



2022 FORMS CHANGES

November 18, 2021

901 19th Avenue South
Nashville, TN 37212

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Changes to Tennessee REALTORS® Forms (2021 to 2022)

Note all forms have version dates listed in the bottom right corner of each form. **RED text denotes deletions** and **BLUE text denotes additions**. These documented changes consist of significant content change and do not include minor edits (e.g. punctuation, spelling, etc.).

ALL FORMS:

Version Dates have changed on the footer of every page to:

~~1/01/2021~~ 1/01/2022 (located on the right-hand side of the footer on every page)

This date signifies the date of the correct version to use for the current year!

Changes listed by Residential Forms (RF) and then Commercial Forms (CF)

RESIDENTIAL FORMS

NEW FORMS:

RF111 CO-LISTING AGREEMENT (BETWEEN TWO FIRMS)

RF635 MINIMUM APPRAISED VALUE CONTINGENCY ADDENDUM

Edits:

RF101 Exclusive Right to Sell Listing Agreement (Designated Agency)

RF102 Exclusive Right to Sell Listing Agreement (Seller Agency)

Line 18

~~all~~ window ~~treatments~~ (e.g. shutters, blinds, shades, ~~curtains, draperies~~) and hardware;

RF141 Exclusive Buyer Representation Agreement (Designated Agency)

Line 40

RF142 Exclusive Buyer Representation Agreement (Buyer Agency)

Line 45

In the event the buyer broker compensation herein is considered a non-allowable pursuant to VA guidelines and thus cannot be paid by buyer, this obligation is waived by Broker.

RF151 Listing/~~Agency~~ Buyer's Representation Mutual Release Agreement

Line 5-19

Whereas, the Client/Customer and Firm/Company have entered into a ~~marketing / listing / and/or agency~~ listing/buyer's representation agreement ("Agreement") with an Effective Date of _____ and all parties desire to terminate the Agreement(s) regarding the Property (if applicable) listed above.

NOW, THEREFORE, it is hereby agreed by and among the parties as follows (select one box):

☐ ~~If the Client/Customer enters into an agreement for the sale or exchange or contract to lease with option to buy within _____ days after the date of this Mutual Release of the Listing/Marketing Agreement with any buyer (or anyone acting on buyer's behalf) who has been introduced to the property directly or indirectly, during the term of the Listing/Marketing Agreement and any extensions thereof without the services of a licensed broker or agent, the Client/Customer agrees to pay compensation for a total of \$ _____ or _____% of the purchase price to the Firm/Company. This includes but is not limited to any introduction or exposure to Property by advertisements or postings appearing in any medium which originated as a result of listing the Property with Firm/Company. Client/Customer agrees to pay a cancellation fee of \$ _____, receipt of which is hereby~~

~~acknowledged. This paragraph shall not apply if the Property is listed with another licensed real estate broker at the time of such contract.~~

~~OR~~

☐ ~~Agency Listing~~ Agreement in conjunction with the aforementioned Client and Firm/Company is hereby mutually canceled.

Line 25-34

and obligations of the Agreement(s), with the following exception:

If the Client/Customer enters into an agreement for the sale or exchange or contract to lease with option to buy within ____ days after the date of this Mutual Release of the Listing/Marketing Agreement with any buyer (or anyone acting on buyer's behalf) who has been introduced to the property directly or indirectly, during the term of the Listing/Marketing Agreement and any extensions thereof without the services of a licensed broker or agent, the Client/Customer agrees to pay compensation for a total of \$_____ or _____% of the purchase price to the Firm/Company. This includes but is not limited to any introduction or exposure to Property by advertisements or postings appearing in any medium which originated as a result of listing the Property with Firm/Company. Client/Customer agrees to pay a cancellation fee of \$_____, receipt of which is hereby acknowledged. This paragraph shall not apply if the Property is listed with another licensed real estate broker at the time of such contract.

RF304 Disclaimer Notice

Line 98-99

17. RELIANCE. You understand that it is your responsibility to determine whether the size, location and condition of the property are acceptable prior to ~~signing a contract~~ submitting an Offer on a property.

RF401 Purchase and Sale Agreement

Line 14

~~all~~ window ~~treatments (e.g.,~~ shutters, blinds, shades, ~~curtains, draperies)~~ and hardware;

Line 54-55

The loan shall be of the type selected below (Select the appropriate boxes. ~~Unselected items will not be part of this Agreement~~):

Line 110-117

2. terminate the ~~agreement~~ Agreement by giving notice to ~~seller~~ Seller via the Notification form or equivalent written notice. Upon timely termination, Buyer is entitled to a refund of the Earnest ~~money~~ Money.

In the event Buyer fails to either waive the appraisal contingency or terminate the ~~agreement~~ Agreement as set forth above, this contingency shall be deemed satisfied. Thereafter, failure to appraise shall not be used as the basis for loan denial or termination of ~~contract~~ Agreement. Seller shall have the right to request any supporting documentation showing appraised value did not equal or exceed the agreed upon ~~purchase price~~ Purchase Price.

Line 253-261

6. Public Water or Public Sewer Systems

In the event it is discovered that Public Water or Public Sewer System is accessible to the Property and connection to the Property is required by a governmental agency/ authority or Lender, Buyer shall promptly notify the Seller via the Notification form or equivalent written notice. Seller and Buyer shall have five (5) days following such written notice but not later than the Closing Date to negotiate in good faith the payment for the cost and the connection to the Public Water or Public Sewer System. In the event Seller and Buyer do not reach a mutual written agreement for the payment of such cost or a mutually agreeable written extension of such time period as evidenced in an Amendment to this Agreement signed by both parties within such period of time, this Agreement is hereby terminated. If terminated the Buyer is entitled to a refund of the Earnest Money/Trust Money.

Line 324-333

The parties agree to negotiate repairs in good faith during the Resolution Period. Buyer retains the ability to accept the Property in its present "AS IS" condition during the Resolution Period. In the event Seller and Buyer do not reach a mutual written resolution during such Resolution Period or a mutually agreeable written extension thereof as evidenced in an Amendment to this Agreement signed by both parties within said period of time, this Agreement is hereby terminated. If terminated, Buyer is entitled to a refund of the Earnest Money/Trust Money.

☐ Buyer waives the option to request items to be repaired and/or replaced under D (3) above and there shall be no Resolution Period. Buyer retains the right to perform Buyer's Inspections and to timely furnish Seller with a list of written specified objections and immediately terminate this Agreement as provided in D (1) above or accept the Property in its present AS IS condition as provided under D (2) above.

Line 467-468

16. Seller's Additional Obligations. In addition to any other disclosure required by law, the Seller shall, prior to entering into a contract an Agreement with a Buyer, disclose in writing including acknowledgement of receipt:

RF481 Mutual Release of Purchase and Sale Agreement and Disbursement of Earnest Money/Trust Money

Line 13-14

If applicable, Buyer(s) have provided Seller(s) with any requested all required documentation which supports Buyer's right to terminate pursuant to any specific Buyer's contingency contained within the Agreement.

Line 26-28

- ☐ e. Inspection contingencies.
- ☐ f. Appraisal contingencies.
- ☐ g. Other: _____

RF601 Amendment to the Listing Agreement

Line 10

☐ Marketing of Property Commencement date changed to: _____.

RF622 Back-up Agreement Contingency Addendum

Line 18-23

6. In the event that the Primary Agreement is terminated or becomes null and void, Seller or Seller's Representative shall deliver to Buyer or Buyer's Representative written notice thereof, at which time the contingency provided in this Addendum is satisfied and this Agreement shall move into a primary position. ~~All time periods specified in days in this Agreement, shall commence from the date Buyer receives written notice that the Primary Agreement has been terminated or is null and void.~~ The date Buyer or Buyer's Representative receives written notice that the Primary Agreement has been terminated or is null and void will serve as the start date for all time periods specified in days in this Agreement.

RF625 VA/FHA Loan Addendum

Line 30-36

6. **PUBLIC WATER OR PUBLIC SEWER SYSTEMS.** See Public Water or Public Sewer Systems section in Purchase and Sale Agreement. As required by VA/FHA, both the Buyer and Seller agree that if public water or a public sewer system is available at the street, the Property must be connected. If available and Property is not connected, select one:

☐ ~~A. _____ agrees to pay the cost of said connection not to exceed \$_____.~~

☐ ~~B. Buyer to pay \$_____ and Seller to pay \$_____ for the cost of connection.~~

~~**CERTIFICATION.** At the time of Closing _____ shall provide certification, from the proper authority, that the Property is connected to and serviced by the public system.~~

Line 41-45

8. NON-ALLOWABLE SETTLEMENT CHARGES OR CLOSING COSTS. In the event of settlement charges or closing costs at time of closing which are deemed to be non-allowable and not chargeable to the Buyer pursuant to the governmental guidelines, Seller agrees to pay at closing (evidenced by delivery of warranty deed and payment of purchase price) such non-allowable settlement charges or closing costs on behalf of Buyer at a sum not to exceed \$_____ (shall be deemed to be zero if left blank).

RF634 Investment Property Addendum

Line 15-18

- ☐ For properties used as a short-term rental unit as defined in Tenn. Code Ann. §13-7-602, this Agreement is contingent upon Buyer's receipt, review, inspection, and satisfactory approval of accounting statements for the past _____ months showing the occupancy rate for each month, the average nightly rental rate, and any applicable fees and taxes.

RF656 Notification

Line 125

- ☐ 35. For Back-Up Agreement Contingencies only, Seller hereby notifies Buyer that the Primary Agreement has been terminated or is null and void. Buyer's Back-Up Agreement has moved into a primary position.

RF707 Additional Contract Language

Line 272-274

21. CO-LISTING AGREEMENT

Seller hereby authorizes Broker to enter into a Co-Listing Agreement for Property. Seller grants the Co-Listing Broker the authority to conduct every activity Broker is authorized to pursuant to this Agreement.

RF708 Purchase and Sale Agreement Timeline Checklist

Line 8

Closing Date: _____ ☐ ~~Contract~~ Agreement sent to Closing Agency ☐ Time Scheduled

Line 33

APPRAISAL Purchase ~~contingent conditioned~~ upon appraisal ☐ Yes ☐ No

COMMERCIAL FORMS

NEW FORM:

CF604 SUBLEASE LISTING ADDENDUM TO THE COMMERCIAL OPEN LISTING AGREEMENT (FOR LEASE)

Edits:

CF121 Commercial Exclusive Leasing Agreement (Not a Property Management Agreement)

CF401 Commercial Purchase and Sale Agreement

Line 85-92

6. Closing.

- A. Closing Date.** This transaction shall be consummated ~~at the office of~~ _____ on _____, _____, (the "Closing Date") or at such other time ~~and place(s)~~ the parties may agree upon in writing.

B. Closing Agency for Buyer & Contact Information:

Closing Agency for Seller & Contact Information:

CO-LISTING AGREEMENT (Between Two Firms)

BROKER (Listing Company): _____

DESIGNATED AGENT (Listing Company): _____

ADDRESS OF LISTING COMPANY: _____

CO-LISTING BROKER: _____

CO-LISTING DESIGNATED AGENT: _____

ADDRESS OF CO-LISTING BROKER: _____

The parties named above do hereby agree to co list the property described below for the consideration discussed herein:

1. PROPERTY ADDRESS/LEGAL DESCRIPTION:

_____ (Address)
 _____ (City), Tennessee, _____ (Zip), as recorded in
 _____ County Register of Deeds Office, _____ deed book(s), _____
 page(s), and/or _____ instrument number. and further described as:

_____ together with all fixtures, landscaping, improvements, and appurtenances, all being hereinafter collectively referred to as the "Property".

2. EFFECTIVE DATE OF LISTING AGREEMENT ("Effective Date"): _____

3. TERM OF CO-LISTING AGREEMENT:

This Agreement shall be valid from the Effective Date through _____, 20____ ("Co-listing Expiration Date") If a contract to purchase, exchange, or lease is signed before this Agreement expires, the term hereof shall continue until final disposition of Purchase and Sales Agreement, exchange agreement, or lease agreement.

4. COMPENSATION:

Listing Broker shall receive _____ % of the total sales price or \$_____. Co-listing broker shall receive _____ % of the total sales price or \$_____.

A cooperating compensation is being offered to a Selling Agent or Facilitator who is the procuring cause of the transaction and a member participant of any MLS(es) in which the Property is listed in the amount of _____ % of the total sales price or \$_____. A cooperating compensation is being offered to a Selling Agent or Facilitator who is the procuring cause of the transaction and who is not a member participant of any MLS(es) in which the Property is listed in the amount of _____ % of the total sales price or \$_____.

5. APPORTIONMENT OF EXPENSES:

Advertising fee: _____

Other costs: _____

6. RESPONSIBILITIES AND RIGHTS OF THE PARTIES.

The listing agent warrants they have received written permission from the Seller to enter into a co-listing agreement and Seller has authorized the co-listing broker to advertise the property for sale. Instructions or changes to the listing remain at the sole discretion of the listing broker.

7. SPECIAL STIPULATIONS. The following Special Stipulations, if conflicting with any preceding section, shall control:

The party(ies) below have signed and acknowledge receipt of a copy.

BY: Listing Broker or Licensee Authorized by Broker

BROKER/FIRM

_____ at _____ o'clock ☐ am/ ☐ pm

Date

Address

Print/Type Name

Phone: _____

Email: _____

The party(ies) below have signed and acknowledge receipt of a copy.

BY: Co-Listing Broker or Licensee Authorized by Broker

BROKER/FIRM

_____ at _____ o'clock ☐ am/ ☐ pm

Date

Address

Print/Type Name

Phone: _____

Email: _____

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MINIMUM APPRAISED VALUE CONTINGENCY ADDENDUM

1 Buyer: _____
 2 Seller: _____
 3 Property: _____

4 This MINIMUM APPRAISED VALUE CONTINGENCY ADDENDUM (hereinafter "Addendum"), between the undersigned
 5 Buyer and Seller is entered into and is effective as of the Binding Agreement Date provided in the Purchase and Sale Agreement
 6 for the purpose of changing, deleting, supplementing, or adding terms to said Purchase and Sale Agreement ("Agreement"). In
 7 consideration of the mutual covenants herein and other good and valuable consideration, the receipt and sufficiency of which
 8 is hereby acknowledged, the parties agree as follows:

9 This Agreement is contingent upon the appraised value either equaling or exceeding \$ _____ ("Agreed Minimum
 10 Appraised Value"). If the appraised value equals or exceeds the Agreed Minimum Appraised Value, this contingency is
 11 satisfied. In consideration of Buyer having conducted an appraisal, the sufficiency of such consideration being hereby
 12 acknowledged, if the appraised value of the Property does not equal or exceed the Agreed Minimum Appraised Value, Buyer
 13 shall promptly notify the Seller via the Notification Form or equivalent written notice. Buyer shall then have three (3) days
 14 to either:

- 15 1. Waive the appraisal contingency via the Notification Form or equivalent written notice
 16 OR
- 17 2. Terminate the Agreement by giving notice to Seller via the Notification Form or equivalent written notice.
 18 Upon timely termination, Buyer is entitled to a refund of the Earnest Money.

19 In the event Buyer fails to either waive the appraisal contingency or terminate the Agreement as set forth above, this
 20 contingency shall be deemed satisfied. Thereafter, failure to appraise shall not be used as the basis for loan denial or
 21 termination of contract. Seller shall have the right to request any supporting documentation showing appraised value did not
 22 equal or exceed the Agreed Minimum Appraised Value.

23 Nothing in this Addendum shall be deemed to change the agreed upon Purchase Price. Buyer will furnish proof of available
 24 funds to cover the difference in Purchase Price and Agreed Minimum Appraised Value in the following manner:
 25 _____ (e.g. bank statement, Lender's commitment letter) within five (5) days after
 26 Binding Agreement Date. Should Buyer fail to do so, Seller may make written demand for compliance via the Notification
 27 form or equivalent written notice. If Buyer does not furnish Seller with the requested notice within two (2) days after such
 28 demand for compliance, Buyer shall be considered in default and Seller's obligation to sell is terminated. Failure to Close due
 29 to lack of funds shall be considered default by Buyer.

30 This Addendum is made a part of the Agreement as if quoted therein verbatim. Should the terms of this Addendum conflict
 31 with the terms of the Agreement or other documents executed prior to or simultaneous to the execution of this Addendum, the
 32 terms of this Addendum shall control, and the conflicting terms are hereby considered deleted and expressly waived by all
 33 parties. In all other respects, the Agreement shall remain in full force and effect.

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This form is copyrighted and may only be used in real estate transactions in which _____ is involved as a Tennessee REALTORS® authorized user. Unauthorized use of the form may result in legal sanctions being brought against the user and should be reported to Tennessee REALTORS® at 615-321-1477.



SUBLEASE LISTING ADDENDUM TO THE COMMERCIAL OPEN LISTING AGREEMENT (FOR LEASE)

ADDENDUM _____

1 Property Address: _____
 2 Broker: _____
 3 Original Tenant: _____

4 This SUBLEASE LISTING ADDENDUM TO THE COMMERCIAL OPEN LISTING AGREEMENT (FOR LEASE)
 5 (hereinafter "Addendum"), between the undersigned Broker and Tenant is entered into and is effective as of the Effective Date
 6 provided in the Commercial Open Listing Agreement (For Lease), hereinafter referred to as "Agreement" for the purpose of
 7 changing, deleting, supplementing, or adding terms to said Agreement. In consideration of mutual covenants herein and other
 8 good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

9 **Definitions.** For purposes of this Agreement,

10 "Primary Lease" means the written lease under which Original Tenant leases the Property from _____
 11 ("Landlord").

12 "Sublease" means a lease from Original Tenant to another person(s) for all or part of the Property for a term that expires on or
 13 before the date the Primary Lease ends.

14 "Subtenant" means another person(s) who receives by lease all or part of the Property from Original Tenant.

15 **Terms.**

16 Original Tenant has a Primary Lease for the Property and wishes to enter into a Sublease for the Property with a Subtenant.
 17 The Primary Lease expires on _____ ☐ including ☐ not including renewal options.

18 Original Tenant will sublease the Property for a term that expires on the date that the Primary Lease ends and on terms, in all
 19 other respects, identical to the Primary Lease except as follows:

20 _____
 21 _____
 22 _____

23 **Duties.**

24 Original Tenant warrants Original Tenant has proper authorization from Landlord to Sublease the Property and has provided
 25 Broker with a copy of the Primary Lease containing such authorization or other equivalent written permission from Landlord
 26 prior to the execution of this Agreement. Original Tenant warrants they will provide a copy of the Primary Lease to any
 27 Subtenant as an exhibit to a Sublease.

28 Original Tenant acknowledges Broker must obtain written permission from the owner of the Property or the owner's agent to
 29 advertise the Property for Sublease.

30 **Other Provisions.**

31 "Owner" shall mean "Original Tenant," "tenant(s)" shall mean "Subtenant(s)," and "Lease" shall mean "Sublease" wherever
 32 these terms appear in the Agreement.

33 This Addendum is made a part of the Agreement as if quoted therein verbatim. Should the terms of this Addendum conflict
 34 with the terms of the Agreement or other documents executed prior to or simultaneous to the execution of this Addendum, the
 35 terms of this Addendum shall control, and the conflicting terms are hereby considered deleted and expressly waived by both
 36 Broker and Original Tenant. In all other respects, the Agreement shall remain in full force and effect.

37

The party(ies) below have signed and acknowledge receipt of a copy.

38

39

BROKER

BROKER

40

_____ at _____ o'clock ☐ am/ ☐ pm

_____ at _____ o'clock ☐ am/ ☐ pm

41

Date

Date

42

The party(ies) below have signed and acknowledge receipt of a copy.

43

44

ORIGINAL TENANT

ORIGINAL TENANT

45

_____ at _____ o'clock ☐ am/ ☐ pm

_____ at _____ o'clock ☐ am/ ☐ pm

46

Date

Date

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EXCLUSIVE RIGHT TO SELL LISTING AGREEMENT (Designated Agency)

BROKER (listing company): _____

ADDRESS OF COMPANY: _____

OWNER/SELLER ("Seller" or "Client"): _____

ADDRESS OF OWNER/SELLER: _____

In consideration of Broker's Agreement to find a ready, willing, and able Buyer and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned Seller hereby grants Broker the Exclusive Right to Sell the hereinafter described Property in accordance with the following terms and conditions:

1. PROPERTY ADDRESS/LEGAL DESCRIPTION:

_____ (Address)
 _____ (City), Tennessee, _____ (Zip), as recorded in
 _____ County Register of Deeds Office, _____ deed book(s), _____
 page(s), and/or _____ instrument number. and further described as:

_____ together with all fixtures, landscaping, improvements, and appurtenances, all being hereinafter collectively referred to as the "Property".

A. **Included** as part of the Property (if present): all attached light fixtures and bulbs including ceiling fans; permanently attached plate-glass mirrors; heating, cooling, and plumbing fixtures and equipment; all doors, storm doors and windows; ~~all~~ window ~~treatments~~ (e.g. shutters, blinds, shades, ~~curtains, draperies~~) and hardware; all wall-to-wall carpet; range; all built-in kitchen appliances; all bathroom fixtures and bathroom mirrors; all gas logs, fireplace doors and attached screens; all security system components and controls; garage door opener and all (at least ____) remote controls; swimming pool and its equipment; awnings; permanently installed outdoor cooking grills; all landscaping and all outdoor lighting; mailbox(es); attached basketball goals and backboards; TV mounting brackets (inclusive of wall mount and TV brackets but excluding flat screen TVs); antennae and satellite dishes (excluding components); central vacuum systems and attachments; and all available keys, key fobs, access codes, master codes or other methods necessary for access to the Property, including mailboxes and/or amenities.

B. Other items that remain with the Property at no additional cost to Buyer:

C. Items that will **NOT** remain with the Property:

D. **Leased Items:** Leased items that remain with the Property are (e.g. security systems, water softener systems, etc.):

 If leases are not assumable, it will be Seller's responsibility to pay balance.

2. THE LISTING PRICE: \$ _____ (_____ Dollars)

3. TERM: This Agreement shall be valid from the date this Agreement is fully executed by all parties (the "Effective Date") through _____, 20 _____ ("Listing Expiration Date"). If a contract to purchase, exchange, or lease is signed before this Agreement expires, the term hereof shall continue until final disposition of Purchase and Sales Agreement, exchange agreement, or lease agreement.

Marketing of Property Commencement Date: Seller directs Broker to commence marketing of the Property for sale to the general public on the Effective Date

OR

☐ on the _____ day of _____, 20 _____.

This form is copyrighted and may only be used in real estate transactions in which _____ is involved as a Tennessee REALTORS® authorized user. Unauthorized use of the form may result in legal sanctions being brought against the user and should be reported to Tennessee REALTORS® at 615- 321-1477.



Carry-Over Clause. Should the Seller contract to sell or exchange, or contract to lease the Property within _____ days after the Listing Expiration Date of this Agreement to any Buyer/Tenant (or anyone acting on Buyer's/Tenant's behalf) who has been introduced to the Property, directly or indirectly, during the term hereof, as extended, the Seller agrees to pay the compensation as set forth below. This includes but is not limited to any introduction or exposure to Property by advertisements or postings appearing in any medium which originated as a result of listing the Property with Broker. This carry-over clause shall not apply if the Property is listed with another licensed real estate broker at the time of such contract.

4. POSSESSION OF PROPERTY to be delivered: _____

5. TERMS of sale acceptable to Seller (such as FHA, VA, Conventional, etc.): _____

6. COMPENSATION:

A total of \$ _____, or _____% compensation based on the total sales price which shall be paid by Seller to Broker in readily available funds on the date of closing of Property as evidenced by delivery of warranty deed and payment of purchase price which includes, but is not limited to, payment of purchase price in full, execution of a 1031 exchange, execution of a deed of trust, or execution of a promissory note (the "Closing"). In any exchange of the Property, Seller consents to Broker receiving compensation from both parties based upon the value of both properties.

In the event that the Property is leased under the terms of this Agreement, Seller agrees to pay a total of \$ _____, or _____% compensation based upon the monthly rental amount which shall be paid by Seller to Broker in readily available funds within five business days of rent being due under the terms of said lease. Said compensation shall be paid by Seller to Broker and shall continue for the duration of the lease agreement with compensation being paid to Broker within five business days of rent being due under the terms of the lease. This obligation to pay said compensation shall survive the natural termination of this Agreement. In the event that the Property is sold during the term of any lease agreement reached under this Agreement or any carry-over period described herein, Seller agrees to pay Broker at the time of Closing any remaining compensation based upon future rental payments and/or any compensation that may be due under the terms of this Listing Agreement.

In the event a Buyer is found for said Property during the period above set out, on the terms and at the price specified herein, or for a price and upon terms agreeable to Seller, Seller further agrees to convey said Property by warranty deed to such Buyer, free from all assessments, liens and encumbrances, but subject to all restrictions of record, if any. The compensation payable for the sale of Property is not set in any manner other than between Broker and Seller. Property is offered without regard to race, creed, color, religion, sex, handicap, familial status or national origin. A request from Seller to observe discriminatory requirements in the sale or lease of the Property will not be granted since it is a violation of the law.

In the event that a ready, willing, and able Buyer (or Tenant) is produced and a contract results, the Seller is obligated to compensate Broker in the event that Seller unlawfully fails to close or to fulfill lease terms by Seller's breach of the Purchase and Sale Agreement or lease agreement. In the event this occurs, Seller agrees to compensate Broker in an amount equal to the compensation which would have been due and owing Broker had the transaction closed or the lease been fulfilled. Such compensation will be payable without demand. Should the Broker consent to release the Listing prior to the expiration of the term of this Agreement or any extensions, Seller agrees to pay all costs incurred by Broker to market Property or other amount as agreed to by the parties as a cancellation fee, in addition to any other sums that may be due to Broker. Seller agrees to pay all reasonable attorney's fees together with any court costs and expenses which real estate firm incurs in enforcing any of Seller's obligations to pay compensation under this Listing Agreement. The parties hereby agree that all remedies are fair and equitable and neither party will assert the lack of mutuality of remedies as a defense in the event of a dispute.

7. RESPONSIBILITIES AND RIGHTS OF THE PARTIES.

Broker is hereby granted the authority to advertise this listing on the Internet. Broker is additionally permitted to file this listing with any Multiple Listing Service (MLS) or similar service(s) of which Broker is a member. Seller understands and agrees that by placing the listing on the MLS or these similar services, the listing may be included in a searchable database provided by the MLS or similar service which can be viewed on other agents' websites. Seller also agrees that the listing may also appear on publicly accessible websites sponsored by and/or affiliated with the MLS, the local association of Realtors®, or similar listing services and those who lawfully receive listing information from said entities. Broker shall provide timely notice to MLS of status changes, shall use best efforts to produce a Buyer, and may divide compensation with other real estate licensees for cooperation in connection with the sale or lease of the Property. Broker shall offer a cooperative compensation to any agent who is a member participant of any MLS(es) in which Property is listed in the amount of _____% of Selling Price/monthly rental amount or \$ _____ to

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a Selling Agent or Facilitator (an agent who is representing the interests of and/or is working with the Buyer/Tenant) who is the procuring cause of the transaction. Broker may offer a cooperative compensation to an agent who is not a member participant of the MLS(es) in which the Property is listed. In the event that Broker elects to offer a cooperating compensation to an agent who is not a member participant in the MLS(es) in which the Property is listed, it will be in the amount of _____% of Selling Price/monthly rental amount or \$_____ to a Selling Agent or Facilitator (an agent who is representing the interests of and/or is working with the Buyer/Tenant) who is the procuring cause of the transaction. In this event, Broker shall notify Seller in writing that a cooperative compensation is being offered to that nonmember participant agent. Seller will assist Broker in any reasonable way in selling Property and will refer to Broker all inquiries regarding this Property during the term of the Agreement, and any extensions or renewals thereof, and authorizes Broker to provide final sales information to the MLS for the purpose of compiling comparable sales data reports.

Broker is authorized to place a real estate sign and lock box on the Property and to remove all other real estate signs; to disseminate the Tennessee Residential Property Condition Disclosure, Disclaimer, Exemption, or Tennessee Residential Property Disclosure form and the Multiple Listing Profile Sheet as well as the Lead-Based Paint Disclosure form (if required by law and if such information is not otherwise disseminated); to exhibit said Property to any prospective Buyer; and to have interior/exterior photographs/videos taken, and/or audio recorded for the creation of any advertising materials of said Property to be used and distributed in promoting the sale and to use same to advertise the Property on the Internet or other broadcast media; and to do such advertising as Broker deems appropriate. In the event that Seller provides photographs, videos or other copyrightable materials to Broker, Seller grants Brokers a nonrevocable license to such material and the authority to grant license to Broker's MLS for storage; reproduction, compiling and distribution of said material. Seller shall allow the Property to be shown at all reasonable hours and otherwise cooperate with Broker.

Seller agrees that Broker is authorized to receive on behalf of Seller all notices, offers, and other documents incidental to the offering and sale of the Property which is covered by this Agreement. Seller agrees that such receipt by Broker may be deemed to be receipt by Seller if such documents so provide or if the law so requires. Seller agrees to keep Broker informed of Seller's whereabouts in order for Broker to promptly forward all such notices, offers and other information to Seller. In response to inquiries from Buyers or cooperating brokers, Broker will follow Seller's lawful instructions on the disclosure of the existence of any offer and/or disclosure of terms and conditions of any offer. (Code of Ethics Standard of Practice 1-15)

8. FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA") DISCLOSURE.

Seller is hereby notified to consult with his/her own closing attorney and tax professional concerning the applicability of the Foreign Investment in Real Property Tax Act ("FIRPTA") which may require tax withholding to be collected from Seller at the Closing of any sale of the Property. Examples of this may include if Seller can be classified as one of the following:

Non United States citizen;

Non resident alien; or

Foreign corporation, partnership, trust, or estate

It is Seller's Responsibility to seek independent tax advice prior to any Closing Date regarding such tax matters.

9. HOLD HARMLESS AND LIMITATIONS ON BROKER'S AUTHORITY AND RESPONSIBILITY.

Seller agrees to carefully review the information on the Multiple Listing Profile Sheet and to complete either the Tennessee Residential Property Condition Disclosure, Disclaimer, Exemption, or Tennessee Residential Property Disclosure form and to sign said documents. Seller also agrees to complete the Lead-Based Paint Disclosure if required by law and said information has not otherwise been disclosed in writing. Seller has not advised Broker and/or his affiliated Licensees (hereinafter "Agents") of any defects in the Property or the improvements located thereon, except as shall be noted on the Multiple Listing Profile Sheet and the Tennessee Residential Property Condition Disclosure, Disclaimer, Exemption, or Tennessee Residential Property Disclosure form signed by the Seller. Seller is not aware of any other defect or environmental factor which would affect the value of or structural integrity of improvements on the Property or the health of future occupants. Seller agrees that Seller shall be solely responsible for any misrepresentations or mistakes on the listing data wherein Seller has supplied such information on the attached Multiple Listing Profile Sheet, Tennessee Residential Property Condition Disclosure, Disclaimer, Exemption, or Tennessee Residential Property Disclosure form; the Lead-Based Paint Disclosure (if required by law). Seller further agrees to hold Agents and firm harmless and indemnify them from any claim, demand, action, liability or proceedings resulting from any omission, alleged omission or misrepresentation by Seller on said forms and/or for any material fact that is known or should be known by Seller concerning the Property and that is not disclosed to Agents and to provide for defense costs including reasonable attorney's fee for Agents and firm in such an event. Seller is not aware of any other defect, environmental factors or adverse facts (as defined in Tenn. Code Ann § 62-13-102) concerning the Property.

Seller is responsible for compliance with state or federal law regarding usage of video or audio recording devices while marketing or showing the property. Seller should seek legal advice regarding their rights or limitations related to their actions.

Seller authorizes Broker and/or his affiliated Licensees to conduct showings or "Open Houses" of the Property. Seller additionally authorizes Broker and/or his affiliated Licensees and any duly authorized key holder key entry access to the Property. Seller also authorizes Broker and/or his affiliated Licensees to place a lock box on said Property for the purpose of conducting or allowing cooperating brokers to conduct key-entry showings of this Property. Seller represents that adequate insurance will be kept in force to protect Seller in the event of any damage, losses or claims arising from entry to Property by persons through the above use of the key and agrees to hold Broker, its licensees, salespersons and employees harmless from any loss, theft, or damage incurred as a result of showings, Open Houses or other authorized entry thereof.

Seller acknowledges and agrees that Broker:

- A. May show other properties to prospective buyers who are interested in Seller's Property;
- B. Is not an expert with regard to matters that could be revealed through a survey, title search, or inspection; for the condition of the Property, any portion thereof, or any item therein; for any geological issues present on the Property; for the necessity or cost of any repairs to Property; hazardous or toxic materials; square footage; acreage; the availability and cost of utilities, septic, or community amenities; conditions existing off the Property that may affect the Property; uses and zoning of Property, whether permitted or proposed; for applicable boundaries of school districts or other school information; proposed or pending condemnation actions involving the Property; the appraised or future value of the Property; termites and wood destroying organisms; building products and construction techniques; the tax or legal consequences of a contemplated transaction; or matters relating to financing, etc. Seller acknowledges that Broker is not an expert with respect to the above matters and is hereby advised to seek independent expert advice on any of these matters which are of concern to Seller;
- C. Shall owe no duties to Seller nor have any authority to act on behalf of Seller other than what is set forth in this Agreement and the duties contained in the Tennessee Real Estate License Act of 1973, as amended, and the Tennessee Real Estate Commission Rules; and
- D. May make all disclosures required by law and/or the National Association of Realtors® Code of Ethics.

10. EXPERT ASSISTANCE

While Broker has considerable general knowledge of the real estate industry and real estate practices, Broker is not an expert in the matters of law, square footage, acreage, home inspections, geological issues, wood destroying organisms, taxation, financing, surveying, structural conditions, hazardous materials, engineering, etc. Client acknowledges Broker's advice to seek professional assistance and advice as needed in these and other areas of professional expertise. If Broker provides names or sources for such advice or assistance, Broker does not warrant or guarantee the services and/or products obtained by Client.

11. AGENCY

A. Definitions.

1. **Broker.** In this Agreement, the term "Broker" shall mean a licensed Tennessee real estate broker or brokerage firm and where the context would indicate, the Broker's affiliated licensees.
2. **Designated Agent for the Seller.** The individual licensee that has been assigned by his/her Managing Broker and is working as an agent for the Seller or Property Owner in this consumer's prospective transaction, to the exclusion of all other licensees in his/her company. Even if someone else in the licensee's company represents a possible Buyer for this Seller's Property, the Designated Agent for the Seller will continue to work as an advocate for the best interests of the Seller or Property Owner. An agency relationship of this type cannot, by law, be established without a written agency agreement.
3. **Facilitator/Transaction Broker (not an agent for either party).** The licensee is not working as an agent for either party in this consumer's prospective transaction. A Facilitator may advise either or both of the parties to a transaction but cannot be considered a representative or advocate of either party. "Transaction Broker" may be used synonymously with, or in lieu of, "Facilitator" as used in any disclosures, forms or agreements. [By law, any Licensee or company who has not entered into a written agency agreement with either party in the transaction is considered a Facilitator or Transaction Broker until such time as an agency agreement is established.]
4. **Dual agency.** The licensee has agreements to provide services as an agent to more than one (1) party in a specific transaction and in which the interests of such parties are adverse. This agency status may only be employed upon full disclosure to each party and with each party's informed consent.

5. **Adverse Facts.** “Adverse Facts” means conditions or occurrences generally recognized by competent licensees that have a negative impact on the value of the real estate, significantly reduce the structural integrity of improvements to real property or present a significant health risk to occupants of the property.
6. **Confidentiality.** By law, every licensee is obligated to protect some information as confidential. This includes any information revealed by a consumer which may be helpful to the other party IF it was revealed by the consumer BEFORE the licensee disclosed any agency relationship with that other party. AFTER the licensee discloses that he/she has an agency relationship with another party, any such information which the consumer THEN reveals must be passed on by the licensee to that other party.

B. Duties owed to all Parties to a Transaction.

Pursuant to the Tennessee Real Estate Broker License Act, every Real Estate Licensee owes the following duties to every Buyer and Seller, Tenant and Landlord (collectively “Buyers” and “Sellers”) unless otherwise provided by law:

1. To diligently exercise reasonable skill and care in providing services to all parties to the transaction.
2. To disclose to each party to the transaction any Adverse Facts of which licensee has actual notice or knowledge.
3. To maintain for each party in a transaction the confidentiality of any information obtained by a licensee prior to disclosure to all parties of a written agency agreement entered into by the licensee to represent either or both parties in the transaction. This duty of confidentiality extends to any information which the party would reasonably expect to be held in confidence, except for information which the party has authorized for disclosure or information required by law to be disclosed. This duty survives both the subsequent establishment of an agency relationship and the closing of the transaction.
4. To provide services to each party to the transaction with honesty and good faith.
5. To disclose to each party to the transaction timely and accurate information regarding market conditions that might affect such transaction only when such information is available through public records and when such information is requested by a party.
6. To timely account for earnest money deposits and all other property received from any party to a transaction and
7. A. To refrain from engaging in self-dealing or acting on behalf of licensee’s immediate family, or on behalf of any other individual, organization or business entity in which licensee has a personal interest without prior disclosure of such personal interest and the timely written consent of all parties to the transaction, and
B. To refrain from recommending to any party to the transaction the use of services of another individual, organization or business entity in which the licensee has an interest or from whom the licensee may receive a referral fee or other compensation for the referral, other than referrals to other licensees to provide real estate services, without timely disclosure to the party who receives the referral, the licensee’s interest in such referral or the fact that a referral fee may be received.

C. Duties owed to Client.

In addition to the above, the licensee has the following duties to his/her Client if the licensee has become an Agent or Designated Agent in a transaction, pursuant to the Tennessee Real Estate Broker License Act:

1. Obey all lawful instructions of the client when such instructions are within the scope of the agency agreement between the licensee and licensee’s client;
2. Be loyal to the interests of the client. Licensee must place the interests of the client before all others in negotiation of a transaction and in other activities, except where such loyalty/duty would violate licensee’s duties to a customer in the transaction; and
3. Unless the following duties are specifically and individually waived in writing by a client, licensee shall assist the client by:
 - A. Scheduling all Property showings on behalf of the client;
 - B. Receiving all offers and counter offers and forwarding them promptly to the client;
 - C. Answering any questions that the client may have in negotiation of a successful purchase agreement within the scope of the licensee’s expertise; and
 - D. Advising the client as to whatever forms, procedures and steps are needed after execution of the purchase agreement for a successful closing of the transaction.

Upon waiver of any of the duties contained in section 11.C.3., a consumer must be advised in writing by such consumer's agent that the consumer may not expect or seek assistance from any other licensees in the transaction for the performance of said duties.

D. Seller's Authorizations.

1. **Appointment of Designated Agent.** Seller hereby authorizes Managing Broker to appoint the Listing Licensee as Designated Agent for the Seller, to the exclusion of any other licensees associated with Broker. A Designated Agent for the Seller can and will continue to advocate Seller's interests in a transaction even if a Designated Agent for the Buyer (other than the licensee below) is also associated with Broker. The Managing Broker hereby appoints _____ to be the Designated Agent to the Seller in this transaction.
2. **Appointment of Subsequent Designated Agent.** Seller hereby authorizes the Managing Broker, if necessary, to appoint a licensee, other than the licensee named above, as Designated Agent for the Seller, to the exclusion of any other licensees associated with Broker. This shall be accomplished through an amendment to this Agreement, if necessary.
3. **Default to Facilitator in the event both parties are represented by the same Designated Agent.** The Designated Agent shall default to Facilitator status for all showings or transactions *involving the same Designated Agent for both the Seller and a prospective buyer*, immediately notifying (verbally) the Buyer and the Seller of the need to default to this Facilitator status to be confirmed in writing prior to the execution of the contract. Upon any default to Facilitator status, the former Designated Agent must assume a neutral position and will not be an advocate for either the Seller or any prospective buyers.
4. **Resumption of Agency Status.** In the event that the Designated Agent defaults to a Facilitator status, this Facilitator status will only be temporary. The Facilitator status will only last until any transaction or contemplated transaction in which the parties are all assisted by the same Facilitator is resolved (either because the transaction is closed or the transaction or contemplated transaction between these parties is terminated or not accepted and no further negotiations occur between the parties). At that time, the agent will immediately revert to Designated Agency status for the Seller again.

12. EARNEST MONEY/TRUST MONEY. Broker is authorized to accept from Buyer a deposit as earnest money/trust money to be applied to the purchase price for the Property. Such deposit is to be held by Broker in an escrow or trustee account or forwarded to party authorized to hold said funds as set forth in an executed contract for the purchase, lease, exchange, or option agreement until disbursed in accordance with the terms of said agreement.

13. TITLE. Seller warrants he is vested with good marketable title to the Property with full authority to execute this Agreement and to sell the Property. Seller shall convey the Property by a good and sufficient general warranty deed.

14. HOME PROTECTION PLAN.

- ☐ Seller agrees to provide a limited Home Protection Plan at a cost of \$_____ to be funded at closing.
Plan company: _____
- OR**
- ☐ Home Protection waived.

15. OTHER PROVISIONS.

A. Binding Effect, Entire Agreement, Modification, and Assignment. This Agreement shall be for the benefit of, and be binding upon, the parties hereto, their heirs, successors, legal representatives and permitted assigns. This Agreement may only be assigned with the written consent of both parties. This Agreement constitutes the sole and entire agreement between the parties hereto and no modification of this Agreement shall be binding unless signed by all parties or assigns to this Agreement. No representation, promise, or inducement not included in this Agreement shall be binding upon any party hereto. Any assignee shall fulfill all the terms and conditions of this Agreement.

B. Governing Law and Venue. This Agreement is intended as a contract for the listing of real property and shall be governed by and interpreted in accordance with the laws and in the courts of the State of Tennessee.

C. Terminology. As the context may require in this Agreement: (1) the singular shall mean the plural and vice versa; (2) all pronouns shall mean and include the person, entity, firm or corporation to which they relate; (3) the masculine shall mean the feminine and vice versa; and (4) the term day(s) used throughout this Agreement shall be deemed to be calendar day(s) ending at 11:59 p.m. local time unless otherwise specified in this Agreement. Local time shall be determined by the location of Property.

D. Severability. If any portion or provision of this Agreement is held or adjudicated to be invalid or unenforceable for any reason, each such portion or provision shall be severed from the remaining portions or provisions of this Agreement, and the remaining portions or provisions shall be unaffected and remain in full force and effect.

E. Fair Housing. Broker and his affiliated Licensees shall provide services without regard to race, color, creed, religion, sex, handicap, familial status, national origin, sexual orientation or gender identity. A request to observe discriminatory practices in the sale, lease, exchange, or option of property will not be granted.

16. LEGAL DOCUMENTS. THIS IS AN IMPORTANT LEGAL DOCUMENT CREATING VALUABLE RIGHTS AND OBLIGATIONS. IF YOU HAVE QUESTIONS ABOUT IT, YOU SHOULD REVIEW IT WITH YOUR ATTORNEY. NEITHER THE BROKER NOR ANY AGENT OR FACILITATOR IS AUTHORIZED OR QUALIFIED TO GIVE YOU ANY ADVICE ABOUT THE ADVISABILITY OR LEGAL EFFECT OF ITS PROVISIONS. BY SIGNING THIS DOCUMENT, YOU ARE CERTIFYING THAT YOU HAVE READ AND ACCEPT THESE TERMS AND ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGREEMENT.

17. CONFIDENTIALITY. Information which Seller authorizes Broker and his affiliated Licensees to disclose which might otherwise be confidential:

18. EXHIBITS AND ADDENDA. All exhibits and/or addenda attached hereto, listed below, or referenced herein are made a part of this Agreement.

19. SPECIAL STIPULATIONS. The following Special Stipulations, if conflicting with any preceding section, shall control:

NOTE: Any provisions of this Agreement which are preceded by a "□" must be marked if a part of this Agreement.

The party(ies) below have signed and acknowledge receipt of a copy.

BY: Broker or Licensee Authorized by Broker

BROKER/FIRM

_____ at _____ o'clock ☐ am/ ☐ pm

Address

Date

Phone: _____

Print/Type Name

Email: _____

The party(ies) below have signed and acknowledge receipt of a copy.

SELLER/OWNER

Print/Type Name

_____ at _____ o'clock ☐ am/ ☐ pm

Date

Address

Phone: _____ (H) _____ (Cell)

_____ (W) Email: _____

SELLER/OWNER

Print/Type Name

_____ at _____ o'clock ☐ am/ ☐ pm

Date

Address

Phone: _____ (H) _____ (Cell)

_____ (W) Email: _____

NOTE: This form is provided by Tennessee REALTORS® to its members for their use in real estate transactions and is to be used as is. By downloading and/or using this form, you agree and covenant not to alter, amend, or edit said form or its contents except as where provided in the blank fields, and agree and acknowledge that any such alteration, amendment or edit of said form is done at your own risk. Use of the Tennessee REALTORS® logo in conjunction with any form other than standardized forms created by Tennessee REALTORS® is strictly prohibited. This form is subject to periodic revision and it is the responsibility of the member to use the most recent available form.

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RF101 – Exclusive Right to Sell Listing Agreement (Designated Agency), Page 8 of 8

Version 01/01/2021

EXCLUSIVE RIGHT TO SELL LISTING AGREEMENT (Seller Agency)

BROKER (listing company): _____

ADDRESS OF COMPANY: _____

OWNER/SELLER ("Client" or "Seller"): _____

ADDRESS OF OWNER/SELLER: _____

In consideration of Broker's Agreement to find a ready, willing, and able Buyer and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned Seller hereby grants Broker the Exclusive Right to Sell the hereinafter described Property in accordance with the following terms and conditions:

1. PROPERTY ADDRESS/LEGAL DESCRIPTION:

_____ (Address),
 _____ (City), Tennessee, _____ (Zip), as recorded in
 _____ County Register of Deeds Office, _____ deed
 book(s), _____ page(s), and/or _____ instrument number and further described as:

_____ together with all fixtures, landscaping, improvements, and appurtenances, all being hereinafter collectively referred to as the "Property".

A. **Included** as part of the Property (if present): all attached light fixtures and bulbs including ceiling fans; permanently attached plate-glass mirrors; heating, cooling, and plumbing fixtures and equipment; all doors, storm doors and windows; ~~all~~ window ~~treatments (e.g. shutters, blinds, shades, curtains, draperies)~~ and hardware; all wall-to-wall carpet; range; all built-in kitchen appliances; all bathroom fixtures and bathroom mirrors; all gas logs, fireplace doors and attached screens; all security system components and controls; garage door opener and all (at least _____) remote controls; swimming pool and its equipment; awnings; permanently installed outdoor cooking grills; all landscaping and all outdoor lighting; mailbox(es); attached basketball goals and backboards; TV mounting brackets (inclusive of wall mount and TV brackets but excluding flat screen TVs); antennae and satellite dishes (excluding components); central vacuum systems and attachments; and all available keys, key fobs, access codes, master codes or other methods necessary for access to the Property, including mailboxes and/or amenities.

B. Other items that remain with the Property at no additional cost to Buyer:

C. Items that will **NOT** remain with the Property:

D. **Leased Items:** Leased items that remain with the Property are (e.g. security systems, water softener systems, etc.):

If leases are not assumable, it will be Seller's responsibility to pay balance.

2. THE LISTING PRICE: \$ _____ (_____ Dollars)

3. TERM: This Agreement shall be valid from the date this Agreement is fully executed by all parties (the "Effective Date") through _____, 20____ ("Listing Expiration Date"). If a contract to purchase, exchange or lease is signed before this Agreement expires, the term hereof shall continue until final disposition of Purchase and Sale Agreement, exchange agreement, or lease agreement.

Marketing of Property Commencement Date: Seller directs Broker to commence marketing of the Property for sale to the general public on the Effective Date

OR

☐ on the _____ day of _____, 20____.

Carry-Over Clause. Should the Seller contract to sell or exchange, or contract to lease the Property within _____ days after the Listing Expiration Date of this Exclusive Right to Sell Listing Agreement ("Agreement") to any Buyer/Tenant (or anyone acting on Buyer's/Tenant's behalf) who has been introduced to the Property, directly or indirectly, during the term hereof, as extended, the Seller agrees to pay the compensation as set forth below. This includes but is not limited to any introduction or exposure to Property by advertisements or postings appearing in any medium which originated as a result of listing the Property with Broker. This carry-over clause shall not apply if the Property is listed with another licensed real estate broker at the time of such contract.

4. POSSESSION OF PROPERTY to be delivered: _____

5. TERMS of sale acceptable to Seller (such as FHA, VA, Conventional, etc.): _____

6. COMPENSATION.

A total of \$ _____, or _____ % compensation based on the total sales price shall be paid by Seller to Broker in readily available funds on the date of closing of Property as evidenced by delivery of warranty deed and payment of purchase price which includes, but is not limited to, payment of purchase price in full, execution of a 1031 exchange, execution of a deed of trust, or execution of a promissory note (the "Closing"). In any exchange of the Property, Seller consents to Broker receiving compensation from both parties based upon the value of both properties.

In the event that the Property is leased under the terms of this Agreement, Seller agrees to pay a total of \$ _____, or _____ % compensation based upon the monthly rental amount which shall be paid by Seller to Broker in readily available funds within five business days of rent being due under the terms of said lease. Said compensation shall be paid by Seller to Broker and shall continue for the duration of the lease agreement with compensation being paid to Broker within five business days of rent being due under the terms of the lease. This obligation to pay said compensation shall survive the natural termination of this Agreement. In the event that the Property is sold during the term of any lease agreement reached under this Agreement or any carry-over period described herein, Seller agrees to pay Broker at the time of Closing any remaining compensation based upon future rental payments and/or any compensation that may be due under the terms of this Listing Agreement.

In the event a Buyer is found for said Property during the period above set out, on the terms and at the price specified herein, or for a price and upon terms agreeable to Seller, Seller further agrees to convey said Property by warranty deed to such Buyer, free from all assessments, liens and encumbrances, but subject to all restrictions of record, if any. The compensation payable for the sale of Property is not set in any manner other than between the Broker and Seller. Property is offered without regard to race, creed, color, religion, sex, handicap, familial status or national origin. A request from Seller to observe discriminatory requirements in the sale or lease of the Property will not be granted since it is a violation of the law.

In the event that a ready, willing, and able Buyer (or Tenant) is produced and a contract results, the Seller is obligated to compensate the Broker in the event that Seller unlawfully fails to close or to fulfill the lease terms by Seller's breach of the Purchase and Sale Agreement or lease agreement. In the event this occurs, Seller agrees to compensate Broker in an amount equal to the compensation which would have been due and owing Broker had the transaction closed or the lease been fulfilled. Such compensation will be payable without demand. Should the Broker consent to release the Listing prior to the expiration of the term of this Agreement or any extensions, Seller agrees to pay all costs incurred by the Broker to market the Property or other amount agreed upon by the parties as a cancellation fee, in addition to any other sums that may be due to the Broker. Seller agrees to pay all reasonable attorney's fees together with any court costs and expenses which real estate firm incurs in enforcing any of Seller's obligations to pay compensation under this Listing Agreement. The parties hereby agree that all remedies are fair and equitable and neither party will assert the lack of mutuality of remedies as a defense in the event of a dispute.

7. RESPONSIBILITIES AND RIGHTS OF THE PARTIES.

Broker is hereby granted the authority to advertise this listing on the Internet. Broker is additionally permitted to file this listing with any Multiple Listing Service (MLS) or similar service(s) of which Broker is a member. Seller understands and agrees that by placing the listing on the MLS or these similar services, the listing may be included in a searchable database provided by the MLS or similar service which can be viewed on other agents' websites. Seller also agrees that the listing may also appear on publicly accessible websites sponsored by and/or affiliated with the MLS, the local association of Realtors®, or similar listing services and those who lawfully receive listing information from said entities. Broker shall provide timely notice to MLS of status changes, shall use best efforts to produce a Buyer, and may divide compensation with other real estate licensees for cooperation in connection with the sale or lease of the Property. Broker shall offer a cooperative compensation to any agent who is a member participant of any MLS in which Property is listed in the amount of _____ % of Selling Price/monthly rental amount or \$ _____ to a Selling Agent or Facilitator (an agent who is representing the interests of and/or is working with the Buyer/Tenant) who is the procuring cause of the transaction. Broker may offer a cooperative compensation to an agent who is not a member

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Broker is authorized to place a real estate sign and lock box on the Property and to remove all other real estate signs; to disseminate the Tennessee Residential Property Condition Disclosure, Disclaimer, or Exemption, or Tennessee Residential Property Disclosure form and the Multiple Listing Profile Sheet as well as the Lead-Based Paint Disclosure form (if required by law and if such information is not otherwise disseminated); to exhibit said Property to any prospective Buyer; and to have interior/exterior photographs/videos taken, and/or audio recorded for the creation of any advertising materials of said Property to be used and distributed in promoting the sale and to use same to advertise the Property on the Internet or other broadcast media; and to do such advertising as Broker deems appropriate. In the event that Seller provides photographs, videos or other copyrightable materials to Broker, Seller grants Brokers a nonrevocable license to such material and the authority to grant license to Broker's MLS for storage; reproduction, compiling and distribution of said material. Seller shall allow the Property to be shown at all reasonable hours and otherwise cooperate with Broker.

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Foreign corporation, partnership, trust, or estate.

It is Seller's Responsibility to seek independent tax advice prior to any Closing Date regarding such tax matters.

9. HOLD HARMLESS AND LIMITATIONS ON BROKER'S AUTHORITY AND RESPONSIBILITY.

Seller agrees to carefully review the information on the Multiple Listing Profile Sheet and to complete either the Tennessee Residential Property Condition Disclosure, Disclaimer, Exemption, or Tennessee Residential Property Disclosure form and to sign said documents. Seller also agrees to complete the Lead-Based Paint Disclosure if required by law and said information has not otherwise been disclosed in writing. Seller has not advised Broker and/or his affiliated Licensees (hereinafter "Agents") of any defects in the Property or the improvements located thereon, except as shall be noted on the Multiple Listing Profile Sheet and the Tennessee Residential Property Condition Disclosure, Disclaimer, Exemption, or Tennessee Residential Property Disclosure form signed by the Seller. Seller is not aware of any other defect or environmental factor which would affect the value of or structural integrity of improvements on the Property or the health of future occupants. Seller agrees that Seller shall be solely responsible for any misrepresentations or mistakes on the listing data wherein Seller has supplied such information on the attached Multiple Listing Profile Sheet, Tennessee Residential Property Condition Disclosure, Disclaimer, Exemption, or Tennessee Residential Property Disclosure form; the Lead-Based Paint Disclosure (if required by law). Seller further agrees to hold Agents and firm harmless and indemnify them from any claim, demand, action, liability or proceedings resulting from any omission, alleged omission, or misrepresentation by Seller on said forms and/or for any material fact that is known or should be known by Seller concerning the Property that is not disclosed to Agents and to provide for defense costs including reasonable attorney's fees for Agents and firm in such event. Seller is not aware of any other defect, environmental factors or adverse facts (as defined in Tenn. Code Ann. § 62-13-102) concerning the Property.

Seller is responsible for compliance with state or federal law regarding usage of video or audio recording devices while marketing or showing the property. Seller should seek legal advice regarding their rights or limitations related to their actions. Seller authorizes Broker and/or his affiliated Licensees to conduct showings or "Open Houses"

of the Property. Seller additionally authorizes Broker and/or his affiliated Licensees and any duly authorized key holder key-entry access to the Property. Seller also authorizes Broker and/or his affiliated Licensees to place a lock box on said Property for the purpose of conducting or allowing cooperating brokers to conduct key-entry showings of this Property. Seller represents that adequate insurance will be kept in force to protect Seller in the event of any damage, losses or claims arising from entry to Property by persons through the above use of the key and agrees to hold Broker, its licensees, salespersons and employees harmless from any loss, theft, or damage incurred as a result of showings, Open Houses or other authorized entry thereof.

Seller acknowledges and agrees that Broker:

- (a) May show other properties to prospective buyers who are interested in Seller's Property;
- (b) Is not an expert with regard to matters that could be revealed through a survey, title search, or inspection; for the condition of the Property, any portion thereof, or any item therein; for any geological issues present on the Property; for the necessity or cost of any repairs to Property; hazardous or toxic materials; square footage; acreage; the availability and cost of utilities, septic or community amenities; conditions existing off the Property that may affect the Property; uses and zoning of the Property, whether permitted or proposed; for applicable boundaries of school districts or other school information; proposed or pending condemnation actions involving the Property; the appraised or future value of the Property; termites and wood destroying organisms; building products and construction techniques; the tax or legal consequences of a contemplated transaction; or matters relating to financing, etc. Seller acknowledges that Broker is not an expert with respect to the above matters and is hereby advised to seek independent expert advice on any of these matters which are of concern to Seller;
- (c) Shall owe no duties to Seller nor have any authority to act on behalf of Seller other than what is set forth in this Agreement and the duties contained in the Tennessee Real Estate License Act of 1973, as amended, and the Tennessee Real Estate Commission Rules; and
- (d) May make all disclosures required by law and/or the National Association of Realtors® Code of Ethics.

10. EXPERT ASSISTANCE.

While Broker has considerable general knowledge of the real estate industry and real estate practices, Broker is not expert in the matters of law, square footage, acreage, home inspections, geological issues, wood destroying organisms, taxation, financing, surveying, structural conditions, hazardous materials, engineering, etc. Client acknowledges Broker's advice to seek professional assistance and advice as needed in these and other areas of professional expertise. If Broker provides names or sources for such advice or assistance, Broker does not warrant or guarantee the services and/or products obtained by Client.

11. AGENCY.

A. Definitions.

1. **Broker.** In this Agreement, the term "Broker" shall mean a licensed Tennessee real estate broker or brokerage firm and where the context would indicate, the Broker's affiliated licensees.
2. **Agent for the Seller.** The Licensee's company is working as an agent for the Property Seller and owes primary loyalty to the Seller. Even if the licensee is working with a prospective Buyer to locate property for sale, rent, or lease, the licensee and his/her company are legally bound to work in the best interests of any Property Owners whose Property is shown to this prospective Buyer. An agency relationship of this type cannot, by law, be established without a written agency agreement.
3. **Designated Agent for the Seller.** The individual licensee that has been assigned by his/her Managing Broker and is working as an agent for the Seller or Property Owner in this consumer's prospective transaction, to the exclusion of all other licensees in his/her company. Even if someone else in the licensee's company represents a possible Buyer for this Seller's Property, the Designated Agent for the Seller will continue to work as an advocate for the best interests of the Seller or Property Owner. An agency relationship of this type cannot, by law, be established without a written agency agreement.
4. **Facilitator / Transaction Broker (not an agent for either party).** The licensee is not working as an agent for either party in this consumer's prospective transaction. A Facilitator may advise either or both of the parties to a transaction but cannot be considered a representative or advocate of either party. "Transaction Broker" may be used synonymously with, or in lieu of, "Facilitator" as used in any disclosures, forms or agreements. [By law, any Licensee or company who has not entered into a written agency agreement with either party in the transaction is considered a Facilitator or Transaction Broker until such time as an agency agreement is established.]
5. **Dual agency.** The licensee has agreements to provide services as an agent to more than one (1) party in a specific transaction and in which the interests of such parties are adverse. This agency status may only be employed upon full disclosure to each party and with each party's informed consent.

- 210 6. **Adverse Facts.** “Adverse Facts” means conditions or occurrences generally recognized by competent licensees
 211 that have a negative impact on the value of the real estate, significantly reduce the structural integrity of
 212 improvements to real property or present a significant health risk to occupants of the property.
- 213 7. **Confidentiality.** By law, every licensee is obligated to protect some information as confidential. This includes
 214 any information revealed by a consumer which may be helpful to the other party IF it was revealed by the
 215 consumer BEFORE the licensee disclosed any agency relationship with that other party. AFTER the licensee
 216 discloses that he/she has an agency relationship with another party, any such information which the consumer
 217 THEN reveals must be passed on by the licensee to that other party.

218 **B. Duties owed to all Parties to a Transaction.**

219 **Pursuant to the Tennessee Real Estate Broker License Act, every Real Estate Licensee owes the following duties**
 220 **to every Buyer and Seller, Tenant and Landlord (collectively “Buyers” and “Sellers”) unless otherwise**
 221 **provided by law:**

- 222 1. To diligently exercise reasonable skill and care in providing services to all parties to the transaction.
- 223 2. To disclose to each party to the transaction any Adverse Facts of which licensee has actual notice or knowledge.
- 224 3. To maintain for each party in a transaction the confidentiality of any information obtained by a licensee prior to
 225 disclosure to all parties of a written agency agreement entered into by the licensee to represent either or both
 226 parties in the transaction. This duty of confidentiality extends to any information which the party would
 227 reasonably expect to be held in confidence, except for information which the party has authorized for disclosure
 228 or information required by law to be disclosed. This duty survives both the subsequent establishment of an agency
 229 relationship and the closing of the transaction.
- 230 4. To provide services to each party to the transaction with honesty and good faith.
- 231 5. To disclose to each party to the transaction timely and accurate information regarding market conditions that
 232 might affect such transaction only when such information is available through public records and when such
 233 information is requested by a party.
- 234 6. To timely account for earnest money deposits and all other property received from any party to a transaction and
- 235 7. A) To refrain from engaging in self-dealing or acting on behalf of licensee’s immediate family, or on behalf of
 236 any other individual, organization or business entity in which licensee has a personal interest without prior
 237 disclosure of such personal interest and the timely written consent of all parties to the transaction, and
- 238 B) To refrain from recommending to any party to the transaction the use of services of another individual,
 239 organization or business entity in which the licensee has an interest or from whom the licensee may receive
 240 a referral fee or other compensation for the referral, other than referrals to other licensees to provide real
 241 estate services, without timely disclosure to the party who receives the referral, the licensee’s interest in such
 242 referral or the fact that a referral fee may be received.

243 **C. Duties owed to Client.**

244 **In addition to the above, the licensee has the following duties to his/her Client if the licensee has become an**
 245 **Agent or Designated Agent in a transaction, pursuant to the Tennessee Real Estate Broker License Act:**

- 246 1. Obey all lawful instructions of the client when such instructions are within the scope of the agency agreement
 247 between the licensee and licensee’s client;
- 248 2. Be loyal to the interests of the client. Licensee must place the interests of the client before all others in negotiation
 249 of a transaction and in other activities, except where such loyalty/duty would violate licensee’s duties to a
 250 customer in the transaction; and
- 251 3. Unless the following duties are specifically and individually waived in writing by a client, licensee shall assist
 252 the client by:
- 253 A) Scheduling all Property showings on behalf of the client;
- 254 B) Receiving all offers and counter offers and forwarding them promptly to the client;
- 255 C) Answering any questions that the client may have in negotiation of a successful purchase agreement within
 256 the scope of the licensee’s expertise; and
- 257 D) Advising the client as to whatever forms, procedures and steps are needed after execution of the purchase
 258 agreement for a successful closing of the transaction.

259 Upon waiver of any of the above duties contained in subsection 11.C.3., a consumer must be advised in writing by
 260 such consumer’s agent that the consumer may not expect or seek assistance from any other licensees in the

transaction for the performance of the above duties.

D. Seller's Authorizations.

1. Default to Facilitator. Seller hereby authorizes Broker and Listing Licensee to default to Facilitator status (representing the interests of neither the Seller nor the Buyer) in any Property showings, negotiations, or transactions, in which the Broker may also have a representation agreement with the Buyer who is also being assisted by Listing Licensee. In such event, Agent shall immediately notify (verbally) both the Buyer and the Seller of the need to default to this Facilitator status and notification shall be confirmed in writing prior to the execution of the contract. As a Facilitator, Broker and Broker's licensee may assist the parties and provide information in subsequent negotiations in that transaction. Upon any default to Facilitator status, the Broker and Broker's licensee must assume a neutral position and will not be an advocate for either the Buyer or Seller.

2. Resumption of Agency Status. In the event that Broker and Listing Licensee default to a Facilitator status, this Facilitator status will only be temporary. The Facilitator status will only last until any transaction or contemplated transaction in which the parties are all represented by the Facilitator is resolved (either because the transaction is closed or contemplated transaction between the parties is terminated or not accepted and no further negotiations occur between the parties). At that time, the Broker and Listing Licensee shall immediately revert back to their status as Agent for the Seller.

12. EARNEST MONEY/TRUST MONEY. Broker is authorized to accept from Buyer a deposit as earnest money/trust money to be applied to the purchase price for the Property. Such deposit is to be held by Broker in an escrow or trustee account or forwarded to party authorized to hold said funds as set forth in an executed contract for the purchase, lease, exchange, or option agreement until disbursed in accordance with the terms of said agreement.

13. TITLE. Seller warrants he is vested with good marketable title to the Property with full authority to execute this Agreement and to sell the Property. Seller shall convey the Property by a good and sufficient general warranty deed.

14. HOME PROTECTION PLAN.

☐ Seller agrees to provide a limited Home Protection Plan at a cost of \$_____ to be funded at closing.

Plan company: _____

OR

☐ Home Protection waived.

15. OTHER PROVISIONS.

A. Binding Effect, Entire Agreement, Modification, and Assignment. This Agreement shall be for the benefit of, and be binding upon, the parties hereto, their heirs, successors, legal representatives and permitted assigns. This Agreement may only be assigned with the written consent of both parties. This Agreement constitutes the sole and entire agreement between the parties hereto and no modification of this Agreement shall be binding unless signed by all parties or assigns to this Agreement. No representation, promise, or inducement not included in this Agreement shall be binding upon any party hereto. Any assignee shall fulfill all the terms and conditions of this Agreement.

B. Governing Law and Venue. This Agreement is intended as a contract for the listing of real property and shall be governed by and interpreted in accordance with the laws and in the courts of the State of Tennessee.

C. Terminology. As the context may require in this Agreement: (1) the singular shall mean the plural and vice versa; (2) all pronouns shall mean and include the person, entity, firm or corporation to which they relate; (3) the masculine shall mean the feminine and vice versa; and (4) the term day(s) used throughout this Agreement shall be deemed to be calendar day(s) ending at 11:59 p.m. local time unless otherwise specified in this Agreement. Local time shall be determined by the location of Property

D. Severability. If any portion or provision of this Agreement is held or adjudicated to be invalid or unenforceable for any reason, each such portion or provision shall be severed from the remaining portions or provisions of this Agreement, and the remaining portions or provisions shall be unaffected and remain in full force and effect.

E. Fair Housing. Broker and his affiliated Licensees shall provide services without regard to race, color, creed, religion, sex, handicap, familial status, national origin, sexual orientation or gender identity. A request to observe discriminatory practices in the sale, lease, exchange, or option of property will not be granted.

16. LEGAL DOCUMENTS. THIS IS AN IMPORTANT LEGAL DOCUMENT CREATING VALUABLE RIGHTS AND OBLIGATIONS. IF YOU HAVE QUESTIONS ABOUT IT, YOU SHOULD REVIEW IT WITH YOUR ATTORNEY. NEITHER THE BROKER NOR ANY AGENT OR FACILITATOR IS AUTHORIZED OR QUALIFIED TO GIVE YOU ANY ADVICE ABOUT THE ADVISABILITY OR LEGAL EFFECT OF ITS PROVISIONS. BY SIGNING THIS DOCUMENT, YOU ARE CERTIFYING THAT YOU HAVE READ AND ACCEPT THESE TERMS AND ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGREEMENT.

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17. CONFIDENTIALITY. Information which Seller authorizes Broker and his affiliated Licensees to disclose which might otherwise be confidential:

18. EXHIBITS AND ADDENDA. All exhibits and/or addenda attached hereto, listed below, or referenced herein are made a part of this Agreement.

19. SPECIAL STIPULATIONS. The following Special Stipulations, if conflicting with any preceding section, shall control:

NOTE: Any provisions of this Agreement which are preceded by a "□" must be marked if a part of this Agreement.

The party(ies) below have signed and acknowledge receipt of a copy.

BY: Broker or Licensee Authorized by Broker

BROKER/FIRM

_____ at _____ o'clock ☐ am/ ☐ pm
Date

Address

Print/Type Name

Phone: _____
Email: _____

The party(ies) below have signed and acknowledge receipt of a copy.

SELLER/OWNER

Print/Type Name

_____ at _____ o'clock ☐ am/ ☐ pm

Date

Address

Phone: _____ (H) _____ (Cell)

_____ (W) Email: _____

SELLER/OWNER

Print/Type Name

_____ at _____ o'clock ☐ am/ ☐ pm

Date

Address

Phone: _____ (H) _____ (Cell)

_____ (W) Email: _____

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EXCLUSIVE BUYER REPRESENTATION AGREEMENT (Designated Agency)

Broker/Firm: _____

Address of Firm: _____

Buyer: _____

1. TERM.

For and in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, this Agreement is entered into on this _____ day of _____, 20__ (“Effective Date”) by and between the undersigned _____ (“Client” or “Buyer”) and Firm/Broker of _____ (“Broker”), Broker shall act as Client’s exclusive agent to locate property for Client’s purchase, lease, exchange or option (collectively “Purchase”) during the term of this agreement, and to advocate the Client’s best interests in the negotiation of terms and conditions of any such Purchase. This Buyer Representation Agreement (“Agreement”) begins on the Effective Date and terminates at 11:59 p.m. local time on _____, _____, or at the closing (or in the case of a lease, the date of possession) of any Purchase under this Agreement, if such occurs earlier. If a contract to purchase, exchange, or lease is signed before this Agreement expires, the term hereof shall continue until final disposition of the Purchase and Sales Agreement, exchange agreement, or lease agreement.

2. TYPE OF PROPERTY SOUGHT BY CLIENT.

A. General Description, Size and Location: _____

B. Price Range & Terms: _____

C. Sources to be Searched for Property: _____

D. Other Terms/Conditions: _____

E. Properties Specifically Exempted from this Agreement: _____

3. CLIENT DUTIES.

Buyer agrees:

- A. To Purchase property exclusively through Broker during the term of this Agreement;
- B. To furnish Broker on a timely basis with any necessary personal and/or financial information to ensure Client’s ability to Purchase;
- C. That he/she is not under an exclusive right to buy contract or exclusive buyer representation agreement with any other agent at this time;
- D. That if Client utilizes the services of another real estate broker or deals solely with a Seller’s Agent or the Seller directly at any time during the effective period of this Agreement and/or any extensions thereof and then enters into an agreement with a seller/owner to Purchase any property(ies) described above, the Buyer still owes a commission to the Broker provided herein;
- E. To authorize Broker to negotiate for a fee paid by the Seller and/or the Seller’s agent, the payment of which will be fully disclosed to Client. If a fee is not offered or paid to Broker, as could occur, for example, in the purchase of an unlisted property, Client agrees to pay Broker a total of \$_____ or _____% compensation based on the total sale price. [In the event the buyer broker compensation herein is considered a non-allowable pursuant to VA guidelines and thus cannot be paid by buyer, this obligation is waived by Broker.](#) In the event that

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Buyer leases a property in lieu of purchase, the Buyer agrees to pay Broker a total of \$_____ in compensation unless otherwise stated herein. In the event that the amount of any cooperating compensation paid by Seller or Seller's broker is less than the amount listed above, Buyer agrees to pay Broker the difference at closing, or on the date of possession in the case of a lease. Broker's fee is earned at the signing by both parties of an agreement to purchase, lease, exchange or the exercise of an option for any property(ies) as described above and is due at the closing of any such transaction or upon possession of property unless otherwise stated herein. In the event that Buyer defaults on performance of a valid contract for sale, lease, exchange or exercised option, Broker's fee will be due on the date of default. Buyer agrees to pay all reasonable attorney's fees together with any court costs and expenses which real estate firm incurs in enforcing any of Buyer's obligations to pay compensation under this Agreement. The parties hereby agree that all remedies are fair and equitable and neither party will assert the lack of mutuality of remedies as a defense in the event of a dispute. **NOTICE:** Real estate fees are not fixed by law. They are set by each broker individually and are negotiable between Client and Broker. The payment of any fee by Seller will not make Broker either the Agent or Subagent of the Seller.

F. Carry-Over Clause. Should the Buyer contract to buy or exchange, or contract to lease a property within _____ days after the expiration of this Agreement with any Seller/Landlord (or anyone acting on Seller's/Landlord's behalf) who has been introduced to Buyer, directly or indirectly, during the term hereof, as extended, the Buyer agrees to pay the compensation as set forth above. This carry-over clause shall not apply if the Buyer is subject to a buyer's representation agreement with another licensed real estate broker at the time of such contract.

G. That he/she has reviewed this Agreement and agrees with the terms herein.

4. AGENCY

A. Definitions

1. **Broker.** In this Agreement, the term "Broker" shall mean a licensed Tennessee real estate broker or brokerage firm and where the context would indicate, the Broker's affiliated licensees, including but not limited to the Designated Agent.
2. **Designated Agent for the Buyer.** The individual licensee that has been assigned by the Managing Broker and is working as an agent for the Buyer in this consumer's prospective transaction, to the exclusion of all other licensees in his/her company. Even if someone else in the licensee's company represents a Seller of a prospective property, the Designated Agent for the Buyer will continue to work as an advocate for the best interests of the Buyer. An agency relationship, by law, can only be established by a written agency agreement.
3. **Facilitator/Transaction Broker (not an agent for either party).** The licensee is not working as an agent for either party in this consumer's prospective transaction. A Facilitator may advise either or both of the parties to a transaction but cannot be considered a representative or advocate of either party. By law, any licensee or company who has not entered into a written agency agreement with either party in the transaction is considered a Facilitator or Transaction Broker until such time as an agency agreement is established.
4. **Dual agency.** The licensee has agreements to provide services as an agent to more than one (1) party in a specific transaction and in which the interests of such parties are adverse. This agency status may only be employed upon full disclosure to each party and with each party's informed consent.
5. **Adverse Facts.** "Adverse Facts" means conditions or occurrences generally recognized by competent licensees that have a negative impact on the value of the real estate, significantly reduce the structural integrity of improvements to real property or present a significant health risk to occupants of the property.
6. **Confidentiality.** By law, every licensee is obligated to protect some information as confidential. This includes any information revealed by a consumer which may be helpful to the other party IF it was revealed by the consumer BEFORE the licensee disclosed any agency relationship with that other party. AFTER the licensee discloses that he/she has an agency relationship with another party, any such information which the consumer THEN reveals must be passed on by the licensee to that other party. Buyer understands that there is a possibility that sellers or sellers' representatives may not treat the existence, terms, or conditions of offers as confidential unless confidentiality is required by law, regulation, or by any confidentiality agreement between the parties.

B. Duties owed to all Parties to a Transaction.

Pursuant to the Tennessee Real Estate Broker License Act, every Real Estate Licensee owes the following duties to every Buyer and Seller, Tenant and Landlord (collectively “Buyers” and “Sellers”) unless otherwise provided by law:

1. To diligently exercise reasonable skill and care in providing services to all parties to the transaction;
2. To disclose to each party to the transaction any Adverse Facts of which Licensee has actual notice or knowledge;
3. To maintain for each party in a transaction the confidentiality of any information obtained by a Licensee prior to disclosure to all parties of a written agency agreement entered into by the Licensee to represent either or both parties in the transaction. This duty of confidentiality extends to any information that the party would reasonably expect to be held in confidence, except for information which the party has authorized for disclosure or information required by law to be disclosed;
4. To provide services to each party to the transaction with honesty and good faith;
5. To disclose to each party to the transaction timely and accurate information regarding market conditions that might affect such transaction only when such information is available through public records and when such information is requested by a party;
6. To give timely account for earnest money deposits and all other property received from any party to a transaction; and
7. A. To refrain from engaging in self-dealing or acting on behalf of Licensee’s immediate family, or on behalf of any other individual, organization or business entity in which Licensee has a personal interest without prior disclosure of such personal interest and the timely written consent of all parties to the transaction; and
B. To refrain from recommending to any party to the transaction the use of services of another individual, organization or business entity in which the Licensee has an interest or from whom the Licensee may receive a referral fee or other compensation for the referrals, other than referrals to other Licensees to provide real estate services, without timely disclosing to the party who receives the referral, the Licensee’s interest in such referral or the fact that a referral fee may be received.

C. Duties Owed to Client.

In addition to the above, the Licensee has the following duties to his/her Client if the Licensee has become an agent or Designated Agent in a transaction:

1. Obey all lawful instructions of the Client when such instructions are within the scope of this agency agreement between the Licensee and the Buyer/Client;
2. Be loyal to the interests of the Client. A Licensee must place the interests of the Client before all others in negotiation of a transaction and in other activities, except where such loyalty duty would violate Licensee’s duties to a customer in the transaction; and
3. Unless the following duties are specifically and individually waived in writing by a Client, Licensee shall assist the Client by:
 - A. Scheduling all property showings on behalf of the Client;
 - B. Receiving all offers and counter offers and forwarding them promptly to the Client;
 - C. Answering any questions that the Client may have in negotiation of a successful purchase within the scope of the Licensee’s expertise; and
 - D. Advising the Client as to whatever forms, procedures and steps are needed after execution of the purchase agreement for a successful closing of the transaction.

Upon Waiver of any of the above duties listed under subsection 4.C.3., the Client may not expect or seek assistance from any other licensees in the transaction for the performance of said duties.

D. Agent Disclosure. Pursuant to Tennessee Real Estate Commission Rule 1260-2-.36, Broker must disclose certain things to Client prior to the execution of this Agreement. Client hereby agrees that Broker has disclosed the following and that this Agreement constitutes written confirmation of same:

During the effective period of this Agreement:

1. Client should not contact listing agents directly and should make all arrangements to view and inspect property through Broker;
2. In the event Client comes into contact with a Seller's Agent(s) (for example, at an open house viewing), Client shall immediately inform the Seller's Agent(s) that he/she is represented by Broker; and
3. If Client purchases property(ies) covered by this Agreement through another real estate licensee or a Seller's Agent(s) or directly from a Seller, Client understands that he/she still owes a commission to the Broker as set forth in this Agreement.

E. Buyer's Authorizations.

1. **Appointment of Designated Agent.** Buyer hereby authorizes Managing Broker to appoint the Selling Licensee as Designated Agent for the Buyer, to the exclusion of any other licensees associated with Broker. A Designated Agent for the Buyer can and will continue to advocate Buyer's interests in a transaction even if a Designated Agent for the Seller (other than the Licensee listed below) is also associated with Broker. The Managing Broker hereby appoints _____ to be the Designated Agent for the Buyer in this transaction.
2. **Appointment of Subsequent Designated Agent.** Buyer hereby authorizes the Managing Broker, if necessary, to appoint a licensee, other than the Licensee named above, as Designated Agent for the Buyer, to the exclusion of any other licensees associated with Broker. This shall be accomplished through an amendment to this Agreement, if necessary.
3. **Default to Facilitator in the event that both parties are represented by the same Designated Agent.** The Designated Agent shall default to Facilitator status for all showings or transactions *involving the same Designated Agent for both the Buyer and a prospective Seller*, immediately notifying (verbally) the Buyer and the Seller of the need to default to this Facilitator status to be confirmed in writing prior to the execution of the contract. Upon any default to Facilitator status, the former Designated Agent must assume a neutral position and will not be an advocate for either the Buyer or any prospective Seller.
4. **Resumption of Agency Status.** In the event that the Designated Agent defaults to a Facilitator status, this Facilitator status will only be temporary. The Facilitator status will only last until any transaction or contemplated transaction in which the parties are all assisted by the same Facilitator is resolved (either because the transaction is closed or the transaction or contemplated transaction is terminated or not accepted and no further negotiations occur between the parties). At that time, the Agent will immediately revert back to Designated Agency status for the Buyer.

5. CONFIDENTIALITY.

Information which the Buyer authorizes Broker and his affiliated Licensees to disclose which might otherwise be confidential: _____

6. EARNEST MONEY/TRUST MONEY.

Broker is authorized to accept a deposit of earnest money/trust money to be applied to the purchase price for a property. Such deposit is to be held by Broker in an escrow or trustee account or forwarded to party authorized to hold said funds as set forth in an executed contract for purchase, lease, exchange or option agreement until disbursed in accordance with the terms of said agreement.

7. LIMITATIONS ON BROKER'S AUTHORITY AND RESPONSIBILITY.

Buyer acknowledges and agrees that Broker and Designated Agent:

- A. May show the same properties to other prospective buyers;
- B. Is not an expert with regard to matters that could be revealed through a survey, title search, or inspection; the insurability of the property or cost to insure the property; for the condition of the property, any portion thereof, or any item therein; for any geological issues present on the property; for any issues arising out of the failure to inspect property prior to entering into an agreement to Purchase property and/or closing on property; for the necessity or cost of any repairs to property; hazardous or toxic materials; square footage; acreage; the availability and cost of utilities, septic or community amenities; conditions existing off a property which may affect said property; proposed or pending condemnation actions involving the property; uses and zoning of a property, whether permitted or

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proposed; for applicable boundaries of school districts or other school information; termites and wood destroying organisms; building products and construction techniques; the tax or legal consequences of a contemplated transaction; matters relating to financing; for the appraised or future value of a property; etc. Buyer acknowledges that Broker is not an expert with respect to the above matters and is hereby advised to seek independent expert advice on any of these or other matters which are of concern to Buyer;

- C. Shall owe no duties to Buyer nor have any authority to act on behalf of Buyer other than what is set forth in this Agreement and the duties contained in the Tennessee Real Estate License Act of 1973, as amended, and the Tennessee Real Estate Commission Rules; and
- D. May make all disclosures required by law and/or the National Association of Realtors® Code of Ethics.
- E. **Hereby advises Buyer of the possibility that some properties may utilize security devices that record physical movements or audio conversations. Therefore, Buyers should limit making comments concerning the value, features, or condition while viewing any property.**

8. EXPERT ASSISTANCE.

While Broker and the Licensees associated with Broker have considerable general knowledge of the real estate industry and real estate practices, they are not experts in matters of law, tax, financing, square footage, home inspections, wood destroying organisms, surveying, structural conditions, geological issues, hazardous materials, engineering, etc. Client acknowledges Broker's advice to seek professional assistance and advice in these and other areas of professional expertise as needed. If Broker or licensees associated with Broker provide names or sources to Client for such advice or assistance, those services and / or products are not warranted or guaranteed by the Broker or the Licensees associated with Broker.

9. OTHER PROVISIONS.

- A. Binding Effect, Entire Agreement, Modification, and Assignment.** This Agreement shall be for the benefit of, and be binding upon, the parties hereto, their heirs, successors, legal representatives and permitted assigns. This Agreement may only be assigned with the written consent of both parties. This Agreement constitutes the sole and entire agreement between the parties hereto and no modification of this Agreement shall be binding unless signed by all parties or assigns to this Agreement. No representation, promise, or inducement not included in this Agreement shall be binding upon any party hereto. Any assignee shall fulfill all the terms and conditions of this Agreement.
- B. Governing Law and Venue.** This Agreement is intended as a contract for buyer's agency representation and shall be governed by and interpreted in accordance with the laws and in the courts of the state of Tennessee.
- C. Terminology.** As the context may require in this Agreement: (1) the singular shall mean the plural and vice versa; (2) all pronouns shall mean and include the person, entity, firm or corporation to which they relate; (3) the masculine shall mean the feminine and vice versa; and (4) the term day(s) used throughout this Agreement shall be deemed to be calendar day(s) ending at 11:59 p.m. local time unless otherwise specified in this Agreement. Local time shall be determined by the location of the Firm.
- D. Severability.** If any portion or provision of this Agreement is held or adjudicated to be invalid or unenforceable for any reason, each such portion or provision shall be severed from the remaining portions or provisions of this Agreement, and the remaining portions or provisions shall be unaffected and remain in full force and effect.
- E. Fair Housing.** Broker and Designated Agent shall provide services without regard to race, color, creed, religion, sex, handicap, familial status, national origin, sexual orientation or gender identity. A request to observe discriminatory practices in the sale, lease, exchange, or option of property will not be granted.

10. LEGAL DOCUMENTS. THIS IS AN IMPORTANT LEGAL DOCUMENT CREATING VALUABLE RIGHTS AND OBLIGATIONS. IF YOU HAVE QUESTIONS ABOUT IT, YOU SHOULD REVIEW IT WITH YOUR ATTORNEY. NEITHER THE BROKER NOR ANY AGENT OR FACILITATOR IS AUTHORIZED OR QUALIFIED TO GIVE YOU ANY ADVICE CONCERNING THE ADVISABILITY OR LEGAL EFFECT OF ITS PROVISIONS. BY SIGNING THIS DOCUMENT, YOU ARE CERTIFYING THAT YOU HAVE READ AND ACCEPT THESE TERMS AND ACKNOWLEDGE RECEIPT OF THIS AGREEMENT.

11. EXHIBITS AND ADDENDA. All exhibits and/or addenda attached hereto, listed below, or referenced herein are made a part of this Agreement.

This form is copyrighted and may only be used in real estate transactions in which _____ is involved as a Tennessee REALTORS® authorized user. Unauthorized use of the form may result in legal sanctions being brought against the user and should be reported to Tennessee REALTORS® at 615- 321-1477.



12. SPECIAL STIPULATIONS. The following Special Stipulations, if conflicting with any preceding section, shall control:

The party(ies) below have signed and acknowledge receipt of a copy.

BY: Broker or Licensee Authorized by Broker

BROKER/FIRM

_____ at _____ o'clock ☐ am/ ☐ pm
Date

_____ Address

Phone: _____

_____ Print/Type Name

The party(ies) below have signed and acknowledge receipt of a copy.

BUYER

BUYER

_____ Print/Type Name

_____ Print/Type Name

_____ at _____ o'clock ☐ am/ ☐ pm
Date

_____ at _____ o'clock ☐ am/ ☐ pm
Date

_____ Address

_____ Address

Phone: _____ (H) _____ (Cell)

Phone: _____ (H) _____ (Cell)

_____ (W) Email: _____

_____ (W) Email: _____

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RF141 – Exclusive Buyer Representation Agreement (Designated Agency), Page 6 of 6

Version 01/01/2021

EXCLUSIVE BUYER REPRESENTATION AGREEMENT (BUYER AGENCY)

Broker/Firm: _____

Address of Firm: _____

Buyer: _____

1. TERM.

For and in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, this Agreement is entered into on this _____ day of _____, 20__ (“Effective Date”) by and between the undersigned _____ (“Client” or “Buyer”) and Firm/Broker _____ (“Broker”), Broker shall act as Client’s exclusive agent to locate property for Client’s purchase, lease, exchange or option (collectively “Purchase”) during the term of this agreement, and to advocate the Client’s best interests in the negotiation of terms and conditions of any such Purchase. This Buyer Representation Agreement (“Agreement”) begins on the Effective Date and terminates at 11:59 p.m. local time on _____, _____, or at the closing (or in the case of a lease, the date of possession) of any Purchase under this Agreement, if such occurs earlier. If a contract to purchase, exchange, or lease is signed before this Agreement expires, the term hereof shall continue until final disposition of the Purchase and Sales Agreement, exchange agreement, or lease agreement.

2. TYPE OF PROPERTY SOUGHT BY CLIENT.

A. General Description, Size and Location:

B. Price Range & Terms: _____

C. Sources to be Searched for Property:

D. Other Terms/Conditions:

E. Properties Specifically Exempted from this Agreement:

3. CLIENT DUTIES.

Buyer agrees:

- A.** To Purchase property exclusively through Broker during the term of this Agreement;
- B.** To furnish Broker on a timely basis with any necessary personal and/or financial information to ensure Client’s ability to Purchase;
- C.** That he/she is not under an exclusive right to buy contract or exclusive buyer representation agreement with any other agent at this time;
- D.** That if Client utilizes the services of another real estate broker or deals solely with a Seller’s Agent or the Seller himself at any time during the effective period of this Agreement or any extensions thereof and then enters into an agreement with a seller/owner to Purchase any property(ies) described above, the Buyer still owes a commission to the Broker provided herein;

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- E. To authorize Broker to negotiate for a fee paid by the Seller and/or the Seller's agent, the payment of which will be fully disclosed to Client. If a fee is not offered or paid to Broker, as could occur, for example, in the purchase of an unlisted property, Client agrees to pay Broker a total of \$_____ or _____% compensation based on the total sale price. **In the event the buyer broker compensation herein is considered a non-allowable pursuant to VA guidelines and thus cannot be paid by buyer, this obligation is waived by Broker.** In the event that Buyer leases a property in lieu of purchase, the Buyer agrees to pay Broker a total of \$_____ in compensation unless otherwise stated herein. In the event that the amount of any cooperating compensation offered by Seller or Seller's broker is less than the amount listed above, Buyer agrees to pay Broker the difference at closing, or on the date of possession in the case of a lease. Broker's fee is earned at the signing by both parties of an agreement to purchase, lease, exchange or the exercise of an option for any property(ies) as described above and is due at the closing of any such transaction or upon possession of property unless otherwise stated herein. In the event that Buyer defaults on performance of a valid contract for sale, lease, exchange or exercised option, Broker's fee will be due on the date of default. Buyer agrees to pay all reasonable attorney's fees together with any court costs and expenses which real estate firm incurs in enforcing any of Buyer's obligations to pay compensation under this Agreement. The parties hereby agree that all remedies are fair and equitable and neither party will assert the lack of mutuality of remedies as a defense in the event of a dispute. **NOTICE:** Real estate fees are not fixed by law. They are set by each broker individually and are negotiable between Client and Broker. The payment of any fee by Seller will not make Broker either the Agent or Subagent of the Seller;
- F. **Carry-Over Clause.** Should the Buyer contract to buy or exchange, or contract to lease a property within _____ days after the expiration of this Agreement with any Seller/Landlord (or anyone acting on Seller's/Landlord's behalf) who has been introduced to the Buyer by the Broker, directly or indirectly, during the term hereof, as extended, the Buyer agrees to pay the compensation as set forth above. This carry-over clause shall not apply if the Buyer is subject to a buyer's representation agreement with another licensed real estate broker at the time of such contract.
- G. That he/she has reviewed this Agreement and agrees with the terms herein.

4. AGENCY

A. Definitions

1. **Broker.** In this Agreement, the term "Broker" shall mean a licensed Tennessee real estate broker or brokerage firm and where the context would indicate, the Broker's affiliated licensees.
2. **Agent for the Buyer.** The licensee's company is working as an agent for the Buyer, owes primary loyalty to the Buyer, and will work as an advocate of the best interests of the Buyer. An agency relationship of this type cannot, by law, be established without a written buyer agency agreement.
3. **Designated Agent for the Buyer.** The individual licensee that has been assigned by the Managing Broker and is working as an agent for the Buyer in this consumer's prospective transaction, to the exclusion of all other licensees in his/her company. Even if someone else in the licensee's company represents a Seller in whose property Buyer is interested, the Designated Agent for the Buyer will continue to work as an advocate for the best interests of the Buyer. An agency relationship, by law, can only be established by a written agency agreement.
4. **Facilitator/Transaction Broker (not an agent for either party).** The licensee is not working as an agent for either party in this consumer's prospective transaction. A Facilitator may advise either or both of the parties to a transaction but cannot be considered a representative or advocate of either party. By law, any licensee or company who has not entered into a written agency agreement with either party in the transaction is considered a Facilitator or Transaction Broker until such time as an agency agreement is established.
5. **Dual agency.** The licensee has agreements to provide services as an agent to more than one (1) party in a specific transaction and in which the interests of such parties are adverse. This agency status may only be employed upon full disclosure to each party and with each party's informed consent.
6. **Adverse Facts.** "Adverse Facts" means conditions or occurrences generally recognized by competent licensees that have a negative impact on the value of the real estate, significantly reduce the structural integrity of improvements to real property or present a significant health risk to occupants of the property.
7. **Confidentiality.** By law, every licensee is obligated to protect some information as confidential. This includes any information revealed by a consumer which may be helpful to the other party IF it was revealed by the consumer BEFORE the licensee disclosed any agency relationship with that other party. AFTER the licensee discloses that he/she has an agency relationship with another party, any such information which the consumer THEN reveals must be passed on by the licensee to that other party. Buyer understands that there is a possibility that sellers or sellers' representatives may not treat the existence, terms, or conditions of offers as confidential unless confidentiality is required by law, regulation, or by any confidentiality agreement between the parties.

B. Duties owed to all Parties to a Transaction.

Pursuant to the Tennessee Real Estate Broker License Act, every Real Estate Licensee owes the following duties to every Buyer and Seller, Tenant and Landlord (collectively “Buyers” and “Sellers”) unless otherwise provided by law:

1. To diligently exercise reasonable skill and care in providing services to all parties to the transaction;
2. To disclose to each party to the transaction any Adverse Facts of which Licensee has actual notice or knowledge;
3. To maintain for each party in a transaction the confidentiality of any information obtained by a Licensee prior to disclosure to all parties of a written agency agreement entered into by the Licensee to represent either or both parties in the transaction. This duty of confidentiality extends to any information that the party would reasonably expect to be held in confidence, except for information which the party has authorized for disclosure or information required by law to be disclosed;
4. To provide services to each party to the transaction with honesty and good faith;
5. To disclose to each party to the transaction timely and accurate information regarding market conditions that might affect such transaction only when such information is available through public records and when such information is requested by a party;
6. To give timely account for earnest money deposits and all other property received from any party to a transaction; and
7. (A) To refrain from engaging in self-dealing or acting on behalf of Licensee’s immediate family, or on behalf of any other individual, organization or business entity in which Licensee has a personal interest without prior disclosure of such personal interest and the timely written consent of all parties to the transaction; and
(B) To refrain from recommending to any party to the transaction the use of services of another individual, organization or business entity in which the Licensee has an interest or from whom the Licensee may receive a referral fee or other compensation for the referrals, other than referrals to other Licensees to provide real estate services, without timely disclosing to the party who receives the referral, the Licensee’s interest in such referral or the fact that a referral fee may be received.

C. Duties Owed to Client.

In addition to the above, the Licensee has the following duties to his/her Client if the Licensee has become an agent or Designated Agent in a transaction:

1. Obey all lawful instructions of the Client when such instructions are within the scope of this agency agreement between the Licensee and the Buyer/Client;
2. Be loyal to the interests of the Client. A Licensee must place the interests of the Client before all others in negotiation of a transaction and in other activities, except where such loyalty duty would violate Licensee’s duties to a customer in the transaction; and
3. Unless the following duties are specifically and individually waived in writing by a Client, Licensee shall assist the Client by:
 - A. Scheduling all property showings on behalf of the Client;
 - B. Receiving all offers and counter offers and forwarding them promptly to the Client;
 - C. Answering any questions that the Client may have in negotiation of a successful purchase within the scope of the Licensee’s expertise; and
 - D. Advising the Client as to whatever forms, procedures and steps are needed after execution of the purchase agreement for a successful closing of the transaction.

Upon Waiver of any of the above duties listed under subsection 4.C.3., the Client may not expect or seek assistance from any other licensees in the transaction for the performance of said duties.

D. Agent Disclosure. Pursuant to Tennessee Real Estate Commission Rule 1260-2-.36, Broker must disclose certain things to Client prior to the execution of this Agreement. Client hereby agrees that Broker has disclosed the following and that this Agreement constitutes written confirmation of same:

During the effective period of this Agreement:

1. Client should not contact listing agents directly and should make all arrangements to view and inspect property through Broker;

2. In the event Client comes into contact with a Seller's Agent(s) (for example, at an open house viewing), Client shall immediately inform the Seller's Agent(s) that he/she is represented by Broker; and
3. If Client purchases property(ies) covered by this Agreement through another real estate licensee or a Seller's Agent(s) or directly from a Seller, Client understands that he/she still owes a commission to the Broker as set forth in this Agreement.

E. Buyer's Authorizations.

1. **Default to Facilitator.** Buyer hereby authorizes Broker and Selling Licensee (agent working with Buyer) to default to Facilitator status (representing the interests of neither the Seller nor the Buyer) in any property showings, negotiations, or transactions in which the Broker may also have a representation agreement with the Seller who is also being assisted by the Selling Licensee. In such event, Agent shall immediately notify (verbally) both the Buyer and the Seller of the need to default to this Facilitator status and notification shall be confirmed in writing prior to the execution of the contract. As Facilitator, Broker and Broker's licensee may assist the parties and provide information in subsequent negotiations in that transaction. Upon any default to Facilitator status, the Broker and Broker's licensee must assume a neutral position and will not be an advocate for either the Buyer or any prospective Seller.
2. **Resumption of Agency Status.** In the event that Broker and Selling Licensee default to a Facilitator status, this Facilitator status will only be temporary. The Facilitator status will only last until any transaction or contemplated transaction in which the parties are all represented by the Facilitator is resolved (either because the transaction is closed or the transaction or contemplated transaction is terminated or not accepted and no further negotiations occur between the parties). At that time, the Broker and Selling Licensee shall immediately revert back to their status as Agent for the Buyer.

5. CONFIDENTIALITY.

Information which the Buyer authorizes Broker and his affiliated licensees to disclose which might otherwise be confidential:

6. EARNEST MONEY/TRUST MONEY.

Broker is authorized to accept a deposit of earnest money/trust money to be applied to the purchase price for a property. Such deposit is to be held by Broker in an escrow or trustee account or forwarded to party authorized to hold said funds as set forth in an executed contract for purchase, lease, exchange or option agreement until disbursed in accordance with the terms of said agreement.

7. LIMITATIONS ON BROKER'S AUTHORITY AND RESPONSIBILITY.

Buyer acknowledges and agrees that Broker:

- A. May show the same properties to other prospective buyers;
- B. Is not an expert with regard to matters that could be revealed through a survey, title search, or inspection; the insurability of the property or cost to insure the property; for the condition of the property, any portion thereof, or any item therein; for any geological issues present on the property; for any issues arising out of the failure to inspect property prior to entering into an agreement to Purchase property and/or closing on property; for the necessity or cost of any repairs to property; hazardous or toxic materials; square footage; acreage; the availability and cost of utilities, septic, or community amenities; conditions existing off a property which may affect said property; proposed or pending condemnation actions involving the property; uses and zoning of a property, whether permitted or proposed; for applicable boundaries of school districts or other school information; termites and wood destroying organisms; building products and construction techniques; the tax or legal consequences of a contemplated transaction; matters relating to financing; for the appraised or future value of a property; etc. Buyer acknowledges that Broker is not an expert with respect to the above matters and is hereby advised to seek independent expert advice on any of these or other matters which are of concern to Buyer;
- C. Shall owe no duties to Buyer nor have any authority to act on behalf of Buyer other than what is set forth in this Agreement and the duties contained in the Tennessee Real Estate Licensee Act of 1973, as amended, and the Tennessee Real Estate Commission Rules; and
- D. May make all disclosures required by law and/or the National Association of Realtors® Code of Ethics.

E. Hereby advises Buyer of the possibility that some properties may utilize security devices that record physical movements or audio conversations. Therefore, Buyers should limit making comments concerning the value, features, or condition while viewing any property.

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9. OTHER PROVISIONS.

A. Binding Effect, Entire Agreement, Modification, and Assignment. This Agreement shall be for the benefit of, and be binding upon, the parties hereto, their heirs, successors, legal representatives and permitted assigns. This Agreement may only be assigned with the written consent of both parties. This Agreement constitutes the sole and entire agreement between the parties hereto and no modification of this Agreement shall be binding unless signed by all parties or assigns to this Agreement. No representation, promise, or inducement not included in this Agreement shall be binding upon any party hereto. Any assignee shall fulfill all the terms and conditions of this Agreement.

B. Governing Law and Venue. This Agreement is intended as a contract for buyer's agency representation and shall be governed by and interpreted in accordance with the laws and in the courts of the state of Tennessee.

C. Terminology. As the context may require in this Agreement: (1) the singular shall mean the plural and vice versa; (2) all pronouns shall mean and include the person, entity, firm or corporation to which they relate; (3) the masculine shall mean the feminine and vice versa; and (4) the term day(s) used throughout this Agreement shall be deemed to be calendar day(s) ending at 11:59 p.m. local time unless otherwise specified in this Agreement. Local time shall be determined by the location of the Firm.

D. Severability. If any portion or provision of this Agreement is held or adjudicated to be invalid or unenforceable for any reason, each such portion or provision shall be severed from the remaining portions or provisions of this Agreement, and the remaining portions or provisions shall be unaffected and remain in full force and effect.

E. Fair Housing. Broker and his affiliated Licensees shall provide services without regard to race, color, creed, religion, sex, handicap, familial status, national origin, sexual orientation, or gender identity. A request to observe discriminatory practices in the sale, lease, exchange, or option of property will not be granted.

10. LEGAL DOCUMENTS. THIS IS AN IMPORTANT LEGAL DOCUMENT CREATING VALUABLE RIGHTS AND OBLIGATIONS. IF YOU HAVE QUESTIONS ABOUT IT, YOU SHOULD REVIEW IT WITH YOUR ATTORNEY. NEITHER THE BROKER NOR ANY AGENT OR FACILITATOR IS AUTHORIZED OR QUALIFIED TO GIVE YOU ANY ADVICE CONCERNING THE ADVISABILITY OR LEGAL EFFECT OF ITS PROVISIONS. BY SIGNING THIS DOCUMENT, YOU ARE CERTIFYING THAT YOU HAVE READ AND ACCEPT THESE TERMS AND ACKNOWLEDGE RECEIPT OF THIS AGREEMENT.

11. EXHIBITS AND ADDENDA: All exhibits and/or addenda attached hereto, listed below, or referenced herein are made a part of this Agreement.

12. SPECIAL STIPULATIONS. The following Special Stipulations, if conflicting with any preceding section, shall control:

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The party(ies) below have signed and acknowledge receipt of a copy.

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BY: Broker or Licensee Authorized by Broker

BROKER/FIRM

_____ at _____ o'clock ☐ am/ ☐ pm

Date

Address

Print/Type Name

Phone: _____

Email: _____

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The party(ies) below have signed and acknowledge receipt of a copy.

BUYER

BUYER

Print/Type Name

Print/Type Name

_____ at _____ o'clock ☐ am/ ☐ pm

Date

_____ at _____ o'clock ☐ am/ ☐ pm

Date

Address

Address

Phone: _____ (H) _____ (Cell)

Phone: _____ (H) _____ (Cell)

_____ (W) Email: _____

_____ (W) Email: _____

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RF142 – Exclusive Buyer Representation Agreement (Buyer Agency) Page 6 of 6

Version 01/01/2021

LISTING/~~AGENCY~~ BUYER'S REPRESENTATION MUTUAL RELEASE AGREEMENT

1 Firm/Company: _____
 2 Client/Customer: _____
 3 Property (if applicable): _____ MLS # _____

4 This is a Mutual Release between the "Client/Customer" and the real estate "Firm/Company."

5 Whereas, the Client/Customer and Firm/Company have entered into a ~~marketing / listing / and/or agency~~ listing/buyer's
 6 representation agreement ("Agreement") with an Effective Date of _____ and all parties desire to terminate
 7 the Agreement(s) regarding the Property (if applicable) listed above.

8 NOW, THEREFORE, it is hereby agreed by and among the parties as follows (select one box):

9 ~~☐ If the Client/Customer enters into an agreement for the sale or exchange or contract to lease with option to buy within~~
 10 ~~_____ days after the date of this Mutual Release of the Listing/Marketing Agreement with any buyer (or anyone acting on~~
 11 ~~buyer's behalf) who has been introduced to the property directly or indirectly, during the term of the Listing/Marketing~~
 12 ~~Agreement and any extensions thereof without the services of a licensed broker or agent, the Client/Customer agrees to pay~~
 13 ~~compensation for a total of \$ _____ or _____ % of the purchase price to the Firm/Company. This includes~~
 14 ~~but is not limited to any introduction or exposure to Property by advertisements or postings appearing in any medium which~~
 15 ~~originated as a result of listing the Property with Firm/Company. Client/Customer agrees to pay a cancellation fee of~~
 16 ~~\$ _____, receipt of which is hereby acknowledged. This paragraph shall not apply if the Property is listed~~
 17 ~~with another licensed real estate broker at the time of such contract.~~

18 **OR**

19 ☐ **Agency Listing** Agreement in conjunction with the aforementioned Client and Firm/Company is hereby mutually canceled.

20 **OR**

21 ☐ Buyer Representation Agreement between the aforementioned Client and Firm/Company is hereby mutually cancelled.

22 For and in consideration of the Agreement set forth herein and in consideration of the mutual releases granted herein, the
 23 receipt and adequacy of which is hereby acknowledged, the Client/Customer and Firm/Company do hereby release, acquit
 24 and forever discharge each other, and all other persons acting through them from all of the terms, conditions, responsibilities
 25 and obligations of the Agreement(s), with the following exception:

26 If the Client/Customer enters into an agreement for the sale or exchange or contract to lease with option to buy within _____
 27 days after the date of this Mutual Release of the Listing/Marketing Agreement with any buyer (or anyone acting on buyer's
 28 behalf) who has been introduced to the property directly or indirectly, during the term of the Listing/Marketing Agreement
 29 and any extensions thereof without the services of a licensed broker or agent, the Client/Customer agrees to pay
 30 compensation for a total of \$ _____ or _____ % of the purchase price to the Firm/Company. This includes
 31 but is not limited to any introduction or exposure to Property by advertisements or postings appearing in any medium which
 32 originated as a result of listing the Property with Firm/Company. Client/Customer agrees to pay a cancellation fee of
 33 \$ _____, receipt of which is hereby acknowledged. This paragraph shall not apply if the Property is listed
 34 with another licensed real estate broker at the time of such contract.

35 The parties to this Mutual Release have read its entire contents and it is agreed that all terms and conditions pertinent hereto
 36 are included in this writing and no verbal agreements or understandings of any kind shall be binding upon the parties. This
 37 Mutual Release now contains the entire agreement between the parties.

38 The party(ies) below have signed and acknowledge receipt of a copy.

39 _____
 40 **MANAGING BROKER**

_____ **FIRM / COMPANY**

41 _____ at _____ o'clock ☐ am/ ☐ pm

42 **Date**

_____ at _____ o'clock ☐ am/ ☐ pm

Date

43 The party(ies) below have signed and acknowledge receipt of a copy.

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CLIENT / CUSTOMER

CLIENT / CUSTOMER

_____ at _____ o'clock ☐ am/ ☐ pm

_____ at _____ o'clock ☐ am/ ☐ pm

Date

Date

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DISCLAIMER NOTICE

The Broker and their affiliated licensees (hereinafter collectively “Licensees”) are engaged in bringing together buyers and sellers in real estate transactions. Licensees expressly deny any expertise with respect to advice or informed opinions regarding any of the following matters. This Disclaimer Notice is an express warning to all sellers and buyers that they should not rely on any statement, comment or opinion expressed by any Licensee when making decisions about any of the following matters, including the selection of any professional to provide services on behalf of buyers or sellers. Any professional selected by buyers or sellers should be an “independent, qualified professional”, who complies with all applicable state/local requirements, which may include licensing, insurance, and bonding requirements. It is strongly recommended that buyers include contingency clauses in their offers to purchase with respect to these or any other matters of concern and that buyers, in writing the offer, allow enough time to get an evaluation of the following matters from an independent, qualified professional. The matters listed below are not an exclusive list of actions or circumstances which are not the responsibility of the Licensees with whom you work. These items are examples and are provided only for your guidance and information.

- 1. THE STRUCTURAL OR OTHER CONDITIONS OF THE PROPERTY.** Consult with professional engineers or other independent, qualified professionals to ascertain the existence of structural issues, the condition of synthetic stucco (E.I.F.S.) and/or the overall condition of the property.
- 2. THE CONDITION OF ROOFING.** Consult with a bonded roofing company for any concerns about the condition of the roof.
- 3. HOME INSPECTION.** We strongly recommend that you have a home inspection, which is a useful tool for determining the overall condition of a home including, but not limited to, electrical, heating, air conditioning, plumbing, water-heating systems, fireplaces, windows, doors and appliances. Contact several sources (like the Tennessee Department of Commerce & Insurance (<http://tn.gov/commerce/>), the American Society of Home Inspectors (www.ashi.com), the National Association of Certified Home Inspectors (www.nahi.org), and Home Inspectors of Tennessee Association (www.hita.us) and independently investigate the competency of an inspector, including whether he has complied with State and/or local licensing and registration requirements in your area. The home inspector may, in turn, recommend further examination by a specialist (heating-air-plumbing, etc.). **Failure to inspect typically means that you are accepting the property “as is”.**
- 4. WOOD DESTROYING ORGANISMS, PESTS AND INFESTATIONS.** It is strongly recommended that you use the services of a licensed, professional pest control company to determine the presence of wood destroying organisms (termites, fungus, etc.) or other pests or infestations and to examine the property for any potential damage from such.
- 5. ENVIRONMENTAL HAZARDS.** Environmental hazards, such as, but not limited to: radon gas, mold, asbestos, lead-based paint, hazardous wastes, landfills, byproducts of methamphetamine production, high-voltage electricity, noise levels, etc., require advanced techniques by environmental specialists to evaluate, remediate and/or repair. It is strongly recommended that you secure the services of knowledgeable professionals and inspectors in all areas of environmental concern.
- 6. SQUARE FOOTAGE.** There are multiple sources from which square footage of a property may be obtained. Information is sometimes gathered from tax or real estate records on the property. Square footage provided by builders, real estate licensees, or tax records is only an **estimate** with which to make comparisons, but **it is not guaranteed**. It is advised that you have a licensed appraiser determine actual square footage.
- 7. CURRENT VALUE, INVESTMENT POTENTIAL, OR RESALE VALUE OF THE PROPERTY.** A true estimate of the value can only be obtained through the services of a licensed appraiser. No one, not even a professional appraiser, can know the future value of a property. Unexpected and unforeseeable things happen.

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NOTE: A real estate licensee's Comparative Market Analysis (CMA) or Broker's Price Opinion (BPO), etc., while sometimes used to set an asking price or an offer price, is **not** an appraisal.

8. BOUNDARY LINES, EASEMENTS, ENCROACHMENTS, ROAD MAINTENANCE, AND ACREAGE. A survey can provide helpful information, including whether the road to the home is a public or private road. It is strongly advised that you secure the services of a licensed surveyor for a full-stake boundary survey with all boundary lines, easements, encroachments, flood zones, road information, total acreage, etc., clearly identified. It is also advised that you **not** rely on mortgage loan inspection surveys, previous surveys, plat data, or Multiple Listing Service (MLS) data for this information, even if acceptable to your lender.

9. ZONING, CODES, COVENANTS, RESTRICTIONS, AND RELATED ISSUES. Zoning, codes, covenants, restrictions, home owner association by-laws, special assessments, city ordinances, governmental repair requirements and related issues need to be verified by the appropriate sources in writing. If your projected use requires a zoning or other change, it is recommended that you either wait until the change is **in effect** before committing to a property or provide for this contingency in your Purchase and Sale Agreement.

10. UTILITY CONNECTIONS, SEPTIC SYSTEM CAPABILITY, AND RELATED SERVICES. The availability, adequacy, connection and/or condition of waste disposal (sewer, septic system, etc.), water supply, electric, gas, cable, internet, telephone, or other utilities and related services to the property need to be verified by the appropriate sources in writing (including but not limited to fire protection). You should have a professional check access and/or connection to public sewer and/or public water source and/or the condition of any septic system(s) and/or wells. To confirm that any septic systems are properly permitted for the actual number of bedrooms, it is recommended that sellers and/or buyers request a copy of the information contained in the file for the property maintained by the appropriate governmental permitting authority. If the file for this property cannot be located or you do not understand the information contained in the file, you should seek professional advice regarding this matter. For unimproved land, septic system capability can only be determined by using the services of a professional soil scientist and verifying with the appropriate governmental authorities that a septic system of the desired type, size, location, and cost can be permitted and installed to accommodate the size home that you wish to build.

11. FLOODING, DRAINAGE, FLOOD INSURANCE, AND RELATED ITEMS. It is recommended that you have a civil or geotechnical engineer or other independent expert determine the risks of flooding, drainage or run-off problems, erosion, land shifting, unstable colluvial soil, sinkholes and landfills. The risk of flooding may increase and drainage or storm run-off pathways may change. Be sure to consult with the proper governmental authorities, elevation surveyors, and flood insurance professionals regarding flood and elevation certificates, flood zones, and flood insurance requirements, recommendations and costs.

12. CONDEMNATION. It is recommended that you investigate whether there are any pending or proposed condemnation proceedings or similar matters concerning any portion of the property with the State, County and city/town governments in which the property is located. Condemnation proceedings could result in all or a portion of the property being taken by the government with compensation being paid to the landowner.

13. SCHOOL DISTRICTS AND OTHER SCHOOL INFORMATION. It is advised that you independently confirm school zoning with the appropriate school authorities, as school districts are subject to change. Other school information (rankings, curriculums, student-teacher ratios, etc.) should be confirmed by appropriate sources in writing.

14. INFORMATION ABOUT CRIMES, METHAMPHETAMINE PROPERTIES, OR SEX OFFENDERS. You should consult with local, state and federal law enforcement agencies for information or statistics regarding criminal activity at or near the property, the presence of methamphetamine manufacturing, or for the location of sex offenders in a given area.

15. LEGAL AND TAX ADVICE. You should seek the advice of an attorney and/or certified tax specialist on any legal or tax questions concerning any offers, contracts, issues relating to title or ownership of the property, or any other matters of concern, including those itemized in this Disclaimer Notice. Real estate licensees are **not** legal or tax experts, and therefore cannot advise you in these areas.

16. RECOMMENDED INSPECTORS, SERVICE PROVIDERS, OR VENDORS. The furnishing of any inspector, service provider or vendor named by the real estate licensee is done only as a convenience and a courtesy, and does not in any way constitute any warranty, representation, or endorsement. Buyers and sellers have the option to select any inspectors, service providers or vendors of the buyer's or seller's choice. You are advised to contact several sources and independently investigate the competency of any inspector, contractor, or other professional expert, service provider or vendor and to determine compliance with any licensing, registration, insurance and bonding requirements in your area.

17. RELIANCE. You understand that it is your responsibility to determine whether the size, location and condition of the property are acceptable prior to ~~signing a contract~~ submitting an Offer on a property. Broker makes no representations as to suitability of a property to your needs. You acknowledge that any images or other marketing materials provided by the seller or brokers involved in the transaction electronically or in print may not display the property's features, flaws, odor(s), or size and that you will not rely on such images when purchasing a property.

18. MARKETING MATERIALS. You acknowledge that photographs, marketing materials, and digital media used in the marketing of the property may continue to remain in publication after Closing. You agree that Broker shall not be liable for any uses of photographs, marketing materials or digital media which the Broker is not in control.

The Buyer/Seller acknowledges that they have not relied upon the advice, casual comments, media representations or verbal representations of any real estate licensee relative to any of the matters itemized above or similar matters. The Buyer/Seller understands that it has been strongly recommended that they secure the services of appropriately credentialed experts and professionals of the buyer's or seller's choice for the advice and counsel about these and similar concerns.

The party(ies) below have signed and acknowledge receipt of a copy.

CLIENT/CUSTOMER

CLIENT/CUSTOMER

Date at _____ o'clock ☐ am/ ☐ pm

Date at _____ o'clock ☐ am/ ☐ pm

NOTE: This form is provided by Tennessee REALTORS® to its members for their use in real estate transactions and is to be used as is. By downloading and/or using this form, you agree and covenant not to alter, amend, or edit said form or its contents except as where provided in the blank fields, and agree and acknowledge that any such alteration, amendment or edit of said form is done at your own risk. Use of the Tennessee REALTORS® logo in conjunction with any form other than standardized forms created by Tennessee REALTORS® is strictly prohibited. This form is subject to periodic revision and it is the responsibility of the member to use the most recent available form.

PURCHASE AND SALE AGREEMENT

1. Purchase and Sale. For and in consideration of the mutual covenants herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned buyer

_____ (“Buyer”) agrees to buy and the undersigned seller _____ (“Seller”) agrees to sell all that tract or parcel of land, with such improvements as are located thereon, described as follows:

All that tract of land known as: _____
 (Address) _____ (City), Tennessee, _____ (Zip), as recorded in _____ County Register of Deeds Office, _____ deed book(s), _____ page(s), and/or _____ instrument number and as further described as:

_____ together with all fixtures, landscaping, improvements, and appurtenances, all being hereinafter collectively referred to as the “Property.”

A. INCLUDED as part of the Property (if present): all attached light fixtures and bulbs including ceiling fans; permanently attached plate glass mirrors; heating, cooling, and plumbing fixtures and equipment; all doors, storm doors and windows; ~~all~~ window ~~treatments (e.g.,~~ shutters, blinds, shades, ~~curtains, draperies)~~ and hardware; all wall-to-wall carpet; range; all built-in kitchen appliances; all bathroom fixtures and bathroom mirrors; all gas logs, fireplace doors and attached screens; all security system components and controls; garage door opener(s) and all (at least _____) remote controls; swimming pool and its equipment; awnings; permanently installed outdoor cooking grills; all landscaping and all outdoor lighting; mailbox(es); attached basketball goals and backboards; TV mounting brackets (inclusive of wall mount and TV brackets) but excluding flat screen TVs); antennae and satellite dishes (excluding components); central vacuum systems and attachments; and all available keys, key fobs, access codes, master codes or other methods necessary for access to the Property, including mailboxes and/or amenities.

B. Other items that REMAIN with the Property at no additional cost to Buyer:

C. Items that WILL NOT REMAIN with the Property:

D. LEASED ITEMS: Leased items that remain with the Property: (e.g., security systems, water softener systems, fuel tank, etc.): _____.
 Buyer shall assume any and all lease payments as of Closing. If leases are not assumable, the balance shall be paid in full by Seller at or before Closing.

☐ Buyer does not wish to assume a leased item. **(THIS BOX MUST BE CHECKED IN ORDER FOR IT TO BE A PART OF THIS AGREEMENT.)**

Buyer does not wish to assume Seller’s current lease of _____; therefore, Seller shall have said lease cancelled and leased items removed from Property prior to Closing.

E. FUEL: Fuel, if any, will be adjusted and charged to Buyer and credited to Seller at Closing at current market prices.

2. Purchase Price, Method of Payment and Closing Expenses. Buyer warrants that, except as may be otherwise provided herein, Buyer will at Closing have sufficient cash to complete the purchase of the Property under the terms of this Purchase and Sale Agreement (hereinafter “Agreement”). The purchase price to be paid is: \$ _____,

_____ U.S. Dollars, (“Purchase Price”) which shall be disbursed to Seller or Seller’s Closing Agency by one of the following methods:

- i. a Federal Reserve Bank wire transfer;
- ii. a Cashier’s Check issued by a financial institution as defined in 12 CFR § 229.2(i); OR
- iii. other such form as is approved in writing by Seller.

A. Financial Contingency – Loan(s) To Be Obtained. This Agreement is conditioned upon Buyer’s ability to obtain a loan(s) in the principal amount up to _____% of the Purchase Price listed above to be secured by a deed of trust on the Property. “Ability to obtain” as used herein means that Buyer is qualified to receive the loan described herein based upon Lender’s customary and standard underwriting criteria. In consideration of Buyer, having acted in good

faith and in accordance with the terms below, being unable to obtain financing by the Closing Date, the sufficiency of such consideration being hereby acknowledged, Buyer may terminate this Agreement by providing written notice via the Notification form or equivalent written notice. Seller shall have the right to request any supporting documentation regarding loan denial. Upon termination, Buyer is entitled to a refund of the Earnest Money/Trust Money. Lender is defined herein as the financial institution funding the loan.

The loan shall be of the type selected below (**Select the appropriate boxes. Unselected items will not be part of this Agreement**):

- | | |
|---|--|
| <input type="checkbox"/> Conventional Loan | <input type="checkbox"/> FHA Loan; attach addendum |
| <input type="checkbox"/> VA Loan; attach addendum | <input type="checkbox"/> Rural Development/USDA |
| <input type="checkbox"/> THDA | <input type="checkbox"/> Other _____ |

Buyer may apply for a loan with different terms and conditions and also Close the transaction provided all other terms and conditions of this Agreement are fulfilled, and the new loan does not increase any costs charged to Seller. Buyer shall be obligated to Close this transaction if Buyer has the ability to obtain a loan with terms as described herein and/or any other loan for which Buyer has applied and been approved.

Loan Obligations: The Buyer agrees and/or certifies as follows:

- (1) Within three (3) days after the Binding Agreement Date, Buyer shall make application for the loan and shall pay for credit report. Buyer shall immediately notify Seller or Seller's representative of having applied for the loan and provide Lender's name and contact information, and that Buyer has instructed Lender to order credit report. Such certifications shall be made via the Notification form or equivalent written notice;
- (2) Within fourteen (14) days after the Binding Agreement Date, Buyer shall warrant and represent to Seller via the Notification form or equivalent written notice that:
 - a. Buyer has secured evidence of hazard insurance which will be effective at Closing and Buyer shall notify Seller of the name of the hazard insurance company;
 - b. Buyer has notified Lender of an Intent to Proceed and has available funds to Close per the signed Loan Estimate; and
 - c. Buyer has requested that the appraisal be ordered and affirms that the appraisal fee has been paid.
- (3) Buyer shall pursue qualification for and approval of the loan diligently and in good faith;
- (4) Buyer shall continually and immediately provide requested documentation to Lender and/or loan originator;
- (5) Unless otherwise stated in this Agreement, Buyer represents that this loan is not contingent upon the lease or sale of any other real property and the same shall not be used as the basis for loan denial; and
- (6) Buyer shall not intentionally make any material changes in Buyer's financial condition which would adversely affect Buyer's ability to obtain the Primary Loan or any other loan referenced herein.

Should Buyer fail to timely comply with section 2.A.(1) and/or 2.A.(2) above **and provide notice as required**, Seller may make written demand for compliance via the Notification form or equivalent written notice. If Buyer does not furnish Seller the requested documentation within two (2) days after such demand for compliance, Buyer shall be considered in default and Seller's obligation to sell is terminated.

- ☐ **B. Financing Contingency Waived (THIS BOX MUST BE CHECKED TO BE PART OF THIS AGREEMENT.)** (e.g. "All Cash", etc.): Buyer's obligation to close shall not be subject to any financial contingency. Buyer reserves the right to obtain a loan. Buyer will furnish proof of available funds to close in the following manner: _____ (e.g. bank statement, Lender's commitment letter) within five (5) days after Binding Agreement Date. Should Buyer fail to do so, Seller may make written demand for compliance via the Notification form or equivalent written notice. If Buyer does not furnish Seller with the requested notice within two (2) days after such demand for compliance, Buyer shall be considered in default and Seller's obligation to sell is terminated. Failure to Close due to lack of funds shall be considered default by Buyer.

In the event this Agreement is contingent upon an appraisal (See Section 2.C. below), Buyer must order the appraisal and provide Seller with the name and telephone number of the appraisal company and proof that appraisal was ordered within five (5) days of the Binding Agreement Date. Should Buyer fail to do so, Seller may make written demand for compliance via the Notification form or equivalent written notice. If Buyer does not furnish Seller with the requested notice within two (2) days after such demand for compliance, Buyer shall be considered in default and Seller's obligation to sell is terminated.

C. Appraisal (Select either 1 or 2 below. The sections not checked are not a part of this Agreement).

- ☐ **1.** This Agreement **IS NOT** contingent upon the appraised value either equaling or exceeding the agreed upon Purchase Price.

- 2. This Agreement **IS CONTINGENT** upon the appraised value either equaling or exceeding the agreed upon Purchase Price. If the appraised value is equal to or exceeds Purchase Price, this contingency is satisfied. In consideration of Buyer having conducted an appraisal, the sufficiency of such consideration being hereby acknowledged, if the appraised value of the Property does not equal or exceed the Purchase Price, Buyer shall promptly notify the Seller via the Notification form or equivalent written notice. Buyer shall then have three (3) days to either:

1. waive the appraisal contingency via the Notification form or equivalent written notice **OR**
2. terminate the ~~agreement~~ Agreement by giving notice to ~~seller~~ Seller via the Notification form or equivalent written notice. Upon timely termination, Buyer is entitled to a refund of the Earnest ~~money~~ Money.

In the event Buyer fails to either waive the appraisal contingency or terminate the ~~agreement~~ Agreement as set forth above, this contingency shall be deemed satisfied. Thereafter, failure to appraise shall not be used as the basis for loan denial or termination of ~~contract~~ Agreement. Seller shall have the right to request any supporting documentation showing appraised value did not equal or exceed the agreed upon ~~purchase price~~ Purchase Price.

D. Closing Expenses.

1. **Seller Expenses.** Seller shall pay all existing loans and/or liens affecting the Property, including all penalties, release preparation costs, and applicable recording costs; any accrued and/or outstanding association dues or fees; fee (if any) to obtain lien payoff/estoppel letters/statement of accounts from any and all associations, property management companies, mortgage holders or other liens affecting the Property; Seller's closing fee, document preparation fee and/or attorney's fees; fee for preparation of deed; notary fee on deed; and financial institution (Bank, Credit Union, etc.) wire transfer fee or commercial courier service fee related to the disbursement of any lien payoff(s). Seller additionally agrees to permit any withholdings and/or to pay any additional sum due as is required under the Foreign Investment in Real Property Tax Act. Failure to do so will constitute a default by Seller.

In the event Seller is subject to Tax Withholding as required by the Foreign Investment in Real Property Tax Act, (hereinafter "FIRPTA"), Seller additionally agrees that such Tax Withholding must be collected from Seller by Buyer's Closing Agent at the time of Closing. In the event Seller is not subject to FIRPTA, Seller shall be required as a condition of Closing to sign appropriate affidavits certifying that Seller is not subject to FIRPTA. *It is Seller's responsibility to seek independent tax advice or counsel prior to the Closing Date regarding such tax matters.*

2. **Buyer Expenses.** Buyer shall pay all transfer taxes and recording fees on deed of conveyance and deed of trust; Buyer's closing fee, document preparation fee and/or attorney's fees; preparation of note, deed of trust, and other loan documents; mortgage loan inspection or boundary line survey; credit report; required premiums for private mortgage, hazard and flood insurance; required reserved deposits for insurance premiums and taxes; prepaid interest; re-inspection fees pursuant to appraisal; insured Closing Protection Letter; association fees as stated within section 4.F.; and any costs incident to obtaining and closing a loan, including but not limited to: appraisal, origination, discount points, application, commitment, underwriting, document review, courier, assignment, photo, tax service, notary fees, and any wire fee or other charge imposed for the disbursement of the Seller's proceeds according to the terms of this Agreement.

3. **Title Expenses.** Cost of title search, mortgagee's policy and owner's policy (rates to be as filed with the Tennessee Department of Commerce and Insurance) shall be paid as follows:

Simultaneous issue rates shall apply.

Not all of the above items (Seller Expenses, Buyer Expenses and Title Expenses) are applicable to every transaction and may be modified as follows:

Closing Agency for Buyer & Contact Information: _____

Closing Agency for Seller & Contact Information: _____

3. **Earnest Money/Trust Money.** Buyer has paid or will pay within _____ days after the Binding Agreement Date to _____ (name of Holder) ("Holder") located at _____ (address of Holder), a Earnest

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Money/Trust Money deposit of \$_____ by check (OR
_____) ("Earnest Money/Trust Money").

A. Failure to Receive Earnest Money/Trust Money. In the event Earnest Money/Trust Money (if applicable) is not timely received by Holder or Earnest Money/Trust Money check or other instrument is not honored for any reason by the bank upon which it is drawn, Holder shall promptly notify Buyer and Seller of the Buyer's failure to deposit the agreed upon Earnest Money/Trust Money. Buyer shall then have one (1) day to deliver Earnest Money/Trust Money in immediately available funds to Holder. In the event Buyer does not deliver such funds, Buyer is in default and Seller shall have the right to terminate this Agreement by delivering to Buyer or Buyer's representative written notice via the Notification form or equivalent written notice. In the event Buyer delivers the Earnest Money/Trust Money in immediately available funds to Holder before Seller elects to terminate, Seller shall be deemed to have waived his right to terminate, and the Agreement shall remain in full force and effect.

B. Handling of Earnest Money/Trust Money upon Receipt by Holder. Earnest Money/Trust Money (if applicable) is to be deposited promptly after the Binding Agreement Date or the agreed upon delivery date in this Earnest Money/Trust Money section or as specified in the Special Stipulations section contained herein. Holder shall disburse Earnest Money/Trust Money only as follows:

- (a) at Closing to be applied as a credit toward Buyer's Purchase Price;
- (b) upon a written agreement signed by all parties having an interest in the funds;
- (c) upon order of a court or arbitrator having jurisdiction over any dispute involving the Earnest Money/Trust Money;
- (d) upon a reasonable interpretation of the Agreement; or
- (e) upon the filing of an interpleader action with payment to be made to the clerk of the court having jurisdiction over the matter.

Holder shall be reimbursed for, and may deduct from any funds interpleaded, its costs and expenses, including reasonable attorney's fees. The prevailing party in the interpleader action shall be entitled to collect from the other party the costs and expenses reimbursed to Holder. No party shall seek damages from Holder (nor shall Holder be liable for the same) for any matter arising out of or related to the performance of Holder's duties under this Earnest Money/Trust Money section. Earnest Money/Trust Money shall not be disbursed prior to fourteen (14) days after deposit unless written evidence of clearance by bank is provided.

4. Closing, Prorations, Special Assessments and Warranties Transfer.

A. Closing Date. This transaction shall be closed ("Closed") (evidenced by delivery of warranty deed and payment of Purchase Price, the "Closing"), and this Agreement shall expire, at 11:59 p.m. local time on the _____ day of _____, ("Closing Date"), or on such earlier date as may be agreed to by the parties in writing. Such expiration does not extinguish a party's right to pursue remedies in the event of default. Any extension of this date must be agreed to by the parties in writing via the Closing Date/Possession Date Amendment or equivalent written agreement.

1. Possession. Possession of the Property is to be given (**Select the appropriate boxes below. Unselected items will not be part of this Agreement**):

- ☐ at Closing as evidenced by delivery of warranty deed and payment of Purchase Price;

OR

- ☐ as agreed in the attached and incorporated Temporary Occupancy Agreement;

B. Prorations. Real estate taxes, rents, dues, maintenance fees, and association fees on said Property for the calendar year in which the sale is Closed shall be prorated as of the Closing Date. In the event of a change or reassessment of taxes for the calendar year after Closing, the parties agree to pay their recalculated share. Real estate taxes, rents, dues, maintenance fees, and association fees for prior years and roll back taxes, if any, will be paid by Seller.

C. Greenbelt. If property is currently classified by the property tax assessor as "Greenbelt" (minimum of 15 acres or otherwise qualifies), does the Buyer intend to keep the property in the Greenbelt? (**Select the appropriate boxes below. Unselected items will not be part of this Agreement**):

- ☐ Buyer intends to maintain the property's Greenbelt classification and acknowledges that it is Buyer's responsibility to make timely and proper application to insure such status. Buyer's failure to timely and properly make application will result in the assessment of rollback taxes for which Buyer shall be obligated to pay. Buyer should consult the tax assessor for the county where the property is located prior to making this offer to verify that their intended use will qualify for greenbelt classification.
- ☐ Buyer does not intend to maintain the property's Greenbelt status and Rollback taxes shall be payable by the Seller at time of closing.

D. Special Assessments. Special assessments approved or levied prior to the Closing Date shall be paid by the Seller at or prior to Closing unless otherwise agreed as follows:

E. Warranties Transfer. Seller, at the option of Buyer and at Buyer's cost, agrees to transfer Seller's interest in any manufacturer's warranties, service contracts, termite bond or treatment guarantee and/or similar warranties which by their terms may be transferable to Buyer.

F. Association Fees. Buyer shall be responsible for all homeowner or condominium association transfer fees, related administration fees (not including statement of accounts), capital expenditures/contributions incurred due to the transfer of Property and/or like expenses which are required by the association, property management company and/or the bylaws, declarations or covenants for the Property (unless otherwise specifically addressed herein and/or unless specifically chargeable to Seller under applicable bylaws, declarations, and/or neighborhood covenants).

5. Title and Conveyance.

A. Seller warrants that at the time of Closing, Seller will convey or cause to be conveyed to Buyer or Buyer's assign(s) good and marketable title to said Property by general warranty deed, subject only to:

- (1) zoning;
- (2) setback requirements and general utility, sewer, and drainage easements of record on the Binding Agreement Date upon which the improvements do not encroach;
- (3) subdivision and/or condominium declarations, covenants, restrictions, and easements of record on the Binding Agreement Date; and
- (4) leases and other encumbrances specified in this Agreement.

If title examination, closing or loan survey pursuant to Tenn. Code Ann. § 62-18-126, boundary line survey, or other information discloses material defects, Buyer may, at Buyer's discretion:

- (1) accept the Property with the defects **OR**
- (2) require Seller to remedy such defects prior to the Closing Date. Buyer shall provide Seller with written notice of such defects via the Notification form or equivalent written notice. If defects are not remedied prior to Closing Date, Buyer and Seller may elect to extend the Closing Date by mutual written agreement evidenced by the Closing Date/Possession Amendment form or other written equivalent. If defects are not remedied by the Closing Date or any mutually agreed upon extension thereof, this Agreement shall terminate, and Buyer shall be entitled to refund of Earnest Money/Trust Money.

Good and marketable title as used herein shall mean title which a title insurance company licensed to do business in Tennessee will insure at its regular rates, subject only to standard exceptions. The title search or abstract used for the purpose of evidencing good and marketable title must be acceptable to the title insurance agent and the issuing title insurance company. Seller agrees to execute such appropriate affidavits and instruments as may be required by the issuing title insurance company.

B. Deed. Name(s) on Deed to be: _____
It is the Buyer's responsibility to consult the closing agency or attorney prior to Closing as to the manner in which Buyer holds title.

C. Association Lien Payoff. In the event the Property is subject to mandatory association assessments or other fees, which may impose a lien, Seller shall cause to be delivered to Buyer or Buyer's Closing Agent not later than seven (7) days before Closing a lien payoff, estoppel letter or a statement of account reflecting that the account relating to the Property is current or setting forth the sum due to bring the account current.

6. Public Water or Public Sewer Systems

In the event it is discovered that Public Water or Public Sewer System is accessible to the Property and connection to the Property is required by a governmental agency/ authority or Lender, Buyer shall promptly notify the Seller via the Notification form or equivalent written notice. Seller and Buyer shall have five (5) days following such written notice but not later than the Closing Date to negotiate in good faith the payment for the cost and the connection to the Public Water or Public Sewer System. In the event Seller and Buyer do not reach a mutual written agreement for the payment of such cost or a mutually agreeable written extension of such time period as evidenced in an Amendment to this Agreement signed by both parties within such period of time, this Agreement is hereby terminated. If terminated the Buyer is entitled to a refund of the Earnest Money/Trust Money.

7. Lead-Based Paint Disclosure (Select the appropriate box.)

☐ does not apply. ☐ does apply (Property built prior to 1978 – see attached Lead-Based Paint Disclosure)

8. Inspections.

A. Buyer's Right to Make Inspection(s). All inspections/reports, including but not limited to the home inspection

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report, those required/recommended in the home inspection report, Wood Destroying Insect Infestation Inspection Report, septic inspection and well water test, are to be made at Buyer's expense, unless otherwise stipulated in this Agreement. The parties hereto agree that in the event Buyer shall elect to contract with a third-party inspector to obtain a "Home Inspection" as defined by Tennessee law, said inspection shall be conducted by a licensed Home Inspector. However, nothing in this section shall preclude Buyer from conducting any inspections on his/her own behalf, nor shall it preclude Buyer from retaining a qualified (and if required by law, licensed) professional to conduct inspections of particular systems or issues within such professional's expertise or licensure, including but not limited to inspection of the heating/cooling systems, electrical systems, foundation, etc., so long as said professional is not in violation of Tenn. Code Ann. § 62-6-301, et seq. as may be amended. **Seller shall cause all utility services and any pool, spa, and similar items to be operational so that Buyer may complete all inspections and tests under this Agreement.** Buyer agrees to indemnify Seller from the acts of himself, his inspectors and/or representatives in exercising his rights under this Purchase and Sale Agreement. Buyer's obligations to indemnify Seller shall also survive the termination of this Agreement by either party, which shall remain enforceable.

Buyer waives any objections to matters of purely cosmetic nature (e.g. decorative, color or finish items) disclosed by inspection. Buyer has no right to require repairs or alterations purely to meet current building codes, unless required to do so by governmental authorities.

- B. Initial Inspections.** Buyer and/or his inspectors/representatives shall have the right and responsibility to enter the Property during normal business hours, for the purpose of making inspections and/or tests of the Property. Buyer and/or his inspectors/representatives shall have the right to perform a visual analysis of the condition of the Property, any reasonably accessible installed components, the operation of the Property's systems, including any controls normally operated by Seller including the following components: heating systems, cooling systems, electrical systems, plumbing systems, structural components, foundations, roof coverings, exterior and interior components, any other site aspects that affect the Property, and environmental issues (e.g. radon, mold, asbestos, etc.).

- C. Wood Destroying Insect Infestation Inspection Report.** If desired by Buyer or required by Buyer's Lender, it shall be Buyer's responsibility to obtain *at Buyer's expense* a Wood Destroying Insect Infestation Inspection Report (the "Report"), which shall be made by a Tennessee licensed and chartered pest control operator.

The foregoing expense may be subject to governmental guidelines relating to VA Loans (See VA/FHA Loan Addendum if applicable).

The inspection shall include each dwelling, garage, and other permanent structure on the Property excluding _____ for evidence of active infestation and/or damage.

Buyer shall cause such Report to be delivered to Seller simultaneously with any repairs requested by the Buyer or the end of the Inspection Period, whichever is earlier. If the Report indicates evidence of active infestation, Seller agrees to treat infestation at Seller's expense and provide documentation of the treatment to Buyer prior to Closing. Requests for repair of damage, if any, should be addressed in the Buyer's request for repairs pursuant to Subsection 7.D., Buyer's Inspection and Resolution below.

- D. Buyer's Inspection and Resolution.** Within _____ days after the Binding Agreement Date ("Inspection Period"), Buyer shall cause to be conducted any inspection provided for herein, including but not limited to the Wood Destroying Insect Infestation Inspection Report **AND** shall provide written notice of such to Seller as described below. ***In the event Buyer fails to timely make such inspections and respond within said timeframe as described herein, the Buyer shall have forfeited any rights provided under this Section 7, and in such case shall accept the Property in its current condition, normal wear and tear excepted.***

In said notice Buyer shall either:

- (1) In consideration of Buyer having conducted Buyer's good faith inspections as provided for herein, the sufficiency of such consideration being hereby acknowledged, Buyer shall furnish Seller with a list of written specified objections and immediately terminate this Agreement via the Notification form or equivalent written notice. All Earnest Money/Trust Money shall be returned to Buyer upon termination.

OR

- (2) accept the Property in its present "AS IS" condition with any and all faults and no warranties expressed or implied via the Notification form or equivalent written notice. Seller has no obligation to make repairs.

OR

- (3) furnish Seller a written list of items which Buyer requires to be repaired and/or replaced with like quality or value in a professional and workmanlike manner via the Repair/Replacement Proposal or equivalent written notice. Seller shall have the right to request any supporting documentation that substantiates any item listed.

- a. Resolution Period. Seller and Buyer shall then have a period of _____ days following receipt of the above stated written list ("Resolution Period") to reach a mutual agreement as to the items to be

repaired or replaced with like quality or value by Seller, which shall be evidenced by the Repair / Replacement Amendment or written equivalent(s). The receipt by Seller of the above stated written list or Repair/Replacement Proposal marks the end of the Inspection Period and beginning of the Resolution Period. ***The parties agree to negotiate repairs in good faith during the Resolution Period.*** Buyer retains the ability to accept the Property in its present “AS IS” condition during the Resolution Period. In the event Seller and Buyer do not reach a mutual written resolution during such Resolution Period or a mutually agreeable written extension thereof as evidenced in an Amendment to this Agreement signed by both parties within said period of time, this Agreement is hereby terminated. If terminated, Buyer is entitled to a refund of the Earnest Money/Trust Money.

- Buyer waives the option to request items to be repaired and/or replaced under D (3) above and there shall be no Resolution Period. Buyer retains the right to perform Buyer’s Inspections and to timely furnish Seller with a list of written specified objections and immediately terminate this Agreement as provided in D (1) above or accept the Property in its present AS IS condition as provided under D (2) above.

- **E. Waiver of All Inspections. THIS BOX MUST BE CHECKED TO BE PART OF THIS AGREEMENT.**
Buyer, having been advised of the benefits of inspections, waives any and all Inspection Rights under this Section 7 8 (including but not limited to the Wood Destroying Insect Infestation Inspection Report).

9. Final Inspection. Buyer and/or his inspectors/representatives shall have the right to conduct a final inspection of Property on the Closing Date or within ____ day(s) prior to the Closing Date only to confirm Property is in the same or better condition as it was on the Binding Agreement Date, normal wear and tear excepted, and to determine that all repairs/replacements agreed to during the Resolution Period, if any, have been completed. Property shall remain in such condition until Closing at Seller’s expense. Closing of this sale constitutes acceptance of Property in its condition as of the time of Closing, unless otherwise noted in writing.

10. Buyer’s Additional Due Diligence Options. If any of the matters below are of concern to Buyer, Buyer should address the concern by specific contingency in the Special Stipulations Section of this Agreement.

A. Survey and Flood Certification. Survey Work and Flood Certifications are the best means of identifying boundary lines and/or encroachments and easements or flood zone classifications. Buyer may obtain a Mortgage Inspection or Boundary Line Survey and Flood Zone Certifications.

B. Insurability. Many different issues can affect the insurability and the rates of insurance for property. These include factors such as changes in the Flood Zone Certifications, changes to the earthquake zones maps, the insurability of the buyer, and previous claims made on the Property. It is the right and responsibility of Buyer to determine the insurability, coverage and the cost of insuring the Property. It is also the responsibility of Buyer to determine whether any exclusions will apply to the insurability of said Property.

C. Water Supply. The system may or may not meet state and local requirements. It is the right and responsibility of Buyer to determine the compliance of the system with state and local requirements. [For additional information on this subject, request the “Water Supply and Waste Disposal Notification” form.]

D. Waste Disposal. The system may or may not meet state and local requirements. It is the right and responsibility of Buyer to determine the compliance of the system with state and local requirements. In addition, Buyer may, for a fee, obtain a septic system inspection letter from the Tennessee Department of Environment and Conservation, Division of Ground Water Protection. [For additional information on this subject, request the “Water Supply and Waste Disposal Notification” form.]

E. Title Exceptions. At Closing, the general warranty deed will be subject to subdivision and/or condominium declarations, covenants, restrictions and easements of record, which may impose obligations and may limit the use of the Property by Buyer.

11. Disclaimer. It is understood and agreed that the real estate firms and real estate licensee(s) representing or assisting Seller and/or Buyer and their brokers (collectively referred to as “Brokers”) are not parties to this Agreement and do not have or assume liability for the performance or nonperformance of Seller or Buyer. Buyer and Seller agree that Brokers shall not be responsible for any of the following, including but not limited to, those matters which could have been revealed through a survey, flood certification, title search or inspection of the Property; the insurability of the Property or cost to insure the Property; for the condition of the Property, any portion thereof, or any item therein; for any geological issues present on the Property; for any issues arising out of the failure to physically inspect Property prior to entering into this Agreement and/or Closing; for the necessity or cost of any repairs to the Property; for hazardous or toxic materials; for the tax or legal consequences of this transaction; for the availability, capability, and/or cost of utility, sewer, septic, or community amenities; for any proposed or pending condemnation actions involving Property; for applicable boundaries of school

districts or other school information; for the appraised or future value of the Property; for square footage or acreage of the Property; for any condition(s) existing off the Property which may affect the Property; for the terms, conditions, and availability of financing; and/or for the uses and zoning of the Property whether permitted or proposed. Buyer and Seller acknowledge that Brokers are not experts with respect to the above matters and that they have not relied upon any advice, representations or statements of Brokers (including their firms and affiliated licensees) and waive and shall not assert any claims against Brokers (including their firms and affiliated licensees) involving same. Buyer and Seller understand that it has been strongly recommended that if any of these or any other matters concerning the Property are of concern to them, that they secure the services of appropriately credentialed experts and professionals of Buyer's or Seller's choice for the independent expert advice and counsel relative thereto. Buyer and Seller acknowledge that photographs, marketing materials, and digital media used in the marketing of the property may continue to remain in publication after Closing. Buyer and Seller agree that Brokers shall not be liable for any uses of photographs, marketing materials or digital media which the Broker is not in control.

12. Brokerage. As specified by separate agreement, Seller agrees to pay Listing Broker at Closing the agreed upon compensation. The Listing Broker will direct the closing agency to pay the Selling Broker, from the compensation received, an amount in accordance with the terms and provisions specified by separate agreement. The parties agree and acknowledge that the Brokers involved in this transaction may receive compensation from more than one party. All parties to this Agreement agree and acknowledge that any real estate firm involved in this transaction shall be deemed a third party beneficiary only for the purposes of enforcing their commission rights, and as such, shall have the right to maintain an action on this Agreement for any and all compensations due and any reasonable attorney's fees and court costs.

13. Default. Should Buyer default hereunder, the Earnest Money/Trust Money shall be forfeited as damages to Seller and shall be applied as a credit against Seller's damages. Seller may elect to sue, in contract or tort, for additional damages or specific performance of the Agreement, or both. Should Seller default, Buyer's Earnest Money/Trust Money shall be refunded to Buyer. In addition, Buyer may elect to sue, in contract or tort, for damages or specific performance of this Agreement, or both. In the event that any party hereto shall file suit for breach or enforcement of this Agreement (including suits filed after Closing which are based on or related to the Agreement), the prevailing party shall be entitled to recover all costs of such enforcement, including reasonable attorney's fees. In the event that any party exercises its right to terminate due to the default of the other pursuant to the terms of this Agreement, the terminating party retains the right to pursue any and all legal rights and remedies against the defaulting party following termination. The parties hereby agree that all remedies are fair and equitable and neither party will assert the lack of mutuality of remedies, rights and/or obligations as a defense in the event of a dispute.

14. Home Protection Plan. This is not a substitution for Home Inspection. Exclusions to coverage may apply. (Select the appropriate box below. Items not selected are not part of this Agreement).

- ☐ **Home Protection Plan.** _____ to pay \$_____ for the purchase of a limited home protection plan to be funded at Closing. Plan Provider: _____.
Ordered by: _____ (Real Estate Company)
- ☐ **Home Protection Plan waived.**

15. Other Provisions.

A. Binding Effect, Entire Agreement, Modification, Assignment, and Binding Agreement Date. This Agreement shall be for the benefit of, and be binding upon, the parties hereto, their heirs, successors, legal representatives and assigns. This Agreement constitutes the sole and entire agreement between the parties hereto and no modification of this Agreement shall be binding unless signed by all parties or assigns to this Agreement. No representation, promise, or inducement not included in this Agreement shall be binding upon any party hereto. It is hereby agreed by both Buyer and Seller that any real estate agent working with or representing either party shall not have the authority to bind the Buyer, Seller or any assignee to any contractual agreement unless specifically authorized in writing within this Agreement. Any assignee shall fulfill all the terms and conditions of this Agreement. The parties hereby authorize either licensee to insert the time and date of receipt of the notice of acceptance of the final offer. The foregoing time and date will be referred to for convenience as the Binding Agreement Date for purposes of establishing performance deadlines.

B. Survival Clause. Any provision contained herein, which by its nature and effect is required to be performed after Closing, shall survive the Closing and delivery of the deed and shall remain binding upon the parties to this Agreement and shall be fully enforceable thereafter.

C. Governing Law and Venue. This Agreement is intended as a contract for the purchase and sale of real property and shall be governed by and interpreted in accordance with the laws and in the courts of the State of Tennessee.

D. Time of Essence. Time is of the essence in this Agreement.

E. Terminology. As the context may require in this Agreement: (1) the singular shall mean the plural and vice versa; (2) all pronouns shall mean and include the person, entity, firm or corporation to which they relate; (3) the masculine shall mean the feminine and vice versa; and (4) the term day(s) used throughout this Agreement shall be deemed to be calendar day(s) ending at 11:59 p.m. local time unless otherwise specified in this Agreement. Local time shall be determined by the location of Property. **In the event a performance deadline**, other than the Closing Date (as defined in Section 4 herein), Date of Possession (as defined in Section 4 herein), Completion of Repair Deadline (as defined in the Repair/Replacement Amendment), and Offer Expiration Date (as defined in Section 19 herein), occurs on a Saturday, Sunday or legal holiday, the performance deadline shall extend to the next following business day. Holidays as used herein are those days deemed federal holidays pursuant to 5 U.S.C. § 6103. In calculating any time period under this Agreement, the commencement shall be the day following the initial date (e.g. Binding Agreement Date).

F. Responsibility to Cooperate. Buyer and Seller agree to timely take such actions and produce, execute, and/or deliver such information and documentation as is reasonably necessary to carry out the responsibilities and obligations of this Agreement. Except as to matters which are occasioned by clerical errors or omissions or erroneous information, the approval of the closing documents by the parties shall constitute their approval of any differences between this Agreement and the Closing. Buyer and Seller agree that if requested after Closing, they will correct any documents and pay any amounts due where such corrections or payments are appropriate by reason of mistake, clerical errors or omissions, or the result of erroneous information.

G. Notices. Except as otherwise provided herein, all notices and demands required or permitted hereunder shall be in writing and delivered either (1) in person; (2) by a prepaid overnight delivery service; (3) by facsimile transmission (FAX); (4) by the United States Postal Service, postage prepaid, registered or certified, return receipt requested; or (5) Email. **NOTICE** shall be deemed to have been given as of the date and time it is actually received. Receipt of notice by the real estate licensee or their Broker assisting a party as a client or customer shall be deemed to be notice to that party for all purposes under this Agreement as may be amended, unless otherwise provided in writing.

H. Risk of Loss. The risk of hazard or casualty loss or damage to Property shall be borne by the Seller until transfer of title. If casualty loss prior to Closing exceeds 10% of the Purchase Price, Seller or Buyer may elect to terminate this Agreement with a refund of Earnest Money/Trust Money to Buyer.

I. Equal Housing. This Property is being sold without regard to race, color, creed, sex, religion, handicap, familial status, or national origin.

J. Severability. If any portion or provision of this Agreement is held or adjudicated to be invalid or unenforceable for any reason, each such portion or provision shall be severed from the remaining portions or provisions of this Agreement, and the remaining portions or provisions shall be unaffected and remain in full force and effect. In the event that the contract fails due to the severed provisions, then the offending language shall be amended to be in conformity with state and federal law.

K. Alternative Dispute Resolution. In the event the parties elect to utilize Alternative Dispute Resolution, incorporate "Resolution of Disputes by Mediation Addendum/Amendment" (RF629).

L. Contract Construction. This Agreement or any uncertainty or ambiguity herein shall not be construed against any party but shall be construed as if all parties to this Agreement jointly prepared this Agreement.

M. Section Headings. The Section Headings as used herein are for reference only and shall not be deemed to vary the content of this Agreement or limit the scope of any Section.

16. Seller's Additional Obligations. In addition to any other disclosure required by law, the Seller shall, prior to entering into a contract an Agreement with a Buyer, disclose in writing including acknowledgement of receipt: (a) the presence of any known exterior injection well or sinkhole (as defined in TCA § 66-5-212) on the property; (b) the results of any known percolation test or soil absorption rate performed on the property that is determined or accepted by the Department of Environment and Conservation; (c) if the property is located in a Planned Unit Development (PUD); (d) if the property is located in a PUD, make available to the Buyer a copy of the development's restrictive covenants, homeowner bylaws and master deed upon request; (e) any single-family residence located on the Property has been moved from an existing foundation to another foundation where such information is known to the Seller; and (f) if a permit for a subsurface sewage disposal system for the Property was issued during a sewer moratorium pursuant to TCA § 68-221-409. If so, Buyer may have a future obligation to connect to the public sewer system.

17. Method of Execution. The parties agree that signatures and initials transmitted by facsimile, other photocopy transmittal, or by transmittal of digital signature as defined by the applicable State or Federal law will be acceptable and may be treated as originals and that the final Purchase and Sale Agreement containing all signatures and initials may be executed partially by original signature and partially on facsimile, other photocopy documents, or by digital signature as defined by the applicable State or Federal law.

18. Exhibits and Addenda. All exhibits and/or addenda attached hereto, listed below, or referenced herein are made a part of this Agreement:

19. Special Stipulations. The following Special Stipulations, if conflicting with any preceding section, shall control:

20. Time Limit of Offer. This Offer may be withdrawn at any time before acceptance with Notice. Offer terminates if not countered or accepted by _____ o'clock ☐ a.m./ ☐ p.m.; on the _____ day of _____, _____.

LEGAL DOCUMENTS: This is an important legal document creating valuable rights and obligations. If you have any questions about it, you should review it with your attorney. Neither the Broker nor any Agent or Facilitator is authorized or qualified to give you any advice about the advisability or legal effect of its provisions.

NOTE: Any provisions of this Agreement which are preceded by a box "☐" must be marked to be a part of this Agreement. By affixing your signature below, you also acknowledge that you have reviewed each page and have received a copy of this Agreement.

WIRE FRAUD WARNING: Never trust wiring instructions sent via email. Cyber criminals are hacking email accounts and sending emails with fake wiring instructions. These emails are convincing and sophisticated. Always independently confirm wiring instructions in person or via a telephone call to a trusted and verified phone number. Never wire money without double-checking that the wiring instructions are correct. **NEVER ACCEPT WIRING INSTRUCTIONS FROM YOUR AGENT OR BROKER.** _____ Buyer Initials _____ Buyer Initials

Buyer hereby makes this offer.

BUYER

BUYER

_____ at _____ o'clock ☐ am/ ☐ pm

Offer Date

_____ at _____ o'clock ☐ am/ ☐ pm

Offer Date

Seller hereby:

☐ **ACCEPTS** – accepts this offer.

☐ **COUNTERS** – accepts this offer subject to the attached Counter Offer(s).

☐ **REJECTS** this offer and makes no counter offer.

SELLER

SELLER

_____ at _____ o'clock ☐ am/ ☐ pm

Date

_____ at _____ o'clock ☐ am/ ☐ pm

Date

522 **Acknowledgement of Receipt.** _____ hereby acknowledges receipt of the final accepted offer
 523 on _____ at _____ o'clock ☐ am/ ☐ pm, and this shall be referred to as the Binding Agreement Date for
 524 purposes of establishing performance deadlines as set forth in the Agreement.
 525

For Information Purposes Only:

Listing Company: _____	Selling Company: _____
Listing Firm Address: _____	Selling Firm Address: _____
Firm License No.: _____	Firm License No.: _____
Firm Telephone No.: _____	Firm Telephone No.: _____
Listing Licensee: _____	Selling Licensee: _____
Licensee License Number: _____	Licensee License Number: _____
Licensee Email: _____	Licensee Email: _____
Licensee Cellphone No.: _____	Licensee Cellphone No.: _____
Home Owner's / Condominium Association ("HOA/COA")/ Property Management Company: _____	
Phone: _____	Email: _____

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MUTUAL RELEASE OF PURCHASE AND SALE AGREEMENT AND DISBURSEMENT OF EARNEST MONEY / TRUST MONEY

1 Buyer: _____
 2 Seller: _____
 3 Property: _____
 4 Earnest Money/Trust Money Amount: _____ (\$ _____)
 5 Holder of Earnest Money/Trust Money: _____
 6 Located at: _____

7 Buyer(s) shall release Seller(s) from all terms of a certain Purchase and Sale Agreement, with a Binding Agreement Date of
 8 _____, ("Agreement"), and said Seller(s) agrees to release Buyer(s) from all terms of the Agreement.
 9 Further, both Seller(s) and Buyer(s) do hereby agree to the cancellation and termination of said Agreement and that in
 10 consideration of mutual promises and conditions herein contained, the receipt and sufficiency of which is hereby acknowledged,
 11 Buyer(s), Seller(s) and Broker(s) (including all Licensees connected herewith) do hereby jointly and severally release one
 12 another from all claims of every kind and character arising from or connected with the foregoing Agreement on the above
 13 Property. If applicable, Buyer(s) have provided Seller(s) with **any requested all required** documentation which supports Buyer's
 14 right to terminate pursuant to any specific Buyer's contingency contained within the Agreement. This Release shall be binding
 15 upon and shall be effective for the benefit of any successors, heirs, and/or assignees of all parties. Earnest Money/Trust Money
 16 shall not be disbursed prior to fourteen (14) days after deposit unless written evidence of clearance by bank is provided.

17 **EARNEST MONEY/TRUST MONEY IS BEING DISBURSED AS FOLLOWS ("Check any that apply"):**

- 18 ☐ 1. Forfeited by Buyer(s) and paid to Seller(s) _____ as defined in the Purchase and
 19 Sale Agreement at the following address: _____
 20 ☐ 2. Returned to Buyer(s) _____ for the following reason(s):
 21 ☐ a. unable to obtain financing as per Purchase and Sale Agreement
 22 ☐ b. did not remove contingency upon notice of second acceptable Purchase and Sale Agreement pursuant to the
 23 Buyer's First Right of Refusal Addendum (Seller's Right to Continue to Market Property)
 24 ☐ c. Seller unable to provide good title.
 25 ☐ d. Purchase and Sale Agreement contingency pertaining to _____ was not satisfied.
 26 ☐ e. **Inspection contingencies.**
 27 ☐ f. **Appraisal contingencies.**
 28 ☐ g. **Other:** _____

29 At the following address: _____

30 ☐ 3. Split between the parties in the following manner:

31 Name: _____ Amount: \$ _____

32 Address: _____

33 Name: _____ Amount: \$ _____

34 Address: _____

35 Name: _____ Amount: \$ _____

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36 Address: _____

37 Name: _____ Amount: \$ _____

38 Address: _____

39 ☐ 4. Other: _____

40 _____

41 LEGAL DOCUMENTS: This is an important legal document creating valuable rights and obligations. If you have questions
 42 about it, you should review it with your attorney. Neither the Broker nor any Agent or Facilitator is authorized or qualified to
 43 give you any advice about the advisability or legal effect of its provisions. By signing this document, you are certifying that
 44 you have read and accept these terms and acknowledge receipt of a copy of this Release.

45 This Release shall become binding when signed by all parties.

46 The party(ies) below have signed and acknowledge receipt of a copy.

47 _____	_____
48 BUYER	BUYER
49 _____ at _____ o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm	_____ at _____ o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm
50 Date	Date
51 _____	_____
52 Managing Broker – Selling Firm	Date
53 _____	_____

54 The party(ies) below have signed and acknowledge receipt of a copy.

55 _____	_____
56 SELLER	SELLER
57 _____ at _____ o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm	_____ at _____ o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm
58 Date	Date
59 _____	_____
60 Managing Broker – Listing Firm	Date
_____	_____

61 DISBURSEMENT AUTHORIZED BY HOLDER: _____

62 _____ Holder Signature

63 DATE: _____ at _____ o'clock ☐ am / ☐ pm

For Information Purposes Only:

_____ Listing Company	_____ Selling Company
_____ Independent Licensee	_____ Independent Licensee
_____ Licensee Email	_____ Licensee Email

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Version 01/01/2021

RF 481 – Mutual Release of Purchase and Sale Agreement and Disbursement of Earnest Money/Trust Money, Page 2 of 2

AMENDMENT TO THE LISTING AGREEMENT

1 Property: _____

2 Owner/Seller: _____

3 MLS Listing No. _____

4 In consideration of the mutual covenants herein and other good and valuable consideration, the receipt and sufficiency of which

5 is hereby acknowledged, the parties agree to amend that certain Listing Agreement between Seller and Broker with an Effective

6 Date of _____ and any incorporated addenda, exhibits or prior amendments (collectively referred to herein

7 as "Agreement") for the listing of real property specified above as follows:

8 Check all that apply. Boxes that are not checked are not a part of this Amendment.

9 ☐ Expiration Date extended to: _____.

10 ☐ Marketing of Property Commencement date changed to: _____.

11 ☐ Listing Price changed to: _____.

12 ☐ Additional acceptable terms are:

13 _____

14 _____

15 _____

16 _____

17 ☐ Place Property Back on Market and Extend the Expiration Date to: _____.

18 ☐ Remarks and/or Property information to be changed to:

19 _____

20 _____

21 _____

22 ☐ Other: _____

23 _____

24 The party(ies) below have signed and acknowledge receipt of a copy.

25 _____

26 **LICENSEE**

25 _____

26 **FIRM / COMPANY**

27 _____

28 _____ at _____ o'clock ☐ am/ ☐ pm

29 **Date**

29 **Address**

30 **Email:** _____

30 **Phone:** _____

31 The party(ies) below have signed and acknowledge receipt of a copy.

32 _____

33 **OWNER/SELLER**

32 _____

33 **OWNER/SELLER**

34 _____ at _____ o'clock ☐ am/ ☐ pm

34 _____ at _____ o'clock ☐ am/ ☐ pm

35 **Date**

35 **Date**

36 _____

37 **ADDRESS**

36 _____

37 **ADDRESS**

38 Phone (H) _____ Phone(W) _____

38 Phone(H) _____ Phone(W) _____

39 **Email:** _____

39 **Email:** _____

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DRAFT SPECIMEN



BACK-UP AGREEMENT CONTINGENCY ADDENDUM “____”

1 **Buyer:** _____
 2 **Seller:** _____
 3 **Property:** _____

4 This BACK-UP AGREEMENT CONTINGENCY ADDENDUM (hereinafter “Addendum”), between the undersigned Seller
 5 and Buyer is entered into and is effective as of the Binding Agreement Date provided in the Purchase and Sale Agreement for
 6 the purpose of changing, deleting, supplementing or adding terms to said Purchase and Sale Agreement (“Agreement”). In
 7 consideration of the mutual covenants herein and other good and valuable consideration, the receipt and sufficiency of which
 8 is hereby acknowledged, the parties agree as follows:

- 9 1. Seller and Buyer acknowledge that this Agreement is a “back-up” or secondary agreement to the Primary Agreement with
 10 a Binding Agreement Date of _____ between Seller and Primary Buyer regarding the above Property (“Primary
 11 Agreement”).
- 12 2. This Agreement is contingent upon the Primary Agreement being terminated or becoming null and void.
- 13 3. Upon the closing of the sale provided for in the Primary Agreement, this Agreement shall become null and void.
- 14 4. Buyer acknowledges that Seller shall have the right to amend the Primary Agreement without said amendment having the
 15 effect of placing this Agreement in a primary position.
- 16 5. Buyer acknowledges that Buyer shall have no right to examine or be advised of the terms of the Primary Agreement or
 17 any amendment thereto.
- 18 6. In the event that the Primary Agreement is terminated or becomes null and void, Seller or Seller’s Representative shall
 19 deliver to Buyer or Buyer’s Representative written notice thereof, at which time the contingency provided in this
 20 Addendum is satisfied and this Agreement shall move into a primary position. ~~All time periods specified in days in this~~
 21 ~~Agreement, shall commence from the date Buyer receives written notice that the Primary Agreement has been terminated~~
 22 ~~or is null and void. The date Buyer or Buyer’s Representative receives written notice that the Primary Agreement has been~~
 23 ~~terminated or is null and void will serve as the start date for all time periods specified in days in this Agreement.~~
- 24 7. This Agreement shall remain in effect as follows: (Select A or B below.)
 25 ☐ A. Until _____, at which time Buyer shall have the option of either terminating this Agreement by
 26 delivering written notice thereof to Seller or extending the date set forth in this paragraph by delivering to Seller or
 27 Seller’s Representative a signed proposed Amendment to this Agreement which sets forth a new date through which
 28 this Agreement shall remain in effect. In the event that Seller does not execute said proposed Amendment within
 29 _____ hours of receiving it, then this Agreement shall become null and void. Buyer must exercise the option provided
 30 in this paragraph by delivering to Seller or Seller’s Representative the required notice or proposed Amendment by
 31 _____ ☐ a.m./ ☐ p.m. on the date set forth in this paragraph.

32 **OR**

- 33 ☐ B. Until Buyer terminates it by delivering to Seller or Seller’s Representative a written notice of termination at any
 34 time prior to the time Buyer receives from Seller written notice that the Primary Agreement is terminated or has
 35 become null and void.
- 36 8. **Notices.** Except as otherwise provided herein, all notices and demands required or permitted hereunder shall be in writing
 37 and delivered either (1) in person; (2) by a prepaid overnight delivery service; (3) by facsimile transmission (FAX); (4) by
 38 the United States Postal Service, postage prepaid, registered or certified return receipt requested; or (5) Email.

39 **NOTICE** shall be deemed to have been given as of the date and time it is actually received. Receipt of notice by the real
 40 estate licensee or their Broker assisting a party as a client or customer shall be deemed to be notice to that party for all
 41 purposes under this Agreement as may be amended, unless otherwise provided in writing.

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This Addendum is made a part of the Purchase and Sale Agreement as if quoted therein verbatim. Should the terms of this Addendum conflict with the terms of the Purchase and Sale Agreement or other documents executed prior to or simultaneous to the execution of this Addendum, the terms of this Addendum shall control, and the conflicting terms are hereby considered deleted and expressly waived by both Seller and Buyer. In all other respects, the Purchase and Sale Agreement shall remain in full force and effect.

The party(ies) below have signed and acknowledge receipt of a copy.

BUYER

_____ at _____ o'clock ☐ am/ ☐ pm

Date

BUYER

_____ at _____ o'clock ☐ am/ ☐ pm

Date

The party(ies) below have signed and acknowledge receipt of a copy.

SELLER

_____ at _____ o'clock ☐ am/ ☐ pm

Date

SELLER

_____ at _____ o'clock ☐ am/ ☐ pm

Date

For Information Purposes Only:

Listing Company

Selling Company

Independent Licensee

Independent Licensee

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RF622 – Back-Up Agreement Contingency Addendum _____, Page 2 of 2

Version 01/01/2021

VA / FHA LOAN ADDENDUM

Property Address: _____
 Buyer: _____
 Seller: _____

This VA/FHA LOAN ADDENDUM (hereinafter "Addendum"), between the undersigned Seller and Buyer is entered into and is effective as of the Binding Agreement Date provided in the Purchase and Sale Agreement for the purpose of changing, deleting, supplementing or adding terms to said Purchase and Sale Agreement. In consideration of the mutual covenants herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **APPRAISED VALUE.** It is expressly agreed that, notwithstanding any other provisions of this contract, the Buyer shall not be obligated to complete the purchase of the Property described herein or to incur any penalty by forfeiture of earnest money/trust money deposits or otherwise unless the Buyer has been given, in accordance with HUD/FHA or VA requirements, a written statement by the Federal Housing Commissioner or Veterans Administration, or a Direct Endorsement Lender setting forth the appraised value of the Property of not less than \$ _____. The Buyer shall, however, have the privilege and option of proceeding with consummation of the contract without regard to the amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will insure (FHA), or that the Veteran's Administration (VA) will guarantee.
2. **PROPERTY VALUE AND CONDITION.** HUD does not warrant the value nor the condition of the Property. The Buyer should satisfy himself/herself that the price and condition of the Property are acceptable.
3. **HOME INSPECTION.** It is important for Buyer to have a home inspection performed on the Property he wishes to purchase in order to identify any possible defects. See Form RF712, "IMPORTANCE OF INSPECTIONS AND PROPERTY SURVEY".
4. **FUNDING FEE.** If applicable the VA Funding fee (if Buyer is not otherwise exempt), shall be paid as follows:
 - ☐ A. in full at closing by _____.
 - ☐ B. added to the loan amount and financed. (If checked, then the term "loan amount" as used herein shall mean the amount set forth in the Purchase and Sale Agreement plus the VA funding fee so financed; the monthly payments will increase accordingly.)
5. **NEW CONSTRUCTION HOME WARRANTY.** If the improvements on the Property are less than one year old at the time of closing, Seller shall, if required by VA/FHA, provide a home warranty certificate acceptable to VA/FHA.
6. **PUBLIC WATER OR PUBLIC SEWER SYSTEMS.** See Public Water or Public Sewer Systems section in Purchase and Sale Agreement. ~~As required by VA/FHA, both the Buyer and Seller agree that if public water or a public sewer system is available at the street, the Property must be connected. If available and Property is not connected, select one:~~
 - ~~☐ A. _____ agrees to pay the cost of said connection not to exceed \$ _____.~~
 - ~~☐ B. Buyer to pay \$ _____ and Seller to pay \$ _____ for the cost of connection.~~
- ~~**CERTIFICATION.** At the time of Closing _____ shall provide certification, from the proper authority, that the Property is connected to and serviced by the public system.~~
7. **WOOD DESTROYING INSECT INFESTATION REPORT.** In the case of a VA Loan, the Report is deemed to be a non-allowable expense under VA regulations and shall not be a Buyer expense. Therefore, Seller agrees to pay at or before Closing the cost of such Report on behalf of Buyer. All other obligations concerning the Report, repairs, and treatment shall remain as agreed upon in the Purchase and Sale Agreement.

8. NON-ALLOWABLE SETTLEMENT CHARGES OR CLOSING COSTS. In the event of settlement charges or closing costs at time of closing which are deemed to be non-allowable and not chargeable to the Buyer pursuant to the governmental guidelines, Seller agrees to pay at closing (evidenced by delivery of warranty deed and payment of purchase price) such non-allowable settlement charges or closing costs on behalf of Buyer at a sum not to exceed \$_____ (shall be deemed to be zero if left blank). Such sum shall be a part of the amount if any, which Seller has agreed to pay on behalf of Buyer in the Purchase and Sale Agreement or prior Addenda.

This Addendum is made a part of the Purchase and Sale Agreement as if quoted therein verbatim. Should the terms of this Addendum conflict with the terms of the Purchase and Sale Agreement or other documents executed prior to or simultaneous to the execution of this Addendum, the terms of this Addendum shall control, and the conflicting terms are hereby considered deleted and expressly waived by both Seller and Buyer. In all other respects, the Purchase and Sale Agreement shall remain in full force and effect.

PURCHASE AND SALE AGREEMENT CERTIFICATION. "We hereby certify that the terms of the (this) Sales Contract are true and, to the best of our knowledge and belief, that there are no side agreements not disclosed within or by an attached addendum between the BUYER, the SELLER, or REAL ESTATE BROKER." The parties agree that the Real Estate Broker's signature(s) on this document is for certification purposes only as required and does not make either said Real Estate Broker a party to the Purchase and Sale Agreement.

The party(ies) below have signed and acknowledge receipt of a copy.

BUYER

_____ at _____ o'clock ☐ am/ ☐ pm

Date

BUYER

_____ at _____ o'clock ☐ am/ ☐ pm

Date

The party(ies) below have signed and acknowledge receipt of a copy.

SELLER

_____ at _____ o'clock ☐ am/ ☐ pm

Date

SELLER

_____ at _____ o'clock ☐ am/ ☐ pm

Date

The party(ies) below have signed and acknowledge receipt of a copy.

REAL ESTATE BROKER FOR BUYER

_____ at _____ o'clock ☐ am/ ☐ pm

Date

FIRM

The party(ies) below have signed and acknowledge receipt of a copy.

REAL ESTATE BROKER FOR SELLER

_____ at _____ o'clock ☐ am/ ☐ pm

Date

FIRM

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INVESTMENT PROPERTY ADDENDUM

1 Buyer: _____
 2 Seller: _____
 3 Property: _____

4 This INVESTMENT PROPERTY ADDENDUM (hereinafter "Addendum"), between the undersigned Buyer and Seller is
 5 entered into and is effective as of the Binding Agreement Date provided in the Purchase and Sale Agreement for the purpose
 6 of changing, deleting, supplementing or adding terms to said Purchase and Sale Agreement ("Agreement"). In consideration
 7 of the mutual covenants herein and other good and valuable consideration, the receipt and sufficiency of which is hereby
 8 acknowledged, the parties agree as follows: **(the items not checked are not a part of this Agreement).**

- 9 ☐ Buyer has not yet personally viewed the Property. This Agreement is contingent upon Buyer viewing and approving
 10 the Property. If Property is unacceptable to Buyer, Buyer shall notify Seller on or before _____.
 11 ☐ This agreement is contingent upon Buyer's receipt, review, inspection, and satisfactory approval of accounting
 12 statements for Property for the past _____ months and all existing leases, with personal tenant information
 13 redacted. Seller shall have _____ days from the Binding Agreement Date to provide information. Following receipt,
 14 Buyer will have _____ days to review all submitted information.
 15 ☐ For properties used as a short-term rental unit as defined in Tenn. Code Ann. §13-7-602, this Agreement is contingent
 16 upon Buyer's receipt, review, inspection, and satisfactory approval of accounting statements for the past
 17 _____ months showing the occupancy rate for each month, the average nightly rental rate, and any
 18 applicable fees and taxes.

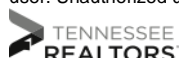
19 If the above checked contingencies are not acceptable to Buyer, Buyer shall terminate this Agreement via the Notification Form
 20 or other equivalent written notice within the agreed upon timeframe and all Earnest Money/ Trust Money shall be refunded to
 21 Buyer.

- 22 ☐ In the event access to the Property is delayed or withheld during the agreed upon Inspection Period timeframe by
 23 Seller, Seller's authorized representative, or Seller's tenants, and after notifying Seller of such delay, Seller does not
 24 provide access within forty-eight (48) hours, the Inspection Period shall be extended by one (1) day for each day Buyer
 25 is denied access to the Property.
 26 ☐ All prepaid rents on said Property shall be prorated at the closing of the sale. The Seller represents that the monthly
 27 rentals on said Property of \$_____ will be current at the time of the closing, and that there will be no
 28 expenses chargeable to the Seller except the taxes on said Property. Seller holds \$_____ in security deposits
 29 and damage deposits collected from tenants, which Seller shall make payable to
 30 _____ (Buyer or Buyer's Property Manager) at closing. Buyer shall enter into
 31 an agreement to hold the Seller harmless against such transfer of security or damage deposits. At the closing of the
 32 sale, the Seller shall execute an affidavit which will verify the number of leases and tenancies then outstanding on the
 33 Property, the prepaid rent as to each, and the amount of security deposits as to each.
 34 ☐ Buyer agrees to purchase the Property "as-is" after the Inspection Period with the exception of any necessary wood
 35 destroying insect infestation treatment, which Seller agrees to treat at Seller's expense.

36 The party(ies) below have signed and acknowledge receipt of a copy.	
37 _____	37 _____
38 BUYER	38 BUYER
39 _____ at _____ o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm	39 _____ at _____ o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm
40 Date	40 Date
41 The party(ies) below have signed and acknowledge receipt of a copy.	
42 _____	42 _____
43 SELLER	43 SELLER
44 _____ at _____ o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm	44 _____ at _____ o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm
45 Date	45 Date

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NOTIFICATION

This is NOTIFICATION from the ☐ Seller (Notifying Party) to Buyer OR ☐ Buyer (Notifying Party) to Seller.

This NOTICE is hereby tendered in accordance with the provisions of that certain Purchase and Sale Agreement for the purchase and sale of real property located at: _____ with a

☐ Binding Agreement Date of _____ OR ☐ Offer Date of _____

CHECK THE BOX(ES) THAT APPLY:

Notification from Buyer to Seller:

☐ 1. Buyer has made application for loan and is notifying Seller and/or Seller's Representative of the name and contact information of the Lender. Buyer has also instructed Lender to order and has paid for the credit report. Lender's name and contact information is:

☐ 2. Buyer has waived his financial contingency and is furnishing proof of available funds in the following manner: _____. *Documentation attached.*

☐ 3. Buyer has waived his financial contingency and is providing Seller with the name and telephone number of the appraiser who will conduct the appraisal on the property:

_____.

☐ 4. Appraised value did not equal or exceed the Purchase Price. Buyer will notify Seller of decision to terminate agreement or waive contingency within 3 days per the terms stated in the Purchase and Sale Agreement.

☐ 5. Appraised value did not equal or exceed the Purchase Price. Buyer **WAIVES the appraisal contingency** in the Purchase and Sale Agreement.

☐ 6. Appraised value did not equal or exceed the Purchase Price. Buyer is exercising the right to terminate and hereby requests refund of Earnest Money/Trust Money.

☐ 7. Having acted in good faith, Buyer is unable to obtain financing and is exercising the right to terminate and hereby requests refund of Earnest Money/Trust Money.

☐ 8. Buyer has changed lenders and is notifying Seller that the new Lender's name and contact information is:

☐ 9. Buyer warrants and represents the following:

☐ Buyer has secured evidence of hazard insurance which will be effective at Closing and has provided Seller with the name of the hazard insurance company:

_____.

☐ Buyer has notified Lender of an Intent to Proceed and has available funds to Close per the signed Loan Estimate; and

☐ Buyer has requested that the appraisal be ordered and affirms that the appraisal fee has been paid.

- ☐ 10. Title examination, closing or loan survey pursuant to Tenn. Code Ann. § 62-18-126, boundary line survey, or other information has disclosed the following material defects:

and Buyer is requiring Seller to remedy such defects prior to the Closing Date. *Documentation attached.*

- ☐ 11. Material defects disclosed from title examination, closing or loan survey pursuant to Tenn. Code Ann. § 62-18-126, boundary line survey, or other information have not been remedied prior to the Closing Date or any extension thereof resulting in the termination of the Purchase and Sale Agreement. Buyer is hereby requesting refund of Earnest Money/Trust Money.

- ☐ 12. Buyer has made any and all inspections available under the Inspection section of the Purchase and Sale Agreement and is exercising Buyer's right to immediately **TERMINATE** the Purchase and Sale Agreement with all Earnest Money/Trust Money refunded to Buyer. **This Notification hereby serves as NOTICE OF TERMINATION of the Purchase and Sale Agreement and WRITTEN DEMAND FOR DISTRIBUTION OF EARNEST MONEY/TRUST MONEY to the Buyer.** Buyer is hereby providing a list of written specified objections which Buyer has discovered in good faith.

LIST OF SPECIFIED OBJECTIONS:

- ☐ 13. Buyer has made any and all inspections available under the Inspection section of the Purchase and Sale Agreement and **ACCEPTS the Property in its present AS IS condition** with any and all faults and no warranties expressed or implied. Seller has no obligation to make repairs. However, Buyer has not waived his rights under the Final Inspection paragraph of the Purchase and Sale Agreement.

- ☐ 14. Buyer **WAIVES any and all inspection** contingencies available under the Inspection section of the Purchase and Sale Agreement except as to the Final Inspection section of the Purchase and Sale Agreement.

- ☐ 15. Pursuant to the First Right of Refusal Addendum, Buyer has listed their home with a licensed real estate broker and the home is advertised in a Multiple Listing Service, where applicable. See proof of listing attached to this form.

- ☐ 16. Buyer **WITHDRAWS** all offers and/or counter offers.

- ☐ 17.

OTHER:

CHECK THE BOX(ES) THAT APPLY:

Notification from Seller to Buyer:

- ☐ 18. This is Seller's written demand for Buyer to provide the name and contact information of the Lender and that Buyer has instructed Lender to order and has paid for the credit report.

- ☐ 19. Seller has made written demand for Buyer to provide the name and contact information of the Lender and that Buyer has instructed Lender to order and has paid for the credit report and Buyer failed to do so within two (2) days, thereby terminating the Agreement.

- ☐ 20. This is Seller's written demand for Buyer to provide supporting documentation regarding loan denial.

- 80 ☐ 21. This is Seller's written request for Buyer to provide proof of available funds as required in transactions
81 wherein Buyer has waived his financial contingency.
- 82 ☐ 22. Seller has made written demand for Buyer to provide proof of available funds as required in transactions
83 wherein Buyer has waived his financial contingency. However, Buyer failed to do so within two (2) days,
84 thereby terminating the Agreement.
- 85 ☐ 23. This is Seller's written demand for the name and telephone number of the appraiser and proof that appraisal
86 was ordered in a transaction in which Buyer has waived his financial contingency.
- 87 ☐ 24. Seller has made written demand for the name and telephone number of the appraiser and proof that appraisal
88 was ordered in a transaction in which Buyer has waived his financial contingency. However, Buyer failed
89 to do so within two (2) days, thereby terminating the Agreement.
- 90 ☐ 25. This is Seller's written request that Buyer provide supporting documentation showing appraised value did
91 not equal or exceed the agreed upon purchase price.
- 92 ☐ 26. This is Seller's written demand for Buyer to provide the following warranties and representations:
- 93 ☐ Buyer has secured evidence of hazard insurance which will be effective at Closing. The name of the
94 hazard insurance company is: _____.
- 95 ☐ Buyer has notified Lender of an Intent to Proceed with Lender and has available funds to Close per the
96 signed Loan Estimate; and
- 97 ☐ Buyer has requested that the appraisal be ordered and affirms that the appraisal fee has been paid.
- 98 ☐ 27. Seller has made written demand for Buyer to warrant and represent that he has secured evidence of hazard
99 insurance and provided the name of insurance company; has provided Lender with an Intent to Proceed;
100 and has requested that the appraisal be ordered and has paid appraisal fee. However, Buyer failed to do so
101 within two (2) days, thereby terminating the Agreement.
- 102 ☐ 28. Holder has advised that the Earnest Money/Trust Money Check or other instrument has been dishonored or
103 not timely received by Holder. Seller is hereby notifying Buyer that Buyer has one (1) day to deliver Earnest
104 Money/Trust Money in immediately available funds to Holder.
- 105 ☐ 29. Holder has advised that the Earnest Money/Trust Money Check or other instrument has been dishonored.
106 Buyer has failed to timely deliver immediately available funds following notice by Holder. Seller is hereby
107 exercising his right to terminate Agreement.
- 108 ☐ 30. Holder has advised that the Earnest Money/Trust Money has not been timely received as required pursuant
109 to the Earnest Money/Trust Money paragraph. Buyer has failed to timely deliver immediately available
110 funds following notice by Holder. Seller is hereby exercising his right to terminate Agreement.
- 111 ☐ 31. Pursuant to Buyer's First Right of Refusal Addendum, this is Seller's written demand for proof Buyer has
112 listed their home with a licensed real estate broker and home is advertised in a Multiple Listing Service,
113 where applicable.
- 114 ☐ 32. Pursuant to Buyer's First Right of Refusal Addendum, Seller has made written demand for Buyer to
115 provide proof Buyer has listed their home with a licensed real estate broker and advertised the home in a
116 Multiple Listing Service, where applicable. However, Buyer failed to do so within one (1) day. Seller is
117 hereby exercising his right to terminate this Agreement.
- 118 ☐ 33. For new construction only, Seller hereby notifies Buyer that the improvements are substantially
119 completed. Buyer shall cause to be conducted any inspection provided in the New Construction Purchase
120 and Sale Agreement.
- 121 ☐ 34. For new construction only, Seller hereby notifies Buyer of a delay caused by
122 _____
123 _____ as provided for in the Delays Section of the New Construction Purchase and
124 Sale Agreement.

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☐ 35. For Back-Up Agreement Contingencies only, Seller hereby notifies Buyer that the Primary Agreement has been terminated or is null and void. Buyer's Back-Up Agreement has moved into a primary position.

☐ 36. Seller **WITHDRAWS** all offers and/or counter offers.

☐ 37. OTHER:

The party(ies) below have signed and acknowledge receipt of a copy.

NOTIFYING PARTY (Buyer/Seller Signature)

_____ at _____ o'clock ☐ am/ ☐ pm

Date

NOTIFYING PARTY (Buyer/Seller Signature)

_____ at _____ o'clock ☐ am/ ☐ pm

Date

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ADDITIONAL CONTRACT LANGUAGE (Language to be inserted in Offers, Counters, Addenda, Amendments or Special Stipulations)

These paragraphs are provided as **examples of situations** that may occur during real estate transactions. They are listed here for your use to be inserted into the appropriate forms.

1. SELLER TO PAY BUYER'S EXPENSES.

Note: To be inserted in the Closing Expenses paragraph of the Purchase and Sale Agreement

Seller to pay _____% of the Purchase Price or pay \$ _____ towards Buyer's Expenses and Title Expenses as identified herein.

2. BUYER'S FIRST RIGHT OF REFUSAL ADDENDUM / RIGHT TO CONTINUE TO MARKET PROPERTY

Buyer and Seller agree that Seller may continue to market the Property as outlined in the attached Buyer's First Right of Refusal Addendum.

3. REDUCTION IN PRICE IN LIEU OF REPAIRS.

In the event that a buyer wishes to waive repairs after he has submitted a list of items to be repaired or replaced, he may do so. This could include a reduction of the purchase price, or an agreement for the seller to pay more pre-pays and/or closing costs. You would accomplish this through the use of an Amendment (form RF653). In that form, you would include:

1. Seller is not required to make any repairs to the Property.
 2. Seller is to pay _____ in closing costs or pre-pays.
 3. Sales price to be \$ _____.
- (or those items to which the parties agree.)

4. ASSESSMENTS OR LIENS.

The parties hereto are aware that there is a _____ assessment or lien against the within described Property in the amount of \$ _____. Said assessment or lien shall be paid by _____ at the closing of this sale.

5. CONTINGENCIES.

A. Square Footage

This Agreement is contingent upon the actual square footage of the Property being no less than _____ square feet. Should the appraised square footage be less than this amount, then Buyer may terminate this Agreement and all Earnest Money/Trust Money shall be refunded to Buyer and Seller agrees to reimburse Buyer for any and all out of pocket expenses incurred by the Buyer, including, but not limited to the appraisal and inspection costs

B. Is Contingent on Sale of Property.

This Agreement is contingent upon the sale and closing of the property located at _____

_____ ("Buyer's Property") on or before the Closing Date of this Agreement. If Buyer's Property does not close on or before the Closing Date of this Agreement, Buyer may terminate this Agreement with written notice to Seller with refund of Earnest Money/Trust Money to Buyer.

C. Approval of Others. This Agreement is contingent upon _____ viewing and approving the above-described Property and Buyer shall notify Seller or Broker on or before _____ that the Property is acceptable or unacceptable. If unacceptable to _____, Buyer shall provide written notice within the said timeframe to Seller that Buyer is exercising his right to terminate this Agreement and all Earnest Money/Trust Money will be refunded to Buyer in full, in which event all parties agree to execute all applicable documentation. In the event this contingency is not removed by the date set above, this contingency shall be deemed waived and the Agreement shall remain in full force and effect.

D. Sellers Right to Find Suitable Housing.

This contract is expressly conditional upon Sellers entering into a written contract to purchase or lease property acceptable to Seller on or before _____. In the event Seller does not contract for an acceptable property on or before said date, Seller may terminate the Agreement with written notification to Buyer. Upon termination Buyer shall be entitled to a refund of Earnest Money/Trust Money.

E. Radon.

This offer is contingent upon the radon testing of _____ (Property Address). Property must have a test result of 4pCi/L or lower. If the Radon test shows a higher reading than 4pCi/L, _____ (Buyer/Seller) shall have a mitigation system installed at a cost not to exceed \$ _____.

F. Alternate Appraisal Language.

This Agreement is contingent upon _____ having Property appraised no later than _____ and to pay for the appraisal. In the event the appraisal is not timely made, this contingency shall be deemed waived. The Property must appraise for at least the amount set forth in the "Purchase Price" section of the Agreement or the Buyer may, at his option, on or before _____, terminate this Agreement with written notice to Seller and all Earnest Money/Trust Money shall be refunded to Buyer in full, in which event all parties agree to execute all applicable documentation. In the event Buyer fails to exercise this option, it shall be deemed waived.

G. Bankruptcy Pending.

The parties herein acknowledge that they have been informed of bankruptcy proceedings in the United States Bankruptcy Court, and that this Agreement is contingent upon a final judgment and decree authorizing the sale of the Property. In the event that a final judgment sale authorization is not granted on or before _____ (date), the Buyer may terminate this Agreement with written notice to Seller with Earnest Money/Trust Money returned in full to Buyer, in which event all parties agree to execute all applicable documentation.

H. Court Permission to Sell.

Seller's obligations under this Agreement are contingent upon approval or order of the appropriate court having jurisdiction over the sale of the Property on or before _____ (date). Seller shall proceed diligently and in good faith, using all reasonable best efforts, at Seller's expense, to obtain said approval. In the event said approval or order is not received by said date, the Agreement may be terminated by Buyer upon written notice to Seller with Earnest Money/Trust Money returned in full to Buyer, in which event all parties agree to execute all applicable documentation.

I. Divorce.

The parties herein acknowledge that they have been informed that the Sellers are involved in a divorce proceeding and that this sale is contingent upon Sellers obtaining a final judgment and decree authorizing the sale of the Property. In the event that a final judgment sale authorization is not granted on or before _____ (date), either party may terminate this Agreement upon written notice to other party. Upon termination, Earnest Money/Trust Money shall be returned in full to Buyer and the parties agree to execute all applicable documentation.

J. Additional Buyer Contingencies.

Buyer at Buyer's cost shall have the right to review and accept the following:

1. A boundary survey of the Property
2. A mortgage survey of the Property.
3. A determination that the Property is not located in an unacceptable flood hazard area and/or mortgage lender does not require flood insurance.
4. All zoning regulations, restrictions, declarations, covenants, easements and other title matters of record.
5. Governmental approval of any existing waste disposal septic system and permit compliance, and/or determination that the system is functioning properly.
6. Governmental approval of any existing non-public water system and permit compliance, and/or determination that the system is functioning properly and the quality of water is acceptable.
7. A determination that the property is insurable with a company and at a rate acceptable to Buyer and that there are no exclusions to insurability which the Buyer finds objectionable.

In consideration of Buyer having conducted reviews of the above matters, the sufficiency of such consideration being hereby acknowledged, Buyer, at Buyer's sole discretion, may elect to terminate the Purchase and Sale Agreement on or before the expiration of the above referenced Inspection Period by written notice to Seller if any of the above matters are unacceptable to Buyer and Buyer shall be entitled to a refund of all Earnest Money/Trust Money. In the

event that Buyer exercises Buyer's right to terminate under one of these contingencies, Buyer shall, at Seller's request, furnish Seller or Seller's representative with documents supporting Buyer's right to terminate.

K. Buyer Assumption of Loan.

1. Conventional Loan.

This sale is contingent upon Buyer assuming Seller's existing loan and Seller's existing indebtedness for repayment of the loan and Lender's agreement to release Seller from liability thereon on Seller's property as described herein. Buyer agrees to immediately apply and submit necessary information to Lender. If Buyer has not received such approval and agreement from the Lender within ____ days following the Binding Agreement Date, or should Buyer fail to qualify, Seller shall have the option of waiving this stipulation or to terminate this Agreement upon written notice to Buyer and all Earnest Money/Trust Money shall be refunded in full to Buyer, in which event all parties agree to execute all applicable documentation.

2. FHA Loan.

This Agreement is contingent upon Buyer's ability to assume (a) the Seller's existing FHA loan, (b) the Seller's liability to the Federal Housing Administration (FHA) for the repayment of the FHA loan, and (c) FHA's agreement to release Seller from liability thereon on Seller's property as described herein. Buyer agrees to apply immediately to FHA and submit necessary information. If Buyer has not received such approval and agreement from FHA within ____ days following the Binding Agreement Date, or should Buyer fail to qualify to assume the Seller's liability, Seller has the option to waive this contingency or to terminate this Agreement upon written notice to Buyer and Earnest Money/Trust Money shall be refunded in full to Buyer, in which event all parties agree to execute all applicable documentation.

3. VA Loan.

This Agreement is contingent upon the Buyer's ability to assume the Seller's existing VA loan and to assume the Seller's potential indemnity liability to the U.S. Government for the repayment of the loan and the VA's agreement to release Seller from liability thereon. Buyer agrees to apply immediately to the VA and submit any necessary documents and information required by VA. If the Buyer has not received such approval and agreement from the VA within ____ business days following the Binding Agreement Date, or should the Buyer fail to qualify to assume the Seller's liability, Seller has the option to waive this contingency or to terminate this Agreement upon written notice to Buyer and Earnest Money/Trust Money shall be refunded in full to Buyer, in which event all parties agree to execute all applicable documentation.

L. Zoning.

1. Rezoning Contingency.

Buyer understands and agrees that Property is zoned _____ and that the improvements thereon may not meet zoning requirements. The Buyer's obligation hereunder is conditioned upon the Property being rezoned to _____ by the appropriate _____ (County/City) authorities by _____. The _____ (Buyer/Seller) shall be responsible for pursuing such rezoning and paying all affiliated costs. In the event that said rezoning is not obtained by said date, then Buyer may terminate this Agreement upon written notice to Seller and all Earnest Money/Trust Money shall be refunded to the Buyer. All rezoning applications shall be submitted to Seller for Seller's approval prior to filing, which approval shall not be unreasonably withheld. All parties agree to cooperate, to sign the necessary documentation and to support the rezoning application.

2. Homes converted to multifamily use where zoning for multifamily use may be questioned.

This Agreement is contingent upon Seller providing a letter from the city or county zoning authority stating that the Property is presently zoned for multifamily use. Seller shall have two (2) weeks following the Binding Agreement Date to present said letter to Buyer or Broker(s). Should the Seller not present the letter within the above-stated time period, Buyer must, within forty-eight (48) hours past the time period, terminate this Agreement through written notice to Seller or this contingency shall be removed as a condition of this Agreement. If Buyer elects to declare this Agreement terminated, said declaration shall be on an Earnest Money/Trust Money Disbursement and Mutual Release form or equivalent written notice with all Earnest Money/Trust Money being promptly refunded to Buyer. All parties agree to sign promptly all documentation.

M. Pools.

This Agreement is contingent upon Seller providing the following additional information about the existing pool within ____ days after Binding Agreement Date and Buyer's review and acceptance of information concerning:

- 1) Type of pool surface

- 2) Type of filtration system (chlorine, salt, etc)
- 3) Age of pool
- 4) Age of liner, if applicable
- 5) Age of Pump and Heater, if applicable
- 6) Age of any additional features such as hot tub, waterfall, etc.

In consideration of Buyer having conducted reviews of the above matters, the sufficiency of such consideration being hereby acknowledged, Buyer, at Buyer's sole discretion, may elect to terminate the Purchase and Sale Agreement on or before the expiration of the above referenced Inspection Period by written notice to Seller if any of the above matters are unacceptable to Buyer and Buyer shall be entitled to a refund of all Earnest Money/Trust Money. In the event that Buyer exercises Buyer's right to terminate under this contingency, Buyer shall, at Seller's request, furnish Seller or Seller's representative with documents supporting Buyer's right to terminate.

6. CONDOMINIUM LEGAL DESCRIPTION.

Within five (5) days after the Binding Agreement Date, the Seller will complete the Condominium Legal Description or Exhibit ____ and provide it to the Buyer. The Condominium Legal Description or Exhibit ____ will become a part of the Agreement only when countersigned by the Buyer. If the Buyer does not accept the Condominium Legal Description or Exhibit ____ within ten (10) days after receipt thereof, then Buyer may terminate this Agreement upon written notice to Seller and all Earnest Money/Trust Money shall be refunded to the Buyer.

7. CONDOMINIUM INFORMATION REVIEW PERIOD

Seller agrees to provide Buyer with the requested Condominium Information as outlined in the attached Request for Condominium Association Information Document no later than ____ days from the binding agreement date, not to exceed 10 days. Purchase is contingent on Buyer's acceptance of all information provided. Buyer shall remove contingency or terminate within ____ days after receiving information.

8. HOA REVIEW PERIOD

The Seller shall provide the following additional information regarding the Property's homeowner association (HOA) within ____ days after the binding agreement date and this Agreement is contingent upon Buyer's review and acceptance of information concerning:

- 1) Name and address of HOA
- 2) Amount of dues and required frequency of payment
- 3) A copy of the current rules and regulations of the Association.
- 4) Any fees or assessments due as a result of a transfer of title

In consideration of Buyer having conducted reviews of the above matters, the sufficiency of such consideration being hereby acknowledged, Buyer, at Buyer's sole discretion, may elect to terminate the Purchase and Sale Agreement within ____ days after receiving all requested HOA information by written notice to Seller if any of the above matters are unacceptable to Buyer and Buyer shall be entitled to a refund of all Earnest Money/ Trust Money.

In the event Seller fails to provide requested information within the agreed upon timeframe, Buyer shall have 2 days to elect to terminate this Agreement and shall notify Seller in writing. Buyer shall be entitled to a refund of all Earnest Money/Trust Money.

In the event Buyer does not timely object to the above matters, they shall be deemed to have accepted the same and this contingency shall be deemed satisfied.

9. RENTAL LEASES AND REVIEW

This agreement is contingent upon Buyer's receipt, review, inspection, and satisfactory approval of all existing leases, and security deposits. Seller shall have ____ days from the Binding Agreement Date to provide information. Following receipt, Buyer will have ____ days to review all submitted information. If after such review Buyer is not satisfied for any reason, then Buyer will notify the Seller in writing and Buyer may terminate this Agreement. All Earnest Money/Trust Money shall be refunded to Buyer upon timely termination. If Buyer does not notify Seller within the timeframe, this contingency shall be deemed waived.

10. INSPECTION PERIOD IF PROPERTY IS USED AS RENTAL:

Within the agreed upon inspection period, Buyer shall contact Seller to set up a mutually agreeable time for Buyer to have an inspection of the property conducted. Buyer must provide Seller with 5 days notice before end of inspection period and Seller must make property available for inspection on one of those days. If a mutually agreeable time cannot be reached within the timeframe, contract may be amended to extend inspection period. If Seller is unable to provide one day for an

inspection to be conducted, buyer may terminate the contract. If terminated, Buyer is entitled to a refund of the Earnest Money/Trust Money. In the event Buyer does not provide sufficient notice to Seller, Buyer shall have forfeited the right to terminate under this section and shall not be entitled to a refund of the Earnest Money/Trust Money.

11. RENT PRORATION.

All prepaid rents on said Property shall be prorated at the closing of the sale. The Seller represents that the monthly rentals on said Property of \$_____ will be current at the time of the closing, and that there will be no expenses chargeable to the Seller except the taxes on said Property. The Seller shall pay to the Buyer all security and damage deposits, if any, which have been paid to the Seller by any of the tenants. Buyer shall enter into an agreement to hold the Seller harmless against such transfer of security or damage deposits. At the closing of the sale, the Seller shall execute an affidavit which will verify the number of leases and tenancies then outstanding on the Property, the prepaid rent as to each, and the amount of security deposits as to each.

12. EARNEST MONEY/TRUST MONEY.

A. Additional Earnest Money/Trust Money Held by Broker/Holder.

Buyer agrees to pay Holder additional Earnest Money/Trust Money in the principal amount of \$_____ on or before _____, making a total Earnest Money/Trust Money deposit of \$_____. In the event Buyer fails to pay additional Earnest Money/Trust Money by said date, then, at the option of Seller (this option to be exercised within seven days of said date), Seller may terminate this Agreement by written notification to Buyer and Broker at which time Buyer shall be considered in default.

B. Held until Specific Time.

All parties to this Agreement acknowledge that the Earnest Money/Trust Money will not be deposited until _____.

13. NON-REFUNDABLE EARNEST MONEY

In the event Buyer elects to terminate the Agreement as allowed herein and is not otherwise in default, the Earnest Money/Trust Money shall be deemed to be non-refundable and shall be paid to Seller as additional consideration of Seller having entered into this Agreement. In the event either party is in default under this Agreement, the provisions of Section 12 (Default) as provided in this Agreement shall control.

14. INSPECTIONS COSTS

A. In addition to Seller's obligation under this Agreement to have all utilities, services and other items operational during all inspections, Seller will also ensure that the crawl space, garage and/or attic areas will be accessible and free of debris and/or personal articles.

B. If anything is unable to be tested and/or inspected during any of the inspections because Seller did not have the utility services and other items operational, and as a result Buyer's inspections that were paid for by buyer were unable to be performed, then Seller agrees to ensure that the utility services and other items will be operational during any follow up inspections, and Seller will pay for any and all fees incurred by Buyer in order to have the non-functioning items re-inspected.

15. ACCESS TO PUBLIC ROAD.

A. The Seller warrants that the subject property has the right of ingress and egress to and from _____ road without limitation by way of the existing driveway located at: _____.

B. If access is shared, buyer's obligation to purchase is contingent on receipt and approval of a shared driveway maintenance agreement. Seller agrees to provide buyer with a copy of said maintenance agreement within ___ days of Binding Agreement Date. If it is unacceptable, Buyer shall have ___ days following receipt of maintenance agreement to terminate the purchase agreement; otherwise the buyer shall be deemed to accept the same.

16. BUYER/AGENT BUYING TO SELL FOR PROFIT

All parties acknowledge that the Buyer/Agent intends to sell the Property at a future date for a profit.

17. AMENITY PACKAGE RELEASE.

In the event that the Property is served by a recreational amenity package either now existing or to be constructed, Buyer acknowledges and represents that he has investigated the ownership and availability of such amenity package, and hereby releases Broker and affiliated licensees from any responsibility or liability in regard thereto.

18. PROPERTY EXCHANGE.

This Agreement and the Separate Agreement which is attached hereto, are intended to be Exchange Properties pursuant to Internal Revenue Code § 1031. The parties agree that they will perform all necessary acts and that they will execute all

necessary documents to effectuate an Exchange of Properties under said Section. The parties anticipate that the closings upon the properties which are the subject of this Agreement and the attached Agreement will be simultaneous.

19. SELLER RESERVES THE RIGHT TO SELL – EXCLUSIVE AGENCY AGREEMENT.

The Seller hereby reserves the right to sell Property and hereby converts this Agreement into an Exclusive Agency Listing Agreement. If a Buyer is procured for the Property through the sole efforts of Seller acting alone, then Seller is not required to pay Broker the compensation contained herein. However, in the event that the Buyer is obtained through any efforts of Broker (included but not limited to any Broker advertising including but not limited to any internet advertising, listing in the MLS, or traffic created by any signage put in place by Broker), then the aforementioned compensation is due to Broker at closing.

20. OFFICE EXCLUSIVE LISTING.

Seller wishes to keep exposure of Property minimal and does not wish to advertise Property to the public. Therefore, Broker is not granted the authority to advertise this listing on the Internet. Broker is not permitted to file this listing with any Multiple Listing Service (MLS) or similar service(s) of which Broker is a member. Seller understands and agrees that by not placing the listing on the MLS or other similar services, the listing will not be included in a searchable database provided by the MLS or similar service which can be viewed on other agents' websites. Broker shall not place a sign on the Property. Given these limitations, Broker shall use best efforts to produce a Buyer by solely marketing Property to other licensees within Broker's firm.

Broker shall offer a cooperative compensation in the amount of _____ % of Selling Price/monthly rental amount or \$ _____ to a Selling Agent or Facilitator (an agent who is representing the interests of and/or is working with the Buyer/Tenant) who is the procuring cause of the transaction.

21. CO-LISTING AGREEMENT

Seller hereby authorizes Broker to enter into a Co-Listing Agreement for Property. Seller grants the Co-Listing Broker the authority to conduct every activity Broker is authorized to pursuant to this Agreement.

22. NON-ASSIGNABILITY.

This Purchase and Sale Agreement shall not be assignable by the Buyer(s) without prior written consent of Seller(s).

23. FOREIGN CORPORATION THAT HAS MADE AN ELECTION UNDER IRC § 897(i).

Seller is a foreign corporation which has made, or will make, an election pursuant to Internal Revenue Code § 897(i) to be treated as a domestic corporation for the purposes of taxation and FIRPTA. Seller is hereby notified to consult with his closing attorney and/or tax planner to discuss the steps required for making such election. Seller further agrees to submit all necessary documentation and/or affidavits to the Buyer's closing agent at or before closing to verify such election or to comply with all laws and regulations concerning FIRPTA withholding.

24. RESIDENT ALIEN STATUS.

Seller is not a U.S. citizen and may be considered a resident alien. Seller is hereby notified to consult with his closing attorney and/or tax professional immediately to determine whether he is subject to FIRPTA withholdings and what documentation may be necessary at or before closing. Seller further agrees to submit all the necessary documentation and/or withholdings at or before closing concerning FIRPTA withholdings to the buyer's closing agent. Seller agrees to sign the appropriate affidavits certifying that he is not subject to FIRPTA withholdings and to provide all necessary documentation requested at or before closing or to comply with all laws and regulations concerning FIRPTA withholding.

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PURCHASE AND SALE AGREEMENT TIMELINE CHECKLIST

1 Property Address: _____

2 Buyer: _____ Seller: _____

3 Address: _____ Address: _____

4 Phone: _____ Cell: _____ Phone: _____ Cell: _____

5 Email: _____ Email: _____

6 Buyer's Licensee: _____ Seller's Licensee: _____

7 Binding Agreement Date: (BAD) _____ Purchase Price _____

8 Closing Date: _____ ☐ ~~Contract~~ Agreement sent to Closing Agency ☐ Time Scheduled

9 _____

10 **Enter Deadline Date for each item. Check each BOX when completed.**

11 **EARNEST MONEY/TRUST MONEY**

12 _____ ☐ Deposited _____ days after BAD.

13 Holder of Earnest Money/Trust Money: _____

14 **FINANCIAL OBLIGATION** Lender: _____ Phone: _____

15 Address: _____ Email: _____

16 Cell: _____

17 _____ ☐ Within 3 days of BAD, verify that Loan Application has been made and Lender has been instructed to order credit report and Buyer has paid for credit report.

18 _____ ☐ Within 3 days of BAD, Notify Seller of Date of Application and Lender's name, contact information and that Lender has been instructed to order credit report and Buyer has paid for report.

19 _____ ☐ Within 14 days of BAD, Buyer has requested that the appraisal be ordered and the fee has been paid.

20 _____ ☐ Within 14 days of BAD, Provide Seller with representation and warranty of securing evidence of hazard insurance and has notified Lender of an Intent to Proceed and has available funds to close per the Loan Estimate.

21 _____ ☐ Seller's Written Demand for Compliance if no Loan Application information is provided and that Buyer has instructed Lender to order and has paid for credit report.

22 _____ ☐ Seller's Written Demand for Compliance if Buyer has not provided representations and warranties of securing evidence of hazard insurance and signing an Intent to Proceed with Lender and has available funds to Close per the Loan Estimate.

23 _____ ☐ Within 5 days of BAD, Buyer to provide Proof of funds (**For use when Financial Contingency Waived**).

24 _____ ☐ Seller's Written Demand for Compliance if Buyer has not provided proof of funds (**For use when Financial Contingency Waived**).

25 **APPRAISAL** Purchase ~~contingent~~ ~~conditioned~~ upon appraisal ☐ Yes ☐ No If Yes,

26 Appraiser Name: _____ Phone: _____

27 Email: _____ Cell: _____

28 _____ ☐ Within 5 days of BAD, Buyer to provide Name and telephone number of appraiser and proof appraisal was ordered. (**For use when Financial Contingency Waived**).

29 _____ ☐ Seller's Written Demand for Compliance if Buyer has not provided name and address of appraiser and proof appraisal was ordered. (**For use when Financial Contingency Waived**).

30 _____ ☐ Appraisal Complete

31 _____ ☐ Appraisal received by Buyer and/or Lender

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42 _____ ☐ Within 3 days of Buyer receiving low appraisal price, Buyer to notify Seller of decision to terminate
 43 agreement or waive appraisal contingency.

44 **INSPECTION**

45 _____ ☐ Buyer Inspection Period (within _____ days after BAD).

46 _____ ☐ Initial Home Inspection

47 Inspection Company: _____ Phone: _____

48 Inspector Name: _____ Phone: _____

49 Email: _____ Cell: _____

50 _____ ☐ Wood Destroying Insect Infestation Inspection Report (WDI) made.

51 WDI Company: _____ Phone: _____

52 Inspector Name: _____ Phone: _____

53 Email: _____ Cell: _____

54 _____ ☐ Other Inspections ☐ Well ☐ Septic ☐ Radon ☐ Lead Paint ☐ Survey

55 Company: _____ Phone: _____

56 Inspector Name: _____ Phone: _____

57 Email: _____ Cell: _____

58 _____ ☐ Other Inspections ☐ Well ☐ Septic ☐ Radon ☐ Lead Paint ☐ Survey

59 Company: _____ Phone: _____

60 Inspector Name: _____ Phone: _____

61 Email: _____ Cell: _____

62 _____ ☐ Buyer Notification to Seller to ☐ terminate ☐ accept ☐ request repairs.

63 _____ ☐ Resolution Period: _____ days following receipt of list of repairs and WDI (counters to each party)

64 _____ ☐ Completion of Repairs Deadline and Inspection

65 _____ ☐ Final inspection to be made (see Final Inspection section of Agreement for # of days).

66 **HOMEOWNER ASSOCIATION**

67 _____ ☐ Homeowner Association Bylaws, Covenants & Restrictions, etc. received

68 ☐ Monthly ☐ Quarterly ☐ Annual Dues \$ _____

69 ☐ Monthly ☐ Quarterly ☐ Annual Assessments \$ _____

70 ☐ Monthly ☐ Quarterly ☐ Annual Other \$ _____

71 NOTES: _____

72 **POSSESSION** Other than at Closing

73 _____ ☐ Date of Possession if not at Closing

74 Temporary Occupancy Agreement ☐ Prior to Closing (RF 626) OR ☐ After Closing (RF 627)

75 **MISCELLANEOUS**

76 Home Protection Company: _____ Cost: _____ Confirmation No.: _____

77 Phone: _____ Email: _____

78 Buyer Closing/Title Agency: _____

79 Contact: _____ Address: _____

80 Phone: _____ Email: _____

81 Seller Closing/Title Agency: _____

82 Contact: _____ Address: _____

83 Phone: _____ Email: _____

84 Title Policy ☐ Yes ☐ No ☐ Re-issue Credit Policy to Closing Attorney

85 Homeowner's Insurance: _____ Phone: _____

86 Contact: _____ Amount: _____

87 Mortgage Information: _____ Loan#: _____

88 _____ ☐ Material Defect found in title examination, closing or loan survey, boundary line survey or other means

89 ☐ reported to Seller to cure prior to Closing Date

90 _____ ☐ Sellers Final Property Disclosure Completed (RF 202)

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DRAFT SPECIMEN

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COMMERCIAL EXCLUSIVE LEASING AGREEMENT (NOT A PROPERTY MANAGEMENT AGREEMENT)

For and in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged,

_____ (hereinafter referred to as "Owner"),
and _____ as broker/firm and its affiliated
licensees (hereinafter collectively referred to as "Broker") do hereby enter into this Commercial Exclusive Leasing Agreement
("Agreement"), this _____ day of _____, _____ ("Effective Date").

WHEREAS, Owner owns that certain real estate property described as follows: All that tract of land known as:

_____ (Address),
_____ (City), Tennessee, _____ (Zip), as recorded in _____
County Register of Deeds Office, _____ deed book(s) _____ page(s) and/or
_____ instrument number, _____ and further described as:

_____ together with all fixtures, landscaping, improvements, and appurtenances, all being hereinafter collectively referred to as the
"Property", as more particularly described in Exhibit "A", or if no Exhibit "A" is attached as is recorded with the Register of
Deeds of the county in which the Property is located and is made a part of this Agreement by reference.

1. TERM. Broker shall have the exclusive right to market the Property for lease for the period of _____
beginning on _____, _____ and shall continue through and including _____,
("Agreement Term"). The Property may be occupied by a tenant obtained by Broker on or after
_____. If Owner terminates this Agreement, Owner shall pay Broker all fees which would
be due both from the present and future months by virtue of any unexpired rental agreement in effect at the time of
termination. Broker may deduct the full amount of such fees from any monies coming to Broker which would be due
Owner.

2. LEASES. Any lease agreement will be in writing, with the basic terms being: a lease period of _____ months at a
monthly rental rate of \$ _____ (_____ Dollars), or such other terms agreeable to
Owner.

3. BROKER'S DUTIES. Owner hereby gives Broker the following duties and responsibilities in connection with this
Agreement (*Check all that apply. Items not marked are not a part of this Agreement*):

- ☐ **A.** Broker is authorized to solicit an offer to lease the Property.
- ☐ **B.** Broker is authorized to enter into a lease of the Property on Owner's behalf if it is for a term of no more than
_____ months or less than _____ months at a monthly rental of at least \$ _____.
- ☐ **C.** Broker is authorized to renew leases for the Property on Owner's behalf; to collect rents due or to become due
(including any late fees, insufficient funds fees, and/or interest) and give receipts therefore; and to provide notices
of termination of tenancies at the end of the lease terms and/or in a month-to-month tenancy situation according
to the terms of the lease agreement; and to disseminate such other notices as are appropriate.
- ☐ **D.** Broker is authorized to collect the rents (including any late fees, insufficient funds fees, and/or interest), deduct
compensation due Broker, and deduct any other fees that may have been paid on behalf of Owner by Broker and
disperse the remaining funds to Owner. Owner is hereby aware that Broker may deduct these expenses from the
monies coming to Broker that are due to Owner.
- ☐ **E.** See Special Stipulations

4. OWNER'S DUTIES. Owner represents that Owner: (a) presently has title to the Property or has full authority to enter
into this Agreement; (b) will cooperate with Broker to lease the Property to prospective tenants; (c) will make the Property
available for showing at reasonable times as requested by Broker; and (d) will provide Broker with accurate information
regarding the Property (including information concerning all adverse material facts pertaining to the physical condition of
the Property).

5. MARKETING.

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Broker may advertise the Property for lease in all media and may photograph and/or videotape the Property and use the photographs and/or videotapes in connection with Broker's marketing efforts. Owner agrees not to place any advertisements on the Property or to advertise the Property for lease in any media except with the prior written consent of Broker. Broker is also hereby authorized to place Broker's "For Lease" sign or equivalent signage on the Property. Broker is authorized to procure tenants to lease the Property in cooperation with other real estate brokers and their affiliated licensee. Broker is hereby granted the authority to advertise this listing on the Internet. Broker is additionally permitted to file this listing with any Multiple Listing Services (MLS(es)) or similar service(s) of which Broker is a member. Owner understands and agrees that by placing the listing on the MLS or these similar services, the listing may be included in a searchable database provided by the MLS or similar service which can be viewed on other agents' websites. Owner also agrees that the listing may also appear on publicly accessible websites sponsored by and/or affiliated with the MLS, the local association of Realtors®, or similar listing services and those who lawfully receive listing information from said entities. Broker may distribute leasing information (including the rent price) to tenants, other real estate brokers and their affiliated licensees, and/or multiple listing services or similar services. Broker and other real estate brokers and their affiliated licensees may show the Property without first notifying Owner.

6. COMPENSATION. Broker shall be compensated on the following basis:

A. Terms. In the event that the Property is leased to a tenant during the Agreement Term, Owner agrees to pay Broker a commission of *[Check one. The sections not marked shall not be a part of this Agreement.]*:

- ☐ 1. \$_____ or _____% of the base rents to be paid, which shall be due and payable upon occupancy by a tenant. This compensation amount shall be based on the total amount of base rent to be paid over the lease term.
- ☐ 2. \$_____ or _____% of the base rents paid, which shall be due and payable upon a tenant's monthly payment of rent. This compensation amount shall be based on the total amount of base rent to be paid and shall be payable over the lease term.
- ☐ 3. Other.

B. Transfer of Lease Property. If Broker's commission is paid over time, Owner shall include in the lease agreement a provision providing for Owner's payment of commission to Broker, as stated herein. Owner agrees that if Owner transfers title to property, such transfer shall be contingent upon the successor owner assuming Owner's obligations to pay commission to Broker under this Agreement. Owner shall remain jointly and severally liable to Broker for the payment of commission to Broker. Broker reserves the right to file a "Notice of Agreement to Pay Leasing Commission" (Form CF 704) or other equivalent written documentation in the Register of Deeds Office in the county in which the Property is located.

C. Cooperating Compensation. Broker may share this commission with a cooperating broker, if any, who procures a tenant for Property by paying such cooperating broker _____% of Broker's commission or \$_____, or as determined in the Special Stipulations section of this Agreement. Said cooperating broker is the agent or facilitator who represents the interests of and/or is working with the tenant. Cooperating brokers are expressly intended to be third-party beneficiaries under this Agreement only for the purposes of enforcing their commission rights as cooperating brokers.

D. Renewal or Extension of Lease. If Owner renews or extends a lease to a tenant (or a related person or entity of that tenant) originally secured during the Agreement Term, Owner will pay Broker \$_____ or _____% of each additional month's rent.

E. Carry Over Clause. Should the Owner lease or contract to lease the Property within _____ days after the expiration of this Agreement to any tenant (or a related person or entity of that tenant) who has been introduced to the Property, directly or indirectly during the Agreement Term hereof, as extended, the Owner agrees to pay the compensation as set forth herein. This includes but is not limited to any introduction or exposure to Property by advertisements or postings appearing in any medium which originated as a result of listing the Property with Broker. Notwithstanding the above, in the event that the Property is leased to the prospective tenant through another licensed broker with whom the Owner has signed an exclusive leasing agreement after the date of expiration of this Agreement, then no

compensation shall be owed to Broker by virtue of this Agreement. The compensation obligations set forth herein shall survive the termination of this Agreement.

F. Enforcement. Owner agrees to pay all reasonable attorney's fees together with any court costs and expenses which real estate firm incurs in enforcing any of Owner's obligations to pay compensation under this Agreement. The parties hereby agree that all remedies are fair and equitable and neither party will assert the lack of mutuality of remedies as a defense in the event of a dispute.

7. SALE OF PROPERTY. If Owner sells the Property to a tenant (or related person or entity of such tenant) obtained by Broker, either during the term of the lease or thereafter, Owner will pay Broker compensation of _____% of the price for which the Property is sold at closing, or as determined in the Special Stipulations section of this Agreement. This obligation shall survive the expiration or termination of this Agreement.

8. NONDISCRIMINATION. Broker shall not deny services to, nor discriminate against, any person on the basis of race, color, creed, religion, sex, handicap, familial status, national origin, sexual orientation, or gender identity and will not honor any request to do so.

9. DEPOSIT MONEY. Broker is authorized to accept from tenant(s) a security deposit as set forth in the lease agreement. Broker shall deposit the funds into an escrow or trustee account or forward funds to the party authorized to hold such funds as set forth in the executed lease agreement until disbursed in accordance with the terms of the lease agreement.

10. CONDITION OF PROPERTY. Owner certifies that unless provided otherwise herein, all systems and fixtures are in working condition. Upon the execution of this Agreement, Owner will provide two sets of keys for the Property and ensure that the Property is clean and the grounds are in good condition. Owner shall maintain adequate fire and extended insurance coverage on the Property, and Owner will, at all times, maintain landlord's liability insurance for Owner and will cause Broker to be named as additionally insured under such liability insurance. Owner will provide Broker with evidence of such insurance coverage prior to date of occupancy of tenant.

EXCEPTIONS:

11. RECEIPT AND PAYMENT OF FUNDS. Broker is authorized to deposit all rent and security deposit(s) received related to the Property in a trustee or escrow account maintained by Broker. However, Broker will not be held liable in event of bankruptcy or failure of a depository. Broker shall distribute deposits funds in accordance with the executed lease agreement. Broker shall distribute any rent received as follows:

12. TYPES OF AGENCY.

A. Definitions

1. Designated Agent for the Owner. The individual licensee that has been assigned by ~~his/her~~ the Managing Broker and is working as an agent for the Owner in this consumer's prospective transaction, to the exclusion of all other licensees in his/her company. Even if someone else in the licensee's company represents a possible tenant for this Owner's Property, the Designated Agent for the Owner will continue to work as an advocate for the best interests of the Owner. An agency relationship of this type cannot, by law, be established without a written agency agreement.

2. Agent for the Owner. The licensee's company is working as an agent for the Owner and owes primary loyalty to the Owner. Even if the licensee is working with a prospective tenant to locate property for sale, rent, or lease, the licensee and his/her company are legally bound to work in the best interests of any Owner whose Property is

shown to this prospective tenant. An agency relationship of this type cannot, by law, be established without a written agency agreement.

3. **Facilitator / Transaction Broker (not an agent for either party).** The licensee is not working as an agent for either party in this consumer's prospective transaction. A Facilitator may advise either or both of the parties to a transaction but cannot be considered a representative or advocate of either party. "Transaction Broker" may be used synonymously with, or in lieu of, "Facilitator" as used in any disclosures, forms or agreements. [By law, any licensee or company who has not entered into a written agency agreement with either party in the transaction is considered a Facilitator or Transaction Broker until such time as an agency agreement is established.]
4. **Dual agency.** The licensee has agreements to provide services as an agent to more than one (1) party in a specific transaction and in which the interests of such parties are adverse. This agency status may only be employed upon full disclosure to each party and with each party's informed consent.

B. Owner's Authorizations:

1. Designated Agency

- a. **Appointment of Designated Agent.** Owner hereby authorizes Managing Broker to appoint the Listing Licensee as Designated Agent for the Owner, to the exclusion of any other licensees associated with Broker. A Designated Agent for the Owner can and will continue to advocate Owner's interests in a transaction even if a Designated Agent for the tenant (other than the licensee below) is also associated with Broker. The Managing Broker hereby appoints _____ to be the Designated Agent to the Owner in this transaction.
- b. **Appointment of Subsequent Designated Agent.** Owner hereby authorizes the Managing Broker, if necessary, to appoint a licensee, other than the licensee named above, as Designated Agent for the Owner, to the exclusion of any other licensees associated with Broker. This shall be accomplished through an amendment to this Agreement, if necessary.
- c. **Default to Facilitator in the event both parties are represented by the same Designated Agent.** The Designated Agent shall default to Facilitator status for all showings or transactions *involving the same Designated Agent for both the Owner and a prospective tenant*, immediately notifying (verbally) the Owner and tenant of the need to default to this Facilitator status to be confirmed in writing prior to the execution of the contract. Upon any default to Facilitator status, the Designated Agent must assume a neutral position and will not be an advocate for either the Owner or any prospective tenants.
- d. **Resumption of Agency Status.** In the event that the Designated Agent defaults to a Facilitator status, this Facilitator status will only be temporary. The Facilitator status will only last until any transaction or contemplated transaction in which the parties are all assisted by the same Facilitator is resolved (either because the transaction is completed or the transaction or contemplated transaction between these parties is terminated or not accepted and no further negotiations occur between the parties). At that time, the agent will immediately revert to Designated Agency status for the Owner.

2. Landlord/Seller Agency

- a. **Default to Facilitator.** Owner hereby authorizes Broker and Listing Licensee to default to Facilitator status (representing the interests of neither the Owner nor the tenant) in any Property showings, negotiations, or transactions, in which the Broker may also have a representation agreement with the tenant who is also being assisted by the Listing Licensee. In such event, Agent shall immediately notify (verbally) both the Owner and the tenant of the need to default to this Facilitator status and notification shall be confirmed in writing prior to the execution of the contract. As a Facilitator, Broker and Broker's licensee may assist the parties and provide information in subsequent negotiations in that transaction.
- c. **Resumption of Agency Status.** In the event that Broker and Listing Licensee default to a Facilitator status, this Facilitator status will only be temporary. The Facilitator status will only last until any transaction or contemplated transaction in which the parties are all represented by the Facilitator is resolved (either because the transaction is completed or contemplated transaction between the parties is terminated or not accepted and no further negotiations occur between the parties). At that time, the Broker and Listing Licensee shall immediately revert back to their status as Agent for the Owner.

13. **AGENCY.** Pursuant to Broker policy, Broker shall practice _____ (Designated Agency or Landlord/Seller Agency – choose one) in this transaction.

14. REQUIRED STATE LAW DISCLOSURES.

- A. Broker agrees to keep all information which Owner asks to be kept confidential by express request or instruction unless Owner permits such disclosure in writing, by subsequent work or conduct or such disclosure is required by law or the Realtors® Code of Ethics.

B. Broker may not knowingly give customers false information.

C. In the event of a conflict between Broker's duty not to give customers false information and the duty to keep the confidences of Owner, the duty not to give customers false information shall prevail.

D. Unless specified below, Broker has no other known agency relationships with other parties which would conflict with any interests of Owner (except that Broker may represent other buyers, sellers, landlords, and tenants in buying, selling or leasing property).

15. LIMITS ON BROKER'S DUTIES AND RESPONSIBILITIES AND DISCLAIMER. It is understood and agreed that the real estate firms and real estate licensee(s) representing or assisting Owner or the tenant are not parties to any lease agreement between Owner and the tenant and do not have or assume liability for the performance or nonperformance of Owner or tenant.

Owner acknowledges and agrees that Broker: (a) may show other properties to prospective tenants who are interested in Owner's Property; (b) is not an expert with regard to matters that could be revealed through a survey, title search, or inspection of the Property; for the condition of Property, any portion thereof, or any item therein; for any geological issues present on the Property; for the necessity, or cost of repairs; for hazardous or toxic materials; for the availability and cost of utilities, septic or community amenities; for conditions existing off the Property that may affect the Property; for uses and zoning of the Property, whether permitted or proposed; for applicable boundaries of school districts or other school information; for proposed or pending condemnation actions involving the Property; for the appraised or future value of the Property; for termites and wood destroying organisms; for building products and construction techniques; for the tax or legal consequences of a contemplated transaction; or for matters relating to financing (Owner acknowledges that Broker is not an expert with respect to the above matters and is hereby advised to seek independent expert advice on any of these matters of concern to Owner. Owner further acknowledges that he has not relied upon any advice, representations or statements of Brokers (including their firms and affiliated licensees) and waives and shall not assert any claims against Brokers (including their firms and affiliated licensees) involving same); (c) shall owe no duties to Owner nor have any authority to act on behalf of Owner other than what is set forth in this Agreement and those duties contained in the Tennessee Real Estate Broker License Act of 1973 and the Tennessee Real Estate Commission Rules, as amended; (d) may make all disclosures required by law and the Realtors® Code of Ethics; and (e) may disclose all information about the Property to others.

Owner agrees to hold Broker (including firm and affiliated licensees) harmless from any and all claims, causes of action, or damages (and shall indemnify Broker (including firm and affiliated licensees) therefrom) arising out of or relating to: (a) Owner providing Broker incomplete and/or inaccurate information; (b) the handling of deposit money by anyone other than Broker (if such deposit money is entrusted to such person by Owner); or (c) any injury to persons on the Property and/or loss of or damage to the Property or anything contained therein.

Owner is responsible for compliance with state or federal law regarding usage of video or audio recording devices while marketing or showing the property. Owner should seek legal advice regarding their rights or limitations related to their actions.

16. INDEMNITY. Owner agrees to hold Broker harmless from all damage suits in connection with the leasing of the Property and from liability from injury suffered by an employee or other person whomsoever, and to carry, at his own expense, necessary public liability and worker's compensation insurance adequate to protect the interest of the parties hereto, which policies shall be so written as to protect Broker in the same manner and to the same extent they protect the Owner, and will name Broker as coinsured. Broker shall not be liable for any error of judgment or any mistake, in fact or in law, or for anything which it may do or refrain from doing hereinafter, except in cases of willful misconduct or gross negligence. Notwithstanding any other provisions to the contrary, Broker shall under no circumstances have any liability greater than the compensation actually paid to Broker hereunder including commissions, excluding any commission amount paid to a cooperating real estate broker, if any.

17. OTHER PROVISIONS.

A. Binding Effect, Entire Agreement, Modification, and Assignment. This Agreement shall be for the benefit of, and be binding upon, the parties hereto, their heirs, successors, legal representatives and permitted assigns. This Agreement may only be assigned with the written consent of both parties. This Agreement constitutes the sole and entire agreement between the parties hereto and no modification of this Agreement shall be binding unless signed by all parties or assigns to this Agreement. No representation, promise, or inducement not included in this Agreement shall be binding upon any party hereto. Any assignee shall fulfill all the terms and conditions of this Agreement.

B. Governing Law and Venue. This Agreement is intended as a contract for the lease listing of real property and shall be interpreted in accordance with the laws and in the courts of the State of Tennessee.

D. Terminology. As the context may require in this Agreement: (1) the singular shall mean the plural and vice versa; (2) all pronouns shall mean and include the person, entity, firm, or corporation to which they relate; (3) the masculine shall mean the feminine and vice versa; and (4) the term day(s) used throughout this Agreement shall be deemed to be calendar day(s) ending at 11:59 p.m. local time unless otherwise specified in this Agreement. Local time shall be determined by the location of Property.

F. Notices. Except as otherwise provided herein, all notices, including demands, offers, counteroffers, acceptances, and amendments required or permitted hereunder shall be in writing, signed by the party giving the notice and delivered to the party at the address set forth below (or at such other address as the party may provide in writing) either: (1) in person, (2) by an overnight delivery service, prepaid, (3) facsimile transmission (FAX) (provided that an original of the notice shall be promptly sent thereafter if so requested by the party receiving the same), (4) by the United States Postal Service, postage prepaid, registered or certified return receipt requested or (5) Email. The parties agree that a faxed or emailed signature of a party constitutes an original signature binding upon that party. Notice shall be deemed to have been given as of the date and time it is actually received. Notwithstanding the above, notice by FAX shall be deemed to have been given as of the date and time it is transmitted if the sending FAX produces a written confirmation with the date, time, and telephone number to which the notice was sent.

Email: _____

18. SPECIAL STIPULATIONS. The following Special Stipulations, if conflicting with any preceding section, shall control:

DRAFT

Version 01/01/2021

LEGAL DOCUMENTS: This is an important legal document creating valuable rights and obligations. If you have questions about it, you should review it with your attorney. Neither the Broker nor any Agent or Facilitator is authorized or qualified to give you any advice about the advisability or legal effect of its provisions.

NOTE: Any provisions of this Agreement which are preceded by a box "☐" must be marked to be a part of this Agreement. By affixing your signature below, you also acknowledge that you have reviewed each page and have received a copy of this Agreement.

The above proposition is hereby accepted at _____ o'clock ____ M. on the _____ day of _____, _____.

The party(ies) below have signed and acknowledge receipt of a copy.

BY: Broker or Licensee Authorized by Broker

BROKER/FIRM

_____ at _____ o'clock ☐ am/ ☐ pm

Date

Address

Phone: _____

Print/Type Name

Email: _____

The party(ies) below have signed and acknowledge receipt of a copy.

OWNER/SELLER

OWNER/SELLER

By: _____

By: _____

Title: _____

Title: _____

Entity: _____

Entity: _____

_____ at _____ o'clock ☐ am/ ☐ pm

_____ at _____ o'clock ☐ am/ ☐ pm

Date

Date

Address

Address

Phone: _____ (H) _____ (Cell)

Phone: _____ (H) _____ (Cell)

_____ (W) Email: _____

_____ (W) Email: _____

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COMMERCIAL PURCHASE AND SALE AGREEMENT

1. Purchase and Sale. For and in consideration of the mutual covenants herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned buyer

seller _____ (“Buyer”) agrees to buy and the undersigned
_____ (“Seller”) agrees to sell all that tract or
parcel of land, with such improvements as are located thereon, described as follows: All that tract of land known as:

(Address) _____ (City), Tennessee, _____ (Zip), as recorded in
_____ County Register of Deeds Office, _____ deed book(s), _____
page(s), and/or _____ instrument no. and as further described as:

_____ together with all fixtures, landscaping, improvements, and appurtenances, all being hereinafter collectively referred to as the “Property”, as more particularly described in Exhibit “A” or if Exhibit A is not attached as is recorded with the Register of Deeds of the county in which the Property is located and is made a part of this Commercial Purchase and Sale Agreement (“Purchase and Sale Agreement” or “Agreement”) by reference.

2. Purchase Price. The total purchase price for the Property shall be

_____ U.S. Dollars, (\$ _____)
 (“Purchase Price”), and is subject to all prorations and adjustments and shall be paid by Buyer at the Closing by cash, a Federal Reserve Bank wire transfer of immediately available funds, cashier’s check or certified check.

3. Earnest Money/Trust Money. Buyer has paid or will pay within _____ business days after the Binding Agreement Date, the sum of \$ _____ with _____ (“Holder”) located at _____ (Address of Holder). Additional Earnest Money/Trust Money, if any, to be tendered and applied as follows:

_____ This sum (“Earnest Money/Trust Money”) is to be applied as part of the Purchase Price at Closing.

A. Failure to Receive Earnest Money/Trust Money. In the event Earnest Money/Trust Money is not timely received by Holder or Earnest Money/Trust Money check or other instrument is not honored for any reason by the financial institution from which it is drawn, Holder shall promptly notify Buyer and Seller. Buyer shall have three (3) business days after notice to deliver good funds to Holder. In the event Buyer does not timely deliver good funds to Holder, this Agreement shall automatically terminate and Holder shall notify the parties of the same. Holder shall disburse Earnest Money/Trust Money only as follows:

- (a) at Closing to be applied as a credit toward Buyer’s Purchase Price;
- (b) upon a subsequent written agreement signed by Buyer and Seller; or
- (c) as set forth below in the event of a dispute regarding Earnest Money/Trust Money.

No party shall seek damages from Holder, nor shall Holder be liable for any such damages, and all parties agree to defend and hold harmless Holder for any matter arising out of or related to the performance of Holder’s duties hereunder.

B. Disputes Regarding Earnest Money/Trust Money. In the event Buyer or Seller notifies Holder of a dispute regarding disposition of Earnest Money/Trust Money that Holder cannot resolve, Buyer and Seller agree to interplead Earnest Money/Trust Money into a court of competent jurisdiction. Holder shall be reimbursed for, and may deduct from any funds interpleaded, its costs and expenses, including reasonable attorney’s fees. The prevailing party in the interpleader action shall be entitled to collect from the other party the costs and expenses reimbursed to Holder, and upon payment of

such funds into the court clerk's office, Holder shall be released from all further liability in connection with the funds delivered.

- 4. Inspection.** Prior to Closing, Buyer and Buyer's agents shall have the right to enter upon the Property at Buyer's expense and at reasonable times to inspect, survey, examine, and test the Property as Buyer may deem necessary as part of Buyer's acquisition of the Property. Buyer may, for a fee, obtain a septic system inspection letter from the Tennessee Department of Environment and Conservation, Division of Ground Water Protection. Buyer shall indemnify and hold Seller and all Brokers harmless from and against any and all claims, injuries, and damages to persons and/or property arising out of or related to the exercise of Buyer's rights hereunder. Buyer shall have _____ days after the Binding Agreement Date ("Due Diligence Period") to evaluate the Property, the feasibility of the transaction, the availability and cost of financing, and any other matter of concern to Buyer. During the Due Diligence Period, Buyer shall have the right to terminate this Agreement upon notice to Seller if Buyer determines, based on a reasonable and good faith evaluation of the above, that it is not desirable to proceed with the transaction, and Buyer will be entitled to a refund of the Earnest Money/Trust Money. Within _____ days after the Binding Agreement Date, Seller shall deliver to Buyer copies of the materials concerning the Property referenced in Exhibit "B" (collectively "Due Diligence Materials"), which materials shall be promptly returned by Buyer if Agreement does not Close for any reason. If Buyer fails to timely notify Seller that it is not proceeding with the transaction, Buyer shall waive its rights to terminate this Agreement pursuant to this paragraph.

5. Title.

- A. Warranties of Seller.** Seller warrants that at Closing Seller shall convey good and marketable, fee simple title to the Property to Buyer, subject only to the following exceptions ("Permitted Exceptions"):

- (1) Liens for ad valorem taxes not yet due and payable.
- (2) Those exceptions to which Buyer does not object or which Buyer waives in accordance with the Title Issues and Objections paragraph below. "Good and marketable, fee simple title" with respect to the Property shall be such title:
 - (a) as is classified as "marketable" under the laws of Tennessee; and
 - (b) as is acceptable to and insurable by a title company doing business in Tennessee ("Title Company"), at standard rates on an American Land Title Association Owner's Policy ("Title Policy").

- B. Title Issues and Objections.** Buyer shall have _____ days after the Binding Agreement Date to furnish Seller with a written statement of any title objections, UCC-1 or UCC-2 Financing Statements, and encroachments, and other facts affecting the marketability of the Property as revealed by a current title examination. Seller shall have _____ days after the receipt of such objections (the "Title Cure Period") to cure all valid title objections. Seller shall satisfy any existing liens or monetary encumbrances identified by Buyer as title objections which may be satisfied by the payment of a sum certain prior to or at Closing. Except for Seller's obligations in the preceding sentence, if Seller fails to cure any other valid title objections of Buyer within the Title Cure Period (and fails to provide Buyer with evidence of Seller's cure satisfactory to Buyer and to Title Company), then within five (5) days after the expiration of the Title Cure Period, Buyer may as Buyer's sole remedies: (1) rescind the transaction contemplated hereby, in which case Buyer shall be entitled to the return of Buyer's Earnest Money/Trust Money; (2) waive any such objections and elect to Close the transaction contemplated hereby irrespective of such title objections and without reduction of the Purchase Price; or (3) extend the Closing Date period for a period of up to fifteen (15) days to allow Seller further time to cure such valid title objections. Failure to act in a timely manner under this paragraph shall constitute a waiver of Buyer's rights hereunder. Buyer shall have the right to reexamine title prior to Closing and notify Seller at Closing of any title objections which appear of record after the date of Buyer's initial title examination and before Closing.

6. Closing.

- A. Closing Date.** This transaction shall be consummated ~~at the office of~~ _____ on _____, _____, (the "Closing Date") or at such other time ~~and place(s)~~ the parties may agree upon in writing.

B. Closing Agency for Buyer & Contact Information:

Closing Agency for Seller & Contact Information:

☐ Other: _____

1

10. Taxes and Prorations. Real estate taxes on the Property for the calendar year in which the Closing takes place shall be prorated as of 12:01 a.m. local time on the Closing Date. Seller shall be responsible (even after Closing) for paying all taxes (including previous reassessments) on the Property for the time period during which Seller owned the Property and shall indemnify the Buyer therefore. In addition, the following items shall also be prorated as of 12:01 a.m. local time on the Closing Date *[Select only those that apply to this transaction; the items not checked do not apply to this Agreement]*:

- | | | |
|---------------------------------------|--|---|
| <input type="checkbox"/> Utilities | <input type="checkbox"/> Service Contracts | <input type="checkbox"/> Tenant Improvement Costs |
| <input type="checkbox"/> Rents | <input type="checkbox"/> Leasing Commissions | <input type="checkbox"/> Other: _____ |
| <input type="checkbox"/> Other: _____ | | <input type="checkbox"/> Other: _____ |

11. Representations and Warranties.

A. Seller's Representations and Warranties. As of the Binding Agreement Date and the Closing Date, Seller represents and warrants to Buyer that Seller has the right, power, and authority to enter into this Agreement and to convey the Property in accordance with the terms and conditions of this Agreement. The persons executing this Agreement on behalf of Seller have been duly and validly authorized by Seller to execute and deliver this Agreement and shall have the right, power, and authority to enter into this Agreement and to bind Seller. Seller also makes the additional representations and warranties to Buyer, if any, as indicated on Exhibit "D".

B. Buyer's Representations and Warranties. As of the Binding Agreement Date and the Closing Date, Buyer represents and warrants to Seller that Buyer has the right, power, and authority to enter into this Agreement and to consummate the transaction contemplated by the terms and conditions of this Agreement. The persons executing this Agreement on behalf of Buyer have been duly and validly authorized by Buyer to execute and deliver this Agreement and shall have the right, power, and authority to enter into this Agreement and bind Buyer. Upon Seller's request, Buyer shall furnish such documentation evidencing signor's authority to bind Buyer.

12. Agency and Brokerage.

A. Agency.

- (1) In this Agreement, the term "Broker" shall mean a licensed Tennessee 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, the Tennessee Real Estate Broker License Act of 1973, as amended, and the Tennessee Real Estate Commission rules and regulations.
- (2) A Designated Agent is one who has been assigned by his/her Managing Broker and is working as an agent for the Seller or Buyer in a prospective transaction, to the exclusion of all other licensees in his/her company.
- (3) An Agent for the Seller or Buyer is a type of agency in which the licensee's company is working as an agent for the Seller or Buyer and owes primary loyalty to that Seller or Buyer.
- (4) A Facilitator relationship occurs when the licensee is not working as an agent for either party in this consumer's prospective transaction. A Facilitator may advise either or both of the parties to a transaction but cannot be considered a representative or advocate for either party. "Transaction Broker" may be used synonymously with, or in lieu of, "Facilitator" as used in any disclosures, forms or agreements. [By law, any licensee or company who has not entered into a written agency agreement with either party in the transaction is considered a Facilitator or Transaction Broker until such time as an agency agreement is established.]
- (5) A dual agency situation arises when an agent (in the case of designated agency) or a real estate firm (wherein the entire real estate firm represents the client) represents both the Buyer and Seller.
- (6) If one of the parties is not represented by a Broker, that party is solely responsible for their own interests, and that Broker's role is limited to performing ministerial acts for the unrepresented party.

B. Agency Disclosure.

- (1) The Broker, if any, working with the Seller is identified on the signature page as the "Listing Company"; and said Broker is (Select One. The items not selected are not part of this Agreement):
 - ☐ the Designated Agent for the Seller,
 - ☐ the agent for the Seller,
 - ☐ a Facilitator for the Seller, OR
 - ☐ a dual agent.
- (2) The Broker, if any, working with the Buyer is identified on the signature page as the "Selling Company", and said Broker is (Select One. The items not selected are not part of this Agreement):

- ☐ the Designated Agent for the Buyer,
- ☐ the agent for the Buyer,
- ☐ a Facilitator for the Buyer, OR
- ☐ a dual agent.

(3) **Dual Agency Disclosure.** *[Applicable only if dual agency has been selected above]* Seller and Buyer are aware that Broker is acting as a dual agent in this transaction and consent to the same. Seller and Buyer have been advised that:

1. In serving as a dual agent the Broker is representing two clients whose interests are, or at times could be, different or even adverse.
2. The 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 another client which is not otherwise required to be disclosed by law.
3. The Buyer and Seller do not have to consent to dual agency, and
4. The consent of the Buyer and Seller to dual agency has been given voluntarily and the parties have read and understand their brokerage engagement agreements.
5. Notwithstanding any provision to the contrary contained herein, Seller and Buyer each hereby direct Broker, if 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 unless otherwise prohibited by law.

(4) **Material Relationship Disclosure.** *[Required with dual Agency]* The Broker and/or affiliated licensees have no material relationship with either client except as follows: _____. A material relationship means one of a personal, familial or business nature between the Broker and affiliate licensees and a client which would impair their ability to exercise fair judgment relative to another client.

Seller Initials _____ Buyer Initials _____

C. Brokerage. Seller agrees to pay Listing Broker at Closing the compensation specified by separate agreement. The Listing Broker will direct the closing agency/attorney to pay the Selling Broker, from the commission received, an amount, if any, in accordance with the terms and provisions specified by separate agreement. The parties agree and acknowledge that the Brokers involved in this transaction may receive compensation from more than one party. All parties to this Agreement agree and acknowledge that any real estate firm involved in this transaction shall be deemed a third party beneficiary only for the purposes of enforcing their commission rights, and as such, shall have the right to maintain an action on this Agreement for any and all compensations due and any reasonable attorney's fees and court costs.

13. Disclaimer. It is understood and agreed that the real estate firms and real estate licensee(s) representing or assisting Seller or Buyer and their brokers (collectively referred to as "Brokers") are not parties to this Agreement and do not have or assume liability for the performance or nonperformance of Seller or Buyer. Buyer and Seller agree that Brokers shall not be responsible for any of the following, including but not limited to, those matters which could have been revealed through a survey, title search or inspection of the Property; the insurability of the Property or cost to insure the Property; for the condition of the Property, any portion thereof, or any item therein; for any geological issues present on the Property; for any issues arising out of Buyer's failure to physically inspect the Property prior to entering into this Agreement and/or Closing; for building products and construction techniques; for the necessity or cost of any repairs to the Property; for hazardous or toxic materials; for the tax or legal consequences of this transaction; for the availability, capability, and/or cost of utility, sewer, septic, or community amenities; for proposed or pending condemnation actions involving the Property; for applicable boundaries of school districts or other school information; for the appraised or future value of the Property; for any condition(s) existing off the Property which may affect the Property; for the terms, conditions and availability of financing; and for the uses and zoning of the Property whether permitted or proposed. Buyer and Seller acknowledge that Brokers are not experts with respect to the above matters and that they have not relied upon any advice, representations or statements of Brokers (including their firms and affiliated licensees) and waive and shall not assert any claims against Brokers (including their firms and affiliated licensees) involving same. Buyer and Seller understand that it has been strongly recommended that if any of these or any other matters concerning the Property are of concern to them, that they secure the services of appropriately credentialed experts and professionals of Buyer's or Seller's choice for the independent expert advice and counsel relative thereto. Buyer and Seller acknowledge that photographs, marketing

materials, and digital media used in the marketing of the property may continue to remain in publication after Closing. Buyer and Seller agree that Brokers shall not be liable for any uses of photographs, marketing materials or digital media of which the Broker is not in control.

- 14. Destruction of Property Prior to Closing.** If the Property is destroyed or substantially destroyed prior to Closing, Seller shall give Buyer prompt notice thereof, which notice shall include Seller's reasonable estimate of: (1) the cost to restore and repair the damage; (2) the amount of insurance proceeds, if any, available for the same; and (3) whether the damage will be repaired prior to Closing. Upon notice to Seller, Buyer may terminate this Agreement within seven (7) days after receiving such notice from Seller. If Buyer does not terminate this Agreement, Buyer shall be deemed to have accepted the Property with the damage and shall receive at Closing (1) any insurance proceeds which have been paid to Seller but not yet spent to repair the damage and (2) an assignment of all unpaid insurance proceeds on the claim. Buyer may request in writing, and Seller shall provide within five (5) business days, all documentation necessary to confirm insurance coverage and/or payment or assignment of insurance proceeds.

15. Other Provisions.

- A. Exhibits, Binding Effect, Entire Agreement, Modification, Assignment, and Binding Agreement Date.** This Agreement shall be for the benefit of, and be binding upon, the parties hereto, their heirs, successors, legal representatives and assigns. This Agreement constitutes the sole and entire agreement between the parties hereto and no modification of this Agreement shall be binding unless signed by all parties or assigns to this Agreement. No representation, promise, or inducement not included in this Agreement shall be binding upon any party hereto. Any assignee shall fulfill all the terms and conditions of this Agreement. It is hereby agreed by both Buyer and Seller that any real estate agent working with or representing either party shall not have the authority to bind the Buyer, Seller or any assignee to any contractual agreement unless specifically authorized in writing within this Agreement. The parties hereby authorize either licensee to insert the time and date of the receipt of notice of acceptance of the final offer and further agree to be bound by such as the Binding Agreement Date following the signatory section of this Agreement, or Counter Offer, if applicable.
- B. Survival Clause.** Any provision herein contained, which by its nature and effect, is required to be performed after Closing shall survive the Closing and delivery of the deed and shall remain binding upon the parties to this Agreement and shall be fully enforceable thereafter. Notwithstanding the above, the representations and warranties made in Exhibit "D" shall survive the Closing for a period of _____ after the date of Closing.
- C. Governing Law and Venue.** This Agreement is intended as a contract for the purchase and sale of real property and shall be interpreted in accordance with the laws and in the courts of the State of Tennessee.
- D. Time of Essence.** Time is of the essence in this Agreement.
- E. Terminology.** As the context may require in this Agreement: (1) the singular shall mean the plural and vice versa; (2) all pronouns shall mean and include the person, entity, firm, or corporation to which they relate; (3) the feminine shall mean the masculine and vice versa; and (4) the term day(s) used throughout this Agreement shall be deemed to be calendar day(s) ending at 11:59 p.m. local time unless otherwise specified in this Agreement. Local time is to be determined by the location of the Property. All references to time are deemed to be local time. **In the event a performance deadline**, other than the Closing Date (as defined in herein), Day of Possession (as defined herein), and Offer Expiration date (as defined herein), occurs on a Saturday, Sunday or legal holiday, the performance deadline shall be extended to the next following business day. Holidays as used herein are those days deemed federal holidays pursuant to 5 U.S.C. § 6103. In calculating any time period under this Agreement, the commencement day shall be the day following the initial date (e.g. Binding Agreement Date).
- F. Responsibility to cooperate.** Buyer and Seller agree to timely take such actions and produce, execute, and/or deliver such information and documentation as is reasonably necessary to carry out the responsibilities and obligations of this Agreement. Except as to matters which are occasioned by clerical errors or omissions or erroneous information, the approval of the Closing documents by the parties shall constitute their approval of any differences between this Agreement and the Closing. The Buyer and Seller agree that if requested after Closing they will correct any documents and pay any amounts due where such corrections or payments are appropriate by reason of mistake, clerical errors or omissions, or the result of erroneous information.
- G. Notices.** Except as otherwise provided herein, all notices and demands required or permitted hereunder shall be in writing and delivered either (1) in person, (2) by a prepaid overnight delivery service, (3) by facsimile transmission (FAX), (4) by the United States Postal Service, postage prepaid, registered or certified return receipt requested or (5) Email. **NOTICE** shall be deemed to have been given as of the date and time it is actually received. Receipt of

I. Equal Opportunity. This Property is being sold without regard to race, color, sex, religion, handicap, familial status, or national origin.

K. Severability. If any portion or provision of this Agreement is held or adjudicated to be invalid or unenforceable for any reason, each such portion or provision shall be severed from the remaining portions or provisions of this Agreement, and the remaining portions or provisions shall be unaffected and remain in full force and effect.

16. Exhibited 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, said exhibit or addendum shall control:

- 17. Special Stipulations.** The following Special Stipulations, if conflicting with any preceding paragraph, shall control:

☐ (Mark box if additional pages are attached.)

18. Method of Execution. The parties agree that signatures and initials transmitted by a facsimile, other photocopy transmittal, or by transmittal of digital signature as defined by the applicable State or Federal Law will be acceptable and may be treated as originals and that the final Commercial Purchase and Sale Agreement containing all signatures and initials may be executed partially by original signature and partially on facsimile, other photocopy documents, or by digital signature as defined by the applicable State or Federal Law.

19. Time Limit of Offer. This Offer may be withdrawn at any time before acceptance with Notice. Offer terminates if not countered or accepted by _____ o'clock ☐ a.m./ ☐ p.m. local time on the _____ day of _____, _____.

LEGAL DOCUMENTS: This is an important legal document creating valuable rights and obligations. If you have any questions about it, you should review it with your attorney. Neither the Broker nor any Agent or Facilitator is authorized or qualified to give you any advice about the advisability or legal effect of its provisions.

NOTE: Any provisions of this Agreement which are preceded by a box "☐" must be marked to be a part of this Agreement. By affixing your signature below, you also acknowledge that you have reviewed each page and have received a copy of this Agreement.

Buyer hereby makes this offer.

BUYER

By: _____

Title: _____

Entity: _____

_____ at _____ o'clock ☐ am/ ☐ pm

Offer Date

BUYER

By: _____

Title: _____

Entity: _____

_____ at _____ o'clock ☐ am/ ☐ pm

Offer Date

Seller hereby:

- ☐ **ACCEPTS** – accepts this offer.
☐ **COUNTERS** – accepts this offer subject to the attached Counter Offer(s).
☐ **REJECTS** this offer and makes no counter offer.

SELLER

By: _____

Title: _____

Entity: _____

_____ at _____ o'clock ☐ am/ ☐ pm

Date

SELLER

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393 **By:** _____
 394 **Title:** _____
 395 **Entity:** _____
 396 _____ at _____ o'clock ☐ am/ ☐ pm
 397 **Date**
 398

399 **Binding Agreement Date.** This instrument shall become a "Binding Agreement" on the date ("Binding Agreement Date")
 400 the last offeror, or licensee of offeror, receives notice of offeree's acceptance. Notice of acceptance of the final offer was
 401 received by _____ on _____ at _____ o'clock ☐ am/ ☐ pm

For Information Purposes Only:

 Listing Company

 Selling Company

 Independent Licensee

 Independent Licensee

 Licensee Email

 Licensee Email

 Licensee Cellphone No.

 Licensee Cellphone No.

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