

**ALLIANCE**

**CONTRACT FOR PURCHASE AND SALE OF REAL ESTATE**

REALTORS® of South Central Kansas

1 In consideration of the mutual agreements herein, it is agreed that Seller will sell to Buyer by a good and sufficient  
2 warranty deed and Buyer will buy from Seller, the following property on the following terms and conditions:

3 **1. BUYER:** \_\_\_\_\_

4 **2. SELLER:** \_\_\_\_\_

5 **3. PROPERTY ADDRESS:** \_\_\_\_\_

6 (CITY, STATE, ZIP CODE) \_\_\_\_\_

7 **(LEGAL DESCRIPTION)** \_\_\_\_\_

8 \_\_\_\_\_ "the Property."

9 **4. PURCHASE PRICE:** Buyer shall purchase and pay to Seller as consideration for the Property the amount of:

10 \_\_\_\_\_ Dollars \$ \_\_\_\_\_

11 as follows:

12 **EARNEST MONEY:** .....\$ \_\_\_\_\_

13 (See paragraph 5)

14 **NEW MORTGAGE PROCEEDS:** .....\$ \_\_\_\_\_

15 (See paragraph 6) (Does not include mortgage insurance)

16 **MORTGAGE ASSUMED:** .....\$ \_\_\_\_\_

17 (See Mortgage Assumption Addendum)

18 **OTHER:** (See paragraph 29) .....\$ \_\_\_\_\_

19 **APPROXIMATE BALANCE DUE** from Buyer at closing subject to

20 adjustments and prorations, loan/closing costs and pre-paid items:.....\$ \_\_\_\_\_

21 Seller agrees to pay loan costs prohibited to be paid by Buyer on government loans up to \$ \_\_\_\_\_

22 Buyer agrees to pay loan/closing costs/discount points in approximate amount of \_\_\_\_\_ \$ \_\_\_\_\_

23 Buyer agrees to pay prepaid items in approximate amount of \_\_\_\_\_ \$ \_\_\_\_\_

24  Buyer  Seller agrees to pay for Home Warranty Plan in approximate amount of \_\_\_\_\_ \$ \_\_\_\_\_

25 Warranty Company: \_\_\_\_\_

26 Title Evidence to be ordered from: \_\_\_\_\_

27 **5. EARNEST MONEY:** Subject to paragraph 25, the Buyer does hereby deposit with \_\_\_\_\_

28 \_\_\_\_\_ (Company Name), earnest money in the form of \_\_\_\_\_

29 and in the amount of \$ \_\_\_\_\_, as security that the terms and conditions of this Contract shall be fulfilled by  
30 the Buyer. Earnest money shall be deposited **within five (5) business days** after the Effective Date of this Contract. If  
31 earnest money is to be deposited with an escrow agent other than a real estate broker, the listing broker shall deliver  
32 the Contract and earnest money deposit to the escrow agent. The listing broker shall obtain and keep, in the  
33 transaction file, a receipt from the escrow agent showing the date of delivery of the Contract and earnest money  
34 deposit. The earnest money shall be applied to the purchase price at closing.

35 **6. NEW FINANCING:** The purchase of the Property is contingent upon the Buyer obtaining a \_\_\_\_\_

36 first mortgage loan at an initial interest rate not to exceed \_\_\_\_\_% plus required Mortgage Insurance or VA

37 Funding Fee, for a term of \_\_\_\_\_ years. Buyer agrees to make an application for a new loan or for loan

38 assumption **within five (5) business days** after the Effective Date of this Contract. Buyer agrees to make all

39 reasonable efforts to obtain said financing. Buyer agrees to provide lender with any requested information and pay

40 for any credit report(s) and appraisals. Buyer acknowledges and agrees that failure to make a loan application

41 constitutes a breach of this Contract. In the event Buyer is unable to obtain such financing, Buyer shall promptly

42 provide Seller, or Seller's broker, written evidence from the lender of Buyer's inability to obtain such financing, and

43 upon receipt of such written evidence this Contract shall terminate and **the Earnest Money shall be paid (i) first, to**

44 **reimburse Seller, for Seller's expenses incurred with respect to the transaction contemplated by this Contract and**

45 **(ii) second, any remaining amount, shall be refunded to the Buyer.** If the property does not appraise for at least the

46 Purchase Price, this Contract (i) may be renegotiated or (ii) terminated by Buyer and the Earnest Money shall be

47 refunded to the Buyer.

Buyer's Initials \_\_\_\_\_

Seller's Initials \_\_\_\_\_

48 **7. APPRAISER/LENDER REQUIREMENTS:** Should the lender or appraiser require improvements or repairs, **Seller shall**  
49 **have the option to:** (i) make the repairs and/or improvements, (ii) offer to renegotiate the Contract or (iii) terminate  
50 the Contract by written notice to Buyer. If Seller elects NOT to make the repairs and/or improvements, **Buyer shall**  
51 **have the option to:** (i) make the repairs and/or improvements at Buyer's own expense, (ii) offer to renegotiate the  
52 Contract or (iii) terminate the Contract by written notice to Seller. The first re-inspection of required repairs and/or  
53 improvements made by Seller or any re-inspections of required repairs and/or improvements made by Buyer shall be  
54 paid for by Buyer. Seller shall pay for any additional re-inspections which may be required, unless the re-inspections  
55 are of repairs paid for by Buyer or if lender prohibits Buyer from paying for any re-inspections, then Seller shall pay  
56 for such re-inspections.

57 If the Buyer's lender requires Buyer to purchase flood insurance and either: (a) Seller has not or is not required by  
58 Seller's lender to obtain flood insurance or (b) is required by Seller's lender to have flood insurance but Seller has not  
59 disclosed such information in writing to Buyer, then Buyer or Seller shall have the option to: (i) offer to renegotiate  
60 the Contract or (ii) terminate the Contract by written notice to the other party. **If the Contract is terminated**  
61 **pursuant to this paragraph, then the Earnest Money shall be paid: (i) first, to reimburse Seller for Seller's expenses**  
62 **incurred with respect to the transaction contemplated by this Contract and (ii) second, any remaining amount shall**  
63 **be refunded to the Buyer.**

64 **8. CLOSING AND POSSESSION:** The parties agree that time is of the essence, and Buyer agrees to close on or before  
65 \_\_\_\_\_ . Buyer and/or Seller will have the necessary funds available to close this  
66 Contract, payable by cashier's check, certified funds, or wire. **Possession** of the Property shall be delivered to Buyer  
67 on \_\_\_\_\_ subject to the following lease(s) or tenancies: \_\_\_\_\_  
68 \_\_\_\_\_

69 **9. AGENCY DISCLOSURE:**

70  Seller is not represented by a REALTOR®/Real Estate licensee

71  
72 Listing Broker/Licensee is functioning as an:  
73  Agent of the Seller  Designated Seller's Agent\*  Transaction Broker

74 Selling Broker/Licensee is functioning as:  
75  Agent of the Seller  Agent of the Buyer  Transaction Broker  
76  Designated Seller's Agent\*  Designated Buyer's Agent\*

77  
78 \*Supervising Broker acts as a Transaction Broker

79 Seller and Buyer acknowledge receipt of the "Real Estate Brokerage Relationships" brochure.

80 **10. SURVEY:** Broker recommends that Buyer acquire a current boundary and improvement survey on the Property  
81 being purchased, regardless of lender's survey requirements. If survey is not performed regarding all or part of the  
82 property, Buyer is bound by whatever information a survey would have revealed and waives any claim, right or cause  
83 of action. See paragraph 16.

84 **11. WOOD INFESTATION INSPECTION:** Broker recommends the Property be inspected by a licensed pest control  
85 company selected by Buyer. **This inspection should take place as soon as possible.** Buyer shall pay the inspecting  
86 company, unless Seller must do so under Department of Veteran Affairs' regulations, in which case Seller shall pay the  
87 inspecting company. If active infestation is found or if the inspection report states that treatment of an inactive  
88 infestation is recommended by the licensed pest control company, Seller shall choose a licensed exterminator to  
89 perform the treatment and shall pay the exterminator.

90 Buyer may, at Buyer's option, secure an inspection for visible damage, including structural damage, as a result of a  
91 present or past infestation. The inspection shall be made by a licensed building contractor at Buyer's expense, but if  
92 lender or the Department of Veterans Affairs prohibits Buyer from doing so, Seller shall pay such cost. If the  
93 inspection reveals damage, then within **three (3) business days** after the date of the inspection report, Buyer must  
94 submit to Seller a written amendment to this Contract identifying the repairs to be made. If Buyer fails to submit to  
95 Seller a written amendment to this Contract within such three-day period, then Buyer waives any right to require  
96 Seller to make repairs and shall be obligated to close as provided in this Contract. If Buyer timely submits to Seller a  
97 written amendment to this Contract, then Seller must either execute Buyer's amendment or prepare and submit to  
98 Buyer a written counter amendment within **three (3) business days** after Seller's receipt of Buyer's amendment. If  
99 the parties do not execute a written amendment to this Contract within **three (3) business days** after Buyer receives  
100 Seller's counter amendment, then this Contract shall terminate, and **the Earnest Money shall be refunded to the**  
101 **Buyer.**

102 The parties are advised that the treatment for wood destroying insect infestation could affect the use of water  
103 from existing water/irrigation wells.

Buyer's Initials \_\_\_\_\_

Seller's Initials \_\_\_\_\_

104 In the event Buyer does not have the Property inspected, then Buyer shall be obligated to purchase the Property  
105 regardless of any infestation or damage and the Seller and listing and selling broker(s) and their agents, employees  
106 and associate brokers are relieved and released of any obligations relating thereto. Seller agrees that Buyer or  
107 Buyer's representative may inspect any repairs before the closing date.

108 **12. ITEMS OF PROPERTY LISTED IN SELLER'S PROPERTY DISCLOSURE REPORT AND FIXTURES:** If a Seller's Property  
109 Disclosure Report ("Report") is furnished to Buyer, the Report will identify certain items of property (including but not  
110 limited to, appliances, components of systems and equipment) and will state whether the items listed will or will not  
111 be transferred to Buyer at Closing. In the event of a conflict between the Report and a Multiple Listing Service listing,  
112 the Report shall govern. In the event of a conflict between the Report and the terms of this Contract, the terms of  
113 this Contract shall govern. If Report is not furnished to Buyer, then the following provisions shall govern the items of  
114 property to be transferred by Seller to Buyer at Closing.  
115 \_\_\_\_\_  
116 \_\_\_\_\_  
117 \_\_\_\_\_

118 **In addition, all fixtures and anything nailed, bolted, screwed, glued or otherwise affixed to or incorporated in any**  
119 **improvement on the Property shall remain with the Property and be transferred by Seller to Buyer at Closing,**  
120 **except** the following specific items: \_\_\_\_\_

121 **13. PRORATION OF TAXES AND RESERVES:** All ad valorem taxes, the current annual installment of special  
122 assessments, rentals, homeowner's association dues, and interest, if any, shall be adjusted and prorated as of closing  
123 date, unless otherwise agreed. General taxes shall be prorated for the calendar year on the basis of taxes for the  
124 previous year unless the previous year's assessed valuation was based on a lesser-improved property, in which case  
125 taxes shall be determined from the assessed valuation and the officially-established mill levy prevailing at closing.  
126 Special assessments shall be prorated on the basis of the amount (for the calendar year) ascertainable at the time of  
127 closing by the closing agent. **Pursuant to Kansas laws, if the Property is subject to any special assessments or is**  
128 **located in an improvement district, Seller has by a separate document disclosed to Buyer the amount of the special**  
129 **assessments on the Property (or if no special assessments have yet been made, that the Property is located in an**  
130 **improvement district) which separate document has been dated and signed by Seller. Buyer, by also signing and**  
131 **dating such separate document, has acknowledged that Seller's disclosure relating to special assessments was**  
132 **made to Buyer prior to this Contract being entered into.**

133 **14. INSURANCE:** Seller shall maintain current insurance in force until closing. Should possession take place prior to  
134 closing, Buyer shall secure hazard insurance for personal property **effective on or before** possession date. Buyer will  
135 be solely responsible for obtaining insurance to cover any casualty loss occurring after closing, even if possession is  
136 retained by Seller after closing.

137 Broker recommends that Buyer acquire a current flood certification on the Property being purchased, regardless of  
138 lender's requirements. Information regarding floodplains may be found on the homepage of FEMA at  
139 <http://www.msc.fema.gov> or by calling the FEMA Map Service Center at 877-336-2627.

140 **15. CASUALTY LOSS:** If the Improvements are damaged by casualty before closing and the estimated cost of repair is  
141 less than 10% of the purchase price, then Seller shall repair the damage. If the estimated cost of repair is greater than  
142 10% of the purchase price, or if repairs cannot be completed by closing, then the parties will bargain in good faith to  
143 renegotiate this Contract. If the renegotiation is unsuccessful, then either Buyer or Seller may cancel this Contract.

144 **16. TITLE EVIDENCE:** The Seller shall cause to be furnished to Buyer a title insurance company's commitment to issue,  
145 after closing, a title insurance policy in an amount equal to the full purchase price naming Buyer as the insured. A  
146 copy of the title commitment will be furnished to Seller, Buyer, lender, listing broker, and selling broker **as promptly**  
147 **as possible.** The Seller and Buyer shall each pay one half the cost of the title insurance. In the event Seller is entitled  
148 to a discount, the Seller shall receive the full discount. Buyer shall pay for any title coverage for the benefit of Buyer's  
149 lender. Buyer shall have a reasonable time, **not to exceed five (5) business days,** to examine the title insurance  
150 commitment and to notify Seller of any objections to the title. Seller shall have a reasonable time, **not to exceed 30**  
151 **days after the scheduled closing date,** to cure any title defect other than the following Permitted Exceptions: if a  
152 Buyer fails to obtain a survey, any encroachments that would have been disclosed by a survey; easements and rights  
153 of way of record, provided that no improvements other than fences are located thereon and provided that they do  
154 not materially interfere with Buyer's intended use of the Property; restrictions and protective covenants of record,  
155 provided no forfeiture provisions are contained therein; unmatured special assessments; zoning laws, ordinances and  
156 regulations; the lien of any mortgage that Buyer is to assume under this Contract; and those exceptions that are  
157 standard to American Land Title Association's Schedule B or as specified herein. Should the Seller be unable to  
158 furnish marketable title subject to only the Permitted Exceptions, and should the Contract be terminated for that  
159 reason, then the earnest money shall be refunded promptly to the Buyer, the Seller shall reimburse the Buyer for loan  
160 costs incurred by Buyer and the cost of any survey paid for by Buyer if, but only if, the survey disclosed a title defect

Buyer's Initials \_\_\_\_\_

Seller's Initials \_\_\_\_\_

161 that cannot be corrected within the time provided above, and all parties shall be released from any further obligation.

162 **17. DEED AND DOCUMENTS FOR CLOSING:** In the event a title or abstract company prepares a Deed, Affidavit of No  
163 Liens, or other necessary documents to complete this transaction, the charge for same in addition to the cost of  
164 closing the transaction, shall be shared equally between the Buyer and Seller, but if lender prohibits Buyer from doing  
165 so, Seller shall pay such costs as per the Department of Veteran Affairs.

166 **18. REPRESENTATIONS AND RECOMMENDATIONS:** It is hereby agreed and acknowledged by the parties hereto that  
167 unless otherwise stated in paragraph 29 (Miscellaneous), neither the listing nor selling brokers, or their agents,  
168 employees, or associates have made, on their own behalf, any representations or warranties, expressed or implied,  
169 with respect to the Property, including but not limited to the environmental condition of the Property. Any  
170 information furnished to either party through the Multiple Listing Service or in any property condition report should  
171 be independently verified by that party before that party relies on such information. Any representations or  
172 warranties stated in paragraph 29 have been made by the listing/selling brokers based on information supplied by  
173 sources believed to be reliable, and listing and selling broker(s) and their agents, employees and associate brokers  
174 have not assumed any responsibility, directly or indirectly, with respect to any representation or warranties which  
175 have been made by any other party. Since the listing/selling brokers are acting as brokers only, they shall, under no  
176 circumstances, be held liable to either the Seller or Buyer for performance or lack of performance of any terms or  
177 conditions of this Contract. **Again, it is emphasized that if any party believes representations or warranties have  
178 been made by the listing/selling brokers, or their agents, employees, or associate brokers, they must be set forth  
179 specifically and in writing in paragraph 29 (Miscellaneous) if they are to be effective or enforceable.**

180 **19. INSPECTION:** The Buyer has carefully examined the Property and the improvements, and in making the decision  
181 to buy the Property, the Buyer is relying wholly and completely upon Buyer's own judgment and the judgment of any  
182 contractors or inspectors Buyer may have selected.

- 183  A Seller's Property Disclosure Report is attached and made part of this Contract.
- 184  This offer is subject to Acceptance by the Buyer of a completed Seller's Property Disclosure Report  
185 being delivered to the Buyer within \_\_\_\_ **business days** after the Effective Date, and upon delivery  
186 shall be made part of this Contract. In the event a completed Seller's Property Disclosure Report is  
187 not timely accepted by Buyer, Buyer may terminate this Contract by written notice to Seller and the  
188 Earnest Money shall be refunded to Buyer.
- 189  A Seller's Property Disclosure Report is not available.

190 **Buyer agrees that the purchase price was negotiated after consideration of all defects in the Property of which**  
191 **Buyer was aware or reasonably should have been aware.** Buyer hereby agrees that listing and selling brokers and  
192 their agents, employees and associate brokers are not responsible if Seller has failed to disclose any known defect or  
193 material fact regarding the Property. Buyer and Seller agree that the listing and selling broker(s) and their agents,  
194 employees and associate brokers involved in this transaction are not experts regarding whether any environmental or  
195 health hazards, defects in the mechanical equipment or systems, structural defects, or damage from wood destroying  
196 insects exists in or on the property. Buyer and Seller should seek expert advice and obtain inspections to determine  
197 whether hazards, defects or damage exist in or on the Property. IF INSPECTIONS, INCLUDING AN ENVIRONMENTAL  
198 INSPECTION, ARE NOT PERFORMED REGARDING ALL OR PART OF THE PROPERTY, BUYER IS BOUND BY WHATEVER  
199 INFORMATION AN INSPECTION WOULD HAVE REVEALED AND WAIVES ANY CLAIM, RIGHT OR CAUSE OF ACTION  
200 RELATING TO OR ARISING FROM ANY CONDITION THAT WOULD HAVE BEEN APPARENT HAD AN INSPECTION BEEN  
201 PERFORMED. UNLESS OTHERWISE PROVIDED IN PARAGRAPHS 7, 10 OR 11 RELATING TO SPECIFIC INSPECTIONS,  
202 BUYER ACCEPTS THE PROPERTY IN ITS CURRENT CONDITION. This shall not be deemed a waiver or modification of  
203 any implied warranty that may exist.

204 Other inspections performed at Buyer's discretion shall be obtained within \_\_\_\_ **business days** of Contract Effective  
205 Date. These inspections are not intended to identify either cosmetic imperfections or other features of the Property  
206 which Buyer has already considered in negotiating the purchase price. Seller shall cooperate in allowing access to the  
207 Property for inspections. If Buyer notifies Seller that it will be necessary to activate any utility in order to perform an  
208 inspection, Seller will request activation of that utility and pay all cost associated with activation.

209 In the event any inspection results in a report of a defect or a recommendation that one or more further  
210 inspections be performed, then within **three (3) business days** after the date of inspection, Buyer must request in  
211 writing as a proposed amendment to the Contract that Seller repair or replace the defect or grant a sufficient  
212 extension of time in which to obtain any further inspections which have been recommended, and to request the  
213 repair or replacement of any defects revealed by such further inspections as set forth below. If Buyer timely submits  
214 to Seller a written amendment to this Contract, then Seller must either execute Buyer's amendment or submit a  
215 written counter amendment to Buyer within **three (3) business days** after Seller's receipt of Buyer's amendment. If  
216 the parties do not agree in regard to the existence or nature of the defect, the appropriate repair or replacement, or  
217 the requested extension of time, then both Buyer and Seller agree to negotiate in good faith to resolve any

Buyer's Initials \_\_\_\_\_

Seller's Initials \_\_\_\_\_

218 differences. If the parties do not execute a written amendment to this Contract within three (3) business days after  
219 Buyer receives Seller's counter amendment, then this Contract shall terminate and the Earnest Money shall be paid:  
220 (i) first, to reimburse Seller for Seller's expenses incurred with respect to the transaction contemplated by this  
221 Contract and (ii) second, any remaining amount to the Buyer. **If Buyer does not make such a written amendment in**  
222 **such time, then Buyer waives any claim in regard to any defect that such an inspection would reveal and shall be**  
223 **obligated to close as provided in this Contract.**

224 Seller agrees to give Buyer reasonable access to the Property before Closing so that Buyer and Buyer's  
225 representatives may, at Buyer's expense, re-inspect the Property for confirmation of condition or to inspect any  
226 repairs made pursuant to this paragraph.

227 **The parties agree and the Buyer represents that once the Contract has, in fact, closed, that Buyer in all respects**  
228 **again has acknowledged that Buyer accepted the premises without condition or qualification.**

229 **Federal law requires that the Buyer of a dwelling of four or fewer units built prior to 1978 be provided with a**  
230 **Disclosure of Information and Acknowledgment of Lead-Based Paint and/or Lead-Based Paint Hazards and a copy**  
231 **of the EPA pamphlet entitled *Protect Your Family from Lead in Your Home*. If the dwelling on the Property was**  
232 **built prior to 1978, and if Buyer has not received the above Disclosure at the time Buyer signs this Contract, then**  
233 **this Contract is subject to receipt by Buyer of such Disclosure within \_\_\_\_\_ business days of the Effective Date,**  
234 **and Buyer is not obligated under this Contract until such receipt and Buyer has either waived in writing an**  
235 **inspection of the Property for lead-based paint hazard or has been given at least 10 calendar days (or a different**  
236 **time agreed to in writing by Buyer and Seller) after Buyer's receipt of such Disclosure to have the Property**  
237 **inspected for lead-based paint hazard and the opportunity to terminate the Contract based upon the results of the**  
238 **inspection. If Buyer has not received the above Disclosure within the above period, then this Contract shall be**  
239 **terminated and the Earnest Money shall be refunded to Buyer.**

240 Every buyer of residential real property is notified that the property may present exposure to dangerous  
241 concentrations of indoor radon gas that may place occupants at risk of developing radon-induced lung cancer. Radon,  
242 a class-A human carcinogen, is the leading cause of lung cancer in non-smokers and the second leading cause overall.  
243 Kansas law requires sellers to disclose any information known to the seller that shows elevated concentrations of  
244 radon gas in residential real property. The Kansas department of health and environment recommends all home-  
245 buyers have an indoor radon test performed prior to purchasing or taking occupancy of residential real property. All  
246 testing for radon should be conducted by a radon measurement technician. Elevated radon concentrations can be  
247 easily reduced by a radon mitigation technician. For additional information go to  
248 <http://www.kansasradonprogram.org>.

249 **20. INTERIM MAINTENANCE:** Subject to paragraph 15 Seller agrees to deliver possession of the Property in a like or  
250 better condition than it is now, reasonable wear and tear excepted. Seller agrees to maintain heating (sufficient to  
251 avoid frozen water lines), sewer, plumbing and electrical systems, and any appliances and equipment being conveyed,  
252 in proper working order, and to maintain the lawn, shrubbery, trees and pool, if any, until possession if possession  
253 occurs at or after closing. If possession is given to Buyer prior to closing, refer to attached addendum.

254 **21. LIENS:** Seller represents and warrants that there are no unpaid (whether recorded or not) chattel mortgages,  
255 conditional sales contracts, financing statements, or security agreements affecting any fixture, portion of the  
256 Property or item of personal property covered by this Contract. Any existing liens which the Seller is required to  
257 remove under this Contract may be paid and discharged from the sale proceeds at the closing.

258 **22. BROKERAGE FEES:** The party handling the closing is hereby authorized and directed to collect and disburse the  
259 brokerage fees at closing.

260 **23. ALTERATIONS:** Any alteration of the terms and conditions of this Contract must be agreed to in writing by both  
261 Buyer and Seller.

262 **24. SURVIVAL AFTER CLOSING:** The provisions of paragraphs, 8, 12, 20, and 21 shall survive the Closing.

263 **25. DISPOSITION OF EARNEST MONEY:** Pursuant to K.S.A. §40-1137, if the earnest money is deposited with a Title  
264 Insurance Agent, the Title Insurance Agent can only disburse earnest money 1) pursuant to written authorization of  
265 Buyer and Seller; 2) pursuant to a court order; or 3) when a transaction is closed according to the agreement of the  
266 parties. If a dispute arises over disposition of funds or documents deposited with the Title Insurance Agent, Seller and  
267 Buyer agree that any attorney's fees, court costs and/or other legal expenses incurred by the Title Insurance Agent in  
268 connection with such dispute shall be reimbursed from the earnest money or other funds deposited with the Title  
269 Insurance Agent. In addition to forfeiture of earnest money to Seller or return of earnest money to Buyer, Buyer and  
270 Seller shall both have the option of enforcing specific performance of this Contract or any other remedy allowed by  
271 law or equity. In the event earnest money is held by a real estate broker, the provisions of K.S.A. §58-3061 shall  
272 govern.

Buyer's Initials \_\_\_\_\_

Seller's Initials \_\_\_\_\_

273 **26. HEIRS AND ASSIGNS:** This Contract shall inure to the benefit of, and be fully binding upon the Seller, their heirs,  
274 executors, administrators, successors and assigns. No assignment shall serve to release or relieve the party assigning  
275 from any responsibilities or obligations hereunder.

276 **27. KANSAS LAW APPLIED:** This Contract and its validity, construction and performance shall be governed by the laws  
277 of Kansas.

278 **28. MEDIATION:** Any dispute or claim arising out of or relating to this Contract, the breach of this Contract or the  
279 services provided in relation to this Contract, shall be submitted to mediation in accordance with the rules and  
280 procedures of the Homesellers / Homebuyers Dispute Resolution System prior to filing a lawsuit. Disputes shall  
281 include representations made by the Buyer, Seller, or any listing and selling broker(s) or their agents, employees and  
282 associate brokers in connection with the sale, purchase, financing, condition, or other aspect of the Property  
283 including, without limitation, allegations of concealment, misrepresentation, negligence, and/or fraud. Seller and  
284 Buyer shall pay an equal portion of the mediation fees and costs. Any agreement signed by the parties pursuant to  
285 the mediation conference shall be binding. **The following matters are excluded from mediation hereunder: (a)**  
286 **earnest money disputes;** (b) judicial or non-judicial foreclosure or other action or proceeding to enforce a mortgage  
287 or escrow contract; (c) an unlawful detainer action; (d) the filing or enforcement of a mechanic's lien; (e) any matter  
288 which is within the jurisdiction of a probate court; or (f) violation of Kansas real estate license laws. The filing of a  
289 judicial action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction,  
290 or other provisional remedies, shall not constitute a waiver of the right to mediate under this provision, nor shall it  
291 constitute a breach of the duty to mediate.

292 By signing below, the parties hereby acknowledge receipt of the standard announcement brochure for the  
293 Homesellers / Homebuyers Dispute Resolution System, and agree to submit disputes, as described above, to  
294 mediation, in accordance with the Homesellers / Homebuyers Dispute Resolution System and rules and procedures of  
295 the mediation provider prior to filing a lawsuit.

296 **29. MISCELLANEOUS:**

297

298

299

300

301

302

303

304

305 Kansas law requires persons who are convicted of certain crimes, including certain sexually violent crimes, to  
306 register with the sheriff of the county in which they reside. If you, as the buyer, desire information regarding those  
307 registrants, you may find information on the homepage of the Kansas Bureau of Investigation (KBI) at  
308 <http://www.Kansas.gov/kbi> or by contacting the local sheriff's office.

309 Listing and selling broker(s), and their agents, employees, and associate brokers shall not be responsible for the  
310 conduct or competency of third parties providing specialized services required or permitted by this Contract,  
311 including but not limited to any lender, title insurance company, escrow agent, closing agent, wood infestation,  
312 mechanical, structural or other inspectors or repair personnel, whether those services were arranged by Buyer or  
313 Seller or broker on behalf of either party.

314 Buyer and Seller acknowledge and agree the brokers may receive an administrative fee from the Warranty  
315 Company if the program is purchased. Although one home warranty program may have been specifically offered to  
316 Buyer and/or Seller, the listing and selling brokers, and their agents, employees, and associate brokers have made  
317 no representations about the quality of the program offered, and all parties to this Contract acknowledge and agree  
318 that they may seek alternate home warranty coverage. Buyer agrees that the Purchase Price was negotiated after  
319 consideration of all defects in the Property of which Buyer was aware or reasonably should have been aware.

Buyer's Initials \_\_\_\_\_

Seller's Initials \_\_\_\_\_

320 **30. SIGNATURE BY ELECTRONIC MAIL AND IN COUNTERPART, AGREEMENT TO USE ELECTRONIC**  
321 **SIGNATURES:** Signatures to this Contract may be transmitted by electronic mail (such as a PDF) and signed in  
322 counterpart, on separate pages, which may then be assembled as the complete agreement of the parties. In addition,  
323 Buyer and Seller agree this transaction may be conducted through electronic means in accordance with the Kansas  
324 Uniform Electronic Transactions Act.

325  
326 **31. AGREEMENT APPROVAL:** This Contract constitutes the entire agreement between the parties and supersedes any  
327 previously executed contracts and representations, verbal or written. Neither this Contract, nor any interest herein,  
328 shall be transferred or assigned by Buyer without the prior written consent of Seller.

329 Buyer and Seller hereby acknowledge receipt of separate expense itemizations estimating approximate costs to be  
330 incurred. Buyer and Seller also acknowledge that they have read the entire Contract and that by signing page seven  
331 (7) of this seven (7) page Contract they agree to all terms contained herein.

332 **NOTE: "Effective Date"**, unless otherwise agreed in writing, is defined as the latest dated signature or initials which  
333 resulted in a final agreement between the parties. The following provisions apply in computing any time period  
334 provided in this Contract: (i) exclude the day of the event which triggers the time period, (ii) if the time period refers  
335 to "business days" then count only Monday through Friday excluding legal holidays, otherwise count every day,  
336 including weekends and legal holidays, and (iii) include the last day of the time period, but if the last day is a Saturday,  
337 Sunday or day Kansas state government offices are closed, then the period continues to run until the next day that is  
338 not a Saturday, Sunday or day Kansas state government offices are closed.

339 **SELLER hereby authorizes Closing Agent to obtain payoff information from SELLER'S Lender.**

340 **THIS IS A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, SEEK COMPETENT ADVICE. BROKER RECOMMENDS**  
341 **TO BUYER AND SELLER TO RETAIN INDEPENDENT LEGAL COUNSEL TO ANSWER ANY LEGAL QUESTIONS INVOLVED**  
342 **IN ANY REAL ESTATE TRANSACTION.**

343 IN WITNESS WHEREOF, said parties hereunto subscribe their names.

344 Buyer \_\_\_\_\_ Seller \_\_\_\_\_  
345 Print Name \_\_\_\_\_ Print Name \_\_\_\_\_  
346 Date \_\_\_\_\_ Time \_\_\_\_\_ Date \_\_\_\_\_ Time \_\_\_\_\_

347 Buyer \_\_\_\_\_ Seller \_\_\_\_\_  
348 Print Name \_\_\_\_\_ Print Name \_\_\_\_\_  
349 Date \_\_\_\_\_ Time \_\_\_\_\_ Date \_\_\_\_\_ Time \_\_\_\_\_

350 \_\_\_\_\_ **For Office Use Only** \_\_\_\_\_  
351 Agent \_\_\_\_\_ Agent \_\_\_\_\_  
352 Cell Phone \_\_\_\_\_ RE License \_\_\_\_\_ Cell Phone \_\_\_\_\_ RE License \_\_\_\_\_  
353 Email \_\_\_\_\_ Email \_\_\_\_\_  
354 Firm \_\_\_\_\_ Firm \_\_\_\_\_  
355 Phone \_\_\_\_\_ Fax \_\_\_\_\_ Phone \_\_\_\_\_ Fax \_\_\_\_\_

This form is approved by legal counsel for the REALTORS® of South Central Kansas exclusively for use by members of the REALTORS® of South Central Kansas and other authorized REALTORS®. No warranty is made or implied as to the legal validity or adequacy of this form, or that its use is appropriate for all situations. Copyright 2016.