property that would have been apparent had inspections been performed.
- C. BUYER shall  carefully inspect the Property  waive the right to conduct due diligence and conduct or obtain inspections on the Property. BUYER agrees that the BUYER was given the right to conduct due diligence and conduct or obtain inspections on the Property and that any inspections not conducted or obtained were waived by the BUYER. BUYER and SELLER agree that all optional inspections below that are checked shall be included in the terms and conditions of this Contract and inspections that are not checked shall not be part of this Contract.

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 BUYER'S INITIALS

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 BUYER'S INITIALS

(BUYER(S) MUST INITIAL THESE BLANKS)

- D. BUYER may conduct and obtain any inspections or re-inspections on the Property desired by the BUYER at BUYER'S sole expense. Unless otherwise specified in this Contract, all of the inspections desired by the BUYER shall be completed by a qualified professional within \_\_\_\_\_ calendar days (ten if left blank) of the completion of the Home.
- E. SELLER agrees to provide BUYER and any qualified professionals engaged by the BUYER with reasonable access to the Property to conduct inspections, re-inspections, inspections of any corrective measures completed by the SELLER and final walk-throughs prior to closing. BUYER shall be responsible for and pay for any damage to the Property resulting from any inspections conducted or obtained by the BUYER.
- F. If an inspection conducted or obtained by the BUYER reveals Unacceptable Conditions, the BUYER shall provide a copy of the written inspection report to the SELLER and the real estate licensee assisting the SELLER within \_\_\_\_\_ (ten if left blank) calendar days after the completion of the Home. An "Unacceptable Condition" means any condition identified in a written inspection report prepared by an independent qualified professional that is unacceptable to the BUYER. BUYER and SELLER agree to provide all written inspection reports to all real estate licensees involved in this transaction.
- G. Upon the receipt of the written inspection report identifying the Unacceptable Conditions, the SELLER agrees to complete or pay for the remediation or repair of any Unacceptable Conditions identified by the BUYER, provided that the total cost for all remediation or repairs resulting from the Unacceptable Conditions does not exceed \$ \_\_\_\_\_ (zero if left blank).
- H. If the costs of the remediation or repair for Unacceptable Conditions exceed the amount specified above, BUYER and SELLER shall agree in writing whether the BUYER, SELLER or both parties shall pay and in what amounts for the excess costs for remediation or repair of the Unacceptable Conditions.
- I. BUYER agrees and acknowledges that no important representations of the SELLER or any real estate licensees involved in this transaction concerning the condition of the Property are being relied upon by the BUYER except as disclosed as follows:

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BUYER'S INITIALS NDR  
 SELLER'S INITIALS \_\_\_\_\_

- J. BUYER and SELLER agree that any real estate licensees involved in this transaction are not experts regarding whether any unacceptable property conditions exist in and on the Property. BUYER and SELLER agree to defend, indemnify and hold harmless any real estate licensees involved in this transaction and their agents, sub-agents, employees and independent contractors from and against any and all actions, claims, damages, demands, expenses, liabilities, losses or suits (including reasonable attorneys' fees) arising out of the discovery of property defects or unacceptable property conditions in the Property, unless the real estate licensees had actual knowledge of the conditions prior to the closing of this Contract and failed to disclose this information to the parties.
- K. BUYER and SELLER jointly and severally agree to defend, indemnify and hold harmless any real estate licensees involved in this transaction and their agents, sub-agents, employees and independent contractors from and against any and all actions, claims, damages, demands, expenses, liabilities, losses or suits (including reasonable attorneys' fees and professional fees) incurred in connection with any preventative, remedial or other cleanup action necessary to comply with all applicable federal, state and local environmental laws, rules, regulations and ordinances. SELLER warrants that to the best of SELLER'S knowledge and belief after due inquiry, the Property complies with and that SELLER is not in violation of and has not violated any applicable federal, state and local environmental laws, rules, regulations or ordinances.
- L. If the BUYER'S mortgage lender requires a termite inspection report, the BUYER shall be solely responsible for arranging and paying for the termite inspection and the cost of any treatment for termites required on the Property. If the BUYER is prohibited by the mortgage lender from paying for the cost of any treatment, then the costs shall be paid by the SELLER. The responsible party shall provide the termite inspection report to the mortgage lender within 30 calendar days prior to the Closing Date and shall provide notice of treatment to the BUYER and mortgage lender prior to the Closing Date.

**30. POTENTIAL PROXIMITY OF REGISTERED OFFENDERS TO PROPERTY:**

- A. Kansas state law requires persons who are convicted of certain crimes, including certain sexually violent crimes, to register with the sheriff of the county in which they reside. If you as the BUYER desire information regarding those registrants, you may find information on the homepage of the Kansas Bureau of Investigation (KBI) at <http://www.kansas.gov/kbi> or by contacting the local sheriff's office.
- B. BUYER and SELLER agree that any real estate licensees involved in this transaction owe no duty or obligation to the BUYER to conduct an independent investigation as to the potential proximity of registered offenders to the Property. BUYER and SELLER agree to defend, indemnify and hold harmless any real estate licensees involved in this transaction and their agents, sub-agents, employees and independent contractors from and against any and all actions, claims, damages, demands, expenses, liabilities, losses or suits (including reasonable attorneys' fees) arising out of the discovery of registered offenders residing within relative proximity to the Property.

**31. RADON GAS NOTICE:**

- A. Every BUYER of residential real property is notified that the Property may present exposure to dangerous concentrations of indoor radon gas that may place occupants at risk of developing radon-induced lung cancer. Radon, a class-A human carcinogen, is the leading cause of lung cancer in non-smokers and the second leading cause overall. Kansas law requires SELLERS to disclose any information known to the SELLER that shows elevated concentrations of radon gas in residential real property. The Kansas Department of Health and Environment (KDHE) recommends that all home buyers have an indoor radon test performed prior to purchasing or taking occupancy of residential real property. All testing for radon should be conducted by a radon measurement technician. Elevated radon concentrations can easily be reduced by a radon mitigation technician. For additional information, go to <http://www.kansasradonprogram.org/>.
- B. BUYER understands that neither the SELLER nor any real estate licensees involved in this transaction have made any investigation to determine whether there is or will be radon gas in the Property. Neither the SELLER nor any real estate licensees involved in this transaction make any representations or warranties as to the presence or lack of radon gas in the Property or as to the effect of radon gas or any such condition on the Property on the occupants of the Property. BUYER may, at BUYER'S sole expense, conduct an inspection to determine whether radon gas is present in the Property.
- C. BUYER and SELLER agree to defend, indemnify and hold harmless any real estate licensees involved in this transaction and their agents, sub-agents, employees and independent contractors from and against any and all actions, claims, damages, demands, expenses, liabilities, losses or suits (including reasonable attorneys' fees) arising out of any radon gas in the Property.

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**32. POTENTIAL PRESENCE OF PROPERTY IN FLOOD PLAIN:**

- A. On a regular basis, the Federal Emergency Management Agency (FEMA) and the United States Corps of Engineers publish updates to flood maps and levee protection systems. As part of these updates, properties that have historically not been included in any special flood hazard areas may, due to changes in mapping or flood protection, become subject to federal flood insurance requirements. If you as the BUYER desire more information on whether the Property is included in a special flood hazard area or an area of flood risk, you may find and review information on this issue at <http://msc.fema.gov/>, <http://www.floodsmart.gov/> and other information may be available through local government planning and zoning offices.
- B. BUYER and SELLER agree that any real estate licensees involved in this transaction owe no duty or obligation to the BUYER to conduct an independent investigation as to the flood hazard status of the Property. BUYER and SELLER agree to defend, indemnify and hold harmless any real estate licensees involved in this transaction and their agents, sub-agents, employees and independent contractors from and against any and all actions, claims, damages, demands, expenses, liabilities, losses or suits (including reasonable attorneys' fees) arising out of the flood hazard status of the Property.

**33. DELIVERY OF THE DEED:**

- A. On or before the Closing Date, the SELLER shall execute and deliver a warranty deed and all other documents and funds reasonably necessary to complete the closing of this Contract. The warranty deed shall convey a marketable fee simple title to the Property free and clear of all liens and encumbrances to the BUYER, except as provided otherwise in this Contract.
- B. BUYER agrees and acknowledges that the purchase of the Property is subject to any building setback requirements, covenants, declarations, easements, restrictions, rights-of-way, special assessments, taxes and assessments and zoning laws and any other items contained in this Contract or that are discoverable in a search of public records.
- C. On or before the Closing Date, BUYER and SELLER agree to deliver to the closing agent a cashier's check or other certified funds sufficient to satisfy their respective obligations under this Contract. SELLER acknowledges that the disbursement of the proceeds may be made after the warranty deed, instrument of conveyance, mortgage or deed of trust has been recorded.

**34. TITLE EVIDENCE:**

- A. At least three calendar days prior to the Closing Date, SELLER shall cause to be furnished to the BUYER a title insurance company's written commitment "title binder" to issue after closing a title insurance policy in an amount equal to the full Purchase Price naming the BUYER as the insured. A copy of the title binder shall be furnished to the mortgage lender and the BUYER'S attorney (if any) as promptly as possible. BUYER agrees and acknowledges that the SELLER may receive a BUILDER'S discount on the title insurance policy.
- B. The title binder shall show marketable title vested in the SELLER, subject to the following:
  - (1) Easements, mineral rights and reservations of record, encroachments that would be disclosed by a survey, rights-of-way of record, trees, plantings and fences on the Property;
  - (2) Restrictions and protective covenants of record, provided that no forfeiture provisions are contained therein;
  - (3) Un-matured special assessments, zoning laws, ordinances and regulations;
  - (4) Rights of tenants in possession;
  - (5) Liens, if any, described herein; and
  - (6) Those exceptions that are standard in the title company's Form B as specified herein.
- C.  BUYER  SELLER  BUYER and SELLER equally shall pay for any lender's/mortgagee's/instrument holder's title insurance coverage. SELLER shall be responsible to use due diligence to resolve any title defects at the SELLER'S expense subject to the foregoing exceptions.
- D.  BUYER  SELLER  BUYER and SELLER equally shall pay for any owner's title insurance coverage. SELLER shall be responsible to use due diligence to resolve any title defects at the SELLER'S expense subject to the foregoing exceptions.
- E. In the event that the SELLER is unable to furnish marketable title subject to the foregoing exceptions and this Contract is cancelled due to this inability to furnish marketable title, the Earnest Money shall be refunded promptly to the BUYER subject to the provisions of this Contract and the SELLER shall reimburse to the BUYER the cost of the BUYER'S accrued loan costs, attorneys' fees for examining title and title insurance cancellation fees and all parties shall be released from any further liability under this Contract.

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**35. REPRESENTATIONS:**

- A. BUYER agrees and acknowledges that the display homes, including without limitation the appliances, finish, furnishings, landscaping and other items, are for display purposes only and may not be included in this Contract.
- B. BUYER and SELLER agree and acknowledge that the developer of the subdivision in which the Property is located is not a party to this Contract and shall not be responsible for the performance or non-performance of this Contract.

**36. INSURANCE:**

- A. SELLER shall maintain property insurance coverage on the Property in an amount equal to the full insurable value of the Property, liability insurance, workers' compensation and such other insurance coverage as SELLER may deem necessary or appropriate or may be required by law through the Closing Date.
- B. If the BUYER directly engages a contractor or subcontractor to perform additional work on the Property (which shall always require the prior written consent of the SELLER), the BUYER shall cause such other party to provide the SELLER with written evidence of satisfactory workers' compensation and liability insurance coverage prior to performing work on the Property.

**37. CASUALTY LOSS:**

- A. In the event of damage or destruction to the Property prior to closing, this Contract shall remain in full force and effect and the SELLER shall proceed to reconstruct, repair and complete the construction of the Home as soon as reasonably possible and the Closing Date shall be extended accordingly provided repairs shall not extend the Closing Date by more than 30 calendar days.
- B. If the damage or destruction of the Property is due to the gross negligence or willful misconduct of the BUYER or other contractors or subcontractors hired by the BUYER, SELLER shall have the right to cancel this Contract and retain all Earnest Money and non-refundable deposits paid by the BUYER.
- C. If a casualty loss extends the Closing Date by more than 30 calendar days, the BUYER may cancel this Contract and all Earnest Money shall be returned to the BUYER subject to the provisions of this Contract.

**38. UTILITIES:** SELLER agrees to leave turned on any utilities that have been turned on until the date of possession, unless otherwise specifically stated in this Contract.

**39. NOTICES:**

- A. Any notice required under the terms and conditions of this Contract shall be delivered by electronic mail, facsimile, in-person, private delivery service or the United States Postal Service.
- B. The mailing address for the delivery of any notices under this Contract to any party shall be the mailing address referenced in this Contract, unless the party specifically requests in writing that a different mailing address be used to deliver notices under this Contract.
- C. The notice shall be deemed to be delivered upon the date of receipt. Delivery to a real estate licensee working with the party shall be treated as the same as delivery to the party.

**40. DEFAULT AND REMEDIES:**

- A. A party (either the BUYER or SELLER) to this Contract shall be in default under this Contract when the party fails to comply with any material condition, term or obligation of the Contract in the time period required by the Contract. Upon default, the parties shall have the remedies set forth below:
  - (1) Upon default by the SELLER, BUYER may seek to: (1) have the Contract specifically enforced and recover any damages caused by the SELLER'S delay in performing the Contract; or (2) terminate the Contract and, if the BUYER chooses, pursue any damages the BUYER incurred as a result of the SELLER'S breach of the Contract. If the contract is terminated, the Earnest Money will be distributed under the provisions of this Contract.
  - (2) Upon default by the BUYER, SELLER may seek to: (1) have the Contract specifically enforced and recover any damages caused by the BUYER'S delay in performing the Contract; or (2) terminate the Contract and, if the SELLER chooses, pursue any damages the SELLER incurred as a result of the BUYER'S breach of the Contract. If the contract is terminated, the Earnest Money will be distributed under the provisions of this Contract.

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B. If upon default either the BUYER or SELLER determines to pursue the BUYER'S or SELLER'S remedies and the non-defaulting party is successful in enforcing his or her remedy, unless otherwise provided by law, the defaulting party on the Contract will pay the non-defaulting party's attorneys' fees, costs and any other expenses incurred in enforcing the non-defaulting party's remedy against the defaulting party.

**41. CONTRACT BINDING ON ASSIGNS AND HEIRS:** This Contract shall be fully binding upon the parties and their administrators, assigns, executors, heirs and successors except as limited by this Contract.

**42. AGREEMENT TO USE ELECTRONIC SIGNATURES AND AGREEMENTS:** BUYER, SELLER and any real estate licensees involved in this transaction agree that this transaction may be conducted through electronic means according to the Kansas Uniform Electronic Transactions Act. However, any real estate licensees involved in this transaction have no authority to enter into electronic agreements with other parties on behalf of the BUYER or SELLER unless authorized to do so by a duly executed power of attorney.

**43. BROKERAGE RELATIONSHIP DISCLOSURE:**

- A. BUYER and SELLER acknowledge that the real estate licensees involved in this transaction may be functioning as agents of the BUYER, agents of the SELLER or transaction brokers.
- B. Real estate licensees functioning as an agent of the BUYER have a duty to represent the BUYER'S interests and will not be an agent of the SELLER. Information given by the SELLER to an agent for the BUYER will be disclosed to the BUYER.
- C. Real estate licensees functioning as an agent of the SELLER have a duty to represent the SELLER'S interests and will not be an agent of the BUYER. Information given by the BUYER to an agent for the SELLER will be disclosed to the SELLER.
- D. Real estate licensees functioning in the capacity of a transaction broker are *not* agents for either party and do not advocate for the interests of either party.
- E. BUYER and SELLER acknowledge that the Real Estate Brokerage Relationships Brochure has been furnished to them.
- F. Listing Licensee is functioning as a: (Check the applicable function)
  - Seller's Agent;
  - Designated Seller's Agent (Supervising Broker acts as a Transaction Broker);
  - Transaction Broker; or
  - SELLER is unrepresented.
- G. Selling Licensee is functioning as a: (Check the applicable function)
  - Seller's Agent;
  - Buyer's Agent;
  - Designated Seller's Agent (Supervising Broker acts as a Transaction Broker);
  - Designated Buyer's Agent (Supervising Broker acts as a Transaction Broker);
  - Transaction Broker; or
  - BUYER is unrepresented.

Clara Farlow  
Name of Real Estate Licensee Assisting BUYER

Clara Farlow  
Name of Real Estate Licensee Assisting SELLER

Real Estate Center  
Name of Brokerage Firm Assisting BUYER

Real Estate Center  
Name of Brokerage Firm Assisting SELLER

**44. SEVERABILITY:** If any provision of this Contract, or any portion thereof, is rendered invalid by court order, judgment or operation of law, the remaining provisions or portions thereof shall remain valid and enforceable and be construed to remain in force.

**45. GOVERNING PROVISIONS:** The laws of Kansas shall govern this Contract and its construction, performance and validity.

**46. ENTIRE AGREEMENT OF THE PARTIES:** This Contract constitutes the entire agreement between the parties and supersedes any previous agreements, contracts and representations, whether oral or written, to buy or sell the Property. Any prior agreements, contracts or representations, whether oral or written, have been merged into this Contract. There shall be no modification of any terms of this Contract unless such modifications have been agreed to in writing and signed by both parties. Neither this Contract nor any interest herein shall be assigned or transferred by any party without the prior written consent of both parties. No assignment shall serve to release or relieve the party assigning the Contract from any obligations or responsibilities under this Contract.

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47.  **MEDIATION REQUIRED** (Section must be checked if applicable): BUYER and SELLER agree that any claim or dispute arising out of or relating to this Contract or the services provided by any real estate licensees involved in this transaction shall be submitted to mediation by completing and signing the Mediation Addendum and attaching it to this Contract. The Mediation Addendum must be completed, signed and attached to this Contract if the "agree" box is checked in this section.

48. **ACKNOWLEDGEMENT OF RECEIPT OF THE CONTRACT:** BUYER and SELLER acknowledge and certify that they have read, understood and received a copy of this Contract.

49. **ACKNOWLEDGEMENT OF RECEIPT OF EXPENSE ITEMIZATIONS:** BUYER and SELLER acknowledge the receipt of separate expense itemizations estimating the approximate costs to be incurred in buying or selling the Property.

50. **ACKNOWLEDGEMENT OF RECEIPT OF ENERGY EFFICIENCY DISCLOSURE FORM:** BUYER acknowledges the receipt of the Kansas Energy Efficiency Disclosure Form required under Kansas state law.

51. **FORM AGREEMENT AND RECOMMENDATIONS FOR INDEPENDENT LEGAL ADVICE:** This Contract has been approved as a form contract by the legal counsel of the Kansas Association of REALTORS® for exclusive use by its REALTOR® members. This is a legally binding contract when the BUYER and SELLER sign the Contract. If not understood, the Kansas Association of REALTORS® and any real estate licensees involved in this transaction recommend that either party should seek the advice of an attorney before signing the completed agreement.

52. **NEW HOME ORIENTATION/WALK-THROUGH:** SELLER or SELLER'S representative and the BUYER may do an orientation tour of the Property prior to closing. Agreed upon items from this tour shall be completed by the SELLER (check one)  by the Closing Date  within \_\_\_\_\_ calendar days (thirty if left blank) following the Closing Date, weather permitting and with scheduling cooperation from the BUYER.

53.  **ACCEPTANCE OF THE CONTRACT:** (Section Must be Checked if Applicable): This Contract must be executed by all parties before \_\_\_\_\_ (  AM/  PM) on \_\_\_\_\_ (the "Offer Expiration Date") or it shall be null and void and any Earnest Money shall be returned to the BUYER.

54. **DISCLOSURE OF LOAN ESTIMATES AND CLOSING DISCLOSURES TO REAL ESTATE LICENSEES:** BUYER and SELLER agree that any mortgage lenders and settlement providers involved in this transaction are authorized to provide copies of any Loan Estimates or Closing Disclosures to any real estate licensees involved in this transaction.

55. **SPECIAL CONDITIONS, PROVISIONS OR TERMS:**  
**SELLER shall provide either a black or a white dishwasher to be installed prior to closing. The Buyer has the option to upgrade the dishwasher and be responsible for the price difference.**  
**SELLER shall provide certification of pre-treatment for wood infestation.**  
**THIS PURCHASE AGREEMENT is subject to the final inspection of the property and approval by IHA and the Buyer.**

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CAREFULLY READ THE TERMS OF THIS AGREEMENT BEFORE SIGNING. WHEN SIGNED BY ALL PARTIES, THIS DOCUMENT BECOMES PART OF A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, CONSULT AN ATTORNEY BEFORE SIGNING.

DocuSigned by: <u>Nicole D. Rothgeb</u>		5/20/2020		
BUYER'S SIGNATURE	DATE	SELLER'S SIGNATURE	DATE	
Nicole D Rothgeb		City of Independence		

BUYER'S SIGNATURE	DATE	SELLER'S SIGNATURE	DATE
Nicole D Rothgeb			

BUYER'S MAILING ADDRESS	SELLER'S MAILING ADDRESS
3080 CR 3300	

BUYER'S CITY, STATE AND ZIP CODE	SELLER'S CITY, STATE AND ZIP CODE
Independence, KS 67301	

BUYER'S CONTACT TELEPHONE NUMBER	SELLER'S CONTACT TELEPHONE NUMBER
620-330-3828	

BUYER'S EMAIL ADDRESS	SELLER'S EMAIL ADDRESS

For identification purposes only: (Please print or type)

KREC File #: _____	
Agent Name: <u>Clara Farlow</u>	Agent Name: <u>Clara Farlow</u>
Agent License #: <u>SP0009020</u>	Agent License #: <u>SP0009020</u>
Firm Name: <u>Real Estate Center</u>	Firm Name: <u>Real Estate Center</u>
Broker License #: <u>BR0014937</u>	Broker License #: <u>BR0014937</u>

FORM CERTIFICATION: (to be completed by the agent preparing this Contract)

The undersigned agent assisted in completing the blanks in the foregoing form and confirms, to the best of his or her knowledge, that the printed form contains the language approved by the legal counsel for the Kansas Association of REALTORS®. The undersigned agent further confirms that no additions or deletions to the approved language have been made, except such changes as may appear in this form made by hand or typewriter and signed or initialed by the party submitting this offer. Agent's signature below is not an opinion as to the legal validity or meaning of any provisions contained in this form, but merely confirms that, to the best of the agent's knowledge, no changes have been made to the approved form.

DocuSigned by: <u>Clara Farlow</u>	(Initial the applicable box)	Listing agent	<input checked="" type="checkbox"/>	Selling agent
Signature of the real estate licensee preparing this form <u>Clara Farlow</u>				

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