

**OFFER TO PURCHASE AND ACCEPTANCE AGREEMENT**

BUYER: _____

SELLER: _____

PROPERTY: _____

Street Address

City

State

County

☐ [Check if Legal Description is attached hereto as EXHIBIT "A" and incorporated herein by this reference.]

PURCHASE PRICE: _____ DOLLARS (\$ _____)

This Agreement ☐ is ☐ is not a back-up Offer to Purchase.

This Agreement is entered into as of the Agreement Date set forth below or the date of the last signature to this agreement, by and between Buyer and Seller shown above. Buyer and Seller mutually agree as follows:

- 1. PROPERTY:** Seller will sell, and Buyer will purchase the Property described above subject, however, to real property taxes and assessments which are not delinquent, for the current calendar year; any reservations, easements, covenants, conditions, restrictions, rights and rights of way of record; any zoning laws, regulations or ordinances affecting the Property as will not materially interfere with the use of the Property as Buyer might reasonably expect to make in view of the general character of the area and neighborhood in which the Property is located; and any existing loan of record, if Buyer is assuming such loan.
- 2. FIXTURES AND PERSONAL PROPERTY:** This Agreement (and not any advertisements, oral representations, or promotional materials) provides for what is included in the sale of the Property. Except as otherwise provided herein, the following fixtures and personal property, where applicable, shall be left upon and included in the Property AND Seller agrees not to substitute any other fixtures or personal property for those now on the Property as listed below except as provided for in writing herein:

<ul style="list-style-type: none">• All existing trees and shrubs• Exterior lighting, landscaping, and mailbox• Ventilation and exhaust fans• Attached mirrors• Garbage disposals• Draperies and other window coverings• Sheds, outbuildings, silos, and crops• Heating and cooling equipment• Water heaters, softeners, and sump pump• Mounted entertainment brackets	<ul style="list-style-type: none">• Built-in appliances, including barbecue pits, dishwashers, trash compactors, ovens and ranges• Light fixtures and ceiling fans• Windows, doors and sun screens• Storm windows and doors• Blinds, shades, awnings, shutters, storm sashes and storm doors• Smoke and burglar alarms• Towel, curtain and drapery rods• Fences (including invisible pet systems, collars, and controls)	<ul style="list-style-type: none">• Attached carpeting and floor coverings• Attached fireplace equipment• Garage door opener and controls• Attached TV antennas, excluding satellite dishes• All articles now provided for tenant use• All outbuildings, silos, and crops• Keys and remote entry controls• Propane tanks (excluding portable tanks)• Sprinkler systems and controls
---	---	---

- A. Additional Personal Property:** In addition to the fixtures and personal property listed above, the following fixtures and personal property shall be left upon and included in the Property:

- B. Fixtures, Leased Equipment and Personal Property NOT Included:** The following fixtures, leased equipment and personal property shall not be left upon and included in the Property:

- C. Electronic Systems and Components:** Seller agrees, upon Closing, to provide Buyer with all codes, usernames and passwords for all electronic systems or components on the Property, including those controlled by remote devices, or to reset such electronic systems or components to factory settings.

- 3. PURCHASE PRICE:** Buyer will pay the purchase price shown above for the Property as follows (*Check all that apply*):

Buyer's Initials _____

Seller's Initials _____

A. <input type="checkbox"/> Earnest Money in the form of (Check One) <input type="checkbox"/> personal <input type="checkbox"/> business check No. _____ <input type="checkbox"/> Cash <input type="checkbox"/> Other: _____ at the time of signing of this Agreement, to be delivered to _____ (hereinafter referred to as the "Escrow Agent"), to be placed in an escrow account as soon as practicable, but not later than ten (10) business days after the date of final acceptance of this Agreement by all parties (hereinafter referred to as the "Delivery Period"). If Earnest Money is not delivered during the Delivery Period, Seller may cancel this Agreement by written notice to Buyer or Buyer's agent any time prior to delivery of the Earnest Money.	\$ _____
B. <input type="checkbox"/> Additional Earnest Money will be delivered on or before _____, 20____	\$ _____
C. <input type="checkbox"/> At Closing in cash or certified check , to be delivered to Escrow Agent. Buyer acknowledges that funds payable to and/or held by Seller WILL NOT be held subject to the terms of the Earnest Money contained herein and might not be refundable.	\$ _____
D. <input type="checkbox"/> Seller to carry back a promissory note secured by a <input type="checkbox"/> 1st <input type="checkbox"/> 2nd <input type="checkbox"/> 3rd deed of trust, with interest as set forth in the Seller Financing Addendum attached hereto and made a part hereof.	\$ _____
E <input type="checkbox"/> Assumption of existing loan. The balance of any encumbrance being assumed is approximate. Any difference shall be reflected in the <input type="checkbox"/> Cash down payment <input type="checkbox"/> Seller Carry-back <input type="checkbox"/> Purchase Price	\$ _____
F. <input type="checkbox"/> Other:	\$ _____

4. **ADDITIONAL SELLER EXPENSES:** In addition to any other costs Seller has agreed to pay herein, Seller agrees to pay other allowable Closing costs permitted by Buyer's lender(s) and/or prepaid items for Buyer, not to exceed \$_____.
5. **FINANCING** [check ONE]: The satisfactory Closing of this Agreement ☐ **IS NOT** ☐ **IS** conditioned on Buyer's ability to obtain financing as set forth in Financing Contingency Addendum attached hereto and made a part hereof.
6. **CONTINGENCIES:** The satisfactory Closing of this Agreement ☐ **IS** ☐ **IS NOT** contingent upon those items contained in the Contingency Addendum(s) attached hereto and incorporated herein by reference, including, but not limited to, the following:
- A. Sale of Buyer's Property** [Check if applicable]: ☐ The satisfactory Closing of this Agreement is contingent upon the sale of Buyer's Property in accordance with the Contingency Addendum for Sale of Buyer's Property attached hereto and made a part hereof.
- B. Inspections** [check ONE]: ☐ The satisfactory Closing of this Agreement **IS NOT** conditioned on any inspections. ☐ The satisfactory Closing of this Agreement **IS** conditioned on one or more inspections to be obtained by Buyer in accordance with the Contingency Addendum for Property Inspections attached hereto and made a part hereof.
- C. Seller Repairs** [check if applicable]: ☐ The Property is being purchased in its present condition in accordance with the **"As-Is Sale Amendment"** attached hereto and made a part hereof.
7. **SPECIAL AGREEMENTS** [Insert ONLY facts or information that clarify this Agreement. Real estate licensees are not licensed to draft complex legal language and may not give legal advice. Any special agreements such as contingencies must be drafted by an attorney].

8. **CLOSING:** Completion of this Agreement (hereinafter referred to as the "Closing") shall occur at the office of _____ in _____, State of _____, on or before _____, 20____ (hereinafter referred to as the "Closing Date") or at such other time and place as the parties may mutually agree in writing. In the event that this sale fails to Close on or before the date set forth above, Buyer, Seller and Closing agent shall proceed to Close it as soon as possible thereafter unless a written demand not to Close signed by Buyer or Seller has been deposited with Closing agent. If there is any charge for conducting the Closing, the charge shall be paid [Check ONE]: ☐ one-half by Buyer and one-half by Seller ☐ by Buyer ☐ by Seller.

Buyer's Initials

Seller's Initials

- A. **Possession: Subject** to the rights of any tenant lawfully in possession of the Property, possession of the Property including all fixtures and personal property will be delivered to Buyer at Closing or within _____ days thereafter. If possession is to be delivered to Buyer after Closing, Seller agrees to pay rent to Buyer in accordance with the [Check ONE] ☐ **Agreement for Possession by Seller After Closing** ☐ **Lease Agreement** attached hereto and made a part hereof. Unless the Property is occupied by a tenant lawfully in possession under the terms of a currently effective written lease agreement to be transferred to Buyer at Closing, Seller warrants that the Property will be vacant as of the date of delivery of possession and in its present condition (ordinary wear and tear excepted).
- C. Buyer and Seller hereby agree that both Seller's and Buyer's real estate brokers may obtain and keep copies of Buyer's and Seller's Closing statements as required by Missouri law.
- D. When all documents and funds have been executed and delivered into escrow with the title company(s) or other Closing Agent(s), the Closing will be completed.
- E. Except as otherwise set forth herein, Buyer and Seller hereby agree to pay at Closing all expenses, charges and costs incurred by each of them in connection herewith. Prepaid and unpaid expenses and any rents collected by Seller for the Property shall be prorated based on a 30-day month through the date of Closing.
9. **TITLE INSURANCE AND SURVEY:** At Closing, Seller shall transfer to Buyer marketable title to the Property subject only to the exceptions stated in Paragraph 1 herein. The satisfactory Closing of this contract ☐ **IS** ☐ **IS NOT** CONTINGENT upon Buyer's review and approval of a title commitment or abstract of title as set forth in the Contingency Addendum attached hereto and made a part hereof.
- A. IF NOT contingent upon Buyer's review and approval of a title commitment, then prior to Closing [CHECK BOX (1) OR (2) BELOW]:
- ☐ (1) Within a reasonable time after the Agreement Date (hereinafter referred to as the "Commitment Delivery Date"), but prior to the Closing Date, Seller will deliver to Buyer **at Seller's expense**, a commitment to issue an ALTA Owner's Policy of Title Insurance in the amount of the purchase price of the Property, including copies of any and all documents and instruments of record listed as exceptions, issued by or through a Missouri licensed title company. The commitment will name Buyer as the proposed insured; will show Seller to have marketable title, subject to the exceptions stated in Paragraph 1 herein; and will provide that such policy will be issued immediately after Seller's deed to Buyer is filed for record. **The premium for the Owner's Policy of Title Insurance shall be** ☐ **equally divided between Buyer and Seller** ☐ **paid by Seller** ☐ **paid by Buyer**. If Seller fails to deliver the above title commitment to Buyer within the time period specified, Buyer may directly obtain said commitment at Seller's expense.
- ☐ (2) Buyer may, at **Buyer's expense**, order a commitment to issue an Owner's Policy of Title Insurance. Buyer will have a reasonable time after receipt of the title commitment (hereinafter referred to as the "Objection Period") to notify Seller in writing of any valid objections to the condition of the title to the Property. Seller will then make a good faith effort to remedy the defects in title. If Seller is not able to remedy the title defects before the Closing Date, Buyer may elect to waive the objections, extend the Closing Date a reasonable time for the Seller to remedy the defects or cancel this Contract by written notice. If the time between the Agreement Date and the Closing Date is short, both the Commitment Delivery Date and the Objection Period will be as soon as reasonably possible. Unless there is a defect in the title to the Property that is not corrected prior to the Closing Date, Buyer may not object to untimely delivery of the title commitment.
- Said Owner's Policy of Title Insurance shall include (Check any that are appropriate): ☐ mechanic's lien coverage ☐ inflation coverage ☐ neither mechanic's lien nor inflation coverage. **If the Property has not been occupied by Seller and has had recent construction work performed**, the Seller may be required to post and record a "Notice of Intended Sale," as required by §429 of the Revised Statutes of Missouri (RSMo), before Buyer can obtain Mechanic's Lien Coverage. All parties are advised to consult with the title company regarding these requirements.
- B. Subject to the provisions of Paragraph 4 herein, Buyer will pay the premium for the Lender's Policy of Title Insurance for Buyer's lender, if any.
- C. **Title Objections:** In the event that Seller's title to the Property is defective, unless otherwise agreed by Buyer and Seller in writing, Seller may have any such defects corrected prior to the Closing Date specified in Paragraph 8. If such defects cannot be corrected within the agreed time, then, at Buyer's option, this Agreement shall be terminated, and the Earnest Money returned to Buyer. In the event of termination pursuant to this paragraph, Buyer will return the Title Commitment or abstract and survey, if any, to Seller, and Seller will be liable for all title examination costs.

Buyer's Initials

Seller's Initials

- D. **Survey:** Seller shall promptly deliver to Buyer any Survey in Seller's possession. This Agreement ☐ IS ☐ IS NOT contingent upon a survey as contained in the Contingency Addendum attached hereto and made a part hereof. Buyer understands that a Mortgage Inspection Report or "Loan Survey" required by most lenders is NOT a Boundary Improvement Survey (also known as a "Stake Survey") and may not disclose all defects.

10. SELLER PROPERTY DISCLOSURE: A Seller Property Condition Disclosure Statement is not a substitute for any inspections that Buyer may wish to obtain. Except as disclosed either in this Agreement or any such Seller Property Condition Disclosure Statement, neither Seller, Seller's Broker or agents, nor Buyer's Broker or agents have made any representations not specifically set forth:

- ☐ A. No Seller Property Condition Disclosure Statement will be provided by Seller.
☐ B. Buyer has reviewed and signed the attached Property Condition Disclosure Statement.
☐ C. This Agreement is contingent upon Buyer's review of a Seller Property Condition Disclosure Statement which Seller will provide to Buyer within one (1) calendar day after the Agreement Date. Upon receipt of the Seller Property Condition Disclosure Statement, Buyer will have two (2) calendar days to terminate this Agreement by giving Seller written notice of the termination. Upon such notice, the Earnest Money will be returned to Buyer, less any expenses incurred by or on behalf of Buyer. Otherwise, this contingency will be deemed waived by Buyer.

Seller understands that failure to disclose to the Buyer all known adverse material facts, including any hidden defects in the Property, can result in civil liability for damages, even if such damages are not discovered by Buyer for several years after Closing.

Buyer and Seller understand that no action may be brought against a real estate licensee for any information contained in a Seller's Disclosure furnished to a Buyer, unless (1) the real estate licensee is a signatory to such; (2) the licensee knew prior to Closing that the statement was false or (3) the licensee acted in reckless disregard as to whether the statement was true or false.

11. LEAD-BASED PAINT DISCLOSURE [Check ONE]: ☐ Buyer hereby acknowledges receipt of a copy of the **Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards** attached hereto and incorporated herein by this reference. ☐ The Property was built in 1978 or later and no lead-based paint disclosure is required.

12. TIME IS OF THE ESSENCE; LIQUIDATED DAMAGES: Because of the commitments of the parties, time is of the essence in this Agreement. If Seller has performed under this Agreement and Buyer fails to comply with the terms of this Agreement by the scheduled Closing Date (unless said Closing Date has been extended), then Buyer's right to return of the Earnest Money shall be forfeited and the Earnest Money paid to Seller. Further, in the event of Buyer's default hereunder, Buyer agrees to pay to Seller _____ (_____%) percent of the Purchase Price as liquidated damages, actual damages being difficult, if not impossible, to ascertain. Seller may further elect to pursue any and all other remedies provided under the laws of the State of Missouri.

- A. If Seller Defaults:** If Buyer has performed under this Agreement and Seller fails to comply with the terms of this Agreement by the scheduled Closing Date, Buyer may release Seller from liability, in which case the Earnest Money will be refunded to Buyer and Seller shall reimburse Buyer for all direct costs and expenses as specified in writing by Buyer, or Buyer may pursue any remedy at law or in equity, including but not limited to suit for actual damages or specific performance. Buyer's release of Seller shall not relieve Seller of any liability owed to any broker(s).
- B. Earnest Money Responsibility:** The holder of the Earnest Money will not be liable for it until actually in the form of cash in the holder's possession. The holder of the Earnest Money or any other escrowed funds or documents in connection herewith shall not distribute any such funds or documents without the written consent of all parties to this Agreement. The signatures of Buyer and Seller on the Closing Statement(s) shall constitute such consent.
- a. If Buyer fails to pay additional Earnest Money when due (if required) or if the Earnest Money is to be paid over to Seller as liquidated damages because of Buyer's failure to comply with this Agreement, then the Earnest Money will go first toward paying or reimbursing expenses of Seller or any agent or transaction broker incurred in this transaction.
- b. **Earnest Money Disputes:** If Buyer and Seller have a dispute over the return or forfeiture of Earnest Money held in the aforementioned escrow account, the deposit may be held in the escrow account until the holder obtains written release from all parties consenting to disposition or until a civil action is filed to determine disposition, at which time the holder may pay the funds into court, less any attorney fees, court costs and other legal expenses incurred by the holder of said funds in connection with such dispute, or until a court order or final judgment mandates its disposition. The holder of said escrowed funds may also initiate an interpleader action, in which case attorney's fees, court costs and other legal expenses incurred shall be deducted from the Earnest Money at the time of filing the interpleader. Buyer and Seller are aware that, in the event of a dispute over Earnest Money held in escrow in connection herewith, if no civil action has been filed and no written release signed by all parties hereto has been provided, the holder of said funds will, no later

Buyer's Initials

Seller's Initials

than 365 days from the Closing Date scheduled in Paragraph 8 hereof or a later Closing Date agreed upon in writing between the parties hereto, pay said funds to the Missouri State Treasury in accordance with Revised Statutes of Missouri (RSMo) §339.105(2).

- c. Buyer and Seller understand that neither Listing Broker nor the Escrow or Closing Agent can distribute the Earnest Money and Additional Deposits without written consent of all parties to this Agreement unless applicable state law permits it.
- d. **Performance Deadlines:** If any date for the performance of any term, provision, covenant or agreement herein falls on a day other than a business day, such date shall be extended to the next succeeding business day. The term "business day," for the purposes of this Agreement shall mean any Monday, Tuesday, Wednesday, Thursday or Friday, excepting legal holidays.

13. GENERAL PROVISIONS: By signing below, Buyer and Seller acknowledge that they have read the "General Provisions" of the Agreement attached hereto and made a part hereof by reference and that said General Provisions are hereby accepted as part of this Agreement.

14. LICENSEE'S INVOLVED AS PRINCIPALS: _____, ☐ Buyer ☐ Seller is a licensed real estate broker or salesperson in the State of _____ [Insert "N/A" in both blanks if not applicable].

15. LICENSEE IMMUNITY FROM LIABILITY FOR MEASUREMENTS AND SIZES: Buyer and Seller understand that, in accordance with Revised Statutes of Missouri (RSMo) §339.190(4), no action may be brought against a real estate licensee for the accuracy of any information about the size or area, in square footage or otherwise, of a Property or of improvements on the Property if the real estate licensee obtains the information from a third party and the licensee discloses the source of the information prior to an offer to purchase being transmitted to the Seller, unless the real estate licensee knew the information was false at the time the real estate licensee transmitted or published the information or the licensee acted with reckless disregard as to whether such information was true or false. Size, area, and measurement information provided was obtained from: _____.

16. CONFIRMATION OF REAL ESTATE BROKERAGE DISCLOSURES: The undersigned parties (Buyer/Tenant or Seller/Landlord) hereby confirm that disclosure of the licensee(s)' relationship as required by Missouri law was made to the undersigned party(ies) or their respective agent(s) or transaction broker(s) no later than the first showing of the Property, upon first contact or immediately upon the occurrence of any change to the brokerage relationship as follows:

The Licensee(s) assisting the Buyer(s) is/are a:	The Licensee(s) assisting the Seller(s) is/are a:
<input type="checkbox"/> Seller's/Landlord's Limited Agent/Subagent acting on behalf of Seller.	<input type="checkbox"/> Seller's/Landlord's Limited Agent/Subagent acting on behalf of Seller.
<input type="checkbox"/> Buyer's/Tenant's Limited Agent/Subagent acting on behalf of Buyer/Tenant.	<input type="checkbox"/> Buyer's/Tenant's Limited Agent/Subagent acting on behalf of Buyer/Tenant.
<input type="checkbox"/> Dual Agent acting on behalf of both Buyer/Tenant and Seller/Landlord.	<input type="checkbox"/> Dual Agent acting on behalf of both Buyer/Tenant and Seller/Landlord.
<input type="checkbox"/> Transaction Broker assisting the Buyer/Tenant.	<input type="checkbox"/> Transaction Broker assisting the Seller/Landlord.
<input type="checkbox"/> Transaction Broker assisting both the Buyer/Tenant and Seller/Landlord.	<input type="checkbox"/> Transaction Broker assisting both the Buyer/Tenant and Seller/Landlord.

The Broker's Compensation will be paid by: _____

Buyer:	Date::	Seller:	Date::
X		X	
Buyer:	Date::	Seller:	Date::
X		X	
Selling Licensee:	Date::	Listing Licensee:	Date::
X		X	
License #:	State:	License #:	State:
Broker's License #:	State:	Broker's License #:	State:

17. Exchange: [Check ONE ONLY if the Property is held or intended to be held for investment or for production of income, or property held or intended to be held for use in a trade or business and if applicable] ☐ Buyer understands that it is Seller's intent to effect an Internal Revenue Code §1031 Tax-Deferred Exchange. ☐ Seller understands that Buyer is purchasing the Property as the Replacement Property for an Internal Revenue Code §1031 Tax-Deferred Exchange. Buyer and Seller agree to cooperate with each other and any qualified intermediary or other third-party facilitator in

connection with such exchange except that, Closing shall not be delayed or otherwise affected because of such exchange and the successful Closing of this Agreement IS NOT contingent in any way on the Property or this transaction qualifying for such exchange. Neither party is required to incur any cost or expense as a result of such exchange nor hold title to any real property for the purpose of consummating such exchange. Further, neither party shall, under this Agreement or by agreement to such exchange have any rights or obligations hereunder affected in any manner nor be deemed to have warranted in any way that this Agreement complies as an exchange under said Internal Revenue Code Section 1031.

ATTACHMENTS: The following attached forms, indicated by a check mark, are incorporated herein by reference:

- | | |
|---|---|
| <input type="checkbox"/> General Provisions | <input type="checkbox"/> Sale of Buyer's Property Contingency Amendment |
| <input type="checkbox"/> Legal Description (EXHIBIT "A") | <input type="checkbox"/> Amendment Regarding Repairs and/or Improvements |
| <input type="checkbox"/> Lead-Based Paint Disclosure | <input type="checkbox"/> "As-is" Sale Amendment |
| <input type="checkbox"/> Financing Contingency Addendum | <input type="checkbox"/> Seller's Property Condition Disclosure Statement |
| <input type="checkbox"/> Contingency Addendum | <input type="checkbox"/> Seller Financing Addendum |
| <input type="checkbox"/> Agreement for Possession by Seller After Closing | <input type="checkbox"/> General Addendum |
| <input type="checkbox"/> Agreement for Possession by Buyer Prior to Closing | <input type="checkbox"/> Short Sale Addendum |
| <input type="checkbox"/> Lease Agreement | <input type="checkbox"/> Personal Property Addendum |
| <input type="checkbox"/> Property Inspections Contingency Amendment | <input type="checkbox"/> Other (Describe): _____ |
| <input type="checkbox"/> Sight-Unseen Amendment | |
- ☐ Buyer acknowledges receipt of a copy of the Missouri Broker Disclosure Form upon first contact or prior to any licensee obtaining any personal or financial information, whichever occurred first.
- ☐ Buyer acknowledges receipt of one copy of this Agreement upon signing.

This is intended to be a legally binding contract. No representation is made as to the legal validity or adequacy of any provision or the tax consequences thereof. If you do not understand any portion of this contract, seek legal or tax advice from a competent professional.

BUYER:	BUYER:
X	X
Date:	Date:
Address:	Address:
Telephone:	Telephone:
Email:	Email:

This offer will automatically expire at _____ m. on _____, 20____, if not accepted by Seller or withdrawn by Buyer before then.

- ☐ Seller acknowledges receipt of a copy of the Missouri Broker Disclosure Form upon first contact or prior to any licensee obtaining any personal or financial information, whichever occurred first.
- ☐ Seller acknowledges receipt of one copy of this Agreement upon signing.

Seller hereby: ☐ accepts this offer.
☐ rejects this offer.
☐ counteroffers the foregoing according to the terms of the Counteroffer attached hereto and incorporated herein.

SELLER:	SELLER:
X	X
Date:	Date:

The "Agreement Date" is the date this Offer was accepted by the last party to sign. The Agreement Date is _____, 20____ (may be filled in after signing and delivery of this Agreement by Buyer and Seller).

GENERAL PROVISIONS

- A. ACCESS TO PROPERTY:** Seller will permit inspections of the Property by Buyer or third-party inspectors selected by Buyer, or for any inspections subsequently agreed upon in writing between Buyer and Seller, or as required by Buyer's lender, upon reasonable advance notice to Seller (24 hours unless otherwise agreed upon). Buyer's and Seller's agent(s) may be present during inspections.
- B. WARRANTY DEED:** Seller will deliver to Buyer at Closing, a general warranty deed free and clear from all liens and encumbrances, except as stated in Paragraph 1 herein.
- C. WARRANTIES BY SELLER:** Seller warrants that Seller shall maintain and repair the Property so that, at the earlier of possession or Closing, except as provided in writing herein, the Property will be in the condition called for herein. Seller warrants that prior to Closing, payment in full will have been made for all labor, materials, machinery, fixtures, or tools furnished within 180 days immediately preceding Closing in connection with the construction, alteration, or repair of any structure on or improvement to the Property.
- D. PROPERTY INSURANCE/DAMAGE/DESTRUCTION:** Seller will keep the improvements on the Property fully insured until Closing. If the improvements on the Property are substantially damaged or destroyed by fire or other casualty prior to Closing, then Buyer will have the option of accepting all the insurance proceeds and proceeding to Close this Agreement or terminating this Agreement. If Buyer accepts the insurance proceeds and Closes this Agreement and Seller has agreed to finance a part of the purchase price, the Buyer must use the insurance proceeds to restore the improvements, or Seller, at Seller's election, can terminate this Agreement. If this Agreement is terminated under this paragraph, the Earnest Money will be returned to Buyer and the abstract or title commitment, if any, returned to Seller.
- E. ASSIGNMENT OF INSURANCE:** If Buyer and Seller agree that any insurance policy on the Property subject hereto is to be assigned to Buyer, then at the time of Closing, Buyer will pay Seller pro-rata any amount of unearned insurance premiums thereunder and the policy will be assigned to Buyer. If Buyer is assuming indebtedness on the Property, which is secured by a deed of trust, and the lender requires a continuation of the insurance deposit made by Seller, then Seller will assign the deposit to Buyer and Buyer will reimburse Seller for the amount thereof.
- F. TAXES, ASSESSMENTS & RENTS:** Seller will pay in full all state, county and municipal taxes and assessments, general and special, which are a lien on the Property; except taxes for this calendar year, which will be prorated as of the date of delivery of the deed. If the amount of taxes cannot then be ascertained, proration will be computed on the amount of general taxes for the preceding calendar year. The rental from the Property, if any, will go to Seller, prorated to the date of delivery of the deed and to the Buyer thereafter. Security deposits and advance rents, if any, will be paid to Buyer at Closing. If Seller has paid to any lender a deposit for taxes, such amounts will be applied toward the payment of Seller's obligations under this paragraph and will be assigned to Buyer. Buyer will reimburse Seller for any excess over the amount of Seller's obligation for prorated taxes hereunder. If such deposit is not sufficient to satisfy Seller's obligation hereunder, Seller will pay to Buyer the amount of any difference.
- G. FINAL WALK-THROUGH:** Buyer or Buyer's agent will have the right within seventy-two (72) hours prior to Closing to enter upon the Property to conduct a final walk-through inspection of the Property for the purpose of (a) confirming that the general condition of the Property is the same as it was on the date Buyer first signed this Agreement, ordinary wear and tear excepted, and (b) if applicable, inspecting those items previously resolved by written agreement of Buyer and Seller. Seller will arrange, at Seller's expense, to have all the utilities turned on during the period specified for this final inspection.
- H. AUTHORIZATION TO DISCLOSE SALES DATA:** Buyer and Seller hereby grant permission to the Broker(s) to disclose sales data from this transaction to professional users of real estate sales data.
- I. BROKERAGE DISCLAIMER:** By signing this Agreement, Buyer and Seller hereby acknowledge that neither Seller's Broker, agents or transaction broker(s), nor Buyer's Broker, agents or transaction broker(s) make any guarantee, representation or warranty, express or implied, as to the condition of the title to the Property; discrepancies that a survey may reveal; the repair or condition of any of the buildings or improvements on the Property; the working order of any of the components of the Property; whether any toxic chemicals, gases or mold are present on or near the Property; whether high risk or serious sex offenders or other convicted criminals may reside in the area; or the tax consequences of this Agreement.
- J. ATTORNEY'S FEES & COURT COSTS:** If a suit is filed by Buyer or Seller concerning the Property or this Agreement against any party or agent under this Agreement, or out of the sale, actions or representations of the sale, then the prevailing party in the litigation will be entitled to all attorney's fees and court costs actually incurred. This clause will survive the Closing or termination of this Agreement and will apply if any litigation is brought concerning the Property or this Agreement.
- K. ELECTRONIC SIGNATURES/INSTRUMENTS:** In accordance with the Missouri Uniform Electronic Transactions Act, the signing, sending, providing, delivering, transmitting or execution of all or part of this Agreement by electronic means, including but not limited to by facsimile machine, digital signature, scanned image, email or text message, shall have the same force and effect as a hand-delivered original signature and document. Should Buyer or Seller request it, the other party will confirm electronic signatures by signing an original instrument.
- L. CONSTRUCTION OF LANGUAGE:** The terms "Buyer" or "Seller" contained herein include the singular as well as plural, masculine, feminine or neutral gender as evidenced by the signatures hereon. All captions contained in this Agreement are intended for convenience of reference only and are in no way intended to modify, restrict, interpret or explain any term, covenant, or provision of this Agreement.
- M. SEVERABILITY:** In the event that any term, provision, covenant, or condition of this Agreement is held by any court of competent jurisdiction to be invalid, void, or unenforceable, the rest of this Agreement shall in no way be impaired or invalidated but shall remain in full force and effect.
- N. ENTIRE AGREEMENT/ASSIGNMENT:** This Agreement, any attached exhibits and any addenda or supplements signed by the parties, shall constitute the entire agreement between Seller and Buyer and supersede any other written or oral agreements between Seller and Buyer. This Agreement can be modified only by written agreement signed by Seller and Buyer. Buyer reserves the right to assign all right, title and interest in and to this Agreement to another party in whom title will vest at Closing and Seller hereby consents to such assignment unless Seller has agreed to take back a promissory note for all or any part of the Purchase Price or Buyer is assuming or taking title subject to an existing loan.
- O. GOVERNING LAW:** This Agreement is executed and intended to be performed in accordance with the laws of the State of Missouri, and the laws of that state shall govern its interpretation and effect.
- P. BINDING EFFECT:** This Agreement is binding upon and shall inure to the benefit of all heirs, personal representatives, executors, administrators, successors and assigns of the parties hereto.
- Q. NOTICES:** For purposes of this Agreement, any notice to be delivered to Buyer or Seller shall be deemed to have been delivered to either party upon delivery thereof to the Broker (or any of Broker's affiliated licensees) working for such party as an agent, designated agent, dual agent or transaction broker. Refusal to accept delivery of a notice shall constitute delivery of the Notice.
- R. FRANCHISE DISCLOSURE:** Buyer and Seller acknowledge and understand that, although one or more of the real estate brokers involved in this transaction may be a member of a franchise, the franchisor is in no way responsible or liable for any acts of said Broker(s) and/or said Broker's affiliated licensees.

Buyer's Initials _____

Seller's Initials _____

Contract Reference:

- S. FOREIGN INVESTMENT IN REAL PROPERTY:** Seller hereby represents and warrants that Seller is not a foreign person as defined in the Foreign Investment in Real Property Tax Act (26 U.S.C. § 1445) and hereby consents to deliver at Closing a certificate to that effect which contains Seller's tax identification number.
- T. ANTI-TERRORISM:** All parties hereto represent and warrant that they are not and are not acting, directly or indirectly, for or on behalf of any person or entity named as a ***Specially Designated National and Blocked Person*** (as defined in Presidential Executive Order 13224), or with whom one is prohibited from conducting business under anti-terrorism laws.

Buyer's Initials

Seller's Initials

RECEIPT FOR EARNEST MONEY DEPOSIT

Receipt of the Earnest Money deposit in the amount of \$_____, in the form of ☐ cash; ☐ personal check; ☐ business check; ☐ other: _____ is hereby acknowledged by the undersigned on _____, 20_____.

Company NameBy: _____
Authorized Representative