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36876850

Form # 2043

07/21

SPECIAL SALE CONTRACT

DATE: June 29, 2022

Note: This contract does not have many clauses protecting Buyers included in the Residential Sale Contract, Form #2090. It should normally be used only for the sale of property without provision for building, termite, environmental, gas, municipal, insurability, and other inspections. Regardless of whether Seller's Disclosure Form is to be provided, Seller is still obligated to comply with Federal and State laws which require disclosure of certain defects, hazardous conditions and adverse material facts.

1. PARTIES AND PROPERTY.

_____, Buyer(s), agrees to purchase from the undersigned Seller, the following real property in the municipality of (if incorporated), unincorporated, County of Saint Charles, Missouri (legal description on Seller's title to govern) being all the real property Seller owns at said address: 3029 Bluffwood Dr, St Charles, MO 63301.

2. INCLUSIONS AND EXCLUSIONS.

The purchase price includes all existing improvements on the property (if any) and appurtenances, fixtures and equipment (which Seller guarantees to own free and clear) including:

Note: To avoid any misunderstanding, the parties are urged to list as "included" or "excluded" any items which may be subject to question or unclear as to being considered a "fixture" such as electronic equipment. The purchase price includes all existing improvements on the property (if any) and appurtenances, fixtures and equipment (which Seller guarantees to own free and clear) including:

In addition, the following items are included: washer and dryer in as-is condition, at no monetary value

The following items are excluded: NA

3. PURCHASE PRICE.

\$ _____ is the total purchase price to be paid as follows:

\$ 3000.00 earnest money (\$0 if none stated) (**check one**) ☐ received for delivery to **OR** ☒ to be delivered to Investors Title Company escrow agent within 3 Hours days (3 days if none stated) after "Acceptance Deadline" date. Selling broker to be escrow agent if none specified above.

\$ NA additional earnest money (\$0 if none stated) to be delivered to escrow agent within _____ days after the "Acceptance Deadline" date (15 days if none stated) or _____.

The balance, including any adjustments set forth in this contract, less, any amount of Seller financing or of Seller's loan being assumed as stipulated in this contract, if applicable, is to be paid at Closing, by cashier's check, wire transfer or any form acceptable to Closing agent.

4. METHOD OF FINANCING.

Note: If Buyer's lender or Closing agent cannot fulfill their obligations under the Dodd-Frank Wall Street Reform and Consumer Protection Act and the regulations promulgated by the Consumer Financial Protection Bureau, it may be necessary for the Buyer to request Seller to agree to an extension of the Closing Date.

☐ **Not Contingent Upon Financing.** This contract is not contingent upon financing; however, Buyer reserves the right to finance any portion of the purchase price.

☐ **Contingent Upon Financing.** Buyer agrees to do all things necessary, including, but not limited to the execution of a loan application and other instruments, the payment to the lender of the credit report, appraisal and any other required fees, and to otherwise cooperate fully in order to obtain the financing described below. If Buyer does not deliver written notice, provided by Buyer's lender, to Seller or listing broker, of Buyer's inability to obtain a loan approval on the terms described below on or before July 20, 2022 (or 30 days after the "Acceptance Deadline" date if none stated) (the Loan

Contingency Date) then this condition shall be deemed waived and Buyer's performance under this contract shall thereafter not be conditioned upon Buyer's obtaining financing. If lender will not give Buyer such written notice then Buyer may directly notify Seller or listing broker (on or before the Loan Contingency Date) by providing a notarized affidavit that Buyer has complied with all of the terms of this paragraph and that despite request, Buyer was unable to obtain such written notice from lender. If Buyer has complied with the terms of this paragraph and has timely provided written notice to Seller or listing broker of Buyer's inability to obtain the loan approval, then this contract shall be terminated with earnest money to be returned to Buyer, subject to paragraph 12.

Note: If Loan Contingency Date passes without written notice as outlined above, Buyer remains obligated under this contract. Therefore, Buyer should be certain that he will have the funds to close. If Buyer's performance under this contract is to be independently conditioned upon the property appraising at a specified value, then Buyer should complete and attach to this contract an appropriate appraisal rider.

Loan amount: _____% of the purchase price **OR** \$ _____.
 Initial interest rate not to exceed: _____. Amortization term: _____ years.
 Other terms (none if blank): _____
 LOAN TYPE: (Check applicable) ☐ Conventional ☐ FHA ☐ VA ☐ Other: _____
 RATE TYPE: (Check applicable) ☐ Fixed Rate ☐ Adjustable Rate ☐ Other: _____

- ☐ Seller agrees to pay, at Closing, a cost not to exceed _____% of purchase-price **OR** \$ _____
 (\$0 if none stated) towards Buyer's closing costs, prepaids, points and other fees allowed by lender.

5. CLOSING AND POSSESSION.

Note: All parties are encouraged to use the same title company to reduce risk. If Seller does not close at the same title company as Buyer, or Seller's choice of title company does not have a common underwriter with Buyer's title company, then Seller will be required to sign a Notice of Closing or Settlement Risk acknowledging that their settlement funds are not protected by the title insurance underwriter.

The "Closing" is the exchange of the Seller's deed for the total purchase price. Seller shall be deemed to have received funds when funds are received by Seller or Seller's title company. The Closing of this sale shall take place on _____ July 27, 2022 or any other date that both parties agree in writing. Buyer will close at _____ Investors Title Company, the title company which provides title insurance. Regardless of who closes for Buyer, Seller may close at the title company of Seller's choice. Title will pass when the sale is closed. Seller to deliver possession of the property and keys to Buyer no later than **(check one only):** ☒ Closing **OR** ☐ _____ m (time) of _____ (date) **but in no event prior to Closing as defined above. All parties agree to sign Closing documents at a time that facilitates this possession. Note: If possession is to be delivered on a day other than Closing, as defined above, parties should complete the appropriate rider.** Deed as directed by Buyer. Except for tenants lawfully in possession, Seller warrants that the property will be vacant and free of personal property (except as otherwise provided herein) and debris, at time of possession and delivered to Buyer in its same condition (together with any improvements or repairs required by this contract), ordinary wear and tear excepted, as it was on the date of this contract. Buyers should change locks and codes following possession. Buyer and Seller authorize title company and/or Closing agent to release to broker(s) signed copies of the Closing statements. **Note: Parties are cautioned to always call to confirm instructions before sending any funds via wire transfer.**

6. TITLE AND SURVEY.

Seller shall transfer title to Buyer by general warranty deed (or fiduciary deed, where applicable), subject to the following: a) zoning regulations; b) leases and occupancy of tenants existing on the date contract is executed by Buyer and disclosed to Buyer in writing before execution of contract by Buyer; c) general taxes payable in the current year and thereafter; d) any lien or encumbrance created by or assumed by Buyer in writing or any easement accepted by Buyer in writing; e) subdivision, use and other restrictions, rights of way and utility easements, all of record, which do not adversely affect the use of the property as it exists for residential purposes at the time of the contract.

Check applicable box (whether "Seller to Order, Provide and Purchase Title" or "Buyer to Order, Provide and Purchase Title").

- ☐ **Seller to Order, Provide and Purchase Title. Note: Any Seller paid title costs set forth below are in addition to any Seller paid costs in Paragraph 4.**
 Not later than _____ days (5 days if none stated) after the "Acceptance Deadline" date, Seller will order a commitment for title insurance to be provided to the Buyer for both an Owner's policy of title insurance and for a lender's policy of title insurance (if required by lender) in the latest ALTA form including mechanics lien coverage from the title company selected in paragraph 5. Seller and Buyer authorize and direct the title company to furnish this commitment to the selling and listing broker. Seller shall pay for the title insurance (including title premium and title service charges), at Closing, at a cost not to exceed \$ _____. Buyer to pay title cost exceeding this amount.

☒ **Buyer to Order, Provide and Purchase Title.**

Buyer may, at Buyer's option and expense, order a title examination and commitment to issue an Owner's and/or lender's policy of title insurance in the latest ALTA form including mechanics lien coverage from the title company specified in paragraph 5.

Note: This should be ordered promptly after contract acceptance in order to allow sufficient time to obtain and review documents, and, if necessary, object to defects that may be discovered.

Buyer may, at Buyer's option and expense, order a Boundary Survey and Improvement Location ("stake survey") or a Surveyor's Real Property Report (SRPR) of the property to determine if there are any defects, encroachments, overlaps, boundary line or acreage discrepancies, or other matters that would be disclosed on a survey.

Note: A "stake survey" is generally required in order to obtain full survey coverage in an Owner's policy of title insurance. A SRPR may or may not disclose all of the defects involving such matters as encroachments, overlaps, boundary line or acreage discrepancies.

If any defects are discovered as a result of the title examination, title commitment, or the survey, and if Buyer chooses to act on this contingency, Buyer shall within 20 days (25 days if none stated) after the "Acceptance Deadline" date, furnish a copy of the document evidencing the defect to Seller or listing broker stating, in writing, any title or survey defects that are 1) unacceptable to Buyer; 2) not listed above; and 3) adversely affect the use of the property as it exists for residential purposes at the time of the contract. Failure by Seller or listing broker to receive such objections to title or survey within such time will constitute a waiver by Buyer of any objections to the title so long as Buyer is able to obtain at Closing, an Owner's title insurance policy in the latest ALTA form including mechanics lien coverage. If Buyer does timely object to any title or survey defects, Seller has five (5) days from receipt of Buyer's notice of objection by Seller or listing broker, to agree in writing to correct the defects prior to Closing at Seller's expense. If Seller does not so agree, this contract is terminated unless Buyer, within two (2) additional days, agrees in writing to accept the title and survey "as is". If the contract is terminated in accordance with the provisions of this paragraph, Buyer's earnest money is to be returned, subject to paragraph 12 and Seller agrees to reimburse Buyer's cost to pay for title, survey, inspection(s) and appraisal. Seller shall be responsible for clearing any defects that arise between the date of the contract acceptance and Closing.

Note: Easements, subdivision indentures, and government regulations may affect Buyer's intended use of the property. Construction of improvements (for example: a room addition, fence or swimming pool), non-residential use of the property (for example: use of a room for a business), or the right to keep certain vehicles or animals on the property, all may be affected. Buyer is advised to review all easements, government regulations, and subdivision indentures before making an offer to purchase the property if he plans these or similar uses. If Buyer requires assistance in reviewing easements, surveys, indentures, or other matters affecting title or use of the property, Buyer should consult an attorney.

7. FRANCHISE DISCLOSURE.

Although one or more of the Brokers may be a member of a franchise, the franchisor is not responsible for the acts of said Broker(s).

8. ADJUSTMENTS AND CLOSING COSTS.

Adjustments, charges, and Closing costs are agreed to be paid by the parties (subject to Rider #2135fha or #2135va and current FHA and VA regulations) as follows:

Buyer shall pay for (where applicable):

- hazard insurance premium(s) and flood insurance premium, if required by lender;
- survey and title company charges (for example: Closing, recording, escrow, wire and closing protection letter fees) customarily paid by Buyer, subject to paragraph 8;
- any charges imposed by lender (for example: appraisal and credit report fees, loan discount points, loan origination fees, funding fees, and other loan expenses), unless specifically agreed to be paid by Seller;
- building, termite, and environmental inspections;
- the fair market value of any heating oil or propane gas in tank(s) on the property at Closing, based on supplier's current charges;
- real estate compensation to broker per separate written agreement;
- municipal occupancy permit; and
- agreed upon repairs.

Seller shall pay for (where applicable):

- existing loans on property (if not assumed by Buyer);
- any expenses of Buyer's loan agreed to in paragraph 4;
- title company charges (for example: Closing, release, escrow, wire and closing protection letter fees) customarily paid by Seller, subject to paragraph 8;
- special taxes and special assessments levied before Closing; and
- real estate compensation to broker per separate written agreement; Seller authorizes selling portion of commission to be paid directly to selling broker; and
- agreed upon repairs.

Buyer and Seller shall have prorated and adjusted between them on the basis of thirty (30) days to the month as of the date of Closing (Seller to pay for last day):

- current rents whether collected or not by Seller (Seller to receive rent for day of Closing); rents which are delinquent over thirty (30) days to be collected by Seller and not adjusted;
- general taxes (based on assessment and rate for current year, if both are available, otherwise based on previous year);
- district improvement assessments for current year; Buyer to pay thereafter;
- subdivision upkeep assessments and monthly condominium fee;
- interest (when Buyer assumes existing loan); and
- flat rate utility charges (including water, sewer, and trash).

9. LOSS.

Risk of loss to the improvements of the property shall be borne by the Seller until title is transferred. If any improvements covered by this contract are damaged or destroyed, Seller shall immediately notify Buyer or selling broker in writing of the damage or destruction, the amount of insurance proceeds payable, if any, and whether Seller intends to restore the property prior to Closing, to its condition at the time of the contract. In the event Seller restores the property to its prior condition before scheduled Closing, and provides Buyer with proof of the repairs, Buyer and Seller shall proceed with Closing. In the event the property is not to be restored to its prior condition by the Seller before Closing, Seller shall immediately provide Buyer or selling broker with a copy of any policies of insurance, the name and number of the agent for each of said policies, and written authorization (if needed) for Buyer to communicate with the insurer. Buyer may either a) proceed with Closing and be entitled to the amount of insurance proceeds relating to real property improvements, if any, payable to Seller under all policies insuring the improvements plus receive a credit from the Seller at Closing in an amount equal to the deductible not covered by insurance, or b) terminate the contract, thereby releasing all parties from liability hereunder. If all of the aforementioned insurance information is received by the Buyer or selling broker more than ten (10) days prior to the scheduled Closing date, Buyer is to give written notification to Seller or listing broker as to his election of (a) or (b) above within ten (10) days after the Buyer or selling broker's receipt of such information; and if not received by Buyer or selling broker more than ten (10) days prior to the scheduled Closing date, Buyer may, at Buyer's option and by written notice to Seller or listing broker, extend the Closing date up to ten (10) days, during which time Buyer may make his election as to (a) or (b) above. Failure by Buyer to notify Seller shall constitute an election to terminate the contract. If the contract is terminated in accordance with the provisions of this paragraph, Buyer's earnest money is to be returned, subject to paragraph 12. Seller agrees to reimburse Buyer's cost to pay for title, survey, inspection(s) and appraisal.

10. ASSIGNABILITY OF CONTRACT.

This contract is assignable by Buyer, but not without the written consent of Seller if: a) Seller is taking back a note and deed of trust as part of the purchase price, or b) Buyer is assuming the existing note. Assignment does not relieve the parties from their obligations under this contract.

11. MISCELLANEOUS PROVISIONS.

Time is of the essence in the performance of the obligations of the parties. All references to a specified time shall mean Central Time. This contract shall be binding on and for the benefit of the parties and their respective heirs, personal representatives, executors, administrators or assigns. This contract shall be considered a contract for the sale of real property and shall be construed in accordance with the laws of the State of Missouri. This contract constitutes the entire agreement between the parties hereto and there are no other understandings, written or oral, relating to the subject matter hereof. The contract may not be changed, modified or amended, in whole or in part, except in writing signed by all parties.

12. EARNEST MONEY.

Buyer and Seller agree that the earnest money received by the escrow agent in connection with this contract shall be deposited within ten (10) banking days after the "Acceptance Deadline" date. Additional earnest money, if applicable, is to be deposited by escrow agent within ten (10) banking days after receipt. Any earnest money received within ten (10) banking days prior to the scheduled Closing date, shall be in the form of a cashier's check or any other form acceptable to the escrow agent. If sale is closed, earnest money to apply to the purchase. If any earnest money is being returned to Buyer, Buyer agrees that any expenses for services requested by Buyer may be withheld by escrow agent and paid to the applicable service provider(s). In the event of a dispute over any earnest money held by the escrow agent, the escrow agent shall continue to hold said deposit in its escrow account until: 1) escrow agent has a written release from all parties consenting to its disposition; or 2) until a civil action is filed to determine its disposition (at which time payment may be made into court, and in such event, court costs and escrow agent's attorney fees will be paid from earnest money); or 3) until a final court judgment mandates its disposition; or 4) as may be required by applicable law. The parties specifically acknowledge and agree that whenever ownership of the earnest money or any other escrowed funds, received by a Missouri licensed real estate broker, is in dispute between the parties, said broker is required by Missouri Statute, Section 339.105.4 RSMo to report and deliver the monies to the State Treasurer within 365 days of the initial projected Closing date. Broker shall not report and deliver any such monies to the State Treasurer until at least sixty (60) days after the initial projected Closing date.

Note: An escrow agent who is not a licensed real estate broker is not bound by Missouri statutes and regulations which apply to earnest money deposits. If the escrow agent is not a licensed broker, the parties are urged to have the escrow agent agree in writing to be bound by the provisions of this contract before being named as the escrow agent.

13. REMEDIES.

If either party defaults in the performance of any obligation of this contract, the party claiming a default shall notify the other party in writing of the nature of the default and his election of remedy. The notifying party may, but is not required to, provide the defaulting party with a deadline for curing the default. If the default is by Buyer, Seller may either accept the earnest money as liquidated damages and release Buyer from the contract (in lieu of making any claim in court), or may pursue any remedy at law or in equity. If Seller accepts the earnest money, it shall be divided as follows: expenses of broker and Seller in this transaction will be reimbursed, and balance to go one-half to Seller, and one-half divided equally between listing broker and selling broker (if working as subagent of Seller) in lieu of commission on this contract. If the default is by Seller, Buyer may either release Seller from liability upon Seller's release of the earnest money and reimbursement to Buyer for all direct costs and expenses, as specified in Buyer's notice

Page 5 of 7

Note: The Seller's Disclosure Statement is not in any way incorporated into the terms of this contract.

311

Page 6 of 7

312 Buyer and Seller acknowledge that they have received and read the Missouri Real Estate Commission Broker Disclosure Form.

313 By signing below, the licensees confirm making disclosure of the brokerage relationship to the appropriate parties.

314 All Parties agree that this transaction can be conducted by electronic/digital signatures, according to the Uniform Electronic

315 Transaction Act as adopted by the state of Missouri.

| | | | |
|-----|---|---|---------------|
| 316 | _____ | MORE, REALTORS | _____ |
| 317 | Brokerage Firm Name Assisting Buyer | Brokerage Firm Name Assisting Seller | |
| 318 | Broker's Firm State License ID#: _____ | Broker's Firm State License ID#: _____ | 2000174929 |
| 319 | By (Signature): _____ | By (Signature): _____ | |
| 320 | Printed Name: _____ | Printed Name: _____ | Karen McNeill |
| 321 | Licensee State License ID#: _____ | Licensee State License ID#: _____ | 2017029505 |
| 322 | Date: _____ MLS ID: _____ | Date: _____ MLS ID: _____ | KMCNEILL |
| 323 | OFFER to be accepted by Seller by: 4p m of June 29, 2022 | | |

| | | | | |
|-----|---------------------------|---------------------------|------------------------|-------------|
| 324 | _____ | _____ | _____ | _____ |
| 325 | BUYER SIGNATURE | DATE | BUYER SIGNATURE | DATE |
| 326 | _____ | _____ | _____ | _____ |
| 327 | Buyer Printed Name | Buyer Printed Name | | |

328 **SELLER ACCEPTS THE TERMS SET FORTH IN THIS CONTRACT.**

| | | | | |
|-----|----------------------------|----------------------------|-------------------------|----------------------|
| 329 | _____ | _____ | _____ | _____ |
| 330 | SELLER SIGNATURE | TIME and DATE | SELLER SIGNATURE | TIME and DATE |
| 331 | _____ | _____ | _____ | _____ |
| 332 | Seller Printed Name | Seller Printed Name | | |

333 **OR** _____ **(initials) WE REJECT THIS OFFER AND MAKE A COUNTEROFFER.**

334 **(use Form #2164 Sale Contract Counteroffer Form).**

335 **OR** _____ **(initials) WE REJECT THIS OFFER.**

336 **Note: Unless otherwise agreed in writing, "Acceptance Deadline" is defined as the date for acceptance which was provided to**

337 **the last party whose signature resulted in a contract (even if that signature was obtained before the deadline).**

BUYER'S PREMIUM RIDER

SALE CONTRACT DATE: June 29, 2022 SALE CONTRACT #: 36876850

PROPERTY: 3029 Bluffwood Dr, St Charles, MO 63301

BY AND BETWEEN: _____, Buyer(s)
and the Seller(s) named in the above referenced sale contract.

The following terms are incorporated into the offer made by Buyer under contract referenced herein and shall take precedence over any conflicting terms in said offer.

1. **Buyer's Premium:** In addition to the purchase price that Buyer(s) and Seller(s) agree upon under the above referenced contract or in the counter-offers thereto, the Buyer(s) shall pay a buyer's premium equal to 3.0 % of the agreed to the aforementioned purchase price. The parties hereto agree that the Buyer's Premium shall be included in the final total purchase price for the Property.
2. **Computation of Final Purchase Price:** Pursuant to paragraph 1, the Final Purchase price under this agreement shall be computed by adding the buyer's premium, as computed above, to the purchase price agreed to by the buyer and seller in the contract referenced above to arrive at the Final Purchase Price.
3. **Execution of Amendment to Contract:** The Buyer(s) shall, within one (1) business day of receiving it from the Listing Agent, execute a contract amendment in the form shown on Exhibit A attached hereto for the sole purpose of:
 1. Changing the purchase price in the above referenced contract to the Final Purchase price as described above and computed as described;
 2. Removing this Buyer's Premium Rider from the above referenced contract as it will no longer apply but instead be replaced with the amendment.
4. **Self-Liquidating Rider:** As stated in #3 above, upon execution of the aforementioned contract amendment by Buyer(s) and Seller(s), this rider shall immediately become void and of no effect as it will have been replaced by said Sale Contract Amendment; provided, however, that the amount of the Buyer's Premium, as stated in this Rider, may be used for calculation purposes at closing and may be itemized separately from the agreed-to purchase price on the settlement statement or other closing documents.

BUYER SIGNATURE _____ DATE _____

SELLER SIGNATURE _____ DATE _____

BUYER Printed Name _____

Rick Essert
SELLER Printed Name _____

BUYER SIGNATURE _____ DATE _____

SELLER SIGNATURE _____ DATE _____

BUYER Printed Name _____

SELLER Printed Name _____

Form # 2089

01/20

AMENDMENT TO SALE CONTRACT

- 1 SALE CONTRACT DATE: _____
- 2 PROPERTY: _____
- 3 BY AND BETWEEN: _____, Buyer(s)
- 4 and the undersigned Seller(s).
- 5 Buyer and Seller agree to amend the Sale Contract only as to those matters checked below:
- 6 ☐ New Closing date: _____
- 7 ☐ New Possession date (check one): ☐ Closing or ☐ _____ m (time) of _____ (date)
- 8 ☐ New Loan Contingency date: _____
- 9 ☒ New Purchase price: \$ Final Purchase Price as computed per section 2 of Buyer's Premium Rider.
- 10 ☐ New Loan Amount: _____ % of the purchase price, or \$ _____
- 11 ☐ New Interest Rate not to exceed: _____ %
- 12 ☐ New Amortization term: _____ years
- 13 ☐ New Loan type: _____ (If FHA/VA, attach form #2135fha or #2135va)
- 14 ☐ Seller agrees to pay, at Closing, a cost not to exceed _____ % of purchase price or \$ _____
- 15 (\$0 if none stated) towards Buyer's closing costs, prepaids, points and other fees allowed by lender.
- 16 ☐ New contingency deadline date: _____ Describe contingency: _____
- 17 _____
- 18 ☐ Paragraph# _____, Line# _____ or Rider# _____ is changed as follows: _____
- 19 _____
- 20 ☐ Paragraph# _____, Line# _____ or Rider# _____ is changed as follows: _____
- 21 _____
- 22 ☒ Uncheck box on line 98 (if Residential Sales contract, line 255 if Special Sales contract) removing
- 23 "Buyer's Premium Rider" from contract.
- 24 _____
- 25 _____
- 26 _____
- 27 BUYER SIGNATURE _____ DATE _____ SELLER SIGNATURE _____ DATE _____
- 28 _____
- 29 Buyer Printed Name _____ Seller Printed Name _____
- 30 _____
- 31 BUYER SIGNATURE _____ DATE _____ SELLER SIGNATURE _____ DATE _____
- 32 _____
- 33 Buyer Printed Name _____ Seller Printed Name _____

Form # 2184 01/20

SPECIAL SALE INSPECTION RIDER

Note: This rider should be used when a Special Sale Contract is used, but Buyer retains the right to inspection(s). Language in any seller addendum may supersede language found in this Rider and in the Special Sale Contract.

SALE CONTRACT DATE: June 29, 2022

PROPERTY: 3029 Bluffwood Dr, St Charles, MO 63301

BY AND BETWEEN: _____, Buyer(s) and the undersigned Seller(s).

Seller will arrange, at seller's expense for the following utilities to be turned on during the inspection period (as defined below):

gas, electric and water (none, if left blank).

Seller grants Buyer and Selling Broker the right to have all other utilities turned on or transferred, at Buyer's expense, to facilitate the inspection(s).

Within 10 days (10 days if none stated) after the "Acceptance Deadline" date (the "Inspection Period"), Buyer may purchase one or more written home inspection report(s) from any independent qualified inspector(s) of the Property and improvements as deemed necessary by Buyer, including, but not limited to, environmental hazards; termite and wood-destroying insect infestation and damage; plumbing, including water, well, sewer, septic and waste-water treatment systems; roof and other structural improvements; heating and air conditioning systems and equipment; electrical systems and equipment; swimming pools and equipment; chimneys, flues and gas lines/fuel runs; basement leaks and exterior drainage; and mechanical equipment, including appliances. **Discovery of an unsafe condition(s) may result in immediate shut off of one or more appliances or utilities.** Buyer's Inspection Period will end upon the delivery of the Inspection Notice described below or the time period stated above, whichever occurs first. Failure by Buyer to purchase and perform an inspection within the time period stated above shall constitute a waiver and acceptance of any conditions an inspection would have disclosed. **Buyer should contact law enforcement officials for information pertaining to whether registered sex offenders or other convicted criminals reside in the area.**

Within the Inspection Period, Buyer shall furnish a written Inspection Notice to Seller or Listing Broker stating one of the following:

- (1) Buyer is satisfied with the inspections. Delivery of inspection reports to Seller or Listing Broker is not required. If Seller or Listing Broker has not received the written Inspection Notice by the end of the Inspection Period, Buyer shall be deemed to be satisfied with the results of any inspections.
- (2) Buyer is terminating the contract, with earnest money to be returned to Buyer, subject to paragraph 12. In this case, Buyer shall have purchased one or more home inspection report(s) from an independent qualified inspector(s), as provided for above, which together cover the substantial structural elements and systems of the Property. Buyer shall provide such report(s) to Seller or Listing Broker, if requested by Seller.
- (3) Buyer is willing to close upon satisfaction of the requirements set forth in the Inspection Notice which must be accompanied by a complete copy of the written inspection report(s), purchased by Buyer. The parties have a total of 10 days (10 days if none stated) after date of Seller or Listing Broker's receipt of the Inspection Notice (the "Resolution Period") to reach a written agreement as to the requirements set forth in the Inspection Notice, or as to an agreed upon monetary adjustment, or the contract is terminated, and earnest money deposit to be returned to Buyer, subject to paragraph 12. During the Resolution Period, either a written commitment by Seller to meet the requirements originally submitted by Buyer in the Inspection Notice, or a written commitment by Buyer to accept the Property without such requirements, shall constitute an "agreement" for purposes of this paragraph even after earlier negotiation failed to produce an agreement.

Buyer acknowledges: 1) that Listing Broker and Selling Broker do not have expertise in determining any defects that may be disclosed by any inspections; 2) that Buyer will not rely upon Listing Broker or Selling Broker in any way as to the selection of a particular company for any inspections, warranties, and services; 3) that any inspections, warranties, and services may be available from more than one company and that the determination to select a particular company and the completeness and satisfaction of any said inspection, warranty or service is the sole responsibility of Buyer; 4) that when choosing an inspector, warranty, service company, title company, lender, repair company, or any other service provider, Buyer should consider, but not be limited by, the existence of errors and omissions insurance, liability insurance, business and professional licensure, membership in professional associations and years of experience; 5) that there have been no warranties, express or implied, by Seller or real estate brokers.

Seller grants Buyer, Selling Broker, and any inspector whose report prompted a request for repairs, the right to enter and walk-through the Property, and the right to have the utilities transferred to Buyer, within four (4) days prior to Closing. The purpose of the walk-through is only for the Buyer to confirm that the Property is in the same condition, ordinary wear and tear excepted, as it was on the date of this contract, and that repairs are completed in workmanlike manner.

BUYER SIGNATURE DATE

Buyer Printed Name

BUYER SIGNATURE DATE

Buyer Printed Name

SELLER SIGNATURE DATE

Rick Essert

Seller Printed Name

SELLER SIGNATURE DATE

Seller Printed Name