



# SELLER'S DISCLOSURE AND CONDITION OF PROPERTY ADDENDUM (Residential)

1 **SELLER** (*Indicate Marital Status*): \_\_\_\_\_ Andrea L. Lally (ASP)  
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5 **PROPERTY**: \_\_\_\_\_ 7601 Hardy Street, Overland Park, KS 66204  
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7 **1. NOTICE TO SELLER.**

8 Be as complete and accurate as possible when answering the questions in this disclosure. Attach additional sheets if  
9 space is insufficient for all applicable comments. SELLER understands that the law requires disclosure of any material  
10 defects, known to SELLER, in the Property to prospective Buyer(s) and that failure to do so may result in civil liability  
11 for damages. Non-occupant SELLERS are not relieved of this obligation. This disclosure statement is designed to  
12 assist SELLER in making these disclosures. Licensee(s), prospective buyers and buyers will rely on this information.  
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14 **2. NOTICE TO BUYER.**

15 This is a disclosure of SELLER'S knowledge of the Property as of the date signed by SELLER and is not a substitute  
16 for any inspections or warranties that BUYER may wish to obtain. It is not a warranty of any kind by SELLER or a  
17 warranty or representation by the Broker(s) or their licensees.  
18

19 **3. OCCUPANCY.**

20 Approximate age of Property? \_\_\_\_\_ 60 years \_\_\_\_\_ How long have you owned? \_\_\_\_\_ 23 years  
21 Does SELLER currently occupy the Property? ..... Yes  No   
22 If "No", how long has it been since SELLER occupied the Property? \_\_\_\_\_ 1 month \_\_\_\_\_ years/months  
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24  SELLER has never occupied the Property. SELLER to answer all questions to the best of SELLER'S knowledge.  
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26 **4. TYPE OF CONSTRUCTION.**  Manufactured  Modular  Conventional/Wood Frame  
27  Mobile  Other \_\_\_\_\_  
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30 **5. LAND (SOILS, DRAINAGE AND BOUNDARIES). (IF RURAL OR VACANT LAND, ATTACH SELLER'S LAND**  
31 **DISCLOSURE ALSO.) ARE YOU AWARE OF:**

- 32 a. Any fill or expansive soil on the Property? ..... Yes  No
- 33 b. Any sliding, settling, earth movement, upheaval or earth stability problems  
34 on the Property? ..... Yes  No
- 35 c. The Property or any portion thereof being located in a flood zone, wetlands  
36 area or **proposed** to be located in such as designated by FEMA which  
37 requires flood insurance? ..... Yes  No
- 38 d. Any drainage or flood problems on the Property or adjacent properties? ..... Yes  No
- 39 e. Any flood insurance premiums that you pay? ..... Yes  No
- 40 f. Any need for flood insurance on the Property? ..... Yes  No
- 41 g. Any boundaries of the Property being marked in any way? ..... Yes  No
- 42 h. The Property having had a stake survey? ..... Yes  No
- 43 i. Any encroachments, boundary line disputes, or non-utility easements  
44 affecting the Property? ..... Yes  No
- 45 j. Any fencing on the Property? ..... Yes  No   
46 If "Yes", does fencing belong to the Property?..... N/A  Yes  No
- 47 k. Any diseased, dead, or damaged trees or shrubs on the Property? ..... Yes  No
- 48 l. Any gas/oil wells, lines or storage facilities on Property or adjacent property? ..... Yes  No
- 49 m. Any oil/gas leases, mineral, or water rights tied to the Property? ..... Yes  No

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51 **If any of the answers in this section are "Yes", explain in detail or attach other**  
52 **documentation:**

53 \_\_\_\_\_ Fencing on side of house and part of backyard.  
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**6. ROOF.**

- a. Approximate Age: 20 years  Unknown Type: shingle
- b. Have there been any problems with the roof, flashing or rain gutters? ..... Yes  No   
If "Yes", what was the date of the occurrence? \_\_\_\_\_
- c. Have there been any repairs to the roof, flashing or rain gutters? ..... Yes  No   
Date of and company performing such repairs: \_\_\_\_\_ / \_\_\_\_\_
- d. Has there been any roof replacement? ..... Yes  No   
If "Yes", was it:  Complete or  Partial
- e. What is the number of layers currently in place? \_\_\_\_\_ layers or  Unknown.

**If any of the answers in this section are "Yes", explain in detail or attach all warranty information and other documentation:**

**7. INFESTATION. ARE YOU AWARE OF:**

- a. Any termites, wood destroying insects, or **other** pests on the Property? ..... Yes  No
- b. Any damage to the Property by termites, wood destroying insects or **other** pests? ..... Yes  No
- c. Any termite, wood destroying insects or **other** pest control treatments on the Property in the last five (5) years? ..... Yes  No   
If "Yes", list company, **when and where** treated \_\_\_\_\_
- d. Any current warranty, bait stations or other treatment coverage by a licensed pest control company on the Property? ..... Yes  No   
If "Yes", the annual cost of service renewal is \$ \_\_\_\_\_ and the time remaining on the service contract is \_\_\_\_\_  
**(Check one)**  The treatment system stays with the Property or  the treatment system is subject to removal by the treatment company if annual service fee is not paid.

**If any of the answers in this section are "Yes", explain in detail or attach all warranty information and other documentation:**


**8. STRUCTURAL, BASEMENT/CRAWL SPACE, FIREPLACE AND EXTERIOR ITEMS.**

**ARE YOU AWARE OF:**

- a. Any movement, shifting, deterioration, or other problems with walls, foundations, crawl space or slab? ..... Yes  No
- b. Any cracks or flaws in the walls, ceilings, foundations, concrete slab, crawl space, basement floor or garage? ..... Yes  No
- c. Any corrective action taken including, but not limited to piercing or bracing? ..... Yes  No
- d. Any water leakage or dampness in the house, crawl space or basement? ..... Yes  No
- e. Any dry rot, wood rot or similar conditions on the wood of the Property? ..... Yes  No
- f. Any problems with windows or exterior doors? ..... Yes  No
- g. Any problems with driveways, patios, decks, fences or retaining walls on the Property? ..... Yes  No
- h. Any problems with fireplace including, but not limited to firebox, chimney, chimney cap and/or gas line? ..... N/A  Yes  No   
Date of any repairs, inspection(s) or cleaning? \_\_\_\_\_  
Date of last use? \_\_\_\_\_
- i. Does the Property have a sump pump? ..... Yes  No   
If "Yes", location: \_\_\_\_\_
- j. Any repairs or other attempts to control the cause or effect of any problem described above? ..... Yes  No


**If any of the answers in this section are "Yes", explain in detail or attach all warranty information and other documentation:**

crack on patio, garage/driveway crack

  
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**9. ADDITIONS AND/OR REMODELING.**

- a. Are you aware of any additions, structural changes, or other material alterations to the Property? ..... Yes  No   
If "Yes", explain in detail: \_\_\_\_\_
- b. If "Yes", were all necessary permits and approvals obtained, and was all work in compliance with building codes? ..... N/A  Yes  No   
If "No", explain in detail: \_\_\_\_\_

**10. PLUMBING RELATED ITEMS.**

- a. What is the drinking water source?  Public  Private  Well  Cistern  Other: \_\_\_\_\_  
If well water, state type \_\_\_\_\_ depth \_\_\_\_\_ diameter \_\_\_\_\_ age \_\_\_\_\_
- b. If the drinking water source is a well, has water been tested for safety? ..... N/A  Yes  No   
If "Yes", when was the water last checked for safety? \_\_\_\_\_ (attach test results)
- c. Is there a water softener on the Property? ..... Yes  No   
If "Yes", is it:  Leased  Owned?
- d. Is there a water purifier system? ..... Yes  No   
If "Yes", is it:  Leased  Owned?
- e. What type of sewage system serves the Property?  Public Sewer  Private Sewer  
 Septic System, Number of Tanks \_\_\_\_\_  Cesspool  Lagoon  Other \_\_\_\_\_
- f. Approximate location of septic tank and/or absorption field: \_\_\_\_\_
- g. The location of the sewer line clean out trap is: \_\_\_\_\_ back yard
- h. Is there a sewage pump on the septic system? ..... N/A  Yes  No
- i. Is there a grinder pump system? ..... Yes  No
- j. If there is a privately owned system, when was the septic tank, cesspool, or sewage system last serviced? \_\_\_\_\_ By whom? \_\_\_\_\_
- k. Is there a sprinkler system? ..... Yes  No   
Does sprinkler system cover full yard and landscaped areas? ..... N/A  Yes  No   
If "No", explain in detail: \_\_\_\_\_
- l. Are you aware of any leaks, backups, or other problems relating to any of the plumbing, water, and sewage related systems? ..... Yes  No
- m. Type of plumbing material currently used in the Property:  
 Copper  Galvanized  PVC  PEX  Other \_\_\_\_\_  
The location of the main water shut-off is: \_\_\_\_\_ front yard
- n. Is there a back flow prevention device on the lawn sprinkling system, sewer or pool? ..... N/A  Yes  No

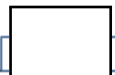
**If your answer to (l) in this section is "Yes", explain in detail or attach available documentation:**

small water leak in garage by washing machine hook up

  
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8:19 AM CST  
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- 208 **14. NEIGHBORHOOD INFORMATION & HOMEOWNER'S ASSOCIATION. ARE YOU AWARE OF:**
- 209 a. The Property located outside of city limits? ..... Yes  No
- 210 b. Any current/pending bonds, assessments, or special taxes that
- 211 apply to Property? ..... Yes  No
- 212 If "Yes", what is the amount? \$ \_\_\_\_\_
- 213 c. Any condition or proposed change in your neighborhood or surrounding
- 214 area or having received any notice of such? ..... Yes  No
- 215 d. Any defect, damage, proposed change or problem with any
- 216 common elements or common areas? ..... Yes  No
- 217 e. Any condition or claim which may result in any change to assessments or fees? ..... Yes  No
- 218 f. Any streets that are privately owned? ..... Yes  No
- 219 g. The Property being in a historic, conservation or special review district that
- 220 requires any alterations or improvements to the Property be approved by a
- 221 board or commission? ..... Yes  No
- 222 h. The Property being subject to tax abatement? ..... Yes  No
- 223 i. The Property being subject to a right of first refusal? ..... Yes  No
- 224 If "Yes", number of days required for notice: \_\_\_\_\_
- 225 j. The Property being subject to covenants, conditions, and restrictions of a
- 226 Homeowner's Association or subdivision restrictions? ..... Yes  No
- 227 k. Any violations of such covenants and restrictions? ..... N/A  Yes  No
- 228 l. The Homeowner's Association imposing its own transfer fee and/or
- 229 initiation fee when the Property is sold? ..... N/A  Yes  No
- 230 If "Yes", what is the amount? \$ \_\_\_\_\_
- 231 m. The Property being subject to a Homeowners Association fee? ..... Yes  No
- 232 If "Yes", Homeowner's Association dues are paid in full until \_\_\_\_\_ in the amount of
- 233 \$ \_\_\_\_\_ payable  yearly  semi-annually  monthly  quarterly, sent to:
- 234 \_\_\_\_\_ and such includes:

235 \_\_\_\_\_

236 Homeowner's Association/Management Company contact name, phone number, website, or email address:

237

- 240 n. The Property being subject to a secondary Master Community Homeowners Association fee?... Yes  No

242 **If any of the answers in this section are "Yes" (except m), explain in detail or attach other documentation:**


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247 **15. PREVIOUS INSPECTION REPORTS.**

- 248 Has Property been inspected in the last twelve (12) months? ..... Yes  No
- 249 If "Yes", a copy of inspection report(s) are available upon request.

251 **16. OTHER MATTERS. ARE YOU AWARE OF:**

- 252 a. Any of the following?
- 253  Party walls  Common areas  Easement Driveways ..... Yes  No
- 254 b. Any fire damage to the Property? ..... Yes  No
- 255 c. Any liens, other than mortgage(s)/deeds of trust currently on the Property? ..... Yes  No
- 256 d. Any violations of laws or regulations affecting the Property? ..... Yes  No
- 257 e. Any other conditions that may materially affect the value
- 258 or desirability of the Property? ..... Yes  No
- 259 f. Any other condition, including but not limited to financial, that may prevent
- 260 you from completing the sale of the Property? ..... Yes  No
- 261 g. Any animals or pets residing in the Property during your ownership? ..... Yes  No
- 262 h. Any general stains or pet stains to the carpet, the flooring or sub-flooring? ..... Yes  No
- 263 i. Missing keys for any exterior doors, including garage doors to the Property? ..... Yes  No
- 264 List locks without keys \_\_\_\_\_
- 265 j. Any violations of zoning, setbacks or restrictions, or non-conforming uses? ..... Yes  No
- 266 k. Any unrecorded interests affecting the Property? ..... Yes  No
- 267 l. Anything that would interfere with giving clear title to the BUYER? ..... Yes  No

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- 268 m. Any existing or threatened legal action pertaining to the Property? ..... Yes  No
- 269 n. Any litigation or settlement pertaining to the Property? ..... Yes  No
- 270 o. Any added insulation since you have owned the Property? ..... Yes  No
- 271 p. Having replaced any appliances that remain with the Property in the
- 272 past five (5) years? ..... Yes  No
- 273 q. Any transferable warranties on the Property or any of its
- 274 components? ..... Yes  No
- 275 r. Having made any insurance or other claims pertaining to the Property
- 276 in the past five (5) years? ..... Yes  No
- 277 If "Yes", were repairs from claim(s) completed?..... N/A  Yes  No
- 278 s. Any use of synthetic stucco on the Property? ..... Yes  No
- 279

If any of the answers in this section are "Yes", explain in detail:

**17. UTILITIES.** Identify the name and phone number for utilities listed below.

Electric Company Name:	Evergy	Phone #	888.471.5275
Gas Company Name:	Kansas Gas	Phone #	800.794.4780
Water Company Name:	WaterOne	Phone #	913.895.1800
Trash Company Name:	Waste Management	Phone #	866.909.4458
Other:		Phone #	
Other:		Phone #	

**18. ELECTRONIC SYSTEMS AND COMPONENTS.**

Any technology or systems staying with the Property? ..... N/A  Yes  No   
If "Yes" list:

Upon Closing SELLER will provide BUYER with codes and passwords, or items will be reset to factory settings.

**19. FIXTURES, EQUIPMENT AND APPLIANCES (FILL IN ALL BLANKS).**

The Residential Real Estate Sale Contract, including this paragraph of the residential Seller's Disclosure and Condition of Property Addendum ("Seller's Disclosure"), not the MLS, or other promotional material, provides for what is included in the sale of the Property. Items listed in the "Additional Inclusions" or "Exclusions" in Subparagraphs 1b and 1c of the Contract supersede the Seller's Disclosure and the pre-printed list in Paragraph 1 of the Contract. If there are no "Additional Inclusions" or "Exclusions" listed, the Seller's Disclosure and the pre-printed list govern what is or is not included in this sale. If there are differences between the Seller's Disclosure and the Paragraph 1 list, the Seller's Disclosure governs. Unless modified by the Seller's Disclosure and/or the "Additional Inclusions" and/or the "Exclusions" in Paragraph 1b and/or 1c, all existing improvements on the Property (if any) and appurtenances, fixtures and equipment (which seller agrees to own free and clear), whether buried, nailed, bolted, screwed, glued or otherwise permanently attached to Property are expected to remain with Property, including, but not limited to:

- |  |  |
|--|--|
| Attached shelves, racks, towel bars          | Fireplace grates, screens, glass doors                               |
| Attached lighting                            | Mounted entertainment brackets                                       |
| Attached floor coverings                     | Plumbing equipment and fixtures                                      |
| Bathroom vanity mirrors,<br>attached or hung | Storm windows, doors, screens  |
| Fences (including pet systems)               | Window blinds, curtains, coverings<br>and window mounting components |

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322 **Fill in all blanks using one of the abbreviations listed below.**

323 **“OS” = Operating and Staying with the Property (any item that is performing its intended function).**

324 **“EX” = Staying with the Property but Excluded from Mechanical Repairs; cannot be an Unacceptable Condition.**

326 **“NA” = Not applicable (any item not present).**

327 **“NS” = Not staying with the Property (item should be identified as “NS” below.)**

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329

330 NA Air Conditioning Window Units, # \_\_\_\_\_

331 OS Air Conditioning Central System \_\_\_\_\_

332 OS Attic Fan \_\_\_\_\_

333 OS Ceiling Fan(s), # \_\_\_\_\_

334 NA Central Vac and Attachments \_\_\_\_\_

335 NA Closet Systems \_\_\_\_\_

336 Location \_\_\_\_\_

337 NA Doorbell \_\_\_\_\_

338 NA Electric Air Cleaner or Purifier \_\_\_\_\_

339 NA Electric Car Charging Equipment \_\_\_\_\_

340 OS Exhaust Fan(s) – Baths \_\_\_\_\_

341 OS Fences – Invisible & Controls \_\_\_\_\_

342 Fireplace(s), # NA \_\_\_\_\_

343 Location #1 \_\_\_\_\_ Location #2 \_\_\_\_\_

344 \_\_\_\_\_ Chimney \_\_\_\_\_ Chimney \_\_\_\_\_

345 \_\_\_\_\_ Gas Logs \_\_\_\_\_ Gas Logs \_\_\_\_\_

346 \_\_\_\_\_ Gas Starter \_\_\_\_\_ Gas Starter \_\_\_\_\_

347 \_\_\_\_\_ Heat Re-circulator \_\_\_\_\_ Heat Re-circulator \_\_\_\_\_

348 \_\_\_\_\_ Insert \_\_\_\_\_ Insert \_\_\_\_\_

349 \_\_\_\_\_ Wood Burning Stove \_\_\_\_\_ Wood Burning Stove \_\_\_\_\_

350 \_\_\_\_\_ Other \_\_\_\_\_ Other \_\_\_\_\_

351 NA Fountain(s) \_\_\_\_\_

352 OS Furnace/Heat Pump/Other Heating System \_\_\_\_\_

353 NA Garage Door Keyless Entry \_\_\_\_\_

354 NA Garage Door Opener(s), # \_\_\_\_\_

355 NA Garage Door Transmitter(s), # \_\_\_\_\_

356 NA Gas Yard Light \_\_\_\_\_

357 NA Humidifier \_\_\_\_\_

358 NA Intercom \_\_\_\_\_

359 NA Jetted Tub \_\_\_\_\_

360 **KITCHEN APPLIANCES**

361 Cooking Unit

362 OS Stove/Range \_\_\_\_\_

363 \_\_\_\_\_ Elec. OS Gas \_\_\_\_\_ Convection \_\_\_\_\_

364 NA Built-in Oven \_\_\_\_\_

365 \_\_\_\_\_ Elec. Gas \_\_\_\_\_ Convection \_\_\_\_\_

366 \_\_\_\_\_ Cooktop \_\_\_\_\_ Elec. OS Gas \_\_\_\_\_

367 NA Microwave Oven \_\_\_\_\_

368 OS Dishwasher \_\_\_\_\_

369 OS Disposal \_\_\_\_\_

370 NA Freezer \_\_\_\_\_

371 Location \_\_\_\_\_

372 NA Refrigerator (#1) \_\_\_\_\_

373 Location \_\_\_\_\_

374 NA Refrigerator (#2) \_\_\_\_\_

375 Location \_\_\_\_\_

376 NA Trash Compactor \_\_\_\_\_

NA Laundry - Washer \_\_\_\_\_

NA Laundry - Dryer \_\_\_\_\_

Elec. \_\_\_\_\_ Gas \_\_\_\_\_

**MOUNTED ENTERTAINMENT EQUIPMENT**

NA Item #1 \_\_\_\_\_

Location \_\_\_\_\_

NA Item #2 \_\_\_\_\_

Location \_\_\_\_\_

NA Item #3 \_\_\_\_\_

Location \_\_\_\_\_

NA Item #4 \_\_\_\_\_

Location \_\_\_\_\_

NA Item #5 \_\_\_\_\_

Location \_\_\_\_\_

NA Outside Cooking Unit \_\_\_\_\_

NA Propane Tank \_\_\_\_\_

Owned \_\_\_\_\_ Leased \_\_\_\_\_

NA Security System \_\_\_\_\_

Owned \_\_\_\_\_ Leased \_\_\_\_\_

NA Smoke/Fire Detector(s), # \_\_\_\_\_

OS Shed(s), # \_\_\_\_\_

NA Spa/Hot Tub \_\_\_\_\_

NA Spa/Sauna \_\_\_\_\_

NA Spa Equipment \_\_\_\_\_

NA Sprinkler System Auto Timer \_\_\_\_\_

NA Sprinkler System Back Flow Valve \_\_\_\_\_

NA Sprinkler System (Components & Controls) \_\_\_\_\_

NA Statuary/Yard Art \_\_\_\_\_

NA Swing set/Playset \_\_\_\_\_

NA Sump Pump(s), # \_\_\_\_\_

NA Swimming Pool (Swimming Pool Rider Attached) \_\_\_\_\_

NA Swimming Pool Heater \_\_\_\_\_

NA Swimming Pool Equipment \_\_\_\_\_

NA TV Antenna/Receiver/Satellite Dish \_\_\_\_\_

Owned \_\_\_\_\_ Leased \_\_\_\_\_

OS Water Heater(s) \_\_\_\_\_

NA Water Softener and/or Purifier \_\_\_\_\_

Owned \_\_\_\_\_ Leased \_\_\_\_\_

NA Boat Dock, ID # \_\_\_\_\_

NA Camera-Surveillance Equipment \_\_\_\_\_

NA Generator \_\_\_\_\_

Other \_\_\_\_\_

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377 Disclose any material information and describe any significant repairs, improvements or alterations to the Property not  
378 fully revealed above. If applicable, state who did the work. Attach to this disclosure any repair estimates, reports,  
379 invoices, notices or other documents describing or referring to the matters revealed herein:

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384 The undersigned SELLER represents, to the best of their knowledge, the information set forth in the foregoing  
385 Disclosure Statement is accurate and complete. SELLER does not intend this Disclosure Statement to be a warranty or  
386 guarantee of any kind. SELLER hereby authorizes the Licensee assisting SELLER to provide this information to  
387 prospective BUYER of the Property and to real estate brokers and licensees. **SELLER will promptly notify Licensee**  
388 **assisting the SELLER, in writing, if any information in this disclosure changes prior to Closing, and Licensee**  
389 **assisting the SELLER will promptly notify Licensee assisting the BUYER, in writing, of such changes. (SELLER**  
390 **and BUYER initial and date any changes and/or attach a list of additional changes. If attached, # \_\_\_\_\_ of**  
391 **pages).**

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393 **CAREFULLY READ THE TERMS HEREOF BEFORE SIGNING. WHEN SIGNED BY ALL PARTIES, THIS**  
394 **DOCUMENT BECOMES PART OF A LEGALLY BINDING CONTRACT.**  
395 **IF NOT UNDERSTOOD, CONSULT AN ATTORNEY BEFORE SIGNING.**  
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400 *Andrea L. Lilly*  
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**BUYER ACKNOWLEDGEMENT AND AGREEMENT**

1. I understand and agree the information in this form is limited to information of which SELLER has actual knowledge and SELLER need only make an honest effort at fully revealing the information requested.
2. This Property is being sold to me without warranties or guaranties of any kind by SELLER, Broker(s) or licensees concerning the condition or value of the Property.
3. I agree to verify any of the above information, and any other important information provided by SELLER or Broker(s) (including any information obtained through the Multiple Listing Service) by an independent investigation of my own. I have been specifically advised to have Property examined by professional inspectors.
4. I acknowledge neither SELLER nor Broker(s) is an expert at detecting or repairing physical defects in Property.
5. I specifically represent there are no important representations concerning the condition or value of Property made by SELLER or Broker(s) on which I am relying except as may be fully set forth in writing and signed by them.

BUYER  
DATE

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Approved by Legal Counsel of the Kansas City Regional Association of REALTORS® for exclusive use by its REALTOR® members. No warranty is made or implied as to the legal validity or adequacy of the Contract, or that it complies in every respect with the law or that its use is appropriate for all situations. Local law, customs and practices, and differing circumstances in each transaction may dictate that amendments to this Contract be made. Last revised 10/21. All previous versions of this document may no longer be valid. Copyright January 2022.