



CONTRACT FOR PURCHASE AND SALE OF REAL ESTATE - LAND

REALTORS® of South Central Kansas

ALLIANCE

1 THIS AGREEMENT, Made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between
2 \_\_\_\_\_, hereinafter referred to as "Seller",
3 whether one or more, and \_\_\_\_\_, hereinafter
4 referred to as "Buyer," whether one or more.

5 WITNESSETH: That for and in consideration of the mutual promises, covenants and payments hereinafter set out, the
6 parties hereto do hereby contract to and with each other, as follows:

7 1. The Seller does hereby agree to sell and convey to the Buyer by a good and sufficient warranty deed the following
8 described real property situated in \_\_\_\_\_ County, Kansas to-wit: \_\_\_\_\_
9 \_\_\_\_\_
10 \_\_\_\_\_
11 \_\_\_\_\_ "the Property."

12 2. The Buyer hereby agrees to purchase, and to pay to the Seller, as consideration for the conveyance to Buyer of the
13 above described real property, the sum of (\$ \_\_\_\_\_) \_\_\_\_\_
14 \_\_\_\_\_ Dollars in manner following, to-wit:

20 3. 1031 TAX EXCHANGE: Seller and Buyer may, at their respective options, elect to participate in a tax deferred exchange
21 under Section 1031 of the Internal Revenue code in connection with this transaction and Buyer and Seller agree to
22 reasonably cooperate with each other in connection with the same provided: (a) neither is required to enter into the chain
23 of title on the other party's property and that such party uses a qualified intermediary to effect the exchange; (b) each
24 party will be exclusively responsible for all costs incurred in connection with their respective exchange; and (c) closing of
25 this transaction is not unreasonably delayed in any manner because of any such exchange.

26 4. TITLE EVIDENCE: The Seller shall cause to be furnished to Buyer, at Seller's option, either an abstract or a title insurance
27 company's commitment to issue, after closing, a title insurance policy in an amount equal to the full purchase price naming
28 Buyer as the insured. Except for assumptions or owner-carry transactions, the commitment shall show marketable title
29 vested in Seller, subject to any of the following exceptions which may apply: Easements; if Buyer fails to obtain a survey,
30 any encroachments that would have been disclosed by a survey; rights-of-way of record; trees, plantings and fences;
31 restrictions and protective covenants of record, provided no forfeiture provisions are contained therein; unmatured special
32 assessments; zoning laws, ordinances and regulations; rights of tenants in possession; the liens, if any, described therein;
33 and those exceptions which are standard to American Land Title Association's Form B or as specified herein and in an
34 assumption, the mortgage securing the loan which the Buyer is assuming. A copy of the title commitment will be furnished
35 to Seller, Buyer, lender, listing broker, and selling broker as promptly as possible. The Seller and Buyer shall each pay one-
36 half the cost of the title insurance. In the event a Builder/Seller is entitled to a discount, the Builder/Seller shall receive the
37 full discount. Buyer shall pay for any title coverage for the benefit of Buyer's lender. Buyer shall have a reasonable time,
38 not to exceed 5 business days, to examine the title insurance commitment and to notify Seller of any objections to the title.
39 Seller shall have reasonable time, not to exceed 30 days from the scheduled closing date, to cure any title defect other
40 than the exceptions listed above. Should the Seller be unable to furnish marketable title subject to the foregoing
41 exceptions, and should this Contract be terminated for that reason, then the earnest money shall be refunded promptly to
42 the Buyer, the Seller shall reimburse to the Buyer the cost of Buyer's accrued loan costs, the cost of any survey paid for by

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43 Buyer if, but only if, the survey disclosed a title defect that cannot be corrected within the time provided above, attorney's  
44 fees for examining title, and title insurance cancellation fees, and all parties shall be released from any further obligation.  
45 Title Evidence to be ordered from: \_\_\_\_\_  
46 \_\_\_\_\_

47 5. Mineral rights: \_\_\_\_\_ % pass with the land to the Buyer  
48 \_\_\_\_\_ % remain with the Seller  
49 \_\_\_\_\_ % are owned by third party  
50 \_\_\_\_\_ unknown

51 Are there any oil, gas, or wind leases of record or Other? (please explain) \_\_\_\_\_  
52 \_\_\_\_\_

53 6. Crops planted at the time of sale: \_\_\_\_\_ pass with the land to the Buyer  
54 \_\_\_\_\_ remain with the Seller  
55 \_\_\_\_\_ none  
56 \_\_\_\_\_ negotiable  
57 \_\_\_\_\_ other (please describe): \_\_\_\_\_  
58 \_\_\_\_\_

59 7. Water rights: \_\_\_\_\_ pass with the land to the Buyer - Permit # \_\_\_\_\_  
60 \_\_\_\_\_ remain with the Seller - Permit # \_\_\_\_\_  
61 \_\_\_\_\_ have been terminated

62 8. Any additional leasehold interests or tenant's rights in the subject property:  
63  
64

65 9. Land currently zoned as \_\_\_\_\_

66 10. **COMPONENTS OF SYSTEMS AND EQUIPMENT LISTED IN SELLER'S PROPERTY DISCLOSURE REPORT:** If a Seller's  
67 Property Disclosure Report ("Report") is furnished to Buyer, the Report will identify certain components of systems and  
68 equipment and will provide whether the Property so identified will or will not be transferred to Buyer at closing. **In the**  
69 **event of a conflict between the Report and an MLS listing, the Report shall govern. In the event of a conflict between**  
70 **the Report and language written into the body of this Contract, the language written into the body of this Contract shall**  
71 **govern.** If no Report is furnished to Buyer, then the following provisions shall govern the personal property to be  
72 transferred by Seller to Buyer at closing: \_\_\_\_\_  
73 \_\_\_\_\_

74 11. **SURVEY:** Broker recommends that Buyer acquire a current boundary and improvement survey on the Property being  
75 purchased, regardless of lender's survey requirements. If survey is not performed regarding all or part of the property,  
76 Buyer is bound by whatever information a survey would have revealed and waives any claim, right or cause of action. See  
77 paragraph 4.

78 12. **DEED AND DOCUMENTS FOR CLOSING:** In the event a title or abstract company prepares a Deed, Affidavit of No Liens,  
79 or other necessary documents to complete this transaction, the charge for same, in addition to the cost of closing the  
80 transaction, shall be shared equally between the Buyer and Seller, but if lender prohibits Buyer from doing so, Seller shall  
81 pay such costs.

82 13. **EARNEST MONEY:** The Buyer does hereby deposit with \_\_\_\_\_ (Company  
83 Name), earnest money in the form of \_\_\_\_\_ and in the amount of \$ \_\_\_\_\_, as security that the  
84 terms and conditions of this Contract shall be fulfilled by the Buyer. Earnest money shall be deposited within five business

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85 days after Acceptance of the Contract by all parties. The earnest money shall be applied to the purchase price at closing.  
86 Pursuant to K.S.A. 58-3061, the broker can only disburse earnest money 1) pursuant to written authorization of Buyer and  
87 Seller; 2) pursuant to a court order; or 3) when a transaction is closed according to the agreement of the parties.  
88 Notwithstanding any other terms of this Contract providing for forfeiture or refund of the earnest money deposit, the  
89 parties understand that applicable Kansas real estate laws prohibit the escrow agent from distributing the earnest money,  
90 once deposited, without the consent of all parties to this agreement. Buyer and Seller agree that failure by either to  
91 respond in writing to a certified letter from Broker within seven (7) days of receipt thereof or failure to make written  
92 demand for return or forfeiture of an earnest money deposit within thirty (30) days of notice of cancellation of this  
93 agreement shall constitute consent to distribution of the earnest money as suggested in any such certified letter or as  
94 demanded by the other party hereto. If a dispute arises over disposition of funds or documents deposited with the escrow  
95 agent or the listing broker, Seller and Buyer agree that any attorney's fees, court costs and/or other legal expenses  
96 incurred by the escrow agent and any broker in connection with such dispute shall be reimbursed from the earnest money  
97 or other funds deposited with the escrow agent or listing broker. In addition to forfeiture of earnest money to Seller or  
98 return of earnest money to Buyer, Buyer and Seller shall both have the option of enforcing specific performance of this  
99 Contract or any other remedy allowed by law or equity.

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

103 15. **KANSAS LAW APPLIED:** This Contract and its validity, construction and performance shall be governed by the laws of  
104 Kansas.

105 16. **MEDIATION:** Any dispute or claim arising out of or relating to this Contract, the breach of this Contract or the services  
106 provided in relation to this Contract, shall be submitted to mediation in accordance with the rules and procedures of the  
107 Homesellers / Homebuyers Dispute Resolution System prior to filing a lawsuit. Disputes shall include representations  
108 made by the Buyer, Seller, or any real estate broker/licensee in connection with the sale, purchase, financing, condition, or  
109 other aspect of the Property including, without limitation, allegations of concealment, misrepresentation, negligence,  
110 and/or fraud. Seller and Buyer shall pay an equal portion of the mediation fees and costs. Any agreement signed by the  
111 parties pursuant to the mediation conference shall be binding.

112 **The following matters are excluded from mediation hereunder: (a) earnest money disputes; (b) judicial or non-judicial**  
113 **foreclosure or other action or proceeding to enforce a mortgage or escrow contract; (c) an unlawful detainer action; (d) the**  
114 **filing or enforcement of a mechanic's lien; (e) any matter which is within the jurisdiction of a probate court; or (f) violation**  
115 **of Kansas real estate license laws. The filing of a judicial action to enable the recording of a notice of pending action, for**  
116 **order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver of the right to**  
117 **mediate under this provision, nor shall it constitute a breach of the duty to mediate.**

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

122 17. **PRORATION OF TAXES AND RESERVES:** All ad valorem taxes, the current annual installment of special assessments,  
123 rentals, homeowner's association dues, and interest, if any, shall be adjusted and prorated as of closing date, unless  
124 otherwise agreed. General taxes shall be prorated for the calendar year on the basis of taxes for the previous year unless  
125 the previous year's assessed valuation was based on a lesser improved property, in which case taxes shall be determined  
126 from the assessed valuation and the officially-established mill levy prevailing at closing. Special assessments shall be  
127 prorated on the basis of the amount (for the calendar year) ascertainable at the time of closing by the closing agent.  
128 **BUYER IS RESPONSIBLE FOR VERIFYING THE AMOUNT OF TAXES AND SPECIAL ASSESSMENTS.**

129 18. **INTERIM MAINTENANCE:** Seller agrees to deliver possession of the Property in a like or better condition than it is  
130 now, reasonable wear and tear excepted.

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131 19. **CLOSING AND POSSESSION:** The parties agree that time is of the essence and the parties agree to close on or  
132 before \_\_\_\_\_. Seller agrees to give possession as follows:  
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134  
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137 20. **AGENCY DISCLOSURE:**

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

139 Listing Broker/Licensee is functioning as an:

140  Agent of the Seller  Designated Seller's Agent\*  Transaction Broker

141 Selling Broker/Licensee is functioning as:

142  Agent of the Seller  Agent of the Buyer  Transaction Broker

143  Designated Seller's Agent\*  Designated Buyer's Agent\*

144 \*Supervising Broker acts as a Transaction Broker

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

146 21. **REPRESENTATIONS AND RECOMMENDATIONS:** It is hereby agreed and acknowledged by the parties hereto that  
147 unless otherwise stated in paragraph 25 (Additional Terms and Conditions), neither the listing nor selling brokers, or  
148 their agents, employees, or associates have made, on their own behalf, any representations or warranties, expressed or  
149 implied, with respect to the Property, including but not limited to the environmental condition of the Property. Any  
150 information furnished to either party through the Multiple Listing Service or in any property condition report should be  
151 independently verified by that party before that party relies on such information. Any representations or warranties  
152 stated in paragraph 25 have been made by the listing/selling brokers based on information supplied by sources believed to  
153 be reliable, and brokers and their associates have not assumed any responsibility, directly or indirectly, with respect to any  
154 representation or warranties which have been made by any other party. Since the listing/selling brokers are acting as  
155 brokers only, they shall, under no circumstances, be held liable to either the Seller or Buyer for performance or lack of  
156 performance of any terms or conditions of this Contract. **Again, it is emphasized that if any party believes**  
157 **representations or warranties have been made by the listing/selling brokers, or their agents, employees, or associates,**  
158 **they must be set forth specifically and in writing in paragraph 25 (Additional Terms and Conditions) if they are to be**  
159 **effective or enforceable.**

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

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

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

168 25. **ADDITIONAL TERMS AND CONDITIONS:** \_\_\_\_\_

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182 26. **SURVIVAL AFTER CLOSING:** The provisions of paragraphs 5, 6, 7, 8, 10, 18, 19, and 24 shall survive the Closing.

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

186 Buyer and Seller hereby acknowledge receipt of separate expense itemizations estimating approximate costs to be  
187 incurred. Buyer and

188 Seller also acknowledge that they have read the entire Contract and that by signing page six (6) of this six (6) page  
189 Contract, they agree to all terms contained herein.

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

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

202 **NOTE: “Acceptance”**, unless otherwise agreed in writing, is defined as the latest dated signature or initials which resulted  
203 in a final agreement between the parties.

204 **SELLER hereby authorizes Closing Agent to obtain payoff information from SELLER’S Lender.**

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

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

209 Buyer \_\_\_\_\_ Seller \_\_\_\_\_

210 Print Name \_\_\_\_\_ Print Name \_\_\_\_\_

211 Date \_\_\_\_\_ Time \_\_\_\_\_ Date \_\_\_\_\_ Time \_\_\_\_\_

212 Buyer \_\_\_\_\_ Seller \_\_\_\_\_

213 Print Name \_\_\_\_\_ Print Name \_\_\_\_\_

214 Date \_\_\_\_\_ Time \_\_\_\_\_ Date \_\_\_\_\_ Time \_\_\_\_\_

215 \_\_\_\_\_ FOR OFFICE USE ONLY \_\_\_\_\_

216 Agent \_\_\_\_\_ Agent \_\_\_\_\_

217 Cell Phone \_\_\_\_\_ RE License \_\_\_\_\_ Cell Phone \_\_\_\_\_ RE License \_\_\_\_\_

218 E-mail \_\_\_\_\_ E-mail \_\_\_\_\_

219 Firm \_\_\_\_\_ Firm \_\_\_\_\_

220 Phone \_\_\_\_\_ Fax \_\_\_\_\_ Phone \_\_\_\_\_ Fax \_\_\_\_\_

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