

# Wal-Mart Stores Inc.

## Fax Coversheet

**Date:** 02/06/24

**From:**

**Email:**

**To:**

**Fax:** 7852003769

**Subject:** STORE:isp.s00035.us

**Notes:** Confidential Wal-Mart Stores, Inc.

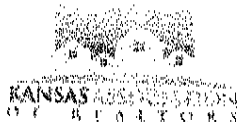
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**FAX COVER SHEET**

TO	LarryZeller
COMPANY	
FAX NUMBER	17854568431
FROM	MelanieMeiti
DATE	2024-02-04 17:14:50 GMT
RE	Listing and Contract for signatures

**COVER MESSAGE**

from Melanie Meiti, Integrity Realty



RESIDENTIAL EXCLUSIVE RIGHT TO SELL LISTING AGREEMENT

Document updated: April 2014.

1. PARTIES: The parties to this agreement (the "Agreement") are:

SELLER: Zeller Rentals LLC
BROKER: INTEGRITY REALTY LLC

2. PROPERTY: SELLER appoints BROKER as the SELLER'S sole and exclusive representative to sell the real property, all improvements on the Property, the fixtures described below and any personal property described in Section 3 (the "Property"):

PROPERTY ADDRESS: 620 S. Lincoln Ave
CITY: Colby COUNTY: Thomas STATE: KS ZIP CODE: 67701

LEGAL DESCRIPTION: Lots 3, 4, & 5, Block 42, South Park Annex to South Park Addition to the City of Colby, Colby Kansas.

3. PERSONAL PROPERTY: SELLER instructs BROKER to market the Property with the following items of personal property included:

window A/C, refrigerator, stove/oven, washer/dryer.

4. TERM OF THE AGREEMENT: This agreement shall begin at 12:01 AM on 2.3.24 (the "Beginning Date") and shall end at 11:59 PM on 3.3.24 (the "Ending Date").

5. PRICE: SELLER instructs BROKER to market the Property for sale for the sum of \$ 65,000 on the following terms agreeable to the SELLER:

nm

6. BROKER'S COMPENSATION:

- A. SELLER agrees to pay the BROKER compensation consisting of \$ (flat fee amount) plus 6.0 % (percentage-based fee) of the selling price of the Property...
B. SELLER authorizes the deduction of BROKER'S compensation from the SELLER'S proceeds at closing...
C. PROTECTION PERIOD: "Protection Period" means that time beginning on the day after this Agreement expires or terminates and continuing for 90 calendar days (90 if left blank).
(1) No later than 10 calendar days (ten if left blank) following the expiration or termination of this Agreement, the BROKER shall send the SELLER a written notice specifying the names of any persons or entities whose attention was called to the Property during the term of this Agreement.
(2) SELLER agrees that the BROKER shall be entitled to receive the BROKER'S compensation specified in this Agreement if the SELLER enters into any agreement to sell or transfer the Property upon any terms to any person or entity identified by the BROKER in the written notice provided under this section during the Protection Period...
(3) SELLER and BROKER agree and acknowledge that this section shall survive and continue to bind the SELLER and BROKER after the expiration or termination of this Agreement.



(2) Mortgage Loan #2

Account Number: \_\_\_\_\_

Serviced By: \_\_\_\_\_

Phone Number: \_\_\_\_\_

- E. Allow the BROKER to accept an Earnest Money deposit to be applied against the Purchase Price of the Property and to place that deposit into an escrow or trust account maintained by the BROKER or escrow agent until the closing of the sale of the Property. SELLER agrees and acknowledges that these funds may be deposited into an interest-bearing account and that the BROKER has the right to retain all interest accruing in this account to compensate for the cost and burden of maintaining such account;
- F. Allow the BROKER to enter the Property at all reasonable times for the purpose of inspecting, previewing or showing the Property to prospective BUYERS or other real estate licensees;
- G. If there are improvements on the Property, furnish the BROKER with a key to access the improvements, authorize the use of a "lock box" device to permit access to the Property during the term of this Agreement and to hold the BROKER, his or her agents, employees, cooperating brokers, their agents and employees, the multiple listing service (MLS) and any REALTOR® non-profit trade association free and harmless from any loss or damage that might result from the use of such key or "lock box" device, including any vandalism, theft or damage of any nature to the Property, personal property and personal effects of the SELLER;
- H. Leave all utilities on at the Property during the term of this Agreement or until possession of the Property by a buyer, whichever is later, unless provided for otherwise in this Agreement or a contract to sell the Property; and
- I. Not discriminate against any prospective buyer on the basis of color, race, gender, religion, national origin, age, disability or familial status and to hold harmless and indemnify the BROKER for and against any violations of federal, state and local laws related to discriminatory conduct.

9. SELLER'S AUTHORIZATIONS TO BROKER: SELLER authorizes BROKER to:

- A. Obtain any and all records and information concerning the SELLER'S Property from the appropriate governmental agencies and other entities; and
- B. Cooperate and share the percentage-based fee payable to the BROKER under this Agreement with other licensed real estate brokers who have been employed as buyers' agents, designated agents, sub-agents or transaction brokers, subject where applicable to authorization as otherwise provided in this Agreement. SELLER agrees that BROKER shall:
 

(1) Offer cooperation to buyers' agents:	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
(2) Offer compensation to buyers' agents:	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
(3) Offer cooperation to designated agents:	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
(4) Offer compensation to designated agents:	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
(5) Offer cooperation to sub-agents:	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
(6) Offer compensation to sub-agents:	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
(7) Offer cooperation to transaction brokers:	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
(8) Offer compensation to transaction brokers:	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO

10. INCLUSION OF PROPERTY IN THE MULTIPLE LISTING SERVICE:

- A. BROKER  shall  shall not submit this listing for inclusion in any multiple listing service (the "MLS") within the time required for the submittal of listings under the applicable MLS rules and regulations. If the listing is submitted for inclusion in the MLS, the SELLER:
  - (1) Authorizes the BROKER to submit pertinent information, including virtual tours and images when applicable, concerning the Property to any MLS;
  - (2) Authorizes the BROKER to disseminate data about the Property and other information relating to the Property supplied by or on behalf of the SELLER, including creative works depicting the Property, such as virtual tours, images, videos and any textual descriptions of the Property (collectively referred to as "Content"), to MLS participants, subscribers and other licensees or users of the MLS database compilation, any other MLS in which BROKER participates or any other website, in the BROKER'S sole discretion and to further disseminate or permit MLS or other MLS participants to disseminate such Content to potential buyers through websites on the Internet that are owned, operated or controlled by the MLS, other MLS participants or such other entities with whom MLS may enter into license agreements authorizing the dissemination or use of such Content;

- (3) Grants to BROKER an irrevocable, perpetual, non-exclusive and fully sub-licensable and assignable right (through multiple tiers) to use, reproduce, modify, adapt, publish, create derivative works from, distribute, perform and display any photographs, aerial photographs, floor plans, architectural drawings, video images, sounds or other copyrightable material related to the Property (hereinafter referred to as "Works") and to incorporate any such Works (in whole or in part) into other works in any form, media or technology now known or later developed;
- (4) Agrees that this non-exclusive license shall survive the termination of this Agreement for any reason whatsoever, SELLER represents and warrants to BROKER that the license granted to BROKER for this Content does not violate or infringe upon the rights, including any copyright rights, of any person or entity. SELLER acknowledges and agrees that all listing content is owned exclusively by the BROKER and that SELLER has no right, title or interest in Content; and
- (5) Agrees that BROKER may provide to M.L.S for dissemination to others, including the county appraiser if required by law, timely notice of status changes affecting the Property, sales information about the Property, including the price at which the Property is sold and other information concerning the Property for the use of the members of such services, to compile reliable statistics and to establish market value for other properties.

**11. SELLER'S OBLIGATION TO DISCLOSE ADVERSE MATERIAL FACTS REGARDING THE PROPERTY:**

- A. SELLER understands that SELLER has a legal obligation and affirmative duty to be honest by making accurate and complete disclosures of any adverse material facts regarding the Property to prospective buyers and that the failure to do so may result in civil liability for damages.  
(SELLER'S INITIALS REQUIRED) *SMW*
- B. Upon the signing of this Agreement, the SELLER  shall  shall not complete a Seller's Residential Property Disclosure Statement (the "Statement") to be provided to prospective buyers and to update the Statement upon the request of the BROKER or in the event of any material change in the condition of the Property or the discovery of any additional material facts regarding the Property that were not disclosed in prior versions of the Statement.
- C. SELLER agrees to provide any and all inspection reports regarding the Property that are in existence at the time of this Agreement or any inspection reports generated during the term of this Agreement to the BROKER and authorizes the BROKER to disclose such inspection reports to prospective buyers and other real estate licensees.
- D. SELLER warrants that there are no known material defects in the Property except as will accurately and completely be disclosed on the Statement or in other written disclosures provided to any prospective buyers of the Property. SELLER agrees to defend, indemnify and hold harmless BROKER and its agents, sub-agents, employees and independent contractors, from and against any and all claims, demands, suits, damages, losses or expenses (including any reasonable attorneys fees) arising out of any misrepresentation, non-disclosure or concealment by SELLER in connection with the sale of the Property including, without limitation, inaccuracy of information provided by the SELLER for the preparation of listing data, the Statement or otherwise provided or omitted in connection with the sale of the Property.
- E. SELLER agrees to thoroughly review the listing information prepared by the BROKER and advise the BROKER immediately of any errors or omissions. SELLER further stipulates that the dimensions and size of the Property are accurate to the best of his or her knowledge. SELLER agrees to personally assume all responsibility for any claims made by a buyer with respect to any errors or omissions contained in the information provided to BROKER, any prospective buyers and other real estate licensees and that the BROKER shall not be responsible in any manner for any errors or omissions.
- F. SELLER warrants that plumbing is connected to  sewer,  septic system,  lagoon or  other wastewater disposal/ sewage system. SELLER agrees to defend, indemnify, and hold harmless BROKER and its agents, subagents, employees and independent contractors, from and against any and all claims, demands, suits, damages, losses or expenses (including any reasonable attorney fees) resulting from the information SELLER has given regarding the sewage system.
- G. SELLER warrants that the SELLER does not have knowledge of any easements, sewer assessments, street assessments or other proposed special assessments except as accurately and completely disclosed on the Statement or the SELLER'S Special Assessment Disclosure Addendum. SELLER agrees to defend, indemnify and hold harmless BROKER and its agents, sub-agents, employees and independent contractors, from and against any and all claims, demands, suits, damages, losses or expenses (including any reasonable attorneys' fees) resulting from the information that the SELLER has given regarding any easements, sewer assessments, street assessments or other proposed special assessments on the Property.

**12. BROKER RECOMMENDS SELLER SEEK LEGAL AND PROFESSIONAL ADVICE:**

- A. BROKER recommends that the SELLER seek legal, tax or other professional advice regarding the real estate transaction. BROKER makes no representation or warranty regarding the advisability of any real estate transaction. BROKER is not an expert in matters relating to law, tax, financing, surveying, structural or mechanical condition, hazardous material, engineering or other specialized topics and the SELLER is strongly encouraged to seek expert advice in such areas.

- B. BROKER will cooperate with the experts engaged by the SELLER, but the BROKER shall have no liability to the SELLER pertaining to such matters.

**13. LIABILITIES FOR INSPECTIONS:**

- A. SELLER agrees to defend, indemnify and hold harmless BROKER and its agents, sub-agents, employees and independent contractors from and against any and all claims, demands, suits, damages, losses or expenses (including any reasonable attorneys' fees) resulting from any liability for vandalism, theft or damage of any nature to the Property or for personal injury to any persons of the Property.
- B. In consideration of BROKER'S arranging for any inspections at SELLER'S request, SELLER hereby agrees to defend, indemnify and hold harmless BROKER and its agents, sub-agents, employees and independent contractors from and against any and all claims, demands, suits, damages, losses or expenses (including any reasonable attorneys' fees) resulting from or in connection with such inspections.

**14. BROKERAGE RELATIONSHIP DISCLOSURE:**

- A. SELLER acknowledges receiving the "Real Estate Brokerage Relationships Brochure." SELLER understands that the BROKER may show alternative properties not owned by the SELLER to prospective buyers and may list competing properties for sale without breaching any duty or obligation to the SELLER.
- B. Pursuant to Section 15 of this Agreement, SELLER  consents  does not consent to transaction brokerage, subject to both the buyer and SELLER signing a Transaction Broker Addendum to their respective agency agreements with the BROKER, which must be signed by the BUYER prior to writing an offer to purchase the Property and by the SELLER prior to signing the purchase contract.
- C. Pursuant to Section 16 of this Agreement, SELLER  consents  does not consent to a designated agent relationship. If applicable, the BROKER or the BROKER'S authorized representative hereby designates MELANIE MEITL to act as the designated agent on the SELLER'S behalf.
- D. Pursuant to Section 15 of this Agreement, SELLER  consents  does not consent to the above-named designated agent acting as a transaction broker in the event that he or she is also the designated agent for the BUYER, subject to both the buyer and SELLER signing a Transaction Broker Addendum to their respective agency agreements with the BROKER, which must be signed by the BUYER prior to writing an offer to purchase the Property and by the SELLER prior to signing the purchase contract.

**15. SELLER'S ACKNOWLEDGEMENT OF THE POTENTIAL FOR BROKER TO ACT AS A TRANSACTION BROKER:**

- A. SELLER acknowledges that the BROKER may have clients who have retained the BROKER to represent them as a buyer in the acquisition of property. If a buyer client becomes interested in making an offer on the SELLER'S Property, then the BROKER would be in a position of representing both the prospective buyer and the SELLER in that transaction unless designated agents have been appointed. Such representation would constitute dual agency, which is illegal in Kansas.
- B. With the informed consent of both the buyer and SELLER, the BROKER may act as a transaction broker. As a transaction broker, the BROKER would assist the parties with the real estate transaction without being an agent or advocate for the interests of either party.

**16. SELLER'S ACKNOWLEDGEMENT OF POSSIBLE DESIGNATED AGENT RELATIONSHIP:**

- A. A designated agent is a real estate licensee affiliated with a BROKER who has been designated by the BROKER, or the BROKER'S duty authorized representative, to act as the agent of the BROKER'S buyer or seller client to the exclusion of all other affiliated licensees. If a designated agent is appointed to represent the SELLER, SELLER understands that:
- (1) The designated agent will perform all of the duties of a SELLER'S agent and will be the SELLER'S legal agent to the exclusion of all other real estate licensees in the BROKER'S firm;
  - (2) Another real estate licensee in the BROKER'S firm may act as a designated agent for the buyer in the sale of the SELLER'S Property;
  - (3) The supervising broker (or branch broker if applicable) will act as a transaction broker and will not advocate for the interests of either party and will not, without the prior consent of both parties, disclose any information or personal confidences about either party that might place the other party at an advantage in the transaction. The supervising broker (or branch broker if applicable) may appoint an affiliated real estate licensee to act in the transaction as a transaction broker;

- (4) If the designated agent for the SELLER is also the designated agent of a buyer who is interested in purchasing the SELLER'S Property, the designated agent cannot represent both the SELLER and the buyer. With the informed consent of both the buyer and SELLER, the designated agent may act as a transaction broker and assist the parties with the real estate transaction without being an agent or advocate for the interests of either party; and
- (5) If a buyer client of a designated agent wants to see a property that was personally listed by the supervising broker, the supervising broker, with the written consent of the SELLER, shall specifically designate an affiliated licensee who will act as a designated agent for the SELLER.

17. **TITLE EVIDENCE:** SELLER has been informed of the SELLER'S responsibility to provide the buyer of the Property with evidence of clear title to the Property as required by the purchase contract. SELLER authorizes the BROKER to order title evidence for the Property through Eland Title Co. LLC (name of the title insurance vendor). Title to the Property is vested in the name of Zeller Rentals LLC

18. **HOMEOWNERS' ASSOCIATION OR COMMON INTEREST COMMUNITY:**

- A. SELLER agrees, to the best of SELLER'S knowledge, to disclose whether the Property is subject to a homeowners' association or other common interest community for which the Property is subject to an assessment, fee or charge.
- To the best of the SELLER'S knowledge, there is no active homeowners' association or common interest community in the area for which the Property is subject to an assessment, fee or charge. SELLER has never been billed or paid any assessments, charges, dues or fees nor, to the best of SELLER'S knowledge, are there any such assessments, charges, dues or fees outstanding that could be placed as a lien on the Property.
- SELLER pays homeowners' association or common interest community assessments, charges, dues or fees in the amount of \$ \_\_\_\_\_ per \_\_\_\_\_ payable on a \_\_\_\_\_ monthly \_\_\_\_\_ quarterly \_\_\_\_\_ semi-annual \_\_\_\_\_ annual basis and said dues are paid in full through \_\_\_\_\_
- B. SELLER warrants that the SELLER does not have any knowledge of whether the Property is subject to a homeowners' association or other common interest community for which the Property is subject to an assessment, charge, dues or fee except as accurately and completely disclosed on the Seller's Residential Property Disclosure Statement. SELLER agrees to defend, indemnify and hold harmless BROKER and its agents, subagents, employees and independent contractors, from and against any and all claims, demands, suits, damages, losses or expenses (including any reasonable attorney fees) resulting from the information SELLER has given regarding homeowners' associations or common interest communities.

19. **HOME WARRANTY:** BROKER recommends that the SELLER purchase a home protection plan for the Property that may increase the marketability of the Property and reduce the SELLER'S risk. SELLER  agrees  Does not agree to purchase a home warranty plan from \_\_\_\_\_ at a cost not to exceed \$ \_\_\_\_\_ to be paid at closing. If SELLER agrees to purchase a home warranty plan, a separate application defining the coverage of the plan will be signed at the time this listing is executed and the real estate licensee may receive a fee from the home warranty company to cover the cost of administering and processing the plan.

20. **NOTICE TO SELLERS WHO ARE FOREIGN PERSONS:** A SELLER who is a foreign person should consult an attorney or accountant who is familiar with the Foreign Investment in Real Property Act before entering into negotiations for the sale of the Property.

21. **NON-ASSIGNMENT OF AGREEMENT:** SELLER and BROKER understand and agree that the relationship created by this Agreement is a personal one and that neither SELLER nor the BROKER shall have the right to assign this Agreement to third parties. Any attempted assignment shall be void and have no legal effect.

22. **ATTORNEYS' FEES:** In the event of litigation concerning the rights of the SELLER or BROKER pursuant to this Agreement, the SELLER and BROKER agree that the court shall award reasonable attorneys' fees and court costs to whichever party shall prevail in such action, to the extent allowed by law.

23. **LACK OF EXCLUSIVITY FOR BROKER:** SELLER acknowledges and agrees that BROKER may now or in the future represent other buyers and sellers of similar properties.

24. **ELECTRONIC SIGNATURES AND TRANSACTIONS:** SELLER and BROKER agree that this transaction may be conducted through electronic means according to the Kansas Uniform Electronic Transactions Act. However, the BROKER has no authority to enter into electronic agreements with other parties on behalf of the SELLER unless authorized to do so by a duly executed power of attorney.

25. **ACKNOWLEDGEMENT OF RECEIPT OF THE AGREEMENT:** SELLER hereby acknowledges and certifies that he or she has received, read and understood a copy of this Agreement.



26. ENTIRE AGREEMENT OF THE PARTIES: This Agreement constitutes the entire agreement between the parties. Any prior agreements pertaining thereto, whether oral or written, have been merged and integrated into this Agreement. There shall be no modification of any terms of this Agreement unless such modification has been agreed to in writing and signed by both parties.

27. FORM AGREEMENT AND RECOMMENDATIONS FOR INDEPENDENT LEGAL ADVICE: This Agreement has been approved as a form contract by the legal counsel of the Kansas Association of REALTORS® for exclusive use by its REALTOR® members. This is a legally binding contract when the BROKER and SELLER sign the Agreement. If not understood, the Kansas Association of REALTORS® and the BROKER recommend that the SELLER seek the advice of an attorney before signing the completed Agreement.

28. SPECIAL CONDITIONS, PROVISIONS OR TERMS:

CAREFULLY READ THE TERMS OF THIS AGREEMENT BEFORE SIGNING. WHEN SIGNED BY ALL PARTIES, THIS DOCUMENT BECOMES PART OF A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, CONSULT AN ATTORNEY BEFORE SIGNING.

*Sherry Mead*  
SELLER 2.3.24  
DATE

INTEGRITY REALTY LLC  
BROKER

*Darryl Eller*  
SELLER 2.3.24  
DATE

*Melanie Meitl* 2.3.24  
BROKER'S AFFILIATED LICENSEE OR REPRESENTATIVE DATE  
MELANIE MEITL

SELLER'S MAILING ADDRESS

195 N. FRANKLIN AVE.  
BROKER'S MAILING ADDRESS

SELLER'S CITY, STATE AND ZIP CODE

COLBY, KS 67701  
BROKER'S CITY, STATE AND ZIP CODE

*Sherry Mead = 785.443.2251*  
SELLER'S CONTACT TELEPHONE NUMBER

(785)443-0811  
BROKER'S CONTACT TELEPHONE NUMBER

*Darryl Eller = 785-458-9451*  
SELLER'S FAX NUMBER

BROKER'S FAX NUMBER

SELLER'S EMAIL ADDRESS

*melaniemeitl@aol.com*  
BROKER'S EMAIL ADDRESS



# REAL ESTATE BROKERAGE RELATIONSHIPS BROCHURE

Kansas law requires real estate licensees to provide the following information about brokerage relationships to prospective sellers and buyers at the first practical opportunity. This brochure is provided for informational purposes and does not create an obligation to use the broker's services.

**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.

**Duties and Obligations:** Agents and transaction brokers have duties and obligations under K.S.A. 58-30,100, 58-30,107, and 58-30,113, and amendments thereto. A summary of those duties are:

An Agent, either seller's agent or buyer's agent, is responsible for performing the following duties:

- promoting the interests of the client with the utmost good faith, loyalty, and fidelity
- protecting the client's confidences, unless disclosure is required
- presenting all offers in a timely manner
- advising the client to obtain expert advice
- accounting for all money and property received
- disclosing to the client all adverse material facts actually known by the agent
- disclosing to the other party all adverse material facts actually known by the agent

The transaction broker is responsible for performing the following duties:

- protecting the confidences of both parties
- exercising reasonable skill and care
- presenting all offers in a timely manner
- advising the parties regarding the transaction
- suggesting that the parties obtain expert advice
- accounting for all money and property received
- keeping the parties fully informed
- assisting the parties in closing the transaction
- disclosing to the parties all adverse material facts actually known by the transaction broker

Agents and Transaction Brokers have no duty to:

- conduct an independent inspection of the property for the benefit of any party
- conduct an independent investigation of the buyer's financial condition
- independently verify the accuracy or completeness of statements made by the seller, buyer, or any qualified third party.

**General Information:** Each real estate office has a supervising broker or branch broker who is responsible for the office and the affiliated licensees assigned to the office. Below are the names of the licensee providing this brochure, the supervising/branch broker, and the real estate company.

Melanie Meit  
Licensee

Melanie Meit  
Supervising/branch broker

Integrity Realty LLC  
Real estate company name approved by the commission

*Melanie Meit*  
Buyer/Seller Acknowledgement (not required)

Approved by the Kansas Real Estate Commission on October 10, 2017

BRRETA BROCHURE

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Kansas Association of REALTORS®

**Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards**

**Lead Warning Statement**

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

**Seller's Disclosure**

- (a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):
  - (i) Known lead-based paint and/or lead-based paint hazards are present in the housing (explain): \_\_\_\_\_
  - (ii)  Seller has no knowledge of lead-based paint and /or lead-based paint hazards in the housing.
- (b) Records and reports available to the seller (check (i) or (ii) below):
  - (i) Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below): \_\_\_\_\_
  - (ii)  Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

**Purchaser's Acknowledgment (initial)**

- (c) Purchaser has received copies of all information listed above.
- (d) Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home*.
- (e) Purchaser has (check (i) or (ii) below):
  - (i) \_\_\_\_\_ received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or
  - (ii) waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

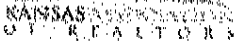
**Agent's Acknowledgment (initial)**

- (f) *MM* Agent has informed the seller of the seller's obligations under 42 U.S.C.4852(d) and is aware of his/her responsibility to ensure compliance.

**Certification of Accuracy**

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

<i>Sherry Mead</i>	Date	<i>Larry Zella</i>	Date	
	2.3.24		2.3.24	
Seller		Seller		
<hr/>				
	Date		Date	
<i>Melanie Meitl</i>	Date		Date	
Agent MELANIE MEITL	2.3.24	Agent		



### DISCLOSURE OF SELLER'S ESTIMATED CLOSING COSTS

Document updated:  
April 2014

Zeller Rentals LLC  
SELLER

620 S. Lincoln, Colby KS  
PROPERTY ADDRESS

4.1.24  
ESTIMATED CLOSING DATE

MELANIE WEITL, INTEGRITY REALTY LLC  
NAME OF REAL ESTATE LICENSEE ASSISTING THE SELLER

2.3.23  
DATE

SALES PRICE: \$ 65,000

TOTAL ESTIMATE OF CLOSING COSTS: \$ 7,025

Existing First Mortgage Loan Balance	\$	
Existing Second Mortgage Loan Balance	\$	
Amount of Other Encumbrances on the Property (i.e. judgments and liens)	\$	
Title Insurance Premiums	\$	575
Closing and Document Preparation Fees	\$	350
Real Estate Brokerage Fees	\$	3,900
BUYER'S Costs Paid by SELLER in Transaction	\$	
Loan Discount Points @ % of Mortgage Loan Amount	\$	
Loan Costs Prohibited to be Paid by BUYER on Certain Government Loans	\$	
Overnight Delivery of Documents	\$	
Home Warranty Plan	\$	
Property Inspection	\$	
Estimated Property Repairs	\$	
Wood Infestation Inspection	\$	50
Estimated Wood Infestation Treatment (only if inspection failed)	\$	2000
Sewage System/Water Inspection	\$	
Interest Proration: days @ \$ per day	\$	
Tax Proration: days @ \$ per day	\$	150
Other	\$	
Other	\$	

ESTIMATED NET PROCEEDS TO SELLER: \$ 57,975 (less: loan payoff)

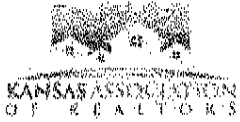
All information provided above is based on information provided by third parties and the BROKER does not warrant or guarantee the accuracy of any of the information contained in this Disclosure of SELLER'S Estimated Closing Costs. SELLER agrees that the estimates contained in this document cannot be relied upon by the SELLER in determining whether to purchase the Property.

*Sherry Mead*  
SELLER  
*Larry Bell*  
SELLER

2.3.24  
DATE  
2.3.24  
DATE

*Melanie Weitz*  
REAL ESTATE LICENSEE ASSISTING THE SELLER  
MELANIE WEITL, INTEGRITY REALTY LLC  
2.3.24  
DATE

Disclosure of SELLER'S Estimated Closing Costs



RESIDENTIAL REAL ESTATE CONTRACT

Document updated: April 2016

1. PARTIES: The parties to this Contract are: (Print Names and Indicate Marital Status)

SELLER: ZELLER RENTALS LLC

MARRIED

BUYER: MELANIE MEITL

MARRIED

2. EFFECTIVE DATE OF THE CONTRACT: The "Effective Date" of this Contract shall be the date of final acceptance by the last party to sign this Contract.

3. AGREEMENT TO SELL AND PROPERTY ADDRESS: BUYER agrees to purchase and SELLER agrees to sell the real property and the improvements on the Property (the "Property") commonly known as:

STREET ADDRESS: 470 AND 480 S. LINCOLN AVE.

CITY: COLEBY COUNTY: THOMAS STATE: KS ZIP CODE: 67701

LEGAL DESCRIPTION:

ALL OF LOTS 8, 9, AND 10, BLOCK 26, SOUTH PARK ANNEX TO SOUTH PARK ADDITION TO THE CITY OF COLEBY, KANSAS, AS SHOWN BY THE RECORDED PLAT THEROF.

4. PURCHASE PRICE OF THE PROPERTY: BUYER shall pay \$ 110,000.00 to the SELLER as the Purchase Price as consideration for the purchase of the Property in the manner as follows:

- A. EARNEST MONEY (See Section 9): \$ 1,000.00
B. NEW MORTGAGE (See Section 10): \$
C. OTHER FUNDS: \$
D. APPROXIMATE BALANCE DUE FROM BUYER at the time of Closing, excluding adjustments and prorations, financing as set forth in the Contract or the attached financing addendum, closing costs and any pre-paid expenses (if any). Amount shall be in the form of Cash, Certified, Cashier's Check or wired funds on the date of Closing. \$ 109,000.00
E. OTHER SELLER PAID COSTS IN ADDITION TO COSTS SPECIFIED ABOVE, SELLER agrees to pay BUYER'S other allowable closing costs or pre-paid expenses not to exceed (this amount shall: shall not include the amount of any title insurance charges and closing agent fees the SELLER has also agreed to pay under Sections 5 and 26 of this Contract); \$

5. CLOSING AND POSSESSION:

- A. Closing shall be completed on or before March 1, 2024 (the "Closing Date"). SELLER shall deliver possession of the Property to the BUYER on or before UPON CLOSING (the "Possession Date").
B. If the SELLER is unable to provide clear title to the Property on or before the Closing Date, but the clearing of the title is in process. BUYER and SELLER agree that the Closing Date shall be extended for a reasonable period of time not to exceed 30 calendar days. If closing is delayed through no fault of either party, BUYER and SELLER agree that the Closing Date shall be extended for a reasonable period of time not to exceed 30 calendar days.
C.  BUYER  SELLER  BUYER and SELLER equally shall pay any closing agent fees.

6. INCLUSIONS AND EXCLUSIONS FROM THE PROPERTY:

A. This Contract includes the real property described in this Contract, all existing improvements on the Property and any appurtenances, equipment or fixtures that are bolted, buried, glued, nailed, screwed or otherwise permanently affixed to the real property or any existing improvements on the Property. This includes the following (if present on the Property): attic and ceiling fans; bathroom mirrors (attached and unattached); burglary, fire and smoke detection systems (if owned); central air conditioning; central vacuum and attachments; curtain and drapery rods (if attached); fences; fireplace doors and screens (if attached); floor coverings (if attached); flowers, shrubs and trees; garage door openers (and remote transmitters); gas heaters, gas logs and fireplace grates; heating and plumbing equipment (and fixtures); humidifiers (if attached); installed water well pumps; keys to all doors; kitchen appliances (built-in), lighting and light fixtures; mailboxes; other mirrors (if attached); outside cooking units (if attached); owned butane and propane tanks; rural water certificates and meters; screens; shelves (if attached); shutters; soft water conditioner (if owned); storm doors, screens and windows; swimming pool and all pool equipment; television antennas (if attached and excluding satellite dishes); sprinkler systems and controls; window air conditioning units; and window coverings and components.

BUYER'S INITIALS: [Signature]
SELLER'S INITIALS: [Signature]

B. The following items are also included in the sale and are considered to be a part of the Property under this Contract:

~~470-REFRIGERATOR, STOVE, WASHER, DRYER, WINDOW A/C UNIT~~  
~~480-REFRIGERATOR, STOVE, WASHER, DRYER~~

*SAM [Signature]*

C. The following items are not included in the sale and are excluded from the Property under this Contract:

D. BUYER and SELLER agree that this Contract shall be the sole determinant of the property that is transferred pursuant to this Contract. BUYER and SELLER agree that the description of the Property in this Contract supersedes any descriptions of the Property found in the multiple listing service (MLS), Residential Property Disclosure Statement and any other promotional materials used to market the Property.

7. PERSONAL PROPERTY: Personal property is  included  not included in the sale of the Property. If personal property is included, please specify below:

8.  CONTINGENCY FOR CLOSING OF BUYER'S PROPERTY: (Section must be checked if applicable)

A. This Contract is contingent upon the closing of the BUYER'S property located at the following address:

B. If this section is checked, the Contingency for Closing of Buyer's Property Addendum must be completed and signed by both parties as an addendum to this Contract.

9. EARNEST MONEY:

A. BUYER agrees to deposit \$ 1,000.00 as Earnest Money in the form of  Cash  Personal Check  Money Order  Cashier's Check  Other with ELAND TITLE CO, LLC (the name of the earnest money holder)

as a guarantee that the BUYER shall fulfill the terms and conditions of this Contract.

B. BUYER acknowledges that the Earnest Money shall be deposited within five business days after this Contract is signed by all parties. BUYER agrees and acknowledges that these funds may be deposited into an interest-bearing account and that the Escrow Agent or Listing Broker has the right to retain all interest earned on the funds. BUYER agrees and acknowledges that BUYER is not entitled to any interest on the Earnest Money.

C. In the event that the BUYER fails for any reason to fulfill any of the BUYER'S obligations under this Contract, SELLER may at the SELLER'S option cancel this Contract and, upon the cancellation of this Contract by the SELLER, the Earnest Money shall become the sole property of the SELLER. In the event that the Earnest Money is forfeited by the BUYER as stated in this subsection, all expenses of the sale incurred by the BUYER, SELLER and any real estate licensees involved in the transaction as of the date of cancellation or default, including but not limited to appraisals, credit reports, inspections, repairs, surveys and title insurance, shall be paid prior to any remaining funds from the forfeited Earnest Money being released to the SELLER.

D. If either the BUYER or SELLER cancels this Contract as provided under one of the provisions concerning appraisals, financing, inspections, liens or title evidence contained in this Contract, BUYER'S Earnest Money shall be returned to the BUYER. In the event that the Earnest Money is returned to the BUYER under this subsection, all expenses of this transaction incurred by the BUYER, SELLER and any real estate licensees involved in the transaction as of the date of cancellation, including but not limited to appraisals, credit reports, inspections, repairs, surveys and title insurance, shall be deducted from the Earnest Money and paid prior to the release of the remaining funds to the BUYER.

E. In the event that the SELLER is unable to provide merchantable title to the Property or otherwise defaults on the SELLER'S obligations under this Contract, the Earnest Money shall be returned in full to the BUYER.

F. In the event that the Earnest Money is either forfeited to the SELLER or returned to the BUYER, BUYER and SELLER shall both have the option of seeking specific performance of this Contract or any other applicable legal or equitable relief.

G. Notwithstanding any other terms or conditions of this Contract regarding the distribution of the Earnest Money deposit, the BUYER and SELLER understand that applicable Kansas law prohibits the Listing Broker or Escrow Agent from distributing the Earnest Money deposit without the consent of all parties to this Contract. Pursuant to K.S.A. 58-3061(g), the Listing Broker can only disburse Earnest Money under the following conditions: (1) pursuant to a written authorization of both the BUYER and SELLER; (2) pursuant to a court order; or (3) upon the closing of the transaction according to the agreement of the parties.

BUYER'S INITIALS *[Signature]*  
SELLER'S INITIALS *SAM [Signature]*

H. BUYER and SELLER agree that the failure to either (1) respond in writing to a certified letter from the Listing Broker within seven (7) calendar days of receiving the letter or (2) make written demand for return or forfeiture of any Earnest Money deposit within thirty (30) calendar days of notice of cancellation of this Contract shall constitute consent to the distribution of the Earnest Money deposit as suggested in any such certified letter or as demanded by the other party to this Contract. If a dispute arises over the disposition of funds or documents deposited with the Listing Broker or Escrow Agent, BUYER and SELLER agree that any attorneys' fees, court costs or any other legal expenses incurred by the Listing Broker or Escrow Agent in connection with such dispute shall be reimbursed from the Earnest Money or other funds deposited with the Listing Broker or Escrow Agent.

10.  NEW MORTGAGE FINANCING CONTINGENCY (Section must be checked if applicable):

- A. This Contract shall be contingent upon the BUYER obtaining mortgage financing to purchase the Property. BUYER will obtain a mortgage loan in the principal amount of \$ \_\_\_\_\_ plus financed mortgage insurance premiums (if any) at an initial rate not to exceed \_\_\_\_\_ % for a term of not more than \_\_\_\_\_ years.
- B. BUYER shall complete a written application for the mortgage loan and pay the fees required by the mortgage lender within \_\_\_\_\_ calendar days (15 if left blank) after the Effective Date of this Contract.
- C. BUYER agrees to make a good faith effort to obtain a commitment for the mortgage loan within \_\_\_\_\_ calendar days (45 if left blank) after the Effective Date of this Contract or by the Closing Date, whichever is earlier. In the event that the BUYER is unable to obtain a financing commitment within the time frame specified in this subsection, the BUYER shall notify the SELLER or the real estate licensee assisting the SELLER in writing and, if requested by the SELLER or the real estate licensee assisting the SELLER, provide satisfactory written evidence of rejection.
- D. Once the SELLER has received the required written notice that the BUYER has been unable to obtain a commitment for a mortgage loan and the SELLER cannot or elects not to assist the BUYER in obtaining the required mortgage financing, this Contract shall be cancelled and the Earnest Money and all refundable deposits paid by the BUYER pursuant to this Contract shall be refunded to the BUYER subject to the terms and conditions contained in this Contract.

11.  APPRAISED VALUE CONTINGENCY (Section must be checked if applicable):

- A. When the purchase of the Property is not contingent upon the BUYER obtaining new mortgage financing under this Contract, the BUYER may obtain at BUYER'S sole expense an appraisal of the value of the Property by an independent licensed real estate appraiser within \_\_\_\_\_ calendar days (ten if left blank) after the Effective Date of this Contract.
- B. Notwithstanding any other terms and conditions of this Contract, if the final appraised value of the Property as determined by the BUYER'S appraiser is not equal to or greater than the Purchase Price, the BUYER may send a written notice informing SELLER of the BUYER'S request to renegotiate the Purchase Price under this Contract. This written notice shall contain a complete copy of the appraisal report prepared by the BUYER'S appraiser.
- C. Within five (5) business days after the SELLER'S receipt of the BUYER'S written request for the renegotiation of the Purchase Price under this Contract, BUYER and SELLER may keep the Contract in effect by agreeing to a Purchase Price that is agreeable to both the BUYER and SELLER and signing an addendum to the Contract containing the agreed upon Purchase Price.
- D. If BUYER and SELLER cannot agree in writing to a Purchase Price that is agreeable to both parties within the time frame allowed under this section, this Contract shall be cancelled and the BUYER'S Earnest Money and any additional deposits shall be returned to the BUYER subject to the provisions of this Contract.

12. CONDITION OF PROPERTY:

- This Contract shall be contingent upon the SELLER'S completion of and the BUYER'S signature on the Residential Property Disclosure Statement (the "Statement"). In the event that the BUYER fails to sign and accept the Property with the defects disclosed in the Statement, this Contract shall be cancelled and any Earnest Money shall be returned to the BUYER subject to the provisions of this Contract. SELLER affirms that the information contained in the Statement is correct as of the Effective Date of this Contract.
- This Contract shall not be contingent upon the SELLER'S completion of and the BUYER'S signature on the Residential Property Disclosure Statement. SELLER agrees and acknowledges that this does not relieve the SELLER of the obligation to disclose all material facts actually known about the condition of the Property to the BUYER.

13. INTERIM MAINTENANCE OF PROPERTY AND UTILITIES:

- A. Unless otherwise agreed in writing, SELLER agrees to leave all utilities on until the Possession Date. SELLER shall advise utility companies to read meters on the Possession Date for final billing purposes and to leave all utilities on until the BUYER takes possession under this Contract.

BUYER'S INITIALS  
SELLER'S INITIALS

*MM*  
*SAM* *[Signature]*

- B. SELLER shall maintain the Property in its present condition through the Possession Date with the exclusion of reasonable wear and tear to the Property. SELLER agrees to perform ordinary and necessary maintenance, repair and upkeep to the Property until the Possession Date.
- C. Unless otherwise agreed in writing, SELLER shall remove all of the SELLER'S possessions and all debris and trash from the Property and SELLER shall clean the Property prior to the delivery of possession of the Property to the BUYER.

**14. CASUALTY LOSS:**

- A. If the improvements on the Property are damaged or destroyed by fire or other casualty after the Effective Date of this Contract and prior to the Closing Date, SELLER shall notify the BUYER within 24 hours (24 if left blank) of such damage.
- B. If the Property has been damaged or destroyed, SELLER shall repair the damage done and restore the Property to its current condition prior to the Closing Date. If the repair or restoration cannot be completed prior to the Closing Date, BUYER and SELLER shall agree in writing to one of the following options to complete the repair or restoration of the Property:
  - (1) The Closing Date will be extended until the completion of the repair or restoration of the Property;
  - (2) BUYER shall agree to accept the Property "AS IS" in its damaged or destroyed condition and the SELLER shall assign and transfer all insurance deductibles and proceeds to the BUYER;
  - (3) With the consent of the BUYER'S mortgage lender (if applicable), the SELLER shall place 150% of the estimated repair or restoration costs into escrow until the repair or restoration is completed and any funds remaining after full payment for the repair or restoration shall be remitted to the SELLER following the completion of the repair or restoration; or
  - (4) If SELLER elects not to repair or restore the Property, the BUYER may cancel this Contract within 10 calendar days (ten if left blank) of the BUYER'S receipt of written notification of the damage. In the event that the Earnest Money is returned to the BUYER under this subsection, all expenses of this transaction incurred by the BUYER, SELLER and any real estate licensees involved in the transaction as of the date of cancellation, including but not limited to appraisals, credit reports, inspections, repairs, surveys and title insurance, shall be deducted from the Earnest Money and paid prior to the release of the remaining funds to the BUYER.

**15. INSURANCE COVERAGE ON THE PROPERTY:**

- A. SELLER shall maintain current property insurance coverage on the Property until the Closing Date. If BUYER takes possession of the Property prior to the Closing Date, BUYER shall secure insurance coverage for the BUYER'S personal property that is effective on or before the Possession Date.
- B. At closing, the BUYER shall furnish the property insurance coverage necessary for the protection of the instrument holders and containing loss clauses in favor of the instrument holders as their interests may appear. If required and so specified, the property insurance coverage shall be held by the instrument holders or escrow agent until the lien is paid in full.
- C. If required by the mortgage lender, BUYER agrees to purchase a flood insurance policy to insure the Property against flood damage.

**16. HOME WARRANTY PLAN (Section must be checked if applicable):**

- A.  BUYER  SELLER  BUYER and SELLER equally agree to purchase a home warranty plan, with the cost of the plan to be paid at closing, from \_\_\_\_\_ (vendor) at a cost not to exceed \$ \_\_\_\_\_ with a per claim deductible of no more than \$ \_\_\_\_\_.
- B. A home warranty plan is a limited service contract covering the repair or restoration of the working components of the Property for a specified period of time from the Closing Date, subject to the terms and conditions of the individual plan. Home warranty plans may not cover pre-existing conditions and are not a substitute for inspections.

**17. PAYMENT OF HOMEOWNERS' ASSOCIATION CHARGES, SPECIAL ASSESSMENTS AND TAXES:**

- A. SELLER represents and warrants that all of the homeowners' association charges, special assessments, real estate taxes and any other contractual obligations of the SELLER to be assumed by the BUYER that are currently due and payable for years prior to the current calendar year shall be paid by the SELLER prior to closing.
- B. BUYER and SELLER agree that all of the homeowners' association charges, special assessments, real estate taxes and any other contractual obligations of the SELLER to be assumed by the BUYER that become due and accrue during the calendar year in which the SELLER'S warranty deed is delivered shall be paid by  BUYER  SELLER  prorated between the BUYER and SELLER on the Closing Date.
- C. If the amount of any homeowners' association charges, special assessments, real estate taxes and any other contractual obligations of the SELLER to be assumed by the BUYER cannot be ascertained from the public record for the calendar year in which the SELLER'S warranty deed is delivered, BUYER and SELLER agree that the amount of the item for the preceding year shall be used to calculate the current calendar year's amount.

BUYER'S INITIALS *MM*  
SELLER'S INITIALS *SAW*



- D. BUYER and SELLER agree that if the Property has been reappraised or reclassified within the preceding year and the actual real estate taxes based on the new value are not available, BUYER and SELLER shall agree to a reasonable estimation of the current year's real estate taxes based on the information available on the Closing Date.
- E. BUYER acknowledges that the assessed valuation, classification, mill levy and real estate taxes may change from year to year during the BUYER'S ownership of the Property and that any periodic reappraisal required by law may result in a change (and a potential increase) of the real estate taxes due on the Property.
- F. SELLER warrants that the SELLER does not have any knowledge of any easements or sewer, street or other proposed special assessments except as accurately and completely disclosed on the Residential Property Disclosure Statement or the Special Assessment Disclosure Addendum. BUYER and SELLER agree to hold harmless any real estate licensees involved in this transaction and their agents, sub-agents, employees and independent contractors, from and against any and all actions, claims, damages, demands, expenses, losses or suits (including reasonable attorneys' fees) resulting from the information the SELLER has given regarding any easements or sewer, street or other proposed special assessments on the Property.

#### 18. HOMEOWNERS' ASSOCIATION OR COMMON INTEREST COMMUNITY:

- A. SELLER agrees to disclose, to the best of his or her knowledge, whether the Property is subject to a homeowners' association or other common interest community and whether the Property is subject to any assessments, charges, dues or fees.
- B. To the best of the SELLER'S knowledge:
- There is no active homeowners' association or common interest community in the area and the Property is not subject to any assessments, charges, dues or fees. SELLER has never been billed or paid any assessments, charges, dues or fees for the Property and, to the best of the SELLER'S knowledge, there are no such assessments, charges, dues or fees outstanding on the Property that might form the basis of a lien imposed upon the Property.
- SELLER discloses and BUYER acknowledges that the Property is subject to a homeowners' association or other common interest community and that an assessment, charge, dues or fee shall be assessed against the Property in the amount of \$ \_\_\_\_\_ per  month  quarter  year and are subject to adjustment at the sole discretion of the homeowners' association or common interest community. SELLER agrees to provide a current copy of any bylaws, declarations, covenants and rules and regulations of the homeowners' association or common interest community to the BUYER prior to the Closing Date.
- C. SELLER warrants that the SELLER has no knowledge of whether the Property is subject to a homeowners' association or other common interest community for which the Property shall be subject to any assessments, charges, dues or fees except as accurately and completely disclosed in this Contract or any addendums to this Contract. SELLER agrees to defend, indemnify and hold the BUYER harmless from and against any and all actions, claims, damages, demands, expenses, losses or suits (including reasonable attorneys' fees) resulting from an obligation for payment of any assessments, charges, dues or fees to any homeowners' association or common interest community that were due prior to the Closing Date.
- D. BUYER and SELLER agree to defend, indemnify and hold harmless any real estate licensees involved in this transaction and their agents, sub-agents, employees and independent contractors from and against any and all actions, claims, damages, demands, expenses, losses or suits (including reasonable attorneys' fees) resulting from the information the SELLER has provided to the BUYER regarding homeowners' associations or other common interest communities.

#### 19. SURVEY OF THE PROPERTY:

- A. BUYER and SELLER agree that:
- (1)  A "staked" boundary survey of the Property shall be obtained at the  BUYER'S expense  SELLER'S expense  divided equally between the BUYER'S and SELLER'S expense; or
- (2)  No "staked" boundary survey will be performed as part of this Contract.
- B. BUYER understands that the lender may order a survey called a "Mortgagee Title Inspection" on the Property, which does not include the staking of property corners. BUYER is also aware that title insurance may not cover survey-related issues, even if a recent survey has been completed. The title policy furnished to the BUYER under this Contract will contain a survey exception under Schedule B unless the BUYER provides a boundary survey to the title company at the BUYER'S expense.
- C. BUYER and SELLER agree to defend, indemnify and hold harmless any real estate licensees involved in this transaction and their agents, sub-agents, employees and independent contractors from and against any and all actions, claims, damages, demands, expenses, losses or suits (including reasonable attorneys' fees) relating to any acreage matters, boundary line disputes, defects, encroachments, overlaps or other matters that would have been disclosed or discovered by a survey.
- D. SELLER represents and warrants that there is ingress and egress to the Property.

BUYER'S INITIALS

SELLER'S INITIALS

MM  
SAM 24

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20. LIENS ON THE PROPERTY:

- A. SELLER represents and warrants that there are no unpaid chattel mortgages, conditional sales contracts, financing statements or security agreements (whether recorded or not) affecting any fixture, portion of the Property or item of personal property included in the sale of the Property under this Contract.
- B. BUYER and SELLER agree that any existing liens on the Property that the SELLER is required to remove under this Contract may be paid and discharged from the SELLER'S proceeds at closing.
- C. SELLER shall indemnify and hold BUYER harmless from any obligation for payment of any amounts by reason of any liens on the Property that accrued prior to the closing of this Contract.
- D. BUYER and SELLER agree to defend, indemnify and hold harmless any real estate licensees involved in this transaction and their agents, sub-agents, employees and independent contractors from and against any and all actions, claims, damages, demands, expenses, losses or suits (including reasonable attorneys' fees) resulting from any unpaid chattel mortgages, conditional sales contracts, financing statement, liens or security agreements on the Property or any personal property included in the sale of the Property under this Contract.

21. INSPECTIONS OF THE PROPERTY:

- A. Subject to any inspections permitted by this Contract and the potential cancellation of the Contract due to the discovery of Unacceptable Conditions contained in this section, BUYER AGREES TO PURCHASE AND ACCEPT THE PROPERTY AS IS IN ITS CURRENT CONDITION ONLY, WITHOUT GUARANTEES, REPRESENTATIONS OR WARRANTIES OF ANY KIND BY THE SELLER OR ANY REAL ESTATE LICENSEES INVOLVED IN THIS TRANSACTION CONCERNING THE CONDITION OR VALUE OF THE PROPERTY. This shall not be deemed to be a waiver or modification of any implied warranties that may exist.
- B. BUYER is STRONGLY ADVISED to seek expert advice and conduct or obtain inspections to determine if damages, defects or hazards exist in and on the Property. If inspections are not performed on all or part of the Property, BUYER shall be bound by whatever information an inspection would have revealed and waives any cause of action, claim or right relating to or arising from any condition of the Property that would have been apparent had inspections been performed.
- C. BUYER shall  carefully inspect the Property  waive the right to conduct due diligence and conduct or obtain inspections on the Property. BUYER agrees that the BUYER was given the right to conduct due diligence and conduct or obtain inspections on the Property and that any inspections not conducted or obtained were waived by the BUYER. BUYER and SELLER agree that all optional inspections below that are checked shall be included in the terms and conditions of this Contract and inspections that are not checked shall not be part of this Contract.

MM  
BUYER'S INITIALS

\_\_\_\_\_  
BUYER'S INITIALS

(BUYER(S) MUST INITIAL THESE BLANKS)

- D. BUYER may conduct and obtain any inspections or re-inspections on the Property desired by the BUYER at BUYER'S sole expense. Unless otherwise specified in this Contract, a qualified professional shall complete all of the inspections desired by the BUYER within 10 calendar days (ten if left blank) after the Effective Date of this Contract.
- E. SELLER agrees to provide BUYER and any qualified professionals engaged by the BUYER with reasonable access to the Property to conduct inspections, re-inspections, inspections of any corrective measures completed by the SELLER and final walk-throughs prior to closing. BUYER shall be responsible for and pay for any damage to the Property resulting from any inspections conducted or obtained by the BUYER.
- F. If an inspection conducted or obtained by the BUYER reveals Unacceptable Conditions, BUYER shall provide a copy of the written inspection report to the SELLER and the real estate licensees assisting the SELLER within 10 (ten if left blank) calendar days after the Effective Date of this Contract. An "Unacceptable Condition" means any condition identified in a written inspection report prepared by an independent qualified professional that is unacceptable to the BUYER. BUYER and SELLER agree to provide all written inspection reports to all real estate licensees involved in this transaction.
- G. Upon the receipt of the written inspection report identifying the Unacceptable Conditions, SELLER agrees to complete or pay for the remediation or repair of any Unacceptable Conditions identified by the BUYER, provided that the total cost for all remediation or repairs resulting from the Unacceptable Conditions does not exceed \$ ZERO (zero if left blank).
- H. If the costs of the remediation or repair for Unacceptable Conditions exceed the amount specified above, BUYER and SELLER shall agree in writing whether the BUYER, SELLER or both parties shall pay and in what amounts for the excess costs for remediation or repair of the Unacceptable Conditions. If the BUYER and SELLER cannot agree on the payment of the excess costs to remediate or repair the Unacceptable Conditions identified by the BUYER, this Contract shall be cancelled and any Earnest Money shall be returned to the BUYER subject to the provisions of this Contract.

BUYER'S INITIALS  
SELLER'S INITIALS

MM  
SAM

I. BUYER agrees and acknowledges that no important representations of the SELLER or any real estate licensees involved in this transaction concerning the condition of the Property are being relied upon by the BUYER except as disclosed as follows:

N/A

J. BUYER and SELLER agree that any real estate licensees involved in this transaction are not experts regarding whether any unacceptable property conditions exist in and on the Property. BUYER and SELLER agree to defend, indemnify and hold harmless any real estate licensees involved in this transaction and their agents, sub-agents, employees and independent contractors from and against any and all actions, claims, damages, demands, expenses, liabilities, losses or suits (including reasonable attorneys' fees) arising out of the discovery of property defects or unacceptable property conditions in the Property, unless the real estate licensees had actual knowledge of the conditions prior to the closing of this Contract and failed to disclose this information to the parties.

K. BUYER and SELLER jointly and severally agree to defend, indemnify and hold harmless any real estate licensees involved in this transaction and their agents, sub-agents, employees and independent contractors from and against any and all actions, claims, damages, demands, expenses, liabilities, losses or suits (including reasonable attorneys' fees and professional fees) incurred in connection with any preventative, remedial or other cleanup action necessary to comply with all applicable federal, state and local environmental laws, rules, regulations and ordinances. SELLER warrants that to the best of SELLER'S knowledge and belief after due inquiry, the Property complies with and that SELLER is not in violation of and has not violated any applicable federal, state and local environmental laws, rules, regulations or ordinances.

L.  LEAD-BASED PAINT INSPECTIONS: (Section must be checked if applicable)

(1) BUYER and SELLER agree that this Contract is contingent upon a risk assessment or inspection of the Property for the presence of lead-based paint hazards at the BUYER'S expense until 9:00 PM on the \_\_\_\_\_ calendar day after the Effective Date of this Contract. This contingency shall terminate at the above time unless the BUYER or the real estate licensee assisting the BUYER delivers a written contract addendum listing the specific existing deficiencies and corrections needed on the Property along with a copy of the inspection or risk assessment report to the SELLER or the real estate licensee assisting the SELLER. BUYER and SELLER acknowledge and agree that, as required by federal law for all properties constructed prior to 1978, the separate Lead-Based Paint Disclosure Form has been completed and signed by all the parties to this Contract.

(2) Within \_\_\_\_\_ calendar days (seven if left blank) after the receipt of the addendum, the SELLER may elect in writing whether to correct the conditions identified in the addendum. If the SELLER agrees to correct the conditions identified in the addendum, SELLER shall furnish the BUYER with a certification from a risk assessor or inspector demonstrating that the conditions have been remedied prior to the Closing Date. If the SELLER elects to not agree to repair all of the conditions identified in the BUYER'S addendum, BUYER shall have \_\_\_\_\_ calendar days (seven if left blank) to respond to this counter-offer by removing the contingency and taking possession of the Property in an "AS IS" condition with no correction of the conditions identified in the addendum.

(3) Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including hearing disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspection in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase. Intact lead-based paint that is in good condition is not necessarily a hazard. See EPA pamphlet "Protect Your Family from Lead in Your Home" for more information.

M.  WOOD INFESTATION INSPECTIONS: (Section must be checked if applicable)

(1)  BUYER may at BUYER'S expense  SELLER may at SELLER'S expense arrange for a certified pest control professional to inspect the Property (unless the SELLER is required to pay for the inspection pursuant to Department of Veterans Affairs regulations) to determine the potential presence of wood destroying insects in all improvements on the Property.

(2) If the written inspection report of the certified pest control professional reveals evidence of active infestation or if the certified pest control professional determines that the treatment of inactive infestation or removal of debris is necessary,  BUYER  SELLER agrees to pay for all treatment of the Property by a certified pest control professional provided that the total cost of all treatment does not exceed \$ 2,000.00 (zero if left blank).

BUYER'S INITIALS  
SELLER'S INITIALS

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*SM*

- (3) If the costs of the treatment exceed the amount specified above, BUYER and SELLER shall agree in writing whether the BUYER, SELLER or both parties shall pay and in what amounts for the excess costs. If the BUYER and SELLER cannot agree on the payment of the excess costs, this Contract shall be cancelled and any Earnest Money shall be returned to the BUYER subject to the provisions of this Contract.
- (4) If treatment is required and conducted for BUYER at the SELLER'S expense, SELLER agrees to provide the BUYER with a certificate and BUYER agrees to accept the certificate verifying that treatment was completed by a certified pest control professional of  BUYER'S  SELLER'S choice.
- (5) Any inspection and treatment under this subsection shall be completed no earlier than 30 calendar days (30 if left blank) prior to the Closing Date. BUYER and SELLER agrees that any damages or repairs related to wood destroying insect infestations are Unacceptable Conditions and shall be subject to the provisions pertaining to the remediation and repair of Unacceptable Conditions.

N.  SEPTIC INSPECTIONS: (Section must be checked if applicable)

- (1)  BUYER may at BUYER'S expense  SELLER may at SELLER'S expense arrange for an inspection of the private wastewater disposal, lagoon or septic system on the Property. If the written inspection report shows that the private wastewater disposal, lagoon or septic system has deficiencies,  BUYER  SELLER shall pay for all remediation and repairs necessary to correct the deficiencies identified in the written inspection report provided that the total cost for all remediation and repairs does not exceed \$ \_\_\_\_\_ (zero if left blank).
- (2) If the costs of the remediation and repairs exceed the amount specified above, BUYER and SELLER shall agree in writing whether the BUYER, SELLER or both parties shall pay and in what amounts for the excess costs. If the BUYER and SELLER cannot agree on the payment of the excess costs, this Contract shall be cancelled and any Earnest Money shall be returned to the BUYER subject to the provisions of this Contract.

22. POTENTIAL PROXIMITY OF REGISTERED OFFENDERS TO PROPERTY:

- A. Kansas state 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://www.kansas.gov/kbi> or by contacting the local sheriff's office.
- B. BUYER and SELLER agree that any real estate licensees involved in this transaction owe no duty or obligation to the BUYER to conduct an independent investigation as to the potential proximity of registered offenders to the Property. BUYER and SELLER agree to defend, indemnify and hold harmless any real estate licensees involved in this transaction and their agents, sub-agents, employees and independent contractors from and against any and all actions, claims, damages, demands, expenses, liabilities, losses or suits (including reasonable attorneys' fees) arising out of the discovery of registered offenders residing within relative proximity to the Property.

23. RADON GAS NOTICE:

- A. 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 (KDHE) recommends that 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 easily be reduced by a radon mitigation technician. For additional information, go to <http://www.kansasradonprogram.org/>.
- B. BUYER understands that neither the SELLER nor any real estate licensees involved in this transaction have made any investigation to determine whether there is or will be radon gas in the Property. Neither the SELLER nor any real estate licensees involved in this transaction make any representations or warranties as to the presence or lack of radon gas in the Property or as to the effect of radon gas or any such condition on the Property on the occupants of the Property. BUYER may, at BUYER'S sole expense, conduct an inspection to determine whether radon gas is present in the Property.
- C. BUYER and SELLER agree to defend, indemnify and hold harmless any real estate licensees involved in this transaction and their agents, sub-agents, employees and independent contractors from and against any and all actions, claims, damages, demands, expenses, liabilities, losses or suits (including reasonable attorneys' fees) arising out of any radon gas in the Property.

BUYER'S INITIALS  
SELLER'S INITIALS

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*SKM*

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**24. POTENTIAL PRESENCE OF PROPERTY IN FLOOD PLAIN:**

- A. On a regular basis, the Federal Emergency Management Agency (FEMA) and the United States Corps of Engineers publish updates to flood maps and levee protection systems. As part of these updates, properties that have historically not been included in any special flood hazard areas may, due to changes in mapping or flood protection, become subject to federal flood insurance requirements. If you as the BUYER desire more information on whether the Property is included in a special flood hazard area or an area of flood risk, you may find and review information on this issue at <http://msc.fema.gov/>, <http://www.floodsmart.gov/> and other information may be available through local government planning and zoning offices.
- B. BUYER and SELLER agree that any real estate licensees involved in this transaction owe no duty or obligation to the BUYER to conduct an independent investigation as to the flood hazard status of the Property. BUYER and SELLER agree to defend, indemnify and hold harmless any real estate licensees involved in this transaction and their agents, sub-agents, employees and independent contractors from and against any and all actions, claims, damages, demands, expenses, liabilities, losses or suits (including reasonable attorneys' fees) arising out of the flood hazard status of the Property.

**25. DELIVERY OF THE DEED:**

- A. On or before the Closing Date, SELLER shall execute and deliver a warranty deed and all other documents and funds reasonably necessary to complete the closing of this Contract. The warranty deed shall convey a marketable fee simple title to the Property free and clear of all liens and encumbrances to the BUYER, except as provided otherwise in this Contract.
- B. BUYER agrees and acknowledges that the purchase of the Property is subject to any building setback requirements, covenants, declarations, easements, restrictions, rights-of-way, special assessments, taxes and assessments and zoning laws and any other items contained in this Contract or that are discoverable in a search of public records.
- C. On or before the Closing Date, BUYER and SELLER agree to deliver to the closing agent a cashier's check or other certified funds sufficient to satisfy their respective obligations under this Contract. SELLER acknowledges that the disbursement of the proceeds may be made after the warranty deed, instrument of conveyance, mortgage or deed of trust has been recorded.

**26. TITLE EVIDENCE:**

- A. At least three calendar days prior to the Closing Date, SELLER shall cause to be furnished to the BUYER a title insurance company's written commitment "title binder" to issue after closing a title insurance policy in an amount equal to the full Purchase Price naming the BUYER as the insured. A copy of the title binder shall be furnished to the mortgage lender and the BUYER'S attorney (if any) as promptly as possible. BUYER agrees and acknowledges that the SELLER may receive a BUILDER'S discount on the title insurance policy.
- B. The title binder shall show marketable title vested in the SELLER, subject to the following:
- (1) Easements, mineral rights and reservations of record, encroachments that would be disclosed by a survey, rights-of-way of record, trees, plantings and fences on the Property;
  - (2) Restrictions and protective covenants of record, provided that no forfeiture provisions are contained therein;
  - (3) Un-matured special assessments, zoning laws, ordinances and regulations;
  - (4) Rights of tenants in possession;
  - (5) Liens (if any) described herein; and
  - (6) Those exceptions that are standard in the title company's Form B as specified therein.
- C.  BUYER  SELLER  BUYER and SELLER equally shall pay for any lender's/mortgagee's/instrument holder's title insurance coverage. SELLER shall be responsible to use due diligence to resolve any title defects at the SELLER'S expense subject to the foregoing exceptions.
- D.  BUYER  SELLER  BUYER and SELLER equally shall pay for any owner's title insurance coverage. SELLER shall be responsible to use due diligence to resolve any title defects at the SELLER'S expense subject to the foregoing exceptions.
- E. In the event that the SELLER is unable to furnish marketable title subject to the foregoing exceptions and this Contract is cancelled due to this inability to furnish marketable title, the Earnest Money shall be refunded promptly to the BUYER subject to the provisions of this Contract and the SELLER shall reimburse to the BUYER the cost of the BUYER'S accrued loan costs, attorney's fees for examining title and title insurance cancellation fees and all parties shall be released from any further liability under this Contract.

**27. NOTICES:**

- A. Any notice required under the terms and conditions of this Contract shall be delivered by electronic mail, facsimile, in-person, private delivery service or the United States Postal Service.
- B. The mailing address for the delivery of any notices under this Contract to any party shall be the mailing address referenced in this Contract, unless the party specifically requests in writing that a different mailing address be used to deliver notices under this Contract.

BUYER'S INITIALS

SELLER'S INITIALS

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*SM*

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C. The notice shall be deemed to be delivered upon the date of receipt. Delivery to a real estate licensee working with the party shall be treated as the same as delivery to the party.

**28. DEFAULT AND REMEDIES:**

A. A party (either the BUYER or SELLER) to this Contract shall be in default under this Contract when the party fails to comply with any material condition, term or obligation of the Contract in the time period required by the Contract. Upon default, the parties shall have the remedies set forth below:

- (1) Upon default by the SELLER, BUYER may seek to: (1) have the Contract specifically enforced and recover any damages caused by the SELLER'S delay in performing the Contract; or (2) terminate the Contract and, if the BUYER chooses, pursue any damages the BUYER incurred as a result of the SELLER'S breach of the Contract. If the contract is terminated, the Earnest Money will be distributed under the provisions of this Contract.
- (2) Upon default by the BUYER, SELLER may seek to: (1) have the Contract specifically enforced and recover any damages caused by the BUYER'S delay in performing the Contract; or (2) terminate the Contract and, if the SELLER chooses, pursue any damages the SELLER incurred as a result of the BUYER'S breach of the Contract. If the contract is terminated, the Earnest Money will be distributed under the provisions of this Contract.

B. If upon default either the BUYER or SELLER determines to pursue the BUYER'S or SELLER'S remedies and the non-defaulting party is successful in enforcing his or her remedy, unless otherwise provided by law, the defaulting party on the Contract will pay the non-defaulting party's attorneys' fees, costs and any other expenses incurred in enforcing the non-defaulting party's remedy against the defaulting party.

**29. CONTRACT BINDING ON ASSIGNS AND HEIRS:** This Contract shall be fully binding upon the parties and their administrators, assigns, executors, heirs and successors except as limited by this Contract.

**30. AGREEMENT TO USE ELECTRONIC SIGNATURES AND AGREEMENTS:** BUYER, SELLER and any real estate licensees involved in this transaction agree that this transaction may be conducted through electronic means according to the Kansas Uniform Electronic Transactions Act. However, any real estate licensees involved in this transaction have no authority to enter into electronic agreements with other parties on behalf of the BUYER or SELLER unless authorized to do so by a duly executed power of attorney.

**31. BROKERAGE RELATIONSHIP DISCLOSURE:**

A. BUYER and SELLER acknowledge that the real estate licensees involved in this transaction may be functioning as agents of the BUYER, agents of the SELLER or transaction brokers.

B. Real estate licensees functioning as an agent of the BUYER have a duty to represent the BUYER'S interests and will not be an agent of the SELLER. Information given by the SELLER to an agent for the BUYER will be disclosed to the BUYER.

C. Real estate licensees functioning as an agent of the SELLER have a duty to represent the SELLER'S interests and will not be an agent of the BUYER. Information given by the BUYER to an agent for the SELLER will be disclosed to the SELLER.

D. Real estate licensees functioning in the capacity of a transaction broker are not agents for either party and do not advocate for the interests of either party.

E. BUYER and SELLER acknowledge that the Real Estate Brokerage Relationships Brochure has been furnished to them.

F. Listing Licensee is functioning as a: (Check the applicable function)

- Seller's Agent;
- Designated Seller's Agent (Supervising Broker acts as a Transaction Broker);
- Transaction Broker; or
- SELLER is unrepresented.

G. Selling Licensee is functioning as a: (Check the applicable function)

- Seller's Agent;
- Buyer's Agent;
- Designated Seller's Agent (Supervising Broker acts as a Transaction Broker);
- Designated Buyer's Agent (Supervising Broker acts as a Transaction Broker);
- Transaction Broker; or
- BUYER is unrepresented.

MELANIE MEITL

Name of Real Estate Licensee Assisting BUYER

Name of Real Estate Licensee Assisting SELLER

INTEGRITY REALTY LLC

Name of Brokerage Firm Assisting BUYER

Name of Brokerage Firm Assisting SELLER

BUYER'S INITIALS  
SELLER'S INITIALS

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*SM*



CAREFULLY READ THE TERMS OF THIS AGREEMENT BEFORE SIGNING. WHEN SIGNED BY ALL PARTIES, THIS DOCUMENT BECOMES PART OF A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, CONSULT AN ATTORNEY BEFORE SIGNING.

Melanie Meitl 2.3.24  
BUYER'S SIGNATURE DATE  
MELANIE MEITL

Jerry Mead 2.3.24  
SELLER'S SIGNATURE DATE  
ZELLER RENTALS LLC

BUYER'S SIGNATURE DATE

Jerry Zeller 2.3.24  
SELLER'S SIGNATURE DATE

BUYER'S SIGNATURE DATE

SELLER'S SIGNATURE DATE

BUYER'S SIGNATURE DATE

SELLER'S SIGNATURE DATE

1442 COUNTY ROAD R  
BUYER'S MAILING ADDRESS

SELLER'S MAILING ADDRESS

COLBY, KS 67701  
BUYER'S CITY, STATE AND ZIP CODE

SELLER'S CITY, STATE AND ZIP CODE

(785)443-0811  
BUYER'S CONTACT TELEPHONE NUMBER

(785)443-2251  
SELLER'S CONTACT TELEPHONE NUMBER

realtormelanievoss@gmail.com  
BUYER'S EMAIL ADDRESS

SELLER'S EMAIL ADDRESS

For identification purposes only: (Please print or type)

KREC File #: 24-02

Agent Name: MELANIE MEITL

Agent Name:

Agent License #: 00232851

Agent License #:

Firm Name: INTEGRITY REALTY LLC

Firm Name:

Broker License #: 00003571

Broker License #:

FORM CERTIFICATION: (to be completed by the agent preparing this Contract)

The undersigned agent assisted in completing the blanks in the foregoing form and confirms, to the best of his or her knowledge, that the printed form contains the language approved by the legal counsel for the Kansas Association of REALTORS®. The undersigned agent further confirms that no additions or deletions to the approved language have been made, except such changes as may appear in this form made by hand or typewriter and signed or initialed by the party submitting this offer. Agent's signature below is not an opinion as to the legal validity or meaning of any provisions contained in this form, but merely confirms that, to the best of the agent's knowledge, no changes have been made to the approved form.

Melanie Meitl (Initial the applicable box) \_\_\_\_\_ Listing agent MM Selling agent  
Signature of the real estate licensee preparing this form  
MELANIE MEITL

BUYER'S INITIALS MM  
SELLER'S INITIALS JM



**Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards**

**Lead Warning Statement**

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

**Seller's Disclosure**

- (a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):
  - (i) Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).
  - (ii)  Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
- (b) Records and reports available to the seller (check (i) or (ii) below):
  - (i) Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).
  - (ii)  Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

**Purchaser's Acknowledgment (initial)**

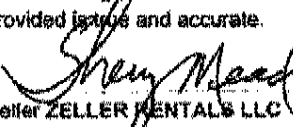
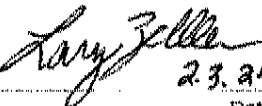

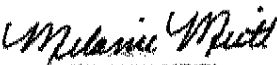
- (c)  Purchaser has received copies of all information listed above.
- (d)  Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home*.
- (e) Purchaser has (check (i) or (ii) below):
  - (i) received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or
  - (ii)  waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

**Agent's Acknowledgment (initial)**

- (f)  Agent has informed the seller of the seller's obligations under 42 U.S.C.4852(d) and is aware of his/her responsibility to ensure compliance.

**Certification of Accuracy**

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

		2.3.24		2.3.24
Seller ZELLER RENTALS LLC	Date		Seller	Date
		2.3.24		
Purchaser MELANIE MEITL	Date		Purchaser	Date
				2.3.24
Agent	Date		Agent MELANIE MEITL	Date



# REAL ESTATE BROKERAGE RELATIONSHIPS BROCHURE

Kansas law requires real estate licensees to provide the following information about brokerage relationships to prospective sellers and buyers at the first practical opportunity. This brochure is provided for informational purposes and does not create an obligation to use the broker's services.

**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.

**Duties and Obligations:** Agents and transaction brokers have duties and obligations under K.S.A. 58-30,106, 58-30,107, and 58-30,113, and amendments thereto. A summary of those duties are:

An Agent, either seller's agent or buyer's agent, is responsible for performing the following duties:

- promoting the interests of the client with the utmost good faith, loyalty, and fidelity
- protecting the client's confidences, unless disclosure is required
- presenting all offers in a timely manner
- advising the client to obtain expert advice
- accounting for all money and property received
- disclosing to the client all adverse material facts actually known by the agent
- disclosing to the other party all adverse material facts actually known by the agent

The **transaction broker** is responsible for performing the following duties:

- protecting the confidences of both parties
- exercising reasonable skill and care
- presenting all offers in a timely manner
- advising the parties regarding the transaction
- suggesting that the parties obtain expert advice
- accounting for all money and property received
- keeping the parties fully informed
- assisting the parties in closing the transaction
- disclosing to the parties all adverse material facts actually known by the transaction broker

Agents and Transaction Brokers have no duty to:

- conduct an independent inspection of the property for the benefit of any party
- conduct an independent investigation of the buyer's financial condition
- independently verify the accuracy or completeness of statements made by the seller, buyer, or any qualified third party.

**General Information:** Each real estate office has a supervising broker or branch broker who is responsible for the office and the affiliated licensees assigned to the office. Below are the names of the licensee providing this brochure, the supervising/branch broker, and the real estate company.

Melanie Meitl  
Licensee

Melanie Meitl  
Supervising/branch broker

INTEGRITY REALTY LLC  
Real estate company name approved by the commission

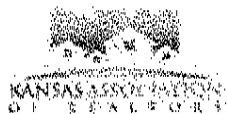
*Sherry Mead Long, JLL*  
Buyer/Seller Acknowledgement not required

Approved by the Kansas Real Estate Commission on October 10, 2017

BRRETA BROCHURE

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# REAL ESTATE BROKERAGE RELATIONSHIPS BROCHURE

Kansas law requires real estate licensees to provide the following information about brokerage relationships to prospective sellers and buyers at the first practical opportunity. This brochure is provided for informational purposes and does not create an obligation to use the broker's services.

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**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.

**Duties and Obligations:** Agents and transaction brokers have duties and obligations under K.S.A. 58-30,108, 58-30,107, and 58-30,113, and amendments thereto. A summary of those duties are:

An Agent, either seller's agent or buyer's agent, is responsible for performing the following duties:

- promoting the interests of the client with the utmost good faith, loyalty, and fidelity.
- protecting the client's confidences, unless disclosure is required
- presenting all offers in a timely manner
- advising the client to obtain expert advice
- accounting for all money and property received
- disclosing to the client all adverse material facts actually known by the agent
- disclosing to the other party all adverse material facts actually known by the agent

The transaction broker is responsible for performing the following duties:

- protecting the confidences of both parties
- exercising reasonable skill and care
- presenting all offers in a timely manner
- advising the parties regarding the transaction
- suggesting that the parties obtain expert advice
- accounting for all money and property received
- keeping the parties fully informed
- assisting the parties in closing the transaction
- disclosing to the parties all adverse material facts actually known by the transaction broker

Agents and Transaction Brokers have no duty to:

- conduct an independent inspection of the property for the benefit of any party
- conduct an independent investigation of the buyer's financial condition
- independently verify the accuracy or completeness of statements made by the seller, buyer, or any qualified third party.

**General Information:** Each real estate office has a supervising broker or branch broker who is responsible for the office and the affiliated licensees assigned to the office. Below are the names of the licensee providing this brochure, the supervising/branch broker, and the real estate company.

Melanie Meitl  
Licensee

INTEGRITY REALTY LLC  
Real estate company name approved by the commission

Melanie Meitl  
Supervising/branch broker

*Melanie Meitl*  
Buyer/Seller Acknowledgement (not required)

Approved by the Kansas Real Estate Commission on October 10, 2017

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