



Kansas Real Estate Sale Contract

This is a legally binding contract. If not understood, seek legal advice.

11516 Nicholas Street, Omaha, NE 68154
Phone: (402) 496-3276; Fax (402) 496-7956

Sale No. _____
Date: _____

The undersigned, _____, (Buyer), having examined the below described Property to its complete satisfaction, hereby offers to purchase the same, through Farmers National Company ("Agent"), on the terms and conditions set forth, herein.

This offer shall expire at _____ o'clock _____ M, on _____, 20____. If notification of the Seller's unqualified acceptance of this offer is not communicated to Buyer prior to that time by Seller or Agent, this offer shall be deemed revoked, and Buyer's earnest money promptly refunded. Buyer acknowledges that it has not engaged with any other agent or broker with respect to the Property other than Agent, and that no representation has been made to Buyer by Seller or Agent or is being relied upon by Buyer, other than those set forth, herein. Buyer agrees to indemnify Seller and Agent from and against any and all claims brought by any broker or any other person, firm or corporation for brokerage or other commissions arising in connection with the sale of the Property to the extent engaged solely by Buyer. The foregoing indemnity shall survive any closing or termination of this contract.

1. PROPERTY

Parcel ID Numbers: _____

Legal Description: _____

Containing _____ acres more or less situated in _____ County, _____ State, together with all appurtenant rights, privileges, easements, improvements & fixtures in their current condition and including all mineral, wind, certified irrigated acres, water rights owned by Seller (excluding any mineral, wind & water rights previously reserved or conveyed of record) unless expressly reserved by Seller in this contract (collectively, the "Property"), as provided below _____

Buyer agrees to acquire all personal property, fixtures and buildings, if any, comprising a portion of the Property in their "as is-where is" condition, with all faults, and with no guarantees or warranties from the Seller or Agent.

2. CONTRACT SALES PRICE AND TERMS

Buyer agrees to pay Seller the total sum of \$ _____ for the Property, as follows:

Earnest money in the amount of \$ _____ accompanies this contract, having been deposited with _____. If the earnest money has been deposited with Agent, then by execution of this contract Agent acknowledges receipt of the same. Buyer understands that its earnest money check will be cashed upon acceptance of this offer by Seller.

At closing, upon delivery of a _____ deed, and all other documents needed to properly transfer title, \$ _____ shall be paid to the Seller by certified check, money order, or wire transfer.

3. CLOSING AND POSSESSION

Closing of the sale shall occur on or about _____, 20____, or such other date agreed to by the parties, following which Buyer shall have possession of the Property, unless an alternative possession date is otherwise agreed to in writing. Full possession subject to tenant's rights will be on or about _____.

4. CONVEYANCE

Seller shall provide Buyer with evidence of marketable title in the form of a _____ complete updated abstract of title or a _____ commitment for a policy of title insurance. Objections to title, if any, must be delivered to Seller in writing within seven days thereafter, time being of the essence, otherwise Buyer shall be conclusively deemed to have approved title to the Property. Seller shall thereafter have the option, but not the obligation, to cure or remove Buyer's title objections prior to the closing date. If all title objections timely raised by Buyer are not removed or cured to Buyer's reasonable

satisfaction prior to the closing date, Buyer may either (1) terminate this contract by giving Seller written notice thereof, in which event the earnest money shall be returned to Buyer, and neither party shall have any further rights, duties, obligations, or liabilities hereunder, or (2) elect to purchase the Property subject to the title objections not so removed or cured. Should Buyer otherwise refuse or fail to consummate the purchase, Seller shall be entitled to retain the earnest money as liquidated damages; however, this shall not preclude Seller from seeking any other legal remedy available at law or in equity. The parties agree that Seller will suffer damages in the event of Buyer's default on its obligations. Although the amount of such damages is difficult or impossible to determine, the parties agree that the amount of the earnest money is a reasonable estimate of Seller's loss in the event of Buyer's default. Thus, Seller may, but shall not be obligated to, accept and retain the earnest money as liquidated damages but not as a penalty. In any event, Buyer agrees to immediately abandon all claims upon the Property, and Seller shall have an unqualified right to full possession thereof.

The closing shall occur on the above-stated closing date, or within seven days after title objections have been cured by the Seller, whichever date is later. Buyer agrees to pay ____% of the cost of providing evidence of marketable title, the balance to be paid by Seller. Agent assumes no responsibility for providing evidence of marketable title, examination of the title, or curing title defects, nor for any closing delays caused thereby. At closing, Seller shall convey good and marketable fee simple title to the Property to Buyer by a _____ deed, free and clear of all liens and encumbrances, but subject to (i) easements, covenants, restrictions and reservations of record, and (ii) any current farm leases expressly being assumed by Buyer under the terms of this contract.

5. INSURANCE

In the event of loss or damage to the property prior to closing, Buyer agrees to accept an insurance settlement in lieu of repair or replacement. Buyer understands that Buyer may secure additional coverage at any time at Buyer's expense. Buyer shall provide its own insurance at closing.

6. FARM TENANCY, LEASE TERMINATIONS AND RENTS

Seller shall terminate any leases on the property prior to closing, unless otherwise agreed herein.

Seller____Buyer____shall receive the landlord's share of the crop or_____% share of the total cash rent for the____crop year.

Seller____Buyer____shall pay_____% of the landlord's share of the____crop year expenses.

Other provisions:_____

7. REAL ESTATE & PERSONAL PROPERTY TAXES

Seller shall pay real estate taxes and personal property taxes, if applicable, and special assessments, based on tax record information as of closing, as follows:_____. All subsequent taxes shall be my responsibility following closing.

8. GOVERNMENT AGRICULTURAL PROGRAMS

____Seller____Buyer will receive landowner's share, if any, of annual government program payments for the____crop year. Payments for subsequent years will go to Buyer.

____Seller____Buyer will receive landowner's share, if any, of conservation reserve program payments for the____crop year. Payments for subsequent years will go to the Buyer.

Seller agrees to provide yield and other required documentation to Buyer to fulfill the obligations of government programs, if any.

Other provisions:_____

Buyer agrees to accept the assignment and responsibilities thereof of all existing Federal/State program contracts from the Seller, if any. Buyer agrees to indemnify and hold harmless Seller for any damage Seller may sustain by reason of any failure of the Buyer to keep or perform any of the covenants and obligations provided to be kept or performed under the terms and conditions of any such contracts by Seller.

9. CARBON CREDIT RIGHTS

- A. The Property is _____ is not _____ currently subject to an existing carbon credit program which shall be assigned by Seller to Buyer at Closing. Buyer agrees to continue to honor any existing carbon credit program contracts affecting the Property described above and agrees to indemnify and hold harmless Seller for any damage Seller may sustain by reason of any failure of Buyer to keep or perform any of the covenants and obligations provided to be kept or performed under the terms and conditions of any such contracts by Seller.
- B. The Buyer will receive, and Seller will convey at Closing all of Seller's carbon credit rights affecting the Property not previously conveyed of record.

10. SURVEY *No survey needed* _____

Seller shall obtain a new boundary survey for any parcel where there is no existing legal description or where new boundaries are created by the parcel divisions of the sale. Final purchase price ☐ will ☐ will not be based upon surveyed acres. Cost of survey will be paid by the ☐ Seller ☐ Buyer. If survey cost is split, buyer and seller will pay the following percentage of cost: Seller _____% Buyer _____%.

11. TAX DEFERRED EXCHANGE (Check if applicable _____)

It is the _____ Seller's _____ Buyer's intent to use this transaction in an Internal Revenue Service Code Section 1031 Tax Deferred Exchange. Buyer agrees to cooperate with the Seller and the Seller agrees to cooperate with the Buyer in any such tax deferred exchange. Any legal documents necessary or desirable to affect the exchange and any expenses incurred in connection with such exchange transaction shall be the sole responsibility of the person utilizing such exchange.

12. MISCELLANEOUS PROVISIONS

13. ESCROW SERVICE

Buyer and Seller acknowledge and understand that the closing of the sale will be handled by an escrow closing service and that Agent is authorized to transfer the earnest money or any other funds it receives to said escrow closing service before or at the time of closing. After said transfer, Agent shall have no further responsibility or liability to Buyer or Seller for the accounting of said funds. Escrow closing service's fees shall be equally divided between Buyer and Seller unless Buyer is obtaining a VA or FHA loan, then cost shall be paid by Seller. The identified escrow closing service is as follows: _____. If the identity of the escrow closing service is unknown at the date of this contract, such identification will be made in writing at the earliest opportunity by Seller.

14. RETURN OF EARNEST MONEY

In the event that the transaction does not close, except for the reasons and remedies stated in paragraph 2, and the Escrow Agent is holding earnest money in its escrow account on behalf of the Buyer and Seller, said earnest money will be returned or held by Escrow Agent in accordance with the following terms:

- A. Escrow Agent holding the earnest money shall give 30 days' written notice to the parties to the transaction as to the escrow agreement's proposed distribution of the earnest money;
- B. Written notice to the parties shall be given either by personal delivery or sent via U.S. Mail, first class with postage fully paid addressed to the parties at their respective addresses as appear above in this Contract. Notice sent by U.S. Mail shall be deemed to be delivered on the third business day after being deposited in the mail;
- C. If the escrow agent does not receive an objection to its proposed distribution within said 30-day time frame, it shall be considered that the Buyer and Seller agree with the Broker's proposed distribution, and the escrow agent shall distribute the proceeds in the manner set forth in the escrow agent's notice.

Buyer and Seller acknowledge that as long as earnest money is returned in accordance with the above written procedures and in accordance with the 30-day notice given by the escrow agent, this Contract provision is considered as written consent to disburse said earnest money funds. In the event Buyer and Seller fail to reach an agreement regarding dispersal of the earnest money, the escrow agent holding said funds is authorized to file an interpleader action, and the parties agree that the escrow agent will be reimbursed from the earnest money for all costs incurred, including reasonable attorney's fees.

15. ASSIGNMENT

This contract is binding on and shall inure to the benefit of the parties hereto and their heirs, successors and approved assigns. This contract may not be assigned by the Buyer or Seller without the written consent of the other party, which shall not be unreasonably withheld.

16. DISCLOSURES

Disclosure Statement: It is clearly understood and agreed by the parties hereto that Agent is acting as or under the following relationship:

Seller Agent ___ Buyer Agent ___ Designated Agency ___ Dual Agency ___ Limited Agency ___ or as a ___ Transactional Broker and that all parties have been provided with any state required brokerage disclosure information.

17. SELLER UNDERSTANDS IT IS ILLEGAL FOR EITHER SELLER OR AGENT TO REFUSE TO SELL TO OR DISCRIMINATE AGAINST ANY PERSON BECAUSE OF THE PERSON'S RACE, COLOR, SEX, SEXUAL ORIENTATION, CREED, RELIGION, NATIONAL ORIGIN, ANCESTRY, AGE, FAMILIAL STATUS, PHYSICAL OR MENTAL HANDICAP, MARITAL STATUS, OR UNFAVORABLE DISCHARGE FROM MILITARY SERVICE, AS THOSE TERMS ARE DEFINED IN THE FEDERAL FAIR HOUSING ACT OR ANY OTHER APPLICABLE FEDERAL, STATE, COUNTY, OR LOCAL STATUTE OR ORDINANCE.

18. ENTIRE AGREEMENT; GOVERNING LAW

THIS CONTRACT AND ANY EXHIBITS ATTACHED HERETO CONTAIN THE ENTIRE AGREEMENT BETWEEN THE PARTIES, AND NO PROMISE, REPRESENTATION, WARRANTY OR COVENANT NOT INCLUDED IN THIS CONTRACT OR ANY SUCH REFERENCED EXHIBITS HAS BEEN OR IS RELIED UPON OR MADE BY EITHER PARTY. No modification or amendment of this contract shall be of any force or effect unless made in writing and executed by both Buyer and Seller. In the event that any litigation arises hereunder, it is specifically stipulated that this contract shall be interpreted and construed according to the laws of the State of Kansas, without regard to conflicts of laws principles.

19. SEVERABILITY

If any provision of this contract is held to be illegal, invalid, or unenforceable under present or future laws, such provision shall be fully severable, and this contract shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part of this contract, and the remaining provisions of this contract shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this contract. Furthermore, in lieu of such illegal, invalid, or unenforceable provision, there shall be deemed added automatically as a part of this contract, a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid, and enforceable.

20. CONSTRUCTION

The parties acknowledge that the parties and their counsel have reviewed and revised this contract and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this contract or any exhibits or amendments hereto.

21. FURTHER ASSURANCES

Seller and Buyer each agrees that it will without further consideration execute and deliver such other documents and take such other action, whether prior or subsequent to closing, as may be reasonably requested by the other party to consummate more effectively the transactions contemplated hereby.

22. COUNTERPARTS

This contract may be signed in counterparts, each of which shall be deemed as an original, but all of which together shall constitute one and the same document. If this contract is signed in counterparts, no signatory hereto shall be bound until all parties named below have duly executed, or caused to be duly executed, a counterpart of this contract. Facsimile copies and signatures on this contract shall be as valid as an originally signed contract.

OFFER

Buyer Date
Email Address: _____

Address

Buyer Date
Email Address: _____

Address

ACCEPTANCE

Seller Date
Email Address: _____

Seller Date
Email Address: _____

Seller Date
Email Address: _____

Seller Date
Email Address: _____

FARMERS NATIONAL COMPANY, AGENT
REV 6/2025

By: _____



Real Estate Brokerage Relationships

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 clients 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.

Licensee



Supervising/branch broker

Farmers National Company

Real estate company name approved by the commission

Buyer/Seller Acknowledgement (not required)