SALE LEASEBACK DISCLOSURE

Required by Section 442.920, RSMo. Missouri Residential Sale Leaseback Protection Act.
Effective August 28, 2026.

Section 442.920.3(1) requires this disclosure on a single page, clear and conspicuous, in boldface type. Keep it to this page.

Property address: ____

Seller (natural person selling the residence): ______________________________

Buyer: ____

Date this disclosure is delivered to the seller: ___________________________

If you sign a sale leaseback agreement, you are entering into a contract to sell your home.

This means you will no longer own your home.

You may be subject to eviction if you do not follow the lease terms.

You may lose the right to buy back your home.

This may affect your credit, taxes, and legal rights.

You are encouraged to speak with:

(1) An attorney;

(2) A real estate agent;

(3) A housing counselor;

(4) A tax advisor; and

(5) A real estate appraiser.

No sale leaseback can be closed for at least thirty (30) days after signing an agreement.

Do not sign unless you fully understand the terms.

Section 442.920.3(2) requires the seller and the buyer to sign and date this disclosure concurrently with execution of the sale leaseback agreement. The signature lines below are not part of the quoted statutory language.

______________________________ Seller ______________ Date

______________________________ Buyer ______________ Date

SALE LEASEBACK DISCLOSURE INSTRUCTIONS

THE SEQUENCE

Section 442.920 has 4 timing requirements, and they run in order. Missing any one of them is a violation. This page is a worksheet. Do not give it to the seller as part of the single page disclosure.

Step	What must happen	Statutory timing	Date on this deal
1	Buyer delivers this disclosure to the seller	Not less than 14 calendar days before execution	
2	Seller and buyer both sign and date this disclosure	Concurrently with execution of the sale leaseback agreement	
3	Buyer gives the seller a copy of the signed disclosure	Within 5 days of execution	
4	Deed delivered, recorded, or title otherwise transferred	No earlier than 30 days after execution	

COUNTING THE DAYS

The statute does not say how to count. Section 1.040, RSMo, the general computation rule, excludes the first day and includes the last, and excludes a last day falling on Sunday. That rule is written for a deadline by which an act must be done, not a waiting period before an act may be done, so its application here is not settled. Count conservatively and add a day.

Worksheet

A. Date this disclosure delivered to seller: ___________________________________

B. Line A plus 14 calendar days: ____

C. Line B plus 1 day. Earliest safe execution date: ___________________________

D. Line C plus 5 days. Deadline to give seller a signed copy: ________________

E. Line C plus 30 days. Earliest transfer or recording of title: _____________

Worked example

Disclosure delivered Tuesday, September 1, 2026. Day 14 is Tuesday, September 15. Conservative execution date is Wednesday, September 16. Signed copy back to the seller by Monday, September 21. Earliest transfer or recording of title is Friday, October 16, 2026. That is 45 days from delivery to deed. The literal statutory minimum is 44 days.

DELIVERY LOG

Log the first delivery, the concurrent signing, and the copy back. This is your proof of every date above.

Date	Time	Method	Delivered by	Proof retained

SALE LEASEBACK DISCLOSURE NOTES AND CAUTIONS

There are no carveouts.

Unlike Section 407.3600, this statute has no family exemption and no affiliate exemption. If a natural person sells a home that is or was their residence and stays on under a lease as part of the same or a related transaction, the statute applies. It reaches a transaction or a series of transactions, so splitting the deal into steps does not avoid it.

Do not run one checklist for both statutes.

Both statutes use 14 calendar days, and that is where the similarity ends. Section 407.3600 requires signatures before the contract. Section 442.920 requires signatures concurrently with the agreement, a copy back within 5 days, and a 30 day hold on title. A deal can trigger both.

Keep it to one page.

Section 442.920.3(1) says a single page. Do not add marketing language, do not add explanatory paragraphs, and do not run it onto a second page.

You cannot waive it.

Section 442.920.6 says no provision of this section shall be modified or waived by any agreement. A waiver is void.

What a violation costs.

A civil penalty of up to $10,000.00 per violation. The Attorney General may bring an action for injunctive relief, civil penalties, and restitution. A harmed seller may recover actual damages, statutory damages of $10,000.00 in addition to actual damages, attorneys' fees and costs, and equitable or injunctive relief. A violation is not fraud. It is recording on day 28 instead of day 30.

Scope.

This form covers Section 442.920 only. If you are also wholesaling (assigning or novating the purchase contrac), Section 407.3600 applies and needs its own disclosure. 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.