



ReeceNichols

PREMIER REALTY

An Independently Owned and Operated Member of the Reece & Nichols Alliance, Inc.

Company/Franchise Disclosure Addendum

(To be used as an attachment to all agency contracts and sales contracts.)

ReeceNichols Premier Realty, ("BROKER") is an independently owned and operated real estate brokerage and member of ReeceNichols Alliance, Inc.

BROKER is a franchisee and pursuant to the terms of its license agreement, ReeceNichols Alliance, Inc. and ReeceNichols Realtors, Inc. have no legal liability for the conduct and actions of BROKER. BROKER is authorized to use licensor's trade name and insignias.

CAREFULLY READ THE TERMS OF THIS FRANCHISE DISCLOSURE ADDENDUM BEFORE SIGNING. WHEN SIGNED, THIS ADDENDUM BECOMES A PART OF LEGALLY BINDING AGENCY CONTRACTS AND SALES CONTRACTS.

Sign Where Applicable

Mark Price dotloop verified
10/26/23 8:41 AM CDT
IOUT-Q8RA-SVYZ-3UND

SELLER DATE

Kimberly S. Price dotloop verified
10/26/23 12:46 PM CDT
01AM-KSYR-ZU6C-0F11

SELLER DATE

Lori L Swardstrom dotloop verified
10/26/23 9:22 AM CDT
MYMZ-G1YT-LSNW-JMUX

SELLER DATE

Todd Swardstrom dotloop verified
10/26/23 11:26 AM CDT
GCLO-BIW8-VHGE-SHWY

SELLER DATE

BUYER DATE

BUYER DATE

Approved for ReeceNichols Alliance members use in Kansas and Missouri. July 2016



COLD WEATHER INSPECTION WAIVER

1 **SELLER:** Mark A. Price & Kimberly S. Price/Todd Swardstrom & Lori L. Swardstrom

2 **BUYER:** _____

3 **PROPERTY:** 9730 Sunflower Road De Soto KS 66018

4
5 **INSPECTION LIMITATIONS.** Notwithstanding the terms of any inspection provisions of this Contract,
6 BUYER understands the system(s) on the Property cannot be tested without risk of damage to the system(s)
7 during cold weather.

8
9 **This waiver covers the following systems (Check applicable box(es)):**

10
11 ☒ **Air Conditioning System.** SELLER states the air conditioning system on the Property was in normal
12 operating condition when last used during the month of As-Is, and to the best
13 of SELLER'S knowledge remains in the same condition. (Air conditioning systems may risk damage if
14 operated when the temperature is below 60 degrees Fahrenheit for the preceding 24 hours. It is
15 recommended that a licensed HVAC specialist be consulted to test the system below 60 degrees.)

16
17 ☐ **Swimming Pool System and Equipment.** SELLER states the swimming pool system and equipment
18 have been winterized and were in normal operating condition when last used during the month of
19 _____, and to the best of SELLER'S knowledge remains in the same condition.

20
21 ☐ **Lawn Sprinkler System.** SELLER states the lawn sprinkler system on the Property has been winterized
22 and was in normal operating condition when last used during the month of _____,
23 and to the best of SELLER'S knowledge remains in the same condition.

24
25 **WAIVER OF INSPECTION.** In the event the outside temperature does not permit safe inspection of the
26 system(s) checked above prior to Closing, BUYER waives such inspection and agrees to accept SELLER'S
27 representation herein concerning the condition of the system(s) in lieu of inspection. BUYER understands all
28 Brokers, their representatives, agents or employees have no personal knowledge concerning the condition of
29 the system(s) on the Property. BUYER is relying solely upon the representations of the SELLER concerning
30 the condition of said system(s).

31 Mark Price dotloop verified
10/26/23 8:40 AM CDT
AHWX-WJLO-IJBN-QN4R

32 **SELLER** **DATE**

BUYER **DATE**

33
34
35 Kimberly S. Price dotloop verified
10/26/23 12:48 PM CDT
9MPN-VHLS-Q4RQ-YC6K

36 **SELLER** **DATE**

BUYER **DATE**

37 Lori L. Swardstrom dotloop verified
10/26/23 9:23 AM CDT
UHKS-PTDY-P86Z-3HTD

Todd Swardstrom dotloop verified
10/26/23 11:27 AM CDT
6ASF-SUDA-155B-YK8O

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LEGAL DESCRIPTION ADDENDUM

1 **SELLER:** _____ Mark A. Price & Kimberly S. Price/Todd Swardstrom & Lori L. Swardstrom

2
3 **BUYER:** _____

4
5 **PROPERTY:** _____ 9730 Sunflower Road De Soto KS 66018

6
7 **PROPERTY LEGAL DESCRIPTION:**

8 6-13-22 BG NE CR OF SE1/4 NE1/4

9 W 1327.54' S 323.4' E 1327.31' N 32

10 2.01' TO BEG 9.83ACS M/L LE 587

11 B

12
13
14
15
16
17
18
19
20
21
22

23
24 (INFORMATION DEEMED RELIABLE BUT NOT GUARANTEED)

25
26 **CAREFULLY READ THE TERMS HEREOF BEFORE SIGNING. WHEN SIGNED BY ALL PARTIES,**
27 **THIS DOCUMENT BECOMES PART OF A LEGALLY BINDING CONTRACT.**
28 **IF NOT UNDERSTOOD, CONSULT AN ATTORNEY BEFORE SIGNING.**
29

30 *Mark Price* dotloop verified
10/26/23 8:40 AM CDT
JE2B-KTKV-NAHQ-HXCZ

31 *Kimberly S. Price* dotloop verified
10/26/23 12:48 PM CDT
DCUD-PXGU-CMCX-ULAB

32 **SELLER**

DATE BUYER

DATE

33 *Lori L. Swardstrom* dotloop verified
10/26/23 9:23 AM CDT
KBYO-GLMA-Z7AO-AIU1

Todd Swardstrom dotloop verified
10/26/23 11:27 AM CDT
EVQA-WQDY-G82V-TCDC

36 **SELLER**

DATE BUYER

DATE

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DON'T LET SCAM ARTISTS STEAL YOUR MONEY!

Because you are going to be involved in a real estate transaction where money is changing hands, **you are a potential target for cyber-criminals**. These sophisticated criminals could:

- **Try to hack into your email account or the email of other persons involved in your transaction and direct you to send a wire to the hacker's account.**
- **They can even send you emails that appear to be from your agent, your closer or another trusted source!**



WHEN YOU ARE USING REECENICHOLS, WE WILL NEVER ASK YOU TO WIRE MONEY VIA EMAIL, EVER!

If you receive wiring instructions, even if it appears legitimate, **do not send money to that account**. Always call to verify such instructions.

Closing with another company? Always contact the closer directly before wiring any money. To ensure it's the closing company:

- **Do not use a phone number or other contact information from an email.**
- **Use a business number from another source (such as the closing company's website) to make sure you are actually talking to your closer and not someone intent on stealing your money.**

I acknowledge the above information:

<i>Mark Price</i> dotloop verified 10/25/23 7:08 AM CDT IPQ1-PUBG-FFKZ-9GGJ	<i>Kimberly S. Price</i> dotloop verified 10/26/23 12:46 PM CDT DEGZ-UDF5-V4VC-7PYE		
(Buyer/Seller)	(Date)	(Buyer/Seller)	(Date)
<i>Tori L Sundstrom</i> dotloop verified 10/24/23 8:12 PM CDT WTXG-SLKH-SESU-IGA9	<i>Todd Sundstrom</i> dotloop verified 10/24/23 8:28 PM CDT CLZA-HBJJ-DGGZ-0DK3		
(Buyer/Seller)	(Date)	(Buyer/Seller)	(Date)



ReeceNichols
REAL ESTATE



IN ITS PRESENT CONDITION ADDENDUM

SELLER: Mark A. Price & Kimberly S. Price/Todd Swardstrom & Lori L. Swardstrom

BUYER: _____

PROPERTY: 9730 Sunflower Rd DeSoto Kansas 66018

This addendum modifies the Inspections section of the Contract. The Property is being sold in its present condition, which includes all latent and patent defects and conditions. Except as herein expressly stated, SELLER makes no warranty, expressed or implied, including, without limitation, any implied warranty of merchantability or fitness for any particular purpose.

- ☒ 1. BUYER is entitled to conduct inspections as outlined in the Inspections Paragraph of the Contract. SELLER will make no repairs and/or treatments. BUYER will have the right to cancel the Contract, during the Inspection Period, if the results of the inspections are unsatisfactory. BUYER waives any right to renegotiate. There is no Inspection Renegotiation Period pursuant to the inspection provisions in the Contract.

- ☐ 2. BUYER is entitled to conduct inspections for informational purposes ONLY. SELLER will make no repairs and/or treatments. BUYER waives any right to cancel the Contract pursuant to the inspection provisions in the Contract. BUYER waives any right to renegotiate. There is no Inspection Renegotiation Period pursuant to the inspection provisions in the Contract.

- ☐ 3. BUYER waives any right to conduct inspections as outlined in the Inspections Paragraph of the Contract. SELLER will make no repairs and/or treatments. BUYER waives any right to cancel or renegotiate pursuant to the inspection provisions in the Contract.

It is understood by all parties that the sale of the Property in its present condition does not relieve the SELLER of the obligation to disclose all material facts of which SELLER has knowledge relating to the condition of the Property.

BUYER is advised that various professional inspection are available and advisable. BUYER's waiver of any right to inspection is the BUYER'S decision alone. All Parties indemnify and hold harmless SELLER, BROKER, and BROKER'S affiliated licensees, agents and employees from any liability or obligation resulting from or in connection with this decision.

SELLER understands and agrees that the Property will be delivered to the BUYER in the same condition and state of repair as at the time of agreement and SELLER is still responsible to care for the Property through the Possession Date as outlined in the Condition, Maintenance and Inspections of the Property section of the Residential Real Estate Sale Contract.

Mark Price
dotloop verified
10/25/23 7:07 AM CDT
LTU6-GRIM-BYRT-C8YS

SELLER _____ **DATE** _____

BUYER _____ **DATE** _____

Kimberly S. Price
dotloop verified
10/26/23 12:45 PM CDT
I4DP-YIUJ-M52B-ODHJ

SELLER _____ **DATE** _____

BUYER _____ **DATE** _____

Lori L. Swardstrom
dotloop verified
10/24/23 8:14 PM CDT
T00B-SVGM-KJTC-76LZ

Todd Swardstrom
dotloop verified
10/24/23 8:27 PM CDT
YKTQ-PMJT-SIXZ-ILNP

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LEAD BASED PAINT DISCLOSURE ADDENDUM

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

SELLER: Mark A. Price & Kimberly S. Price/Todd Swardstrom & Lori L. Swardstrom

PROPERTY: 9730 Sunflower Road DeSoto Kansas 66018

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 (Initial applicable lines)

a. PRESENCE OF LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS: (check one below)

☐ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

☒ 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 one below)

☐ Seller has provided the Buyer with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

☒ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Buyer's Acknowledgment (Initial applicable lines)


c. BUYER HAS RECEIVED COPIES OF ALL INFORMATION LISTED ABOVE

d. BUYER HAS RECEIVED THE PAMPHLET "Protect Your Family from Lead in Your Home"

e. BUYER HAS: (Check one below)

- ☐ Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint or lead-based paint hazards; or
- ☐ Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

41 License Acknowledgment: (initial)

42 f.  Licensee has informed the Seller of the Seller's obligations under 42 U.S.C. 4852 and
43 is aware of his/her responsibility to ensure compliance.
44

44 **Certification of Accuracy**

45 The following parties have reviewed the information above and certify, to the best of their knowledge, the
46 information they have provided is true and accurate.
47

48
49 **CAREFULLY READ THE TERMS HEREOF BEFORE SIGNING. WHEN SIGNED BY ALL PARTIES,**
50 **THIS DOCUMENT BECOMES PART OF A LEGALLY BINDING CONTRACT.**
51 **IF NOT UNDERSTOOD, CONSULT AN ATTORNEY BEFORE SIGNING.**
52

<i>Mark Price</i> dotloop verified 10/25/23 7:03 AM CDT GASQ-WP0L-R3KJ-IQJ4	<i>Kimberly S. Price</i> dotloop verified 10/26/23 12:45 PM CDT YWMH-4WXF-JZLJ-EHNU		
55 SELLER	DATE	BUYER	DATE
<i>Cori L Swardstrom</i> dotloop verified 10/24/23 8:15 PM CDT 3BTP-SXOE-XKHL-EVCQ	<i>Todd Swardstrom</i> dotloop verified 10/24/23 8:26 PM CDT ZOX-5NFG-DFPI-KVTK		
59 SELLER	DATE	BUYER	DATE
<i>John Barnes</i> dotloop verified 10/23/23 11:01 AM CDT CCW3-EDNT-SRV0-QRI7			
63 LICENSEE ASSISTING SELLER	DATE	LICENSEE ASSISTING BUYER	DATE

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