

This form must be completed in its entirety.

Transaction Information

Location BHGRE Alliance East BHGRE Alliance West **Agent Name** _____

Property Address _____
House Number Directional Street Name Suffix

_____, _____
City State Zip Code **MLS Number** _____

Status Pending Deal Fell Through Expired / Withdrawn **Closing Date** ____ / ____ / ____

Source of Business (not a Paperless Pipeline field) SOI Website Client Referral Syndication (Zillow, etc.) Corporate Referral
 Open House Sign Call Cartus Other _____

Label Cartus Cartus Corporate Commercial Commercial Land Commercial Lease FSBO HUD Land Lease
 New Build Referred Out REO REO Transaction Broker Traditional Transaction Broker USAA / Navy Federal

Buyer, Seller, Pricing, etc.

More Info

Source of Business _____
(from above)

Year Built _____

County _____

Financing Type _____

Title Company _____

Listing Date

____ / ____ / ____

Acceptance Date

____ / ____ / ____

Buyer Name

Seller Name

List Price

\$ _____ , _____

Sale Price

\$ _____ , _____

Total Commission (not required)

\$ _____ , _____

Commission summary

Commission ____%

Referral? Yes No

Split ____% (to BHGRE Alliance Agent above)

Brokerage giving referral

Agent giving referral

Brokerage accepting referral

Agent accepting referral

Mailing address for referral

This transaction has outside

(co-op) agents

Outside Agent Name / Info

Email

Traditional Required Documents

- Agency Agreement
- BRRETA
- Buyer's Estimated Cost; with client signature(s) and date
- Contract
- Contract Addendum - Required Agency/Radon/Sex Pred (If Applicable)
- Contract Amendment - Extension from X to X (If Applicable)
- Contract Amendment - FHA (If Applicable)
- Contract Amendment - Inspections (If Applicable)
- Contract Amendment - Price Change (If Applicable)
- Contract Amendment - VA (If Applicable)
- County Tax Records; with client signature(s) and date
- Earnest Money - Check
- Home Inspection Brochure; with client signature(s) and date
- LBP (If Applicable)
- MLS Listing; with client signature(s) and date
- PCR (If Applicable)
- Settlement Statement – Buyer

Referral, when applicable

- Referral Agreement
- Settlement Statement
- W9 for Other Company

LISTING & CLOSING FILE CHECKLIST

ALLIANCE

| Listing File | Selling File | |
|--------------------------|--------------------------|---|
| | | Required by Kansas Real Estate Commission |
| <input type="checkbox"/> | | Listing agreement (if applicable) |
| <input type="checkbox"/> | | Buyer Agency agreement (if applicable) |
| <input type="checkbox"/> | <input type="checkbox"/> | Transaction Broker Addendum (if applicable) |
| <input type="checkbox"/> | <input type="checkbox"/> | Contract, options, and addendums or amendments |
| <input type="checkbox"/> | <input type="checkbox"/> | Lot reservation agreement (if applicable) |
| <input type="checkbox"/> | <input type="checkbox"/> | Any offers to purchase which did not become contracts |
| <input type="checkbox"/> | <input type="checkbox"/> | Transaction number |
| | | Record of earnest money: |
| <input type="checkbox"/> | | * if deposited in broker's trust account, all records required by regulation 86-3-18 |
| <input type="checkbox"/> | | * if held by escrow agent other than broker, receipt pursuant to 58-3062(f) |
| <input type="checkbox"/> | | * release authorizing disbursement on transactions which did not close |
| <input type="checkbox"/> | | * keep trust account transaction ledgers together in number order (not in transaction file) |
| <input type="checkbox"/> | | Net to seller (if in writing) |
| | <input type="checkbox"/> | Buyer's estimated costs (if in writing) |
| <input type="checkbox"/> | <input type="checkbox"/> | Closing statement |
| | | Federal Requirements |
| <input type="checkbox"/> | <input type="checkbox"/> | Lead paint disclosure (pre-1978 properties) |
| | <input type="checkbox"/> | Importance of Home Inspection Disclosure (FHA) |
| | | City Requirements |
| <input type="checkbox"/> | | Copy of well/septic inspection request |
| <input type="checkbox"/> | | Copy of well/septic inspection report |
| | | Good Business Practice |
| <input type="checkbox"/> | <input type="checkbox"/> | Acknowledgment of Real Estate Brokerage Relationships Brochure |
| <input type="checkbox"/> | | Copy of the CMA prepared for the Seller |
| <input type="checkbox"/> | <input type="checkbox"/> | Copy of Courthouse printout |
| <input type="checkbox"/> | | Send MLS printout and fliers for Seller's signature |
| <input type="checkbox"/> | <input type="checkbox"/> | Copy of MLS printout |
| <input type="checkbox"/> | | MLS profile sheet |
| <input type="checkbox"/> | | Preliminary title report |
| <input type="checkbox"/> | <input type="checkbox"/> | Property condition report with appropriate signatures |
| <input type="checkbox"/> | | Request for loan verification |
| <input type="checkbox"/> | | Showing instructions |
| <input type="checkbox"/> | | MLS changes |
| | <input type="checkbox"/> | Buyer's estimated costs |
| | <input type="checkbox"/> | Copy of CMA prepared for the Buyer (if a Buyer's Agent) |
| <input type="checkbox"/> | <input type="checkbox"/> | Title binder |
| <input type="checkbox"/> | <input type="checkbox"/> | Termite inspection report |
| | <input type="checkbox"/> | Inspection reports (home inspection and others) |
| | <input type="checkbox"/> | Copy of well/septic inspection report |
| <input type="checkbox"/> | | Authorization for placement of sold sign or rider |
| <input type="checkbox"/> | <input type="checkbox"/> | Acceptance or rejection of home warranty program |
| <input type="checkbox"/> | <input type="checkbox"/> | Copy of improvement location certificate |
| <input type="checkbox"/> | <input type="checkbox"/> | Property acceptance agreement |

CRITICAL DATE LIST

PROPERTY ADDRESS/MLS#: _____

SELLER: _____

BUYER: _____

LISTING AGENT/BROKERAGE: _____

Phone: _____ Cell: _____ Fax: _____ Email: _____

SELLING AGENT/BROKERAGE: _____

Phone: _____ Cell: _____ Fax: _____ Email: _____

LENDER CONTACT: _____

Phone: _____ Cell: _____ Fax: _____ Email: _____

TITLE COMPANY: _____

EARNEST MONEY AMOUNT: _____ HELD BY: _____

APPRAISER: _____ Phone: _____

HBW PLAN/CONTACT: _____

AMOUNT: _____ PARTY RESPONSIBLE FOR PAYMENT: *SELLER* or *BUYER*

TERMITE INSPECTOR/CONTACT: _____

AMOUNT: _____ PARTY RESPONSIBLE FOR PAYMENT: *SELLER* or *BUYER*

| ACTION | DATE DUE | DATE COMPLETED |
|---|----------|----------------|
| Mutual acceptance of all Purchase Contract terms | N/A | _____ |
| Earnest money deposited to escrow | _____ | _____ |
| Seller Property Disclosure signed by all parties | _____ | _____ |
| Lead Based Paint signed by all parties | _____ | _____ |
| Special Assessments Disclosure signed by all parties | _____ | _____ |
| Preliminary title work ordered/received | _____ | _____ |
| Review of preliminary title work by all parties | _____ | _____ |
| Seller cure of defects on title, if any | _____ | _____ |
| Loan application & appraisal ordered/commitment rec'd | _____ | _____ |
| Appraisal scheduled/Seller or Seller Agent notified | _____ | _____ |
| Appraisal received/results received by all parties | _____ | _____ |
| Contingency expires by/removed or extended by | _____ | _____ |
| Property inspection ordered/performed | _____ | _____ |
| Buyer request for repairs/extension | _____ | _____ |
| Seller response to Buyer request | _____ | _____ |
| Termite inspection ordered/report received | _____ | _____ |
| Termite treatment ordered/invoice received | _____ | _____ |
| Well/Septic inspection ordered/report received | _____ | _____ |
| Survey inspection ordered/report | _____ | _____ |
| Transfer of utilities | _____ | _____ |
| Closing date per Contract/scheduled | _____ | _____ |
| Closing date extension, if applicable | _____ | _____ |
| Possession date/keys delivered | _____ | _____ |
| Other: _____ | _____ | _____ |
| Other: _____ | _____ | _____ |
| <i>If applicable:</i> | | |
| Release of earnest money signed by all parties | _____ | _____ |
| Certified letter mailed to parties | _____ | _____ |

Moving Checklist

Please use this moving checklist as a general guide to help keep you organized during this exciting time.

Change your address

- Banks
- Credit Cards
- Subscriptions
- Medical Provider(s)
- Post Office - www.changemypostaladdress.com
- Vehicle, Tags, and Title – (316) 660-9110 – Main Office is located at 200 W Murdock.
- Driver's License – (316) 821-9920 – 1823 W 21st N – MUST do this within 10 days of move
- Voter Registration

Contact Necessary Service Providers

Your agent has access to information and specials from dozens of local providers.

- Movers
- Inspectors
- Professional Cleaners
- Painters
- Pest Control
- And, MANY more

Transfer insurance

Contact your insurance provider for availability of special instance coverage to protect your possessions during the move.

Transfer or set up utilities, cable/internet, etc.

Electric

Westar Energy

www.westarenergy.com
(800) 383-1183

- There is a 24-hour notice required for transfer of or setup of new service. Technicians perform these duties Monday through Friday only. This can be scheduled up to 60 days in advance.

For areas outside the Wichita metropolitan area, visit kcc.state.ks.us/maps/maps.htm or call 1 (800) 662-0027 to identify and contact your local service provider.

Water

Wichita Water

www.wichita.gov/CityOffices/WaterAndSewer
(316) 265-1300

- There is a 24-hour notice required for transfer of or setup of new service.
- New customers of Wichita Water may be required to pay a credit-based deposit to start service. This payment is made via direct bank transfer. Deposit can be waived with a letter of credit from the most recent utility provider. Call your previous service provider for this letter.
- For homes with no active water service, someone over the age of 18 will need to be present before the utility can be turned on. If the water is already running in the home, no one will need to be present.

For areas outside the Wichita metropolitan area, visit kwra.net/mapovers/index.shtml or call 1 (888) 526-9283 to identify and contact your rural water district.

East Office

(316) 688-0077
1720 N Webb Rd, Ste 102
Wichita, Kansas 67206

We're here to help!

West Office

(316) 927-2222
6617 W Central Ave
Wichita, Kansas 67212

Moving Checklist

Gas

Two companies service the Wichita metropolitan area. You will need to contact the providers below to determine which serves your address.

Kansas Gas Service

www.kansasgasservice.com
(800) 794-4780

- There is a 48-hour notice required for transfer of or setup of new service. Technicians perform these duties Monday through Friday only.
- A deposit is required to start service. This payment is made via direct bank transfer. Deposit can be waived with a letter of credit from the most recent utility provider. Call your previous service provider for this letter.
- For homes with no active gas service, someone over the age of 18 will need to be present before the utility can be turned on. If the water is already running in the home, no one will need to be present.

Black Hills Energy

www.blackhillsenergy.com
(888) 890-5554

- There is a 48-hour notice required for transfer of or setup of new service. Technicians perform these duties Monday through Friday only.
- Typically, there is no deposit required. Those with an outstanding balance with Black Hills Energy may be asked to submit a deposit.
- For homes with no active gas service, someone over the age of 18 will need to be present before the utility can be turned on. If the water is already running in the home, no one will need to be present.

For areas outside the Wichita metropolitan area, the most common gas utility service providers include:

Atmos Energy
www.atmosenergy.com
(888) 286-6700

American Energies Gas Service, LLC
(620) 628-4424, no website

Trash

There are many trash service providers in the Wichita metropolitan area. Below are two of the most popular options. To find out pickup day, call the service provider directly.

Waste Connections

www.wasteconnectionswichita.com
(316) 838-4920

Waste Management

www.wm.com
(316) 945-3900

Cable/Telephone/Internet

There are a few companies in town, including ones for satellite television. Below are two of the most popular options.

Cox Communications

www.cox.com
(316) 262-0661

AT&T U-Verse

www.attexperts.com/kansas/wichita
(316) 773-2355

For areas outside the Wichita metropolitan area, the most common telephone service providers include:

Southern Kansas Telephone Company, Inc.
(888) 758-8976
United Telephone Company of Kansas
(800) 794-9999

Haviland Telephone Company, Inc.
(620) 862-5211
Kan-Okla Telephone Association, Inc.
(620) 845-5682

Newspaper

The Wichita Eagle

www.kansas.com
(316) 268-6344

East Office

(316) 688-0077
1720 N Webb Rd, Ste 102
Wichita, Kansas 67206

We're here to help!

West Office

(316) 927-2222
6617 W Central Ave
Wichita, Kansas 67212

Resource List

Information provided to you by the owner, developer, real estate agent, or others involved in this transaction may change. If any of this information is important to you, you should check for yourself. These numbers are provided by the Wichita Area Association of REALTORS® to assist you.

Wichita City Departments

| | |
|-------------------------------------|-----------|
| Annexation | 268-4391 |
| Clerk | 268-4529 |
| Drainage | 268-4625 |
| Fire (general information) | 268-4451 |
| Floodplain information | 268-4624 |
| Landscape Plan | 268-4175 |
| Permits | 268-4460 |
| Police Department (crime stats) | 268-4258* |
| Road/Highway Planning | 268-4391 |
| Sewer | 268-4504 |
| Special Assessments | 268-4526 |
| Subdivision Platting | 268-175 |
| Taxes (general) | 660-9110 |
| Traffic Count | 268-4391 |
| Utility and Right-of-Way | 268-4430 |
| Vacations (setback, easement, etc.) | 268-4175 |
| Water | 268-4504 |
| Zoning | 268-4421 |

*available www.wichitapolice.com

Sedgwick County Departments

| | |
|------------------------------------|----------|
| Clerk | 660-9222 |
| Floodplain information | 660-1840 |
| Permits | 383-7951 |
| Register of Deeds | 660-9400 |
| Sheriff's Department (crime stats) | 660-5300 |
| Special Assessments | 660-9210 |
| Stormwater Projects | 383-7901 |
| Traffic Count | 383-7901 |
| Utility and Right of Way | 383-7901 |
| Water Well Inspections | 268-8351 |

Area School Districts*

| | |
|--------------------------------|--------------|
| Andover (USD 385) | 218-4660 |
| Argonia (USD 359) | 620-435-6311 |
| Augusta (USD 402) | 775-5484 |
| Burrton (USD 369) | 620-463-3840 |
| Belle Plaine (USD 357) | 620-488-2288 |
| Bluestem (USD 205) | 742-3261 |
| Caldwell (USD 360) | 620-845-2511 |
| Cheney (USD 268) | 316-542-3512 |
| Circle (USD 375) | 541-2577 |
| Conway Springs (USD 356) | 316-456-2961 |
| Douglass (USD 396) | 747-3300 |
| Derby (USD 260) | 788-8400 |
| El Dorado (USD 490) | 316-322-4800 |
| Goddard (USD 265) | 794-4000 |
| Halstead (USD 440) | 316-835-2641 |
| Haven (USD 312) | 620-465-3445 |
| Haysville (USD 261) | 554-2200 |
| Hesston (USD 460) | 620-327-4931 |
| Maize (USD 266) | 722-0614 |
| Mulvane (USD 263) | 777-1102 |
| Newton (USD 373) | 316-284-6200 |
| Oxford (USD 358) | 620-455-2227 |
| Remington-Whitewater (USD 206) | 799-2115 |
| Renwick (USD 267) | 444-2165 |
| Rose Hill (USD 394) | 776-3300 |
| Sedgwick (USD 439) | 772-5783 |
| South Haven (USD 509) | 620-892-5216 |
| Valley Center (USD 262) | 755-7100 |
| Wellington (USD 353) | 620-326-4300 |
| Wichita (USD 259) | 973-4000 |
| Winfield (USD 465) | 620-221-5100 |

* www.ksbe.state.ks.us/pubs.html

Neighboring City Offices

| | |
|----------------|--------------|
| Andover | 733-1303 |
| Augusta | 775-4510 |
| Bel Aire | 744-2451 |
| Belle Plaine | 620-488-3433 |
| Bentley | 796-1799 |
| Benton | 778-1625 |
| Burrton | 620-463-4545 |
| Cheney | 316-540-3622 |
| Clearwater | 316-584-2311 |
| Colwich | 796-1025 |
| Conway Springs | 620-456-2345 |
| Derby | 788-1519 |
| Douglass | 747-2109 |
| Eastborough | 682-4111 |
| El Dorado | 316-321-9100 |
| Garden Plain | 531-2321 |
| Goddard | 794-2441 |
| Halstead | 316-835-2286 |
| Haven | 620-465-3618 |
| Haysville | 529-5900 |
| Hesston | 620-327-4412 |
| Kechi | 744-9287 |
| Leon | 742-3438 |
| Maize | 722-7561 |
| Mulvane | 777-1143 |
| Newton | 316-284-6000 |
| Oxford | 620-455-2223 |
| Park City | 744-2026 |
| Potwin | 620-752-3422 |
| Rose Hill | 776-2712 |
| Sedgwick | 772-5151 |
| Towanda | 316-536-2243 |
| Udall | 620-782-3512 |
| Valley Center | 755-7310 |
| Wellington | 620-326-2811 |
| Whitewater | 799-2445 |
| Winfield | 620-221-5500 |

Neighboring County Offices

| | |
|--------|--------------|
| Butler | 316-322-4239 |
| Cowley | 620-221-5495 |
| Harvey | 316-284-6842 |
| Sumner | 620-326-3395 |

Health Departments

| | |
|----------|--------------|
| Butler | 316-321-3400 |
| Sedgwick | 660-7300 |
| Harvey | 316-283-1637 |
| Sumner | 620-326-2774 |

Utilities

| | |
|-----------------------------|--------------|
| Aquila Gas | 800-303-0752 |
| City of Wichita Water | 265-1300 |
| Cox Cable | 877-892-5238 |
| Kansas Gas & Electric | 383-8600 |
| Southwestern Bell Telephone | 800-464-7928 |

Miscellaneous

| | |
|--------------------------------|----------|
| Kansas Bureau of Investigation | 337-6100 |
| Development Assistance Center | 268-4371 |

BUYER AGENT RESPONSIBILITIES

- 1 Show all homes that are available through MLS that fit the established features, price range, and general
2 area you requested through the terms of the Exclusive Buyer Agency Agreement, setting appointments,
3 and establishing an itinerary.
- 4 Provide comparison between FHA, VA, conventional financing, and adjustable rates when applicable.
- 5 Estimate closing costs and monthly payments for your price range.
- 6 Represent you in negotiations of the contract regarding pricing and any specific terms that may be
7 significant to you. Handling all the detail work and negotiations, carefully explaining all written documents
8 and giving you a copy of everything you sign.
- 9 Represent and assist you at your closing, attending to final details and explaining settlement statements to
10 you. Make sure you have keys, possession, and utilities coordinated.
- 11 Remember, I am here to assist you, and answer any questions you may have.

12 **Optional:**

- 13 Research local lenders for the rates and terms available for financing. Assist you in preparing for loan
14 application and be present at your loan appointment. Update you throughout the loan process.
- 15 Prepare a comparative market analysis on the home you select to help establish a fair market value and a
16 history of sales in the area.
- 17 Call utility companies to verify average billing for water, gas and electric in the past year.
- 18 Provide you courthouse information on the subject property, including a breakdown of annual and total
19 specials and payout of specials. I will call within 10 days of closing to confirm there are no additional
20 pending specials.
- 21 Provide you information on homeowner's warranties and inspections.
- Additional items: _____

22 **Buyer Client Responsibilities**

- 23 If you see an ad or a sign (either a real estate company or a For Sale by Owner), call me.
- 24 I prefer to be with you when you look at houses, but if you happen to stop at an open house, be sure to
25 identify me to the other agent.
- 26 If I am not with you, remember that an on-site agent generally represents the seller, so be careful not to
27 discuss personal, confidential information that could harm your negotiating position, with an on-site
28 agent.

This form is exclusively for use by members of the REALTORS® of South Central Kansas and other authorized REALTORS®.

EXCLUSIVE BUYER AGENCY AGREEMENT

ALLIANCE

1 1. **THIS EXCLUSIVE BUYER AGENCY AGREEMENT** ("Agreement") is between Buyer:

2

3 and Brokerage (Broker): _____ . By this Agreement the
4 Buyer retains and appoints the Broker as Buyer's Exclusive Agent to assist Buyer in the purchase of property and to
5 negotiate terms and conditions acceptable to the Buyer for the purchase of certain property as generally described
6 in this Agreement.

7 2. **BUYER DESIRES TO PURCHASE REAL PROPERTY**, which meets the following description (the "Property"):

8 Type: _____ Residential _____ Investment _____ Vacant Land _____ Commercial

9 Approximate price range \$ _____ to \$ _____

10 General location: _____

11 Preferred terms: _____

12 3. **TERM OF AGREEMENT:** This Agreement shall begin _____, 20____ and continue until
13 midnight _____, 20_____.

14 4. **COMPENSATION:** Whenever possible, and to the extent possible, Broker's fee in the amount of _____ % of
15 the Property purchase price or \$ _____ (the "Fee") shall be paid from the Property seller's proceeds of
16 the transaction. To the extent the Broker's fee is not paid from such proceeds, Buyer shall pay the balance.

17 Broker's fee is deemed earned and payable if Buyer, or any person acting on Buyer's behalf, purchases or exchanges
18 any property of the nature described herein during the term of this Agreement, whether through services provided
19 by Broker or otherwise. Broker's fee is also deemed earned if Buyer, or any person on Buyer's behalf, purchases or
20 exchanges any Property exposed to Buyer by Broker within _____ days after termination of this
21 Agreement (the "Protection Period"). However, Buyer shall not be obligated to pay such Broker's fee if a valid
22 Exclusive Buyer Agency Agreement is entered into during the Protection Period with another licensed real estate
23 broker and the purchase or exchange of the property is closed during the Protection Period.

24 If a Contract to Purchase Real Estate is executed and fails to close, with no fault on the part of Buyer, Buyer shall be
25 relieved of any obligation to pay Broker's fee. If such transaction fails to close because of the fault of the Buyer,
26 Broker's fee will not be waived, but will be payable immediately by the Buyer.

27 5. **PERFORMANCE OF BROKER:** Broker agrees to perform the terms of this Agreement, promote the interest of the
28 Buyer with the utmost good faith, loyalty, fidelity, and present all offers, counteroffers and back-up offers in a timely
29 manner. The Buyer agrees that Broker shall not be obligated to seek other property, or present them to Buyer,
30 after Buyer has executed a Contract to Purchase.

31 6. **EXPLANATION OF AND CONSENT FOR AGENCY AND BROKERAGE RELATIONSHIPS:** Buyer acknowledges that
32 Broker may have clients who have retained Broker to represent them as a seller in the sale of property. If Buyer
33 becomes interested in making an offer on a seller client's property, then the Broker would be in a position of
34 representing both Buyer and seller in that transaction, which is illegal in Kansas since it constitutes dual agency. In
35 such instances, the Broker and Broker's agents may serve in either of two capacities:

36 1) **TRANSACTION BROKER:** With the informed consent of both the Buyer and the seller, the Broker may act
37 as a Transaction Broker. As a Transaction Broker, the Broker would assist the parties with the real estate
38 transaction without being an agent or advocate for the interests of either party.

39 **Buyer hereby consents to the Broker acting as a Transaction Broker**, subject to both the Buyer and
40 seller signing a Transaction Broker Addendum to their agency agreement with the Broker, which must be
41 signed by the Buyer prior to writing an offer to purchase the property and by the seller prior to signing the
42 Purchase Contract.

43 **(Please choose by initialing one) Yes _____ No _____**

44 2) **DESIGNATED AGENT:** A designated agent is a real estate licensee affiliated with a Broker who has been
45 designated by the Broker or the Broker's duly authorized representative, to act as the Agent of a Broker's
46 buyer or seller client to the exclusion of all other affiliated licensees. Buyer understands there may be a
47 Designated Agent for a seller in Buyer's purchase of the seller's property. **Buyer understands:**

- 48 a. If a Designated Agent is appointed to represent Buyer, Buyer understands the Designated Agent
49 will perform all of the duties of a Buyer's agent and will be Buyer's legal agent to the exclusion of
50 all other licensees in the brokerage firm.
- 51 b. Another licensee with the brokerage firm may act as a Designated Agent for a seller in the sale of
52 the seller's property.
- 53 c. The supervising Broker (or branch broker, if applicable) will act as a Transaction Broker and may
54 advise and assist the Designated Agent for the seller, but will not advocate for the interests of either
55 party and will not, without prior consent of both parties, disclose any information or personal
56 confidences about a party which might place the other party at an advantage. The supervising
57 Broker (or branch broker, if applicable) may appoint an affiliated licensee to act in the transaction
58 as a Transaction Broker.
- 59 d. If a Designated Agent is appointed to represent Buyer and such Designated Agent is also the
60 Designated Agent of a seller in whose property the Buyer is interested in purchasing, the Designated
61 Agent cannot represent both the Buyer and seller. With the informed consent of both the Buyer
62 and seller, the Designated Agent may act as a Transaction Broker and assist the parties with the
63 real estate transaction without being an agent or advocate for the interests of either party.
- 64 e. If a Buyer client of a Designated Agent wants to see a property which was personally listed by the
65 Agent's supervising Broker, the supervising Broker, with the written consent of the seller, may
66 specifically designate an affiliated licensee who will act as a Designated Agent for the seller.

67 **Buyer consents to a Designated Agent relationship.**

68 **(please choose by initialing one) Yes _____ No _____**

- 69 f. If applicable, the Broker or Broker's duly authorized representative hereby designates
70 _____ to act as a Designated Agent on the Buyer's
71 behalf.
- 72 g. **Buyer consents** to the above-named Designated Agent acting as a Transaction Broker in the event
73 the Designated Agent is also the Designated Agent for the seller, subject to both the Buyer and
74 seller signing a Transaction Broker Addendum to their agency agreement with the Broker, which
75 must be signed by the Buyer prior to writing an offer to purchase the property and by the seller
76 prior to signing the Purchase Contract.

77 **(Please choose by initialing one) Yes _____ No _____**

78 7. **BROKER WILL DISCLOSE** to the Buyer all adverse material facts actually known by the Broker and advise the
79 Buyer to obtain expert advice as to material matters known by the Broker but the specifics of which are beyond the
80 Broker's expertise. Broker shall account in a timely manner for all money and property received, comply with all
81 requirements of the Brokerage Relationships in Real Estate Transactions Act of Kansas and comply with any

82 applicable federal, state and local laws, rules and regulations and ordinances, including fair housing and civil rights
83 statutes, rules and regulations. The Broker will keep all information about the Buyer confidential unless disclosure
84 is required by statute, rule or regulation or failure to disclose would constitute fraudulent misrepresentation. No
85 cause of action for any person shall arise against Broker for making any required or permitted disclosure. Broker
86 will disclose to potential sellers all adverse material facts actually known by the Broker, including but not limited to
87 material facts concerning the Buyer's financial ability to perform the terms of the transaction. Broker is not required
88 to disclose information relating to the physical condition of the property **if** a written report regarding the physical
89 condition of the property has been prepared by a qualified third party and is provided to the Buyer or the seller.
90 Broker will disclose to Buyer or the seller any facts actually known by the Broker or Agent that were omitted from
91 or contradict any information included in the written report regarding the physical condition of the property.

92 **8. OTHER POTENTIAL BUYERS** may consider, make offers on, or purchase through Broker the same or similar
93 properties as Buyer seeks. Buyer consents to Broker's representation of such potential buyers before, during and
94 after the termination of this Agreement. In such a situation, Broker will not disclose to either buyer the terms of
95 the other's offer.

96 **9. DISCLOSURE OF BROKER'S ROLE:** At the time of initial contact, Broker shall inform all prospective sellers and
97 their agents with whom Broker negotiates pursuant to this Agreement, that Broker acts on behalf of a buyer. Buyer
98 authorizes Broker to cooperate with other brokers and share any compensation due under this Agreement.

99 **10. BUYER'S IDENTITY:** Unless otherwise requested in writing, Broker may disclose Buyer's identity to prospective
100 sellers and their agents.

101 **11. SERVICES OBTAINED FROM OUTSIDE SOURCES:** Broker shall not obtain or order products or services from
102 outside sources unless Buyer agrees in writing to pay for the same immediately when payment is due. Examples of
103 such products or services would include, but are not limited to, surveys, soil tests, title reports, engineering studies,
104 and inspections.

105 **12. PERSONAL AND FINANCIAL INFORMATION:** Buyer agrees to provide Broker, upon request, with relevant
106 personal and other financial information to assure Buyer's ability to acquire property of the character and quality
107 described above. Buyer agrees to inform other real estate licensees and sellers that Buyer is a party to this
108 Agreement.

109 **13. THE PARTIES SHALL NOT DISCRIMINATE** against any prospective seller or lessor because of the race, color,
110 religion, sex, disability, familial status, or national origin of such person.

111 **14. ATTORNEY'S FEES:** In the event of litigation concerning the rights of Buyer or Broker pursuant to this Agreement,
112 the parties agree that the Court shall award reasonable attorney's fees and court costs to whichever party shall
113 prevail in such action, to the extent allowed by law.

114 **15. INDEMNIFICATION:** Buyer agrees to indemnify and hold harmless Broker from any loss or damage arising out
115 of this Agreement, provided Broker is not at fault, including but not limited to attorney's fees reasonably incurred
116 by Broker. Broker is not responsible for accuracy or extent of information relative to any property and Buyer shall
117 satisfy himself with respect thereto.

118 **16. NONASSIGNMENT OF AGREEMENT:** Buyer and Broker understand and agree that the relationship created by
119 this Agreement cannot be assigned without the consent of all parties.

120 **17. ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the parties and any prior
121 agreements pertaining thereto, whether oral or written, have been merged and integrated into this Agreement.
122 There shall be no modification of this Agreement unless in writing and signed by all parties.

123 18. **SIGNATURE BY ELECTRONIC MAIL AND IN COUNTERPART:** Signatures to this Contract may be accepted by
124 electronic mail and signed in counterpart, on separate pages, which may then be assembled as the complete
125 agreement of the parties.

126 **THIS IS A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, CONSULT AN ATTORNEY BEFORE SIGNING.**
127 **BROKER RECOMMENDS TO BUYER TO RETAIN INDEPENDENT LEGAL COUNSEL TO ANSWER ANY LEGAL QUESTIONS**
128 **INVOLVED IN ANY REAL ESTATE TRANSACTION.**

129
130 Buyer hereby certifies receipt of the **"Real Estate Brokerage Relationships"** brochure and a copy of this Agreement.

131 _____
132 Buyer Date Brokerage (Broker) Date

133 _____
134 Buyer Date By (Agent) Date

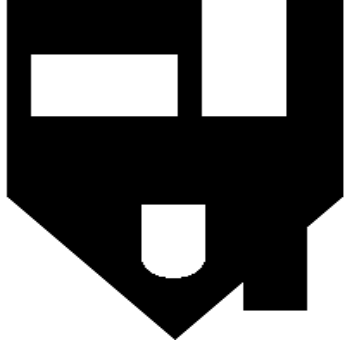
135 _____
136 Buyer's Address Broker's Address

137 _____
138 Phone Cell Phone Office Phone Agent's Phone

139 _____
140 Buyer's e-mail Agent's e-mail

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Real Estate Brokerage Relationships



The Choices

Furnished in compliance with
K.S.A. 58-30,110.

October 1997

InstaneFORMS

Our Firm's Policy



Firm _____
Name:

This firm authorizes its agent to act as:

- Seller's Agent
- Subagent (Seller's Agent)
- Designated Seller's Agent
- Buyer's Agent
- Designated Buyer's Agent
- Transaction Broker

Unless agreed differently in the listing agreement, the following is this firm's policy on offering cooperation and compensation to other agents:

- | | | | |
|-----------------------|--------------------------|----------------|--------------------------|
| Yes | <input type="checkbox"/> | No | <input type="checkbox"/> |
| Offer cooperation to: | Subagents | Buyer's Agents | Transaction Brokers |

- | | | | |
|------------------------|--------------------------|----------------|--------------------------|
| Yes | <input type="checkbox"/> | No | <input type="checkbox"/> |
| Offer compensation to: | Subagents | Buyer's Agents | Transaction Brokers |

The information above is provided to give you an understanding of this firm's policy. It is not a contract.

For the Customer:

Statement of Representation

Do not assume that an agent is acting on your behalf, unless you have signed a contract with the agent's firm to represent you.

As a customer, you represent yourself.

Any information that you, the customer, disclose to the agent representing another party will be disclosed to that other party.

Even though licensees may be representing other parties, they are obligated to treat you honestly, give you accurate information, and disclose all known adverse material facts.

Seller's Agent

The seller's agent represents the seller only, so the buyer may be either unrepresented or represented by another agent. The seller's agent is responsible for performing the following duties:

- Promoting the interests of the seller with utmost good faith, loyalty and fidelity;
- Protecting the seller's confidences, unless disclosure is required;
- Presenting all offers in a timely manner;
- Advising the seller to obtain expert advice;
- Accounting for all money and property received;
- Disclosing to the seller all adverse material facts about the buyer that the agent knows; and
- Disclosing to the buyer all adverse material facts actually known by the agent, including:
 - Environmental hazards affecting the property that are required to be disclosed;
 - The physical condition of the property;
 - Any material defects in the property; or
 - Any material limitation on the seller's ability to complete the contract.

The seller's agent has no duty to:

- Conduct an independent inspection of the property for the benefit of the buyer; or
- Independently verify the accuracy or completeness of any statement by the seller or any qualified third party.

The designated agent is a seller's agent who has been designated by the broker to represent the seller to the exclusion of all other licensees affiliated with the firm. The designated agent performs all the duties of a seller's agent, while the other agents in the firm perform the duties of a transaction broker, unless they have a buyer agency agreement.

Buyer's Agent

The buyer's agent represents the buyer only, so the seller may be either unrepresented or represented by another agent. The buyer's agent is responsible for performing the following duties:

- Promoting the interests of the buyer with utmost good faith, loyalty and fidelity;
- Protecting the buyer's confidences, unless disclosure is required;
- Presenting all offers in a timely manner;
- Advising the buyer to obtain expert advice;
- Accounting for all money and property received;
- Disclosing to the buyer all adverse material facts that the agent knows; and
- Disclosing to the seller all adverse material facts actually known by the agent, including all material facts concerning the buyer's financial ability to perform the terms of the transaction.

The buyer's agent has no duty to:

- Conduct an independent investigation of the buyer's financial condition for the benefit of the seller; or
- Independently verify the accuracy or completeness of statements made by the buyer or any qualified third party.

The designated agent is a buyer's agent who has been designated by the broker to represent the buyer to the exclusion of all other licensees affiliated with the firm. The designated agent may show properties listed by other agents in the designated agent's firm. The designated agent performs all duties of a buyer's agent, while the other agents in the firm perform the duties of a seller's agent or a transaction broker.

Transaction Broker

The transaction broker is not an agent for either party, so the transaction broker does not advocate the interests of either party. The transaction broker is responsible for performing the following duties:

- Protecting the confidences of both parties, including the following information:
 - The fact that a buyer is willing to pay more;
 - The fact that a seller is willing to accept less;
 - The factors that are motivating any party;
 - The fact that a party will agree to different financing terms; and
 - Any information or personal confidences about a party that might put the other party at an advantage.
- Exercising reasonable skill and care;
- Presenting all offers in a timely manner;
- Advising the parties regarding the transaction;
- Suggesting that the parties obtain expert advice;
- Accounting for all money and property received;
- Keeping the parties fully informed;
- Assisting the parties in closing the transaction;
- Disclosing to the buyer all adverse material facts actually known by the transaction broker, including the following:
 - Environmental hazards affecting the property that are required to be disclosed;
 - The physical condition of the property;
 - Any material defects in the property or in the title to the property;
 - Any material limitation on the seller's ability to complete the contract.
- Disclosing to the seller all adverse material facts actually known by the transaction broker, including all material facts concerning the buyer's financial ability to perform the terms of the transaction.

The transaction broker has no duty to:

- Conduct an independent inspection of the property for the benefit of any party;
- Conduct an independent investigation of the buyer's financial condition;
- Independently verify the accuracy or completeness of statements made by the seller, buyer or any qualified third party.



Tear Here

Optional Acknowledgment

Completion of this acknowledgment is not required by law. However, our firm prefers to have your acknowledgment so we are sure your choices were explained to you.

Please acknowledge receipt of the brochure by circling either "seller" or "buyer" and signing below. This form is not a contract. If you choose to have an agent represent you, a written agency agreement must be signed.

Seller or Buyer

Date

Seller or Buyer

Date

BUYER'S COST ESTIMATE

| | |
|--|---|
| 1 Buyer _____ 2 Property Address _____ 3 _____ 4 Sales Price \$ _____ 5 Type of Mortgage _____ 6 Estimated Closing Date _____ 7 Mortgage Amount \$ _____ 8 Mortgage w/MIP or VA Funding Fee \$ _____ 9 Estimated Interest Rate _____% Term _____ | ESTIMATED MONTHLY PAYMENT: Principal & Interest \$ _____ Mortgage Insurance \$ _____ General & Special Taxes \$ _____ Hazard Insurance \$ _____ Flood Insurance \$ _____ Other _____ \$ _____ TOTAL EST. MONTHLY PAYMENT \$ _____ |
|--|---|

10 The licensee preparing this Buyer's Cost Estimate and brokerage firm believe these figures are correct.
 11 However, these are estimates only and are not guaranteed to be complete or accurate and are subject to possible changes.

12 **INITIAL INVESTMENT (DOWN PAYMENT)** \$ _____

13 **ESTIMATED LOAN AND CLOSING COSTS:**

- 14 Loan Origination Fee/Discount Points _____ % (of Loan Amount) \$ _____
- 15 Credit Report \$ _____
- 16 Appraisal Fee \$ _____
- 17 Re-inspection Fee \$ _____
- 18 Title Insurance \$ _____
- 19 Lender's Coverage \$ _____
- 20 Mortgage Reg. Tax \$ _____
- 21 Recording Fee \$ _____
- 22 Survey \$ _____
- 23 Underwriting or Document Prep Fee \$ _____
- 24 Closing Fee \$ _____
- 25 Termite Inspection \$ _____
- 26 Tax Service Fee \$ _____
- 27 Well/Sewage System Inspection(s) \$ _____
- 28 Flood Certification \$ _____
- 29 Home Warranty Plan \$ _____
- 30 Property Inspection \$ _____
- 31 Other _____ \$ _____

32 **TOTAL ESTIMATED LOAN AND CLOSING COSTS** \$ _____

33 **ESTIMATED PREPAID, RESERVE & PRORATED COSTS:**

- 34 Hazard Insurance 1 year + _____ months reserve \$ _____
- 35 Flood Insurance 1 year + _____ months reserve \$ _____
- 36 Mortgage Insurance _____ months reserve \$ _____
- 37 MIP or VA Funding Fee (_____ % max.) (if paid in cash) \$ _____
- 38 General & Special Tax _____ months reserve \$ _____
- 39 Homeowners Association Initiation Fee \$ _____
- 40 Homeowners Association Proration \$ _____
- 41 Prepaid Interest _____ days @ \$ _____ per day \$ _____
- 42 Other _____ \$ _____

43 **TOTAL ESTIMATED PREPAID, RESERVE & PRORATED COSTS** \$ _____

44 **TOTAL ESTIMATED CASH INVESTMENT** \$ _____

45 I/We acknowledge receiving a copy of the above Buyer's Cost Estimate.

46 _____
 47 Buyer Date

48 _____
 49 Buyer Date Licensee Date

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:**

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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 _____

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BUYER'S PROPOSED CONTRACT AMENDMENT FOR INSPECTIONS

1 This amendment is proposed pursuant to paragraph 19 of the Contract for Purchase and Sale of Real
2 Estate dated _____, 20____ between _____,
3 as Buyer and _____, as Seller, on the property
4 commonly known as: _____.

5 **Buyer shall initial one of the following choices:**

6 _____ 1. **Waiver of Inspection:** Buyer herein states that as a result of Buyer's right of
7 inspection, Buyer did not choose to have a qualified professional inspector inspect the property and
8 improvements, but have performed their own inspection. Buyer is not relying upon any statement or
9 warranty of Seller or Broker or Broker's Agent. Buyer agrees to accept the property and improvements
10 as satisfactory without condition or qualification. Buyer further agrees to accept property including but
11 not limited to all electrical, mechanical systems, plumbing and appliances, as well as roof, foundation,
12 basement (if applicable) and structure in their present condition.

13 _____ 2. **Acceptance of Inspection Report:** Buyer herein states that they have received and
14 reviewed an inspection report on the above referenced property; said report meets with the Buyer's
15 approval and Buyer requests no repairs or replacements by the Seller. Buyer is not relying upon any
16 statement or warranty of Seller, Broker or Broker's Agent. Buyer agrees to accept the property and
17 improvements as satisfactory without condition or qualification. Buyer further agrees to accept
18 property including but not limited to electrical, mechanical systems, plumbing and appliances, as well as
19 roof, foundation, basement (if applicable) and structure in their present condition.

20 _____ 3. **Request for Repairs or Time Extension:** Buyer herein states they have received and
21 reviewed an inspection report of the above referenced property. Buyer hereby requests repair or
22 replacement of the following defect(s) reported in the inspection report or an extension of _____
23 additional business days in which to obtain one or more further inspections as recommended below in
24 which to request repair or replacement of any defect(s) revealed by such further inspection.

25 Identity of Inspector: _____ Date of Inspection: _____

26 A copy of the inspection report is ____ **attached** or ____ **not attached**. If a copy of the inspection report
27 is provided; it is for information purposes only. Buyer's description of any defect will control.
28 Description of defect or recommendation of additional inspections (please be specific):

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49 Buyer hereby agrees to accept **all other** electrical, mechanical systems, plumbing and appliances as well
50 as the roof, basement (if applicable) and structure in their present condition.

51 Seller agrees to make the requested repairs unless otherwise indicated. If Seller does not accept this
52 Proposed Amendment and does not agree to any extension, repair or replacement, then this
53 Amendment is not adopted and pursuant to paragraph 19 of the Contract, the parties are to negotiate
54 with one another to resolve any differences.

55 All other terms and conditions of said Contract shall remain in full force and effect.

| | | | | |
|----|-------|------|--------|------|
| 56 | _____ | | _____ | |
| 57 | Buyer | Date | Seller | Date |
| 58 | _____ | | _____ | |
| 59 | Buyer | Date | Seller | Date |

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CONTRACT ADDENDUM FOR PURCHASE AND SALE OF REAL ESTATE

ALLIANCE

1 Buyer(s): _____

2 Seller(s): _____

3 Property Address: _____

4 The following is incorporated and made a part of the real estate purchase contract covering captioned property,
5 dated _____ by and between the undersigned.

6 Additional terms and conditions:

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20 **THIS DOCUMENT IS PART OF A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, SEEK COMPETENT ADVICE.**
21 **BROKER RECOMMENDS TO BUYER AND SELLER TO RETAIN INDEPENDENT LEGAL COUNSEL TO ANSWER ANY**
22 **LEGAL QUESTIONS INVOLVED IN ANY REAL ESTATE TRANSACTION.**

23

24 _____ Date _____ Date

25

26 _____ Date _____ Date

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CONTRACT AMENDMENT

ALLIANCE

1 The terms of the Contract for Purchase and Sale of Real Estate dated _____,
2 between _____ as Buyer(s)
3 and _____ as Seller(s),
4 covering property commonly known as _____.

5 is hereby amended as follows:
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18 All other terms and conditions of the contract shall remain the same.

19 Buyer _____ Seller _____

20 Print Name _____ Print Name _____

21 Date _____ Time _____ Date _____ Time _____

22 Buyer _____ Seller _____

23 Print Name _____ Print Name _____

24 Date _____ Time _____ Date _____ Time _____

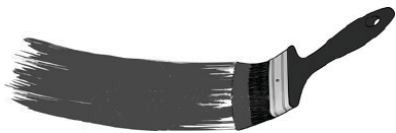
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What is a Property Inspection?

A property inspection is a professional, objective, visual evaluation of the current condition of the property and its major systems, and does not include cosmetic improvements. It is important to understand that a property inspection is not a guarantee of any kind, nor a municipal code inspection. Property inspection reports may also indicate areas of preventative maintenance for the buyer's information. These maintenance items are not typically a reason to renegotiate contract terms.

There is No Perfect House

Buyers and sellers involved in the transaction should be aware that existing houses are less than perfect. Talk to your REALTOR® about what and what not to expect, to prevent mistrust and loss of valuable time.



Liability Limitations

The home inspection is normally conducted for the buyer and is the property of the person paying for the inspection. It is a report of the condition of the home on the day of the inspection and is not meant to be a warranty or guarantee of the systems of the home.

The inspection is the educated and experienced opinion of the inspector of the visible and readily accessible portions of the house or systems inspected. Limits of the inspection are detailed in the inspection contract or disclaimer.

Types of Property Inspections

- Mechanical*
- Structural*
- Foundation*
- Roof*
- Fireplace and Chimney*
- Whole house
- Synthetic stucco
- Septic/Well
- Pool/Spa
- Lawn sprinkler system
- Wood destroying insect infestation/wood rot
- Environmental – Radon, Lead, Asbestos

* Items normally included in a whole house inspection.

The Inspector's Role

The inspector's role is to inspect the condition of the property and the home's major systems. The inspector checks that systems are:

- Installed properly
- Functioning as intended
- Operating in a safe manner

The inspector may advise the buyer of the potential life of certain major systems in the home and may make recommendations so that the buyer may budget for maintenance or replacement.

The inspector should not be expected to comment on the REALTORS® role or to give an opinion regarding the market value of the home.

Homeowner's Warranties

Limited home protection plans are available for purchase.

These plans may commence at the time of listing or closing, usually last one year from the date of closing, and give limited protection on many working components of the home. Check with your REALTOR® for more information.

Property Inspection Guidelines For Buyers & Sellers



April 2010

Presented by:

REALTORS® of South Central Kansas

170 W. Dewey

Wichita, KS 67202

316-263-3167

316-263-2832 fax

www.sckrealtors.com

Buyer's Responsibility

• When to Inspect?

Buyer inspections should be done as soon as possible, but no later than the date stipulated in the contract. Limits of the inspection are detailed in the inspection contract or disclaimer.

• Who chooses the inspector?

It is the buyer's responsibility to choose the home inspector.

• Who should attend?

It is important that the buyers attend the inspection. The REALTORS® may also be present. The seller may be present; however, we recommend that interaction be minimal. Length of time varies with the type of inspection.

• Cost and payment of buyer inspections

The price of inspections varies according to the type of inspection and size of property. Payment is the responsibility of the buyer, and should be made no later than completion of inspection.



Homebuyer's Checklist

• Inspection reports

The buyer can expect to receive a copy of the inspection report within 48 hours of the inspection, or as arranged with the inspecting company. In the interest of facilitating the transaction, and with the permission of the buyer, duplicate copies may be furnished upon request to all parties involved in the transaction.

• Seller's Disclosure

It is the responsibility of the buyer to read and sign a seller's disclosure statement regarding the property, if one is available, within the time limit set by the contract. The seller is not obligated to repair defects disclosed in such statement unless specified and agreed to in the purchase contract and/or addendum to the contract.

• Qualification of inspectors

The buyer is responsible for determining the qualifications and experience of inspectors. Areas that should be checked are education background, licenses and/or other credentials, references, and professional societies or organizations, such as the American Society of Home Inspectors (ASHI), and Society of Professional Property Inspectors (SPPI).

Seller's Responsibility

• Seller's Disclosure

The seller may furnish a signed, detailed disclosure statement regarding the condition of the property.

• Utilities

In order for an inspection to be done, sellers are to have the utilities (i.e., gas, electricity, water) on before the house and systems are inspected.

• Accessibility

Access to interior foundation walls, furnace, hot water tank, electrical panel, attic, crawl space, and garage walls all need to be made ready to allow for a thorough inspection.

• Seller's prelisting inspection

It is recommended that the seller have the home inspected prior to putting the home on the market. This will help identify typical deficiencies, which could appear on a buyer's inspection report. Correction of these problems may increase the home's appeal and stability, and could help identify unknown problems. Payment of this inspection is the responsibility of the seller, and should be paid at the time of inspection completion.

Homeseller's Checklist

Check major systems:

• Mechanical

Furnace/Air Conditioning
Plumbing supply and drainage
Electrical outlets and switches

• Structural

Foundation
Walls and floors
Windows and doors
Roof covering
Gutters and drainage
Fireplace chimney and wood burning stoves

• Pay attention to the small items:

Leaky faucets
Burned out lights, etc.
Loose doorknobs and latches
Stains on ceiling
Replace furnace filter
Cracked window panes
Missing screens
Mow the grass and pull weeds
Cut down dead trees

• Make cosmetic improvements



ALLIANCE

FINAL WALK-THROUGH AND PROPERTY ACCEPTANCE

1 Reference is made to certain Real Estate Purchase Contract Dated _____,
2 by and between _____, Seller(s),
3 and _____, Buyer(s),
4 covering property commonly known as: _____
5 _____.

6 BUYER INITIAL ONE:

7 _____ Buyer has chosen to waive the right for a final walk through. Buyer agrees to accept
8 the property in its present condition without warranty by the Seller or the Broker(s), unless
9 it is expressly set forth in the Real Estate Purchase Contract or is specifically implied by
10 Kansas Law.

11 or

12 _____ Buyer has made a final walk-through inspection of the above-described property.
13 Buyer has physically inspected the general condition of the property.

14 BUYER AGREES THAT:

- 15
- 16 1. All systems appear to be in working condition.
 - 17 2. All items to be left with the property as specified in the contract are in place.
 - 18 3. The general condition of the premises is acceptable.
 - 19 4. Any required and agreed upon repairs have been completed to Buyers' satisfaction.
 - 20 5. They have been advised to change all locks, garage door and security codes upon
21 taking possession.

22 The Buyer(s) and Seller(s) agree that the condition of said property has not changed since the signing of
23 the Real Estate Purchase Contract with the exception of any repairs or revisions as agreed to in writing
24 by both parties or requirements by an appraiser or lender.

25 _____
26 Buyer Date Seller Date

27 _____
28 Buyer Date Seller Date

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