



ADDITIONAL DISCLOSURES INCLUDING THOSE MANDATED BY STATE OR FEDERAL LAW

(To be used with any Non-KCRAR Contract or KCRAR Residential Lease)

1 **SELLER:** _____

2 **BUYER:** _____

3 **PROPERTY:** _____

4

5 **THE FOLLOWING IS AN INTEGRAL PART OF THE ABOVE REFERENCE SALE CONTRACT.**

6

7 **1. LEAD BASED PAINT DISCLOSURE.** If the Property was built prior to 1978, BUYER acknowledges
8 receiving, reading and signing the Federally required disclosure regarding lead based paint.

9

Lead Based Paint Disclosure Addendum is hereby attached.

10

11

12 **2. RADON DISCLOSURE.** Every BUYER of residential real property is notified the property may
13 present exposure to dangerous concentrations of indoor radon gas that may place occupants at risk
14 of developing radon-induced lung cancer.

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16 Radon, a class-A human carcinogen, is the leading cause of lung cancer in non-smokers and the
17 second leading cause overall. Kansas law requires SELLER to disclose any information known to the
18 SELLER that shows elevated concentrations of radon gas in residential real property.

19

20 The Kansas Department of Health and Environment recommends all BUYERS have an indoor radon
21 test performed prior to purchasing or taking occupancy of residential real property. All testing for
22 radon should be conducted by a radon measurement technician. Elevated radon concentrations can
23 be easily reduced by a radon mitigation technician.

24

25 For additional information, please go to <http://www.kansasradonprogram.org> or in Missouri a
26 national source for radon information is <http://www.epa.gov/radon>.

27

28 **3. CRIME INFORMATION DISCLOSURE.** In Missouri and in Kansas, law requires persons who are
29 convicted of certain crimes, including certain sexually violent crimes, to register with the Sheriff of the
30 county in which they reside. If you, as the BUYER, desire information regarding those registrants,
31 you may find information on the homepage of the Kansas Bureau of Investigation (KBI) at
32 <http://www.kansas.gov.kbi> or by contacting the local Sheriff's office in Kansas. In Missouri, BUYER
33 should contact the sheriff of the county in which the Property is located.

34 **4. BROKERAGE RELATIONSHIP DISCLOSURE.**

35
36 SELLER/LANDLORD and BUYER/TENANT acknowledge the Real Estate Brokerage Relationship
37 Brochure has been furnished to them and the brokerage relationships were disclosed to them no later
38 than the first showing, upon first contact, or immediately upon the occurrence of any change to that
39 relationship.

40
41 SELLER/LANDLORD and BUYER/TENANT acknowledge the real estate Licensee(s) involved in this
42 transaction may be acting as Agents of the SELLER/LANDLORD, Agents of the BUYER/TENANT,
43 Transaction Broker(s) or Disclosed Dual Agents (**Available only in Missouri.**)

44
45 A Licensee acting as an Agent for the SELLER/LANDLORD has a duty to represent the
46 SELLER'S/LANDLORD'S interest and will not be the Agent of the BUYER/TENANT. Information
47 given by the BUYER/TENANT to an Agent of the SELLER will be disclosed to the
48 SELLER/LANDLORD.

49
50 A Licensee acting as an Agent for the BUYER/TENANT has a duty to represent the
51 BUYER'S/TENANT'S interest and will not be an Agent of the SELLER/LANDLORD. Information
52 given by the SELLER/LANDLORD to an Agent of the BUYER/TENANT will be disclosed to the
53 BUYER/TENANT.

54
55 A Licensee acting in the capacity of a Transaction Broker is not an Agent for either party and does
56 not advocate the interests of either party.

57
58 A Licensee acting as a Disclosed Dual Agent (**Available only in Missouri.**) is acting as an Agent for
59 both the SELLER/LANDLORD and the BUYER/TENANT, and a separate Dual Agency Disclosure
60 Amendment is required.

<p>61 62 Licensee assisting SELLER is a: <i>(Check appropriate box)</i></p> <p>63 64 <input type="checkbox"/> SELLER'S/LANDLORD'S Agent</p> <p>65 <input type="checkbox"/> Designated SELLER'S/LANDLORD's Agent (In</p> <p>66 Kansas, Supervising Broker acts as a Transaction</p> <p>67 Broker)</p> <p>68 <input type="checkbox"/> Transaction Broker and SELLER/LANDLORD agree, if applicable, to sign a Transaction Broker Addendum. SELLER/LANDLORD is not being represented.</p> <p>69 70 <input type="checkbox"/> Disclosed Dual Agent and SELLER/LANDLORD agree to sign a Disclosed Dual Agency Amendment</p> <p>71 72 (Missouri only)</p> <p>73 <input type="checkbox"/> BUYER'S/TENANT'S Agent</p> <p>74 <input type="checkbox"/> Designated BUYER'S/TENANT'S Agent (In Kansas,</p> <p>75 Supervising Broker acts as a Transaction Broker)</p> <p>76 77 <input type="checkbox"/> Subagent</p> <p>78 <input type="checkbox"/> SELLER/LANDLORD is not being represented</p>	<p>61 62 Licensee assisting BUYER is a: <i>(Check appropriate box)</i></p> <p>63 64 <input type="checkbox"/> BUYER'S/TENANT'S Agent</p> <p>65 <input type="checkbox"/> Designated BUYER'S/TENANT'S Agent (In</p> <p>66 Kansas, Supervising Broker acts as a</p> <p>67 Transaction Broker)</p> <p>68 <input type="checkbox"/> Transaction Broker and BUYER/TENANT agree, if applicable, to sign a Transaction Broker Addendum. BUYER/TENANT is not being represented.</p> <p>69 70 <input type="checkbox"/> Disclosed Dual Agent and BUYER/TENANT agree to sign a Disclosed Dual Agency Amendment</p> <p>71 72 (Missouri only)</p> <p>73 <input type="checkbox"/> SELLER'S/LANDLORD'S Agent</p> <p>74 <input type="checkbox"/> Designated SELLER'S/LANDLORD'S Agent in BUYER'S/TENANT'S Purchase of the Property (In</p> <p>75 Kansas, Supervising Broker acts as a Transaction</p> <p>76 Broker)</p> <p>77 <input type="checkbox"/> Subagent</p> <p>78 <input type="checkbox"/> BUYER/TENANT is not being represented</p>
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81 **SOURCE OF COMPENSATION.** Brokerage fees, to include but not limited to broker commissions and
82 other fees, will be paid out of escrow at Closing as follows, unless otherwise described in the terms of the
83 respective agency agreements or other SELLER/BUYER agreements. **SELLER/LANDLORD and**
84 **BUYER/TENANT understand and agree Brokers may be compensated by more than one party in**
85 **the transaction. (Check all applicable boxes.)**
86

87 Brokers are compensated by: SELLER/LANDLORD and/or BUYER/TENANT
88

89 **ALL PARTIES ACKNOWLEDGE THAT THE REAL ESTATE SALE CONTRACT TO WHICH THIS**
90 **DISCLOSURE IS ATTACHED IS NOT A STANDARD KCRAR DOCUMENT. IT IS RECOMMENDED**
91 **THAT ALL PARTIES SEEK LEGAL COUNSEL PRIOR TO SIGNING THE DOCUMENT.**
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93
94 **CAREFULLY READ THE TERMS HEREOF BEFORE SIGNING. WHEN SIGNED BY ALL PARTIES,**
95 **THIS DOCUMENT BECOMES PART OF A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD,**
96 **CONSULT AN ATTORNEY BEFORE SIGNING.**
97

98	_____	_____	_____	_____
99	SELLER/LANDLORD	DATE	BUYER/TENANT	DATE
100	_____	_____	_____	_____
101	SELLER/LANDLORD	DATE	BUYER/TENANT	DATE
102	_____	_____	_____	_____
103	LICENSEE ASSISTING	DATE	LICENSEE ASSISTING	DATE
104	SELLER/LANDLORD		BUYER/TENANT	
105				
106				

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