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## **2015 GAR Contracts #65359**

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- ✓ sign in with the course facilitator before the course begins
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# 2015 GAR Contracts Course



Greg Dunn  
[WWW.GAREALTOR.COM](http://WWW.GAREALTOR.COM)

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## Objectives

- ▶ 1. *The student will be able to describe the changes to the 2015 GAR contract.*
- ▶ 2. *The student will be able to evaluate the changes*
- ▶ 3. *The student will correctly prepare a contract that will provide for an efficient and ethical transaction.*

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## New Organization

- ▶ **A. Key Terms And Conditions**
- ▶ **B. Corresponding Paragraphs For Section A**
- ▶ **C. Other Terms And Conditions**
  
- ▶ **All Check Boxes are in front of choice**

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### TRUE or FALSE

- ▶ In February it is OK to write the contract on last years form if you showed the property prior to the end of the year.

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### F20 Purchase And Sale Agreement

- ▶ 2015 Printing released 1 JAN 15
- ▶ Copyright License
- ▶ 30 days, destroy old



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### Purchase And Sale Agreement

- ▶ THIS FORM IS COPYRIGHTED AND MAY ONLY BE USED IN REAL ESTATE TRANSACTIONS IN WHICH \_\_\_\_\_ IS INVOLVED AS A REALESTATE LICENSEE. UNAUTHORIZED USE OF THE FORM MAY RESULT IN LEGAL SANCTIONS BEING BROUGHT AGAINST THE USER AND SHOULD BE REPORTED TO THE GEORGIA ASSOCIATION OF REALTORS® AT (770) 451-1831.

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### Purchase And Sale Agreement

- ▶ 1. Purchase And Sale Agreement F20
- ▶ 2. New Construction Purchase And Sale Agreement F23
- ▶ 3. Lot Purchase And Sale Agreement F27
- ▶ 4. Land Purchase And Sale Agreement F34
- ▶ 5. Commercial Purchase And Sale Agreement CF2
- ▶ 1. Lease Purchase and Sale Exhibit F29
- ▶ 2. Condominium Resale Purchase And Sale Exhibit F33

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### TRUE or FALSE

- ▶ If all Parties agree, making the contract subject to a satisfactory Survey and Sellers Disclosure to be delivered within 30 days is OK

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### ¶ A.1. Purchase and Sale

- ▶ Mutual promises **EE**
  - Buyer agrees to buy **EE**
  - Seller agrees to sell **EE**
- ▶ Property **EE**
  - Real Property
  - Fixtures
  - Improvements
  - landscaping

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**TRUE or FALSE**

- ▶ Every Contract must have a valid street address to be legal.

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**¶ A.1. a. Property Identification**

- ▶ Address (3200 Presidential Dr., Atlanta, Dekalb, GA 30340)
- ▶ MLS Number (129919)
- ▶ Tax I.D. Number(18-0294-02-001)

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**¶A. 1. b. Legal Description EE**

- ▶ 1. Attached as an Exhibit
- ▶ 2. Deed Book \_\_\_\_\_ Page\_\_\_\_\_
- ▶ 3. Land Lot(s) \_\_\_\_\_ of the \_\_\_\_\_ District
- ▶ \_\_\_\_\_ Section (GMD) Lot\_\_\_\_\_ Block
- ▶ \_\_\_\_\_ Unit \_\_\_\_\_ Phase/Section \_\_\_\_\_
- ▶ of \_\_\_\_\_ Subdivision/Development
- ▶ Recorded in Plat Book \_\_\_\_\_ Page \_\_\_\_\_

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**TRUE or FALSE**

- ▶ A General Warranty Deed is MUCH better than a Limited Warranty Deed.

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**¶B.1. Purchase and Sale/Title**

- ▶ a. Warranty
  - Limited Warranty Deed
  - Owners Title Insurance
- ▶ b. Examination



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**¶ A.2. Survey**

- ▶ A survey of Property  is OR
- ▶  is not attached to this Agreement as an exhibit.

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**¶ B.2. Survey**

- ▶ **New Survey**
  - Terminate if "materially different" from Survey ATTACHED. (F83)
  - Matters revealed in any survey, including a survey attached hereto may be raised by Buyer as title obligations

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**¶ A.3. Purchase Price of Property to be Paid by Buyer EE**

- ▶ \$\_\_(\$279,000)\_\_\_\_\_
- ▶ OR
- ▶ \$Two Hundred Seventy Nine Thousand



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**¶ B.3. Purchase Price and Method of Payment**

- ▶ **Method of Payment**  
U.S. Dollars
- ▶ **Purchase Price Paid in:**
  - Cash,
  - ▶ or Equivalent
    - Wire Transfer
    - Cashiers Check
  - FHA , Conventional , VA , USDA, Cash Exhibits



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**TRUE or FALSE**

▶ **ALL** the Finance Exhibits contain an Appraisal Contingency

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**1 A.4. Closing Cost and Prorations**

▶ \$\_\_\_(\$15000.00)\_\_\_\_\_



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**1B.4. Closing Cost and Prorations**

▶ **a. Items Paid by Buyer**

- 1)GA Property Transfer Tax
- 2)Cost to Search Title &Tax Records, &Prepare Warranty Deed
- 3)"ALL" other cost, fees, & charges to close (**removed exception**)

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**¶B.4. Closing Cost and Prorations.**

- ▶ **b. Items Paid by Seller**
  - Seller's Monetary Contribution Used by Buyer if allowed by Lender (unused money remains sellers)
  - Cost to clear Title Encumbrances, Defects, and **Title Curative Documents**
  - Extra cost because Seller cannot attend closing



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**¶ B.4. Closing Cost and Prorations**

- ▶ **c. Proration: as of closing date**
  - Ad Valorem property taxes
  - Community association fees
  - Solid waste fees
  - Governmental fees
  - Utility bills (service cannot be terminated)
- Estimated tax bill or tax bill under appeal shall be adjusted by buyer and seller after final
- Third Party Cost to appeal subtracted before adjusted . Appeal assigned to Buyer at Closing.

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**¶ A.5.Closing and Possession**

- ▶ **a. Closing Date: (3/22/2013) EE**
  - Not Holiday
  - Not Weekend
- ▶ **Default Date**
  - Suit for damages
  - Suit for specific performance
  - Loss of earnest money
  - Unilateral rescission



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**¶ C.4. Other Provisions**

- ▶ i. Extension of Deadlines
- ▶ No Deadline Extended
- ▶ If Saturday, Sunday, Federal Holiday
- ▶ Except CLOSING

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**¶ A.5. Closing and Possession**

- ▶ b. Seller Retains Possession of Property Through: (Closing)
- ▶ 3 Days/Hours
- ▶ after closing (F140)
- ▶ before closing (F139)
- ▶ 12/22/2014

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**¶ B.5. Closing and Possession**

- ▶ a. Right to Extend the Closing Date:
- ▶ Notice To Unilaterally Extend Closing Date Seven Days (F133)
- ▶ Prior to or on Date of Closing
- ▶ Seller's Title Objections
- ▶ Buyer's Lender or Attorney Obligations
  - No fault of Buyer
- ▶ Terminates

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**¶ B.5. Closing and Possession**

- ▶ **B. Keys and Openers**
- ▶ **At closing Buyer gets ALL**
  - Keys
  - Door Openers
  - Codes
  - Other similar equipment

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**¶ A.6. Holder of Earnest Money**

- ▶ **ABC Realty (Your Firm)**
- ▶ **XYZ Law Firm**
- ▶ **Seller (add F 80)**

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**¶ B.6. Holder of Earnest Money**

- ▶ *Deposited Holders escrow/trust account not later than*
- ▶ *5 Banking days after Binding Date*
- ▶ *or*
- ▶ *5 Banking days after Date actually received by Holder (Agent) if after Binding Date*
  
- ▶ *If check is deposited will NOT be returned until check clears*

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**¶ B.6. Holder of Earnest Money**

- ▶ *If Earnest Money Check is dishonored*
- ▶ *OR*
- ▶ *Payment is late*
- ▶
- ▶ *Holder MUST Notice Buyer & Seller*
- ▶ *Buyer has 3 Banking days to correct*
- ▶
- ▶ *if Buyers check is not delivered or made good*
- ▶ *Seller has 7 day right to terminate*

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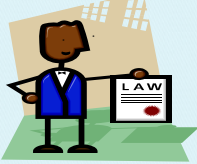
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**¶ A.7. Closing Law Firm**

- ▶ **Name of law firm or attorney**
- ▶ **(Mason, Dixon & Weissman)**



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**¶ B.7. Closing Law Firm**

- ▶ **Buyer Agrees to Select Law Firm Listed**
- ▶ **Predatory Lending Law**
- ▶ **Attorney Represents Lender**
- ▶ **Cash sale Attorney Represents Buyer**



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**¶ A.8. Earnest Money**

- ▶ Earnest Money Shall be paid by
- ▶ (Check)
- ▶ Cash
- ▶ Wire Transfer of immediately available funds

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**¶ A.8. Earnest Money**

- ▶ a. \$(9765)\_\_\_\_\_ as of Offer Date
- ▶ b. \$\_\_\_\_\_within \_\_\_\_\_ days from the Binding Agreement Date
- ▶ c. \_\_\_\_\_

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**¶B.8. Return and Disbursement of Earnest Money**

- ▶ a. Entitlement to Earnest Money
  - 1. No Contract
  - 2. Contingency or Condition
  - 3. Seller Default
  - 4. Right to Terminate
  - 5. Closing



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**¶B.8. Return and Disbursement of Earnest Money**

- ▶ b. Disbursement of Earnest Money
  - ▶ 1. Closing
  - ▶ 2. Written Agreement
    - ▶ Agreement to Disburse Earnest Money (F83)
  - ▶ 3. Court Order or Arbitrator
  - ▶ 4. no Contract
  - ▶ 5. Reasonable Interpretation
    - 10 day Notice 2<sup>nd</sup> 10 day notice

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**¶B.8. Return and Disbursement of Earnest Money**

- ▶ b. Disbursement of Earnest Money
  - ▶ Money to Seller
    - 1. Buyer Default
    - 2. 10 day notice
  - ▶ Seller Accepts
    - Liquidated Damages
    - Release Buyer and Broker
  - ▶ Seller Declines
    - 1. 10 day notice
    - 2. Money to Buyer



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**¶B.8. Return and Disbursement of Earnest Money**

- ▶ c. Interpleader
- ▶ Dispute over Money
- ▶ Interpleader Lawsuit
- ▶ Holder deducts Cost
- ▶ Loser pays Winner
  - Winners Cost
  - Holders Cost



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**¶ B.8. Return and Disbursement of Earnest Money**

- ▶ d. Hold Harmless
- ▶ All parties agree
  
- ▶ 1. indemnify Holder
  
- ▶ 2. not sue Holder

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**¶ A.9. Inspection and Due Diligence**

- ▶ a. Property is being sold subject to a Due Diligence Period of   (15)   days from the Binding Agreement Date
  
- ▶ "0", "NA", "AS IS" = AS IS

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**¶ A.9. Inspection and Due Diligence**

- ▶ b. Option Payment for Due Diligence Period:
  - 1. \$10 nonrefundable option money
  - PLUS
  - 2. \$\_\_\_\_\_ additional option money by
  - check  wire transfer
  - as of the offer date
  - within \_\_\_\_\_ days of binding agreement date
  - Nonrefundable when binding
  - Not applied to purchase price

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### ¶ A.9. Inspection

- ▶ Buyer has or has not received brochure
- ▶ a. "Protect Yourself When Buying a Home"
- ▶ b. "What Buyers Should Know About Flood Hazard Areas and Flood Insurance"
- ▶ Listed in Exhibits

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### ¶ B.9. Inspection

- ▶ a. Right to Inspect Property
- ▶ Buyers Expense Inspect, Examine, Test, Appraise, Survey
- ▶ Until Closing
- ▶ Seller has Utilities And Equipment On
- ▶ Hold Harmless



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### ¶ B.9. Inspection

- ▶ b. Duty to Inspect
- ▶ Neighborhood
  - Landfills, quarries,
  - Power lines, airports,
  - Cemeteries, prisons,
  - Stadiums, odor & noise,
  - Crime, schools, land use,
  - Government maps & plans
- ▶ For Sex Offenders



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**¶ B.9. Inspection**

- ▶ c. Warranties Transfer
- ▶ At closing Seller transfers, Buyer accepts (at Buyers expense if cost)
  - Manufactures warranties
  - Service contracts
  - Termite treatment or repair guarantees
  - Other similar warranties

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**¶ B.9. Inspection**

- ▶ d. property sold "as-is" unless this agreement is subject to due diligence period
- ▶ (1) General
- ▶ Unless Due Diligence Period "AS IS"
- ▶ Due Diligence Period Shall
  - (a) Create Option
  - Buyer can Terminate for Any or No reason
  - (b) Seller Agrees Buyer has Paid \$10



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**¶ B.9. Inspection**

- ▶ d. property sold "as-is" unless this agreement is subject to due diligence period
- ▶ (2) Purpose
- ▶ Buyer determines whether To proceed or not proceed with Purchase.
- ▶ Can Negotiate Amendment to Address concerns (F107)



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**¶ B.9. Inspection**

- ▶ d. property sold "as-is" unless this agreement is subject to due diligence period
- ▶ (3) Notice of Decision Not To Proceed
- ▶ Prior to end of Due Diligence period Buyer gives Notice (F83) to Terminate Agreement.
- ▶ Otherwise Buyer (a) has accepted property AS-IS (b) has no right to terminate based on Due Diligence

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**¶ B.9. Inspection**

- ▶ e. Repairs
- ▶ All agreed upon repairs performed
- ▶ Good and Workmanlike manner
- ▶ Prior to closing

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**¶ A.10. Lead Based Paint**

- ▶ To the best of Seller's knowledge, the residential dwelling(s) on the Property (including any portion thereof or painted fixture therein)
- ▶  was OR  was not built prior to 1978
- ▶ (If it was, a Lead-Based Paint Exhibit must be attached to this Agreement).
- ▶ F 54

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**¶ B.10. Lead-Based Paint**

- ▶ WAS built prior to 1978
- ▶ Attach exhibit (F54)
- ▶ Residential Dwelling
- ▶ Includes
  - Painted Fixture
  - Material



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**¶ A.11. Brokerage Relationships In This Transaction.**

- ▶ a. Selling Broker is (Your Firm) \_\_\_\_\_ and is:
- ▶ (X)  representing Buyer as a client
- ▶  not representing Buyer (Buyer is a customer)
- ▶  acting as a dual agent representing both Buyer and Seller
- ▶  acting as a designated agent where \_\_\_\_\_ has been assigned to exclusively represent Buyer

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**¶ A.11. Brokerage Relationships In This Transaction.**

- ▶ b. Listing Broker is (GAR REALTY)\_\_\_\_ and is:
- ▶ (X)  representing Seller as a client
- ▶  not representing Seller (Seller is a customer)
- ▶  acting as a dual agent representing both Buyer and Seller
- ▶  acting as a designated agent where \_\_\_\_\_ has been assigned to exclusively represent Seller

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### TRUE or FALSE

- ▶ If a Agent is sleeping with the Buyer or Seller that is nobody's business but theirs and does not have to be disclosed in the contract.

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### ¶ A.11. Brokerage Relationships In This Transaction.

- ▶ c. Material Relationship Disclosure: Broker and / or their affiliated licensees disclose the following material relationships.
- ▶ (NA)
- ▶ Personal\_\_
- ▶ Family\_\_
- ▶ Business\_\_



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### ¶ B. 11. Agency and Brokerage

- ▶ a. Agency Disclosure Defines Broker and duties of Broker,
- ▶ Brokerage Engagement
- ▶ BRRETA
- ▶ (1) No Agency
  - Only Ministerial acts
- ▶ (2) Consent to Dual
- ▶ Agency
  - i Dual agency Disclosure
  - ii Designated Agency disclosure



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### ¶ B.11. Agency and Brokerage

- ▶ B. Brokerage
- ▶ Seller pays Listing Broker
  
- ▶ Listing Broker shares with Selling Broker
  - Per instructions on F32 Commission Confirmation Agreement/Instructions to Closing Attorney
  
- ▶ Closing Attorney Pays both at Closing Out of Sale – if short collect at closing

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### ¶ B.11. Agency and Brokerage

- ▶ c. Disclaimer
- ▶ No Duty to Advise
- ▶ I Know Nothing About Nothing
- ▶ Seek Expert Advice



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### ¶ A. 12. Time Limit of Offer

- ▶ The Offer set forth herein expires at \_\_\_\_\_ o'clock \_\_\_\_\_.m. on the date\_\_\_\_\_
  
- ▶ (6:00)
- ▶ (PM)
- ▶ (5 January)
- ▶ (2014)



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**¶ B.12. Time Limit of Offer**

- ▶ DATE and Time Offer Expires
- ▶ Unless
- ▶ BOTH
- ▶ a. Offer Accepted
- ▶ b. Acceptance Delivered Back



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**TRUE or FALSE**

- ▶ IF the Time Limit of Offer expires at 6:00 p.m. On Nov. 10.
- ▶ The offer is accepted and binding on Nov. 10 at 1:00 p.m.
- ▶ A Due Diligence period of 10 days will expire at 1:00 p.m. on Nov. 19

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**INITIALS**

- ▶ Buyer(s) Initials \_\_\_\_\_ (RL) \_\_\_\_\_ / \_\_\_\_\_
- ▶ Seller(s) Initials \_\_\_\_\_ (BB) \_\_\_\_\_ / \_\_\_\_\_

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### ¶C.1. Notices

- ▶ a. Writing
  - 1. Person
  - 2.a. Courier
  - 2.b. Overnight
  - 2.c. Mail
  - 3.a E-mail
  - 3.b.Fax
  - (NO PHONE)
  - Prove Delivery



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### ¶C.1. Notices

- ▶ B. Delivery of Notice
- ▶ Notice is delivered and received when
  - 1. Upon Actual Receipt
  - 2. Delivered to Address by Delivery Service
  - 3. Electronically Sent by E-mail or Fax
- ▶ Notice MUST be sent to address, fax number, or e-mail address list in contract.
- ▶ Sender must prove delivery

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### ¶C.1. Notices

- ▶ C. When Broker Authorized to Accept Notice for Client
- ▶ Notice to Broker/Licensee is notice to Client
- ▶ Staff can receive notice by delivery service
- ▶ Must be to physical/e-mail address or fax number in contract
- ▶ Except no agency or dual agency
- ▶ Designed agency only designated licensee

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## C.2. Default

- ▶ a. Rights of Buyer or Seller. Party defaults other party has all lawful remedies
- ▶ b. Rights of Broker. Party Defaults pays as Liquidated Damages Brokers:
  - Without Brokerage Engagement
    - Amount broker would have received if closed
  - With Brokerage Engagement
    - Amount provided for in brokerage engagement

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## ¶C.3. Risk of Damage to Property

- ▶ Property Condition Same or Better
- ▶ Clean
- ▶ Destroyed
  - Seller gives Notice
  - 14 days to terminate
- ▶ Removed "normal wear and tear excepted"



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## ¶C.4. Other Provisions

- ▶ a. Entire Agreement, Modification, Assignment
- ▶ b. Survival of Agreement
  - 1. Commission
  - 2. Title Warranty
  - 3. Representations of Seller
  - 4. Done after Closing



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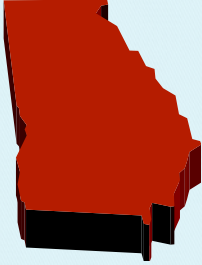
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### ¶C.4. Other Provisions

- ▶ c. Governing Law and Interpretation - Georgia
- ▶ Time
- ▶ d. Time of Essence
- ▶ e. Terminology
- ▶ f. Binding Date



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### ¶C.4. Other Provisions

- ▶ g. Duty to Cooperate
- ▶ h. Electronic Signatures
- ▶ i. Extension of Deadlines
- ▶ j. GAR Forms
- ▶ K. No Authority to bind

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### TRUE or FALSE

- ▶ An Exhibit to the Purchase and Sale Agreement overrides a Special Stipulation added to the same agreement

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### ¶C.5. Exhibits and Addenda

- ▶ List of common Exhibits
- ▶ Exhibits Control
  - Printed
- ▶ Special Stipulations Control
  - Exhibits
  - Printed
- ▶ Additional Special Stipulations
  - Are Attached
  - Are Not Attached

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### Last Page

- ▶ Buyer's/Seller's Signature and contact Info
- ▶ Brokers (Company) Name/License Number
- ▶ Agents Name/License Number
- ▶ Brokers/Agents Contact Information
- ▶ Member of \_\_\_\_\_ of REALTORS
- ▶ BOX – Binding Agreement Date

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# PURCHASE AND SALE AGREEMENT

Offer Date: \_\_\_\_\_



2015 Printing

## A. KEY TERMS AND CONDITIONS

**1. Purchase and Sale.** The undersigned buyer(s) ("Buyer") agree to buy and the undersigned seller(s) ("Seller") agree to sell the real property described below including all fixtures, improvements and landscaping therein ("Property") on the terms and conditions set forth in this Agreement.

**a. Property Identification:** Address: \_\_\_\_\_  
City \_\_\_\_\_, County \_\_\_\_\_, Georgia, Zip Code \_\_\_\_\_  
MLS Number: \_\_\_\_\_ Tax I.D. Number: \_\_\_\_\_

**b. Legal Description:** The legal description of the Property is [select one of the following below]:  
 (1) attached as an exhibit hereto;  
 (2) the same as described in Deed Book \_\_\_\_\_, Page \_\_\_\_\_ of the land records of the above county; **OR**  
 (3) Land Lot(s) \_\_\_\_\_ of the \_\_\_\_\_ District, \_\_\_\_\_ Section/ GMD, Lot \_\_\_\_\_, Block \_\_\_\_\_, Unit \_\_\_\_\_, Phase/Section \_\_\_\_\_ of \_\_\_\_\_ Subdivision/Development, according to the plat recorded in Plat Book \_\_\_\_\_, Page \_\_\_\_\_, et. seq., of the land records of the above county.

**2. Survey.** A survey of Property  is **OR**  is not attached to this Agreement as an exhibit.

**3. Purchase Price of Property to be Paid by Buyer.**  
\$ \_\_\_\_\_

**4. Closing Costs and Prorations.**  
**a. Seller's Contribution at Closing:**  
\$ \_\_\_\_\_

**5. Closing and Possession.**  
**a. Closing Date:** \_\_\_\_\_

**b. Seller Retains Possession of Property Through:** \_\_\_\_\_

**6. Holder of Earnest Money ("Holder").** \_\_\_\_\_

**7. Closing Law Firm.** \_\_\_\_\_

**8. Earnest Money.** Earnest Money shall be paid by  check  cash or  wire transfer of immediately available funds as follows:  
 a. \$ \_\_\_\_\_ as of the Offer Date.  
 b. \$ \_\_\_\_\_ within \_\_\_\_\_ days from the Binding Agreement Date.  
 c. \_\_\_\_\_

**9. Inspection and Due Diligence.**  
**a. Due Diligence Period:** Property is being sold subject to a Due Diligence Period of \_\_\_\_\_ days from the Binding Agreement Date.  
**b. Option Payment for Due Diligence Period:** In consideration of Seller granting Buyer the option to terminate this Agreement, Buyer:  
(1) has paid Seller \$10.00 in nonrefundable option money, the receipt and sufficiency of which is hereby acknowledged; plus  
(2) shall pay Seller additional option money of \$ \_\_\_\_\_ by  check or  wire transfer of immediately available funds either  as of the Offer Date; **OR**  within \_\_\_\_\_ days from the Binding Agreement Date. Any additional option money paid by Buyer to Seller shall become nonrefundable when the Agreement becomes binding and shall not be applied toward the purchase price at closing.

**10. Lead-Based Paint.** To the best of Seller's knowledge, the residential dwelling(s) on the Property (including any portion thereof or painted fixture therein)  was **OR**  was not built prior to 1978.

**11. Brokerage Relationships in this Transaction.**

**a. Selling Broker is** \_\_\_\_\_ **and is:**  
(1)  representing Buyer as a client.  
(2)  not representing Buyer (Buyer is a customer).  
(3)  acting as a dual agent representing Buyer and Seller.  
(4)  acting as a designated agent where:  
\_\_\_\_\_ has been assigned to exclusively represent Buyer.

**b. Listing Broker is** \_\_\_\_\_ **and is:**  
(1)  representing Seller as a client.  
(2)  not representing Seller (Seller is a customer).  
(3)  acting as a dual agent representing Buyer and Seller.  
(4)  acting as a designated agent where:  
\_\_\_\_\_ has been assigned to exclusively represent Seller.

**c. Material Relationship Disclosure:** Broker and/or their affiliated licensees disclose the following material relationships:  
\_\_\_\_\_

**12. Time Limit of Offer.** The Offer set forth herein expires at \_\_\_\_\_ o'clock \_\_\_\_\_ m. on the date \_\_\_\_\_.

Buyer(s) Initials \_\_\_\_\_ / \_\_\_\_\_ Seller(s) Initials \_\_\_\_\_ / \_\_\_\_\_

## B. CORRESPONDING PARAGRAPHS FOR SECTION A

### 1. Purchase and Sale/Title.

- a. **Warranty:** Seller warrants that at the time of closing Seller will convey good and marketable title to said Property by limited warranty deed subject only to: (1) zoning; (2) general utility, sewer, and drainage easements of record as of the Binding Agreement Date and upon which the improvements do not encroach; (3) declarations of condominium and declarations of covenants, conditions and restrictions of record on the Binding Agreement Date; and (4) leases and other encumbrances specified in this Agreement. Buyer agrees to assume Seller's responsibilities in any leases specified in this Agreement.
- b. **Examination:** Buyer may examine title and furnish Seller with a written statement of title objections at or prior to the closing. If Seller fails or is unable to satisfy valid title objections at or prior to the closing or any unilateral extension thereof, which would prevent the Seller from conveying good and marketable title to the Property, then Buyer, among its other remedies, may terminate the Agreement without penalty upon written notice to Seller. Good and marketable title as used herein shall mean title which a title insurance company licensed to do business in Georgia will insure at its regular rates, subject only to standard exceptions.

2. **Survey.** Notwithstanding any other provision to the contrary contained herein, Buyer shall have the right to terminate this Agreement upon notice to Seller if a new survey of the Property performed by a licensed Georgia surveyor is obtained that is materially different from any survey of the Property provided by Seller and attached hereto as an exhibit. The term "materially different" shall not apply to any improvements or repairs constructed by Seller in their agreed-upon locations subsequent to Binding Date Agreement. Matters revealed in any survey, including a survey attached hereto may be raised by Buyer as title objections.

3. **Purchase Price and Method of Payment.** The Purchase Price shall be paid in U.S. Dollars at closing in cash or its equivalent which shall only include the wire transfer of immediately available funds, or a cashier's check issued for the closing by a federally insured bank, savings bank, savings and loan association or credit union where the funds are immediately available.

### 4. Closing Costs and Prorations.

- a. **Items Paid By Buyer:** At closing, Buyer shall pay: (1) Georgia property transfer tax; (2) the cost to search title and tax records and prepare the warranty deed; and (3) all other costs, fees and charges to close this transaction.
- b. **Items Paid By Seller:** At closing, Seller shall make the referenced Seller's Monetary Contribution which Buyer may use to pay any cost or expense of Buyer related to this transaction. Buyer acknowledges that Buyer's mortgage lender(s) may not allow the Seller's Monetary Contribution, or the full amount thereof, to be used for some costs or expenses. In such event, any unused portion of the Seller's Monetary Contribution shall remain the property of the Seller. In addition, Seller shall pay all costs, fees and charges necessary to clear title encumbrances and/or defects necessary to allow Seller to be able to convey good and marketable title to the Property and any title curative documents, extra costs, fees and charges resulting from Seller not being able to attend the closing in person.
- c. **Prorations:** Ad valorem property taxes, community association fees, solid waste and governmental fees and utility bills for which service cannot be terminated as of the date of closing shall be prorated as of the date of closing. In the event ad valorem property taxes are based upon an estimated tax bill or tax bill under appeal, Buyer and Seller shall, upon the issuance of the actual tax bill or the appeal being resolved, promptly make such financial adjustments between themselves as are necessary to correctly prorate the tax bill. In the event there are tax savings resulting from a tax appeal, third party costs to handle the appeal may be deducted from the savings for that tax year before re-prorating. Any pending tax appeal shall be deemed assigned to Buyer at closing.

### 5. Closing and Possession.

- a. **Right to Extend the Closing Date:** Buyer or Seller may unilaterally extend the closing date for seven (7) days upon notice to the other party given prior to or on the date of closing if: (1) Seller cannot satisfy valid title objections (excluding title objections that: (a) can be satisfied through the payment of money or by bonding off the same; and (b) do not prevent Seller from conveying good and marketable title, as that term is defined herein, to the Property); or (2) Buyer's mortgage lender, if any, (including in "all cash" transactions) or the closing attorney cannot fulfill their respective obligations by the date of closing, provided that the delay is not caused by Buyer. The party unilaterally extending the closing date shall state the basis for the delay in the notice of extension. If the right to unilaterally extend the closing date is exercised once by either the Buyer or Seller, the right shall thereafter terminate.
- b. **Keys and Openers:** At closing, Seller shall provide Buyer with all keys, door openers, codes and other similar equipment pertaining to the Property.

6. **Holder of Earnest Money.** The earnest money shall be deposited into Holder's escrow/trust account (with Holder being permitted to retain the interest if the account is interest bearing) not later than: (a) five (5) banking days after the Binding Agreement Date hereunder or (b) five (5) banking days after the date it is actually received if it is received after the Binding Agreement Date. If Buyer writes a check for earnest money and the same is deposited into Holder's escrow/trust account, Holder shall not return the earnest money until the check has cleared the account on which the check was written. In the event any earnest money check is dishonored by the bank upon which it is drawn, or earnest money is not timely paid, Holder shall promptly give notice of the same to Buyer and Seller. Buyer shall have three (3) banking days from the date of receiving the notice to cure the default and if Buyer does not do so, Seller may within seven (7) days thereafter terminate this Agreement upon notice to Buyer. If Seller fails to terminate the Agreement timely, Seller's right to terminate based on the default shall be waived.

**7. Closing Law Firm.** If Buyer is given the right to select a law firm from a mortgage lender's approved list of closing attorneys, Buyer agrees to select the law firm referenced in this Agreement. If the law firm named above is not on the mortgage lender's approved list, and cannot be added in time to close this transaction, Buyer may select another law firm from lender's approved list to close this transaction. The closing attorney shall represent the mortgage lender in any transaction in which the Buyer obtains mortgage financing (including transactions where the method of payment referenced herein is "all cash"). In transactions where the Buyer does not obtain mortgage financing, the closing attorney shall represent the Buyer. If the closing attorney declines such representation, the Buyer may select a different closing attorney.

**8. Return and Disbursement of Earnest Money.**

- a. Entitlement to Earnest Money:** Subject to the paragraph below, Buyer shall be entitled to the earnest money upon the: (1) failure of the parties to enter into a binding agreement; (2) failure of any contingency or condition to which this Agreement is subject; (3) termination of this Agreement due to the default of Seller; or (4) termination of this Agreement in accordance with a specific right to terminate set forth in the Agreement. Otherwise, the earnest money shall be applied towards the purchase price of the Property at closing or if other funds are used to pay the purchase price then the earnest money shall be returned to Buyer.
- b. Disbursement of Earnest Money:** Holder shall disburse the earnest money upon: (1) the closing of Property; (2) a subsequent written agreement of Buyer and Seller; (3) an order of a court or arbitrator having jurisdiction over any dispute involving the earnest money; or (4) the failure of the parties to enter into a binding agreement (where there is no dispute over the formation or enforceability of the Agreement). In addition, Holder may disburse the earnest money upon a reasonable interpretation of the Agreement, provided that Holder first gives all parties at least ten (10) days notice stating to whom and why the disbursement will be made. Any party may object to the proposed disbursement by giving written notice of the same to Holder within the ten (10) day notice period. Objections not timely made in writing shall be deemed waived. If Holder receives an objection and, after considering it, decides to disburse the earnest money as originally proposed, Holder may do so and send notice to the parties of Holder's action. If Holder decides to modify its proposed disbursement, Holder shall first send a new ten (10) day notice to the parties stating the rationale for the modification and to whom the disbursement will now be made. Holder shall offer to disburse the earnest money to Seller by check in the event Holder: (1) makes a reasonable interpretation of the Agreement that the Agreement has been terminated due to Buyer's default; and (2) sends the required ten (10) day notice of the proposed disbursement to Buyer and Seller. If the check is accepted and deposited by Seller, it shall constitute liquidated damages in full settlement of all claims of Seller against Buyer and the Brokers in this transaction. Such liquidated damages are a reasonable pre-estimate of Seller's actual damages, which damages are difficult to ascertain and are not a penalty. Nothing herein shall prevent the Seller from declining the tender of the earnest money by the Holder. In such event, Holder, after giving Buyer and Seller the required ten (10) day notice of the proposed disbursement, shall disburse the earnest money to Buyer.
- c. Interpleader:** If an earnest money dispute cannot be resolved after a reasonable time, Holder may interplead the earnest money into a court of competent jurisdiction if Holder is unsure who is entitled to the earnest money. Holder shall be reimbursed for and may deduct its costs, expenses and reasonable attorney's fees from any funds interpleaded. The prevailing defendant in the interpleader lawsuit shall be entitled to collect its attorney's fees, court costs and the amount deducted by Holder to cover Holder's costs and expenses from the non-prevailing defendant.
- d. Hold Harmless:** All parties hereby covenant and agree to: (1) indemnify and hold Holder harmless from and against all claims, injuries, suits and damages arising out of the performance by Holder of its duties; (2) not to sue Holder for any decision of Holder to disburse earnest money in accordance with this Agreement.

**9. Inspection and Due Diligence.**

- a. Right to Inspect Property:** Buyer and/or Buyer's representatives shall have the right to enter the Property at Buyer's expense and at reasonable times (including immediately prior to closing) to inspect, examine, test, appraise and survey Property. Seller shall cause all utilities, systems and equipment to be on so that Buyer may complete all inspections. Buyer agrees to hold Seller and all Brokers harmless from all claims, injuries and damages relating to the exercise of these rights.
- b. Duty to Inspect Neighborhood:** In every neighborhood there are conditions which different buyers may find objectionable. Buyer shall have the sole duty to become familiar with neighborhood conditions that could affect the Property such as landfills, quarries, power lines, airports, cemeteries, prisons, stadiums, odor and noise producing activities, crime and school, land use, government and transportation maps and plans. It shall be Buyer's sole duty to become familiar with neighborhood conditions of concern to Buyer. **If Buyer is concerned about the possibility of a registered sex offender residing in a neighborhood in which Buyer is interested, Buyer should review the Georgia Violent Sex Offender Registry available on the Georgia Bureau of Investigation Website at [www.gbi.georgia.gov](http://www.gbi.georgia.gov).**
- c. Warranties Transfer:** Seller agrees to transfer to Buyer, at closing, subject to Buyer's acceptance thereof (and at Buyer's expense, if there is any cost associated with said transfer), Seller's interest in any existing manufacturer's warranties, service contracts, termite treatment and/or repair guarantee and/or other similar warranties which, by their terms, may be transferable to Buyer.
- d. Property Sold "As-Is" Unless this Agreement is Subject to Due Diligence Period:**
- (1) **General:** Unless the Property is being sold subject to a Due Diligence Period referenced herein, the Property shall be sold "as-is" with all faults. The inclusion of a Due Diligence Period herein shall: (a) during its term make this Agreement an option contract in which Buyer may decide to proceed or not proceed with the purchase of the Property for any or no reason; and (b) be an acknowledgement by Seller that Buyer has paid separate valuable consideration of \$10 for the granting of the option.
- (2) **Purpose of Due Diligence Period:** During the Due Diligence Period, Buyer shall determine whether or not to exercise Buyer's option to proceed or not proceed with the purchase of the Property. If Buyer has concerns with the Property, Buyer may during the Due Diligence Period seek to negotiate an amendment to this Agreement to address such concerns.

- (3) **Notice of Decision Not To Proceed:** Buyer shall have elected to exercise Buyer's option to purchase the Property unless prior to the end of any Due Diligence Period, Buyer notifies Seller of Buyer's decision not to proceed by delivering to Seller a notice of termination of this Agreement. In the event Buyer does not terminate this Agreement prior to the end of the Due Diligence Period, then: (a) Buyer shall have accepted the Property "as-is" subject to the terms of this Agreement; and (b) Buyer shall no longer have any right to terminate this Agreement based upon the Due Diligence Period.
- e. **Repairs:** All agreed upon repairs and replacements shall be performed in a good and workmanlike manner prior to closing.
10. **Lead-Based Paint.** If any portion of a residential dwelling on the Property was built prior to 1978, the Lead-Based Paint Exhibit is hereby attached as an exhibit to this Agreement. The term "residential dwelling" includes any painted fixture or material used therein that was built or manufactured prior to 1978.
11. **Agency and Brokerage.**
- a. **Agency Disclosure:** In this Agreement, the term "Broker" shall mean a licensed Georgia real estate broker or brokerage firm and, where the context would indicate, the broker's affiliated licensees. No Broker in this transaction shall owe any duty to Buyer or Seller greater than what is set forth in their brokerage engagements and the Brokerage Relationships in Real Estate Transactions Act, O.C.G.A. § 10-6A-1 et. seq.;
- (1) **No Agency Relationship:** Buyer and Seller acknowledge that, if they are not represented by Brokers in a client relationship, they are each solely responsible for protecting their own interests, and that Broker's role is limited to performing ministerial acts for that party.
- (2) **Consent to Dual Agency:** If Broker is acting as dual agent in this transaction, Buyer and Seller consent to the same and acknowledge having been advised of the following:
- i. **Dual Agency Disclosure:** *[Applicable only if Broker is acting as a dual agent in this transaction.]*
- (a) As a dual agent, Broker is representing two clients whose interests are or at times could be different or even adverse;
- (b) Broker will disclose all adverse material facts relevant to the transaction and actually known to the dual agent to all parties in the transaction except for information made confidential by request or instructions from each client which is not otherwise required to be disclosed by law;
- (c) Buyer and Seller do not have to consent to dual agency and the consent of Buyer and Seller to dual agency has been given voluntarily and the parties have read and understand their brokerage engagement agreements.
- (d) Notwithstanding any provision to the contrary contained herein Buyer and Seller each hereby direct Broker while acting as a dual agent to keep confidential and not reveal to the other party any information which could materially and adversely affect their negotiating position.
- ii. **Designated Agency Disclosure:** If Broker in this transaction is acting as a designated agent, Buyer and Seller consent to the same and acknowledge that each designated agent shall exclusively represent the party to whom each has been assigned as a client and shall not represent in this transaction the client assigned to the other designated agent.
- b. **Brokerage:** Seller has agreed to pay Listing Broker(s) a commission pursuant to a separate brokerage engagement agreement entered into between the parties and incorporated herein by reference ("Listing Agreement"). The Listing Broker has agreed to share that commission with the Selling Broker. The closing attorney is hereby authorized and directed to pay the Broker(s) at closing, their respective portions of the commissions out of the proceeds of the sale. If the sale proceeds are insufficient to pay the full commission, the party owing the commission shall pay any shortfall at closing. The acceptance by the Broker(s) of a partial real estate commission at the closing shall not relieve the party owing the same from paying the remainder after the closing (unless the Broker(s) have expressly and in writing agreed to accept the amount paid in full satisfaction of the Broker(s) claim to a commission).
- c. **Disclaimer:** Buyer and Seller have not relied upon any advice or representations of Brokers other than what is included in this Agreement. Brokers shall have no duty to advise Buyer and Seller on any matter relating to the Property which could have been revealed through a survey, title search, Official Georgia Wood Infestation Report, inspection by a professional home inspector or construction expert, utility bill review, an appraisal, inspection by an environmental engineering inspector, consulting governmental officials or a review of this Agreement and transaction by an attorney, financial planner, mortgage consultant or tax planner. Buyer and Seller should seek independent expert advice regarding any matter of concern to them relative to the Property and this Agreement.
12. **Time Limit of Offer.** The Time Limit of the Offer shall be the date and time referenced herein when the Offer expires unless prior to that date and time both of the following have occurred: (a) the Offer has been accepted by the party to whom the Offer was made; and (b) notice of acceptance of the Offer has been delivered to the party who made the Offer.

## C. OTHER TERMS AND CONDITIONS

### 1. Notices.

- a. **Generally:** All notices given hereunder shall be in writing, legible and signed by the party giving the notice. In the event of a dispute regarding notice, the burden shall be on the party giving notice to prove delivery. The requirements of this notice paragraph shall apply even prior to this Agreement becoming binding. Notices shall only be delivered: (1) in person; (2) by courier, overnight delivery service or by certified or registered U.S. mail (hereinafter collectively "Delivery Service"); or (3) by e-mail or facsimile. The person delivering or sending the written notice signed by a party may be someone other than that party.
- b. **Delivery of Notice:** A notice to a party shall be deemed to have been delivered and received upon the earliest of the following to occur: (1) the actual receipt of the written notice by a party; (2) in the case of delivery by a Delivery Service, when the written notice is delivered to an address of a party set forth herein (or subsequently provided by the party following the notice provisions herein), provided that a record of the delivery is created; (3) in the case of delivery electronically, on the date and time the written notice is electronically sent to an e-mail address or facsimile number of a party herein (or subsequently provided by the party following the notice provisions herein). Notice to a party shall not be effective unless the written notice is sent to an address, facsimile number or e-mail address of the party set forth herein (or subsequently provided by the party following the notice provisions herein).

**c. When Broker Authorized to Accept Notice for Client:** Except where the Broker is acting in a dual agency capacity, the Broker and any affiliated licensee of the Broker representing a party in a client relationship shall be authorized agents of the party and notice to any of them shall for all purposes herein be deemed to be notice to the party. Notice to an authorized agent shall not be effective unless the written notice is sent to an address, facsimile number or e-mail address of the authorized agent set forth herein (or subsequently provided by the authorized agent following the notice provisions herein). Except as provided for herein, the Broker's staff at a physical address set forth herein of the Broker or the Broker's affiliated licensees are authorized to receive notices delivered by a Delivery Service. The Broker, the Broker's staff and the affiliated licensees of the Broker shall not be authorized to receive notice on behalf of a party in any transaction in which a brokerage engagement has not been entered into with the party or in which the Broker is acting in a dual agency capacity. In the event the Broker is practicing designated agency, only the designated agent of a client shall be an authorized agent of the client for the purposes of receiving notice.

**2. Default.**

- a. Rights of Buyer or Seller:** A party defaulting under this Agreement shall be liable for the default. The non-defaulting party may pursue any lawful remedy against the defaulting party.
- b. Rights of Broker:** In the event a party defaults under this Agreement, the defaulting party shall pay as liquidated damages to every broker involved in this transaction with whom the defaulting party does not have a brokerage engagement agreement an amount equal to the share of the commission the broker would have received had the transaction closed. For purposes of determining the amount of liquidated damages to be paid by the defaulting party, the written offer(s) of compensation to such broker and/or other written agreements establishing such broker's commission are incorporated herein by reference. The liquidated damages referenced above are a reasonable pre-estimate of the Broker(s) actual damages and are not a penalty. In the event a Broker referenced herein either has a brokerage engagement agreement or other written agreement for the payment of a real estate commission with a defaulting party, the Broker shall only have such remedies against the defaulting party as are provided for in such agreement.

**3. Risk of Damage to Property.** Seller warrants that at the time of closing the Property and all items remaining with the Property, if any, will be in substantially the same condition (including conditions disclosed in the Seller's Property Disclosure Statement) as on the Binding Agreement Date, except for changes made to the condition of Property pursuant to the written agreement of Buyer and Seller. Seller shall deliver Property clean and free of trash and debris at time of possession. Notwithstanding the above, if the Property is destroyed or substantially damaged prior to closing, Seller shall promptly give notice to Buyer of the same and provide Buyer with whatever information Seller has regarding the availability of insurance and the disposition of any insurance claim. Buyer or Seller may terminate this Agreement not later than fourteen (14) days from receipt of the above notice. If Buyer or Seller do not terminate this Agreement, Seller shall cause Property to be restored to substantially the same condition as on the Binding Agreement Date. The date of closing shall be extended until the earlier of one year from the original date of closing, or seven (7) days from the date that Property has been restored to substantially the same condition as on the Binding Agreement Date and a new certificate of occupancy (if required) is issued.

**4. Other Provisions.**

- a. Entire Agreement, Modification and Assignment:** This Agreement constitutes the sole and entire agreement between all of the parties, supersedes all of their prior written and verbal agreements and shall be binding upon the parties and their successors, heirs and permitted assigns. No representation, promise or inducement not included in this Agreement shall be binding upon any party hereto. This Agreement may not be amended or waived except upon the written agreement of Buyer and Seller. This Agreement may not be assigned by Buyer except with the written agreement of Seller. Any assignee shall fulfill all the terms and conditions of this Agreement.
- b. Survival of Agreement:** The following shall survive the closing of this Agreement: (1) the obligation of a party to pay a real estate commission; (2) any warranty of title; (3) all representations of Seller regarding the Property; and (4) any obligations which the parties herein agree shall survive the closing or may be performed or fulfilled after the closing.
- c. Governing Law and Interpretation:** This Agreement may be signed in multiple counterparts each of which shall be deemed to be an original and shall be interpreted in accordance with the laws of Georgia. No provision herein, by virtue of the party who drafted it, shall be interpreted less favorably against one party than another. All references to time shall mean the time in Georgia.
- d. Time of Essence:** Time is of the essence of this Agreement.
- e. Terminology:** As the context may require in this Agreement: (1) the singular shall mean the plural and vice versa; and (2) all pronouns shall mean and include the person, entity, firm, or corporation to which they relate.
- f. Binding Agreement Date:** The Binding Agreement Date in this Agreement shall be the date when the party making the last offer, or the Broker (except in a designated agency transaction) the Broker's employees or affiliated licensee of Broker representing that party as a client, receives notice that the offer has been accepted. This party (or the Broker or affiliated licensee representing this party as a client) shall fill in the Binding Agreement Date below and promptly give notice of this date to the other party. Filling in the Binding Agreement Date shall not be deemed to be a counteroffer.
- g. Duty to Cooperate:** All parties agree to do all things reasonably necessary to timely and in good faith fulfill the terms of this Agreement. Buyer and Seller shall execute and deliver such certifications, affidavits, and statements required by law or reasonably requested by the closing attorney, mortgage lender and/or the title insurance company to meet their respective requirements.
- h. Electronic Signatures:** For all purposes herein, an electronic or facsimile signature shall be deemed the same as an original signature; provided, however, that all parties agree to promptly re-execute a conformed copy of this Agreement with original signatures if requested to do so by, the buyer's mortgage lender or the other party.
- i. Extension of Deadlines:** No time deadline under this Agreement shall be extended by virtue of it falling on a Saturday, Sunday or federal holiday except for the date of closing.



- j. **GAR Forms:** The Georgia Association of REALTORS®, Inc. ("GAR") issues certain standard real estate forms. These GAR forms are frequently provided to the parties in real estate transactions. No party is required to use any GAR form. Since these forms are generic and written with the interests of multiple parties in mind, they may need to be modified to meet the specific needs of the parties using them. If any party has any questions about his or her rights and obligations under any GAR form he or she should consult an attorney. The parties hereto agree that the GAR forms may only be used in accordance with the licensing agreement of GAR. While GAR forms may be modified by the parties, no GAR form may be reproduced with sections removed, altered or modified unless the changes are visible on the form itself or in a stipulation, addendum, exhibit or amendment thereto.
- k. **No Authority to Bind:** No Broker or affiliated licensee of Broker, by virtue of this status, shall have any authority to bind any party hereto.

5. **Exhibits and Addenda.** All exhibits and/or addenda attached hereto, listed below, or referenced herein are made a part of this Agreement. If any such exhibit or addendum conflicts with any preceding paragraph (including any changes thereto made by the parties), said exhibit or addendum shall control:

- Back-up Agreement Contingency as Exhibit " \_\_\_\_\_ "
- Community Association Disclosure as Exhibit " \_\_\_\_\_ "
- Condominium Purchase and Sale Exhibit " \_\_\_\_\_ "
- FHA Loan Exhibit **OR**  VA Loan Exhibit **OR**  Conventional Loan Exhibit **OR**  USDA-RD Loan Exhibit **OR**  
 All Cash Exhibit as Exhibit " \_\_\_\_\_ "
- GAR brochure entitled "Protect Yourself When Buying a Home"
- GAR brochure entitled "What Buyers Should Know About Flood Hazard Areas and Flood Insurance".
- Lead-Based Paint Exhibit as Exhibit " \_\_\_\_\_ " *[If any portion of a residential dwelling was built prior to 1978, a Lead-Based Paint Exhibit must under federal law be attached as an exhibit to this Agreement.]*
- Lease Purchase and Sale Exhibit " \_\_\_\_\_ "
- Legal Description of the Property as Exhibit " \_\_\_\_\_ "
- Loan Assumption Exhibit " \_\_\_\_\_ "
- Sale or Lease of Buyer's Property Contingency as Exhibit " \_\_\_\_\_ "
- Seller's Property Disclosure Statement as Exhibit " \_\_\_\_\_ "
- Survey of Property as Exhibit " \_\_\_\_\_ "
- Temporary Occupancy Agreement as Exhibit " \_\_\_\_\_ "
- Other \_\_\_\_\_
- Other \_\_\_\_\_
- Other \_\_\_\_\_
- Other \_\_\_\_\_

**SPECIAL STIPULATIONS:** The following Special Stipulations, if conflicting with any exhibit, addendum, or preceding paragraph (including any changes thereto made by the parties), shall control:

Additional Special Stipulations  are or  are not attached.

**Buyer Acceptance and Contact Information**

1. \_\_\_\_\_  
Buyer's Signature  
\_\_\_\_\_  
Print or Type Name  
\_\_\_\_\_  
Buyer's Address  
\_\_\_\_\_  
Buyer's E-mail Address  
\_\_\_\_\_  
Buyer's Phone #                      Fax #

2. \_\_\_\_\_  
Buyer's Signature  
\_\_\_\_\_  
Print or Type Name  
\_\_\_\_\_  
Buyer's Address  
\_\_\_\_\_  
Buyer's E-mail Address  
\_\_\_\_\_  
Buyer's Phone #                      Fax #

**Selling Broker/Affiliated Licensee Contact Information:**

\_\_\_\_\_  
Selling Broker  
By: \_\_\_\_\_  
Broker or Broker's Affiliated Licensee  
\_\_\_\_\_  
Print or Type Name  
\_\_\_\_\_  
MLS Office Code                      Brokerage Firm License Number  
\_\_\_\_\_  
Phone #                                      Fax #  
\_\_\_\_\_  
E-Mail  
\_\_\_\_\_  
Selling Agent's Georgia Real Estate License Number  
Member of: \_\_\_\_\_ of REALTORS®

**Seller Acceptance and Contact Information**

1. \_\_\_\_\_  
Seller's Signature  
\_\_\_\_\_  
Print or Type Name  
\_\_\_\_\_  
Seller's Address  
\_\_\_\_\_  
Seller's E-mail Address  
\_\_\_\_\_  
Seller's Phone #                      Fax #

2. \_\_\_\_\_  
Seller's Signature  
\_\_\_\_\_  
Print or Type Name  
\_\_\_\_\_  
Seller's Address  
\_\_\_\_\_  
Seller's E-mail Address  
\_\_\_\_\_  
Seller's Phone #                      Fax #

**Listing Broker/Affiliated Licensee Contact Information:**

\_\_\_\_\_  
Listing Broker  
By: \_\_\_\_\_  
Broker or Broker's Affiliated Licensee  
\_\_\_\_\_  
Print or Type Name  
\_\_\_\_\_  
MLS Office Code                      Brokerage Firm License Number  
\_\_\_\_\_  
Phone #                                      Fax #  
\_\_\_\_\_  
E-Mail  
\_\_\_\_\_  
Listing Agent's Georgia Real Estate License Number  
Member of: \_\_\_\_\_ of REALTORS®

**Binding Agreement Date:** The Binding Agreement Date in this transaction is the date of \_\_\_\_\_  
and has been filled in by \_\_\_\_\_.

# Georgia Association REALTORS® - Partners in Education

## Student Course / Instructor Evaluation

Course Name \_\_\_\_\_

Instructor \_\_\_\_\_

Date \_\_\_\_\_

### Important Marking Instructions

- Make marks that fill bubbles completely
- Erase unwanted marks cleanly
- Example: (A) (B) (●) (D) (E)
- Make no stray marks on this form

**PLEASE FILL IN THE BUBBLES COMPLETELY SO ANSWERS ARE SCANABLE.**

**Please do NOT use check marks, x's or any other type of mark.**

**The instructor encouraged my participation through questions and answers or exercises.**

Strongly Disagree    Disagree    Neutral    Agree    Strongly Agree

**The instructor presented ideas clearly and made the subject matter interesting.**

Strongly Disagree    Disagree    Neutral    Agree    Strongly Agree

**The use of the outline / handouts for study and / or reference was helpful.**

Strongly Disagree    Disagree    Neutral    Agree    Strongly Agree

**The topic is relevant / helpful to my real estate activities.**

Strongly Disagree    Disagree    Neutral    Agree    Strongly Agree

**I would want this instructor back.**

Strongly Disagree    Disagree    Neutral    Agree    Strongly Agree

**Additional Comments:**

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Thank you for your input.  
(Revised 9-2012)