



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

SELLER (Indicate Marital Status): CHARLES & KATHLEEN A. FORD, AMC AND
ANGELA WEST, ASP

PROPERTY: 2333 SAND CREEK ROAD, OTTAWA, KS 66067

1. NOTICE TO SELLER.

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

2. NOTICE TO BUYER.

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

3. OCCUPANCY.

Approximate age of Property? unk. How long have you owned? 2 yrs
Does SELLER currently occupy the Property? Yes No
If "No", how long has it been since SELLER occupied the Property? NA years/months

SELLER has never occupied the Property. SELLER to answer all questions to the best of SELLER'S knowledge.

4. TYPE OF CONSTRUCTION. [ ] Manufactured [ ] Modular [x] Conventional/Wood Frame
[ ] Mobile [ ] Other

5. LAND (SOILS, DRAINAGE AND BOUNDARIES). (IF RURAL OR VACANT LAND, ATTACH SELLER'S LAND DISCLOSURE ALSO.) ARE YOU AWARE OF:

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

If any of the answers in this section are "Yes", explain in detail or attach other documentation: Fencing on 2 sides

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- 55 **6. ROOF.**  
 56 a. Approximate Age: \_\_\_\_\_ years  Unknown Type: Composite  
 57 b. Have there been any problems with the roof, flashing or rain gutters? unknown Yes  No   
 58 If "Yes", what was the date of the occurrence? \_\_\_\_\_  
 59 c. Have there been any repairs to the roof, flashing or rain gutters? Yes  No   
 60 Date of and company performing such repairs \_\_\_\_\_  
 61 d. Has there been any roof replacement? Yes  No   
 62 If "Yes", was it:  Complete or  Partial  
 63 e. What is the number of layers currently in place? \_\_\_\_\_ layers or  Unknown.

64  
 65 **If any of the answers in this section are "Yes", explain in detail or attach all warranty information and other**  
 66 **documentation:** \_\_\_\_\_  
 67 \_\_\_\_\_  
 68 \_\_\_\_\_

69  
 70 **7. INFESTATION. ARE YOU AWARE OF:**

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

83  
 84 **If any of the answers in this section are "Yes", explain in detail or attach all warranty information and other**  
 85 **documentation:** Termites discovered July 2023 has not been treated  
 86 \_\_\_\_\_  
 87 \_\_\_\_\_

88  
 89 **8. STRUCTURAL, BASEMENT/CRAWL SPACE, FIREPLACE AND EXTERIOR ITEMS.**  
 90 **ARE YOU AWARE OF:**

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

107  
 108 **If any of the answers in this section are "Yes", explain in detail or attach all warranty information and other**  
 109 **documentation:** \_\_\_\_\_  
 110 \_\_\_\_\_  
 111 \_\_\_\_\_

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- 112 **9. ADDITIONS AND/OR REMODELING.**
- 113 a. Are you aware of any additions, structural changes, or other material alterations to
- 114 the Property? ..... Yes  No
- 115 If "Yes", explain in detail: \_\_\_\_\_
- 116 \_\_\_\_\_
- 117 b. If "Yes", were all necessary permits and approvals obtained, and was all work in
- 118 compliance with building codes? ..... N/A  Yes  No
- 119 If "No", explain in detail: \_\_\_\_\_
- 120 \_\_\_\_\_

- 121 **10. PLUMBING RELATED ITEMS.**
- 122 a. What is the drinking water source?  Public  Private  Well  Cistern  Other: \_\_\_\_\_
- 123 If well water, state type unk depth \_\_\_\_\_ diameter \_\_\_\_\_ age \_\_\_\_\_
- 124 b. If the drinking water source is a well, has water been tested for safety? ..... N/A  Yes  No
- 125 If "Yes", when was the water last checked for safety? \_\_\_\_\_ (attach test results)
- 126 c. Is there a water softener on the Property? ..... Yes  No
- 127 If "Yes", is it:  Leased  Owned?
- 128 d. Is there a water purifier system? ..... Yes  No
- 129 If "Yes", is it:  Leased  Owned?
- 130 e. What type of sewage system serves the Property?  Public Sewer  Private Sewer
- 131  Septic System, Number of Tanks \_\_\_\_\_  Cesspool  Lagoon  Other \_\_\_\_\_
- 132 f. Approximate location of septic tank and/or absorption field: in yard behind kitchen
- 133 \_\_\_\_\_
- 134 g. The location of the sewer line clean out trap is: \_\_\_\_\_
- 135 h. Is there a sewage pump on the septic system? ..... N/A  Yes  No
- 136 i. Is there a grinder pump system? ..... Yes  No
- 137 j. If there is a privately owned system, when was the septic tank, cesspool, or sewage
- 138 system last serviced? unk By whom? \_\_\_\_\_
- 139 k. Is there a sprinkler system? ..... Yes  No
- 140 Does sprinkler system cover full yard and landscaped areas? ..... N/A  Yes  No
- 141 If "No", explain in detail: \_\_\_\_\_
- 142 l. Are you aware of any leaks, backups, or other problems relating to any of the
- 143 plumbing, water, and sewage related systems? ..... Yes  No
- 144 m. Type of plumbing material currently used in the Property:
- 145  Copper  Galvanized  PVC  PEX  Other \_\_\_\_\_
- 146 The location of the main water shut-off is: outside - beside driveway
- 147 n. Is there a back flow prevention device on the lawn sprinkling system,
- 148 sewer or pool? ..... N/A  Yes  No
- 149 \_\_\_\_\_

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

152 **documentation:** \_\_\_\_\_

153 \_\_\_\_\_

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**11. HEATING AND AIR CONDITIONING.**

- a. Does the Property have air conditioning? ..... Yes  No   
 Central Electric  Central Gas  Heat Pump  Window Unit(s)  
Unit Age of Unit Leased Owned Location Last Date Serviced/By Whom?  
1. UNK  
2. \_\_\_\_\_
- b. Does the Property have heating systems? ..... Yes  No   
 Electric  Fuel Oil  Natural Gas  Heat Pump  Propane  
 Fuel Tank  Other \_\_\_\_\_  
Unit Age of Unit Leased Owned Location Last Date Serviced/By Whom?  
1. UNK  
2. \_\_\_\_\_
- c. Are there rooms without heat or air conditioning? ..... Yes  No   
If "Yes", which room(s)? \_\_\_\_\_
- d. Does the Property have a water heater? ..... Yes  No   
 Electric  Gas  Solar  Tankless  
Unit Age of Unit Leased Owned Location Capacity Last Date Serviced/By Whom?  
1. UNK  
2. \_\_\_\_\_
- e. Are you aware of any problems regarding these items? ..... Yes  No   
If "Yes", explain in detail: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**12. ELECTRICAL SYSTEM.**

- a. Type of material used:  Copper  Aluminum  Unknown
- b. Type of electrical panel(s):  Breaker  Fuse  OTHER?  
Location of electrical panel(s): Garage  
Size of electrical panel(s) (total amps), if known: \_\_\_\_\_
- c. Are you aware of any problem with the electrical system? ..... Yes  No   
If "Yes", explain in detail: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**13. HAZARDOUS CONDITIONS. ARE YOU AWARE OF:**

- a. Any underground tanks on the Property? ..... Yes  No
  - b. Any landfill on the Property? ..... Yes  No
  - c. Any toxic substances on the Property (e.g. tires, batteries, etc.)? ..... Yes  No
  - d. Any contamination with radioactive or other hazardous material? ..... Yes  No
  - e. Any testing for any of the above-listed items on the Property? ..... Yes  No
  - f. Any professional testing/mitigation for radon on the Property? ..... Yes  No
  - g. Any professional testing/mitigation for mold on the Property? ..... Yes  No
  - h. Any other environmental issues? ..... Yes  No
  - i. Any controlled substances ever manufactured on the Property? ..... Yes  No
  - j. Any methamphetamine ever manufactured on the Property? ..... Yes  No
- (In Missouri, a separate disclosure is required if methamphetamine or other controlled substances have been produced on the Property, or if any resident of the Property has been convicted of the production of a controlled substance.)

If any of the answers in this section are "Yes", explain in detail or attach test results and other documentation: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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**14. NEIGHBORHOOD INFORMATION & HOMEOWNER'S ASSOCIATION. ARE YOU AWARE OF:**

- a. The Property located outside of city limits? ..... Yes  No
- b. Any current/pending bonds, assessments, or special taxes that apply to Property? ..... Yes  No   
If "Yes", what is the amount? \$ \_\_\_\_\_
- c. Any condition or proposed change in your neighborhood or surrounding area or having received any notice of such? ..... Yes  No
- d. Any defect, damage, proposed change or problem with any common elements or common areas? ..... Yes  No
- e. Any condition or claim which may result in any change to assessments or fees? ..... Yes  No
- f. Any streets that are privately owned? ..... Yes  No
- g. The Property being in a historic, conservation or special review district that requires any alterations or improvements to the Property be approved by a board or commission? ..... Yes  No
- h. The Property being subject to tax abatement? ..... Yes  No
- i. The Property being subject to a right of first refusal? ..... Yes  No   
If "Yes", number of days required for notice: \_\_\_\_\_
- j. The Property being subject to covenants, conditions, and restrictions of a Homeowner's Association or subdivision restrictions? ..... Yes  No
- k. Any violations of such covenants and restrictions? ..... N/A  Yes  No
- l. The Homeowner's Association imposing its own transfer fee and/or initiation fee when the Property is sold? ..... N/A  Yes  No   
If "Yes", what is the amount? \$ \_\_\_\_\_
- m. The Property being subject to a Homeowners Association fee? ..... Yes  No   
If "Yes", Homeowner's Association dues are paid in full until \_\_\_\_\_ in the amount of \$ \_\_\_\_\_ payable  yearly  semi-annually  monthly  quarterly, sent to: \_\_\_\_\_ and such includes: \_\_\_\_\_  
Homeowner's Association/Management Company contact name, phone number, website, or email address: \_\_\_\_\_
- n. The Property being subject to a secondary Master Community Homeowners Association fee?... Yes  No

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

\_\_\_\_\_  
\_\_\_\_\_

**15. PREVIOUS INSPECTION REPORTS.**

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

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

- a. Any of the following?  
 Party walls  Common areas  Easement Driveways ..... Yes  No
- b. Any fire damage to the Property? ..... Yes  No
- c. Any liens, other than mortgage(s)/deeds of trust currently on the Property? ..... Yes  No
- d. Any violations of laws or regulations affecting the Property? ..... Yes  No
- e. Any other conditions that may materially affect the value or desirability of the Property? ..... Yes  No
- f. Any other condition, including but not limited to financial, that may prevent you from completing the sale of the Property? ..... Yes  No
- g. Any animals or pets residing in the Property during your ownership? ..... Yes  No
- h. Any general stains or pet stains to the carpet, the flooring or sub-flooring? *unk* ..... Yes  No
- i. Missing keys for any exterior doors, including garage doors to the Property? ..... Yes  No   
List locks without keys \_\_\_\_\_
- j. Any violations of zoning, setbacks or restrictions, or non-conforming uses? ..... Yes  No
- k. Any unrecorded interests affecting the Property? ..... Yes  No
- 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

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

281 \_\_\_\_\_

282 \_\_\_\_\_

283 \_\_\_\_\_

284 \_\_\_\_\_

- 285 17. UTILITIES. Identify the name and phone number for utilities listed below.
- 286 Electric Company Name: Evergy Phone # \_\_\_\_\_
- 287 Gas Company Name: NONE Phone # \_\_\_\_\_
- 288 Water Company Name: Franklin Co RWD 1 Phone # \_\_\_\_\_
- 289 Trash Company Name: ? Phone # \_\_\_\_\_
- 290 Other: \_\_\_\_\_ Phone # \_\_\_\_\_
- 291 Other: \_\_\_\_\_ Phone # \_\_\_\_\_
- 292 \_\_\_\_\_

- 293 18. ELECTRONIC SYSTEMS AND COMPONENTS.
- 294 Any technology or systems staying with the Property? ..... N/A  Yes  No
- 295 If "Yes" list: \_\_\_\_\_
- 296 \_\_\_\_\_
- 297 \_\_\_\_\_
- 298 \_\_\_\_\_

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

- 300 19. FIXTURES, EQUIPMENT AND APPLIANCES (FILL IN ALL BLANKS).
- 301 The Residential Real Estate Sale Contract, including this paragraph of the residential Seller's Disclosure and
- 302 Condition of Property Addendum ("Seller's Disclosure"), not the MLS, or other promotional material, provides for
- 303 what is included in the sale of the Property. Items listed in the "Additional Inclusions" or "Exclusions" in
- 304 Subparagraphs 1b and 1c of the Contract supersede the Seller's Disclosure and the pre-printed list in Paragraph 1
- 305 of the Contract. If there are no "Additional Inclusions" or "Exclusions" listed, the Seller's Disclosure and the pre-
- 306 printed list govern what is or is not included in this sale. If there are differences between the Seller's Disclosure and
- 307 the Paragraph 1 list, the Seller's Disclosure governs. Unless modified by the Seller's Disclosure and/or the
- 308 "Additional Inclusions" and/or the "Exclusions" in Paragraph 1b and/or 1c, all existing improvements on the Property
- 309 (if any) and appurtenances, fixtures and equipment (which seller agrees to own free and clear), whether buried,
- 310 nailed, bolted, screwed, glued or otherwise permanently attached to Property are expected to remain with Property,
- 311 including, but not limited to:
- 312

- |   |  |
|---|--|
| 314 Attached shelves, racks, towel bars | Fireplace grates, screens, glass doors |
| 315 Attached lighting                   | Mounted entertainment brackets         |
| 316 Attached floor coverings            | Plumbing equipment and fixtures        |
| 317 Bathroom vanity mirrors,            | Storm windows, doors, screens          |
| 318 attached or hung                    | Window blinds, curtains, coverings     |
| 319 Fences (including pet systems)      | 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  
 325 Condition.  
 326 "NA" = Not applicable (any item not present).  
 327 "NS" = Not staying with the Property (item should be identified as "NS" below.)  
 328

- 329 ~~NA~~  
 330 ~~EX~~ Air Conditioning Window Units, # \_\_\_\_\_  
 331 ~~EX~~ Air Conditioning Central System  
 332 ~~EX~~ Attic Fan  
 333 ~~EX~~ Ceiling Fan(s), # \_\_\_\_\_  
 334 ~~NA~~ Central Vac and Attachments  
 335 ~~NA~~ Closet Systems  
 336 Location \_\_\_\_\_  
 337 ~~EX~~ Doorbell  
 338 ~~NA~~ Electric Air Cleaner or Purifier  
 339 ~~NA~~ Electric Car Charging Equipment  
 340 ~~EX~~ Exhaust Fan(s) – Baths  
 341 ~~EX~~ Fences – Invisible & Controls  
 342 Fireplace(s), # \_\_\_\_\_  
 343 Location #1 Living room Location #2 NA  
 344 ~~EX~~ Chimney \_\_\_\_\_ Chimney \_\_\_\_\_  
 345 ~~NA~~ Gas Logs \_\_\_\_\_ Gas Logs \_\_\_\_\_  
 346 ~~NA~~ Gas Starter \_\_\_\_\_ Gas Starter \_\_\_\_\_  
 347 ~~NA~~ Heat Re-circulator \_\_\_\_\_ Heat Re-circulator \_\_\_\_\_  
 348 ~~NA~~ Insert \_\_\_\_\_ Insert \_\_\_\_\_  
 349 ~~NA~~ Wood Burning Stove \_\_\_\_\_ Wood Burning Stove \_\_\_\_\_  
 350 ~~NA~~ Other \_\_\_\_\_ Other \_\_\_\_\_  
 351 ~~NA~~ Fountain(s)  
 352 ~~EX~~ Furnace/Heat Pump/Other Heating System  
 353 ~~EX~~ Garage Door Keyless Entry  
 354 ~~EX~~ 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 ~~EX~~ Stove/Range  
 363 ~~NA~~ Elec. ~~EX~~ Gas ~~NA~~ Convection  
 364 ~~NA~~ Built-in Oven  
 365 \_\_\_\_\_ Elec. \_\_\_\_\_ Gas \_\_\_\_\_ Convection  
 366 \_\_\_\_\_ Cooktop \_\_\_\_\_ Elec. \_\_\_\_\_ Gas  
 367 ~~NA~~ Microwave Oven  
 368 ~~EX~~ Dishwasher  
 369 ~~EX~~ 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 \_\_\_\_\_  
 Item #2 \_\_\_\_\_  
 Location \_\_\_\_\_  
 Item #3 \_\_\_\_\_  
 Location \_\_\_\_\_  
 Item #4 \_\_\_\_\_  
 Location \_\_\_\_\_  
 Item #5 \_\_\_\_\_  
 Location \_\_\_\_\_  
~~NA~~ Outside Cooking Unit  
~~EX~~ Propane Tank  
 Owned ~~NA~~ Leased  
~~NA~~ Security System  
 Owned  Leased  
~~EX~~ Smoke/Fire Detector(s), # \_\_\_\_\_  
~~EX~~ Shed(s), # 03  
~~NA~~ Spa/Hot Tub  
 Spa/Sauna  
 Spa Equipment  
 Sprinkler System Auto Timer  
 Sprinkler System Back Flow Valve  
 Sprinkler System (Components & Controls)  
 Statuary/Yard Art  
 Swing set/Playset  
~~EX~~ Sump Pump(s), # 1  
~~NA~~ Swimming Pool (Swimming Pool Rider Attached)  
 Swimming Pool Heater  
 Swimming Pool Equipment  
 TV Antenna/Receiver/Satellite Dish  
 \_\_\_\_\_ Owned \_\_\_\_\_ Leased  
~~EX~~ 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:  
380 Everything is transferred "AS IS".  
381 \_\_\_\_\_  
382 \_\_\_\_\_  
383 \_\_\_\_\_

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).**  
392

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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402 **SELLER** **DATE** **SELLER** **DATE**

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

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