

## RESIDENTIAL CONSTRUCTION SALE CONTRACT

1. **Parties.** This Contract is made by and between: \_\_\_\_\_, as SELLER, and \_\_\_\_\_, as BUYER, whether one or more. The "**Effective Date**" shall be the date of final acceptance by the last party to sign this agreement and or addendum attached hereto.
2. **Real Estate.** In consideration of the mutual promises and covenants herein contained, and subject to the conditions herein set forth, Seller hereby sells and Buyer hereby purchases the following described real estate (the "**Premises**"), upon which there is to be constructed or completed a dwelling unit (the "**Home**"):

SUBDIVISION: \_\_\_\_\_ PLAT NO: \_\_\_\_\_ LOT NO: \_\_\_\_\_ BLOCK NO: \_\_\_\_\_ COUNTY: \_\_\_\_\_

STREET ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

3. **Purchase Price** \$ \_\_\_\_\_
- a. **Earnest Money** in the form of  Check  Cash, the receipt of which is hereby acknowledged, in the amount of \$ \_\_\_\_\_ to be deposited upon acceptance of this Contract with:
- \_\_\_\_\_
- \_\_\_\_\_, Listing Broker
- \_\_\_\_\_, Other Escrow Agent
- Seller (**Funds held by Seller will NOT be held subject to the terms of Paragraph 29**).
- b. **Earnest Money Transferred/Assigned** to \_\_\_\_\_ from Lot Sale Contract or Lot Reservation Agreement dated \_\_\_\_\_, \_\_\_\_\_ in the amount of \$ \_\_\_\_\_
- c. **Additional Earnest Deposit** is to be received on or before \_\_\_\_\_, and Deposited within ten (10) days of receipt with \_\_\_\_\_ in the amount of \$ \_\_\_\_\_
- d. **Additional Non-Refundable Deposit** to be paid directly to Seller on or before \_\_\_\_\_, \_\_\_\_\_ in the amount of \$ \_\_\_\_\_
- e. **Other Deposits** as Defined in Attached Addendum: \$ \_\_\_\_\_
- f. **Balance to be Financed**  
(not including financed mortgage insurance premiums, or Closing costs, if any) \$ \_\_\_\_\_  
Type of loan:
- Conventional
- FHA (loan amount does Not include MIP)
- VA (loan amount does Not include Funding Fee)
- Rural Development (loan amount does Not include Guarantee Fee)
- \_\_\_\_\_
- g. **Approximate Amount Due From Buyer** at time of Closing, excluding adjustments, prorations, primary and additional financing as set forth in attached financing addendum Closing costs, and/or pre-paid expense, if any, said amount to be in the form of Cash, Certified or Cashier's Check on the Closing Date: \$ \_\_\_\_\_

4. **Financing.** If money is being borrowed, then this contract is conditioned upon BUYERS obtaining a firm commitment for a new purchase money mortgage:

in the principal amount of no more than \$ \_\_\_\_\_ :

by, on or before \_\_\_\_\_ (date)  
 at an initial rate not to exceed \_\_\_\_\_ %  
 points not to exceed \_\_\_\_\_ points  
 for a term of \_\_\_\_\_ years.

Buyer shall act diligently and in good faith to obtain a mortgage loan as set out in this Contract and shall make loan application within five (5) business days. BUYER may, at BUYER'S option, accept a firm loan commitment for less than the above-stated amount, and agrees to comply with all requirements of the commitment. BUYER shall furnish SELLER with a copy of the commitment promptly after BUYER receives it.

If BUYER fails to obtain such a commitment on or before the date set forth in this Contract; then, unless the parties agree to extend such date or BUYER delivers to SELLER a written waiver of this condition, this Contract shall be automatically cancelled as of such date and both parties will immediately execute a mutual cancellation agreement and shall thereafter be released and discharged from all liability under this Contract except as specifically set forth herein.

5. **Closing, Possession and Disbursement of Proceeds.** The "Closing Date" means the later of (i) \_\_\_\_\_, 20\_\_\_\_; or (ii) \_\_\_\_\_ days (180 days if left blank) after satisfaction or waiver of all financing or other contingencies hereunder, or such earlier date after issuance of a certificate of occupancy or temporary certificate of occupancy as may be acceptable to both parties. "Closing" refers to the settlement of the transaction where the purchase price is paid to Seller, prorations are made and the deed is delivered to Buyer. Seller shall deliver possession and provide keys to Buyer immediately following payment of the purchase price to Seller and recording of the deed by Buyer. Buyer shall not occupy the Home or place property in or on the Premises prior to recording of the deed without the prior written consent of Seller.
6. **Addenda.** This Contract, together with the Addenda listed below and attached hereto, constitute the entire agreement between the parties hereto and supersedes all prior agreements, if any, oral or written, between the parties hereto, with regard to the subject Premises described above.

**Addenda/Contingencies.** The following Addenda are attached or have been provided to Buyer and are a part of this Contract (Check All Applicable Addenda):

- |   |  |
|---|--|
| <input type="checkbox"/> Plans and Specifications and/or exhibits | <input type="checkbox"/> Conventional Financing Addendum       |
| <input type="checkbox"/> Covenants/Restrictions                   | <input type="checkbox"/> Government Financing Addendum         |
| <input type="checkbox"/> Homeowners' Association Declarations     | <input type="checkbox"/> Legal Description/Disclosure Addendum |
| <input type="checkbox"/> Contingency for Sale of Buyer's Property | <input type="checkbox"/> Agency Disclosure Addendum            |
| <input type="checkbox"/> Other: _____                             | <input type="checkbox"/> Kansas Energy Efficiency Disclosure   |
| _____   | <input type="checkbox"/> Special Assessment Addendum           |

7. **Commencement or Continuation of Construction.** Seller shall not be required to commence or, if already commenced, continue on site construction of the Home until Buyer has satisfied or Buyer and Seller have mutually agreed to waive the Financing Conditions and the Contingency for the Sale of Buyer's Property, if any, checked above. PROVIDED, IF BUYER DESIRES CONSTRUCTION ON THE HOME TO COMMENCE OR, IF ALREADY COMMENCED, CONTINUED CONSTRUCTION PRIOR TO SATISFACTION OR WAIVER OF THE FINANCING CONDITION OR CONTINGENCY FOR THE SALE OF BUYER'S PROPERTY, IF ANY, THEN BY SIGNING THIS PARAGRAPH, BUYER AGREES THAT ALL EARNEST MONEY SHALL BE NON-REFUNDABLE, UNLESS PROHIBITED BY LAW, EVEN IF BUYER IS UNABLE TO OBTAIN THE LOAN DESCRIBED IN THE ATTACHED ADDENDUM OR UNABLE TO SELL BUYER'S EXISTING PROPERTY AS SPECIFIED IN THIS CONTRACT OR ATTACHED ADDENDUM, IF SELLER HAS PERFORMED UNDER THE TERMS AND CONDITIONS OF THIS CONTRACT.

\_\_\_\_\_  
 Company Name (Applies to this paragraph only)

\_\_\_\_\_  
 Owner/Officer/Partner (Applies to this paragraph only)

\_\_\_\_\_  
 Signature of Buyer #1 (Applies to this paragraph only)

\_\_\_\_\_  
 Signature of Buyer #2 (Applies to this paragraph only)

8. **Construction of Home.** Seller shall complete construction of the Home as indicated below. (Check applicable paragraph)
- The plans, specifications and drawings prepared by \_\_\_\_\_, number \_\_\_\_\_, last dated \_\_\_\_\_, which have been initialed by Seller and Buyer on each page thereof; or
  - Substantially the same specifications, standards and materials as for the model or existing residence located at \_\_\_\_\_ (excluding wallpaper, window treatments, decorative features and furnishings) except as modified in separate specification and allowance addendum.
  - Plans and drawings are not applicable (as Buyer is purchasing an existing or completed Home)

**The above referenced clause and specifications shall include, but not be limited to, all specification and allowance sheets which have been initialed by Seller and Buyer on each page thereof and all additions, substitutions plus revisions thereto which may be approved by both parties hereto as provided in this Contract.**

9. Agency Disclosure. (Applicable sections must be checked): Seller and Buyer acknowledge receiving the "**Real Estate Brokerage Relationships**" brochure prior to their execution of this Contract. Seller and Buyer acknowledge that the real estate licensees involved in this transaction may be functioning as Seller's agents, Buyer's agents, Designated Agents, or as Transaction Brokers. Pursuant to the following disclosure:

(Listing Company) \_\_\_\_\_ (Name of Licensee) \_\_\_\_\_  
 is functioning as     Seller's Agent                       Designated Seller's Agent                       Transaction Broker

(Selling Company) \_\_\_\_\_ (Name of Licensee) \_\_\_\_\_  
 is functioning as     Seller's Agent                       Designated Seller's Agent                       Seller's Sub Agent  
                                   Transaction Broker                       Designated Buyer's Agent                       Buyer's Agent

**Types of Brokerage Relationships:** A real estate licensee may work with a buyer or seller as a seller's agent, buyer's agent or transaction broker. The disclosure of the brokerage relationship between all licensees involved and the seller and buyer must be included in any contract for sale and in any lot reservation agreement.

**Seller's Agent:** The seller's agent represents the seller only, so the buyer may be either unrepresented or represented by another agent. In order to function as a seller's agent, the broker must enter into a written agreement to represent the seller. Under a seller agency agreement, all licensees at the brokerage are seller's agents unless a designated agent is named in the agreement. If a designated agent is named, only the designated agent has the duties of a seller's agent and the supervising broker of the designated agent functions as a transaction broker.

**Buyer's Agent:** The buyer's agent represents the buyer only, so the seller may be either unrepresented or represented by another agent. In order to function as a buyer's agent, the broker must enter into a written agreement to represent the buyer. Under a buyer agency agreement, all licensees at the brokerage are buyer's agents unless a designated agent is named in the agreement. If a designated agent is named, only the designated agent has the duties of a buyer's agent and the supervising broker of the designated agent functions as a transaction broker.

**A Transaction Broker** is not an agent for either party and does not advocate the interests of either party. A transaction brokerage agreement can be written or verbal.

10. **Definitions.** The term "**Escrow Agent**" shall mean the escrow Closing agent selected by the parties, Buyer's lender or Broker. The term "**Non-Refundable**" when used in connection with a payment made or to be made by Buyer, unless otherwise expressly stated herein, shall mean that Buyer shall not be entitled to return of the payment under any circumstances, except if Seller fails to materially perform under the terms of this Contract.
11. **Deed.** Seller shall convey the Premises to Buyer by general warranty deed, free and clear of all liens and encumbrances, except as herein provided and as otherwise approved by Buyer. Purchase of the Premises is subject to any covenants, restrictions, declarations, zoning laws, easements, rights-of-way, building set-back lines, special assessments, community contracts, taxes and assessments due in the future, and other items referred to in this Contract or of record, not inconsistent with residential use. Buyer shall be responsible for the payment of all recording fees including any mortgage registration tax.
12. **Title Insurance.** Seller shall furnish Buyer marketable title, subject to liens, encumbrances, exceptions or qualifications specified in this Contract and those which shall be discharged by Seller at or before Closing. Seller agrees to provide Buyer or Buyer's

representative with Title Insurance. Seller shall furnish Buyer, before Closing, a commitment for an owner's title insurance policy in the amount of the purchase price, insuring Buyer's title subject only to liens, encumbrances, exceptions, or qualifications set forth in this Contract, and those which shall be discharged by Seller at or before Closing. Buyer shall have five (5) days after receipt, to examine the title insurance commitment and to notify Seller in writing of any requirements to make the title marketable. Seller shall have until Closing to cause the title to be made marketable. If defects precluding marketability are not removed by Closing, Buyer may either accept title or cancel this Contract and obtain an immediate refund of Buyer's Earnest Money. Seller shall diligently attempt, before Closing, to correct any defects to marketability of which Buyer has notified Seller in writing. In case of dispute between the parties as to marketability of the title, the Title Standards adopted from time to time by the Bar Association of the State of Kansas, and the Kansas Marketable Title Act, as amended, shall control. The expense for the title commitment and owner's policy of title insurance described herein shall be paid \_\_\_\_\_% by Seller and \_\_\_\_\_% by Buyer (if blank, Seller and Buyer shall each pay one-half of the cost).

13. **Declarations.** Buyer acknowledges and agrees that title to the Premises may be subject to certain declarations and restrictions of a Homeowners' Association or developer (the "**Declarations and Restrictions**"), which may provide that the right to make the final decisions on the placement of the Home on the Premises, approval of exterior paint/stucco colors of the Home, and use of certain building and roofing materials and other matters affecting construction may be reserved to the Homeowners' Association, Architectural Committee, and/or developer. Such Declarations and Restrictions shall not be a basis for objections to title.
14. **Prorations and Closing Costs.** The parties agree that all of the following (which become due and accrue during the calendar year in which Seller's deed is delivered) shall be prorated between the parties as of the Closing Date, and assumed and paid by Buyer thereafter (to the extent permitted by applicable law): interest on existing loans to be assumed by Buyer, all general and special real estate taxes and assessments, homeowners' association dues and fees, and any other contractual obligations of Seller to be assumed by Buyer. Escrow fees and Closing costs, if any, for this transaction shall be paid by Buyer. If the amount of any item to be prorated for the current year cannot be ascertained from the public record, the amount of the item for the preceding year will be used for the current year's amount. If the Premises has been reappraised within the preceding year and the actual taxes based on the new value are not available, they will agree to a reasonable estimation of the current year's taxes based on the information available on the Closing Date.
15. **Special Assessments.** Buyer acknowledges and agrees that the Premises may be subject to various special assessments for utility or sewer improvements, sidewalks, streets, and other city, county and other public improvements, including special benefit district improvements. Seller and Buyer agree that they each have equal and similar access and opportunity to review all public records in relation to said special assessments. To the extent that Seller has actual knowledge of any special assessments affecting the Premises, Seller shall attach to this Contract a special assessment addendum. Buyer hereby releases Seller and waives any further disclosure obligations on the part of Seller with respect to special assessments or benefit improvement districts.
16. **Reassessment/Classification.** Buyer understands that the amount of taxes on the Premises may change as a result of changes in assessment or classification, and the parties agree that neither Seller nor the Broker, Escrow Agent, Closing Agent, or Buyer's lender shall be responsible for any adjustment or payment of the taxes to either Seller or Buyer as a result of any such reassessment or reclassification.
17. **Survey.** Buyer may (shall if required by lender), at Buyer's expense, obtain a survey of the Premises before the Closing to assure that there are no material encroachments, overlaps, boundary line or acreage disputes, or other such matters, that would be disclosed by a complete and accurate survey. The parties agree that the results of such survey may be the basis for a timely objection to the title to the Premises. Buyer acknowledges that the mortgage inspection report typically required by a lending institution is not a complete survey or what is commonly referred to as a "stake" survey.
18. **Termite Inspection.** If Buyer's lender requires a termite inspection report, Buyer shall be solely responsible for arranging and paying for said inspection and for delivery of the report to Buyer's lender prior to Closing, unless Buyer is prohibited by law to pay such expense, in which event the reasonable cost thereof shall be paid by Seller. The inspection will be performed by a licensed exterminator to determine whether there is any evidence of active infestation. Should evidence of active infestation be found, Buyer shall notify Seller within **three (3)** days after inspection. The notification shall contain an estimate of the costs of any treatment and/or repairs required to remedy such infestation and/or damage, which costs shall be paid by \_\_\_\_\_. Buyer may request the use of a particular chemical application, and Buyer shall pay any additional costs for such application. If Seller chooses not to remedy infestation and/or damage, Buyer shall have the right to cancel this contract and have Buyer's Earnest Money refunded, or Buyer may elect to Close without having such infestation and/or damage remedied. Any notice of cancellation shall be given by Buyer to Seller, or the listing licensee, within **five (5)** days following Seller's notice to Buyer that Seller will not remedy such infestation and/or damage. In the event that Buyer's lender shall specify particular treatment methods

for the protection of new construction (e.g., chemical soil treatment, pressure treated wood, naturally resistant wood, physical barriers, metal or plastic termite shields, bait system, etc.), and the Premises does not satisfy the lender's requirements, then the cost of any such application/treatment method shall be at the Buyer's expense.

19. **Delays, Extension of Closing.** If completion of construction is delayed due to weather, strikes, acts of God, Buyer delays, unavoidable casualties, labor disputes, fire, transportation, material delivery or unavailability, or other causes beyond the Contractor's control or other conditions over which Seller has no control, regardless of any other provision of this Contract, Closing and possession shall be extended for that period of time caused by any such delay in construction. Upon request, Seller shall provide written notice to Buyer identifying length of time and cause of delay. With notice, Buyer assumes responsibility of notifying lender of any such delay. Normal scheduling of sub-contractors and employees is a responsibility of Seller.
20. **Plans and Change Orders.** It is agreed and understood that any changes and/or alterations of plans, after start of construction, must be agreed upon through written change orders signed by Buyer and Seller, and, if required by Seller, shall be paid for by Buyer at time of request and such payment shall be Non-Refundable.
21. **Allowances: Adjustments/Overages.** It is understood and agreed that in the event Buyer exceeds Seller's allowances, the overage shall be paid directly to Seller or supplier at the time of selection by Buyer and shall be Non-Refundable. In the event that Buyer's selections are less than Seller's allowances, Buyer may apply the difference to another allowance or receive credit at Closing, if permitted by Buyer's lender. It is understood by Buyer that any landscaping allowance may not be credited to another allowance, and that landscaping must be installed if part of the Specifications. Available allowances are as shown on the attached Plans and Specifications.
22. **Contractor's Employees.** Seller shall be responsible for the acts and omissions of all of its employees and all subcontractors, their agents and employees and all other persons performing any work under a contract with Seller, but only to the extent that such acts and omissions are within the scope of the construction of the Home. Buyer shall not communicate directly with Seller's employees or subcontractors, and all communications with respect to construction of the Home shall be made by Buyer to and through Seller.
23. **Placement of Improvements.** After consultation with Buyer, Seller reserves the right to make the final decision of placement of the Home on the Premises, elevation at grade, the height of the driveway, and the number of steps to the Home and garage entries and from the driveway to the front stoop.
24. **Materials.** Materials selected by Buyer for the Home (including allowance items) must be obtained from Seller's existing supplier(s), be available for immediate installation, and be installed by Seller, or his employees, agents, contractors or subcontractors. Any deviations must be mutually approved by Buyer and Seller through written change orders. Buyer will make selections, in writing on Seller's form, of any optional color, style or material offered by Seller and at the time and place designated by Seller. If Buyer fails to make all required selections within ten (10) days after Seller's request therefore, Seller may make selections consistent with the plans and specifications.
25. **Radon.** Every Buyer of residential real property is notified that the property may present exposure to dangerous concentrations of indoor radon gas that may place occupants at risk of developing radon-induced lung cancer. Radon, a class-A human carcinogen, is the leading cause of lung cancer in non-smokers and the second leading cause overall. Kansas law requires Sellers to disclose any information known to the Seller that shows elevated concentrations of radon gas in residential real property. The Kansas department of health and environment recommends all home-buyers have an indoor radon test performed prior to purchasing or taking occupancy of residential real property. All testing for radon should be conducted by a radon measurement technician. Elevated radon concentrations can be easily reduced by a radon mitigation technician. For additional information go to [www.kansasradonprogram.org](http://www.kansasradonprogram.org).

Seller, developer and/or broker(s), their agents and employees make no representation or warranty as to the presence or lack of radon, or as to the effect of radon or any such condition on the Premises or occupants. Buyer may, at Buyer's expense, conduct an inspection to determine the presence of radon gas on the Premises. ANY REMEDIATION OF RADON REQUIRED SHALL BE AT \_\_\_\_\_ SOLE EXPENSE.

26. **Escrow of Incomplete Items.** Any incomplete items (excluding any warranty, orientation tour items or remedial items) required by Buyer's lender to be completed prior to Closing shall be listed along with their respective costs, as determined by Seller, and deducted from Seller's proceeds and held in escrow (along with any other amounts required to be held in escrow in excess of the allowance). Escrow funds for each completed item listed shall be released to Seller in accordance with the term of the escrow

agreement. Buyer and Seller agree to execute an escrow agreement at Closing in a form satisfactory to Seller, Buyer, Lender and the Escrow Agent. In the event an escrow is required as a result of Buyer's request for delay in the installation of landscaping, sod, sprinkler system, fencing or other exterior amenities, Buyer agrees that any amounts required to be held in escrow in excess of the allowances provided in this Contract shall be deposited by Buyer, and that any inspection or re-inspection fees for said items shall be paid by Buyer. In the event an escrow is required as a result of Seller's request for delay, any inspection or re-inspection fees shall be paid by Seller.

27. **Insurance and Casualty Loss.** Seller shall maintain builder's risk property insurance respecting the Premises through the Closing Date in an amount equal to the full insurable value thereof, and shall maintain liability insurance and such other insurance coverages (including worker's compensation coverage) as Seller may deem necessary or appropriate or as may be required by law, subject to such deductible amounts as Seller shall determine reasonable. If Buyer directly engages another contractor or a subcontractor to perform additional work on the Premises (which shall always require Seller's consent), Buyer shall cause such other party to provide Seller with written evidence of satisfactory worker's compensation and liability insurance coverage prior to such other party performing work on the Premises. In the event of damage or destruction to the Premises prior to Closing, this Contract shall remain in full force and effect and Seller shall proceed to reconstruct, repair and complete the Home as soon as reasonably possible and the Closing Date shall be delayed accordingly provided repairs shall not extend the Closing Date more than sixty (60) days. If Closing is extended more than sixty (60) days, Buyer may terminate this Contract and all Earnest Money and monies paid directly to Seller shall be returned to Buyer, except as otherwise provided in this Contract, and this Contract shall be null and void. Notwithstanding the foregoing, if the damage or destruction is due to any act or omission of Buyer or Buyer's other contractors, Buyer shall have no right to terminate this Contract, but Seller shall have the right to terminate this Contract, in which event Seller shall also be entitled to retain the Earnest Money and all deposits previously paid to Seller.
28. **Utilities.** Seller agrees to leave on any utilities which have been turned on until the Closing Date, unless otherwise specifically stated in this Contract, and Buyer shall assume responsibility for all such utilities following the Closing Date.
29. **Earnest Monies and Additional Deposits.** Upon acceptance of this Contract, unless otherwise agreed, the Earnest Money shall be deposited within five (5) business days of the Effective Date, in an insured escrow account maintained by Listing Broker or Escrow Agent. Any additional deposits shall be deposited within five (5) business days of receipt by Listing Broker or Escrow Agent. Buyer and Seller agree that the party entitled to receive the Earnest Money shall also be entitled to any interest earned thereon. If this Contract is canceled by the parties or if the Earnest Money is to be forfeited or refunded, the parties agree that the amount to be distributed shall first be reduced by any unpaid charges for credit reports, appraisals, surveys, termite, mechanical and other inspections, and title investigation fees, if any, incurred by Listing Broker or Escrow Agent on behalf of the party receiving the Earnest Money. Notwithstanding any other terms of this Contract providing for the forfeiture or refund of Earnest Money, the parties understand that neither the Listing Broker nor the Escrow Agent will distribute the Earnest Money without the written consent of all parties to this Contract unless permitted to do so by applicable state laws. If Buyer and Seller are unable to agree in writing upon the disposition of the Earnest Money or any other funds, Listing Broker or Escrow Agent may commence an interpleader or similar proceeding, and Buyer and Seller authorize Listing Broker or Escrow Agent to pay all funds to the Clerk of the District Court (in the county where the Premises is located) for disposition as the Court may direct. Buyer and Seller agree that Listing Broker or Escrow Agent shall be entitled to reimbursement of its costs incurred in connection with the interpleader or similar proceeding including without limitation, reasonable attorneys' fees and expenses. Buyer and Seller agree that, in the absence of a dispute or written consent to distribution, the failure by either to respond in writing to a certified letter from Listing Broker or Escrow Agent within seven (7) days of receipt thereof, or failure to make written demand for return or forfeiture of the Earnest Money within thirty (30) days of notice of cancellation of this Contract, shall constitute consent to distribution of the Earnest Money as suggested in such certified letter. Buyer acknowledges and agrees that Broker will retain in its trust account that portion of the Earnest Money deposit which may be payable to Broker upon the Closing of this transaction. Any Earnest Money in excess of the amounts due to Broker will be forwarded by Broker to the Closing agent prior to Closing. The time periods described in this paragraph may be extended by mutual consent signed by all of the parties hereto, or as may be required by applicable state law.
30. **Funds Deposited with Seller.** Buyer acknowledges that Broker shall have no responsibility or liability to Buyer for any funds or deposits made by Buyer to anyone other than Broker, including, without limitation, any payments made directly to Seller.
31. **Representations.** It is acknowledged that Broker and any Escrow Agent, are acting agents only and are not responsible to either party for the performance of any term or condition of this Contract or for damages for non-performance thereof. Buyer acknowledges that the display homes, including, without limitation, the furnishings, appliances, finish, landscaping and other items therein are for display purposes only and are not included in this Contract, unless expressly provided to the contrary. The developer of the subdivision in which the Premises is located is not a party to this Contract and shall not be responsible or liable

for the performance or non-performance hereof. The rule of law that a document is to be construed against the drafting party shall have no application to the interpretation of this Contract, and the language in all parts of this Contract shall be construed in accordance with its fair meaning and not strictly for or against any of the parties hereto.

32. **Assignment, Consent, Amendment, Interpretation.** This Contract may not be assigned by either Seller or Buyer without the prior written consent of the other. Whenever this Contract requires the consent of the other party hereto, such other party agrees not to unreasonably withhold or delay such consent, except with regard to Buyer's assignment of this Contract, which shall be in Seller's sole discretion. If Buyer consists of more than one person (i) each Buyer shall have the authority to act for and bind all Buyers with respect to any additions, amendments, substitutions, revisions and change orders, and (ii) the duties, liabilities and obligations of Buyer hereunder shall be joint and several with each Buyer undertaking full responsibility for compliance with the terms and provisions of this Contract. Wherever used, singular shall include the plural, plural the singular, and use of any gender shall include all genders. This Contract shall be binding on and inure to the benefit of the parties hereto, and their respective heirs, legal representatives, successors and permitted assigns. This Contract shall be constructed, governed and enforced pursuant to the laws of the State of Kansas. The rule of law that a document is to be construed against the drafting party shall have no application to the interpretation of this Contract, as the parties acknowledge that this Contract is a result of negotiations between the parties and the consultation with counsel. Except as expressly provided herein to the contrary, this Contract may not be amended, supplemented or terminated, in whole or in part, except by written instrument signed by both parties. All rights privileges and remedies afforded the parties by this Contract shall be deemed cumulative and the exercise of one of such remedies shall not be deemed to be a waiver of any other right, remedy or privilege provided for herein. If any provisions of this Contract or the application thereof to any party or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Contract shall not be affected thereby and each provision of this Contract shall be valid and enforceable to the fullest extent permitted by law.
33. **Notices.** Any notice or other communication required or permitted hereunder may be delivered in person, by certified mail or by facsimile to the address set forth in this Contract or such other address as shall be furnished in writing by any such party. Such notice or communication shall be deemed to have been given as of the date and time so delivered in person, or received by certified mail or by facsimile. Delivery to or receipt by the individual salesperson named in this Contract and representing a party's real estate brokerage agency shall constitute receipt by the party.
34. **Defaults and Remedies.** Seller or Buyer shall be in default under this Contract, if either fails to materially comply with any covenant, agreement, or obligation within the time limits required by this Contract. Following a default by either Seller or Buyer under this Contract, the other party shall have the following remedies, subject to the provisions of paragraph 28 of this Contract:
- a. If Seller defaults, Buyer may either (i) specifically enforce this Contract; or (ii) terminate this Contract by written notice to Seller and, at Buyer's option, pursue any remedy and damages available at law or in equity. If Buyer elects to terminate this Contract, the Earnest Money shall be returned to Buyer unless otherwise provided in this Contract.
  - b. If Buyer defaults, Seller may either (i) specifically enforce this Contract; or (ii) terminate this Contract by written notice to Buyer and, at Seller's option, either retain the Earnest Money as liquidated damages as Seller's sole remedy (the parties recognizing that it would be extremely difficult to ascertain the extent of actual damages caused by Buyer's breach, and that the Earnest Money represents as fair an approximation of such actual damages as the parties can now determine), or pursue any other remedy and damages available at law or in equity. If as a result of Buyer's default, Seller employs an attorney to enforce its rights, Buyer shall, unless prohibited by law, reimburse Seller for all reasonable attorneys' fees, court costs and other legal expenses incurred by Seller in connection with the default.
35. **Subsurface Conditions.** It is understood that this paragraph refers to subsurface conditions not visibly apparent and would not be part of normal site preparation and excavation. It is recommended that Buyer obtain any tests pertaining to subsurface conditions to further reduce the likelihood of unexpected expenses. Buyer shall pay the cost of all such inspections. The purchase price herein stated is predicated upon no rock or shale being encountered while excavating or ditching, or any condition below the surface of the ground presenting problems due to the presence of springs or other water streams, or unexpected utility or sewer elevations, unstable soil or fill material, or any substantial movement of earth to or from the Premises, or any adverse environmental conditions. In the event that any such conditions are encountered, Seller agrees to notify Buyer of said conditions prior to correcting said conditions, and Buyer shall either pay to Seller the additional out of pocket costs in connection therewith, or make other arrangements to remedy or abate such conditions at Buyer's expense.
36. **Warranties/Programs.** See attached Warranty Addendum.

37. **Homeowners' Association Dues.** Buyer acknowledges that the Premises may be subject to Homeowners' Association dues, which may be subject to adjustment at the sole discretion of the Homeowners' Association (as provided for in the Homeowners' Association Declaration.)
38. **Kansas Notice of Defect/Right to Cure Act.** Kansas law contains important requirements you must follow before you may file a lawsuit for defective construction against the contractor who constructed your home. Ninety days before you file your lawsuit, you must deliver to the contractor a written notice of any construction conditions you allege are defective and provide your contractor the opportunity to make an offer to repair or pay for the defects. You are not obligated to accept any offer made by the contractor. There are strict deadlines and procedures under state law, and failure to follow them may affect your ability to file a lawsuit.
39. **Crime Registry.** Kansas law requires persons who are convicted of certain crimes, including certain sexually violent crimes, to register with the sheriff of the county in which they reside. If you, as the Buyer, desire information regarding those registrants, you may find information on the homepage of the Kansas Bureau of Investigation (KBI) at <http://Kansas.gov/kbi> or by contacting the local Sheriff's Office. Seller makes no representation regarding the accuracy of the registrations, or that the public will have access to this information. Neither Seller nor any real estate broker or agent is required to obtain or provide to you any additional information regarding such registrations.
40. **Additional Terms and Conditions.**
41. **New Home Orientation/Walk-Through.** Seller or Seller's representative and Buyer shall do an orientation tour of the Premises prior to Closing. Agreed upon items from this tour shall be completed by Seller within \_\_\_\_\_ days (thirty [30] days if left blank) following the Closing Date, weather permitting, and with scheduling cooperation from Buyer.

**WHEN SIGNED BY ALL PARTIES, THIS IS A LEGALLY BINDING CONTRACT. ANY AMENDMENT TO THIS LHBA/LBOR APPROVED CONTRACT MUST BE EITHER HAND-WRITTEN AND INITIALED, OR EXPRESSED IN A WRITTEN ADDENDUM ATTACHED TO THIS CONTRACT. IF NOT UNDERSTOOD, CONSULT AN ATTORNEY BEFORE SIGNING.**

**SELLER**

**BUYER**

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Buyer #1

By: \_\_\_\_\_  
Owner/Officer/Partner Title

\_\_\_\_\_  
Buyer #2

\_\_\_\_\_  
Office Address Phone

\_\_\_\_\_  
Current Address Phone

\_\_\_\_\_  
City State Zip Code

\_\_\_\_\_  
City State Zip Code

Date \_\_\_\_\_, \_\_\_\_\_ Time \_\_\_\_\_ a.m./p.m.

Date \_\_\_\_\_, \_\_\_\_\_ Time \_\_\_\_\_ a.m./p.m.





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**Optional Contact Information**

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Listing Company

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Selling Company

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Address

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Address

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Listing Licensee (Please Print)

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Selling Licensee (Please Print)

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Listing Licensee's Phone # / Listing Company Phone #

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Selling Licensee's Phone # / Selling Company Phone #

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Listing Licensee's Email Address

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Selling Licensee's Email Address