

WHOLESALE DISCLOSURE STATEMENT
Required by Section 407.3600, RSMo. Effective August 28, 2026.
Deliver to the record owner separately from the purchase contract.

TRANSACTION INFORMATION

Not part of the statutory form. Identifies the deal and proves delivery.

Property address: _____

Record owner(s), as shown in the land records: _____

Source of record owner information (recorder of deeds, book / page or instrument no.): _____

Wholesaler (full legal name of person or entity): _____

Wholesaler representative delivering this form, if any: _____

Date this disclosure is delivered to the record owner: _____

Method of delivery: _____

Earliest date a binding contract may be signed (see page 2): _____

STATUTORY DISCLOSURE

Reproduce word for word. Boldface, not smaller than 12 points.

Missouri law requires a wholesaler acting as a grantee, before entering into a contract or agreement that conveys an interest in residential real property, to provide certain information to the record owner in a conspicuous manner printed in boldface type font size not less than twelve points. Failure by a wholesaler to present or complete this form shall be considered an unlawful and unfair practice under the Missouri Merchandising Practices Act. Any person who enters into an agreement that conveys an interest in residential real property to a wholesaler acting as a grantee without receiving this disclosure has a cause of action against the wholesaler. A wholesaler acting as a grantee is prohibited from entering into a binding contract to acquire an interest in residential real property unless this statement is signed and dated by the record owner of the property.

The owner acknowledges that the person presenting this document is a wholesaler, as defined in section 407.3600 of the Revised Statutes of Missouri, and that the owner is advised to seek legal advice before entering into any agreement or contract with the wholesaler. A wholesaler is acting on the wholesaler's own behalf and does not represent the owner in this transaction. A wholesaler enters assignable contracts with owners and seeks to sell or assign the wholesaler's interest for a profit. The wholesaler may assign the wholesaler's interest in the purchase contract to a third party without the owner's consent before closing. The wholesaler may charge a fee to the third-party buyer separately for profit. The agreed purchase price between the owner and wholesaler may be below market value and is conveyed voluntarily.

The owner acknowledges disclosure of the information provided in this form by signing and dating below:

_____ (Property owner signature) _____ (date)

_____ (Wholesaler signature) _____ (date)

WHOLESALE DISCLOSURE INSTRUCTIONS

COUNTING THE 14 CALENDAR DAYS

Section 407.3600.2 requires delivery not less than 14 calendar days before entering into a contract that transfers an interest in residential real property. Calendar days. Weekends and holidays count.

The statute does not say how to count the 14 days. Section 1.040, RSMo, the general computation rule, says time is computed by excluding the first day and including the last, and that a last day falling on Sunday is excluded. That rule is written for a deadline by which an act must be done, not for a waiting period before an act may be done, so its application here is not settled. Until a court or the Attorney General says otherwise, count conservatively and add a day.

Worksheet

- A. Date disclosure delivered to record owner: _____
- B. Add 14 calendar days to line A: _____
- C. Add 1 more calendar day to line B. This is the earliest safe contract date: _____

Example 1

Delivered Tuesday, September 1, 2026. Excluding the first day, day 1 is September 2 and day 14 is Tuesday, September 15. A literal reading permits a contract on September 15. The conservative date is Wednesday, September 16, 2026.

Example 2, crossing a holiday

Delivered Friday, November 20, 2026. Day 14 is Friday, December 4, 2026. Thanksgiving on November 26 does not extend the period, because the statute says calendar days. The conservative date is Saturday, December 5, 2026.

Two requirements, not one

Waiting 14 days does not satisfy the signature requirement, and getting signatures does not satisfy the waiting period. Under Section 407.3600.3, the wholesaler cannot enter a binding contract until both the wholesaler and the record owner have signed and dated this disclosure. You need both.

DELIVERY LOG

Keep this page with the signed form. If the record owner later claims no disclosure, this is your proof.

Date delivered	Time	Method	Delivered by	Delivered to	Proof retained

Retain, at a minimum: the signed and dated disclosure, proof of the delivery date (certified mail receipt, courier confirmation, email with timestamp, or a signed acknowledgment of receipt), and the title or recorder search that identified the record owner.

WHOLESALE DISCLOSURE NOTES AND CAUTIONS

Record owner, not occupant.

Subsections 2, 3, and 4 say record owner. The signature line inside the statutory form says property owner. Identify the record owner from the land records before you deliver this form. Where the record owner and the person living in the house are different, get the record owner's signature, and consider getting both.

Do not rewrite the statutory language.

Reproduce it exactly. Any edit creates a fact question about whether you complied.

Keep it separate.

This disclosure must be separate from the purchase contract. Do not staple it in as an exhibit or fold it into the contract as a paragraph.

You cannot waive it.

Section 407.3600 cannot be modified or waived by agreement. Any waiver in an agreement executed, modified, or extended after August 28, 2026, is null and void.

What happens if you skip it.

The record owner may cancel the contract at any time prior to the close of escrow, without penalty, and the escrow or closing agent must disburse the wholesaler's earnest money to the record owner within 30 days of cancellation. A violation is also an unlawful practice under the Missouri Merchandising Practices Act, Chapter 407, RSMo, and the Attorney General may bring a civil action.

Scope.

This form covers Section 407.3600 only. It does not satisfy Section 442.920, the Missouri Residential Sale Leaseback Protection Act, which has its own disclosure, its own sequence, and its own penalties. If the seller is staying in the house as a tenant, you need that form too. SB 973 is a Missouri statute. It does not apply to property located in Kansas.

Caution

This form is a sample. It is general information about Missouri law as of August 2026. It is not legal advice and using it does not create an attorney client relationship. Consult counsel about your own transaction before acting.