



SELLER'S DISCLOSURE AND CONDITION OF PROPERTY ADDENDUM

1 SELLER: Tinsley J. Wert

2 PROPERTY: 11913 Nieman Road, Overland Park, KS 66213

3 1. SELLER'S INSTRUCTIONS

4 SELLER agrees to disclose to BUYER all material defects, conditions and facts OF WHICH SELLER IS AWARE
5 which may materially affect the value of the Property. This disclosure statement is designed to assist SELLER in
6 making these disclosures. Licensee(s), prospective buyers and buyers will rely on this information.

7 2. NOTICE TO BUYER

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

11 3. OCCUPANCY

12 Approximate age of Property? 20 yrs How long have you owned? 6 yrs

13 Does SELLER currently occupy the Property? Yes No [checked]

14 If not, how long has it been since SELLER occupied the Property? years.

15 4. LAND (SOILS, DRAINAGE AND BOUNDARIES. (IF RURAL OR VACANT LAND, ATTACH SELLER'S LAND
16 DISCLOSURE ALSO.)

17 (a) Fill or expansive soil on the Property? Yes No [checked]

18 (b) Sliding, settling, earth movement, upheaval or earth stability problems on the Property? Yes No [checked]

19 (c) Is the Property or any portion thereof located in a flood zone, wetlands area or
20 proposed to be located in such as designated by FEMA which requires flood insurance? Yes No [checked]

21 (d) Drainage or flood problems on the Property or adjacent properties? Yes No [checked]

22 (e) Do you pay flood insurance premiums? Yes No [checked]

23 (f) If so, is it required? Yes No [checked]

24 (g) Are the boundaries of the Property marked in any way? Yes [checked] No [checked]

25 (h) Has Property had a stake survey? If yes, attach copy Yes No [checked]

26 (i) Encroachments, boundary line disputes, or non-utility easements affecting the Property Yes No [checked]

27 (j) Fencing on the Property? Yes [checked] No [checked]

28 (k) If yes, does fencing belong to the Property? Yes [checked] No [checked]

29 (l) Diseased, dead, or damaged trees or shrubs on the Property Yes No [checked]

30 (m) Gas/oil wells, lines or storage facilities on Property or adjacent property Yes No [checked]

31
32 If any of the answers in this section are "Yes", explain in detail: Fence Marks The property

33
34 5. ROOF:

35 (a) Approximate Age: 2 years [ ] Unknown Type: composition

36 (b) Have there been any problems with the roof, flashing or rain gutters? Yes No [checked]

37 If so, what is the date of the occurrence

38 (c) Have there been any repairs to the roof, flashing or rain gutters? Yes [checked] No [checked]

39 Date of and company performing such repairs /

40 (d) Has there been any roof replacement? Yes [checked] No [checked]

41 If yes, was it: (Check one, if applicable) [checked] Complete or [ ] Partial

42 (e) Has the old roof been removed? Yes [checked] No [checked]

43 (f) What is the number of layers currently in place: 1 layers, or [ ] Unknown.

44 If any of the answers in this section are "Yes", explain in detail below: (All available warranties and other
45 documentation are attached) Roof Replaced 2004

46
47 6. INFESTATION

48 (a) Any termites, wood destroying insects, or other pests on the Property? Yes No [checked]

49 (b) Any damage to the property by termites, wood destroying insects or other pests? Yes No [checked]

50 (c) Any termite, wood destroying insects or other pest control treatments on the Property

51 in the last five years? Yes No [checked]

52 (If yes, list company, when and where treated)

53 (d) Any warranty, bait stations or other treatment coverage by a licensed pest control company

54 on the Property? Yes No [checked]

55 If yes, the annual cost of service renewal is \$ and the time remaining on the service

56 contract is (Check One) [ ] The treatment system stays with the Property, or

57 [ ] the treatment system is subject to removal by the treatment company if annual service fee is not paid

58 If any of the answers in this section are "Yes", explain in detail (attach any receipts):

59

\* There are 2 city drains in the back yard that need to remain clear.

60 7. STRUCTURAL, BASEMENT AND CRAWL SPACE ITEMS

- 61 (a) Movement, shifting, deterioration, or other problems with walls, foundations, crawl space or slab? Yes [ ] No [x]
62 (b) Any cracks or flaws in the walls, ceilings, foundations, concrete slab, crawl space, basement floor or garage? Yes [ ] No [x]
63 (c) Any piling to support the Property structure? Yes [ ] No [x]
64 (d) Any water leakage or dampness in the house, crawl space or basement? Yes [ ] No [x]
65 (e) Any dry rot, wood rot or similar conditions on the wood of the Property? Yes [ ] No [x]
66 (f) Any problems with driveways, patios, decks, fences or retaining walls on the Property? Yes [ ] No [x]
67 (g) Any problems with fireplace and/or chimney? Yes [ ] No [x]
68 Date of last cleaning? ?
69 (h) Does the Property have a sump pump? Yes [x] No [ ]
70 (i) Any repairs or other attempts to control the cause or effect of any problem described above? Yes [ ] No [x]

74 If any of the answers in this section are "Yes", explain in detail. When describing repairs or control efforts, describe the location, extent, date, and name of the person who did the repair or control effort and attach, if available, any inspection reports, estimates or receipts: Property has sump pump

78 8. ADDITIONS AND/OR REMODELING:

- 79 (a) Are you aware of any additions, structural changes, or other material alterations to the Property? Yes [ ] No [x]
80 (b) If "Yes", were all necessary permits and approvals obtained, and was all work in compliance with building codes? Yes [ ] No [x]
81 If "No", explain:
82

84 9. PLUMBING RELATED ITEMS:

- 85 (a) What is the drinking water source? [x] Public [ ] Private [ ] Well [ ] Cistern
86 If well water, state type depth diameter age
87 (b) If the drinking water source is a well, when was the water last checked for safety and what was the result of the test?
88 (c) Is there a water softener on the Property? (If so, is it: [ ] Leased or [ ] Owned?) Yes [ ] No [x]
89 (d) Is there a water purifier system? (If so, is it: [ ] Leased or [ ] Owned?) Yes [ ] No [x]
90 (e) What type of sewage system serves the Property? [x] Public Sewer, or [ ] Private Sewer, or
91 [ ] Septic System, or [ ] Cesspool, or [ ] Lagoon, or [ ] Other
92 (f) If there is a septic system, is there a sewage pump on the septic system? Yes [ ] No [x]
93 (g) Is there a grinder pump system? Yes [ ] No [x]
94 (h) If there is a privately owned system, when was the septic tank, cesspool, or sewage system last serviced? By whom?
95 (i) Are you aware of any leaks, backups, or other problems relating to any of the plumbing, water, and sewage related systems? Yes [ ] No [x]
96 (j) Is there a back flow prevention device on the lawn sprinkling system, sewer or pool? Yes [x] No [ ]

100 If your answer to any of the questions in this section is "Yes", explain in detail and provide available documentation:

- 101 Property has back flow prevention device on sprinkler system
102 (k) Type of plumbing material currently used in the Property: [x] Copper [ ] Galvanized [ ] Other
103 The location of the main water shut-off is basement
104 (l) The location of the sewer line clean out trap is: ?

105 10. HEATING AND AIR CONDITIONING:

- 106 (a) Does the Property have air conditioning? Yes [x] No [ ]
107 [x] Central Electric [ ] Central Gas [ ] Heat Pump [ ] Window Unit(s)
108 Unit Age of Unit Leased Owned Location Last Date Serviced/By Whom?
109 1 ? Basement/outdoors
110 (b) Does the Property have heating systems? Yes [ ] No [ ]
111 [ ] Electric [ ] Fuel Oil [x] Natural Gas [ ] Heat Pump [ ] Propane [ ] Fuel Tank [ ] Other
112 Unit Age of Unit Leased Owned Location Last Date Serviced/By Whom?
113 1 ? Basement
114 (c) Are there rooms without heat or air conditioning? Yes [ ] No [x]
115 If yes, which room(s)?
116 (d) Does the Property have a water heater? 2 new water heaters Yes [x] No [ ]
117 [ ] Electric [x] Gas [ ] Solar
118 Unit Age of Unit Leased Owned Location Last Date Serviced/By Whom?
119 2 2 yrs Basement
120 (e) Are you aware of any problems regarding these items? Yes [ ] No [x]

123 If your answer to any of the questions in this section is "Yes", explain in detail:

125 11. ELECTRICAL SYSTEM:

- 126 (a) Type of material used: [x] Copper [ ] Aluminum [ ] Unknown

- 127 (b) Type of electrical panel(s):  Breaker  Fuse  
 128 Location of electrical panel(s): Basement  
 129 (c) Are you aware of any problem with the electrical system? Yes  No   
 130 If "Yes", explain in detail: \_\_\_\_\_  
 131

132 **12. HAZARDOUS CONDITIONS:**

- 133 (a) Underground tanks on the Property? Yes  No   
 134 (b) Landfill on the Property? Yes  No   
 135 (c) Toxic substances on the Property, (e.g. tires, batteries, etc.)? Yes  No   
 136 (d) Has the Property been tested for any of the above listed items? Yes  No   
 137 (e) Radon in the property? Yes  No   
 138 (f) Have you had the property tested for radon? Yes  No   
 139 (g) Have you had the property tested for mold? Yes  No   
 140 (h) Are you aware of any other environmental issues? Yes  No   
 141 (i) Are you aware of any methamphetamine or controlled substances ever being used or  
 142 manufactured on the Property? Yes  No

143 (In Missouri, a separate disclosure is required if methamphetamine or other controlled substances have  
 144 been present on or in the Property)

145 If your answer to any of the questions in this section is "Yes", explain in detail or attach test results: \_\_\_\_\_

146 Radon Removal System Installed on Property - see \*\*

147 **13. NEIGHBORHOOD INFORMATION AND HOMEOWNERS ASSOCIATIONS:**

- 148 (a) Are you aware of any pending bonds or assessments, special taxes that apply to Property? Yes  No   
 149 (b) Are you aware or have you received any notice of any condition or proposed change in your  
 150 neighborhood or surrounding area? Yes  No   
 151 (c) Is the Property subject to covenants, conditions, and restrictions of a homeowner's association  
 152 or subdivision restrictions? Yes  No   
 153 (d) Are you aware of any violations of such covenants and restrictions? Yes  No   
 154 (e) Are you aware of any defect, damage, proposed change or problem with any common  
 155 elements or common areas? Yes  No   
 156 (f) Are you aware of any condition or claim which may result in any change to assessments  
 157 or fees? Yes  No   
 158 (g) Are streets privately owned? Yes  No   
 159 (h) Is the property in a historic, conservation or special review district that requires any alterations  
 160 or improvements to the property be approved by a board or commission? Yes  No

161 If the answer to any of the above questions is "Yes", except (c), explain in detail, including amounts, if applicable: \_\_\_\_\_  
 162  
 163

164 We pay Homes Association dues which are paid in full until 10-1-06 in the amount of \$ 400.00  
 165 payable  yearly  monthly  quarterly, sent to \_\_\_\_\_ and such  
 166 includes: pool access, mail box & street (curb) maintenance

167 Homeowner's association contact name and phone number: NF Homeowners Assoc.  
 168

168 **14. OTHER MATTERS:**

- 169 (a) Are you aware of any of the following?  Party walls  Common areas  Easement Driveways Yes  No   
 170 (b) Are you aware of any fire damage to the Property? Yes  No   
 171 (c) Are there any liens, other than mortgage(s)/deeds of trust currently on the Property? Yes  No   
 172 (d) Are there any violations of laws or regulations affecting the Property? Yes  No   
 173 (e) Are you aware of any other conditions that may materially and adversely affect the value  
 174 or desirability of the Property? Yes  No   
 175 (f) Are you aware of any general stains or pet stains to the carpet, the flooring or sub-flooring? Yes  No   
 176 (g) Do you have keys for all exterior doors, including garage doors in the home? Yes  No   
 177 List locks without keys no garage door keys, I'm aware of.  
 178 (h) Are you aware of any violation of zoning, setbacks or restrictions, or non-conforming uses? Yes  No   
 179 (i) Are you aware of any unrecorded interests affecting the Property? Yes  No   
 180 (j) Are you aware of anything that would interfere with giving clear title to the Buyer? Yes  No   
 181 (k) Are you aware of any existing or threatened legal action pertaining to the Property? Yes  No   
 182 (l) Are you aware of any litigation or settlement pertaining to this Property? Yes  No   
 183 (m) Have you added any insulation since you have owned the Property? Garage Yes  No   
 184 (n) Have you replaced any appliances that remain with the Property in the past five years? Kitchen Yes  No   
 185 (o) Are there any transferable warranties on the Property or any of its components? Yes  No   
 186 (p) Have you made any insurance or other claims pertaining to this property in the past 5 years? Yes  No   
 187 If yes, were repairs from claim(s) completed? Yes  No   
 188 (q) Are you aware of any use of synthetic stucco in the property? Yes  No

189 If any of the answers in this section are "Yes", (except g), explain in detail: \_\_\_\_\_  
 190  
 191

\*\* Previous owner had Radon testing performed. Results were well below acceptable levels but had system installed never-the-less.

192 15. FIXTURES, EQUIPMENT AND APPLIANCES (FILL IN ALL BLANKS)  
 193 O = Operating (Means the item is performing its intended function and is staying with the Property)  
 194 EX= Exclude from Mechanical Repairs and cannot be an Unacceptable Condition  
 195 NA= Not applicable  
 196 NS = Not staying

<u>0</u> A/C Window Units, # <u>1</u>	<u>0</u> Gas logs	<u>0</u> Security system- <i>DON'T USE</i>
<u>0</u> Attic fan	<u>0</u> Gas starter for fireplace(s)	<input checked="" type="checkbox"/> Own <input type="checkbox"/> Lease
<u>0</u> Ceiling fans-# of <u>5</u>	<u>NA</u> Gas yard light	<u>0</u> Smoke detector(s)-# of <u>3or4</u>
<u>?</u> Central vac & attachments ( <i>never used</i> )	<u>NA</u> Heat FP re-circulator	<u>0</u> Sprinklers (lawn)
<u>0</u> Convection Oven	<u>NA</u> Hot tub	<u>0</u> Sprinkler Back flow valve
<u>0</u> Dishwasher	<u>NA</u> Humidifier	<u>0</u> Sprinkler Auto Timer
<u>0</u> Disposal	<u>EX</u> Intercom	<u>NA</u> Stove vent hood
<u>EX</u> Door Bell	<u>0</u> Microwave oven	<u>0</u> Sump pump
<u>NA</u> Downdraft cooktop (e.g., Jennaire)	<u>0</u> Oven clock timer	<u>0</u> Swimming Pool
<u>NA</u> Electric air cleaner or purifier	<u>0</u> Pool heater	<u>0</u> Trash compactor
<u>0</u> Electric garage door opener (s)	<u>0</u> Pool/Spa equipment	<u>NA</u> TV antenna/receiver/satellite dish: <input type="checkbox"/> Own <input type="checkbox"/> Lease
<u>0</u> Exhaust fan(s) (baths)	<u>NA</u> Propane Tank	<u>NA</u> Whirlpool tub
<u>0</u> Fireplace insert	<u>0</u> Range oven ( <input checked="" type="checkbox"/> elec. <input type="checkbox"/> gas)	<u>NA</u> Wood burning stove
<u>0</u> Furnace/heat pump/other heating sys.	<u>NA</u> Refrigerator	<u>NA</u> Water softener and/or purifier
<u>EX</u> Garage door transmitters-# <u>LOST</u>	Location of Refrigerator _____	Other _____
<u>NA</u> Gas Grill <i>FOR now</i>	<u>NA</u> Sauna	Other _____
Other _____	Other _____	Other _____

197  
 198 Disclose any material information and describe any significant repairs, improvements or alterations to the property not  
 199 fully revealed above. If applicable, state who did the work. Attach to this disclosure any repair estimates, reports,  
 200 invoices, notices or other documents describing or referring to the matters revealed herein: All new kitchen  
 201 appliance except fridge, new roof, hardwood floors, carpet, deck, pool liner, pump,  
 202 The undersigned Seller represents that the information set forth in the foregoing Disclosure Statement is accurate and  
 203 complete. Seller does not intend this Disclosure Statement to be a warranty or guarantee of any kind. Seller hereby  
 204 authorizes their agent to provide this information to prospective Buyers of the property and to real estate brokers and  
 205 salespeople. Seller will promptly notify Licensee assisting the Seller, in writing, if any information in this disclosure  
 206 changes prior to Closing, and Licensee assisting the Seller will promptly notify Licensee assisting the Buyer,  
 207 in writing, of such changes. (Initial and date any changes and/or attach a list of additional changes.  
 208 If attached, # \_\_\_\_\_ of pages).

filter, water, new ceiling fans

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

Jensley J. West 4/4/06  
 SELLER Date SELLER Date

**BUYER ACKNOWLEDGEMENT AND AGREEMENT**

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

BUYER DATE BUYER DATE

Approved by Legal Counsel of the Kansas City Regional Association of REALTORS® for exclusive use by its REALTOR® members. No warranty is made or implied as to the legal validity or adequacy of this Contract, or that it complies in every respect with the law or that its use is appropriate for all situations. Local law, customs and practices, and differing circumstances in each transaction may dictate that amendments to this Contract be made. Copyright January 2006. Last revised 11/05. All previous versions of this document may no longer be valid.



AGENCY DISCLOSURE ADDENDUM (Residential)

1 SELLER/LANDLORD: Tinsley J. Wert
2 BUYER/TENANT:
3 PROPERTY: 11913 Nieman Road, Overland Park, KS 66213

5 THE FOLLOWING DISCLOSURE IS MADE IN COMPLIANCE WITH MISSOURI AND KANSAS REAL ESTATE LAWS AND
6 RULES AND REGULATIONS. APPLICABLE SECTIONS BELOW MUST BE CHECKED & COMPLETED FOR BOTH
7 SELLER/LANDLORD & BUYER/TENANT.

8 Seller/Landlord and Buyer/Tenant acknowledge that the real estate licensee involved in this transaction may be acting as agents of
9 the Seller/Landlord, agents of the Buyer/Tenant, Transaction Brokers or Disclosed Dual Agents (Available only in Missouri)
10 Licensees acting as an agent of the Seller/Landlord have a duty to represent the Seller's/Landlord's interest and will not be the
11 agent of the Buyer/Tenant. Information given by the Buyer/Tenant to a Licensee acting as an agent of the Seller/Landlord will be
12 disclosed to the Seller/Landlord. Licensees acting as an agent of the Buyer/Tenant have a duty to represent the Buyer's/Tenant's
13 interest and will not be an agent of the Seller/Landlord. Information given by the Seller/Landlord to a Licensee acting as an agent of
14 the Buyer/Tenant will be disclosed to the Buyer/Tenant. Licensees acting in the capacity of a Transaction Broker are not agents for
15 either party and do not advocate the interests of either party. Licensees acting as Disclosed Dual Agents (available in Missouri only)
16 are acting as agents for both the Seller/Landlord and the Buyer/Tenant, and when acting as a Disclosed Dual Agent, a separate
17 Dual Agency Disclosure Addendum is required. SELLER/LANDLORD AND BUYER/TENANT HEREBY ACKNOWLEDGE THAT
18 THE REAL ESTATE BROKERAGE RELATIONSHIPS BROCHURE HAS BEEN FURNISHED TO THEM, AND THAT THE
19 BROKERAGE RELATIONSHIPS WERE DISCLOSED TO THEM OR THEIR RESPECTIVE AGENTS AND/OR TRANSACTION
20 BROKERS NO LATER THAN THE FIRST SHOWING, UPON FIRST CONTACT, OR IMMEDIATELY UPON THE OCCURRENCE
21 OF ANY CHANGE TO THAT RELATIONSHIP.

23 SELLER/LANDLORD AND BUYER/TENANT CONFIRMATION OF BROKERAGE AGENCY RELATIONSHIPS:

24 A. Listing Licensee is functioning as:

- 25 [X] Seller's/Landlord's Agent
26 [ ] Designated Seller's/Landlord's Agent (In Kansas, Supervising Broker acts as a Transaction Broker)
27 [ ] Disclosed Dual Agent, and SELLER/LANDLORD agree, if applicable, to sign a Disclosed Dual Agency Agreement
28 (Missouri Only)
29 [ ] Transaction Broker and Seller/Landlord agrees, if applicable to sign a Transaction Broker Agreement Seller/Landlord is not
30 being represented.
31 [ ] SELLER/LANDLORD is not being represented

33 B. Selling Licensee is functioning as:

- 34 [ ] Buyer's/Tenant's Agent
35 [ ] Seller's/Landlord's Agent
36 [ ] Designated BUYER S/TENANT'S Agent (In Kansas, Supervising Broker acts as a Transaction Broker)
37 [ ] Designated Seller's/Landlord's Agent in Buyer's/Tenant's Purchase of the Property (In Kansas, Supervising Broker acts as a
38 Transaction Broker)
39 [ ] Disclosed Dual Agent, and BUYER/TENANT agree if applicable, to sign a Disclosed Dual Agency Agreement (MO Only)
40 [ ] Subagent
41 [ ] Transaction Broker and BUYER/TENANT agree, if applicable, to sign a Transaction Broker Agreement. Buyer/Tenant is not
42 being represented
43 [ ] BUYER/TENANT is not being represented.

45 SOURCE OF COMPENSATION:

46 Brokerage fees, to include but not limited to broker commissions and other fees shall be paid out of escrow at Closing by [X] Seller
47 [ ] Buyer unless otherwise described in the terms of the respective agency agreements or other Seller/Buyer agreements Seller/
48 Landlord and Buyer/Tenant understand and agree that Brokers may be compensated by more than one party in the
49 transaction.

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

54 Licensees also hereby certify that they are licensed to sell real estate in the state in which the Property is located.

55 Tinsley J. Wert 4/4/06
56 SELLER/LANDLORD DATE BUYER/TENANT DATE
57 SELLER/LANDLORD DATE BUYER/TENANT DATE
58 LICENSSEE ASSISTING SELLER/LANDLORD DATE LICENSSEE ASSISTING BUYER/TENANT DATE

Approved by Legal Counsel of the Kansas City Regional Association of REALTORS® for exclusive use by its REALTOR® members. No warranty is made or implied as to the legal validity or adequacy of this Contract, or that it complies in every respect with the law or that its use is appropriate for all situations. Local law, customs and practices, and differing circumstances in each transaction may dictate that amendments to this Contract be made. Copyright March 2006 Last revised 2/06 All previous versions of this document may no longer be valid. Agency Disclosure Form 2006

LEGAL DESCRIPTION/FRANCHISE ADDENDUM



SELLER: Tinsley J. Wert

BUYER: \_\_\_\_\_

PROPERTY: 11913 Nieman Road, Overland Park, KS 66213

Please Print All of the Above

A. PROPERTY LEGAL DESCRIPTION:

NOTTINGHAM FOREST TENTH PLAT LT 10 BLK 11 OPC 130 11 10

B. FRANCHISE DISCLOSURE STATEMENT: RE/MAX REALTY SUBURBAN, INC.:

Broker is solely responsible for all its debts, liabilities, acts, errors or omissions: Broker is an independent franchisee of the RE/MAX System, however, each RE/MAX office is independently owned and operated. RE/MAX International, Inc. and RE/MAX Mid-States Region are not responsible for debts, liabilities, acts, errors, or omissions of this real estate broker.

C HOMEOWNER'S WARRANTY PLAN:

All parties acknowledge that in the event a Home Warranty Plan is purchased in connection with this transaction the price of the warranty plan includes all fees for inspection, processing, and administration and RE/MAX Realty Suburban, Inc. may participate in the distribution of these fees

Buyer/Seller may decline this option of purchasing a Home Warranty Plan which the agent has explained. Buyer/Seller agrees to hold the real estate broker and its agent harmless in the event of subsequent mechanical failure which otherwise would have been covered under the warranty plan.

D. TERMITE INSPECTION:

Buyer acknowledges that the termite report which will be obtained from a professional termite inspection firm on the above property may contain certain exceptions, including but not limited to in accessible areas and work previously performed by other companies. Said report is not to be construed as an expressed or implied warranty or guaranty against latent, concealed or future infestation or defects. Buyer releases RE/MAX, Realty Suburban, Inc. and its agents from any liability related to termites or termite damage to the property being purchased.

E. RE/MAX REALTY SUBURBAN:

Has an affiliate relationship interest greater than 1% with Wrenn Suburban Insurance, Inc. The cost of homeowner's insurance varies widely depending upon such factors as the cost of the home, the age of the home and particular coverage desired by the homeowner. On a home with an average sale price of \$200,000, the homeowner's annual insurance premium could be in the range of \$600 to \$900 a year

CHECK IF APPLICABLE:

F. BUYER TO PAY AGENCY MANAGEMENT FEE

Buyer and Seller acknowledge that the BUYER is paying an Agency Management Fee of \$ \_\_\_\_\_ to RE/MAX Realty Suburban, Inc. at closing.

G. REFERRAL COMPANY DISCLOSURE

The owners of RE/MAX Realty Suburban, Inc. have a financial interest in RealtyKC Associates, Inc. which may be receiving a referral commission on this transaction.

BUYER: \_\_\_\_\_ DATE: \_\_\_\_\_

BUYER: \_\_\_\_\_ DATE: \_\_\_\_\_

SELLER: X Tinsley J. Wert DATE: 4/4/06

SELLER: \_\_\_\_\_ DATE: \_\_\_\_\_





## Order Summary

**Plan Number** **12-880-864**

**Initiating Agent (Listing Agent)** **FRED PERRY**  
 RE/MAX SUBURBAN  
 12701 W 87TH STREET PKWY  
 LENEXA KS 66215-4527  
 (913) 492-0200

**Covered Property** 11913 NIEMAN RD  
 OVERLAND PARK KS 66213-1985

**Year Built:** 1985  
**Property Type:** Single-Family Dwelling 5,000 Sq. Ft. or less

<b>Coverage</b>	Standard Plan	390.00
<b>Optional Coverage</b>	Sellers Coverage	<i>included</i>
	Pool/Spa Equipment	150.00

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**Total \$540.00**

**Home Seller** **TINSLEY WERT**  
 33381 HARMONY RD  
 PAOLA KS 66071-4809

**Ordered by** **FRED PERRY**  
 RE/MAX SUBURBAN  
 12701 W 87TH STREET PKWY  
 LENEXA KS 66215-4527  
 (913) 492-0200

In Texas and Oklahoma, Old Republic Home Protection does not sell home warranties; we sell "residential service contracts" and "home service contracts" respectively. Any reference to "home warranty" or "warranties" should be replaced with the proper term for that state.