**TAR Forms Index**
**As of 2/01/2014 Revision**

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REPAIR / REPLACEMENT PROPOSAL

NOTE: This form is for information and/or negotiation purposes only and IS NOT TO BE INCLUDED as part of the Purchase and Sale Agreement. Neither party shall be bound until there is a separate mutual written agreement executed by all parties. The Repair/Replacement Amendment may be used for purposes of the mutual written agreement on repairs/replacements.

Buyer has made any and all inspections available under the Inspection section of the Purchase and Sale Agreement with a Binding Agreement Date of __________ (“Agreement”) for the purchase of the real property commonly known as:

The parties hereby understand that they are required to negotiate repairs in good faith during the Resolution Period as set forth in the Agreement. Good faith negotiation includes but is not limited to timely communicating one’s position during the Resolution Period regarding any proposed repairs and/or replacements. The undersigned hereby proposes that the following written list of items be repaired and/or replaced with like quality or value in a professional and workmanlike manner. Upon request, either party shall submit a copy of any supporting documentation or any portion thereof substantiating any item listed.

LIST OF ITEMS TO BE REPAIRED AND/OR REPLACED (Please be specific about whether the items are to be repaired or replaced):

The above matters will be completed by Seller _____ days prior to Closing, as defined in the Agreement (the “Completion of Repairs Deadline”). Buyer and/or buyer’s inspectors or representatives shall have the right to re-inspect at that time to confirm that such matters have been repaired and/or replaced in a professional and workmanlike manner. Such inspection shall not limit Buyer’s right to conduct a Final Inspection as provided for in paragraph 9 of the Agreement.

NOTE: This form is for information and/or negotiation purposes only and IS NOT TO BE INCLUDED as part of the Purchase and Sale Agreement. Neither party shall be bound until there is a separate mutual written agreement executed by all parties. The Repair/Replacement Amendment may be used for purposes of the mutual written agreement on repairs/replacements.
REPAIR / REPLACEMENT AMENDMENT

In consideration of the mutual covenants herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties enter into this Repair / Replacement Amendment for purposes of amending the Purchase and Sale Agreement with a Binding Agreement Date of ________________ ("Agreement") for the purchase and sale of the real property commonly known as:

The Seller shall cause the following items to be replaced or repaired with like quality or value in a professional and workmanlike manner as the parties hereinafter agree. (Please be specific as to whether the items are to be repaired or replaced):

Seller agrees to complete the above matters _____ days prior to Closing as provided in the Agreement ("Completion of Repairs Deadline") at which time Buyer and/or Buyer’s inspectors or representatives shall have the right to re-inspect to confirm that such matters have been completed. Such inspection shall not limit Buyer’s right to conduct a Final Inspection as provided for in paragraph 9 of the Agreement.

It is agreed by the parties hereto that all of the other terms and conditions of the aforementioned Agreement shall remain in full force and effect other than as specifically modified herein.

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

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

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NOTE: This form is provided by TAR 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 TAR logo in conjunction with any form other than standardized forms created by TAR 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.
NOTIFICATION

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

2. This NOTICE is hereby tendered in accordance with the provisions of that certain Purchase and Sale Agreement made between the parties below with a Binding Agreement Date of ________________________, for the purchase and sale of real property located at: _________________________________.

CHECK THE BOX(ES) THAT APPLY:

3. □ 1. Appraised value did not equal or exceed the Purchase Price. Buyer is exercising the right to terminate and hereby requests refund of Earnest Money. See a copy of proof that appraised value did not equal or exceed Purchase Price (for example, this written proof could include, but is not limited to, a copy of appraisal or a signed letter from Lender).

4. □ 2. 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. See attached Lender’s loan denial letter.

5. □ 3. 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 appraisal and credit report. Lender’s name and contact information is:

6. □ 4. Buyer has changed lenders and is notifying Seller that the new Lender’s name and contact information is:

7. □ 5. 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 appraisal and credit report.

8. □ 6. Buyer warrants and represents the following:

   □ all required Lender deposits, including appraisal cost and credit report, have been paid and Buyer has provided the attached supporting documentation (e.g. cancelled check, receipt from Lender, letter from loan originator, etc.); and/or

   □ Buyer has available funds to close per Lender and/or loan originator estimates (e.g. the Good Faith Estimate).

9. □ 7. This is Seller’s written demand for Buyer to provide the following warranties and representations:

   □ all required Lender deposits, including appraisal cost and credit report, have been paid and to provide the attached supporting documentation (e.g. cancelled check, receipt from Lender, letter from loan originator, etc.);

   □ Buyer has available funds to close per Lender and/or loan originator estimates (e.g. the Good Faith Estimate).

10. □ 8. Buyer is furnishing proof of available funds in the following manner: ____________________________. Documentation attached.

11. □ 9. Holder has advised that the Earnest Money Check or other instrument has been dishonored. Buyer has failed to timely deliver immediately available funds following notice by Holder. Seller is hereby exercising his right to terminate Agreement.
10. Holder has advised that the Earnest Money has not been timely received as required pursuant to the Earnest Money paragraph. Buyer has failed to timely deliver immediately available funds following notice by Holder. Seller is hereby exercising his right to terminate Agreement.

11. 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.

12. 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.

13. 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 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 to the Buyer. Buyer is hereby providing a list of written specified objections which Buyer has discovered in good faith. As additional consideration for Buyer’s right to terminate, Buyer shall deliver to Seller or Seller’s representative, upon Seller’s request, a copy of all inspection reports pursuant to the Agreement.

LIST OF SPECIFIED OBJECTIONS:

14. 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 their rights under the Final Inspection paragraph of the Purchase and Sale Agreement;

15. 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.

16. 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

NOTE: This form is provided by TAR 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 TAR logo in conjunction with any form other than standardized forms created by TAR 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.
EARNEST MONEY DISBURSEMENT AND MUTUAL RELEASE
OF PURCHASE AND SALE AGREEMENT

1. Buyer: ___________________________________________________________ 

2. Seller: ___________________________________________________________ 

3. Property: _________________________________________________________ 

4. Earnest Money Amount: ___________________________ ($ ____________) 

5. Holder of Earnest Money: ___________________________________________

Buyer(s) shall release Seller(s) from all terms of a certain Purchase and Sale Agreement, with a Binding Agreement Date of _______ , ("Agreement"), and said Seller(s) agree to release Buyer(s) from all terms of the Agreement. Further, both Seller(s) and Buyer(s) do hereby agree to the cancellation and termination of said Agreement and that in consideration of mutual promises and conditions herein contained, the receipt and sufficiency of which is hereby acknowledged, Buyer(s), Seller(s) and Broker(s) (including all Licensees connected herewith) do hereby jointly and severally release one another from all claims of every kind and character arising from or connected with the foregoing Agreement on the above Property. If applicable, Buyer(s) have provided Seller(s) with any requested documentation which supports Buyer’s right to terminate pursuant to any specific Buyer’s contingency contained within the Agreement. This Release shall be binding upon and shall be effective for the benefit of any successors, heirs, and/or assignees of all parties.

EARNEST MONEY IS BEING DISBURSED AS FOLLOWS ("Check any that apply"): 

☐ 1. Forfeited by Buyer(s) and paid to Seller(s) as defined in the Purchase and Sale Agreement.

☐ 2. Returned to Buyer(s) for the following reason(s):
   ☐ a. unable to obtain financing as per Purchase and Sale Agreement – Lender’s loan denial letter attached.
   ☐ b. did not remove contingency upon notice of second acceptable Purchase and Sale Agreement pursuant to the Seller’s Right to Continue to Market Property Addendum.
   ☐ c. Seller unable to provide good title.
   ☐ d. Purchase and Sale Agreement contingency pertaining to ________________________________ was not satisfied.
   ☐ e. inspection contingencies.
   ☐ f. other: ________________________________

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

   Name: ________________________________ Amount: $ ____________ 

   Name: ________________________________ Amount: $ ____________ 

   Name: ________________________________ Amount: $ ____________ 

   Name: ________________________________ Amount: $ ____________ 

Copyright 2002 © Tennessee Association of Realtors®
F30 – Earnest Money Disbursement and Mutual Release of Purchase and Sale Agreement, Page 1 of 2   Version 02/01/2014
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 Release.

This Release shall become binding when signed by all parties.

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

BUYER

Date

Managing Broker – Selling Firm

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

SELLER

Date

Managing Broker – Listing Firm

DISBURSEMENT AUTHORIZED BY HOLDER:

Holder Signature

DATE: at o’clock □ am/ □ pm
NOTIFICATION OF
CHANGE IN STATUS OR AGENCY RELATIONSHIP

1 Every real estate licensee is required to disclose his or her agency status in a real estate transaction to any buyer or seller who is not represented by an agent and with whom the licensee is working directly in the transaction. Copies of this confirmation must be provided to any signatory thereof. If the licensee’s agency relationship changes at any time during the course of a real estate transaction, that agent is required to immediately notify any other licensees and any parties to the transaction of this change in agency relationship. The following serves as a written confirmation of any change in status or agency relationship by this Licensee (or Licensee’s real estate company):

7 The real estate transaction involving the property located at:

9 and involving the following parties: ___________________________ (“Seller” which includes landlord as applicable) and/or ___________________________ (“Buyer” which includes tenant as applicable).

I. PREVIOUS STATUS OR AGENCY RELATIONSHIP:

Licensee to select the Status or Agency Relationship previously disclosed by Licensee on the original Confirmation of Agency Status Form or immediately preceding Notification of Change in Status or Agency Relationship:

☐ Agent for the Seller
☐ Designated Agent for the Seller
☐ Transaction Broker or Facilitator

☐ Agent for the Buyer
☐ Designated Agent for the Buyer
☐ Disclosed Dual Agent (for both parties) with the consent of both the Buyer and the Seller

II. CHANGE TO STATUS OR AGENCY RELATIONSHIP:

Licensee to select ONE of the following options to describe his/her New Status or Agency Relationship in this Transaction:

☐ Agent for the Seller
☐ Designated Agent for the Seller
☐ Transaction Broker or Facilitator

☐ Agent for the Buyer
☐ Designated Agent for the Buyer
☐ Disclosed Dual Agent (for both parties) with the consent of both the Buyer and the Seller

This form is intended to notify a buyer, seller, and/or any other licensee in transaction of a change in status or agency relationship of a real estate agent. This document also serves as confirmation that the licensee’s Agency or Transaction Broker status was communicated orally before any real estate services were provided and also serves as a statement acknowledging that the buyer or seller, as applicable, was informed that any complaints alleging a violation or violations of Tenn. Code Ann. § 62-13-312 must be filed within the applicable statute of limitations for such violation set out in Tenn. Code Ann. § 62-13-313(e) with the Tennessee Real Estate Commission, 500 James Robertson Parkway, Nashville, TN 37243, PH: (615) 741-2273. This notice by itself, however, does not constitute an agency agreement or establish any agency relationship.

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Version 2/01/2014
The following signatures constitute acknowledgment of receipt of this Notification of Change in Status or Agency Relationship disclosure by the Realtor® acting as Agent/Broker OR other status of Seller/Landlord and/or Buyer/Tenant listed above pursuant to the National Association of Realtors® Code of Ethics and Standards of Practice.

<table>
<thead>
<tr>
<th>Seller Signature</th>
<th>Date</th>
<th>Buyer Signature</th>
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<tbody>
<tr>
<td>Seller Signature</td>
<td>Date</td>
<td>Buyer Signature</td>
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<table>
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<tr>
<th>Listing Licensee</th>
<th>Date</th>
<th>Selling Licensee</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Listing Company</td>
<td>Date</td>
<td>Selling Company</td>
<td>Date</td>
</tr>
</tbody>
</table>

NOTE: This form is provided by TAR 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 TAR logo in conjunction with any form other than standardized forms created by TAR 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.
WORKING WITH A REAL ESTATE PROFESSIONAL

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”):

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 any 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 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 a referral or the fact that a referral fee may be received.

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:

8. 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;

9. 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

10. 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 above duties contained in 10. above, 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.
AN EXPLANATION OF TERMS

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.]

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.

Agent for the Buyer.

The Licensee’s company is working as an agent for the prospective buyer, owes primary loyalty to the buyer, and will work as an advocate for the best interests of the buyer. An agency relationship of this type cannot, by law, be established without a written buyer agency agreement.

Disclosed Dual Agent (for both parties).

Refers to a situation in which the Licensee has agreements to provide services as an agent to more than one 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.

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.

Designated Agent for the Buyer.

The individual Licensee that has been assigned by his/her 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 the 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 of this type cannot, by law, be established without a written agency agreement.

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.

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 an 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.

Unrepresented Party Signature
Unrepresented Party Signature
Date
Date
Real Estate Licensee
Real Estate Company
Date
Date

NOTE: This form is provided by TAR 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 TAR logo in conjunction with any form other than standardized forms created by TAR 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.
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, the undersigned

Firm/Broker of ("Client" or "Buyer") hereby employs the
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 this 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.

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 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 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
CONFIRMATION OF AGENCY STATUS

Every real estate licensee is required to disclose his or her agency status in a real estate transaction to any buyer or seller who is not represented by an agent and with whom the Licensee is working directly in the transaction. The purpose of this Confirmation of Agency Status is to acknowledge that this disclosure occurred. Copies of this confirmation must be provided to any signatory thereof. As used below, "Seller" includes sellers and landlords; "Buyer" includes buyers and tenants. Notice is hereby given that the agency status of this Licensee (or Licensee's company) is as follows in this transaction:

The real estate transaction involving the property located at:

PROPERTY ADDRESS

<table>
<thead>
<tr>
<th>SELLER NAME:</th>
<th>BUYER NAME:</th>
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</thead>
<tbody>
<tr>
<td>LICENSEE NAME:</td>
<td>LICENSEE NAME:</td>
</tr>
</tbody>
</table>

in this consumer's current or prospective transaction is serving as:

☐ Transaction Broker or Facilitator.  
☐ Sell er is Unrepresented.  
☐ Agent for the Seller.  
☐ Designated Agent for the Seller.  
☐ Disclosed Dual Agent (for both parties),  
with the consent of both the Buyer and the Seller in this transaction.

☐ Transaction Broker or Facilitator.  
☐ Buyer is Unrepresented.  
☐ Agent for the Buyer.  
☐ Designated Agent for the Buyer.  
☐ Disclosed Dual Agent (for both parties),  
with the consent of both the Buyer and the Seller in this transaction.

This form was delivered in writing, as prescribed by law, to any unrepresented buyer prior to the preparation of any offer to purchase, OR to any unrepresented seller prior to presentation of an offer to purchase; OR (if the Licensee is listing a property without an agency agreement) prior to execution of that listing agreement. This document also serves as confirmation that the Licensee’s Agency or Transaction Broker status was communicated orally before any real estate services were provided and also serves as a statement acknowledging that the buyer or seller, as applicable, was informed that any complaints alleging a violation or violations of Tenn. Code Ann. § 62-13-312 must be filed within the applicable statute of limitations for such violation set out in Tenn. Code Ann. § 62-13-313(e) with the Tennessee Real Estate Commission, 710 James Robertson Parkway, 3rd Floor, Nashville, TN 37232, PH: (615) 741-2273. This notice by itself, however, does not constitute an agency agreement or establish any agency relationship.

By signing below, parties acknowledge receipt of confirmation of Agency relationship disclosure by Realtor® acting as Agent/Broker OR other status of Seller/Landlord and/or Buyer/Tenant pursuant to the National Association of Realtors® Code of Ethics and Standards of Practice.

Seller Signature | Date  
-----------------|------
Seller Signature | Date  
Listing Licensee | Date  
Listing Company | Date  

Buyer Signature | Date  
-----------------|------
Buyer Signature | Date  
Selling Licensee | Date  
Selling Company | Date  

NOTE: This form is provided by TAR 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 TAR logo in conjunction with any form other than standardized forms created by TAR 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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F1(c) – Confirmation of Agency Status, Page 1 of 1
Version 2/01/2014
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, and

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”):
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; and
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;
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 subparagraph 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 the following to Client prior to the execution of this Agreement:
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.

Broker is authorized to accept a deposit of earnest money to be applied to the purchase price for a property. Such deposit is to be held by Broker in an escrow 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; 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 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.

8. EXPERT ASSISTANCE.
While Broker and the Licensees associated with Broker have considerable general knowledge, 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. Names or sources provided to Client for such advice or assistance 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. In the event a performance deadline 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.

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, 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 paragraph, shall control:

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<th>BY: Broker or Licensee Authorized by Broker</th>
<th>BROKER/FIRM</th>
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The party(ies) below have signed and acknowledge receipt of a copy.

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NOTE: This form is provided by TAR 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 TAR logo in conjunction with any form other than standardized forms created by TAR 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.
PERSONAL INTEREST DISCLOSURE & CONSENT

On occasion, a real estate licensee may become involved in a real estate transaction BOTH as a licensed real estate professional AND as a party — directly or indirectly — to the transaction. The Real Estate Broker Licensing Act requires that a licensee’s personal interest in any transaction be disclosed. Further, said Act requires the written consent of all parties to a transaction with regard to certain personal interests.

As used below:

- “Buyer” shall mean Buyer or Tenant.
- “Seller” shall mean Seller or Landlord.

DISCLOSURE AND CONSENT AS TO LICENSEE’S PERSONAL INTEREST:

[Pursuant to Section 62-13-403(7)(A) of the Tennessee Real Estate Broker Licensing Act, a licensee shall:

“Not engage in self-dealing nor act on behalf of a licensee’s immediate family, or on behalf of any other individual, organization or business entity in which the licensee has a personal interest without prior disclosure of such interest and the timely written consent of all parties to the transaction.”]

1. Nature of Interest. [Licensee to disclose nature of personal interest by checking appropriate box(es) below.] Licensee __________________________ has a personal interest with regard to the sale of the property located at __________________________.

The licensee’s personal interest is as follows:

- □ the licensee is the seller/owner of this property.
- □ an immediate family member of the licensee is the seller of the property.
- □ any other individual, organization or business entity in which the licensee has a personal interest is the seller of the property.
- □ the licensee is a prospective buyer of the property.
- □ an immediate family member of the licensee is the prospective buyer of the property.
- □ any other individual, organization or business entity in which the licensee has a personal interest is a prospective buyer of the property.
- □ other __________________________.

2. Consent of Continued Involvement. Buyer and Seller consent to the undersigned licensee’s continued involvement in the subject transaction.

Shall Be Signed by Licensee, Buyer and Seller Prior to Execution of a Real Estate Contract:

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

LICENSEE                          FIRM/OFFICE

_________________________________  ADDRESS: ________________

at __________ o’clock □ am/ □ pm

DATE: ____________________________

PHONE: __________________________

FAX: ____________________________

EMAIL: __________________________

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

BUYER                          BUYER

_________________________________  ___________________________________

at __________ o’clock □ am/ □ pm  at __________ o’clock □ am/ □ pm

DATE: ____________________________  DATE: ____________________________

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

SELLER                        SELLER

_________________________________  ___________________________________

at __________ o’clock □ am/ □ pm  at __________ o’clock □ am/ □ pm

DATE: ____________________________  DATE: ____________________________

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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

[Signature] ("Buyer") agrees to buy and the

[Signature] ("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 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 (but excluding flat screen TVs); antennae and satellite dishes (excluding components); and central vacuum systems and attachments.

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 at Buyer’s expense and paid to Seller or Seller’s Closing Agency in immediately available funds in the form of one of the following:

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);

iii. a check issued by the State of Tennessee or a political subdivision thereof;

iv. a check issued by an instrumentality of the United States organized and existing under the Farm Credit Act of 1971; OR

v. in other such form as is approved in writing by Seller.

A. 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 appraised value is equal to or exceeds Purchase Price, this contingency is satisfied. If the appraised value of the Property does not equal or exceed the Purchase Price, Buyer may terminate this Agreement by providing written notice to the Seller and providing written proof of the same (for example, this written proof could include, but is not limited to, a copy of appraisal or a signed letter from Lender) via the Notification form or equivalent written notice. Upon termination, Buyer is entitled to refund of the Earnest Money.

B. Closing Costs and Discount Points.

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 from any and all associations, 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; and notary fee on deed. 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 paragraph 4.E.; 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 and notary fees.

3. Title Expenses. Cost of title search or abstract, mortgagee’s policy and owner’s policy shall be paid as follows:

Buyer to receive benefit of simultaneous issue.

Not all of the above items are applicable to every transaction and may be modified as follows:

________________________________________________________
Closing Agency for Buyer:

________________________________________________________
Closing Agency for Seller:

________________________________________________________
Title Company:

or other Closing Agency as mutually agreed by Seller and Buyer.

C. 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 the event Buyer, having acted in good faith and in accordance with the terms below, is unable to obtain financing, Buyer may terminate this Agreement by providing written notice and a copy of Lender’s loan denial letter via the Notification form or equivalent written notice. Upon termination, Buyer is entitled to a refund of the Earnest 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):

- Conventional Loan
- FHA Loan; attach addendum
- VA Loan; attach addendum
- 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 five (5) days after the Binding Agreement Date, Buyer shall make application for the loan. 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 and appraisal 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. all required Lender deposits, including appraisal cost and credit report, have been paid as evidenced by supporting documentation (e.g. cancelled check, receipt from Lender, letter from loan originator, etc.); and
   b. Buyer has available funds to Close per estimates of Lender / loan originator.

(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 2.C.(1) and/or 2.C.(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.

THIS BOX MUST BE CHECKED IN ORDER FOR IT TO BE A PART OF THIS AGREEMENT.

☐ Financing Contingency Waived (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. Failure to Close due to lack of funds shall be considered default by Buyer.

3. Earnest Money. Buyer has paid or will pay within _____ days after the Binding Agreement Date to __________________________ (name of Holder) (“Holder”) located at __________________________ (address of Holder), an Earnest Money deposit of $__________ by check (OR ______________________________________________________) (“Earnest Money”).

A. Failure to Receive Earnest Money. In the event Earnest Money is not timely received by Holder or Earnest 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. Buyer shall then have one (1) day to deliver Earnest Money in immediately available funds to Holder. In the event Buyer does not deliver such funds, 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 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 upon Receipt by Holder. Earnest Money is to be deposited promptly after the Binding Agreement Date or the agreed upon delivery date in this Earnest Money paragraph or as specified in the Special Stipulations paragraph contained at paragraph 18 herein. Holder shall disburse Earnest 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;
   (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 interpled, 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 paragraph. Earnest 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):
   □ with delivery of warranty deed and payment of Purchase Price;
   OR
   □ on __________________________ at ________ o’clock □ am/ □ pm, local time;
   □ Occupancy Agreement Attached.

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. 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:

D. 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.

E. Association Fees. Buyer shall be responsible for all homeowner or condominium association transfer fees, related administration fees, 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.

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. Deed is to be made in the name of __________________________

The manner in which Buyer takes title determines ownership and survivorship rights. It is the Buyer’s responsibility to consult the closing agency or attorney prior to Closing.
6. Seller's Property Disclosure. Pursuant to the requirements of the Tennessee Residential Property Condition Disclosure Act at Tenn. Code Ann. § 66-5-201, et seq. as amended, a Property Condition Disclosure Statement, Exemption, or if Buyer waives Disclosure, a Disclaimer, has been or will be provided prior to the Binding Agreement Date.

7. Lead-Based Paint Disclosure (Select the appropriate box below. Items not selected are not part of this Agreement).

☐ 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 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 paragraph 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. 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 Paragraph 8, and in such case shall accept the Property in its current condition, normal wear and tear excepted.

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.

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 Subparagraph 8.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 said notice Buyer shall either:

(1) furnish Seller with a list of written specified objections and immediately terminate this Agreement via the Notification form or equivalent written notice, provided Buyer has conducted a Home Inspection or other inspection(s) as allowed herein, and in good faith discovers matters objectionable to Buyer within the scope of such inspection(s). As additional consideration for Buyer's right to terminate, Buyer shall deliver to Seller or Seller's representative, upon Seller's request, a copy of all inspection reports. All Earnest 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. 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 parties agree to negotiate repairs in good faith 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.

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 Paragraph 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 no later than ____ days 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. 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; 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.

11. 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 compensation due and any reasonable attorney’s fees and court costs.

12. Default. Should Buyer default hereunder, the Earnest 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 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.
13. 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: __________________________________________ (Real Estate Company)

Ordered by: __________________________________________

☐ Home Protection Plan waived.


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 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 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 (paragraph 4), Date of Possession (paragraph 4), Completion of Repair Deadline (Repair/Replacement Amendment), and Offer Expiration Date (paragraph 20), 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 to Buyer.

I. Equal Housing. This Property is being sold without regard to race, color, 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.

K. 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.
L. Other. In further consideration of Buyer's right to legally, properly and in good faith invoke a right to terminate this Agreement pursuant to any specific Buyer contingency as stated herein, Buyer agrees, upon Seller's request, to provide Seller or Seller's representative with copies of any supporting documentation which supports Buyer's right to exercise said contingency, the sufficiency and adequacy of said additional consideration being acknowledged. Any such supporting documents shall be provided for Seller's benefit only and Seller shall not disseminate the same to third parties. However, Buyer shall not be required to provide any documents to Seller in violation of any confidentiality agreement or copyright protection laws, if applicable.

15. Buyer's Additional Due Diligence. If any of the matters below are of concern to Buyer, Buyer should address the concern by specific contingency in the Special Stipulations Paragraph 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. 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.]

C. 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.]

D. 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.

16. Seller's Additional Obligations. If Seller has any knowledge of an exterior injection well and/or a percolation test or soil absorption rate on the Property, Seller shall be obligated to counter this offer by disclosure of the existence of the above including any tests and reports unless disclosure has already been received and acknowledged in writing by Buyer. Seller shall also disclose in the same manner whether 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. Seller shall also be obligated to counter this offer to disclose if the Property is located in a Planned Unit Development (PUD) as defined pursuant to Tenn. Code Ann. § 66-5-213 unless said disclosure has already been received in writing and acknowledged by Buyer. If the Property is in a PUD, Seller agrees to make available copies of the development's restrictive covenants, homeowner bylaws, and master deed to Buyer upon request.

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

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

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 “o” 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.

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<th>BUYER</th>
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<td>Offer Date</td>
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<td>at _______ o’clock □ a.m. □ p.m.</td>
<td>at _______ o’clock □ a.m. □ p.m.</td>
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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.

<table>
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<th>SELLER</th>
<th>SELLER</th>
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<td>Date</td>
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<td>at _______ o’clock □ a.m. □ p.m.</td>
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Binding Agreement Date. This instrument shall become a “Binding Agreement” on the date (“Binding Agreement Date”) the last offeror, or licensee of the offeror, receives notice of offeree’s acceptance.

Notice of acceptance of the final offer was received on the _______ day of __________, _______ at _______ o’clock □ a.m. □ p.m.

by ___________________________________________ (Name).

For Information Purposes Only:

Listing Company

Selling Company

Independent Licensee

Independent Licensee

Licensee Email

Licensee Email

NOTE: This form is provided by TAR 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 TAR logo in conjunction with any form other than standardized forms created by TAR 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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Version 02/01/2014
COUNTER OFFER # __________

This is a Counter Offer from □ Seller to Buyer OR □ Buyer to Seller

The undersigned agree to and accept the Purchase and Sale Agreement with an offer date of __________ for the purchase of real property commonly known as:

__________________________________________________________________________________________

Address, City, State, Zip

With the following exceptions:

__________________________________________________________________________________________

__________________________________________________________________________________________

__________________________________________________________________________________________

__________________________________________________________________________________________

__________________________________________________________________________________________

ALL OTHER TERMS AND CONDITIONS OF THE ORIGINAL ATTACHED PURCHASE AND SALE AGREEMENT ARE ACCEPTABLE TO THE UNDERSIGNED. ALL TERMS AND CONDITIONS PROPOSED IN PREVIOUS COUNTER OFFERS, IF ANY, ARE NOT INCLUDED IN THIS COUNTER OFFER UNLESS RESTATED HEREIN.

This Counter Offer form will not be a part of the Purchase and Sale Agreement and be binding until accepted and signed by all parties.

Until notice of acceptance is delivered the subject Property is still on the market for sale, and this offer may be revoked at any time with notice, and the Property may be sold to any other party.

Time Limit of Offer: This Offer may be withdrawn at any time before acceptance with notice. Offer terminates if not accepted by __________ o’clock □ am/ □ pm, local time, on the _____ day of __________, __________.

__________________________________________________________________________________________

Seller/Buyer (Party making counter offer) DATE						

Seller/Buyer (Party making counter offer) DATE

The undersigned has received and

□ ACCEPTED this offer

□ REJECTED this offer

□ COUNTERED this offer with Counter Offer # __________

__________ o’clock □ am/ □ pm; this ______ day of __________, __________.

__________________________________________________________________________________________

Seller/Buyer (Responding Party)

Seller/Buyer (Responding Party)

Binding Agreement Date. This instrument shall become a “Binding Agreement” on the date (“Binding Agreement Date”) the last offeror, or licensee of offeror, receives notice of offeree’s acceptance. Notice of acceptance of the final offer was received on the ______ day of __________, __________, at ______ by ______.

Note: This form is provided by TAR 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 TAR logo in conjunction with any form other than standardized forms created by TAR 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.
LOT/LAND 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 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 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. LEASED ITEMS. Leased items that remain with the Property (e.g. billboards, irrigation 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.

B. FUEL. Fuel, if any, will be adjusted and charged to Buyer and credited to Seller at Closing.

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 Lot/Land Purchase and Sale Agreement (hereinafter "Purchase and Sale Agreement" or "Agreement"). The purchase price to be paid is: $ (Select one. The sections not checked are not a part of this Agreement.):

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);
iii. a check issued by the State of Tennessee or a political subdivision thereof;
iv. a check issued by an instrumentality of the United States organized and existing under the Farm Credit Act of 1971; OR
v. in other such form as is approved in writing by Seller.

This price is based (Select one. The sections not checked are not a part of this Agreement.):

i. for entire Property as a tract, and not by the acre OR
ii. per acre with the Purchase Price to be determined by the actual amount of acreage of the Property, $ per acre based on a current or mutually acceptable survey OR
iii. for entire Property as a tract but with the Purchase Price to be adjusted upward or downward at $ per acre in the event the actual amount of acreage of the Property based on a current or mutually acceptable survey should vary more or less than acre(s) from the estimated acreage.

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Version 02/01/2014
A. 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 appraised value is equal to or exceeds the Purchase Price, this contingency is satisfied. If the appraised value of the Property does not equal or exceed the Purchase Price, the Buyer may terminate this Agreement by providing written notice to the Seller and providing written proof of the same (for example, this written proof could include, but is not limited to, a copy of appraisal or a signed letter from Lender) via the Notification form or equivalent written notice. Upon termination, Buyer is entitled to a refund of the Earnest Money.

B. Closing Costs and Discount Points.

1. Seller Expenses. Seller shall pay all existing loans 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 from any and all associations, 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; and notary fee on deed. 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; 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 and notary fees.

3. Title Expenses. Cost of title search or abstract, mortgagee’s policy and owner’s policy shall be paid as follows:

Buyer to receive benefit of simultaneous issue.

Not all of the above items are applicable to every transaction and may be modified as follows:

Closing Agency for Buyer:

Closing Agency for Seller:

Title Company:

or other Closing Agency as mutually agreed by Seller and Buyer.

C. 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 the event Buyer, having acted in good faith and in accordance with the terms below, is unable to obtain financing, Buyer may terminate this Agreement by providing written notice and a copy of Lender’s loan denial letter via the Notification form or equivalent written notice. Upon termination, Buyer is entitled to a refund of the Earnest 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):

- Conventional Loan
- VA Loan; attach addendum
- FHA Loan; attach addendum
- 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 five (5) days after the Binding Agreement Date, Buyer shall make application for the loan and instruct Lender to order credit report and appraisal. 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 and appraisal 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. all required Lender deposits, including appraisal cost and credit report, have been paid as evidenced by supporting documentation (e.g., cancelled check, receipt from Lender, letter from loan originator, etc.);
   and
   b. Buyer has available funds to Close per estimates of Lender / loan originator.

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 2.C.(1) and/or 2.C.(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.

**THIS BOX MUST BE CHECKED IN ORDER FOR IT TO BE A PART OF THIS AGREEMENT.**

- Financing Contingency Waived (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. Failure to Close due to lack of funds shall be considered default by Buyer.

3. Earnest Money. Buyer has paid or will pay within _____ days after the Binding Agreement Date to (name of Holder) (“Holder”) located at (address of Holder), an Earnest Money deposit of $_____ by check (OR __________) (“Earnest Money”).

- A. Failure to Receive Earnest Money. In the event Earnest Money is not timely received by Holder or Earnest Money check or other instrument is not honored, for any reason 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. Buyer shall then have one (1) day to deliver Earnest Money in immediately available funds to Holder. In the event Buyer does not deliver such funds, 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 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 upon Receipt by Holder. Earnest Money is to be deposited promptly after the Binding Agreement Date or the agreed upon delivery date in this Earnest Money paragraph or as specified in the Special Stipulations paragraph contained at paragraph 15 herein. Holder shall disburse Earnest 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;

(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 paragraph. Earnest 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 Association Fees.

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"). All parties agree to the 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): 

      □ with delivery of warranty deed and payment of Purchase Price;

      OR

      □ on ______________ at __________ o’clock □ am/ □ pm, local time;

      □ Occupancy Agreement Attached;

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

D. Association Fees. Buyer shall be responsible for all homeowner or condominium association transfer fees, related administration fees, capital expenditures/contributions incurred due to the transfer of the 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 the Closing Date, Buyer 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 a refund of Earnest 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.** Deed to be made in the name of

The manner in which Buyer takes title determines ownership and survivorship rights. It is Buyer's responsibility to consult the closing agency or attorney prior to Closing.

6. **Inspections and other requirements made a part of this Agreement.**

   **ALL INSPECTIONS ARE TO BE MADE AT BUYER'S EXPENSE.**

   Buyer, its inspectors and/or representatives shall have the right and responsibility to enter the Property during normal business hours for the purpose of making inspections and/or tests. Buyer agrees to indemnify Seller for the acts of themselves, their inspectors and/or representatives in exercising their rights under this paragraph. Buyer's obligations to indemnify Seller shall also survive the termination of this Agreement by either party, which shall remain enforceable. Buyer shall make such inspections as indicated in this paragraph and either accept the Property in its present condition by written notice to Seller or terminate the Agreement as provided for in each section marked below.

[Select any or all of the following stipulations. Unselected items are not a part of this Agreement.]

- **A. Feasibility Study.** Buyer shall have the right to review all aspects of the Property, including but not limited to, all governmental, zoning, soil and utility service matters related thereto. If Buyer provides a copy of the review reports along with written notification to Seller and/or Seller's Broker within ________ days after Binding Agreement Date that Buyer is not satisfied with the results of such review, then this Agreement shall automatically terminate and Broker shall promptly refund the Earnest Money to Buyer. If Buyer fails to provide report and notice, then this contingency shall be deemed to have been waived by Buyer. Seller acknowledges and agrees that Buyer and/or his agents and employees may have free access during normal business hours to visit the Property for the purpose of (1) inspection thereof and (2) conducting such soil and other tests thereon as are deemed reasonably necessary by Buyer. Buyer hereby agrees to indemnify and hold Seller, Broker, and Broker's Affiliated Licensees harmless from and against any and all loss, injury, cost, or expense associated with Buyer's inspection of and entry upon Property.

- **B. Building Permit.** This Agreement is contingent upon Buyer's ability to acquire all required licenses and permits from the appropriate governmental authority to make specific improvements on the Property. If Buyer provides a copy of the governmental report along with written notification to Seller and/or Seller's Broker within ________ days after Binding Agreement Date that Buyer is unable to acquire all required licenses and permits from the appropriate governmental authority to make specific improvements on the Property, then in such event this Agreement shall automatically terminate and Holder shall promptly refund the Earnest Money to Buyer. If Buyer fails to provide said report and notice, then this contingency shall be deemed to have been waived by Buyer.

- **C. Permit for Sanitary Septic Disposal System.** This Agreement is contingent upon the Buyer's ability to obtain a permit for a sanitary septic disposal system from the respective Tennessee Ground Water Protection Office for the county in which the Property is located (generally, located at the local Health Department) to be placed on the Property in a location consistent with Buyer's planned improvements. If Buyer is unable to meet this condition, Buyer must notify Seller and/or Seller's Broker in writing within ________ days after the Binding Agreement Date along with documentation reflecting denial of permit from the appropriate governmental entity. With proper notice, the Agreement is voidable by Buyer and Earnest Money refunded. If Buyer fails to provide said notice, this contingency shall be deemed to have been waived by Buyer.

- **D. Rezoning.** This Agreement is contingent upon the Property being rezoned to ________ by the appropriate governmental authorities on or before ________ (Buyer or Seller) shall be responsible for pursuing such rezoning, and paying all associated cost. 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. If Buyer provides documentation and written notification to Seller and/or Seller’s Broker within 48 hours after the above date that the Property cannot be so zoned, then in such event this Agreement shall automatically terminate, and Holder shall promptly refund the Earnest Money to Buyer. If Buyer fails to provide said documentation and notice, then this contingency shall be deemed to have been waived by Buyer.

☐ E. Well Test. This Agreement is contingent upon the well water serving the Property passing testing for suitability for drinking as performed by a testing laboratory selected by Buyer, or required by Buyer’s Lender, prior to Closing. Buyer shall be responsible for ordering, supervising and paying for any such well water sample test. This Agreement shall also be contingent upon said well providing an adequate quantity of water to serve Buyer’s intended purpose for the Property. If Buyer provides a copy of said test along with written notification to Seller and/or Seller’s Broker within _____ days after the Binding Agreement Date that test results are unacceptable, then in such event this Agreement shall automatically terminate, and Holder shall promptly refund the Earnest Money to Buyer. If Buyer fails to provide said notice and report, then this contingency shall be deemed to have been waived by Buyer.

☐ F. Other Inspections. See Special Stipulations for additional inspections required by Buyer.

☐ G. No Inspection Contingencies. Buyer accepts the Property in its present condition. All parties acknowledge and agree that the Property is being sold “AS IS” with any and all faults.

7. Final Inspection. Buyer and/or his inspectors/representatives shall have the right to conduct a final inspection of Property no later than ___ days prior to 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 have been completed. Property shall remain in such condition until the Closing Date 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.

8. 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; for the condition of the Property, any portion thereof, or any item therein; for building products and construction techniques; for any geological issues present on the Property; for any issues arising out of the failure to physically inspect the 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 the Property; for acreage or square footage; 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.

9. 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.

10. Default. Should Buyer default hereunder, the Earnest 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 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.

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 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 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 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 (paragraph 4), Date of Possession (paragraph 4), and Offer Expiration Date (paragraph 16), 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 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. 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 the 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 fire or casualty loss or damage to the Property shall be borne by 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 to Buyer.

I. Equal Housing. This Property is being sold without regard to race, color, 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.

K. Property Delivery Condition. Seller shall deliver Property clean and free of debris at time of possession.

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. Other. In further consideration of Buyer’s right to legally, properly and in good faith invoke a right to terminate this Agreement pursuant to any specific Buyer contingency as stated herein, Buyer agrees, upon Seller’s request or as provided for in this Agreement, to provide Seller or Seller’s representative with copies of any supporting
documentation which supports Buyer’s right to exercise said contingency, the sufficiency and adequacy of said consideration being acknowledged. Any such supporting documents shall be provided for Seller’s benefit only and Seller shall not disseminate the same to third parties. However, Buyer shall not be required to provide any documents to Seller in violation of any confidentiality agreement or copyright protection laws, if applicable.

12. **Buyer’s Additional Due Diligence.** If any of the matters below are of concern to Buyer, Buyer should address the concern by specific contingency in the Special Stipulations paragraph 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 survey, closing loan survey or Boundary Line Survey and Flood Zone Certifications.

B. **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.]

C. **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.]

D. **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.

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

14. **Special Stipulations.** The following Special Stipulations, if conflicting with any preceding paragraph, shall control:
15. 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 Lot/Land 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.

16. 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.

Buyer hereby makes this offer.

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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.

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Binding Agreement Date. This instrument shall become a “Binding Agreement” on the date (“Binding Agreement Date”) the last offeror, or licensee of the offeror, receives notice of offeree’s acceptance. Notice of acceptance of the final offer was received on the _______ day of _______, _______ at _______ o’clock by (Name).

For Information Purposes Only:

Listing Company

Selling Company

Independent Licensee

Independent Licensee

Licensee Email

Licensee Email

NOTE: This form is provided by TAR 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 TAR logo in conjunction with any form other than standardized forms created by TAR 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.
This BACK-UP AGREEMENT CONTINGENCY 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 (“Agreement”). In consideration of mutual covenants herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Seller and Buyer acknowledge that this Agreement is a “back-up” or secondary agreement to the Primary Agreement with a Binding Agreement Date of _________ between Seller and Primary Buyer regarding the above Property (“Primary Agreement”).

2. This Agreement is contingent upon the Primary Agreement being terminated or becoming null and void.

3. Upon the closing of the sale provided for in the Primary Agreement, this Agreement shall become null and void, and Holder shall return the Earnest Money to Buyer.

4. Buyer acknowledges that Seller shall have the right to amend the Primary Agreement without said amendment having the effect of placing this Agreement in a primary position.

5. Buyer acknowledges that Buyer shall have no right to examine or be advised of the terms of the Primary Agreement or any amendment thereto.

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, except the time period by which Holder will deposit the Earnest Money into Holder’s escrow account, shall commence from the date Buyer receives written notice that the Primary Agreement has been terminated or is null and void.

7. This Agreement shall remain in effect as follows: (Select A or B below.)

☐ A. Until _____________, at which time Buyer shall have the option of either terminating this Agreement by delivering written notice thereof to Seller, in which case Holder shall return the Earnest Money to Buyer, or extending the date set forth in this paragraph by delivering to Seller or Seller’s Representative a signed proposed Amendment to this Agreement which sets forth a new date through which this Agreement shall remain in effect. In the event that Seller does not execute said proposed Amendment within _____ hours of receiving it, then this Agreement shall become null and void, and Holder shall return the Earnest Money to Buyer. Buyer must exercise the option provided in this paragraph by delivering to Seller or Seller’s Representative the required notice or proposed Amendment by _____________ □ a.m./ □ p.m. on the date set forth in this paragraph.

OR

☐ B. Until Buyer terminates it by delivering to Seller or Seller’s Representative a written notice of termination at any time prior to the time Buyer receives from Seller written notice that the Primary Agreement is terminated or has become null and void, in which case Holder shall return the Earnest Money to Buyer.

8. 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.
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.

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For Information Purposes Only:

Listing Company

Selling Company

Independent Licensee

Independent Licensee

NOTE: This form is provided by TAR 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 TAR logo in conjunction with any form other than standardized forms created by TAR 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.
AGREEMENT TO SHOW PROPERTY

1. Permission to Show Property. In consideration of the services and efforts of ____________, a licensed real estate firm (hereinafter “Broker”), the undersigned seller (hereinafter “Seller”) hereby grants to Broker the right and privilege to show and offer for sale to _______ (hereinafter “Prospect”), from _______ to _______ (hereinafter the “Authorization Period”), the following described property: ____________, ____________ (City), Tennessee, ____________ (Zip), as recorded in _______ County Register of Deeds Office, _______ deed book(s), _______ page(s) ____________ together with all fixtures, landscaping, improvements and appurtenances, all being hereinafter collectively referred to as the “Property”.

2. Purchase Price. A purchase price of $______________ may be quoted for the Property, which amount includes the real estate compensation, terms of which are more fully set forth below.

3. Brokerage Compensation. Seller agrees to pay to Broker, at the closing of the sale, a real estate compensation (hereinafter “Compensation”) of _______ percent (______%) of the negotiated sales price should Prospect enter into, during the Authorization Period, an enforceable Purchase and Sale Agreement to purchase the Property, and Seller acknowledges that in such event, Broker shall have been the procuring cause of such sale. In the event that the Property is sold directly by Seller to Prospect within _______ [insert time period] after the expiration of the Authorization Period, then Seller agrees to pay the Compensation to Broker at the closing of the sale.

4. Representation. This Agreement is not a seller’s agency engagement, but rather, is limited to Seller’s permission given to Broker to show the above Property to Prospect, in exchange for compensation to Broker as set forth above. This Agreement shall not be construed to create an agency relationship between Seller and Broker. The parties understand and agree that although Broker is not Seller’s agent, Broker will treat Seller honestly and may perform ministerial acts for Seller. It is understood that this Agreement in no way prohibits Seller from selling the Property directly to a buyer other than Prospect.

5. Good and Marketable Title. Seller warrants that Seller (1) presently has title to the Property or has full authority to enter into this Agreement, and (2) will in good faith cooperate with Broker in the showing of the Property to Prospect. Seller authorizes submission of information to Multiple Listing Service when Property has closed (evidenced by delivery of warranty deed and payment of purchase price).

   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 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. Any assignee shall fulfill all the terms and conditions of this Agreement.

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

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

   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. **Default.** Seller agrees to pay all reasonable attorney’s fees together with any court costs and expenses which Broker incurs in enforcing any of Seller’s obligations to pay compensation under this Agreement to Show Property. 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.

F. **Time of Essence.** Time is of the essence in this Agreement.

G. **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.

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

**By:** Broker or Licensee Authorized by Broker

---

**BROKER/FIRM**

---

**ADDRESS**

---

**PHONE:**

---

**FAX:**

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**EMAIL:**

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

**SELLER**

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**SELLER**

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**ADDRESS:**

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**ADDRESS:**

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**Phone(H):**

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**Phone(H):**

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**Phone(W):**

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**Phone(W):**

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**Cell:**

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TEMPORARY OCCUPANCY AGREEMENT FOR
BUYER PRIOR TO CLOSING

This Temporary Occupancy Agreement for Buyer Prior to Closing ("Occupancy Agreement") is part of the Purchase and Sale Agreement with a Binding Agreement Date of ___________ for the purchase and sale of real Property located at:

__________________________________________ (Address)

__________________________________________ (City), Tennessee, ____________ (Zip).

1. All parties agree that this Occupancy Agreement is not intended to, nor does it create, a relationship of Landlord and Tenant between the Seller and Buyer.

2. Seller shall give Buyer occupancy of the Property on the __________ day of ________________, __________ at __________ o'clock __________/ __________ pm ("Occupancy Date").

3. Buyer shall pay Seller as compensation for the use of the Property from the Occupancy Date until Closing or the date that Buyer vacates the Property, whichever occurs first, the sum of $________ per day. The initial sum of $________ shall be paid upon execution of this Occupancy Agreement which shall be adjusted at the time of Closing or when Buyer vacates Property, if necessary. Payments made more than five (5) days after due date are subject to a __________% late fee. Buyer acknowledges and agrees that no part of the compensation payments shall be applied to the purchase price of the Property. At Closing or upon vacating of Property by Buyer, any compensation due shall be paid to Seller or excess shall be returned to Buyer.

4. Buyer has paid to

☐ Seller (Note: monies paid directly to Seller are non-refundable) OR

☐ Escrow Agent/Holder (_______________ (Name of Holder) located at ____________________________________) $________ by check ("Deposit Money"). In the event that Deposit Money is paid to Holder, the receipt of which is hereby acknowledged by Holder, it shall be deposited in Holder's account. In the case of any dispute arising from this Agreement, Holder shall have the same rights in handling the Deposit Money as those set forth for Earnest Money in the Purchase and Sale Agreement. The Deposit Money is to be returned to Buyer at the time the sale is consummated or applied as a credit toward Buyer at Closing. If Deposit Money is paid directly to Seller, it shall be deemed non-refundable if Buyer fails to close. It is agreed that any excess deposit paid directly to Seller shall be credited towards Buyer's down payment or closing costs upon Closing.

5. If the loan should not be approved for any reason or in the case of Buyer default, Buyer agrees to vacate the Property within ___________ (______) days after proper notice (as defined in Purchase and Sale Agreement). Seller shall be entitled to receive from Holder all or that portion of the Deposit Money necessary to compensate Seller for any unpaid compensation fees, any accumulated late charges or returned check fees. Buyer further agrees to restore the Property to the same or better condition as of Occupancy Date and will be held responsible if there is any damage to the Property, normal wear and tear excepted.

6. This Occupancy Agreement does not give either party the right to delay the Closing of the transaction, but is intended to provide the means necessary for compliance with any and all agreements. The Closing Date shall be the same as that in the Purchase and Sale Agreement unless otherwise agreed upon in writing. At Closing, Buyer agrees that they will present themselves and execute all necessary papers presented to them, and at that time pay all settlement costs due, including any and all sums due hereunder.

7. If Buyer fails to close by Closing Date as agreed and continues to occupy Property, such occupancy shall be at the sole discretion of the Seller and will be at the increased rate of $________/day in compensation to Seller or Buyer shall vacate the Property.

8. Buyer agrees to be responsible for all utilities (e.g. gas, water, electric, sewer), to place said utilities in his name and to pay any and all deposits and payments for such utilities as they become due. Buyer agrees that Seller shall no longer be responsible for said utilities from the Occupancy Date.
9. Buyer acknowledges responsibility for obtaining adequate insurance to cover his personal property. Seller assumes no responsibility for any loss whatsoever. Seller will maintain coverage on the dwelling until Closing. It is specifically understood that should fire, Act of God, or other occurrence destroy the Property during the time that Buyer is in possession of the Property prior to Closing, Seller shall bear the risk of loss of the improvements and Buyer shall bear the risk of loss of Buyer’s personal property.

10. Buyer agrees that he has carefully inspected the Property prior to signing this Occupancy Agreement, and without reservation accepts the Property as suitable and ready for use as his home, that all repairs or replacements have been completed to his satisfaction, and that he will repair and maintain said Property during the term of this Occupancy Agreement at his own expense. Seller shall have no obligations for repairs or replacements after the Occupancy Date.

11. Buyer agrees that he shall not improve, decorate or alter the Property in any manner without the written consent of the Seller. The Buyer shall pay for any sums expended by the Buyer on the Property, and he shall not receive any refund or credit therefore, unless previously agreed to in writing by Seller. Buyer agrees to provide access to lenders, contractors, appraisers, and the Seller or his agent at reasonable hours and upon prior notice for purposes of affecting the sale.

12. Buyer agrees to pay all costs of any legal action instituted by Seller to enforce the terms of this Occupancy Agreement, including reasonable attorney’s fees and court costs.

13. In the event there is a conflict between the terms and conditions of the Purchase and Sale Agreement and this Occupancy Agreement, the terms and conditions contained in this Occupancy Agreement shall prevail.

14. Buyer and Seller agree to hold harmless the Brokers and their firms and Licensees from any and all liability or claims arising out of this Occupancy Agreement, including but not limited to the Buyer’s failure to qualify for the loan, and/or the Buyer’s failure to close the transaction contemplated herein.

15. Buyer agrees to hold harmless, indemnify, and defend Seller from and against any claim or cause of action related to and arising out of any injury to the person or personal property resulting from Buyer’s or Buyer’s invitee’s use and occupancy of the Property.

16. In the event the sale of the Property does not close, the Buyer hereby agrees that Buyer shall be responsible for any damage to the Property that is caused by any negligent or intentional act of the Buyer (including Buyer’s family members, agents, employees, contractors, licensees, invitees, guests, pets or anyone or anything else under the control of Buyer) and his use and occupancy of the Property.

17. If any provision of this Occupancy Agreement is determined to be in conflict with Tennessee law, thereby making said provision null and void, the nullity shall not affect the other provisions of this Occupancy Agreement, which can be given effect without the void provision, and to this end the provisions of this Occupancy Agreement are severable.

18. Upon execution by Buyer and Seller, this Occupancy Agreement shall become part of the Purchase and Sale Agreement for the aforementioned Property with a Binding Agreement Date of ________________ as if stated verbatim therein.

19. Additional Terms:

   ________________________________

   ________________________________

   ________________________________

   ________________________________

  buyer(Buyer)

   Buyer

   at ____________________ o'clock □ am □ pm

   Date

   ________________________________

   ________________________________

   ________________________________

   ________________________________

   Seller

   Seller

   at ____________________ o'clock □ am □ pm

   Date

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F31 – Occupancy Agreement for Buyer Prior to Closing, Page 2 of 2 Modified Version 02/01/2014
SELLER’S RIGHT TO CONTINUE TO MARKET
PROPERTY ADDENDUM

Buyer: _____________________________________________________________
Seller: ______________________________________________________________
Property: _____________________________________________________________

This SELLER’S RIGHT TO CONTINUE TO MARKET PROPERTY 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 ("Agreement") for the purpose of changing, deleting, supplementing or adding terms to said Purchase
and Sale Agreement. In consideration of mutual covenants herein and other good and valuable consideration, the receipt and
sufficiency of which is hereby acknowledged, the parties agree as follows:

It is understood and agreed by both Buyer and Seller that Seller reserves the right to continue to market the above referenced
property.

For the purposes of this Addendum ONLY, any time reference shall be measured in calendar days and/or hourly
increments and commences upon DELIVERY of notice. There are no delays for weekends or holidays.

In the event the attached Agreement is contingent upon the sale of the Buyer’s property, the Buyer and Seller hereby agree
that said Property will be listed with a licensed real estate Broker and advertised in a Multiple Listing Service (if one exists in
that market) within five (5) days of the Binding Agreement Date of the Purchase and Sale Agreement.

Receipt of Another Offer: It is further agreed that if Seller receives another Offer that is acceptable to Seller, Seller shall
give Buyer or licensee assisting Buyer ____ hours notice in writing using the SELLER’S NOTICE TO BUYER OF
ACCEPTABLE OFFER (form F34b) or equivalent written notice, to remove the contingency(ies) pertaining to:

______________________________________________________________

(Example: sale of personal residence or other property.)

Buyer’s Obligation: Buyer understands that it is his obligation to keep his licensee informed of his contact information.
Buyer acknowledges that if the licensee is unable to reach Buyer at the provided contact information, the licensee’s
obligation is fulfilled and licensee shall have no further responsibilities to Buyer and Buyer holds licensee harmless for his
loss of right to purchase Property.

Removal of Contingency: Buyer understands that upon the giving of notice by Seller of Seller’s receipt of a subsequent
acceptable Offer and Buyer’s removal of the contingency(ies) stated above, should Buyer then fail to close in whole or part
as a consequence of said contingency not being met, Buyer’s Earnest Money shall be forfeited to Seller in accordance with
the terms of the Agreement, and Seller may pursue any other legal remedies available.
Failure to Remove Contingency: If Buyer fails to remove said contingency(ies) or fails to respond within the ____ hour period provided for herein, Seller may declare this Agreement null and void and return the Earnest Money to Buyer.

Obligations and Binding Agreement Date: Buyer understands that all obligations of the Agreement (i.e. inspections, loan approval, etc.) must be performed according to the Binding Agreement Date.

Check the following boxes that apply should Buyer Remove Contingency:

☐ 1. Buyer shall deposit with Holder additional Earnest Money of $______Dollars and said additional Earnest Money to be delivered to Holder by Buyer along with Buyer’s signature on Option I under Paragraph B. on the Seller’s Notice to Buyer of Receipt of Acceptable Offer (form F34b) or equivalent written notice. This sum and all Earnest Money previously paid shall be nonrefundable and will be forfeited to Seller as partial damages should Buyer fail to close as and when agreed and/or;

☐ 2. Buyer agrees to:

☐ A. close within 30 days after date of delivery of Seller’s Notice to Buyer of Receipt of Acceptable Offer or equivalent written notice;

OR

☐ B. close no later than the date specified in the Agreement and/or;

☐ 3. Buyer removes any and all contingencies and conditions as to Buyer’s obligations under the Agreement including any inspections, financing, etc. thereby making this an “All Cash” Agreement. Buyer acknowledges that should Buyer fail to close for any reason, Buyer will forfeit all Earnest Money and Seller may pursue other legal remedies and/or;

☐ 4. Buyer agrees to remove the aforementioned contingency(ies) only, all other contingencies and conditions remain in the Agreement.

Notification to the Seller from the Buyer: If Buyer desires to proceed to Closing, Buyer must, within the aforesaid hours, notify licensee assisting Seller and/or Seller, if unrepresented, advising of removal of aforesaid contingency(ies) and Buyer’s willingness to proceed to Closing.

Buyer may fulfill Buyer’s written notice responsibility under this paragraph by completing section B of the SELLER’S NOTICE TO BUYER OF ACCEPTABLE OFFER (form F34b) or equivalent written notice.

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

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

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## SELLER’S NOTICE TO BUYER
### OF RECEIPT OF ACCEPTABLE OFFER

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<td>RE: Property Address _____________________________________________________________________</td>
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<td>3</td>
<td>Contingency(ies) Contained in Seller’s Right to Continue to Market Addendum to be removed within ____ hours of this Notice. ________________________________________________________________________________</td>
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<td>5</td>
<td>By signing in the appropriate locations below, the parties hereby acknowledge receipt of copy.</td>
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### A. Notice from Seller.

By delivery of this form, the undersigned Seller hereby gives Buyer ____ hours written notice that Seller has received another offer acceptable to Seller and Buyer is expected to respond to this notice no later than ______________ (date and time).

SIGNED: __________________________ (Seller) ______________ (Date) at _______ o’clock ◙ am/ ◙ pm

SIGNED: __________________________ (Seller) ______________ (Date) at _______ o’clock ◙ am/ ◙ pm

### B. BUYER’S RESPONSE (select either Option I or II below).

1. **OPTION I: CLOSE.**
   
   By signing this Option I, the undersigned Buyer agrees to waive the contingency(ies) contained in the Seller’s Right to Continue to Market Addendum and to close as specified in said addendum or, if silent, then according to the Purchase and Sale Agreement.

SIGNED: __________________________ (Buyer) ______________ (Date) at _______ o’clock ◙ am/ ◙ pm

SIGNED: __________________________ (Buyer) ______________ (Date) at _______ o’clock ◙ am/ ◙ pm

OR

2. **OPTION II: REFUSAL TO REMOVE CONTINGENCY.**
   
   By signing under this Option II, the undersigned Buyer declares that he cannot or will not remove the contingency(ies) contained in the Seller’s Right to Continue to Market Property Addendum.

SIGNED: __________________________ (Buyer) ______________ (Date) at _______ o’clock ◙ am/ ◙ pm

SIGNED: __________________________ (Buyer) ______________ (Date) at _______ o’clock ◙ am/ ◙ pm

### C. SELLER’S RECEIPT.

Seller is hereby notified of Buyer’s selection of either Option I or Option II as noted above.

SIGNED: __________________________ (Seller) ______________ (Date) at _______ o’clock ◙ am/ ◙ pm

SIGNED: __________________________ (Seller) ______________ (Date) at _______ o’clock ◙ am/ ◙ pm

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F34b – Seller’s Notice to Buyer of Receipt of Acceptable Offer, Page 1 of 1
Version 02/01/2014
MULTIPLE OFFER DISCLOSURE AND NOTIFICATION

This Multiple Offer Disclosure and Notification ("Notification") is hereby intended to notify ______________________ (Interested Buyer) that there have been multiple offers on the property located at: ______________________ (Address)

________________________________ (City), Tennessee ____________ (Zip) ("Property").

The Seller has requested that the following procedure be followed:

1. All interested purchasers are notified by either facsimile or email transmission that there have been multiple offers made on the Property. All buyers and/or buyer's representatives shall respond that they have received this Multiple Offer Disclosure and Notification form by return fax or email to Listing Licensee as set forth below.

2. Seller requests that all interested purchasers submit their best offer no later than _______ □ am/ □ pm on ____________________, ____________. Delivery of such offer may be via email or facsimile to: ______________________ (Listing Licensee), ______________________ (Facsimile Number), ______________________ (Email Address).

3. The Listing Licensee will deliver all offers to Seller or Seller's authorized representative no later than _______ □ am/ □ pm on ____________________, ____________.

4. At that time, Seller shall review all offers received and accept, reject or counter any selected offer.

5. The Seller and selected prospective buyer shall attempt to negotiate a contract.

6. Receipt 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 Notification as may be amended, unless otherwise provided in writing.

The Listing Licensee hereby signs and acknowledges transmitting copy to Interested Buyer and/or Buyer's Licensee:

BY: Broker or Licensee Authorized by Broker

__________________________

BROKER/FIRM

__________________________

Date

__________________________

Address

__________________________

Phone:

__________________________

Fax:

__________________________

Email:

The Interested Buyer or Licensee working with Interested Buyer signs and acknowledges receipt of a copy:

__________________________

INTERESTED BUYER OR Licensee

FIRM

__________________________

Date

__________________________

Date

__________________________

Date

__________________________

Date

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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 Fax: ____________________________ Email: ____________________________ Fax: ____________________________ Email: ____________________________

6 Buyer’s Licensee: ____________________________ Seller’s Licensee: ____________________________

7 Binding Agreement Date: (BAD) ____________________________ Scheduled Closing Date: ____________________________

8 Enter Deadline Date for each item. Check each BOX when completed.

9 EARNEST MONEY

10[ ] Deposited ___ days after BAD.

11 Holder of Earnest Money: ____________________________

12 FINANCIAL OBLIGATION Lender: ____________________________ Phone: ____________________________

13 Address: ____________________________ Email: ____________________________

14 Cell: ____________________________ Fax: ____________________________

15[ ] Proof of funds provided by Buyer (5 Days after BAD) (For use when Financial Contingency Waived).

16[ ] Within 5 days of BAD, verify that Loan Application has been made and Lender has been instructed to order credit report and appraisal.

17[ ] Notify Seller of Date of Application and Lender’s name, contact information and Lender has been instructed to order appraisal and credit report. (within 5 days of BAD)

18[ ] Within 14 days of BAD, Buyer pay any required Lender deposits, including appraisal costs and credit report.

19[ ] Provide Seller with representation and warranty of paying required Lender deposits with supporting documentation and that buyer has available funds to close per Lender and/or loan originator estimates. (14 days of BAD)

20[ ] Seller’s Written Demand for Compliance if no Loan Application information is provided and Buyer has instructed Lender to order appraisal and credit report.

21[ ] Seller’s Written Demand for Compliance if Buyer has not provided representations and warranties of paying required Lender deposits with supporting documentation and that Buyer has available funds to Close per Lender and/or loan originator estimates.

22 APPRAISAL Purchase conditioned upon appraisal [ ] Yes [ ] No If Yes,

23 Appraiser Name: ____________________________ Phone: ____________________________

24 Email: ____________________________ Cell: ____________________________ Fax: ____________________________

25[ ] Appraisal Complete

26[ ] Appraisal received by Buyer and/or Lender Appraisal Amount: ____________________________

27 INSPECTION

28[ ] Buyer Inspection Period (within ___ days after BAD).

29[ ] Initial Home Inspection

30 Inspection Company: ____________________________ Phone: ____________________________

31 Inspector Name: ____________________________ Phone: ____________________________

32 Email: ____________________________ Cell: ____________________________ Fax: ____________________________
Wood Destroying Insect Infestation Inspection Report (WDI) made.

WDI Company: ________________________________ Phone: ________________________________
Inspector Name: ________________________________ Phone: ________________________________
Email: ________________________________ Cell: ________________________________ Fax: ________________________________
☐ Other Inspections ☐ Well ☐ Septic ☐ Radon ☐ Lead Paint ☐ Survey
Company: ________________________________ Phone: ________________________________
Inspector Name: ________________________________ Phone: ________________________________
Email: ________________________________ Cell: ________________________________ Fax: ________________________________
☐ Other Inspections ☐ Well ☐ Septic ☐ Radon ☐ Lead Paint ☐ Survey
Company: ________________________________ Phone: ________________________________
Inspector Name: ________________________________ Phone: ________________________________
Email: ________________________________ Cell: ________________________________ Fax: ________________________________
☐ Other Inspections ☐ Well ☐ Septic ☐ Radon ☐ Lead Paint ☐ Survey
Company: ________________________________ Phone: ________________________________
Inspector Name: ________________________________ Phone: ________________________________
Email: ________________________________ Cell: ________________________________ Fax: ________________________________
☐ Other Inspections ☐ Well ☐ Septic ☐ Radon ☐ Lead Paint ☐ Survey
Company: ________________________________ Phone: ________________________________
Inspector Name: ________________________________ Phone: ________________________________
Email: ________________________________ Cell: ________________________________ Fax: ________________________________
☐ Other Inspections ☐ Well ☐ Septic ☐ Radon ☐ Lead Paint ☐ Survey

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

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

Completion of Repairs Deadline and Inspection

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

HOMEOWNER ASSOCIATION

Homeowner Association Bylaws, Covenants & Restrictions, etc. received

☐ Monthly ☐ Quarterly ☐ Annual Dues $ __________

☐ Monthly ☐ Quarterly ☐ Annual Assessments $ __________

☐ Monthly ☐ Quarterly ☐ Annual Other $ __________

NOTES:

POSSSESSION Other than at Closing

Date of Possession if not at Closing

Temporary Occupancy Agreement ☐ Prior to Closing (F31) OR ☐ After Closing (F32)

Home Warranty Company: ________________________________ Cost: ________________________________ Confirmation No.: ________________________________
Phone: ________________________________ Email: ________________________________
Buyer Closing/Title Agency: ________________________________
Contact: ________________________________ Address: ________________________________
Phone: ________________________________ Email: ________________________________
Seller Closing/Title Agency: ________________________________
Contact: ________________________________ Address: ________________________________
Phone: ________________________________ Email: ________________________________

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

Homeowner’s Insurance: ________________________________ Phone: ________________________________
Contact: ________________________________ Amount: ________________________________
Mortgage Information: ________________________________ Loan#: ________________________________

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

☐ reported to Seller to cure prior to Closing Date

Sellers Final Property Disclosure Completed (F16a)

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LOT/LAND SELLER’S PROPERTY DISCLOSURE STATEMENT

This disclosure statement is designed to assist the Seller in providing information about the Property that is being transferred. This completed form constitutes the disclosure by the Seller. The information contained in the disclosure is the representation of the owner and not the representations of the listing real estate broker, the selling real estate broker and/or their respective licensees or sales persons, if any. This is not a warranty or a substitute for any professional inspections or warranties that the Buyer may wish to obtain. **Buyers and Sellers should be aware that any sales agreement executed between the parties will supersede this form as to any obligations on the part of the Seller to correct items identified below and/or the obligation of the Buyer to accept such items “AS IS.”**

INSTRUCTIONS TO THE SELLER

Complete this form yourself and answer each question to the best of your knowledge. If an answer is an estimate, clearly label it as such. The Seller hereby authorizes any agent(s) representing any party in this transaction to provide a copy of this statement to any person or entity in connection with any actual or anticipated sale of the subject property.

INSTRUCTIONS TO THE SELLER

PROPERTY ADDRESS ____________________________________________ CITY __________________________

SELLER’S NAME(S) __________________________________________

DATE SELLER ACQUIRED THE PROPERTY ____________

IF THE ANSWER TO ANY OF THE QUESTIONS LISTED BELOW IS “YES”, PLEASE EXPLAIN IN DETAIL IN THE “ADDITIONAL EXPLANATIONS” SECTION.

1. SOIL, TREES, DRAINAGE AND BOUNDARIES:

   (a) Is there or will there be any fill (other than foundation backfill) on the Property? □ □ □
   (b) Are there mine shafts or wells (in use or abandoned)? □ □ □
   (c) Are you aware of any past or present sliding, settling, earth movement, upheaval or earth stability/expansive soil problems? □ □ □
   (d) Is the Property or any part thereof located in a flood zone? □ □ □
   (e) Are you aware of any past or present drainage or flooding problems? □ □ □
   (f) Are you aware of any past or present diseased or dead trees? □ □ □
   (g) Are you aware of any past or present encroachments, boundary line disputes, leases or unrecorded easements? □ □ □
   (h) Has the Property been tested for soil and/or percolation? □ □ □
       If yes, attach copy of test results.
   (i) Has the Property been evaluated for subsurface sewage disposal system? □ □ □
       If yes, attach copy of test results.
   (j) Has the Property been surveyed to establish boundary lines? □ □ □
       Are the corner stakes in place and visible? If yes, attach copy of survey.

2. TOXIC/FOREIGN SUBSTANCES:

   (a) Are you aware of any underground tanks, toxic substances, tires, appliances, garbage, foreign and/or unnatural materials, asbestos, polychlorinated biphenyl (PCB's), ureaformaldehyde, methane gas, radioactive material, methamphetamine production or radon on the Property (structure or soil)? □ □ □
   (b) Has the Property been tested for radon or any other toxic substance including Phase I testing? □ □ □
3. THE PROPERTY:

(a) Consists of no less than _____ acres and the current zoning is:

(b) Will conveyance of this Property include all mineral, oil and timber rights?

(c) Are there any governmental allotments committed?

(d) Have any licenses or usage permits been granted for, including but not limited to, crops, mineral, water, grazing, timber, usage rights to hunters, fishermen, or others?

(e) Crop Rotation Program (CRP)?

4. COVENANTS, FEES AND ASSESSMENTS:

(a) Is or will the Property be part of a condominium or other community association?

(b) Will the Property be part of a PUD (Planned Unit Development)?

Planned Unit Development is defined pursuant to Tenn. Code Ann. § 66-5-213 as “an area of land, controlled by one (1) or more landowners, to be developed under unified control or unified plan of development for a number of dwelling units, commercial, educational, recreational or industrial uses, or any combination of the foregoing, the plan for which does not correspond in lot size, bulk or type of use, density, lot coverage, open space, or other restrictions to the existing land use regulations.” Unknown is not a permissible answer under the statute.

(c) Is there any defect, damage or problem with any common elements/area that could affect the value or desirability?

(d) Is or will it be subject to covenants, conditions and restrictions (CC&R’s)?

(e) Is there an Association Fee? If “YES”, amount: $ __________, per ________

(f) Is or will the Association Fee be mandatory?

(g) Is there a Transfer Fee? If “YES”, amount $ ______________

(h) Is there a capital expenditure/contribution due upon transfer?

If “YES”, amount $ ______________

(i) Are there any fees, expenses, etc. required by the association, property management company and/or bylaws or covenants for transfer of the Property?

If “YES”, amount $ ______________

(j) Are there any special assessments approved but unpaid by the association?

(k) Are there any special association assessments under consideration?

(l) Is there any condition or claim, which may result in an increase in assessments or fees?

(m) Does or will the Association Fee include: (The unchecked items are not included or unknown.)

- Exterior Building Maintenance
- Reserve Fund
- Gas
- Cable
- Exterior Liability
- Road Maintenance
- Electricity
- Swim
- Common Grounds Maintenance
- Security
- Water
- Tennis
- Pest and Termite Control
- Garbage
- Sewer
- Other ______________

5. OTHER MATTERS:

(a) Do you know of any violations of local, state or federal laws, codes, regulations, or nonconforming use with respect to the Property?
(b) Have you received notice by any governmental or quasi-governmental agency affecting the Property, including but not limited to road changes, zoning changes, assessments, condemnation, etc.? □ □ □

(c) Is there any existing or threatened legal action affecting the Property? □ □ □

(d) Is there any system or appliance on the Property which is leased or has a fee associated with its use? □ □ □

(e) Are there any private or non-dedicated roadways for which owner may have financial responsibility? □ □ □

(f) Have there been any inspections or evaluations on the Property during the previous year? If yes, explain: □ □ □

(g) Is the Property in any special tax arrangement such as Green Belt? □ □ □

If yes, please explain details.

6. UTILITIES: YES NO (Check the appropriate box)

(A) Electricity □ □

(B) Natural Gas □ □

(C) Telephone □ □

(D) Cable Television □ □

(E) Garbage Collection □ □

(F) Public Sewer □ □

(G) Public Water □ □

(H) Other □ □

7. ADDITIONAL EXPLANATION OR DISCLOSURES:

________________________________________________________________________

________________________________________________________________________

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________________________________________________________________________
### 8. SELLER’S REPRESENTATION

In this disclosure, Seller warrants that to the best of Seller’s knowledge and belief, the information contained herein with respect to the condition of the Property is accurate and complete as of the date signed by Seller. It is not a substitute for any inspections or warranties that Buyer may wish to obtain. Seller hereby authorizes Broker to provide this information to prospective buyers of the Property and to Brokers. **Seller agrees to promptly update this Lot/Land Disclosure Statement and provide any Buyer and Brokers with a revised copy of the same if there are any material changes in the answers to the questions contained herein.**

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### 9. RECEIPT AND ACKNOWLEDGEMENT OF BUYER:

I acknowledge receipt of this Seller’s Lot/Land Property Disclosure Statement. I understand that except as stated in the Lot/Land Purchase and Sale Agreement with Seller, the Property is being sold in its present condition only, without warranties or guarantees of any kind by Seller or Brokers. No representations concerning the condition of the Property are being relied upon by me except as disclosed herein or stated in the Lot/Land Purchase and Sale Agreement.

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**NOTE:** This form is provided by TAR 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 TAR logo in conjunction with any form other than standardized forms created by TAR 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.
AMENDMENT TO THE LISTING AGREEMENT

Property: _____________________________________________________________

Owner/Seller: _________________________________________________________

Date of Listing: ________ MLS Listing No. _________________________________

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 to amend that certain Listing Agreement which was signed by the Seller and
Broker on ________________ and any incorporated addenda, exhibits or prior amendments (collectively referred to
herein as "Agreement") for the listing of real property specified above as follows:

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

Expiration Date extended to: ____________________________________________

Listing Price changed to: ______________________________________________

Additional acceptable terms are:

Place Property Back on Market and extend the Expiration Date to:

Remarks and/or Property information to be changed to:

[Box for Other: ________________________________]

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

LICENSEE

at ________ o'clock □ am/ □ pm

Date

Email: ________________________________

FIRM / COMPANY

Address

Phone: ___________________________ Fax: ___________________________

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

OWNER/SELLER

at ________ o'clock □ am/ □ pm

Date

ADDRESS

Phone(H) ___________ Phone(W) ________________________________

Email: ________________________________

OWNER/SELLER

at ________ o'clock □ am/ □ pm

Date

ADDRESS

Phone(H) ___________ Phone(W) ________________________________

Email: ________________________________

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F81 – Amendment to the Listing Agreement, Page 1 of 1 Version 02/01/2014
EXCLUSIVE RIGHT TO SELL LISTING AGREEMENT
(Designated Agency)

1. BROKER (listing company):

2. ADDRESS OF COMPANY:

3. OWNER/SELLER ("Seller" or "Client"):

4. 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), pages(s), and/or instrument no. 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 (but excluding flat screen TVs); antennae and satellite dishes (excluding components); and central vacuum systems and attachments.

   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: LISTING DATE: 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.

   Carry-Over Clause. Should the Seller contract to sell or exchange, or contract to lease the Property within days after the expiration 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. **POSSSESSION 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 ("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 any remaining compensation based upon future rental payments at the time of closing 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, 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(s) 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 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 or Exemption form and the Multiple
Listing Profile Sheet as well as the Lead-Based Paint Disclosure form and the Additional Required Residential
Disclosures form (F85) (if either is 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. 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.

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, or Exemption form and to sign said documents. Seller
also agrees to complete the Lead-Based Paint Disclosure and the Additional Required Residential Disclosures
form (F85) if required by law and 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, or Exemption 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, or Exemption form: the Lead-Based Paint Disclosure (if required by law);
and/or the Additional Required Residential Disclosures form (F85) (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 authorizes Broker and/or his affiliated Licensees to conduct key entry showings or "Open Houses" of the Property.
Seller additionally authorizes Broker and/or his affiliated Licensees to allow cooperating brokers to conduct key-entry
showings of 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 or Open
Houses 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”):

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; and
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 paragraph 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. Broker is authorized to accept from Buyer a deposit as earnest money to be applied to the purchase price for the Property. Such deposit is to be held by Broker in an escrow 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.

 fairly agree 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 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.

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. In the event a performance deadline 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.

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, 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:

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

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

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

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

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BY: Broker or Licensee Authorized by Broker

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SELLER/OWNER

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Phone: (H) (Cell)

Email: (W)
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), pages(s), and/or instrument no. 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 (but excluding flat screen TVs); antennae and satellite dishes (excluding components); and central vacuum systems and attachments.

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: LISTING DATE: ___________________ 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.

Carry-Over Clause. Should the Seller contract to sell or exchange, or contract to lease the Property within _____ days after the expiration 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 (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 any remaining compensation based upon future rental payments at the time of Closing 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, 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 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 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 or Exemption form and the Multiple Listing Profile Sheet as well as the Lead-Based Paint Disclosure form and the Additional Required Residential Disclosures form (F85) if either is 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. 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.

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, or Exemption form and to sign said documents. Seller also agrees to complete the Lead-Based Paint Disclosure and the Additional Required Residential Disclosures form (F85) if required by law and information has not otherwise been disclosed in writing. Seller has not advised Broker and/or his affiliated Licensees, salespersons and employees harmless from any loss, theft, or damage incurred as a result of showings or Open Houses, including reasonable attorney’s fees for Agents and in such event. Seller is not aware of any other defect, environmental factors 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, or Exemption form; the Lead-Based Paint Disclosure (if required by law); and/or the Additional Required Residential Disclosures form (F85) (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 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 authorizes Broker and/or his affiliated Licensees to conduct key-entry showings or “Open Houses” of the Property. Seller additionally authorizes Broker and/or his affiliated Licensees to allow cooperating brokers to conduct key-entry showings of 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 or Open Houses 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;
156 acreage; the availability and cost of utilities, septic or community amenities; conditions existing off the Property
157 that may affect the Property; uses and zoning of the Property, whether permitted or proposed; for applicable
158 boundaries of school districts or other school information; proposed or pending condemnation actions involving
159 the Property; the appraised or future value of the Property; termites and wood destroying organisms; building
160 products and construction techniques; the tax or legal consequences of a contemplated transaction; or matters
161 relating to financing, etc. Seller acknowledges that Broker is not an expert with respect to the above matters
162 and is hereby advised to seek independent expert advice on any of these matters which are of concern to Seller;
163 (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
164 Agreement and the duties contained in the Tennessee Real Estate License Act of 1973, as amended, and the
165 Tennessee Real Estate Commission Rules; and
166 (d) May make all disclosures required by law and/or the National Association of Realtors® Code of Ethics.
167
168 10. EXPERT ASSISTANCE.
169 While Broker has considerable general knowledge of the real estate industry and real estate practices, Broker is not
170 expert in the matters of law, square footage, acreage, home inspections, geological issues, wood destroying organisms,
171 taxation, financing, surveying, structural conditions, hazardous materials, engineering, etc. Client acknowledges
172 Broker’s advice to seek professional assistance and advice as needed in these and other areas of professional expertise.
173 If Broker provides names or sources for such advice or assistance, Broker does not warrant or guarantee the services
174 and/or products obtained by Client.
175
176 11. AGENCY.
177 A. Definitions.
178 1. Broker:
179 In this Agreement, the term “Broker” shall mean a licensed Tennessee real estate broker or brokerage firm and
180 where the context would indicate, the Broker’s affiliated licensees.
181
182 2. Agent for the Seller:
183 The Licensee’s company is working as an agent for the Property Seller and owes primary loyalty to the Seller.
184 Even if the licensee is working with a prospective Buyer to locate property for sale, rent, or lease, the licensee
185 and his/her company are legally bound to work in the best interests of any Property Owners whose Property is
186 shown to this prospective Buyer. An agency relationship of this type cannot, by law, be established without a
187 written agency agreement.
188
189 3. Designated Agent for the Seller:
190 The individual licensee that has been assigned by his/her Managing Broker and is working as an agent for the
191 Seller or Property Owner in this consumer’s prospective transaction, to the exclusion of all other licensees in
192 his/her company. Even if someone else in the licensee’s company represents a possible Buyer for this Seller’s
193 Property, the Designated Agent for the Seller will continue to work as an advocate for the best interests of the
194 Seller or Property Owner. An agency relationship of this type cannot, by law, be established without a written
195 agency agreement.
196
197 4. Facilitator / Transaction Broker (not an agent for either party):
198 The licensee is not working as an agent for either party in this consumer’s prospective transaction. A Facilitator
199 may advise either or both of the parties to a transaction but cannot be considered a representative or advocate of
200 either party. “Transaction Broker” may be used synonymously with, or in lieu of, “Facilitator” as used in any
201 disclosures, forms or agreements. [By law, any Licensee or company who has not entered into a written agency
202 agreement with either party in the transaction is considered a Facilitator or Transaction Broker until such time
203 as an agency agreement is established.]
204
205 5. Dual agency:
206 The licensee has agreements to provide services as an agent to more than one (1) party in a specific transaction
207 and in which the interests of such parties are adverse. This agency status may only be employed upon full
208 disclosure to each party and with each party’s informed consent.
209
210 6. Adverse Facts:
211 “Adverse Facts” means conditions or occurrences generally recognized by competent licensees that have a
212 negative impact on the value of the real estate, significantly reduce the structural integrity of improvements to
213 real property or present a significant health risk to occupants of the property.
214
215 7. Confidentiality:
216 By law, every licensee is obligated to protect some information as confidential. This includes any information
217 revealed by a consumer which may be helpful to the other party IF it was revealed by the consumer BEFORE
210 the licensee disclosed any agency relationship with that other party. AFTER the licensee discloses that he/she
211 has an agency relationship with another party, any such information which the consumer THEN reveals must be
212 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”):

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 above duties contained in subparagraph 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 the above duties.
D. Seller's Authorizations.

1. Assignment of Designated Agent. Seller hereby authorizes the Managing Broker to appoint Listing Licensee as the Designated Agent for the Seller, to the exclusion of any other licensee associated with Broker, in the event another licensee affiliated with the Broker represents the Buyer. A Designated Agent for the Seller can and will continue to advocate Seller's interests in a transaction even if an Agent or Designated Agent for the Buyer (other than the Listing Licensee) is also associated with Broker.

2. 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.

3. 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. Broker is authorized to accept from Buyer a deposit as earnest money to be applied to the purchase price for the Property. Such deposit is to be held by Broker in an escrow 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 listing agreement for the 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.

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. In the event a performance deadline 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.

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, 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 paragraph, 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

Date

Print/Type Name

BROKER/FIRM

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Phone: Fax:

Email:

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

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Print/Type Name

Date

Address

Phone: (H) (Cell)

(W) Email:

SELLER/OWNER

Print/Type Name

Date

Address

Phone: (H) (Cell)

(W) Email:

NOTE: This form is provided by TAR 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 TAR logo in conjunction with any form other than standardized forms created by TAR 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.