



2020 FORMS CHANGES

November 13, 2019

901 19th Avenue South
Nashville, TN 37212

Changes to Tennessee REALTORS® Forms (2019 to 2020)

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

ALL FORMS:

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

~~1/01/2019~~ 1/01/2020 (located on the right-hand side of the footer on every page)

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

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

RESIDENTIAL FORMS

DELETED FOR 2020:

NEW FORMS:

AMENDMENT “___” TO THE EXCLUSIVE RIGHT TO MARKET FOR LEASE OR EXCLUSIVE PROPERTY MANAGEMENT AGREEMENT

Edits:

RF101 – Exclusive Right to Sell Listing Agreement (Designated Agency)

Line 12

pages(s), and/or _____ ~~and/or~~ instrument ~~no~~ number. and further described as:

Lines 118-120

In response to inquiries from Buyers or cooperating brokers, Broker will follow Seller’s lawful instructions on the disclosure of the existence of any offer and/or disclosure of terms and conditions of any offer. (Code of Ethics Standard of Practice 1-15)

(This change was made to RF102, RF131, and RF132 as well.)

Lines 148-152

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

Seller authorizes Broker and/or his affiliated Licensees to conduct showings or “Open Houses” of the Property.

(This change was made to RF102 as well.)

Line 343

~~Fax:~~

(This change was made to RF102, RF131, RF132, RF141, RF142, RF143, RF144, RF161, RF171, RF172 as well.)

RF131 – Lot/Land Exclusive Right to Sell Listing Agreement (Designated Agency)

Line 182

Seller authorizes Broker and/or his affiliated Licensees to conduct showings ~~or “Open Houses”~~ of the Property

(This change was made to RF132 as well.)

Line 190

employees harmless from any loss, theft, or damage incurred as a result of showings ~~or Open Houses~~ thereof
(This change was made to RF132 as well.)

RF141 Exclusive Buyer Representation Agreement (Designated Agency)

Line 195

E. Hereby advises Buyer of the possibility that some properties may utilize security devices that record physical movements or audio conversations. Therefore, Buyers should limit making comments concerning the value, features, or condition while viewing any property.
(This change was made to RF142, RF143, and RF144 as well.)

RF161 – Agreement to Show Property

Line 12

2. **Purchase Price.** A ~~purchase~~ price of \$ _____

RF171 – Exclusive Property Management Agreement

Line 51

This fund is fully refundable (less unpaid balances and unpaid invoices) upon termination of agreement with legally sufficient cause.

Line 132

terms of the lease agreement and Owner approval. Maximum ~~amount~~ number of pets allowed on Property is _____

Line 178

To timely account for ~~earnest money~~ deposits and all other property received from any party to a

Line 202-206

C) Answering any questions that the client may have in negotiation of a successful ~~purchase~~ lease 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 lease to fulfill the obligations as set forth herein. ~~purchase agreement for a successful closing of the transaction.~~

Line 210-211

LIMITS ON BROKER'S DUTIES AND RESPONSIBILITIES AND DISCLAIMER. Unless otherwise disclosed in writing,

RF172 Exclusive Right to Market for Lease Agreement

Line 80

to file this listing with any Multiple Listing Services (MLS(es)) or similar service(s) of which Broker is a member.

RF201 – Tennessee Residential Property Condition Disclosure

Line 85

☒ Water Heater: ☐ Electric

☐ Gas

☐ Solar

Lines 143-144

If yes, in what fire department's service area is the property located? (Fire Dept. Locator can be found: <https://tnmap.tn.gov/fdtn/>)

RF301 – Working with a Real Estate Professional

Lines 75-76

~~Unrepresented Party Signature~~ ☐ BUYER / ☐ SELLER Date ~~Unrepresented Party Signature~~ ☐ BUYER / ☐ SELLER
Date

RF304 – Disclaimer Notice

Lines 1-4

The Brokers and their affiliated licensees (hereinafter collectively “Licensees”) ~~involved in the Purchase and Sale Agreement (hereinafter “Agreement”)~~ regarding real estate located at

_____ (hereinafter “Property”)

Line 61

sources in writing (including but not limited to fire protection).

Line 107

CLIENT/CUSTOMER (☐ ~~BUYER~~ / ☐ ~~SELLER~~)

CLIENT/CUSTOMER (☐ ~~BUYER~~ / ☐ ~~SELLER~~)

RF308 – Wire Fraud Warning

Lines 10-11

NEVER ACCEPT WIRING INSTRUCTIONS FROM YOUR AGENT OR BROKER.

_____ Initials _____ Initials

Lines 13-14

DO NOT TRANSFER FUNDS UNTIL

Line 23

DO NOT TRANSFER ANY FUNDS

Lines 25-26

WIRE INSTRUCTIONS ARE NOT TO BE SUBSTITUTED WITHOUT YOUR PRIOR CONSENT.

Line 34

IMMEDIATELY

RF401 – Purchase and Sale Agreement

Lines 17-19

remote controls; an entry key and/or master code for digital locks; swimming pool and its equipment; awnings; permanently installed outdoor cooking grills; all landscaping and all outdoor lighting; mailbox(es); attached basketball goals and backboards; TV mounting brackets (inclusive of wall mount and TV brackets

Line 170

Money/Trust Money section or as specified in the Special Stipulations section contained ~~at Section 19~~ herein.

(This change was made to RF403, and RF404 as well.)

Lines 206-207

rollback taxes for which Buyer ~~would be responsible~~ shall be obligated to pay.

Line 245

Deed. Name(s) on Deed to be: _____. 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 as to the manner in which Buyer holds title. ~~takes title determines ownership and survivorship rights.~~
(This change was made to RF403, and RF404 as well.)

Line 278-280

following components: heating systems, cooling systems, electrical systems, plumbing systems, structural components, foundations, roof coverings, exterior and interior components, any other site aspects that affect the Property, and environmental issues (e.g. radon, mold, asbestos, etc.).

Lines 444-448

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

Lines 490

~~IMPORTANT NOTICE~~ **WIRE FRAUD WARNING:**

Lines 493-494

NEVER ACCEPT WIRING INSTRUCTIONS FROM YOUR AGENT OR BROKER.

____ Buyer Initials ____ Buyer Initials

RF403 – New Construction Purchase and Sale

Lines 21-23

Seller is a Tennessee Licensed Contractor with business name _____ whose license number is: _____; ~~or~~ OR

Seller has engaged a Tennessee Licensed Contractor as builder ~~with~~ **Builder** business name:

Lines 112-118

~~(2) Within fourteen (14) days after the Binding Agreement Date, Buyer shall warrant and represent to Seller via the Notification form or equivalent written notice that:~~

~~a. Buyer has secured evidence of hazard insurance which will be effective at Closing and Buyer shall notify Seller of the name of the hazard insurance company;~~

~~b. Buyer has notified Lender of an Intent to Proceed with Lender and has available funds to Close per the signed Loan Estimate; and~~

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

Line 125

section 2.C.(1) ~~and/or 2.C.(2)~~ above and provide

Line 314-317

following components: heating systems, cooling systems, electrical systems, plumbing systems, structural components, foundations, roof coverings, exterior and interior components, any other site aspects that affect the Property, and environmental issues (e.g. radon, mold, asbestos, etc.).

Lines 347-348

Seller will provide Buyer with a copy ~~copies~~ of ~~all building codes inspections and~~ the final Use and Occupancy Letter from the appropriate Codes Authority. ~~, if applicable~~

Lines 501-505

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

Line 551

~~IMPORTANT NOTICE~~ **WIRE FRAUD WARNING**

Lines 554-555

NEVER ACCEPT WIRING INSTRUCTIONS FROM YOUR AGENT OR BROKER. ____ Buyer Initials

____ Buyer Initials

RF404 – Lot/Land Purchase and Sale Agreement

Lines 104-105

~~FHA Loan; attach addendum~~

~~VA Loan; attach addendum~~

Lines 118-122

- ~~a. Buyer has secured evidence of hazard insurance which will be effective at Closing and Buyer shall notify Seller of the name of the hazard insurance company;~~
- b. a. Buyer has notified Lender of an Intent to Proceed and has available funds to Close per the signed Loan Estimate; and
- e. b. Buyer has requested that the appraisal be ordered and affirms that the appraisal fee has been paid.

Lines 201-202

rollback taxes for which Buyer ~~would be responsible~~ shall be obligated to pay.

Lines 428-432

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

Line 465

~~IMPORTANT NOTICE~~ WIRE FRAUD WARNING

Lines 468-469

NEVER ACCEPT WIRING INSTRUCTIONS FROM YOUR AGENT OR BROKER. _____ Buyer Initials _____ Buyer Initials

RF505 – Pre-Construction Specifications

Lines 22, 27, 52, 58, 241

☐ Other _____

RF601 – Amendment to the Listing Agreement

Line 3

Date of Listing: _____

RF626 Temporary Occupancy Agreement for Buyer Prior to Closing Amendment/Addendum

Line 3

Agreement with a (Select one): ~~The item not selected will not be part of this Agreement):~~

RF627 – Temporary Occupancy Agreement for Seller After Closing Amendment/Addendum

Line 3

Agreement with a (Select one): ~~The item not selected will not be part of this Agreement):~~

Lines 10-11

This agreement is not intended to be used for occupancy for more than 60 days.

Line 19

and will be held responsible for any damage, maintenance, and repairs to the Property which occurs from the Date of

Line 49

~~Other Agreements:~~ Additional Terms:

RF656 – Notification

Lines 2-5

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: _____ with a

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

Lines 61-62

☐ 14. Buyer **WITHDRAWS** all offers and/or counter offers.

~~14.~~ ☐ 15.

Line 107-109

28. For new construction only, Seller hereby notifies Buyer that the improvements are substantially completed. Buyer shall cause to be conducted any inspection provided in the New Construction Purchase and Sale Agreement.

Line 110-111

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

☐ 30. ~~28.~~

RF659 Short Sale Addendum to the Purchase and Sale Agreement

Line 13

as shown on the preliminary ~~HUD-1~~ settlement

Line 37

as shown on the preliminary ~~HUD-1~~ settlement

the failure of a Third Party Creditor(s) to approve the Purchase Price, the terms of this Agreement and the ~~HUD-1~~

RF707 – Additional Contract Language (Language to be inserted in Offers, Contracts, Addenda, Amendments or Special Stipulations)

Lines 169-188

8. HOA REVIEW PERIOD

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

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

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

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

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

RF708 – Purchase and Sale Agreement Timeline Checklist

Line 10

_____ ☐ To be received _____ days after BAD.

Lines 13-18

FINANCIAL-LOAN OBLIGATIONS

Lender and Loan Officer: _____

Address: _____ Email: _____

Phone: _____ Cell: _____ Fax: _____

Type of Loan: _____

_____ ☐ Binding Agreement sent to Lender and Closing Agency

Lines 32-34

Purchase conditioned upon appraisal ☐ Yes ☐ No If Yes,
Appraiser Name: _____ Phone: _____
Email: _____ Cell: _____

Line 40

FINANCING CONTINGENCY WAIVED OBLIGATIONS

Line 44

APPRAISAL—

Lines 52-82

_____ ☐ Buyer Inspection Period (within _____ days after BAD).
_____ ☐ Initial Home Inspection
Inspection Company: _____ Phone: _____
Inspector Name: _____ Phone: _____
Email: _____ Cell: _____ Fax: _____
Date Received: _____
_____ ☐ Wood Destroying Insect Infestation Inspection Report (WDI) made.
WDI Company: _____ Phone: _____
Inspector Name: _____ Phone: _____
Email: _____ Cell: _____ Fax: _____
Date Received: _____
_____ ☐ Other Inspections ☐ Well ☐ Septic ☐ Radon ☐ Lead Paint
_____ ☐ Survey
Company: _____ Phone: _____
Inspector Name: _____ Phone: _____
Email: _____ Cell: _____ Fax: _____
_____ ☐ Other
Inspection _____
Company: _____
Inspector Name: _____ Phone: _____
Email: _____ Cell: _____ Fax: _____
Date Received: _____

☐ Other
 Inspection _____
 Company: _____
 Inspector Name: _____ Phone: _____
 Email: _____ Cell: _____ Fax: _____
 Date Received: _____
☐ Other
 Inspection _____
 Company: _____
 Inspector Name: _____ Phone: _____
 Email: _____ Cell: _____ Fax: _____
 Date Completed: _____

Lines 84-87

Resolution Period: _____ days following receipt of **Repair/Replacement Proposal** ~~list of repairs~~ and WDI (counters to each party) (Agreement automatically terminates if Resolution Period expires, without a Repair/Replacement Amendment signed by both parties.)

☐ **Inspection contingency resolved**

Lines 88-91

Completion of Repair/Replacement Amendment items ~~Deadline and Inspection~~ (found on Repair/Replacement Amendment)

☐ **Inspection of completed Repair/Replacement Amendment items**
☐ **Buyer's Final Inspection** ~~to be made~~ (see Final Inspection section of Agreement for # of days).

Lines 102-103

Transfer Fee \$ _____ to Buyer/Seller
 Statement of Account Fee to Seller \$ _____

Lines 117-120

Owner's Title Policy ☐ Yes ☐ No ☐ Re-issue Credit Policy to Closing Attorney
 Paid by: ☐ Buyer ☐ Seller
Mortgagee's Title Policy ☐ Yes ☐ No ☐ Re-issue Credit Policy to Closing Attorney
 Paid by: ☐ Buyer ☐ Seller

Line 123

~~Mortgage Information:~~ _____ ~~Phone #:~~ _____

RF712 – ~~GET A HOME INSPECTION AND PROPERTY SURVEY~~ IMPORTANCE OF INSPECTIONS AND PROPERTY SURVEY

Lines 18-24

~~4. **RADON GAS TESTING.** The United States Environmental Protection Agency and the Surgeon General of the United States have recommended that all houses should be tested for radon. For more information on radon testing, call the National Radon Information Line at 1-800-SOS-Radon or 1-800-767-7236 or the Tennessee Department of Environment and Conservation at 1-800-232-1139. As with a home inspection, if you decide to test for radon, you may do so before signing your contract, or you may do so after signing the contract as long as your contract states the sale of the home depends on your satisfaction with the results of the radon test.~~

5. 4. BE AN INFORMED BUYER. It is

Lines 47-56

III. RADON GAS TESTING

1. **WHY A BUYER NEEDS RADON GAS TESTING.** Radon is a naturally occurring radioactive gas that accumulates in homes and buildings. Radon gas can cause cancer. The United States Environmental Protection Agency and the Surgeon General of the United States have recommended that all houses should be tested for radon. For more information on radon testing, call the National Radon Information Line at 1-800-SOS-Radon or 1-800-767-7236 or the Tennessee Department of Environment and Conservation at 1-800-232-1139.
2. **BE AN INFORMED BUYER.** It is your responsibility to be an informed buyer. Be sure that what you buy is satisfactory in every respect. You have the right to carefully examine your potential new property with a licensed inspector. You may arrange to do so before signing your contract, or you may do so after signing the contract as long as the contract states that the sale of the home depends on the inspection.

Lines 74-78

3. RADON GAS

I/we understand the importance of getting a radon gas inspection. I/we have considered this before signing a contract with the seller for a home.

- ☐ I/we choose to have a radon gas inspection performed.
- ☐ I/we choose NOT to have a radon gas inspection performed.

Commercial FORMS

Edits:

CF101 – Commercial Exclusive Right to Sell Listing Agreement

Line 233-237

~~a. **Assignment of Designated Agent.** Seller hereby authorizes the Managing Broker to appoint the Listing Licensee as the Designated Agent for the Seller, to the exclusion of any other licensee associated with Firm in the event another licensee affiliated with the Firm 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 Firm.~~

(This change was made to CF103, CF104, CF121, CF124 and CF141 as well.)

CF404 – Commercial Lot/Land Purchase and Sale Agreement

Line 180-189

11. **Greenbelt.** If property is currently classified by the property tax assessor as "Greenbelt" (minimum of 15 acres or otherwise qualifies), does the Buyer intend to keep the property in the Greenbelt? **(Select the appropriate boxes below. Unselected items will not be part of this Agreement):**
 - ☐ Buyer intends to maintain the property's Greenbelt classification and acknowledges that it is Buyer's responsibility to make timely and proper application to insure such status. Buyer's failure to timely and properly make application will result in the assessment of rollback taxes for which Buyer shall be obligated to pay. Buyer should consult the tax assessor for the county where the property is located prior to making this offer to verify that their intended use will qualify for greenbelt classification.
 - ☐ Buyer does not intend to maintain the property's Greenbelt status and Rollback taxes shall be payable by the Seller at time of closing.

Line 316-319

In the event a performance deadline, other than the Closing Date (as defined ~~in section 4~~ herein), Date of Possession (as defined ~~in section 4~~ herein), and Offer Expiration Date (as defined ~~in section 16~~ herein), occurs on a Saturday, Sunday or legal holiday, the performance deadline shall extend to the next following business day.

AMENDMENT “___”

TO THE EXCLUSIVE RIGHT TO MARKET FOR LEASE OR EXCLUSIVE PROPERTY MANAGEMENT AGREEMENT

Property Address: _____
Broker: _____
Owner: _____

This AMENDMENT between the undersigned parties is entered into and is effective as of the Date provided in the _____ Agreement dated _____ for the purpose of changing, deleting, supplementing or adding terms to said 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:

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

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

OWNER

By: _____

Title/Entity: _____

_____ at _____ o'clock ☐ am/ ☐ pm

Date

OWNER

By: _____

Title/Entity: _____

_____ at _____ o'clock ☐ am/ ☐ pm

Date

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

BROKER

_____ at _____ o'clock ☐ am/ ☐ pm

Date

FIRM/COMPANY

_____ 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.

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



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:** _____

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

8 **1. PROPERTY ADDRESS/LEGAL DESCRIPTION:**

9 _____ (Address)
10 _____ (City), Tennessee, _____ (Zip), as recorded in
11 _____ County Register of Deeds Office, _____ deed book(s),
12 pages(s), and/or _____ and/or instrument ~~no~~ number, and further described as:

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

16 A. **Included** as part of the Property (if present): all attached light fixtures and bulbs including ceiling fans; permanently
17 attached plate-glass mirrors; heating, cooling, and plumbing fixtures and equipment; all doors, storm doors and
18 windows; all window treatments (e.g. shutters, blinds, shades, curtains, draperies) and hardware; all wall-to-wall
19 carpet; range; all built-in kitchen appliances; all bathroom fixtures and bathroom mirrors; all gas logs, fireplace doors
20 and attached screens; all security system components and controls; garage door opener and all (at least _____) remote
21 controls; an entry key; swimming pool and its equipment; awnings; permanently installed outdoor cooking grills; all
22 landscaping and all outdoor lighting; mailbox(es); attached basketball goals and backboards; TV mounting brackets
23 (but excluding flat screen TVs); antennae and satellite dishes (excluding components); and central vacuum systems
24 and attachments.

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

26 _____
27 _____
28 C. Items that will **NOT** remain with the Property:

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

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

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

36 **3. TERM: LISTING DATE:** _____ **LISTING EXPIRATION DATE:** _____

37 If a contract to purchase, exchange, or lease is signed before this Agreement expires, the term hereof shall continue until
38 final disposition of Purchase and Sales Agreement, exchange agreement, or lease agreement.

39 **Carry-Over Clause.** Should the Seller contract to sell or exchange, or contract to lease the Property within _____
40 days after the expiration of this Agreement to any Buyer/Tenant (or anyone acting on Buyer's/Tenant's behalf) who has
41 been introduced to the Property, directly or indirectly, during the term hereof, as extended, the Seller agrees to pay the
42 compensation as set forth below. This includes but is not limited to any introduction or exposure to Property by

advertisements or postings appearing in any medium which originated as a result of listing the Property with Broker. This carry-over clause shall not apply if the Property is listed with another licensed real estate broker at the time of such contract.

4. **POSSESSION OF PROPERTY to be delivered:** _____

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

6. **COMPENSATION:**

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

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

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

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

7. **RESPONSIBILITIES AND RIGHTS OF THE PARTIES.**

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

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



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 (RF 205) (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. In the event that Seller provides photographs, videos or other copyrightable materials to Broker, Seller grants Brokers a nonrevocable license to such material and the authority to grant license to Broker's MLS for storage; reproduction, compiling and distribution of said material. Seller shall allow the Property to be shown at all reasonable hours and otherwise cooperate with Broker.

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

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

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

Non United States citizen;

Non resident alien; or

Foreign corporation, partnership, trust, or estate

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

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

Seller agrees to carefully review the information on the Multiple Listing Profile Sheet and to complete either the Tennessee Residential Property Condition Disclosure, Disclaimer, 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 (RF 205) if required by law and said information has not otherwise been disclosed in writing. Seller has not advised Broker and/or his affiliated Licensees (hereinafter "Agents") of any defects in the Property or the improvements located thereon, except as shall be noted on the Multiple Listing Profile Sheet and the Tennessee Residential Property Condition Disclosure, Disclaimer, 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 (RF 205) (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 showings or "Open Houses" of the Property.~~ **Seller is responsible for compliance with state or federal law regarding usage of video or audio recording devices while marketing or showing the property. Seller should seek legal advice regarding their rights or limitations related to their actions.**

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

Seller acknowledges and agrees that Broker:

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

10. EXPERT ASSISTANCE

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

11. AGENCY

A. Definitions.

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

6. **Confidentiality.** By law, every licensee is obligated to protect some information as confidential. This includes any information revealed by a consumer which may be helpful to the other party IF it was revealed by the consumer BEFORE the licensee disclosed any agency relationship with that other party. AFTER the licensee discloses that he/she has an agency relationship with another party, any such information which the consumer THEN reveals must be passed on by the licensee to that other party.

B. Duties owed to all Parties to a Transaction.

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

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

C. Duties owed to Client.

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

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

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

D. Seller's Authorizations.

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

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

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

14. HOME PROTECTION PLAN.

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

Plan company: _____

OR

☐ Home Protection waived.

15. OTHER PROVISIONS.

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

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

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

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

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

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

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

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

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

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

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

BY: Broker or Licensee Authorized by Broker

BROKER/FIRM

_____ at _____ o'clock □ am/ □ pm

Date

Address

Print/Type Name

Phone: _____

Fax: _____

Email: _____

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

SELLER/OWNER

SELLER/OWNER

Print/Type Name

Print/Type Name

_____ at _____ o'clock □ am/ □ pm

_____ at _____ o'clock □ am/ □ pm

Date

Date

Address

Address

Phone: _____ (H) _____ (Cell)

Phone: _____ (H) _____ (Cell)

_____ (W) Email: _____

_____ (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.

DRAFT SPECIMEN

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



Copyright 2015 © Tennessee Realtors®

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

Version 01/01/2019

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; an entry key; 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.

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



4. **POSSESSION OF PROPERTY to be delivered:**

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

6. **COMPENSATION.**

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

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

In the event a Buyer is found for said Property during the period above set out, on the terms and at the price specified herein, or for a price and upon terms agreeable to Seller, Seller further agrees to convey said Property by warranty deed to such Buyer, free from all assessments, liens and encumbrances, but subject to all restrictions of record, if any. The compensation payable for the sale of Property is not set in any manner other than between the Broker and Seller. Property is offered without regard to race, 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 (RF 205) (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. In the event that Seller provides photographs, videos or other copyrightable materials to Broker, Seller grants Brokers a nonrevocable license to such material and the authority to grant license to Broker's MLS for storage; reproduction, compiling and distribution of said material. Seller shall allow the Property to be shown at all reasonable hours and otherwise cooperate with Broker.

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

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

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

Non United States citizen;

Non resident alien; or

Foreign corporation, partnership, trust, or estate.

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

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

Seller agrees to carefully review the information on the Multiple Listing Profile Sheet and to complete either the Tennessee Residential Property Condition Disclosure, Disclaimer, 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 (RF 205) if required by law and said information has not otherwise been disclosed in writing. Seller has not advised Broker and/or his affiliated Licensees (hereinafter "Agents") of any defects in the Property or the improvements located thereon, except as shall be noted on the Multiple Listing Profile Sheet and the Tennessee Residential Property Condition Disclosure, Disclaimer, 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 (RF 205) (if required by law). Seller further agrees to hold Agents and firm harmless and indemnify them from any claim, demand, action, liability or proceedings resulting from any omission, alleged omission, or misrepresentation by Seller on said forms and/or for any material fact that is known or should be known by Seller concerning the Property that is not disclosed to Agents and to provide for defense costs including reasonable attorney's fees for Agents and firm in such event. Seller is not aware of any other defect, environmental factors or adverse facts (as defined in Tenn. Code Ann. § 62-13-102) concerning the Property.

~~Seller authorizes Broker and/or his affiliated Licensees to conduct showings or "Open Houses" of the Property. Seller is responsible for compliance with state or federal law regarding usage of video or audio recording devices while marketing or showing the property. Seller should seek legal advice regarding their rights or limitations related to their actions.~~ Seller authorizes Broker and/or his affiliated Licensees to conduct showings or "Open Houses" of the Property. Seller additionally authorizes Broker and/or his affiliated Licensees and any duly authorized key holder key-entry access to the Property. Seller also authorizes Broker and/or his affiliated Licensees to place a lock box on said Property for the purpose of conducting or allowing cooperating brokers to conduct key-entry showings of this Property. Seller represents that adequate insurance will be kept in force to protect Seller in the event of any damage, losses or claims

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

156 arising from entry to Property by persons through the above use of the key and agrees to hold Broker, its licensees,
157 salespersons and employees harmless from any loss, theft, or damage incurred as a result of showings, Open Houses or
158 other authorized entry thereof.

159 Seller acknowledges and agrees that Broker:

- 160 (a) May show other properties to prospective buyers who are interested in Seller's Property;
- 161 (b) Is not an expert with regard to matters that could be revealed through a survey, title search, or inspection; for the
162 condition of the Property, any portion thereof, or any item therein; for any geological issues present on the
163 Property; for the necessity or cost of any repairs to Property; hazardous or toxic materials; square footage; acreage;
164 the availability and cost of utilities, septic or community amenities; conditions existing off the Property that may
165 affect the Property; uses and zoning of the Property, whether permitted or proposed; for applicable boundaries of
166 school districts or other school information; proposed or pending condemnation actions involving the Property;
167 the appraised or future value of the Property; termites and wood destroying organisms; building products and
168 construction techniques; the tax or legal consequences of a contemplated transaction; or matters relating to
169 financing, etc. Seller acknowledges that Broker is not an expert with respect to the above matters and is hereby
170 advised to seek independent expert advice on any of these matters which are of concern to Seller;
- 171 (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
172 Agreement and the duties contained in the Tennessee Real Estate License Act of 1973, as amended, and the
173 Tennessee Real Estate Commission Rules; and
- 174 (d) May make all disclosures required by law and/or the National Association of Realtors® Code of Ethics.

175 **10. EXPERT ASSISTANCE.**

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

182 **11. AGENCY.**

183 **A. Definitions.**

- 184 1. **Broker.** In this Agreement, the term "Broker" shall mean a licensed Tennessee real estate broker or brokerage
185 firm and where the context would indicate, the Broker's affiliated licensees.
- 186 2. **Agent for the Seller.** The Licensee's company is working as an agent for the Property Seller and owes primary
187 loyalty to the Seller. Even if the licensee is working with a prospective Buyer to locate property for sale, rent, or
188 lease, the licensee and his/her company are legally bound to work in the best interests of any Property Owners
189 whose Property is shown to this prospective Buyer. An agency relationship of this type cannot, by law, be
190 established without a written agency agreement.
- 191 3. **Designated Agent for the Seller.** The individual licensee that has been assigned by his/her Managing Broker
192 and is working as an agent for the Seller or Property Owner in this consumer's prospective transaction, to the
193 exclusion of all other licensees in his/her company. Even if someone else in the licensee's company represents a
194 possible Buyer for this Seller's Property, the Designated Agent for the Seller will continue to work as an advocate
195 for the best interests of the Seller or Property Owner. An agency relationship of this type cannot, by law, be
196 established without a written agency agreement.
- 197 4. **Facilitator / Transaction Broker (not an agent for either party).** The licensee is not working as an agent for
198 either party in this consumer's prospective transaction. A Facilitator may advise either or both of the parties to a
199 transaction but cannot be considered a representative or advocate of either party. "Transaction Broker" may be
200 used synonymously with, or in lieu of, "Facilitator" as used in any disclosures, forms or agreements. [By law,
201 any Licensee or company who has not entered into a written agency agreement with either party in the transaction
202 is considered a Facilitator or Transaction Broker until such time as an agency agreement is established.]
- 203 5. **Dual agency.** The licensee has agreements to provide services as an agent to more than one (1) party in a specific
204 transaction and in which the interests of such parties are adverse. This agency status may only be employed upon
205 full disclosure to each party and with each party's informed consent.
- 206 6. **Adverse Facts.** "Adverse Facts" means conditions or occurrences generally recognized by competent licensees
207 that have a negative impact on the value of the real estate, significantly reduce the structural integrity of
208 improvements to real property or present a significant health risk to occupants of the property.

7. **Confidentiality.** By law, every licensee is obligated to protect some information as confidential. This includes any information revealed by a consumer which may be helpful to the other party IF it was revealed by the consumer BEFORE the licensee disclosed any agency relationship with that other party. AFTER the licensee discloses that he/she has an agency relationship with another party, any such information which the consumer THEN reveals must be passed on by the licensee to that other party.

B. Duties owed to all Parties to a Transaction.

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

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

C. Duties owed to Client.

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

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

Upon waiver of any of the above duties contained in subsection 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. **Default to Facilitator.** Seller hereby authorizes Broker and Listing Licensee to default to Facilitator status (representing the interests of neither the Seller nor the Buyer) in any Property showings, negotiations, or

transactions, in which the Broker may also have a representation agreement with the Buyer who is also being assisted by Listing Licensee. In such event, Agent shall immediately notify (verbally) both the Buyer and the Seller of the need to default to this Facilitator status and notification shall be confirmed in writing prior to the execution of the contract. As a Facilitator, Broker and Broker's licensee may assist the parties and provide information in subsequent negotiations in that transaction. Upon any default to Facilitator status, the Broker and Broker's licensee must assume a neutral position and will not be an advocate for either the Buyer or Seller.

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

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

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

14. **HOME PROTECTION PLAN.**

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

Plan company: _____

OR

- ☐ Home Protection waived.

15. **OTHER PROVISIONS.**

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

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

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

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

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

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

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

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

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

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

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

BY: Broker or Licensee Authorized by Broker

BROKER/FIRM

_____ at _____ o'clock ☐ am/ ☐ pm

Date

Address

Print/Type Name

Phone: _____ Fax: _____
Email: _____

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

SELLER/OWNER

Print/Type Name _____

_____ at _____ o'clock ☐ am/ ☐ pm

Date _____

Address _____

Phone: _____ (H) _____ (Cell)

_____ (W) Email: _____

SELLER/OWNER

Print/Type Name _____

_____ at _____ o'clock ☐ am/ ☐ pm

Date _____

Address _____

Phone: _____ (H) _____ (Cell)

_____ (W) Email: _____

NOTE: This form is provided by 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 EXCLUSIVE RIGHT TO SELL LISTING AGREEMENT (Designated Agency)

1 **BROKER (listing company):** _____

2 **ADDRESS OF COMPANY:** _____

3 **OWNER / SELLER:** _____

4 **ADDRESS OF OWNER / SELLER:** _____

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

8 **1. PROPERTY ADDRESS / LEGAL DESCRIPTION:** _____
9 (Address) _____ (City), Tennessee _____ (Zip) as
10 recorded in _____ County Register of Deeds Office, _____
11 deed book(s) _____ page(s), and/or _____ instrument no, and further described as:
12 _____
13 with an estimated acreage of _____ ("Property").

14 **A. Other items that remain with the Property at no additional cost to Buyer:**
15 _____
16 _____
17 _____

18 **B. Items that will NOT remain with the Property:**
19 _____
20 _____
21 _____

22 **2. THE LISTING PRICE. \$** _____ (_____ Dollars).
23 This price is based (select one):

- 24 ☐ for entire Property as a tract, and not by the acre; or
25 ☐ per acre with the sales price to be determined by the actual amount of acreage of the Property, \$ _____
26 per acre based on a current or mutually acceptable survey; or
27 ☐ for entire Property as a tract but with the sales price to be adjusted upward or downward at \$ _____
28 per acre in the event the actual amount of acreage of the Property based on a current or mutually acceptable survey
29 should vary more or less than _____ acre(s) from the _____ estimated acreage.

30 **3. TERM.** Listing Date: _____ Expiration Date: _____
31 If a contract to purchase, exchange or lease is signed before this Agreement expires, the term hereof shall continue until
32 final disposition of Purchase and Sale Agreement, exchange agreement, or lease agreement.

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

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

41 5. **POSSESSION OF PROPERTY** to be delivered: _____
42 6. **COMPENSATION.** A total of \$ _____, or _____ % compensation based on the total sales
43 price shall be paid by Seller to Broker in readily available funds on the date of closing of Property as evidenced by delivery
44 of warranty deed and payment of purchase price ("Closing"). In any exchange of the Property, Seller consents to Broker
45 receiving compensation from both parties based upon the value of both properties.

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

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

62 In the event that a ready, willing, and able Buyer (or Tenant) is produced and a contract results, the Seller is obligated to
63 compensate Broker in the event that Seller unlawfully fails to close or to fulfill lease terms by Seller's breach of the
64 Purchase and Sale Agreement or the lease agreement. In the event this occurs, Seller agrees to compensate Broker in an
65 amount equal to the compensation which would have been due and owing Broker had the transaction closed or lease been
66 fulfilled. Such compensation will be payable without demand. Should Broker consent to release the Listing prior to the
67 expiration of the term of this Agreement or any extensions, Seller agrees to pay all costs incurred by Broker to market the
68 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
69 Broker. Seller agrees to pay all reasonable attorney's fees together with any court costs and expenses which real estate
70 agent incurs in enforcing any of Seller's obligations to pay compensation under this Listing Agreement. The parties hereby
71 agree that all remedies are fair and equitable and neither party will assert the lack of mutuality of remedies as a defense in
72 the event of a dispute.

73 7. **FURTHER INFORMATION CONCERNING PROPERTY.**

74 A. **Mineral, oil, gas, water and timber rights.**

75 Will conveyance of this Property include all mineral, oil, gas, water and timber rights? ☐ Yes / ☐ No

76 If no, please explain: _____
77 _____

78 B. **Crops.**

79 Crops planted at the time of sale will:

80 ☐ Pass with the land to the buyer OR ☐ Remain with the Seller OR ☐ Other (please describe): _____
81 _____

82 C. **Leasehold or Tenant's Rights.**

83 There are no leasehold interests or tenant's rights in the subject Property, except as follows:
84 _____
85 _____

86 D. **Licenses or Usage Permits.**

87 No licenses or usage permits have been granted, including but not limited to those for crops, minerals, water, grazing,
88 timber, usage rights to hunters, fishermen, or others except as follows:
89 _____
90 _____

E. Utilities.

Seller represents that the following utility connections are located as follows: (e.g. on the Property, at the lot line, across the street, unknown, etc.)

Electricity: _____

Gas: _____

Municipal Sewer: _____

Municipal Water: _____

Telephone: _____

Cable: _____

F. Zoning.

Seller represents that the Property is zoned _____

G. Flood Zone.

Is the Property or any part thereof located in a flood zone?

H. Exterior Injection Well, Soil Absorption and/or Percolation Test.

1. Exterior Injection Well. Does the Seller have knowledge of an exterior injection well being present on the Property? ☐ Yes / ☐ No

2. Soil Absorption and/or Percolation Test. Has the Property been tested for ☐ soil absorption and/or ☐ percolation? If either box is checked, please provide a copy of test results within _____ days of signing Agreement.

I. Subsurface Sewage Disposal.

Has the Property been evaluated for a Sub-Surface Sewage Disposal System? ☐ Yes / ☐ No

If yes, please provide a copy within _____ days of signing Agreement.

J. Survey.

Has the Property been surveyed? ☐ Yes / ☐ No If yes, please provide a copy of the most recent survey within _____ days of signing Agreement.

K. Special Tax Arrangements.

Is the Property in any special tax arrangement such as Green Belt? ☐ Yes / ☐ No

If yes, please list details: _____

L. Foreign/Unnatural Materials on Property.

Are you aware of any underground tanks or toxic substances, tires, appliances, garbage, foreign and/or unnatural materials, asbestos, polychlorinated biphenyl (PCB's), ureaformaldehyde, methane gas, methamphetamine production, radioactive material or radon on the Property (structure or soil)? ☐ Yes / ☐ No

If yes, please list details, including the substance and its location: _____

8. 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) who is the procuring cause of

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



Copyright 2015 © Tennessee Realtors®

Version 01/01/2019

RF131 – Lot/Land Exclusive Right to Sell Listing Agreement (Designated Agency), Page 3 of 8

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 Multiple Listing Profile Sheet; to exhibit said Property to any prospective Buyer; and to have photographs/videos taken, and/or audio recorded for the creation of any advertising materials of said Property to be used and distributed in promoting the sale and to use same to advertise the Property on the Internet or other broadcast media; and to do such advertising as Broker deems appropriate. In the event that Seller provides photographs, videos or other copyrightable materials to Broker, Seller grants Brokers a nonrevocable license to such material and the authority to grant license to Broker's MLS for storage; reproduction, compiling and distribution of said material. Seller shall allow the Property to be shown at all reasonable hours and otherwise cooperate with Broker. Seller agrees that Broker is authorized to receive on behalf of Seller all notices, offers, and other documents incidental to the offering and sale of the Property which is covered by this Agreement. Seller agrees that such receipt by Broker may be deemed to be receipt by Seller if such documents so provide or if the law so requires. Seller agrees to keep Broker informed of Seller's whereabouts in order for Broker to promptly forward all such notices, offers and other information to Seller. In response to inquiries from Buyers or cooperating brokers, Broker will follow Seller's lawful instructions on the disclosure of the existence of any offer and/or disclosure of terms and conditions of any offer. (Code of Ethics Standard of Practice 1-15)

9. 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.

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

Seller agrees to carefully review the information on the Multiple Listing Profile Sheet to ensure information is accurate. Seller has not advised Broker and/or his affiliated Licensees (hereinafter "Agents") of any defects in the Property or the improvements located thereon. Seller is not aware of any other defect or environmental factor which would affect the value of the Property, significantly reduce the structural integrity of the 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. 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 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 fees 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 showings ~~or "Open-Houses"~~ of the Property. Seller is responsible for compliance with state or federal law regarding usage of video or audio recording devices while marketing or showing the property. Seller should seek legal advice regarding their rights or limitations related to their actions. Seller additionally authorizes Broker and/or his affiliated Licensees and any duly authorized key holder key-entry access to the Property. Seller also authorizes Broker and/or his affiliated Licensees to place a lock box on said Property for the purpose of conducting or allowing cooperating brokers to conduct key-entry showings of this Property. Seller represents that adequate insurance will be kept in force to protect Seller in the event of any damage, losses or claims arising from entry to Property by persons through the above use of the key and agrees to hold Broker, its licensees, salespersons and employees harmless from any loss, theft, or damage incurred as a result of showings ~~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 which may affect the Property; uses and zoning of the Property, whether permitted or proposed; for applicable boundaries of school districts or other school information; proposed or pending condemnation actions involving the Property; the appraised or future value of the Property; termites and wood destroying organisms; building products and construction techniques; the tax or legal consequences of a contemplated transaction; matters relating to financing; etc. Seller is hereby advised to seek independent expert advice on any of these or other 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.

11. 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, taxation, financing, square footage, acreage, home inspections, geological issues, wood destroying organisms, 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.

12. AGENCY.

A. Definitions.

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

B. Duties owed to all Parties to a Transaction.

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

1. To diligently exercise reasonable skill and care in providing services to all parties to the transaction;
2. To disclose to each party to the transaction any Adverse Facts of which licensee has actual notice or knowledge;

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



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 listed under subsection 12.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 contemplated transaction between these parties is terminated and no further negotiations occur between the parties). At that time, the agent will immediately revert to Designated Agency status for the Seller.

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

14. **TITLE.** Seller warrants he is vested with good and 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.

15. **OTHER PROVISIONS.**

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

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

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

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

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

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

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

348

349

350

351

352

353

354

355

356

357

358

359

360

361

362

363

364

365

366

367

368

369

370

371

372

373

374

375

376

377

378

379

380

381

382

383

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

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

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

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

BY: Broker or Licensee Authorized by Broker

BROKER/FIRM

_____ at _____ o'clock □ am/ □ pm

Date

Address

Phone: _____

Fax: _____

Print/Type Name

Email: _____

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

SELLER/OWNER

SELLER/OWNER

Print/Type Name

Print/Type Name

_____ at _____ o'clock □ am/ □ pm

Date

_____ at _____ o'clock □ am/ □ pm

Date

Address

Address

Phone: _____ (H) _____ (Cell)

Phone: _____ (H) _____ (Cell)

(W) Email: _____

(W) Email: _____

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



Copyright 2015 © Tennessee Realtors®

Version 01/01/2019

RF131 – Lot/Land Exclusive Right to Sell Listing Agreement (Designated Agency), Page 8 of 8

LOT/LAND EXCLUSIVE RIGHT TO SELL LISTING AGREEMENT (Seller Agency)

1 **BROKER (listing company):** _____

2 **ADDRESS OF COMPANY:** _____

3 **OWNER / SELLER:** _____

4 **ADDRESS OF OWNER / SELLER:** _____

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

8 **1. PROPERTY ADDRESS / LEGAL DESCRIPTION:** _____

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

13 with an estimated acreage of _____ ("Property").

14 **A. Other items that remain with the Property at no additional cost to Buyer:**

15 _____
16 _____
17 _____
18 **B. Items that will NOT remain with the Property:**

19 _____
20 _____
21 _____

22 **2. THE LISTING PRICE \$** _____ (_____ Dollars).

23 This price is based (select one):

- 24 ☐ for entire Property as a tract and not by the acre; or
25 ☐ per acre with the sales price to be determined by the actual amount of acreage of the Property, \$ _____
26 per acre based on a current or mutually acceptable survey; or
27 ☐ for entire Property as a tract but with the sales price to be adjusted upward or downward at \$ _____ per acre
28 in the event the actual amount of acreage of the Property based on a current or mutually acceptable survey should
29 vary more or less than _____ acre(s) from the _____ estimated acreage.

30 **3. TERM.** Listing Date: _____ Expiration Date: _____

31 If a contract to purchase, exchange or lease is signed before this Agreement expires, the term hereof shall continue until
32 final disposition of Purchase and Sale Agreement, exchange agreement, or lease agreement.

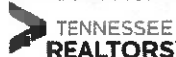
33 **Carry-Over Clause.** Should Seller contract to sell or exchange, or contract to lease the Property within _____ days
34 after the expiration of this Exclusive Right to Sell Listing Agreement ("Agreement") to any Buyer/Tenant (or anyone
35 acting on Buyer's/Tenant's behalf) who has been introduced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

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

41 **5. POSSESSION OF PROPERTY** to be delivered: _____

42 **6. COMPENSATION.** A total of \$ _____, or _____ % compensation based on the total sales price shall be paid
43 by Seller to Broker in readily available funds on the date of closing of Property as evidenced by delivery of warranty deed

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



Copyright 2013 © Tennessee Realtors®

RF132 – Lot/Land Exclusive Right to Sell Listing Agreement (Seller Agency), Page 1 of 9

Version 01/01/2019

and payment of purchase price which includes, but is not limited to, payment of purchase price in full, execution of a 1031 exchange, execution of a deed of trust, or execution of a promissory note (the "Closing"). In any exchange of the Property, Seller consents to Broker receiving compensation from both parties based upon the value of both properties.

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

In the event a Buyer is found for said Property during the period above set out, on the terms and at the price specified herein, or for a price and upon terms agreeable to Seller, Seller further agrees to convey said Property by warranty deed to such Buyer, free from all assessments, liens and encumbrances, but subject to all restrictions of record, if any. The compensation payable for the sale of Property is not set in any manner other than between Broker and Seller. Property is offered without regard to race, 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. FURTHER INFORMATION CONCERNING PROPERTY.

A. Mineral, oil, gas, water and timber rights.

Will conveyance of this Property include all mineral, oil, gas, water and timber rights? ☐ Yes / ☐ No
If no, please explain: _____

B. Crops.

Crops planted at the time of sale will:

☐ Pass with the land to the buyer OR ☐ Remain with the seller OR ☐ Other (please describe): _____

C. Leasehold or Tenant's Rights.

There are no leasehold interests or tenant's rights in the subject Property, except as follows: _____

D. Licenses or Usage Permits.

No licenses or usage permits have been granted, including but not limited to those for crops, minerals, water, grazing, timber, usage rights to hunters, fishermen, or others except as follows: _____

E. Utilities.

Seller represents that the following utility connections are located as follows: (e.g. on the Property, at the lot line, across the street, unknown, etc.)

Electricity: _____
Municipal Sewer: _____
Telephone: _____

Gas: _____
Municipal Water: _____
Cable: _____

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



Copyright 2013 © Tennessee Realtors®

RF132 – Lot/Land Exclusive Right to Sell Listing Agreement (Seller Agency), Page 2 of 9

Version 01/01/2019

F. Zoning.

Seller represents that the Property is zoned _____

G. Flood Zone.

Is the Property or any part thereof located in a flood zone?

H. Exterior Injection Well, Soil Absorption and/or Percolation Test.

1. Exterior Injection Well. Does the Seller have knowledge of an exterior injection well being present on the property? ☐ Yes / ☐ No

2. Soil Absorption and/or Percolation Test. Has the Property been tested for ☐ soil absorption and/or ☐ percolation? If either box is checked, please provide a copy of test results within _____ days of signing Agreement.

I. Subsurface Sewage Disposal.

Has the Property been evaluated for a Sub-Surface Sewage Disposal System? ☐ Yes / ☐ No

If yes, please provide a copy within _____ days of signing Agreement.

J. Survey.

Has the Property been surveyed? ☐ Yes / ☐ No If yes, please provide a copy of the most recent survey within _____ days of signing Agreement.

K. Special Tax Arrangements.

Is the Property in any special tax arrangement such as Green Belt? ☐ Yes / ☐ No

If yes, please list details: _____

L. Foreign/Unnatural Materials on Property.

Are you aware of any underground tanks or toxic substances, tires, appliances, garbage, foreign and/or unnatural materials, asbestos, polychlorinated biphenyl (PCB's), ureaformaldehyde, methane gas, methamphetamine production, radioactive material or radon on the Property (structure or soil)? ☐ Yes / ☐ No

If yes, please list details, including the substance and its location: _____

8. 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 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 Multiple Listing Profile Sheet; to exhibit said Property to any prospective Buyer; and to have photographs/videos taken, and/or audio recorded for the creation of any advertising materials of said Property to be used

and distributed in promoting the sale and to use same to advertise the Property on the Internet or other broadcast media; and to do such advertising as Broker deems appropriate. In the event that Seller provides photographs, videos or other copyrightable materials to Broker, Seller grants Brokers a nonrevocable license to such material and the authority to grant license to Broker's MLS for storage; reproduction, compiling and distribution of said material. Seller shall allow the Property to be shown at all reasonable hours and otherwise cooperate with Broker. Seller agrees that Broker is authorized to receive on behalf of Seller, all notices, offers, and other documents incidental to the offering and sale of the Property which is covered by this Agreement. Seller agrees that such receipt by Broker may be deemed to be receipt by Seller if such documents so provide or if the law so requires. Seller agrees to keep Broker informed of Seller's whereabouts in order for Broker to promptly forward all such notices, offers and other information to Seller. *In response to inquiries from Buyers or cooperating brokers, Broker will follow Seller's lawful instructions on the disclosure of the existence of any offer and/or disclosure of terms and conditions of any offer. (Code of Ethics Standard of Practice 1-15)*

9. 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.

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

Seller agrees to carefully review the information on the Multiple Listing Profile Sheet to ensure information is accurate. Seller has not advised Broker and/or his affiliated Licensees (hereinafter "Agents") of any defects in the Property or the improvements located thereon. Seller is not aware of any other defect or environmental factor which would affect the value of or the structural 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. 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 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 fees 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 showings or "Open-Houses" of the Property. Seller is responsible for compliance with state or federal law regarding usage of video or audio recording devices while marketing or showing the property. Seller should seek legal advice regarding their rights or limitations related to their actions. Seller additionally authorizes Broker and/or his affiliated Licensees and any duly authorized key holder key-entry access to the Property. Seller also authorizes Broker and/or his affiliated Licensees to place a lock box on said Property for the purpose of conducting or allowing cooperating brokers to conduct key-entry showings of this Property. Seller represents that adequate insurance will be kept in force to protect Seller in the event of any damage, losses or claims arising from entry to Property by persons through the above use of the key and agrees to hold Broker, its licensees, salespersons and employees harmless from any loss, theft, or damage incurred as a result of showings, Open-Houses or otherwise authorized entry thereof.

Seller acknowledges and agrees that Broker:

(a) May show other properties to prospective buyers who are interested in Seller's Property;

(b) Is not an expert with regard to matters that could be revealed through a survey, title search, or inspection; for the condition of the Property, any portion thereof, or any item therein; for any geological issues present on the Property; for the necessity or cost of any repairs to Property; hazardous or toxic materials; square footage; acreage; the availability and cost of utilities, septic or community amenities; conditions existing off the Property which may affect the Property; uses and zoning of the Property, whether permitted or proposed; for applicable boundaries of school districts or other school information; proposed or pending condemnation actions involving the Property; the appraised or future value of the Property; termites and wood destroying organisms; building products and construction techniques; the tax or legal consequences of a contemplated transaction; 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 or other matters which are of concern to Seller;

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

- (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.

11. 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, taxation, financing, square footage, acreage, home inspections, geological issues, wood destroying organisms, 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.

12. AGENCY.

A. Definitions.

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

B. Duties owed to all Parties to a Transaction.

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

1. To diligently exercise reasonable skill and care in providing services to all parties to the transaction;
2. To disclose to each party to the transaction any Adverse Facts of which licensee has actual notice or knowledge;
3. To maintain for each party in a transaction the confidentiality of any information obtained by a licensee prior to disclosure to all parties of a written agency agreement entered into by the licensee to represent either or both parties in the transaction. This duty of confidentiality extends to any information which the party would reasonably expect to be held in confidence, except for information which the party has authorized for disclosure

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



Copyright 2013 © Tennessee Realtors®

RF132 – Lot/Land Exclusive Right to Sell Listing Agreement (Seller Agency), Page 5 of 9

Version 01/01/2019

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 subsection 12.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.

D. Seller's Authorizations.

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 Listing Licensee may also have a representation agreement with the Buyer. 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.

13. **EARNEST MONEY/TRUST MONEY.** Broker is authorized to accept from Buyer a deposit as earnest money/trust money to be applied to the purchase price for the Property. Such deposit is to be held by Broker in an escrow or trustee

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



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.

14. TITLE. Seller warrants he is vested with good and 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.

15. OTHER PROVISIONS.

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

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

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

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

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

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

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

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

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

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



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

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

BY: Broker or Licensee Authorized by Broker

BROKER/FIRM

_____ at _____ o'clock ☐ am/ ☐ pm

Date

Address

Phone: _____

Fax: _____

Print/Type Name

Email: _____

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

SELLER/OWNER

SELLER/OWNER

Print/Type Name

Print/Type Name

_____ at _____ o'clock ☐ am/ ☐ pm

Date

_____ at _____ o'clock ☐ am/ ☐ pm

Date

Address

Address

Phone: _____ (H) _____ (Cell)

Phone: _____ (H) _____ (Cell)

_____ (W) Email: _____

_____ (W) Email: _____

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.

DRAFT SPECIMEN

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



EXCLUSIVE BUYER REPRESENTATION AGREEMENT (Designated Agency)

1 **Broker/Firm:** _____

2 **Address of Firm:** _____

3 **Buyer:** _____

4 **1. TERM.**

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

7 _____ ("Client" or "Buyer") hereby employs the
8 Firm/Broker of _____ ("Broker"), as Client's
9 exclusive agent to locate property for Client's purchase, lease, exchange or option (collectively "Purchase") during the
10 term of this agreement, and to advocate the Client's best interests in the negotiation of terms and conditions of any such
11 Purchase. This Buyer Representation Agreement ("Agreement") begins on this date and terminates at 11:59 p.m. local time
12 on _____, _____, or at the closing (or in the case of a lease, the date of possession) of any
13 Purchase under this Agreement, if such occurs earlier. If a contract to purchase, exchange, or lease is signed before this
14 Agreement expires, the term hereof shall continue until final disposition of the Purchase and Sales Agreement, exchange
15 agreement, or lease agreement.

16 **2. TYPE OF PROPERTY SOUGHT BY CLIENT.**

17 **A. General Description, Size and Location:** _____

18
19 **B. Price Range & Terms:** _____

20 **C. Sources to be Searched for Property:** _____

21
22 **D. Other Terms/Conditions:** _____

23 **E. Properties Specifically Exempted from this Agreement:** _____

24
25 **3. CLIENT DUTIES.**

26 Buyer agrees:

- 27 **A.** To Purchase property exclusively through Broker during the term of this Agreement;
- 28 **B.** To furnish Broker on a timely basis with any necessary personal and/or financial information to ensure Client's
29 ability to Purchase;
- 30 **C.** That he/she is not under an exclusive right to buy contract or exclusive buyer representation agreement with any
31 other agent at this time;
- 32 **D.** That if Client utilizes the services of another real estate broker or deals solely with a Seller's Agent or the Seller
33 directly at any time during the effective period of this Agreement and/or any extensions thereof and then enters into
34 an agreement with a seller/owner to Purchase any property(ies) described above, the Buyer still owes a commission
35 to the Broker provided herein;
- 36 **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
37 fully disclosed to Client. If a fee is not offered or paid to Broker, as could occur, for example, in the purchase of an
38 unlisted property, Client agrees to pay Broker a total of \$ _____ or _____ % compensation
39 based on the total sale price. In the event that Buyer leases a property in lieu of purchase, the Buyer agrees to pay
40 Broker a total of \$ _____ in compensation unless otherwise stated herein. In the event that the amount of
41 any cooperating compensation paid by Seller or Seller's broker is less than the amount listed above, Buyer agrees to

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



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

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

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

4. AGENCY

A. Definitions

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

B. Duties owed to all Parties to a Transaction.

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

1. To diligently exercise reasonable skill and care in providing services to all parties to the transaction;

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

115 **C. Duties Owed to Client.**

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

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

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

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

136 During the effective period of this Agreement:

- 137 1. Client should not contact listing agents directly and should make all arrangements to view and inspect
138 property through Broker;
- 139 2. In the event Client comes into contact with a Seller's Agent(s) (for example, at an open house viewing),
140 Client shall immediately inform the Seller's Agent(s) that he/she is represented by Broker; and

- 141 3. If Client purchases property(ies) covered by this Agreement through another real estate licensee or a
142 Seller's Agent(s) or directly from a Seller, Client understands that he/she still owes a commission to the
143 Broker as set forth in this Agreement.

144 **E. Buyer's Authorizations.**

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

167 **5. CONFIDENTIALITY.**

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

171 **6. EARNEST MONEY/TRUST MONEY.**

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

176 **7. LIMITATIONS ON BROKER'S AUTHORITY AND RESPONSIBILITY.**

177 Buyer acknowledges and agrees that Broker and Designated Agent:

- 178 A. May show the same properties to other prospective buyers;
- 179 B. Is not an expert with regard to matters that could be revealed through a survey, title search, or inspection; the
180 insurability of the property or cost to insure the property; for the condition of the property, any portion thereof, or
181 any item therein; for any geological issues present on the property; for any issues arising out of the failure to inspect
182 property prior to entering into an agreement to Purchase property and/or closing on property; for the necessity or
183 cost of any repairs to property; hazardous or toxic materials; square footage; acreage; the availability and cost of
184 utilities, septic or community amenities; conditions existing off a property which may affect said property; proposed
185 or pending condemnation actions involving the property; uses and zoning of a property, whether permitted or
186 proposed; for applicable boundaries of school districts or other school information; termites and wood destroying
187 organisms; building products and construction techniques; the tax or legal consequences of a contemplated
188 transaction; matters relating to financing; for the appraised or future value of a property; etc. Buyer acknowledges
189 that Broker is not an expert with respect to the above matters and is hereby advised to seek independent expert
190 advice on any of these or other matters which are of concern to Buyer;

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

8. EXPERT ASSISTANCE.

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

9. OTHER PROVISIONS.

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

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

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

242
243
244
245
246 **12. SPECIAL STIPULATIONS.** The following Special Stipulations, if conflicting with any preceding section, shall
247 control:

248
249
250
251
252
253
254
255
256
257
258

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

260
261 **BY: Broker or Licensee Authorized by Broker**

BROKER/FIRM

262 _____ at _____ o'clock ☐ am/ ☐ pm

263 Date

Address

264
265 Print/Type Name

Phone: _____ Fax: _____

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

267
268 **BUYER**

BUYER

269
270 Print/Type Name

Print/Type Name

271 _____ at _____ o'clock ☐ am/ ☐ pm

272 Date

_____ at _____ o'clock ☐ am/ ☐ pm

273 Date

274 Address

Address

275 Phone: _____ (H) _____ (Cell)

Phone: _____ (H) _____ (Cell)

276 (W) Email: _____

(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.

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



Copyright 2015 © Tennessee Realtors®

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

Version 01/01/2019

EXCLUSIVE BUYER REPRESENTATION AGREEMENT (BUYER AGENCY)

1 **Broker/Firm:** _____

2 **Address of Firm:** _____

3 **Buyer:** _____

4 **1. TERM.**

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

7 _____ (“Client” or “Buyer”) hereby employs
8 the Firm/Broker of _____ (“Broker”), as Client’s
9 exclusive agent to locate property for Client’s purchase, lease, exchange or option (collectively “Purchase”) during the
10 term of this agreement, and to advocate the Client’s best interests in the negotiation of terms and conditions of any such
11 Purchase. This Buyer Representation Agreement (“Agreement”) begins on this date and terminates at 11:59 p.m. local time
12 on _____, _____, or at the closing (or in the case of a lease, the date of possession) of any
13 Purchase under this Agreement, if such occurs earlier. If a contract to purchase, exchange, or lease is signed before this
14 Agreement expires, the term hereof shall continue until final disposition of the Purchase and Sales Agreement, exchange
15 agreement, or lease agreement.

16 **2. TYPE OF PROPERTY SOUGHT BY CLIENT.**

17 **A. General Description, Size and Location:**

18 _____

20 **B. Price Range & Terms:** _____

21 **C. Sources to be Searched for Property:**

22 _____

24 **D. Other Terms/Conditions:**

25 _____

27 **E. Properties Specifically Exempted from this Agreement:**

28 _____

30 **3. CLIENT DUTIES.**

31 Buyer agrees:

- 32 **A.** To Purchase property exclusively through Broker during the term of this Agreement;
- 33 **B.** To furnish Broker on a timely basis with any necessary personal and/or financial information to ensure Client’s ability
34 to Purchase;
- 35 **C.** That he/she is not under an exclusive right to buy contract or exclusive buyer representation agreement with any other
36 agent at this time;
- 37 **D.** That if Client utilizes the services of another real estate broker or deals solely with a Seller’s Agent or the Seller
38 himself at any time during the effective period of this Agreement or any extensions thereof and then enters into an
39 agreement with a seller/owner to Purchase any property(ies) described above, the Buyer still owes a commission to
40 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 offered by Seller or Seller's broker is less than the amount listed above, Buyer agrees to pay Broker the difference at closing, or on the date of possession in the case of a lease. Broker's fee is earned at the signing by both parties of an agreement to purchase, lease, exchange or the exercise of an option for any property(ies) as described above and is due at the closing of any such transaction or upon possession of property unless otherwise stated herein. In the event that Buyer defaults on performance of a valid contract for sale, lease, exchange or exercised option, Broker's fee will be due on the date of default. Buyer agrees to pay all reasonable attorney's fees together with any court costs and expenses which real estate firm incurs in enforcing any of Buyer's obligations to pay compensation under this Agreement. The parties hereby agree that all remedies are fair and equitable and neither party will assert the lack of mutuality of remedies as a defense in the event of a dispute. **NOTICE:** Real estate fees are not fixed by law. They are set by each broker individually and are negotiable between Client and Broker. The payment of any fee by Seller will not make Broker either the Agent or Subagent of the Seller;
- F. **Carry-Over Clause.** Should the Buyer contract to buy or exchange, or contract to lease a property within _____ days after the expiration of this Agreement with any Seller/Landlord (or anyone acting on Seller's/Landlord's behalf) who has been introduced to the Buyer by the Broker, directly or indirectly, during the term hereof, as extended, the Buyer agrees to pay the compensation as set forth above. This carry-over clause shall not apply if the Buyer is subject to a buyer's representation agreement with another licensed real estate broker at the time of such contract.
- G. That he/she has reviewed this Agreement and agrees with the terms herein.

4. AGENCY

A. Definitions

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

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

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

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

118 **C. Duties Owed to Client.**

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

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

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

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

139 During the effective period of this Agreement:

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

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

147 **E. Buyer's Authorizations.**

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

163 **5. CONFIDENTIALITY.**

164 Information which the Buyer authorizes Broker and his affiliated licensees to disclose which might otherwise be
165 confidential:
166 _____
167 _____
168 _____

169 **6. EARNEST MONEY/TRUST MONEY.**

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

174 **7. LIMITATIONS ON BROKER'S AUTHORITY AND RESPONSIBILITY.**

175 Buyer acknowledges and agrees that Broker:

- 176 A. May show the same properties to other prospective buyers;
- 177 B. Is not an expert with regard to matters that could be revealed through a survey, title search, or inspection; the
178 insurability of the property or cost to insure the property; for the condition of the property, any portion thereof,
179 or any item therein; for any geological issues present on the property; for any issues arising out of the failure to
180 inspect property prior to entering into an agreement to Purchase property and/or closing on property; for the
181 necessity or cost of any repairs to property; hazardous or toxic materials; square footage; acreage; the availability
182 and cost of utilities, septic, or community amenities; conditions existing off a property which may affect said
183 property; proposed or pending condemnation actions involving the property; uses and zoning of a property,
184 whether permitted or proposed; for applicable boundaries of school districts or other school information; termites
185 and wood destroying organisms; building products and construction techniques; the tax or legal consequences of
186 a contemplated transaction; matters relating to financing; for the appraised or future value of a property; etc.
187 Buyer acknowledges that Broker is not an expert with respect to the above matters and is hereby advised to seek
188 independent expert advice on any of these or other matters which are of concern to Buyer;
- 189 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
190 Agreement and the duties contained in the Tennessee Real Estate Licensee Act of 1973, as amended, and the
191 Tennessee Real Estate Commission Rules; and
- 192 D. May make all disclosures required by law and/or the National Association of Realtors® Code of Ethics.

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

8. EXPERT ASSISTANCE.

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

9. OTHER PROVISIONS.

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

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

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

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

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

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

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

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

244 _____

245 _____

246 _____

247 _____

248 _____

249 _____

250 _____

251 _____

252 _____

253 _____

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

255 _____
256 **BY: Broker or Licensee Authorized by Broker**

BROKER/FIRM

257 _____ at _____ o'clock ☐ am/ ☐ pm

258 Date

Address

259 _____
260 Print/Type Name

Phone:

Fax:

Email:

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

262 _____
263 **BUYER**

BUYER

264 _____
265 Print/Type Name

Print/Type Name

266 _____ at _____ o'clock ☐ am/ ☐ pm

267 Date

_____ at _____ o'clock ☐ am/ ☐ pm

268 Date

269 Address

Address

270 Phone: _____ (H) _____ (Cell)

Phone: _____ (H) _____ (Cell)

271 _____ (W) Email: _____

_____ (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.

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



Copyright 2015 © Tennessee Realtors®

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

Version 01/01/2019

NON-EXCLUSIVE BUYER REPRESENTATION AGREEMENT (Designated Agency)

1 **Broker/Firm:** _____

2 **Address of Firm:** _____

3 **Buyer:** _____

4 **1. TERM.**

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

7 _____ ("Client" or "Buyer") hereby employs
8 the Firm/Broker of _____ ("Broker"), as
9 Client's non-exclusive agent to locate property for Client's purchase, lease, exchange or option (collectively "Purchase")
10 during the term of this agreement, and to advocate the Client's best interests in the negotiation of terms and conditions of
11 any such Purchase. This Buyer Representation Agreement ("Agreement") begins on this date and terminates at 11:59 p.m.,
12 local time, on _____, _____, or at the closing (or in the case of a lease, the date of possession)
13 of any Purchase under this Agreement, if such occurs earlier.

14 **2. TYPE OF PROPERTY SOUGHT BY CLIENT.**

15 **A. General Description, Size and Location:** _____

16 _____
17 **B. Price Range & Terms:** _____

18 **C. Sources to be Searched for Property:** _____

19 _____
20 **D. Other Terms/Conditions:** _____

21 **E. Properties Specifically Exempted from this Agreement:** _____

22 _____
23 **3. CLIENT DUTIES.**

24 Buyer agrees:

25 **A.** To furnish Broker on a timely basis with any necessary personal and/or financial information to ensure Client's ability
26 to Purchase.

27 **B.** That he/she is not under an exclusive right to buy contract or exclusive buyer's representation agreement with any
28 other agent at this time.

29 **C.** To authorize Broker to negotiate for a fee paid by the Seller and/or the Seller's agent, the payment of which will be
30 fully disclosed to Client. If a fee is not offered or paid to Broker, as could occur, for example, in the purchase of an
31 unlisted property, Client agrees to pay Broker a total of \$ _____ or _____ % compensation based
32 on the total sale price of any properties achieved through the efforts of Broker. In the event that Buyer leases a
33 property in lieu of purchase achieved through the efforts of Broker, the Buyer agrees to pay Broker a total of
34 \$ _____ in compensation unless otherwise stated herein. In the event that the amount of any cooperating
35 compensation paid by Seller or Seller's broker is less than the amount listed above, Buyer agrees to pay Broker the
36 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
37 parties of an agreement to purchase, lease, exchange or the exercise of an option for any property(ies) as described
38 above through the efforts of Broker and is due at the closing of any such transaction or upon possession of property
39 unless otherwise stated herein. In the event that Buyer defaults on performance of a valid contract for sale, lease,
40 exchange or exercised option, Broker's fee will be due on the date of default. Buyer agrees to pay all reasonable
41 attorney's fees together with any court costs and expenses which real estate firm incurs in enforcing any of Buyer's
42 obligations to pay compensation under this Agreement. The parties hereby agree that all remedies are fair and
43 equitable and neither party will assert the lack of mutuality of remedies as a defense in the event of a dispute.

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



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.

D. Carry-Over Clause. Should the Buyer contract to buy or exchange, or contract to lease a property within _____ days after the expiration of this Agreement with any Seller/Landlord (or anyone acting on Seller's/Landlord's behalf) who has been introduced to the Buyer, directly or indirectly by the Broker, 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.

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

4. AGENCY

A. Definitions

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

B. Duties owed to all Parties to a Transaction.

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

1. To diligently exercise reasonable skill and care in providing services to all parties to the transaction;
 2. To disclose to each party to the transaction any Adverse Facts of which Licensee has actual notice or knowledge;
 3. To maintain for each party in a transaction the confidentiality of any information obtained by a Licensee prior to disclosure to all parties of a written agency agreement entered into by the Licensee to represent either or both parties in the transaction. This duty of confidentiality extends to any information that the party would reasonably expect to be held in confidence, except for information which the party has authorized for disclosure or information required by law to be disclosed;
 4. To provide services to each party to the transaction with honesty and good faith;
 5. To disclose to each party to the transaction timely and accurate information regarding market conditions that might affect such transaction only when such information is available through public records and when such information is requested by a party;
 6. To give timely account for earnest money deposits and all other property received from any party to a transaction;
- and

- 97 7. (A) To refrain from engaging in self-dealing or acting on behalf of Licensee's immediate family, or on behalf of
98 any other individual, organization or business entity in which Licensee has a personal interest without prior
99 disclosure of such personal interest and the timely written consent of all parties to the transaction; and
100 (B) To refrain from recommending to any party to the transaction the use of services of another individual,
101 organization or business entity in which the Licensee has an interest or from whom the Licensee may receive a
102 referral fee or other compensation for the referrals, other than referrals to other Licensees to provide real estate
103 services, without timely disclosing to the party who receives the referral, the Licensee's interest in such referral
104 or the fact that a referral fee may be received.

105 **C. Duties Owed to Client.**

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

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

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

123 **D. Buyer's Authorizations.**

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

146 **5. CONFIDENTIALITY.**

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

149
150
151
152

153 **6. EARNEST MONEY/TRUST MONEY.**

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

158 **7. LIMITATIONS ON BROKER'S AUTHORITY AND RESPONSIBILITY.**

159 Buyer acknowledges and agrees that Broker and Designated Agent:

- 160 A. May show the same properties to other prospective buyers;
- 161 B. Is not an expert with regard to matters that could be revealed through a survey, title search, or inspection; the
162 insurability of the property or cost to insure the property; for the condition of the property, any portion thereof, or any
163 item therein; for any geological issues present on the property; for any issues arising out of the failure to inspect
164 property prior to entering into an agreement to Purchase property and/or closing on property; for the necessity or cost
165 of any repairs to property; hazardous or toxic materials; square footage; acreage; the availability and cost of utilities,
166 septic, or community amenities; conditions existing off a property which may affect said property; proposed or
167 pending condemnation actions involving the property; uses and zoning of a property, whether permitted or proposed;
168 for applicable boundaries of school districts or other school information; termites and wood destroying organisms;
169 building products and construction techniques; the tax or legal consequences of a contemplated transaction; matters
170 relating to financing; for the appraised or future value of a property; etc. Buyer acknowledges that Broker is not an
171 expert with respect to the above matters and is hereby advised to seek independent expert advice on any of these or
172 other matters which are of concern to Buyer;
- 173 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
174 Agreement and the duties contained in the Tennessee Real Estate License Act of 1973, as amended, and the Tennessee
175 Real Estate Commission Rules; and
- 176 D. May make all disclosures required by law and/or the National Association of Realtors® Code of Ethics.
- 177 E. **Hereby advises Buyer of the possibility that some properties may utilize security devices that record physical**
178 **movements or audio conversations. Therefore, Buyers should limit making comments concerning the value,**
179 **features, or condition while viewing any property.**

180 **8. EXPERT ASSISTANCE.**

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

187 **9. OTHER PROVISIONS.**

- 188 **A. Binding Effect, Entire Agreement, Modification, and Assignment.** This Agreement shall be for the benefit of, and
189 be binding upon, the parties hereto, their heirs, successors, legal representatives and permitted assigns. This
190 Agreement may only be assigned with the written consent of both parties. This Agreement constitutes the sole and
191 entire agreement between the parties hereto and no modification of this Agreement shall be binding unless signed by
192 all parties or assigns to this Agreement. No representation, promise, or inducement not included in this Agreement
193 shall be binding upon any party hereto. Any assignee shall fulfill all the terms and conditions of this Agreement.
- 194 **B. Governing Law and Venue.** This Agreement is intended as a contract for buyer's agency representation and shall
195 be governed by and interpreted in accordance with the laws and in the courts of the state of Tennessee.
- 196 **C. Terminology.** As the context may require in this Agreement: (1) the singular shall mean the plural and vice versa;
197 (2) all pronouns shall mean and include the person, entity, firm or corporation to which they relate; (3) the masculine
198 shall mean the feminine and vice versa; and (4) the term day(s) used throughout this Agreement shall be deemed to
199 be calendar day(s) ending at 11:59 p.m. local time unless otherwise specified in this Agreement. Local time shall be
200 determined by the location of the Firm.

- 201 D. **Severability.** If any portion or provision of this Agreement is held or adjudicated to be invalid or unenforceable for
202 any reason, each such portion or provision shall be severed from the remaining portions or provisions of this
203 Agreement, and the remaining portions or provisions shall be unaffected and remain in full force and effect.
- 204 E. **Fair Housing.** Broker and Designated Agent shall provide services without regard to race, color, creed, religion, sex,
205 handicap, familial status, national origin, sexual orientation, or gender identity. A request to observe discriminatory
206 practices in the sale, lease, exchange, or option of property will not be granted.

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

214 **11. EXHIBITS AND ADDENDA.** All exhibits and/or addenda attached hereto, listed below, or referenced herein are
215 made a part of this Agreement.
216 _____
217 _____
218 _____

219 **12. SPECIAL STIPULATIONS.** The following Special Stipulations, if conflicting with any preceding section, shall
220 control:
221 _____
222 _____
223 _____
224 _____
225 _____

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

227 _____
228 **BY: Broker or Licensee Authorized by Broker**

BROKER/FIRM

229 _____ at _____ o'clock ☐ am/ ☐ pm

230 Date

Address

231 _____
232 Print/Type Name

Phone: _____ Fax: _____

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

234 _____
235 **BUYER**

BUYER

236 _____
237 Print/Type Name

Print/Type Name

238 _____ at _____ o'clock ☐ am/ ☐ pm

239 Date

_____ at _____ o'clock ☐ am/ ☐ pm

240 Date

241 _____
Address

Address

242 Phone: _____ (H) _____ (Cell)

242 Phone: _____ (H) _____ (Cell)

243 _____ (W) Email: _____

243 _____ (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.

DRAFT SPECIMEN

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



Copyright 2015 © Tennessee Realtors®

Version 01/01/2019

RF143 – Non-Exclusive Buyer Representation Agreement (Designated Agency) Page 6 of 6

NON-EXCLUSIVE BUYER REPRESENTATION AGREEMENT (BUYER AGENCY)

1 **Broker/Firm:** _____

2 **Address of Firm:** _____

3 **Buyer:** _____

4 **1. TERM.**

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

7 _____ ("Client" or "Buyer") hereby employs
8 the Firm/Broker of _____ ("Broker"), as
9 Client's non-exclusive agent to locate property for Client's purchase, lease, exchange or option (collectively "Purchase")
10 during the term of this agreement, and to advocate the Client's best interests in the negotiation of terms and conditions of
11 any such Purchase. This Buyer Representation Agreement ("Agreement") begins on this date and terminates at 11:59 p.m.
12 local time on _____, _____, or at the closing (or in the case of a lease, the date of possession) of
13 any Purchase under this Agreement, if such occurs earlier. If a contract to purchase, exchange, or lease is signed before
14 this Agreement expires, the term hereof shall continue until final disposition of the Purchase and Sales Agreement,
15 exchange agreement, or lease agreement.

16 **2. TYPE OF PROPERTY SOUGHT BY CLIENT.**

17 **A. General Description, Size and Location:** _____

18
19 **B. Price Range & Terms:** _____

20 **C. Sources to be Searched for Property:** _____

21
22 **D. Other Terms/Conditions:** _____

23 **E. Properties Specifically Exempted from this Agreement:** _____

24
25 **3. CLIENT DUTIES.**

26 Buyer agrees:

27 **A.** To furnish Broker on a timely basis with any necessary personal and/or financial information to ensure Client's ability
28 to Purchase.

29 **B.** That he/she is not under an exclusive right to buy contract or exclusive buyer's representation agreement with any
30 other agent at this time.

31 **C.** To authorize Broker to negotiate for a fee paid by the Seller and/or the Seller's agent, the payment of which will be
32 fully disclosed to Client. If a fee is not offered or paid to Broker, as could occur, for example, in the purchase of an
33 unlisted property, Client agrees to pay Broker a total of \$ _____ or _____ % compensation based
34 on the total sale price of any properties achieved through the efforts of Broker. In the event that Buyer leases a
35 property achieved through the efforts of Broker in lieu of purchase, the Buyer agrees to pay Broker a total of
36 \$ _____ in compensation unless otherwise stated herein. In the event that the amount of any cooperating
37 compensation paid by Seller or Seller's broker is less than the amount listed above, Buyer agrees to pay Broker the
38 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
39 parties of an agreement to purchase, lease, exchange or the exercise of an option for any property(ies) as described
40 above through the efforts of Broker and is due at the closing of any such transaction or upon possession of property
41 unless otherwise stated herein. In the event that Buyer defaults on performance of a valid contract for sale, lease,
42 exchange or exercised option, Broker's fee will be due on the date of default. Buyer agrees to pay all reasonable
43 attorney's fees together with any court costs and expenses which real estate firm incurs in enforcing any of Buyer's

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



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.

D. Carry-Over Clause. Should the Buyer contract to sell or exchange, or contract to lease a property within _____ days after the expiration of this Agreement with any Seller/Landlord (or anyone acting on Seller's/Landlord's behalf) who has been introduced to the Buyer, directly or indirectly by the Broker, 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.

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

4. AGENCY

A. Definitions

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

B. Duties owed to all Parties to a Transaction.

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

1. To diligently exercise reasonable skill and care in providing services to all parties to the transaction;
2. To disclose to each party to the transaction any Adverse Facts of which Licensee has actual notice or knowledge;
3. To maintain for each party in a transaction the confidentiality of any information obtained by a Licensee prior to disclosure to all parties of a written agency agreement entered into by the Licensee to represent either or both parties in the transaction. This duty of confidentiality extends to any information that the party would reasonably expect to be held in confidence, except for information which the party has authorized for disclosure or information required by law to be disclosed;
4. To provide services to each party to the transaction with honesty and good faith;

- 96 5. To disclose to each party to the transaction timely and accurate information regarding market conditions that
97 might affect such transaction only when such information is available through public records and when such
98 information is requested by a party;
- 99 6. To give timely account for earnest money deposits and all other property received from any party to a transaction;
100 and
- 101 7. A. To refrain from engaging in self-dealing or acting on behalf of Licensee's immediate family, or on behalf
102 of any other individual, organization or business entity in which Licensee has a personal interest without
103 prior disclosure of such personal interest and the timely written consent of all parties to the transaction; and
- 104 B. To refrain from recommending to any party to the transaction the use of services of another individual,
105 organization or business entity in which the Licensee has an interest or from whom the Licensee may receive
106 a referral fee or other compensation for the referrals, other than referrals to other Licensees to provide real
107 estate services, without timely disclosing to the party who receives the referral, the Licensee's interest in
108 such referral or the fact that a referral fee may be received.

109 **C. Duties Owed to Client.**

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

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

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

127 **D. Buyer's Authorizations.**

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

143 **5. CONFIDENTIALITY.**

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

146
147

148 **6. EARNEST MONEY/TRUST MONEY.**

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

153 **7. LIMITATIONS ON BROKER'S AUTHORITY AND RESPONSIBILITY.**

154 Buyer acknowledges and agrees that Broker:

- 155 A. May show the same properties to other prospective buyers;
- 156 B. Is not an expert with regard to matters that could be revealed through a survey, title search, or inspection; the
157 insurability of the property or cost to insure property; for the condition of the property, any portion thereof, or
158 any item therein; for any geological issues present on the property; for any issues arising out of the failure to
159 inspect property prior to entering into an agreement to Purchase property and/or closing on property; for the
160 necessity or cost of any repairs to property; hazardous or toxic materials; square footage; acreage; the availability
161 and cost of utilities, septic, or community amenities; conditions existing off a property which may affect said
162 property; proposed or pending condemnation actions involving the property; uses and zoning of a property,
163 whether permitted or proposed; for applicable boundaries of school districts or other school information; termites
164 and wood destroying organisms; building products and construction techniques; the tax or legal consequences of
165 a contemplated transaction; matters relating to financing; for the appraised or future value of a property; etc.
166 Buyer acknowledges that Broker is not an expert with respect to the above matters and is hereby advised to seek
167 independent expert advice on any of these or other matters which are of concern to Buyer;
- 168 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
169 Agreement and the duties contained in the Tennessee Real Estate Licensee Act of 1973, as amended, and the
170 Tennessee Real Estate Commission Rules; and
- 171 D. May make all disclosures required by law and/or the National Association of Realtors® Code of Ethics.
- 172 E. **Hereby advises Buyer of the possibility that some properties may utilize security devices that record**
173 **physical movements or audio conversations. Therefore, Buyers should limit making comments concerning**
174 **the value, features, or condition while viewing any property.**

175 **8. EXPERT ASSISTANCE.**

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

182 **9. OTHER PROVISIONS.**

- 183 A. **Binding Effect, Entire Agreement, Modification, and Assignment.** This Agreement shall be for the benefit of, and
184 be binding upon, the parties hereto, their heirs, successors, legal representatives and permitted assigns. This
185 Agreement may only be assigned with the written consent of both parties. This Agreement constitutes the sole and
186 entire agreement between the parties hereto and no modification of this Agreement shall be binding unless signed by
187 all parties or assigns to this Agreement. No representation, promise, or inducement not included in this Agreement
188 shall be binding upon any party hereto. Any assignee shall fulfill all the terms and conditions of this Agreement.
- 189 B. **Governing Law and Venue.** This Agreement is intended as a contract for buyer's agency representation and shall
190 be governed by and interpreted in accordance with the laws and in the courts of the state of Tennessee.
- 191 C. **Terminology.** As the context may require in this Agreement: (1) the singular shall mean the plural and vice versa;
192 (2) all pronouns shall mean and include the person, entity, firm or corporation to which they relate; (3) the masculine
193 shall mean the feminine and vice versa; and (4) the term day(s) used throughout this Agreement shall be deemed to
194 be calendar day(s) ending at 11:59 p.m. local time unless otherwise specified in this Agreement. Local time shall be
195 determined by the location of the Firm
- 196 D. **Severability.** If any portion or provision of this Agreement is held or adjudicated to be invalid or unenforceable for
197 any reason, each such portion or provision shall be severed from the remaining portions or provisions of this
198 Agreement, and the remaining portions or provisions shall be unaffected and remain in full force and effect.

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



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

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

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

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

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

BY: Broker or Licensee Authorized by Broker

BROKER/FIRM

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

Address

Phone: _____ Fax: _____

Print/Type Name

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

BUYER

BUYER

Print/Type Name

Print/Type Name

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

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

Address

Address

Phone: _____ (H) _____ (Cell)
_____ (W) Email: _____

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.

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



AGREEMENT TO SHOW PROPERTY

- 1 **1. Permission to Show Property.** In consideration of the services and efforts of
2 _____, a licensed real estate firm
3 (hereinafter "Broker"), the undersigned seller (hereinafter "Seller") hereby grants to Broker the right and
4 privilege to show and offer for sale to _____ (hereinafter
5 "Prospect"), from _____ to _____ (hereinafter the "Authorization Period"), the following
6 described property: _____ (Address),
7 _____ (City), Tennessee, _____ (Zip), as recorded in _____
8 County Register of Deeds Office, _____ deed book(s), _____ page(s)
9 instrument number, and further described as:
10 _____ together with all fixtures,
11 landscaping, improvements and appurtenances, all being hereinafter collectively referred to as the "Property".
- 12 **2. Purchase Price.** A purchase price of \$ _____ may be quoted for the Property, which
13 amount includes the real estate compensation, terms of which are more fully set forth below.
- 14 **3. Brokerage Compensation.** Seller agrees to pay to Broker, at the closing of the sale which includes, but is not
15 limited to, payment of purchase price in full, execution of a 1031 exchange, execution of a deed of trust, or
16 execution of a promissory note, a real estate compensation (hereinafter "Compensation") of
17 _____ percent (____%) of the negotiated sales price should Prospect enter into,
18 during the Authorization Period, an enforceable Purchase and Sale Agreement to purchase the Property, and
19 Seller acknowledges that in such event, Broker shall have been the procuring cause of such sale. In the event
20 that the Property is sold directly by Seller to Prospect within _____ [insert time period]
21 after the expiration of the Authorization Period, then Seller agrees to pay the Compensation to Broker at the
22 closing of the sale.
- 23 **4. Representation.** This Agreement is not a seller's agency engagement, but rather, is limited to Seller's
24 permission given to Broker to show the above Property to Prospect, in exchange for compensation to Broker as
25 set forth above. This Agreement shall not be construed to create an agency relationship between Seller and
26 Broker. The parties understand and agree that although Broker is not Seller's agent, Broker will treat Seller
27 honestly and may perform ministerial acts for Seller. It is understood that this Agreement in no way prohibits
28 Seller from selling the Property directly to a buyer other than Prospect.
- 29 **5. Good and Marketable Title.** Seller warrants that Seller (1) presently has title to the Property or has full
30 authority to enter into this Agreement, and (2) will in good faith cooperate with Broker in the showing of the
31 Property to Prospect. Seller authorizes submission of information to Multiple Listing Service when Property
32 has closed (evidenced by delivery of warranty deed and payment of purchase price).
- 33 **6. Other Provisions.**
- 34 **A. Binding Effect, Entire Agreement, Modification, and Assignment.** This Agreement shall be for the
35 benefit of, and be binding upon, the parties hereto, their heirs, successors, legal representatives and assigns.
36 This Agreement constitutes the sole and entire agreement between the parties hereto and no modification
37 of this Agreement shall be binding unless signed by all parties or assigns to this Agreement. No
38 representation, promise, or inducement not included in this Agreement shall be binding upon any party
39 hereto. Any assignee shall fulfill all the terms and conditions of this Agreement.
- 40 **B. Governing Law and Venue.** This Agreement is intended as a contract to show real property and shall be
41 governed by and interpreted in accordance with the laws and in the courts of the State of Tennessee.
- 42 **C. Equal Housing.** This Property is being sold without regard to race, color, sex, religion, handicap, familial
43 status, or national origin.
- 44 **D. Severability.** If any portion or provision of this Agreement is held or adjudicated to be invalid or
45 unenforceable for any reason, each such portion or provision shall be severed from the remaining portions

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



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.

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

By: Broker or Licensee Authorized by Broker

BROKER/FIRM

_____ at _____ o'clock ☐ am/ ☐ pm

Date

ADDRESS

PHONE:

FAX:

PRINT/TYPE NAME

EMAIL:

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

PRINT/TYPE NAME:

PRINT/TYPE NAME:

ADDRESS:

ADDRESS:

Phone(H): _____ **Phone(W):** _____

Phone(H): _____ **Phone(W):** _____

Cell: _____ **Email:** _____

Cell: _____ **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 form is copyrighted and may only be used in real estate transactions in which _____ is involved as a TAR authorized user. Unauthorized use of the form may result in legal sanctions being brought against the user and should be reported to the Tennessee Association of Realtors® at (615) 321-



EXCLUSIVE PROPERTY MANAGEMENT AGREEMENT

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

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

WHEREAS, Owner owns that certain real estate property described as follows: All that tract of land known as:
_____ (Address),
_____ (City), Tennessee, _____ (Zip), as recorded in _____
County Register of Deeds Office, _____ deed book(s) _____ page(s) and/or
_____ instrument number, _____ and _____ further described as:
_____ together with all fixtures, landscaping, improvements, and appurtenances, all being hereinafter collectively referred to as the
"Property."

1. TERM. Broker shall have the exclusive right to manage the Property for the period of _____
beginning on _____, _____ and shall continue through and including _____,
("Agreement Term"). If either party does not provide written notice of termination 30 days prior to the end of the
Agreement Term, the Agreement shall continue and may only be terminated with 30 days' written notice from either party.
If Owner terminates this Agreement without legally sufficient cause or Broker terminates this Agreement with legally
sufficient cause prior to expiration of the Agreement Term, Owner shall pay Broker an amount equal to the compensation
Broker would have been entitled to receive during the balance of the then-existing term of this Agreement, taking into
account any rental agreements in effect at time of such termination. Broker may deduct the full amount of such fees from
any monies coming to Broker which would be due to Owner.

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

3. BROKER'S DUTIES. Owner agrees that Broker is authorized to receive on behalf of Owner all notices, offers, and other
documents incidental to the lease and management of the Property which is covered by this Agreement. Owner agrees
that such receipt by Broker may be deemed to be receipt by Owner if such documents so provide or if the law so requires.
Owner agrees to keep Broker informed of Owner's whereabouts in order for Broker to promptly forward all such notices
and other information to Owner.

Owner authorizes Broker and/or its affiliated Licensees and any duly authorized key holder key entry access to the
Property. Owner represents that adequate insurance will be kept in force to protect Owner in the event of any damage,
losses or claims arising from entry to Property by persons through the above use of the key and agrees to hold Broker, its
licensees, salespersons and employees harmless from any loss, theft, or damage incurred as a result of showings, Open
Houses or other authorized entry thereof.

Broker is authorized to manage the Property to the best of Broker's ability, devoting thereto such time and attention may
be necessary including the following authorizations:

1. Broker is authorized to negotiate, prepare, and execute all leases, including all renewals and extensions of
leases and to cancel and modify existing leases on behalf of the Owner.
2. Broker is authorized to provide notices of termination of tenancies at the end of the lease terms and/or in a
month-to-month tenancy situation according to the terms of the lease agreement; and to disseminate such other
notices as are appropriate.
3. Broker is authorized to collect the rents due or to become due and give receipts therefore within 30 days.
4. Broker is authorized to retain such amounts from Owner's rental proceeds as may be necessary from time to
time to pay expenses associated with the management and operation of the Property for which Owner is
responsible hereunder. Broker will establish and maintain a fund on Owner's behalf in the amount of
\$ _____ from which expenses may be paid, but Owner acknowledges and understands that Broker may

from time to time retain additional amounts which are reasonably necessary and will notify Owner in writing in advance. Upon commencement of this Agreement, Owner shall remit to Broker the sum of \$_____ to be deposited in the fund as an initial deposit. This fund is fully refundable (less unpaid balances and unpaid invoices) upon termination of agreement with legally sufficient cause.

5. Broker is authorized to negotiate partial refunds with tenant if, in Broker's reasonable opinion, the tenant's use and enjoyment of the Property has been or will be materially and adversely affected as a result of a defect in the condition of the Property (such as a repair to the electrical, plumbing, sanitary, heating or ventilating facilities or a major appliance that cannot be made reasonably and promptly).

6. Broker is authorized to make arrangements on Owner's behalf for any repairs which, in Broker's opinion, may be necessary to preserve, maintain and protect the Property; provided, Broker may not make arrangements for any repairs that exceed \$_____ without prior approval of Owner, except that in case of an emergency, Broker may, without prior approval, make arrangements for whatever expenditures on behalf of Owner that are reasonably necessary to preserve the Property, prevent further damage from occurring, or to provide essential services to tenant.

7. Broker is authorized to charge tenant reasonable administrative fees permitted by law and retain any such fees, including but not limited to, fees to cover the costs of processing tenant rental applications. If tenant leases provide for late payment fees and/or returned check fees, such fees, when collected by Broker, shall belong to Broker.

4. **OWNER'S DUTIES AND REPRESENTATIONS.** Owner represents that Owner: (a) presently has title to the Property or has full authority to enter into this Agreement; (b) warrants and covenants that on the date of this Agreement the Property is habitable, meets all governmental requirements and codes for habitation and rental, including ensuring all smoke detectors are in proper working condition; (c) will cooperate with Broker to lease the Property to prospective tenant; (d) will make the Property available for showing at reasonable times as requested by Broker; (e) will provide Broker with accurate information regarding the Property (including information concerning all adverse material facts pertaining to the physical condition of the Property); (f) is responsible for all costs and expenses associated with the maintenance and operation of the Property; (g) is responsible for timely payment of all property taxes, mortgage payments, governmental or owners' association assessments associated with the Property, and any other expenses which could become a lien against the Property; (h) will promptly notify Broker in the event that Owner receives any notice(s) from the holder of any loan or from any other lien holder of any kind during the term of this Agreement, regarding a default in payment threatened foreclosure or the filing of a foreclosure proceeding; (i) is offering Property for rent without regard to race, color, creed, religion, sex, handicap, familial status, national origin, and any other law relating to discrimination and (j) is responsible for filing any appropriate suits for a breach under a lease unless otherwise agreed to in writing. *[Check all that apply. The sections not marked shall not be a part of this Agreement.]*

- ☐ Owner is responsible for winterizing exterior and interior features of the Property;
- ☐ Owner is required to refund Broker for any utility balance in the event utilities are switched into Broker's name or Broker's firm's name;
- ☐ Owner shall provide funds to Broker promptly upon Broker's request for any cost or expense for which Owner is responsible that Broker, in Broker's discretion, incurs on Owner's behalf, including but not limited to, emergency maintenance and repairs, utilities, owners' association dues and assessments; and further pay interest at a rate of _____ percent (____%) per year on the amount of any outstanding balance thereof not paid to Broker within _____ days of Broker's written request therefore;
- ☐ Owner is responsible for applicable lawncare services for the Property while Property is vacant.
- ☐ Owner is responsible for applicable pest control services for the Property.

5. **COMPENSATION.** Broker shall be compensated on the following basis:

A. **Terms.** Owner agrees to pay Broker a commission of *[Check one. The sections not marked shall not be a part of this Agreement.]*:

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

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

Any ongoing compensation obligations as referenced above shall survive the termination of this Agreement.

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

6. HOMEOWNER/ CONDO ASSOCIATION

Name of Association: _____

Name of Association Property Manager: _____

Property Manager address and phone number: _____

Association website address, if any: _____

7. **CONDITION OF PROPERTY.** Owner certifies that unless provided otherwise herein, all systems and fixtures are in working condition. Upon the execution of this Agreement, Owner will provide two sets of keys for the Property and ensure that the Property is clean and the grounds are in good condition. Owner shall maintain adequate fire and extended insurance coverage on the Property, and Owner will, at all times, maintain landlord's liability insurance, at Owner's expense, for Owner and will cause Broker to be named as additionally insured under such liability insurance against any and all claims or demands whatever arising out of, or in any way connected with, the operation, leasing and maintenance of the Property, including Property damage. Owner will provide Broker with evidence of such insurance coverage prior to date of occupancy of tenant and provide at least annually a copy of such insurance policy or policies to Broker upon Broker's request; Name of Insurance Agent: _____; Telephone no.: _____.

EXCEPTIONS:

8. **PETS.** Tenant (*check one of the following*) ☐ shall not be allowed to bring Pets onto the Property ☐ shall be allowed to bring pets onto the Property and a pet fee pursuant to the terms of the lease agreement. If pets are allowed on the property, there shall be a nonrefundable fee of \$ _____ (_____ Dollars) per pet payable pursuant to the terms of the lease agreement and Owner approval. Maximum ~~amount~~ number of pets allowed on Property is _____ pets. Maximum size of pets allowed on Property is _____ pounds. Owner understands that whether or not pets are allowed, a person with a disability has the legal right to be accompanied by a service/assistance animal in the Property, and that such person would be liable for any damage done by the service/assistance animal to the Property. Owner must comply with all state and federal laws.

9. **RECEIPT AND PAYMENT OF FUNDS.** Broker is authorized to accept from tenant all rents, security deposit(s), and pet fee(s) and deposit such in a trust or escrow account maintained by Broker. However, Broker will not be held liable in event of bankruptcy or failure of a depository. Broker shall distribute funds from deposits in accordance with the executed lease agreement. Broker shall distribute to Owner any rent and fee(s) received as follows:

10. AGENCY.

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



This document creates an agency relationship between Broker and Owner.

- a. **Appointment of Designated Agent.** Owner hereby authorizes Managing Broker to appoint the Listing Licensee as Designated Agent for the Owner, to the exclusion of any other licensees associated with Broker. A Designated Agent for the Owner can and will continue to advocate Owner's interests in a transaction even if a Designated Agent for the tenant (other than the licensee below) is also associated with Broker. The Managing Broker hereby appoints _____ to be the Designated Agent to the Owner in this transaction.
- b. **Appointment of Subsequent Designated Agent.** Owner hereby authorizes the Managing Broker, if necessary, to appoint a licensee, other than the licensee named above, as Designated Agent for the Owner, to the exclusion of any other licensees associated with Broker. This shall be accomplished through an amendment to this Agreement, if necessary.

B. Duties owed to all Parties to a Transaction.

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

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

C. Duties owed to Client.

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

1. Obey all lawful instructions of the client when such instructions are within the scope of the agency agreement between the licensee and licensee's client;
2. Be loyal to the interests of the client. Licensee must place the interests of the client before all others in negotiation of a transaction and in other activities, except where such loyalty/duty would violate licensee's duties to a customer in the transaction; and
3. Unless the following duties are specifically and individually waived in writing by a client, licensee shall assist the client by:
 - A) Scheduling all Property showings on behalf of the client;
 - B) Receiving all offers and counter offers and forwarding them promptly to the client;

- C) Answering any questions that the client may have in negotiation of a successful ~~purchase lease~~ 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 ~~lease to fulfill the obligations as set forth herein. 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.

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

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

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

12. INDEMNITY. Owner agrees to hold Broker harmless from all damage suits in connection with the leasing of the Property and from liability from injury suffered by an employee or other person whomsoever. Broker shall not be liable for any error of judgment or any mistake, in fact or in law, or for anything which it may do or refrain from doing hereinafter, except in cases of willful misconduct or gross negligence. Notwithstanding any other provisions to the contrary, Broker shall under no circumstances have any liability greater than the compensation actually paid to Broker hereunder including commissions, excluding any commission amount paid to a cooperating real estate broker, if any.

13. HOLD HARMLESS.

Owner agrees to complete the Lead-Based Paint Disclosure if required by law and said information has not otherwise been disclosed in writing. Owner 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 occupants, except those that have been previously disclosed to Broker in writing. Owner agrees that Owner shall be solely responsible for any misrepresentations or mistakes on the listing data wherein Owner has supplied such information. Owner 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 Owner on said forms and/or for any material fact that is known or should be known by Owner 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. Owner is not aware of any other defect, environmental factors or adverse facts (as defined in Tenn. Code Ann § 62-13-102) concerning the Property.

14. 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 management of real property and shall be interpreted in accordance with the laws and in the courts of the State of Tennessee.

C. Time of Essence. Time is of the essence of this Agreement.

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

E. Responsibility to Cooperate. All parties 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.

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

Owner's address:

Broker's address:

Fax #

Fax #

Email:

Email:

G. 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.

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

I. Tenant Information. Owner acknowledges and understands: (i) that state and federal laws regulate the maintenance and disposal of certain personal information of consumers, such as social security numbers, drivers' license numbers, account numbers and other numbers that may be used to access a person's financial resources, and (ii) that contractual limitations with third-party providers of credit reports or other background information relating to prospective tenant may limit or prohibit Broker's dissemination of such reports/information. Owner agrees that Broker shall not be required to disclose any such information to Owner about a tenant or prospective tenant.

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

308
309
310
311
312
313
314
315
316
317
318
319
320
321
322
323
324
325
326
327
328
329
330
331
332
333
334
335
336
337
338
339
340

☐ (Mark box if additional pages are attached.)

BY SIGNING THIS AGREEMENT, OWNER ACKNOWLEDGES THAT: (1) OWNER HAS READ ALL PROVISIONS MADE HEREIN; (2) OWNER UNDERSTANDS ALL SUCH PROVISIONS AND DISCLOSURES AND HAS ENTERED INTO THIS AGREEMENT VOLUNTARILY; AND (3) OWNER IS NOT SUBJECT TO A CURRENT MANAGEMENT AGREEMENT WITH ANY OTHER BROKER.

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

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

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

BY: Broker or Licensee Authorized by Broker

BROKER/FIRM

_____ at _____ o'clock ☐ am/ ☐ pm

Date

Address

Phone: _____

Fax: _____

Print/Type Name

Email: _____

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

OWNER

OWNER

By: _____

By: _____

Title: _____

Title: _____

Entity: _____

Entity: _____

_____ at _____ o'clock ☐ am/ ☐ pm

Date

_____ at _____ o'clock ☐ am/ ☐ pm

Date

Address

Address

Phone: _____ (H) _____ (Cell)

Phone: _____ (H) _____ (Cell)

_____ (W) Email: _____

_____ (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.

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



EXCLUSIVE RIGHT TO MARKET FOR LEASE AGREEMENT (NOT A PROPERTY MANAGEMENT AGREEMENT)

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

_____ (hereinafter referred to as "Owner"),
and _____ as broker/firm and its affiliated
licensees (hereinafter collectively referred to as "Broker") do hereby enter into this Exclusive Right to Market for Lease
Agreement ("Agreement"), this _____ day of _____,

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

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

1. TERM. Broker shall have the exclusive right to market the Property for lease beginning on _____,
_____ and shall continue through and including _____ ("Agreement Term") or until such
time as property is leased hereunder whichever occurs first. The Property may be occupied by a tenant obtained by
Broker on or after _____. If Owner terminates this Agreement without legally sufficient
cause or Broker terminates this Agreement with legally sufficient cause, Owner shall pay Broker an amount equal to the
compensation Broker would have been entitled to receive during the balance of the then-existing term of this Agreement,
taking into account any rental agreements in effect at time of such termination. Broker may deduct the full amount of
such fees from any monies coming to broker which would be due Owner.

2. LEASES. Owner authorizes Broker to advertise a lease period of _____ months at a monthly rental rate of
\$ _____ (_____ Dollars).

3. SECURITY DEPOSIT. There shall be a security deposit of \$ _____. Owner shall hold deposit unless otherwise
specified in writing.

4. PETS. Owner authorizes Broker to (check one of the following) ☐ Advertise pets are not allowed on the property. ☐ Advertise
pets are allowed on the property subject to a nonrefundable fee of \$ _____ per pet
payable pursuant to the terms of the lease agreement and owner approval. The maximum number of pets allowed is
_____ with a maximum weight of _____ pounds per pet. Owner understands that whether or not pets are
allowed, a person with a disability has the legal right to be accompanied by a service/assistance animal in the Property,
and that such person would be liable for any damage done by the service/assistance animal to the Property. Owner must
comply with all state and federal laws.

5. BROKER'S DUTIES. Broker services shall be limited to the marketing of the property. Unless otherwise agreed upon
in writing **BROKER SHALL NOT BE RESPONSIBLE FOR THE FOLLOWING:** negotiating a lease agreement,
advising Owner as to forms, procedures and steps which may be needed to execute a lease agreement or to manage the
Property, conducting background checks, ordering or reviewing credit reports, handling application fees, holding
security deposits, reviewing employment history, contacting references or otherwise screening or evaluating tenants, all
of which shall be the sole responsibility of the Owner.

Owner agrees that Broker is authorized to receive on behalf of Owner all notices, offers, and other documents incidental
to the offering and lease of the Property which is covered by this Agreement. Owner agrees that such receipt by Broker
may be deemed to be receipt by Owner if such documents so provide or if the law so requires. Owner agrees to keep
Broker informed of Owner's whereabouts in order for Broker to promptly forward all such notices, offers and other
information to Owner.

Owner authorizes Broker and/or his affiliated Licensees to conduct showings or "Open Houses" of the Property. Owner additionally authorizes Broker and/or his affiliated Licensees and any duly authorized key holder key entry access to the Property. Owner 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. Owner represents that adequate insurance will be kept in force to protect Owner in the event of any damage, losses or claims arising from entry to Property by persons through the above use of the key and agrees to hold Broker, its licensees, salespersons and employees harmless from any loss, theft, or damage incurred as a result of showings, Open Houses or other authorized entry thereof. Owner authorizes Broker to solicit an offer to lease the Property.

6. OWNER'S DUTIES AND REPRESENTATIONS. Owner represents that Owner: (a) presently has title to the Property or has full authority to enter into this Agreement; (b) warrants and covenants that on the date of this Agreement the Property is habitable, meets all governmental requirements and codes for habitation and rental; (c) will cooperate with Broker to find a tenant to lease the Property; (d) will make the Property available for showing at reasonable times as requested by Broker; (e) will provide Broker with accurate information regarding the Property (including information concerning all adverse material facts pertaining to the physical condition of the Property); (f) is responsible for all costs and expenses associated with the maintenance and operation of the Property; (g) is responsible for timely payment of all property taxes, mortgage payments, governmental or owners' association assessments associated with the Property, and any other expenses which could become a lien against the Property; (h) will promptly notify Broker in the event that Owner receives any notice(s) from the holder of any loan or from any other lien holder of any kind during the term of this Agreement regarding a default in payment threatened foreclosure or the filing of a foreclosure proceeding; (i) **MAY NOT EXPECT OR SEEK ASSISTANCE FROM ANY OTHER LICENSEE IN THE TRANSACTION FOR THE NEGOTIATION OF A LEASE, GUIDANCE ON FORMS, PROCEDURES AND STEPS WHICH MAY BE NEEDED TO EXECUTE A LEASE AGREEMENT OR MANGAGE PROPERTY;** (j) is offering Property for rent without regard to race, creed, color, religion, sex, handicap, familial status, or national origin; (k) in the event that the Property is currently leased or occupied, the Property is available to show to prospective tenants, under the current lease agreement, by Owner's Agent or Cooperating Agents. Owner shall be responsible for notifying existing tenants for all showings, subject to existing rights of tenants in possession; and (l) is responsible for compliance with state or federal law regarding usage of video or audio recording devices while marketing or showing the property. Owner should seek legal advice regarding their rights or limitations related to their actions.

7. MARKETING.

Broker may advertise the Property for lease in all media and may photograph and/or videotape the Property and use the photographs and/or videotapes in connection with Broker's marketing efforts. Owner agrees not to place any advertisements on the Property or to advertise the Property for lease in any media except with the prior written consent of Broker. Broker is also hereby authorized to place Broker's "For Lease" sign or equivalent signage on the Property. Broker is authorized to procure tenants to lease the Property in cooperation with other real estate brokers and their affiliated licensee. Broker is hereby granted the authority to advertise this listing on the Internet. Broker is additionally permitted to file this listing with any Multiple Listing Services (MLS(es)) or similar service(s) of which Broker is a member. Owner understands and agrees that by placing the listing on the MLS or these similar services, the listing may be included in a searchable database provided by the MLS or similar service which can be viewed on other agents' websites. Owner agrees that the listing may also appear on publicly accessible websites sponsored by and/or affiliated with the MLS, the local association of Realtors®, or similar listing services and those who lawfully receive listing information from said entities. Broker may distribute leasing information (including the rent price) to prospective tenants, other real estate brokers and their affiliated licensees, and/or multiple listing services or similar services. Broker and other real estate brokers and their affiliated licensees may show the Property.

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

A. Terms. Owner agrees to pay Broker a commission of *[Check one. The sections not marked shall not be a part of this Agreement.]*:

One Time Compensation of \$_____ which shall be **due and payable upon execution of**

☐ a lease by a tenant.

OR

☐ This Marketing Agreement.

Any ongoing compensation obligations as referenced above shall survive the termination of this Agreement.

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

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

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

9. HOMEOWNER/ CONDO ASSOCIATION

Name of Association: _____

Name of Association Property Manager: _____

Property Manager address and phone number: _____

Association website address, if any: _____

10. CONDITION OF PROPERTY. Owner certifies that unless provided otherwise herein, all systems and fixtures are in working condition. Upon the execution of this Agreement, Owner will provide two sets of keys for the Property and ensure that the Property is clean and the grounds are in good condition. Owner shall maintain adequate fire and extended insurance coverage on the Property.

EXCEPTIONS:

11. AGENCY.

This document creates an agency relationship between Broker and Owner, with certain limitations as specified herein.

a. **Appointment of Designated Agent.** Owner hereby authorizes Managing Broker to appoint the Listing Licensee as Designated Agent for the Owner, to the exclusion of any other licensees associated with Broker. A Designated Agent for the Owner can and will continue to advocate Owner's interests in a transaction even if a Designated Agent for the tenant (other than the licensee below) is also associated with Broker. The Managing Broker hereby appoints _____ to be the Designated Agent to the Owner in this transaction.

b. **Appointment of Subsequent Designated Agent.** Owner hereby authorizes the Managing Broker, if necessary, to appoint a licensee, other than the licensee named above, as Designated Agent for the Owner, to the exclusion of any other licensees associated with Broker. This shall be accomplished through an amendment to this Agreement, if necessary.

c. **Default to Facilitator in the event both parties are represented by the same Designated Agent.** A facilitator is a licensee not working as an agent for either party in a 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.] ***The Designated Agent shall default to Facilitator status for all showings or transactions involving the same Designated Agent for both the Owner and a prospective tenant,*** immediately notifying (verbally) the Owner and tenant of the need to default to this Facilitator status to be confirmed in writing prior to the execution of the contract. Upon any default to Facilitator status, the Designated Agent must assume a neutral position and will not be an advocate for either the Owner or any prospective tenants.

- d. **Resumption of Agency Status.** In the event that the Designated Agent defaults to a Facilitator status, this Facilitator status will only be temporary. The Facilitator status will only last until any transaction or contemplated transaction in which the parties are all assisted by the same Facilitator is resolved (either because the transaction is completed or the transaction or contemplated transaction between these parties is terminated or not accepted and no further negotiations occur between the parties). At that time, the agent will immediately revert to Designated Agency status for the Owner.

B. Duties owed to all Parties to a Transaction.

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

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

C. Duties owed to Client.

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

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

D) Advising the client as to whatever forms, procedures and steps are needed after execution of the purchase agreement for a successful closing of the transaction.

Upon waiver of any of the 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.

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

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

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

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

14. HOLD HARMLESS.

Owner agrees to carefully review the information on the Multiple Listing Profile Sheet. Owner also agrees to complete the Lead-Based Paint Disclosure if required by law and said information has not otherwise been disclosed in writing. Owner 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. Owner 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. Owner agrees that Owner shall be solely responsible for any misrepresentations or mistakes on the listing data wherein Owner has supplied such information on the attached Multiple Listing Profile Sheet and/or the Lead-Based Paint Disclosure (if required by law). Owner 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 Owner on said forms and/or for any material fact that is known or should be known by Owner 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. Owner is not aware of any other defect, environmental factors or adverse facts (as defined in Tenn. Code Ann § 62-13-102) concerning the Property.

256 15. OTHER PROVISIONS.

- 257 A. **Binding Effect, Entire Agreement, Modification, and Assignment.** This Agreement shall be for the benefit of, and
258 be binding upon, the parties hereto, their heirs, successors, legal representatives and permitted assigns. This
259 Agreement may only be assigned with the written consent of both parties. This Agreement constitutes the sole and
260 entire agreement between the parties hereto and no modification of this Agreement shall be binding unless signed by
261 all parties or assigns to this Agreement. No representation, promise, or inducement not included in this Agreement
262 shall be binding upon any party hereto. Any assignee shall fulfill all the terms and conditions of this Agreement.
- 263 B. **Governing Law and Venue.** This Agreement is intended as a contract for the lease listing of real property and shall
264 be interpreted in accordance with the laws and in the courts of the State of Tennessee.
- 265 C. **Time of Essence.** Time is of the essence of this Agreement.
- 266 D. **Terminology.** As the context may require in this Agreement: (1) the singular shall mean the plural and vice versa;
267 (2) all pronouns shall mean and include the person, entity, firm, or corporation to which they relate; (3) the masculine
268 shall mean the feminine and vice versa; and (4) the term day(s) used throughout this Agreement shall be deemed to
269 be calendar day(s) ending at 11:59 p.m. local time unless otherwise specified in this Agreement. Local time shall be
270 determined by the location of Property.
- 271 E. **Responsibility to Cooperate.** All parties agree to timely take such actions and produce, execute, and/or deliver such
272 information and documentation as is reasonably necessary to carry out the responsibilities and obligations of this
273 Agreement.
- 274 G. **Severability.** If any portion or provision of this Agreement is held or adjudicated to be invalid or unenforceable for
275 any reason, each such portion or provision shall be severed from the remaining portions or provisions of this
276 Agreement, and the remaining portions or provisions shall be unaffected and remain in full force and effect.
- 277 H. **Fair Housing.** Broker and his affiliated Licensees shall provide services without regard to race, creed, color, religion,
278 sex, handicap, familial status, national origin, sexual orientation or gender identity. A request to observe
279 discriminatory practices in the sale, lease, exchange, or option of property will not be granted.

280 16. SPECIAL STIPULATIONS. The following Special Stipulations, if conflicting with any preceding paragraph, shall
281 control:
282

283 _____
284 _____
285 _____
286 _____
287 _____
288 _____
289 _____
290 _____
291 _____
292 _____
293 _____
294 _____
295 _____
296 _____
297 _____
298 _____
299 _____
300 _____
301 _____
302 _____
303 _____
304 _____
305 _____
306 _____
307 _____

308 ☐ (Mark box if additional pages are attached.)

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

309 BY SIGNING THIS AGREEMENT, OWNER ACKNOWLEDGES THAT: (1) OWNER HAS READ ALL
310 PROVISIONS MADE HEREIN; (2) OWNER UNDERSTANDS ALL SUCH PROVISIONS AND DISCLOSURES
311 AND HAS ENTERED INTO THIS AGREEMENT VOLUNTARILY; AND (3) OWNER IS NOT SUBJECT TO A
312 CURRENT RIGHT TO MARKET FOR LEASE AGREEMENT WITH ANY OTHER BROKER.

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

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

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

320	BY: Broker or Licensee Authorized by Broker	BROKER/FIRM
321		
322	_____ at _____ o'clock ☐ am/ ☐ pm	
323	Date	Address
324	_____	Phone: _____ Fax: _____
325	Print/Type Name	Email: _____

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

327	OWNER	OWNER
328	By: _____	By: _____
329		
330	Title: _____	Title: _____
331		
332	Entity: _____	Entity: _____
333	_____ at _____ o'clock ☐ am/ ☐ pm	_____ at _____ o'clock ☐ am/ ☐ pm
334	Date	Date
335	_____	_____
336	Address	Address
337	Phone: _____ (H) _____ (Cell)	Phone: _____ (H) _____ (Cell)
338	_____ (W) Email: _____	_____ (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.

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



TENNESSEE RESIDENTIAL PROPERTY CONDITION DISCLOSURE

1 PROPERTY ADDRESS _____ CITY _____

2 SELLER'S NAME(S) _____ PROPERTY AGE _____

3 DATE SELLER ACQUIRED THE PROPERTY _____ DO YOU OCCUPY THE PROPERTY? _____

4 IF NOT OWNER-OCCUPIED, HOW LONG HAS IT BEEN SINCE THE SELLER OCCUPIED THE PROPERTY? _____

5 (Check the one that applies) The property is a ☐ site-built home ☐ non-site-built home

6 The Tennessee Residential Property Disclosure Act requires sellers of residential real property with one to four dwelling units
7 to furnish to a buyer one of the following: (1) a residential property disclosure statement (the "Disclosure"), or (2) a residential
8 property disclaimer statement (permitted only where the buyer waives the required Disclosure). Some property transfers may
9 be exempt from this requirement (See Tenn. Code Ann. § 66-5-209). The following is a summary of the buyers' and sellers'
10 rights and obligations under the Act. A complete copy of the Act may be found at <http://www.lexisnexis.com/hottopics/tncode/>
11 (See Tenn. Code Ann. § 66-5-201, et seq.)

- 12 1. Sellers must disclose all known material defects and must answer the questions on the Disclosure form in good faith to the
13 best of the seller's knowledge as of the Disclosure date.
- 14 2. Sellers must give the buyers the Disclosure form before the acceptance of a purchase contract.
- 15 3. Sellers must inform the buyers, at or before closing, of any inaccuracies or material changes in the condition that have
16 occurred since the time of the initial Disclosure, or certify that there are no changes.
- 17 4. Sellers may give the buyers a report or opinion prepared by a professional inspector or other expert(s) or certain information
18 provided by a public agency, in lieu of responding to some or all of the questions on the form (See Tenn. Code Ann. § 66-
19 5-204).
- 20 5. Sellers are not required to have a home inspection or other investigation in order to complete the Disclosure form.
- 21 6. Sellers are not required to repair any items listed on the Disclosure form or on any past or future inspection report unless
22 agreed to in the purchase contract.
- 23 7. Sellers involved in the first sale of a dwelling must disclose the amount of any impact fees or adequate facility taxes paid.
- 24 8. Sellers are not required to disclose if any occupant was HIV-positive, or had any other disease not likely to be transmitted
25 by occupying a home, or whether the home had been the site of a homicide, suicide or felony, or act or occurrence which
26 had no effect on the physical structure of the property.
- 27 9. Sellers may provide an "as is", "no representations or warranties" disclaimer statement in lieu of the Disclosure form only
28 if the buyer waives the right to the required disclosure, otherwise the sellers must provide the completed Disclosure form
29 (See Tenn. Code Ann. § 66-5-202).
- 30 10. Sellers may be exempt from having to complete the Disclosure form in certain limited circumstances (e.g. public auctions,
31 court orders, some foreclosures and bankruptcies, new construction with written warranty or owner has not resided on the
32 property at any time within the prior 3 years). (See Tenn. Code Ann. § 66-5-209).
- 33 11. Buyers are advised to include home, wood infestation, well, water sources, septic system, lead-based paint, radon, mold,
34 and other appropriate inspection contingencies in the contract, as the Disclosure form is not a warranty of any kind by the
35 seller, and is not a substitute for any warranties or inspections the buyer may desire to purchase.
- 36 12. Any repair of disclosed defects must be negotiated and addressed in the Purchase and Sale Agreement; otherwise, seller is
37 not required to repair any such items.
- 38 13. Buyers may, but do not have to, waive their right to receive the Disclosure form from the sellers if the sellers provide a
39 disclaimer statement with no representations or warranties (See Tenn. Code Ann. § 66-5-202).
- 40 14. Remedies for misrepresentations or nondisclosure in a Property Condition Disclosure statement may be available to buyer
41 and are set out fully in Tenn. Code Ann. § 66-5-208. Buyer should consult with an attorney regarding any such matters.

- 42 15. Representations in the Disclosure form are those of the sellers only, and not of any real estate licensee, although licensees
43 are required to disclose to all parties adverse facts of which the licensee has actual knowledge or notice.
- 44 16. Pursuant to Tenn. Code Ann. § 47-18-104(b), sellers of newly constructed residences on a septic system are prohibited
45 from knowingly advertising or marketing a home as having more bedrooms than are permitted by the subsurface sewage
46 disposal system permit.
- 47 17. Sellers must disclose the presence of any known exterior injection well, the presence of any known sinkhole(s), the results
48 of any known percolation test or soil absorption rate performed on the property that is determined or accepted by the
49 Department of Environment and Conservation, and whether the property is located within a Planned Unit Development as
50 defined by Tenn. Code Ann. § 66-5-213 and, if requested, provide buyers with a copy of the development's restrictive
51 covenants, homeowner bylaws and master deed. Sellers must also disclose if they have knowledge that the residence has
52 ever been moved from an existing foundation to another foundation.

53 The Buyers and Sellers involved in the current or prospective real estate transaction for the property listed above acknowledge
54 that they were informed of their rights and obligations regarding Residential Property Disclosures, and that this information
55 was provided by the real estate licensee(s) prior to the completion or reviewing of a Tennessee Residential Property Condition
56 Disclosure, a Tennessee Residential Property Condition Disclaimer Statement, or a Tennessee Residential Property Condition
57 Exemption Notification. Buyers and Sellers also acknowledge that they were advised to seek the advice of an attorney on any
58 legal questions they may have regarding this information or prior to taking any legal actions.

59 The Tennessee Residential Property Disclosure Act states that anyone transferring title to residential real property must
60 provide information about the condition of the property. This completed form constitutes that disclosure by the Seller. The
61 information contained in the disclosure is the representation of the owner and not the representation of the real estate licensee
62 or sales person, if any. This is not a warranty or a substitute for any professional inspections or warranties that the purchasers
63 may wish to obtain.

64 **Buyers and Sellers should be aware that any sales agreement executed between the parties will supersede this form as**
65 **to the terms of sale, property included in the sale and any obligations on the part of the seller to repair items identified**
66 **below and/or the obligation of the buyer to accept such items "as is."**

67 **INSTRUCTIONS TO THE SELLER**

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

71 **A. THE SUBJECT PROPERTY INCLUDES THE ITEMS CHECKED BELOW:**

- | | | |
|---|--|---|
| 72 <input type="checkbox"/> Range | <input type="checkbox"/> Wall/Window Air Conditioning | <input type="checkbox"/> Garage Door Opener(s) (Number of openers_____) |
| 73 <input type="checkbox"/> Window Screens | <input type="checkbox"/> Oven | <input type="checkbox"/> Fireplace(s) (Number) _____ |
| 74 <input type="checkbox"/> Intercom | <input type="checkbox"/> Microwave | <input type="checkbox"/> Gas Starter for Fireplace |
| 75 <input type="checkbox"/> Garbage Disposal | <input type="checkbox"/> Gas Fireplace Logs | <input type="checkbox"/> TV Antenna/Satellite Dish |
| 76 <input type="checkbox"/> Trash Compactor | <input type="checkbox"/> Smoke Detector/Fire Alarm | <input type="checkbox"/> Central Vacuum System and attachments |
| 77 <input type="checkbox"/> Spa/Whirlpool Tub | <input type="checkbox"/> Burglar Alarm | <input type="checkbox"/> Current Termite contract |
| 78 <input type="checkbox"/> Water Softener | <input type="checkbox"/> Patio/Decking/Gazebo | <input type="checkbox"/> Hot Tub |
| 79 <input type="checkbox"/> 220 Volt Wiring | <input type="checkbox"/> Installed Outdoor Cooking Grill | <input type="checkbox"/> Washer/Dryer Hookups |
| 80 <input type="checkbox"/> Sauna | <input type="checkbox"/> Irrigation System | <input type="checkbox"/> Pool |
| 81 <input type="checkbox"/> Dishwasher | <input type="checkbox"/> A key to all exterior doors | <input type="checkbox"/> Access to Public Streets |
| 82 <input type="checkbox"/> Sump Pump | <input type="checkbox"/> Rain Gutters | <input type="checkbox"/> Heat Pump |
| 83 <input type="checkbox"/> Central Heating | <input type="checkbox"/> Central Air | |
| 84 <input type="checkbox"/> Other _____ | | <input type="checkbox"/> Other _____ |

- | | | |
|---|---------------------------------------|--|
| 85 <input type="checkbox"/> Water Heater: <input type="checkbox"/> Electric | <input type="checkbox"/> Gas | <input type="checkbox"/> Solar |
| 86 Garage: <input type="checkbox"/> Attached | <input type="checkbox"/> Not Attached | <input type="checkbox"/> Carport |
| 87 Water Supply: <input type="checkbox"/> City | <input type="checkbox"/> Well | <input type="checkbox"/> Private <input type="checkbox"/> Utility <input type="checkbox"/> Other _____ |
| 88 Gas Supply: <input type="checkbox"/> Utility | <input type="checkbox"/> Bottled | <input type="checkbox"/> Other _____ |
| 89 Waste Disposal: <input type="checkbox"/> City Sewer | <input type="checkbox"/> Septic Tank | <input type="checkbox"/> Other _____ |

90 Roof(s): Type _____ Age (approx): _____

91 Other Items: _____

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



92
93
94
95
96
97
98

To the best of your knowledge, are any of the above NOT in operating condition? ☐ YES ☐ NO

If YES, then describe (attach additional sheets if necessary):

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

100 **B. ARE YOU (SELLER) AWARE OF ANY DEFECTS/MALFUNCTIONS IN ANY OF THE FOLLOWING?**

	YES	NO	UNKNOWN		YES	NO	UNKNOWN
101				Interior Walls			
102				Ceilings			
103				Floors			
104				Windows			
105				Doors			
106				Insulation			
107				Plumbing System			
108				Sewer/Septic			
109				Electrical System			
110				Exterior Walls			
				Roof			
				Basement			
				Foundation			
				Slab			
				Driveway			
				Sidewalks			
				Central Heating			
				Heat Pump			
				Central Air Conditioning			

111 If any of the above is/are marked YES, please explain:

112

113 **C. ARE YOU (SELLER) AWARE OF ANY OF THE FOLLOWING:** YES NO UNKNOWN

- | | | | | |
|-----|---|--------------------------|--------------------------|--------------------------|
| 114 | 1. Substances, materials or products which may be environmental hazards | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 115 | such as, but not limited to: asbestos, radon gas, lead-based paint, fuel | | | |
| 116 | or chemical storage tanks, contaminated soil or | | | |
| 117 | water, on the subject | | | |
| 118 | property? | | | |
| 119 | 2. Features shared in common with adjoining land owners, such as walls, but | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 120 | not limited to, fences, and/or driveways, with joint rights and obligations | | | |
| 121 | for use and maintenance? | | | |
| 122 | 3. Any authorized changes in roads, drainage or utilities affecting the | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 123 | property, or contiguous to the property? | | | |
| 124 | 4. Any changes since the most recent survey of the property was done? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 125 | Most recent survey of the property: _____ (Date) | | | <input type="checkbox"/> |
| 126 | 5. Any encroachments, easements, or similar items that may affect your | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 127 | ownership interest in the property? | | | |
| 128 | 6. Room additions, structural modifications or other alterations or | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 129 | repairs made without necessary permits? | | | |
| 130 | 7. Room additions, structural modifications or other alterations or | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 131 | repairs not in compliance with building codes? | | | |
| 132 | 8. Landfill (compacted or otherwise) on the property or any portion | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 133 | thereof? | | | |

- | | | | | |
|-----|--|--------------------------|--------------------------|--------------------------|
| | | YES | NO | UNKNOWN |
| 134 | 9. Any settling from any cause, or slippage, sliding or other soil problems? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 135 | 10. Flooding, drainage or grading problems? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 136 | 11. Any requirement that flood insurance be maintained on the property? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

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



137	12. Property or structural damage from fire, earthquake, floods, or landslides?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
138	If yes, please explain (use separate sheet if necessary).			
139	<hr/>			
140	<hr/>			
141	If yes, has said damage been repaired? <hr/>			
142	13. Is the property serviced by a fire department?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
143	If yes, in what fire department's service area is the property located? (Fire Dept. Locator can be found:			
144	https://tnmap.tn.gov/fdtn/)			
145	<hr/>			
146	Is the property owner subject to charges or fees for fire protection,	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
147	such as subscriptions, association dues or utility fees?			
148	14. Any zoning violations, nonconforming uses and/or violations of	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
149	"setback" requirements?			
150	15. Neighborhood noise problems or other nuisances?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
151	16. Subdivision and/or deed restrictions or obligations?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
152	17. A Condominium/Homeowners Association (HOA) which has any authority	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
153	over the subject property?			
154	Name of HOA: <hr/>	HOA Address: <hr/>		
155	HOA Phone Number: <hr/>	Monthly Dues: <hr/>		
156	Special Assessments: <hr/>	Transfer Fees: <hr/>		
157	Management Company: <hr/>	Phone: <hr/>		
158	Management Co. Address: <hr/>			
159	18. Any "common area" (facilities such as, but not limited to, pools, tennis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
160	courts, walkways or other areas co-owned in undivided interest with others)?			
161	19. Any notices of abatement or citations against the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
162	20. Any lawsuit(s) or proposed lawsuit(s) by or against the seller which affects	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
163	or will affect the property?			
164	21. Is any system, equipment or part of the property being leased?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
165	If yes, please explain, and include a written statement regarding payment			
166	information.			
167	<hr/>			
168	<hr/>			
169	22. Any exterior wall covering of the structure(s) covered with exterior	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
170	insulation and finish systems (EIFS), also known as "synthetic stucco"?			
171	If yes, has there been a recent inspection to determine whether the structure	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
172	has excessive moisture accumulation and/or moisture related damage?			
173	<i>(The Tennessee Real Estate Commission urges any buyer or seller who encounters this product to have a qualified</i>			
174	<i>professional inspect the structure in question for the preceding concern and provide a written report of the professional's</i>			
175	<i>finding.)</i>			
176	If yes, please explain. If necessary, please attach an additional sheet.			
177	<hr/>			
178	<hr/>			
179	23. Is there an exterior injection well anywhere on the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
180	24. Is seller aware of any percolation tests or soil absorption rates being	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
181	performed on the property that are determined or accepted by			
182	the Tennessee Department of Environment and Conservation?			
183	If yes, results of test(s) and/or rate(s) are attached.			
184	25. Has any residence on this property ever been moved from its original	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
185	foundation to another foundation?			
186	26. Is this property in a Planned Unit Development? Planned Unit Development	<input type="checkbox"/>	<input type="checkbox"/>	
187	is defined pursuant to Tenn. Code Ann. § 66-5-213 as "an area of land,			
188	controlled by one (1) or more landowners, to be developed under unified control			
189	or unified plan of development for a number of dwelling units, commercial,			
190	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.

27. Is a sinkhole present on the property? A sinkhole is defined pursuant to Tenn. Code Ann. § 66-5-212(c) as "a subterranean void created by the dissolution of limestone or dolostone strata resulting from groundwater erosion, causing a surface subsidence of soil, sediment, or rock and is indicated through the contour lines on the property's recorded plat map." ☐ ☐ ☐

D. CERTIFICATION. I/We certify that the information herein, concerning the real property located at

is true and correct to the best of my/our knowledge as of the date signed. Should any of these conditions change prior to conveyance of title to this property, these changes will be disclosed in an addendum to this document.

Transferor (Seller) _____ Date _____ Time _____

Transferor (Seller) _____ Date _____ Time _____

Parties may wish to obtain professional advice and/or inspections of the property and to negotiate appropriate provisions in the purchase agreement regarding advice, inspections or defects.

Transferee/Buyer's Acknowledgment: I/We understand that this disclosure statement is not intended as a substitute for any inspection, and that I/we have a responsibility to pay diligent attention to and inquire about those material defects which are evident by careful observation. **I/We acknowledge receipt of a copy of this disclosure.**

Transferee (Buyer) _____ Date _____ Time _____

Transferee (Buyer) _____ Date _____ Time _____

If the property being purchased is a condominium, the transferee/buyer is hereby given notice that the transferee/buyer is entitled, upon request, to receive certain information regarding the administration of the condominium from the developer or the condominium association as applicable, pursuant to Tennessee Code Annotated §66-27-502.

NOTE: This form is provided by TAR to its members for their use in real estate transactions and is to be used as is. This form contains language that is in addition to the language mandated by the state of Tennessee pursuant to the disclosure requirements of the "Tennessee Residential Property Disclosure Act". Tennessee Code Annotated § 66-5-201, et seq. 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. 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 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 ☐ BUYER / ☐ SELLER Date Unrepresented Party Signature ☐ BUYER / ☐ SELLER Date

Real Estate Licensee Date Real Estate 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.

DISCLAIMER NOTICE

The Brokers and their affiliated licensees (hereinafter collectively "Licensees") ~~involved in the Purchase and Sale Agreement (hereinafter "Agreement") regarding real estate located at~~ _____ (hereinafter "Property")

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

1. **THE STRUCTURAL OR OTHER CONDITIONS OF THE PROPERTY.** Consult with professional engineers or other independent, qualified professionals to ascertain the existence of structural issues, the condition of synthetic stucco (E.I.F.S.) and/or the overall condition of the Property.
2. **THE CONDITION OF ROOFING.** Consult with a bonded roofing company for any concerns about the condition of the roof.
3. **HOME INSPECTION.** We strongly recommend that you have a home inspection, which is a useful tool for determining the overall condition of a home including, but not limited to, electrical, heating, air conditioning, plumbing, water-heating systems, fireplaces, windows, doors and appliances. Contact several sources (like the Tennessee Department of Commerce & Insurance (<http://tn.gov/commerce/>), the American Society of Home Inspectors (www.ashi.com), the National Association of Certified Home Inspectors (www.nahi.org), and Home Inspectors of Tennessee Association (www.hita.us) and independently investigate the competency of an inspector, including whether he has complied with State and/or local licensing and registration requirements in your area. The home inspector may, in turn, recommend further examination by a specialist (heating-air-plumbing, etc.). **Failure to inspect typically means that you are accepting the Property "as is".**
4. **WOOD DESTROYING ORGANISMS, PESTS AND INFESTATIONS.** It is strongly recommended that you use the services of a licensed, professional pest control company to determine the presence of wood destroying organisms (termites, fungus, etc.) or other pests or infestations and to examine the Property for any potential damage from such.
5. **ENVIRONMENTAL HAZARDS.** Environmental hazards, such as, but not limited to: radon gas, mold, asbestos, lead-based paint, hazardous wastes, landfills, byproducts of methamphetamine production, high-voltage electricity, noise levels, etc., require advanced techniques by environmental specialists to evaluate, remediate and/or repair. It is strongly recommended that you secure the services of knowledgeable professionals and inspectors in all areas of environmental concern.
6. **SQUARE FOOTAGE.** There are many ways of measuring square footage. Information is sometimes gathered from tax or real estate records on the Property. Square footage provided by builders, real estate licensees, or tax records is only an **estimate** with which to make comparisons, but **it is not guaranteed**. It is advised that you have a licensed appraiser determine actual square footage.

- 43 **7. CURRENT VALUE, INVESTMENT POTENTIAL, OR RESALE VALUE OF THE PROPERTY.** A
44 true estimate of the value can only be obtained through the services of a licensed appraiser. No one, not even
45 a professional appraiser, can know the future value of a property. Unexpected and unforeseeable things happen.
46 **NOTE:** A real estate licensee's Comparative Market Analysis (CMA) or Broker's Price Opinion (BPO), etc.,
47 while sometimes used to set an asking price or an offer price, is **not** an appraisal.
- 48 **8. BOUNDARY LINES, EASEMENTS, ENCROACHMENTS, AND ACREAGE.** It is strongly advised that
49 you secure the services of a licensed surveyor for a full-stake boundary survey with all boundary lines,
50 easements, encroachments, flood zones, total acreage, etc., clearly identified. It is also advised that you **not**
51 rely on mortgage loan inspection surveys, previous surveys, plat data, or Multiple Listing Service (MLS) data
52 for this information, even if acceptable to your lender.
- 53 **9. ZONING, CODES, COVENANTS, RESTRICTIONS, AND RELATED ISSUES.** Zoning, codes,
54 covenants, restrictions, home owner association by-laws, special assessments, city ordinances, governmental
55 repair requirements and related issues need to be verified by the appropriate sources in writing. If your projected
56 use requires a zoning or other change, it is recommended that you either wait until the change is in effect before
57 committing to a property or provide for this contingency in your Purchase and Sale Agreement.
- 58 **10. UTILITY CONNECTIONS, SEPTIC SYSTEM CAPABILITY, AND RELATED SERVICES.** The
59 availability, adequacy, connection and/or condition of waste disposal (sewer, septic system, etc.), water supply,
60 electric, gas, cable, internet, telephone, or other utilities and related services to the Property need to be verified
61 by the appropriate sources in writing (including but not limited to fire protection). You should have a
62 professional check access and/or connection to public sewer and/or public water source and/or the condition of
63 any septic system(s) and/or wells. To confirm that any septic systems are properly permitted for the actual
64 number of bedrooms, it is recommended that sellers and/or buyers request a copy of the information contained
65 in the file for the Property maintained by the appropriate governmental permitting authority. If the file for this
66 Property cannot be located or you do not understand the information contained in the file, you should seek
67 professional advice regarding this matter. For unimproved land, septic system capability can only be
68 determined by using the services of a professional soil scientist and verifying with the appropriate governmental
69 authorities that a septic system of the desired type, size, location, and cost can be permitted and installed to
70 accommodate the size home that you wish to build.
- 71 **11. FLOODING, DRAINAGE, FLOOD INSURANCE, AND RELATED ITEMS.** It is recommended that you
72 have a civil or geotechnical engineer or other independent expert determine the risks of flooding, drainage or
73 run-off problems, erosion, land shifting, unstable colluvial soil, sinkholes and landfills. The risk of flooding
74 may increase and drainage or storm run-off pathways may change. Be sure to consult with the proper
75 governmental authorities, elevation surveyors, and flood insurance professionals regarding flood and elevation
76 certificates, flood zones, and flood insurance requirements, recommendations and costs.
- 77 **12. CONDEMNATION.** It is recommended that you investigate whether there are any pending or proposed
78 condemnation proceedings or similar matters concerning any portion of the Property with the State, County and
79 city/town governments in which the Property is located. Condemnation proceedings could result in all or a
80 portion of the Property being taken by the government with compensation being paid to the landowner.
- 81 **13. SCHOOL DISTRICTS AND OTHER SCHOOL INFORMATION.** It is advised that you independently
82 confirm school zoning with the appropriate school authorities, as school districts are subject to change. Other
83 school information (rankings, curriculums, student-teacher ratios, etc.) should be confirmed by appropriate
84 sources in writing.
- 85 **14. INFORMATION ABOUT CRIMES, METHAMPHETAMINE PROPERTIES, OR SEX OFFENDERS.**
86 You should consult with local, state and federal law enforcement agencies for information or statistics regarding
87 criminal activity at or near the Property, the presence of methamphetamine manufacturing, or for the location
88 of sex offenders in a given area.
- 89 **15. LEGAL AND TAX ADVICE.** You should seek the advice of an attorney and/or certified tax specialist on any
90 legal or tax questions concerning any offers, contracts, issues relating to title or ownership of the Property, or

any other matters of concern, including those itemized in this Disclaimer Notice. Real estate licensees are **not** legal or tax experts, and therefore cannot advise you in these areas.

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

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

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

CLIENT/CUSTOMER (☐ BUYER / ☐ SELLER)

CLIENT/CUSTOMER (☐ BUYER / ☐ SELLER)

_____ at _____ o'clock ☐ am/ ☐ pm

_____ at _____ o'clock ☐ am/ ☐ pm

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.

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



WIRE FRAUD WARNING

Criminals use many methods to steal our money, even when we are buying or selling a home – particularly involving wire fund transfers. Scammers typically will send an email that APPEARS to be from your agent, broker, lender, or the closing attorney/ closing agency. Be on the lookout for:

- Phony email addresses (e.g., a slight change in the domain name), authentic-looking fake websites, phony fax numbers, texts, calls or social media messages from scammers.
- Any communication requesting information or directing you to a fake website, a criminal's email address or a criminal's bank account.

In preparation for closing, Buyers will often need to wire transfer funds from their personal bank to the closing attorney/closing agency.

NEVER ACCEPT WIRING INSTRUCTIONS FROM YOUR AGENT OR BROKER.

Initials Initials

Rather, you should receive wiring instructions prior to closing from the closing attorney/closing agency or your lender. If the instructions are sent by email they should be in a secured manner. **DO NOT TRANSFER FUNDS UNTIL** you have verified the authenticity of the wiring instructions by at least one other independent means, including but not limited to the following:

- Call the phone number you used on all your prior calls (if the number came from a personally recognized or known source), or
- Call the closing attorney/ closing agency or lender after verifying their phone number from a known third party source, such as the entity's official website and/or public directory assistance (do not take the phone number directly from the wiring instruction form you received), or
- Make a personal visit to their office at the address you previously met with them.

If you send wiring instructions by email or any electronic means to anyone at your bank or other financial institution in preparation for closing, **DO NOT TRANSFER ANY FUNDS** until after you verify that the correct instructions were received by a known representative at your financial institution. Also, it is important to confirm with the financial institution that the **WIRE INSTRUCTIONS ARE NOT TO BE SUBSTITUTED WITHOUT YOUR PRIOR CONSENT**. Any wiring instructions sent should be sent in a secured manner. Be especially aware of any request to change any of the original wiring/money transfer information, change in the person you have been working with on the transaction, or a subtle difference in their behavior, speech, or grammar. These are some signs of a potential scam. Wiring instructions for closing attorneys, title companies and lenders rarely if ever change, so any request to change this information should be handled with caution. If you suspect you may be a victim of wire fraud or that you may have received suspicious phone calls, emails, text messages, faxes, social media messages, emails from a fake address, a change in contact person at your bank or mortgage company, or changes to wire transfer or financing institutions:

- **IMMEDIATELY** call your bank and/or mortgage company at the phone number you used in all prior calls.
- Then, call your agent at the phone number you used in all prior calls.

Buyer or Seller

Date

Buyer or Seller

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.

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



Copyright 2018 © Tennessee Realtors®
RF308 – Wire Fraud Warning, Page 1 of 1

Version 11/08/2018

PURCHASE AND SALE AGREEMENT

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

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

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

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

A. **INCLUDED** as part of the Property (if present): all attached light fixtures and bulbs including ceiling fans; permanently attached plate glass mirrors; heating, cooling, and plumbing fixtures and equipment; all doors, storm doors and windows; all window treatments (e.g., shutters, blinds, shades, curtains, draperies) and hardware; all wall-to-wall carpet; range; all built-in kitchen appliances; all bathroom fixtures and bathroom mirrors; all gas logs, fireplace doors and attached screens; all security system components and controls; garage door opener(s) and all (at least _____) remote controls; an entry key and/or master code for digital locks; swimming pool and its equipment; awnings; permanently installed outdoor cooking grills; all landscaping and all outdoor lighting; mailbox(es); attached basketball goals and backboards; TV mounting brackets (inclusive of wall mount and TV brackets but excluding flat screen TVs); antennae and satellite dishes (excluding components); 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 to Seller or Seller’s Closing Agency by one of the following methods:

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

A. **Financial Contingency – Loan(s) To Be Obtained.** This Agreement is conditioned upon Buyer’s ability to obtain a loan(s) in the principal amount up to _____% of the Purchase Price listed above to be secured by a deed of trust on the Property. “Ability to obtain” as used herein means that Buyer is qualified to receive the loan described herein

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

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

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

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

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

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

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

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

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

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

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

- 103 □ 2. This Agreement **IS CONTINGENT** upon the appraised value either equaling or exceeding the agreed
104 upon Purchase Price. If the appraised value is equal to or exceeds Purchase Price, this contingency is satisfied.
105 In consideration of Buyer having conducted an appraisal, the sufficiency of such consideration being hereby
106 acknowledged, if the appraised value of the Property does not equal or exceed the Purchase Price, Buyer
107 shall promptly notify the Seller via the notification form or written equivalent notice. Buyer shall then have
108 three (3) days to either:
109 1. waive the appraisal contingency via the notification form or equivalent written notice
110 **OR**
111 2. terminate the agreement by giving notice to seller via the notification form or equivalent written
112 notice. Upon timely termination, Buyer is entitled to a refund of the Earnest money.
113 In the event Buyer fails to either waive the appraisal or terminate the agreement as set forth above, this
114 contingency shall be deemed satisfied. Thereafter, failure to appraise shall not be used as the basis for loan
115 denial or termination of contract. Seller shall have the right to request any supporting documentation showing
116 appraised value did not equal or exceed the agreed upon purchase price.

117 **D. Closing Expenses.**

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

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

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

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

144 _____
145 Simultaneous issue rates shall apply.

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

148 _____
149 _____
150 **Closing Agency for Buyer & Contact Information :** _____

151 _____
152 **Closing Agency for Seller & Contact Information :** _____
153 _____

- 154 3. **Earnest Money/Trust Money.** Buyer has paid or will pay within _____ days after the Binding Agreement Date to
155 _____ (name of Holder) ("Holder") located at
156 _____ (address of Holder), a Earnest
157 Money/Trust Money deposit of \$ _____ by check (OR
158 _____) ("Earnest Money/Trust Money").

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

168 **B. Handling of Earnest Money/Trust Money upon Receipt by Holder.** Earnest Money/Trust Money (if applicable) is
169 to be deposited promptly after the Binding Agreement Date or the agreed upon delivery date in this Earnest
170 Money/Trust Money section or as specified in the Special Stipulations section contained at Section 19 herein. Holder
171 shall disburse Earnest Money/Trust Money only as follows:

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

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

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

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

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

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

195 **OR**

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

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

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

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

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

- 213
- 214 E. **Warranties Transfer.** Seller, at the option of Buyer and at Buyer's cost, agrees to transfer Seller's interest in any
- 215 manufacturer's warranties, service contracts, termite bond or treatment guarantee and/or similar warranties which by
- 216 their terms may be transferable to Buyer.
- 217 F. **Association Fees.** Buyer shall be responsible for all homeowner or condominium association transfer fees, related
- 218 administration fees (not including statement of accounts), capital expenditures/contributions incurred due to the
- 219 transfer of Property and/or like expenses which are required by the association, property management company and/or
- 220 the bylaws, declarations or covenants for the Property (unless otherwise specifically addressed herein and/or unless
- 221 specifically chargeable to Seller under applicable bylaws, declarations, and/or neighborhood covenants).

222 5. **Title and Conveyance.**

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

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

231 If title examination, closing or loan survey pursuant to Tenn. Code Ann. § 62-18-126, boundary line survey, or other

232 information discloses material defects, Buyer may, at Buyer's discretion:

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

240 Good and marketable title as used herein shall mean title which a title insurance company licensed to do business in

241 Tennessee will insure at its regular rates, subject only to standard exceptions. The title search or abstract used for the

242 purpose of evidencing good and marketable title must be acceptable to the title insurance agent and the issuing title

243 insurance company. Seller agrees to execute such appropriate affidavits and instruments as may be required by the

244 issuing title insurance company.

- 245 B. **Deed. Name(s) on Deed to be:** _____ **Deed is to**
- 246 **be made in the name of** _____. **The manner in which**
- 247 **Buyer takes title determines ownership and survivorship rights.** It is the Buyer's responsibility to consult the closing
- 248 agency or attorney prior to Closing **as to the manner in which Buyer holds title.** ~~takes title determines ownership and~~
- 249 ~~survivorship rights.~~

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

254 6. **Lead-Based Paint Disclosure (Select the appropriate box.)**

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

256 7. **Inspections.**

- 257 A. **Buyer's Right to Make Inspection(s).** All inspections/reports, including but not limited to the home inspection
- 258 report, those required/recommended in the home inspection report, Wood Destroying Insect Infestation
- 259 Inspection Report, septic inspection and well water test, are to be made at Buyer's expense, unless otherwise
- 260 stipulated in this Agreement. The parties hereto agree that in the event Buyer shall elect to contract with a third
- 261 party inspector to obtain a "Home Inspection" as defined by Tennessee law, said inspection shall be conducted by a
- 262 licensed Home Inspector. However, nothing in this section shall preclude Buyer from conducting any inspections on
- 263 his/her own behalf, nor shall it preclude Buyer from retaining a qualified (and if required by law, licensed) professional
- 264 to conduct inspections of particular systems or issues within such professional's expertise or licensure, including but
- 265 not limited to inspection of the heating/cooling systems, electrical systems, foundation, etc., so long as said

professional is not in violation of Tenn. Code Ann. § 62-6-301, et seq. as may be amended. **Seller shall cause all utility services and any pool, spa, and similar items to be operational so that Buyer may complete all inspections and tests under this Agreement.** Buyer agrees to indemnify Seller from the acts of himself, his inspectors and/or representatives in exercising his rights under this Purchase and Sale Agreement. Buyer's obligations to indemnify Seller shall also survive the termination of this Agreement by either party, which shall remain enforceable. **Buyer waives any objections to matters of purely cosmetic nature (e.g. decorative, color or finish items) disclosed by inspection. Buyer has no right to require repairs or alterations purely to meet current building codes, unless required to do so by governmental authorities.**

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

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

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

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

Buyer shall cause such Report to be delivered to Seller simultaneously with any repairs requested by the Buyer or the end of the Inspection Period, whichever is earlier. If the Report indicates evidence of active infestation, Seller agrees to treat infestation at Seller's expense and provide documentation of the treatment to Buyer prior to Closing. Requests for repair of damage, if any, should be addressed in the Buyer's request for repairs pursuant to Subsection 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 the event Buyer fails to timely make such inspections and respond within said timeframe as described herein, the Buyer shall have forfeited any rights provided under this Section 7, and in such case shall accept the Property in its current condition, normal wear and tear excepted.*

In said notice Buyer shall either:

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

OR

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

OR

(3) furnish Seller a written list of items which Buyer requires to be repaired and/or replaced with like quality or value in a professional and workmanlike manner. 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/Trust 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 Section 7 (including but not limited to the Wood Destroying Insect Infestation Inspection Report).

- 8. Final Inspection.** Buyer and/or his inspectors/representatives shall have the right to conduct a final inspection of Property on the Closing Date or within ___ day(s) prior to the Closing Date only to confirm Property is in the same or better condition as it was on the Binding Agreement Date, normal wear and tear excepted, and to determine that all repairs/replacements agreed to during the Resolution Period, if any, have been completed. Property shall remain in such condition until Closing at Seller's expense. Closing of this sale constitutes acceptance of Property in its condition as of the time of Closing, unless otherwise noted in writing.
- 9. Buyer's Additional Due Diligence Options.** If any of the matters below are of concern to Buyer, Buyer should address the concern by specific contingency in the Special Stipulations Section of this Agreement.
- A. Survey and Flood Certification.** Survey Work and Flood Certifications are the best means of identifying boundary lines and/or encroachments and easements or flood zone classifications. Buyer may obtain a Mortgage Inspection or Boundary Line Survey and Flood Zone Certifications.
- B. Insurability.** Many different issues can affect the insurability and the rates of insurance for property. These include factors such as changes in the Flood Zone Certifications, changes to the earthquake zones maps, the insurability of the buyer, and previous claims made on the Property. It is the right and responsibility of Buyer to determine the insurability, coverage and the cost of insuring the Property. It is also the responsibility of Buyer to determine whether any exclusions will apply to the insurability of said Property.
- C. Water Supply.** The system may or may not meet state and local requirements. It is the right and responsibility of Buyer to determine the compliance of the system with state and local requirements. [For additional information on this subject, request the "Water Supply and Waste Disposal Notification" form.]
- D. Waste Disposal.** The system may or may not meet state and local requirements. It is the right and responsibility of Buyer to determine the compliance of the system with state and local requirements. In addition, Buyer may, for a fee, obtain a septic system inspection letter from the Tennessee Department of Environment and Conservation, Division of Ground Water Protection. [For additional information on this subject, request the "Water Supply and Waste Disposal Notification" form.]
- E. Title Exceptions.** At Closing, the general warranty deed will be subject to subdivision and/or condominium declarations, covenants, restrictions and easements of record, which may impose obligations and may limit the use of the Property by Buyer.
- 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; the insurability of the Property or cost to insure the Property; for the condition of the Property, any portion thereof, or any item therein; for any geological issues present on the Property; for any issues arising out of the failure to physically inspect Property prior to entering into this Agreement and/or Closing; for the necessity or cost of any repairs to the Property; for hazardous or toxic materials; for the tax or legal consequences of this transaction; for the availability, capability, and/or cost of utility, sewer, septic, or community amenities; for any proposed or pending condemnation actions involving Property; for applicable boundaries of school districts or other school information; for the appraised or future value of the Property; for square footage or acreage of the Property; for any condition(s) existing off the Property which may affect the Property; for the terms, conditions, and availability of financing; and/or for the uses and zoning of the Property whether permitted or proposed. Buyer and Seller acknowledge that Brokers are not experts with respect to the above matters and that they have not relied upon any advice, representations or statements of Brokers (including their firms and affiliated licensees) and waive and shall not assert any claims against Brokers (including their firms and affiliated licensees) involving same. Buyer and Seller understand that it has been strongly recommended that if any of these or any other matters concerning the Property are of concern to them, that they secure the services of appropriately credentialed experts and professionals of Buyer's or Seller's choice for the independent expert advice and counsel relative thereto.
- 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 compensations due and any reasonable attorney's fees and court costs.

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

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: _____
Ordered by: _____ (Real Estate Company)
- ☐ **Home Protection Plan waived.**

14. **Other Provisions.**

- A. **Binding Effect, Entire Agreement, Modification, Assignment, and Binding Agreement Date.** This Agreement shall be for the benefit of, and be binding upon, the parties hereto, their heirs, successors, legal representatives and assigns. This Agreement constitutes the sole and entire agreement between the parties hereto and no modification of this Agreement shall be binding unless signed by all parties or assigns to this Agreement. No representation, promise, or inducement not included in this Agreement shall be binding upon any party hereto. It is hereby agreed by both Buyer and Seller that any real estate agent working with or representing either party shall not have the authority to bind the Buyer, Seller or any assignee to any contractual agreement unless specifically authorized in writing within this Agreement. Any assignee shall fulfill all the terms and conditions of this Agreement. The parties hereby authorize either licensee to insert the time and date of receipt of the notice of acceptance of the final offer. The foregoing time and date will be referred to for convenience as the Binding Agreement Date for purposes of establishing performance deadlines.
- B. **Survival Clause.** Any provision contained herein, which by its nature and effect is required to be performed after Closing, shall survive the Closing and delivery of the deed and shall remain binding upon the parties to this Agreement and shall be fully enforceable thereafter.
- C. **Governing Law and Venue.** This Agreement is intended as a contract for the purchase and sale of real property and shall be governed by and interpreted in accordance with the laws and in the courts of the State of Tennessee.
- D. **Time of Essence.** Time is of the essence in this Agreement.
- E. **Terminology.** As the context may require in this Agreement: (1) the singular shall mean the plural and vice versa; (2) all pronouns shall mean and include the person, entity, firm or corporation to which they relate; (3) the masculine shall mean the feminine and vice versa; and (4) the term day(s) used throughout this Agreement shall be deemed to be calendar day(s) ending at 11:59 p.m. local time unless otherwise specified in this Agreement. Local time shall be determined by the location of Property. **In the event a performance deadline**, other than the Closing Date (as defined in Section 4 herein), Date of Possession (as defined in Section 4 herein), Completion of Repair Deadline (as defined in the Repair/Replacement Amendment), and Offer Expiration Date (as defined in Section 20 herein), occurs on a Saturday, Sunday or legal holiday, the performance deadline shall extend to the next following business day. Holidays as used herein are those days deemed federal holidays pursuant to 5 U.S.C. § 6103. In calculating any time period under this Agreement, the commencement shall be the day following the initial date (e.g. Binding Agreement Date).
- F. **Responsibility to Cooperate.** Buyer and Seller agree to timely take such actions and produce, execute, and/or deliver such information and documentation as is reasonably necessary to carry out the responsibilities and obligations of this Agreement. Except as to matters which are occasioned by clerical errors or omissions or erroneous information, the approval of the closing documents by the parties shall constitute their approval of any differences between this Agreement and the Closing. Buyer and Seller agree that if requested after Closing, they will correct any documents

and pay any amounts due where such corrections or payments are appropriate by reason of mistake, clerical errors or omissions, or the result of erroneous information.

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

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

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

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

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

L.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.

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

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

- (a) the presence of any known exterior injection well or sinkhole (as defined in TCA § 66-5-212) on the property;
- (b) the results of any known percolation test or soil absorption rate performed on the property that is determined or accepted by the Department of Environment and Conservation and;
- (c) if the property is located in a Planned Unit Development (PUD) and
- (d) if the property is located in a PUD, make available to the Buyer a copy of the development's restrictive covenants, homeowner bylaws and master deed upon request. 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.

16. 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.

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 section, shall control:

476
477
478
479
480
481
482
483
484
485
486
487
488
489
490
491
492
493
494

495
496
497
498
499

500
501
502
503
504
505
506
507
508
509
510
511

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

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

Buyer hereby makes this offer.	
_____	_____
BUYER	BUYER
_____ at _____ o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm	_____ at _____ o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm
Offer Date	Offer Date

Seller hereby:	
<input type="checkbox"/> ACCEPTS – accepts this offer.	
<input type="checkbox"/> COUNTERS – accepts this offer subject to the attached Counter Offer(s).	
<input type="checkbox"/> REJECTS this offer and makes no counter offer.	
_____	_____
SELLER	SELLER
_____ at _____ o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm	_____ at _____ o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm
Date	Date

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

For Information Purposes Only:

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

Selling Company: _____
Selling Firm Address: _____
Firm License No.: _____
Firm Telephone No.: _____
Selling Licensee: _____
Licensee License Number: _____
Licensee Email: _____

HOA / COA Phone: _____ HOA/COA Email: _____

Property Management Company: _____
Phone: _____ 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.

DRAFT SPECIMEN

NEW CONSTRUCTION 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

undersigned seller _____ ("Buyer") agrees to buy and the _____ ("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 lying and being Lot # _____ of _____ subdivision and being 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:

Seller shall cause to be constructed a residential building with certain site improvements to the Property, herein referred to as "Improvements," in accordance with the terms of this Agreement, in substantial conformity with the proposed plans and specifications evidenced by the following attached Addendums (Select the appropriate boxes. Unselected items will not be part of this Agreement):

☐ Plan and Specifications (see attached),

☐ Pre Construction Specifications (see attached),

☐ New Construction Allowance Addendum (see attached),

☐ Other _____

hereinafter collectively referred to as the "Property."

Seller is a Tennessee Licensed Contractor with business name _____ whose license number is: _____; ~~or~~ OR

Seller has engaged a Tennessee Licensed Contractor as builder with Builder business name:

_____, Tennessee Contractor's license # _____.

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 New Construction Purchase and Sale Agreement (hereinafter "Purchase and Sale Agreement" or "Agreement"). The purchase price to be paid is:

\$ _____ U.S.

Dollars, ("Purchase Price") which shall be disbursed to Seller or Seller's Closing Agency by one of the following methods:

i. a Federal Reserve Bank wire transfer;

ii. a Cashier's Check issued by a financial institution as defined in 12 CFR § 229.2(i); OR

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

A. **APPRAISAL (Select either A or B below. The sections not checked are not a part of this Agreement.)**

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

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

- 44 1. waive the appraisal contingency via the notification form or equivalent written notice
45 **OR**
46 2. terminate the agreement by giving notice to seller via the notification form or equivalent written
47 notice. Upon timely termination, Buyer is entitled to a refund of the Earnest money.

48 In the event Buyer fails to either waive the appraisal or terminate the agreement as set forth above, this
49 contingency is deemed satisfied. Thereafter, failure to appraise shall not be used as the basis for loan denial
50 or termination of contract. Seller shall have the right to request any supporting documentation showing
51 appraised value did not equal or exceed the agreed upon purchase price. **The Buyer is not entitled to a**
52 **refund of any money deposited for Change Orders and /or Upgrades.** In the event the Property does not
53 appraise due to Change Orders and upgrade items, Buyer shall be responsible for additional funds to Close.

54 **B. Closing Expenses**

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

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

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

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

80 _____
81 Simultaneous issue rates shall apply.

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

84 _____
85 _____
86 **Closing Agency for Buyer & Contact Information :** _____

87 _____
88 **Closing Agency for Seller & Contact Information :** _____
89 _____

- 90 **C. Financial Contingency – Loan(s) To Be Obtained:** This Agreement is conditioned upon Buyer's ability to obtain
91 a loan(s) in the principal amount up to ____% of the Purchase Price listed above to be secured by a deed of trust on
92 the Property. "Ability to obtain" as used herein means that Buyer is qualified to receive the loan described herein
93 based upon Lender's customary and standard underwriting criteria. In consideration of Buyer, having acted in good
94 faith and in accordance with the terms below, being unable to obtain financing by the Closing Date, the sufficiency of
95 such consideration being hereby acknowledged, Buyer may terminate this Agreement by providing written notice - via
96 the Notification form or equivalent written notice. Seller shall have the right to request any supporting documentation
97 regarding loan denial. Upon termination, Buyer is entitled to a refund of the Earnest Money/Trust Money. Lender is
98 defined herein as the financial institution funding the loan.

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

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

Should Buyer fail to timely comply with section 2.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. Should Buyer fail to do so, Seller may make written demand for compliance via the Notification form or equivalent written notice. If Buyer does not furnish Seller with the requested notice within two (2) days after such demand for compliance, Buyer shall be considered in default and Seller's obligation to sell is terminated. Failure to close due to lack of funds shall be considered default by Buyer.

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

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

("Holder") located at _____
(address of Holder) a deposit of \$ _____ by check (OR _____) ("Earnest Money/Trust Money"). In the event that the

Seller is the Holder of the Earnest Money/Trust Money, Buyer acknowledges that said funds may be used for the construction of Property.

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

B. Handling of Earnest Money/Trust Money upon Receipt by Holder. Earnest Money/Trust Money (if applicable) is to be deposited promptly after the Binding Agreement Date or the agreed upon delivery date in this Earnest Money/Trust Money section or as specified in the Special Stipulations section contained at section 29 herein. Holder shall disburse Earnest Money/Trust Money only as follows unless used by Seller in construction if Earnest Money/Trust Money is held by Seller:

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

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

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

A. Closing Date. Unless otherwise provided herein, the consummation of the purchase and sale of the Property shall occur upon "Completion" of the Improvements as provided herein, which is to be on _____, (the "Closing" or "Closing Date", which shall be evidenced by delivery of warranty deed and payment of Purchase Price).

B. Possession. Possession of the Property is to be given with delivery of warranty deed and payment of Purchase Price.

C. Household Goods. The movement of any household goods or other materials by Buyer into the Property will not be permitted until the Property has been completed and the total Purchase Price has been paid.

D. 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.

E. 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:

F. Association Fees. Buyer shall be responsible for all homeowner or condominium association transfer fees, related administration fees (not including statement of accounts), capital expenditures/contributions incurred due to the transfer of 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).

198 **G. Closing Certifications.** Buyer and Seller shall execute and deliver such certifications, affidavits, and statements as
199 are required at Closing to meet the requirements of the Lender and of federal and state law.

200 **H. Warranties Transfer.** Seller agrees to transfer Seller's interest in any manufacturer's warranties, service contracts,
201 termite bond or treatment guarantee and/or similar warranties which by their terms may be transferable to Buyer.

202 **5. Title and Conveyance.**

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

- 205 (1) Zoning;
- 206 (2) Setback requirements and general utility, sewer, and drainage easements of record on the Binding Agreement
207 Date upon which the improvements do not encroach;
- 208 (3) Subdivision and/or condominium declarations, covenants, restrictions, and easements of record on the
209 Binding Agreement Date; and
- 210 (4) Leases and other encumbrances specified in this Agreement.

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

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

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

225 **B. Deed. Name(s) on Deed to be:** _____ **Deed is to**
226 **be made in the name of** _____. **The manner in which**
227 **Buyer takes title determines ownership and survivorship rights.** It is the Buyer's responsibility to consult the closing
228 agency or attorney prior to Closing **as to the manner in which Buyer holds title. takes title determines ownership and**
229 **survivorship rights.**

230 **6. Limitations.** The home shall be constructed in accordance with good building practices and substantial accordance with
231 the plans and specifications selected and approved by the Buyer. Seller expressly reserves the right to make such changes
232 or substitutions in the construction of the home:

- 233 (a) as may be required, authorized, or approved by governmental agencies having jurisdiction therefore, without the
234 Buyer's consent;
- 235 (b) as Seller may deem appropriate so long as materials of equal or better quality are used, without the Buyer's
236 consent; and/or
- 237 (c) as may be otherwise reasonably required as long as changes which affect the aesthetics or livability of the home
238 shall be subject to Buyer's written approval.

239 **7. Contractors and/or Suppliers.** All work and materials to be performed or supplied under this Agreement shall be
240 performed and supplied by Seller's own contractors, subcontractors, employees, agents, materialmen and suppliers. Buyer
241 shall not have the right to have any work performed or supplies delivered to the Property at Buyer's own direction prior to
242 Closing without written approval and consent of Seller. Seller agrees to transfer to Buyer, at Closing, subject to Buyer's
243 acceptance thereof, Seller's interest in any manufacturer's warranties, service contracts, and/or other similar warranties
244 which by their terms may be transferable to Buyer.

245 8. **Decorative Selections.** If there are decorative selections yet to be selected in the completion of the residence, Buyer shall
246 have the option to make those selections from available stock at Seller's normal sources of supply. Buyer understands that
247 it is Buyer's responsibility to make all selections on or before _____ and further understands that if
248 the selections have not been made by said date, that Seller may give Buyer notice of such missing selections and the choices
249 made by Seller. Seller choices are hereby deemed agreed to and acceptable to Buyer after three (3) days of given notice.

250 9. **Nonrefundable Deposits.** Buyer agrees that any request for changes or alterations ("Change Orders") to the residence will
251 be set forth in writing and delivered to Seller. Any requested Change Order must be in writing and signed by Buyer and
252 Seller in order to be binding. No subcontractor, workman or materialman has authority to agree on behalf of Seller to any
253 Change Order. Buyer agrees that all Change Order requests must be presented to Seller so as to allow Seller adequate lead
254 time to schedule the Change Orders into the normal building sequence. Seller has the right to refuse to make
255 changes/alterations that are requested. Buyer agrees to pay Seller in advance of the performance of work necessitated by
256 agreed Change Orders which will include the cost for both labor and materials and further understands that there will be
257 no refunds, under any circumstances, of payments made by Buyer for Change Orders. Buyer further acknowledges that
258 any work done on the home pursuant to Change Orders or additions may not increase the appraised value of the Property.
259 Seller shall not be responsible if increases in the price of the Property due to Change Orders or additions are not reflected
260 in the appraised value of (and resulting available loan for) the Property. In the event the Property does not appraise due to
261 Change Orders and upgrade items, Buyer shall be responsible for additional funds to Close.

262 10. **Delays.** Seller shall have no liability for any delays in construction caused by local governmental authorities, zoning,
263 strikes, acts of God or nature, or delays directly caused by Buyer's Change Orders and/or selection of materials. In the
264 event of such delays, the Closing Date may be extended by the number of days resulting from such delays, not to exceed
265 _____ calendar days; Seller shall notify Buyer of any such delays. Inclement weather or other delays shall not extend
266 the performance date unless they prevent the completion of work which would otherwise have been actually performed.

267 11. **Association Fees.** *[Select A, B, or C below. The section not marked is not a part of this Agreement.]*

- 268 ☐ A. **Mandatory.** Seller represents that there is a required association fee in the approximate amount of \$ _____
269 per year, prorated at Closing, with an initiation fee of \$ _____.
- 270 ☐ B. **Not Mandatory.** Seller represents that there is not a required association fee.
- 271 ☐ C. **No Association.** Seller represents that there is no association.

272 12. **Visits to the Property.** Buyer agrees to limit inspections of the Property to a reasonable length of time during business
273 hours. Buyer further agrees not to issue instructions or otherwise interfere with workers or in any way hinder their work,
274 unless it has been requested that Buyer be there to assist in some phase of the construction (i.e., to check colors, equipment,
275 cabinets, etc.). Buyer agrees to deal only with the designated representative of the company assigned by Seller to the
276 Property and to limit communications with the representative to normal business hours.

277 13. **Inspection by Buyer.** (Buyer to select ONE of the following inspection methods. The method NOT selected will
278 NOT be part of this Agreement):

279 ☐ 1. **Punch List Inspection.**

280 At a point in time when Seller deems the Improvements upon the Property to be complete, Seller shall give Buyer
281 notice of such. Buyer and/or Buyer's designated inspector/representative, shall at a mutually agreeable time,
282 completely inspect the improvements ("Improvements") with Seller. Following the inspection, Buyer shall submit
283 a written report listing matters which Buyer reasonably deems to be incomplete or defective, herein named the
284 "Punch List". Subject to Seller's acceptance, Seller shall diligently attempt to complete or repair such matters
285 within _____ days after the receipt of Punch List, in a reasonably satisfactory manner under customary building
286 practices in the community for like and similar Improvements. Seller agrees to use his best efforts to timely
287 complete such Punch List items. In the event Seller does not agree with Buyer's Punch List items, the parties
288 agree to attempt to resolve such disagreement through mediation by a neutral third party. Upon completion of
289 the Punch List, a re-inspection shall be scheduled by Buyer and/or Buyer's inspector/representative. At the time
290 of re-inspection the Improvements shall be professionally cleaned and ready for Buyer's occupancy. Buyer shall
291 have the right to conduct a final walk-through of the Property, prior to Closing for the purpose of verifying the
292 condition and completion of any repairs or corrections noted on Punch List and to ensure Property is in compliance
293 with any and all terms of this Agreement. See New Construction Inspection / Punch List Amendment.

294 OR

295 ☐ 2. **Traditional Inspection**

At a point in time when Seller deems the Improvements upon the Property to be complete, Seller shall give Buyer notice of such. Buyer and/or Buyer's designated inspector/representative shall at a mutually agreeable time, completely inspect the improvements ("Improvements") with Seller. The parties hereto agree that in the event Buyer shall elect to contract with a third party inspector to obtain a "Home Inspection" as defined by Tennessee law, said inspection shall be conducted by a licensed Home Inspector. However, nothing in this section shall preclude Buyer from conducting any inspections on his/her own behalf, nor shall it preclude Buyer from retaining a qualified (and if required by law, licensed) professional to conduct inspections of particular systems or issues within such professional's expertise or licensure, including but not limited to inspection of the heating/cooling systems, electrical systems, foundation, etc., so long as said professional is not in violation of Tenn. Code Ann. § 62-6-301, et seq. as may be amended. **Seller shall cause all utility services and any pool, spa, and similar items to be operational so that Buyer may complete all inspections and tests under this Agreement.** Buyer agrees to indemnify Seller from the acts of himself, his inspectors and/or representatives in exercising his rights under this Purchase and Sale Agreement. Buyer's obligations to indemnify Seller shall also survive the termination of this Agreement by either party, which shall remain enforceable.

- A. Initial Inspections.** Buyer and/or his inspectors/representatives shall have the right and responsibility to enter the Property during normal business hours, for the purpose of making inspections and/or tests of the Property. Buyer and/or his inspectors/representatives shall have the right to perform a visual analysis of the condition of the Property, any reasonably accessible installed components, the operation of the Property's systems, including any controls normally operated by Seller including the following components: heating systems, cooling systems, electrical systems, plumbing systems, structural components, foundations, roof coverings, exterior and interior components, any other site aspects that affect the Property, and environmental issues. (e.g. radon, mold, asbestos, etc.).
- B. Buyer's Inspection and Resolution.** Within _____ days after Seller's Notification that the Improvements are Complete, Buyer shall cause to be conducted any inspection provided for herein and shall provide written notice of such to Seller as described below. *In the event Buyer fails to timely make such inspections and respond within said timeframe as described herein, the Buyer shall have forfeited any rights provided under this Section 13, and in such case shall accept the Property in its current condition, normal wear and tear excepted.*

In said notice Buyer shall either:

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

OR

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

OR

- (3) furnish Seller a written list of items which Buyer requires to be repaired and/or replaced with like quality or value in a professional and workmanlike manner. 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 New Construction Inspection / Punch List 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/Trust Money.

14. Final Walk Through. Seller and Buyer shall jointly conduct a final walk-through inspection within _____ days before Closing.

15. Completion. Seller will provide Buyer with a copy ~~copies~~ of ~~all building codes inspections and~~ the final Use and Occupancy Letter from the appropriate Codes Authority. ~~if applicable~~ The construction shall be deemed to be completed at such time as such inspections and approvals have been supplied and Buyer has inspected and confirmed that the contract is substantially completed. "Substantial Completion" shall mean that all matters of substance except minor touch-up

matters have been completed. The construction shall be completed in accordance with all applicable governmental regulations, ordinances and codes, and shall be in compliance with all applicable restrictions, covenants and conditions, including, without limitation, any public or private architectural controls and restrictions. If the reasonable cost of completion of the Punch List items exceeds \$ _____, the job shall not be deemed to be substantially complete and Buyer shall have the optional right, as a pre-Closing condition, to require that a Notice of Completion be filed at the time and in the manner provided by Tennessee law and the statutory procedure followed.

16. **Soil Treatment Bond.** At Closing, Seller shall provide Buyer a current Soil Treatment Certificate/Bond. If any additional inspections and/or reports are requested by Buyer or Lender, any costs for such inspections and/or reports shall be paid by Buyer.

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

17. **Buyer's Additional Contingencies.** *As additional contingencies to Buyer's obligations to finalize the purchase of the Property at Closing, the following shall first occur (Select the appropriate boxes. Unselected items will not be part of this Agreement):*

- ☐ Buyer's review and acceptance of the "As Built Land Survey" without encroachment or set back violations which shall be ordered by _____ and paid for by _____;
- ☐ Buyer's review and acceptance of all restrictions, covenants, easements, other title matters of record and homeowner association rules, if any, within _____ days after the Binding Agreement Date;
- ☐ Buyer's review and acceptance of the "Water Supply" and "Sanitary Waste Disposal" systems inclusive of all appropriate documentation in the event such is not connected to public systems; and
- ☐ Buyer's determination that the Property is not in a federal government designated "Flood Zone" that would require mandated flood insurance pursuant to mortgage lending guidelines.

In the event the above stated contingencies or other mutually agreed upon matters provided for herein do not occur to the satisfaction of Buyer or if the title matters are unacceptable to Buyer, at Buyer's sole option, Buyer shall have the right to terminate this Agreement within the designated time period, if applicable, with a full refund of Earnest Money/Trust Money. It is acknowledged that payments to Seller for "Change Orders" which include any upgraded items shall be non-refundable and retained by Seller.

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

19. **Seller's Additional Obligations.** In addition to any other disclosure required by law, the Seller shall, prior to entering into a contract with a Buyer, disclose in writing including acknowledgement of receipt:
- (a) the presence of any known exterior injection well or sinkhole (as defined in TCA § 66-5-212) on the property;
 - (b) the results of any known percolation test or soil absorption rate performed on the property that is determined or accepted by the Department of Environment and Conservation and;
 - (c) if the property is located in a Planned Unit Development (PUD) and
 - (d) if the property is located in a PUD, make available to the Buyer a copy of the development's restrictive covenants, homeowner bylaws and master deed upon request. 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.

20. **New Construction Warranty.** Seller shall cause the construction of the Improvements to be completed in a good and workmanlike manner, free of defects in materials and workmanship for a period of One (1) year from the date of Closing. Seller shall provide within three (3) days after the Binding Agreement Date a copy of their Limited Warranty specifying the terms, conditions and limitations of Seller's obligations relating to any discovered defects to the Property arising during the warranty period. Buyer shall have three (3) days after receipt to review and accept as to form and content of such Limited Warranty. If such form is unacceptable, Buyer shall have three (3) days after receipt to terminate this Agreement. If the Agreement is not terminated by Buyer within such time period, said Limited Warranty form shall be automatically incorporated into this Agreement and shall control over any conflicting provisions contained in this Agreement. At Closing, Seller shall deliver such fully executed and dated Limited Warranty, which shall survive the Closing. During such warranty period, it shall be Buyers' obligation to deliver to Seller written notice of any claimed defects within a reasonable time after discovery but not later than Ten (10) days following the expiration of such Limited Warranty period. Seller shall also transfer at Closing all warranties and guarantees of manufacturers covering any of the Property which are, by their nature, transferable to Buyer.

21. **Extended Warranty.** Extended Warranties are provided by third parties and are in addition to any other warranty offered by the Seller. (THIS BOX MUST BE CHECKED IN ORDER FOR IT TO BE A PART OF THIS AGREEMENT).

- ☐ **EXTENDED WARRANTY:** _____ to pay \$ _____ for the purchase of an extended warranty to be funded at Closing.
Extended Warranty Company: _____
Ordered by: _____

22. **Disclaimer.** It is understood and agreed that the real estate firms and real estate licensee(s) representing or assisting Seller and/or Buyer, their brokers, and the real estate firms (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 Buyer's 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 utilities, sewer, septic, or community amenities; for proposed or pending condemnation actions involving the Property; for the 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 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.

23. **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.

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

25. **Other Provisions.**

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

- B. Survival Clause.** Any provision contained herein, which by its nature and effect is required to be performed after Closing, shall survive the Closing and delivery of the deed and shall remain binding upon the parties to this Agreement and shall be fully enforceable thereafter.
- C. Governing Law and Venue.** This Agreement is intended as a contract for the purchase and sale of real property and shall be 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 the Property. **In the event a performance deadline**, other than the Closing Date (as defined in section 4 herein), Date of Possession (as defined in section 4 herein), and Offer Expiration Date (as defined in section 31 herein), occurs on a Saturday, Sunday or legal holiday, the performance deadline shall extend to the next following business day. Holidays as used herein are those days deemed federal holidays pursuant to 5 U.S.C. § 6103. In calculating any time period under this Agreement, the commencement 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 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 Seller until transfer of title. If casualty loss prior to Closing exceeds 10% of the Purchase Price, Seller or Buyer may elect to terminate this Agreement with a refund of Earnest Money/Trust Money to Buyer.
- I. Equal Housing.** This Property is being sold without regard to race, creed, 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. In the event that the contract fails due to the severed provisions, then the offending language shall be amended to be in conformity with state and federal law.
- K. Alternative Dispute Resolution.** In the event the parties elect to utilize Alternative Dispute Resolution, incorporate "Resolution of Disputes by Mediation Addendum/Amendment" (RF629).
- L. ~~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.
- M. ~~L~~ Section Headings.** The Section Headings as used herein are for reference only and shall not be deemed to vary the content of this Agreement or limit the scope of any Section.

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

516
517
518
519

520 **27. Special Stipulations.** The following Special Stipulations, if conflicting with any preceding section, shall control:

521
522
523
524
525
526
527
528
529
530
531
532
533
534
535
536
537

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

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

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

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

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

556 Buyer hereby makes this offer:
557
558 **BUYER** _____ **BUYER** _____
559 _____ at _____ o'clock ☐ am/ ☐ pm _____ at _____ o'clock ☐ am/ ☐ pm
560 **Offer Date** _____ **Offer Date** _____

561 Seller hereby:
562 ☐ **ACCEPTS** – accepts this offer.
563 ☐ **COUNTERS** – accepts this offer subject to the attached Counter Offer(s).
564 ☐ **REJECTS** this offer and makes no counter offer.
565
566 **SELLER** _____ **SELLER** _____

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



567 _____ at _____ o'clock ☐ am/ ☐ pm _____ at _____ o'clock ☐ am/ ☐ pm
568 **Date** **Date**

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

For Information Purposes Only:

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

Selling Company: _____
Selling Firm Address: _____
Firm License No.: _____
Firm Telephone No.: _____
Selling Licensee: _____
Licensee License Number: _____
Licensee Email: _____

HOA / COA Phone: _____
Property Management Company: _____
Phone: _____

HOA/COA Email: _____
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.

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

_____ ("Buyer") agrees to buy and the undersigned seller _____ ("Seller")

agrees to sell all that tract or parcel of land, with such improvements as are located thereon, described as follows:

All that tract of land known as:

(Address) _____ (City), Tennessee, _____ (Zip), as

recorded in _____ County Register of Deeds Office,

_____ deed book(s), _____ page(s), _____ and/or _____ instrument number and as

further described as:

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

☐ **This box must be checked to be part of this Agreement.** The full and legal description of said Property is as described in the attached "Legal Description Exhibit."

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.

☐ 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.

B. **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 Lot/Land Purchase and Sale Agreement (hereinafter "Purchase and Sale Agreement" or "Agreement"). The purchase price to be paid is: \$ _____,

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

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

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

- ☐ for entire Property as a tract, and not by the acre **OR**
- ☐ 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**
- ☐ 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.

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.

In consideration of Buyer having conducted an appraisal, the sufficiency of such consideration being hereby

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

acknowledged, if the appraised value of the Property does not equal or exceed the Purchase Price, Buyer shall promptly notify the Seller via the notification form or written equivalent notice. Buyer shall then have 3 days to either:

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

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

B. Closing Expenses.

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/statement of accounts from any and all associations, property management companies, mortgage holders or other liens affecting the Property; Seller's Closing fee, document preparation fee and/or attorney's fees; fee for preparation of deed; notary fee on deed; and financial institution (Bank, Credit Union, etc.) wire transfer fee or commercial courier service fee related to the disbursement of any lien payoff(s). Seller additionally agrees to permit any withholdings and/or to pay any additional sum due as is required under the Foreign Investment in Real Property Tax Act. Failure to do so will constitute a default by Seller.

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

2. **Buyer Expenses.** Buyer shall pay all transfer taxes and recording fees on deed of conveyance and deed of trust; Buyer's Closing fee, document preparation fee and/or attorney's fees; preparation of note, deed of trust, and other loan documents; mortgage loan inspection or boundary line survey; credit report; required premiums for private mortgage, hazard and flood insurance; required reserved deposits for insurance premiums and taxes; prepaid interest; re-inspection fees pursuant to appraisal; and any costs incident to obtaining and closing a loan, including but not limited to: appraisal, origination, discount points, application, commitment, underwriting, document review, courier, assignment, photo, tax service notary fees, and any wire fee or other charge imposed for the disbursement of the Seller's proceeds according to the terms of this Agreement.
3. **Title Expenses.** Cost of title search, mortgagee's policy and owner's policy (rates to be as filed with the Tennessee Department of Commerce and Insurance) shall be paid as follows:

Simultaneous issue rates shall apply.

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

Closing Agency for Buyer & Contact Information: _____

Closing Agency for Seller & Contact Information: _____

- 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 consideration of Buyer, having acted in good faith and in accordance with the terms below, being unable to obtain financing by the Closing Date, the sufficiency of such consideration being hereby acknowledged, Buyer may terminate this Agreement by providing

written notice via the Notification form or equivalent written notice. Seller shall have the right to request any supporting documentation regarding loan denial. Upon termination, Buyer is entitled to a refund of the Earnest Money/Trust Money. Lender is defined herein as the financial institution funding the loan.

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

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

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

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

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

Should Buyer fail to timely comply with 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. Should Buyer fail to do so, Seller may make written demand for compliance via the Notification form or equivalent written notice. If Buyer does not furnish Seller with the requested notice within two (2) days after such demand for compliance, Buyer shall be considered in default and Seller's obligation to sell is terminated. Failure to Close due to lack of funds shall be considered default by Buyer.

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

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

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

B. Handling of Earnest Money/Trust Money upon Receipt by Holder. Earnest Money/Trust Money (if applicable) is to be deposited promptly after the Binding Agreement Date or the agreed upon delivery date in this Earnest Money/Trust Money section or as specified in the Special Stipulations section contained at section 15 herein. Holder shall disburse Earnest Money/Trust Money only as follows:

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

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

4. **Closing, Prorations, Special Assessments and 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"), or on such earlier date as may be agreed to by the parties in writing. Such expiration does not extinguish a party's right to pursue remedies in the event of default. Any extension of this date must be agreed to by the parties in writing via the Closing Date/Possession Date Amendment or equivalent written agreement.

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

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

OR

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

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

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

- 199 □ Buyer intends to maintain the property's Greenbelt classification and acknowledges that it is Buyer's
200 responsibility to make timely and proper application to insure such status. Buyer's failure to timely and
201 properly make application will result in the assessment of rollback taxes for which Buyer ~~would be responsible.~~
202 shall be obligated to pay. Buyer should consult the tax assessor for the county where the property is located
203 prior to making this offer to verify that their intended use will qualify for greenbelt classification.
204 □ Buyer does not intend to maintain the property's Greenbelt status and Rollback taxes shall be payable by the
205 Seller at time of closing.
206

207 **D. Special Assessments.** Special Assessments approved or levied prior to the Closing Date shall be paid by Seller at or
208 prior to Closing unless otherwise agreed as follows:
209

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

215 **5. Title and Conveyance.**

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

- 218 (1) Zoning;
219 (2) Setback requirements and general utility, sewer, and drainage easements of record on the Binding Agreement
220 Date upon which the improvements do not encroach;
221 (3) Subdivision and/or condominium declarations, covenants, restrictions, and easements of record on the
222 Binding Agreement Date; and
223 (4) Leases and other encumbrances specified in this Agreement.

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

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

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

238 **B. Deed.** Name(s) on Deed to be: _____ ~~Deed is to be made in~~
239 ~~the name of _____.~~ ~~The manner in which Buyer takes title~~
240 ~~determines ownership and survivorship rights.~~ It is the Buyer's responsibility to consult the closing agency or attorney
241 prior to Closing ~~as to the manner in which Buyer holds title.~~ ~~takes title determines ownership and survivorship rights.~~

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

243 **ALL INSPECTIONS ARE TO BE MADE AT BUYER'S EXPENSE.** Buyer, its inspectors and/or representatives shall
244 have the right and responsibility to enter the Property during normal business hours for the purpose of making inspections
245 and/or tests. Buyer agrees to indemnify Seller for the acts of themselves, their inspectors and/or representatives in
246 exercising their rights under this section. Buyer's obligations to indemnify Seller shall also survive the termination of this
247 Agreement by either party, which shall remain enforceable. Buyer shall make such inspections as indicated in this section
248 and either accept the Property in its present condition by written notice to Seller or terminate the Agreement as provided
249 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. In consideration of Buyer having conducted Buyer's good faith review as provided for herein, the sufficiency of such consideration being hereby acknowledged, Buyer shall provide 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, and this Agreement shall automatically terminate and Broker shall promptly refund the Earnest Money/Trust Money to Buyer. If Buyer fails to provide 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. In consideration of Buyer, having acted in good faith, being unable to acquire all required licenses and permits from the appropriate governmental authority to make specific improvements to the Property, the sufficiency of such consideration hereby being acknowledged, Buyer may terminate this agreement by providing written notification to Seller and/or Seller's Broker within _____ days after the Binding Agreement Date. Upon termination, holder shall promptly refund the Earnest Money/Trust Money to Buyer. If Buyer fails to provide said 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. In consideration of Buyer, having acted in good faith, being unable to meet this condition, the sufficiency of such consideration being hereby acknowledged, Buyer must notify Seller and/or Seller's Broker in writing within _____ days after the Binding Agreement Date. With proper notice, the Agreement is voidable by Buyer and Earnest Money/Trust 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 _____. (Buyer or Seller) by the appropriate governmental authorities on or before _____. _____ 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. In consideration of Buyer having acted in good faith, Buyer may provide notification to Seller and/or Seller's Broker within 48 hours after the above date that the Property cannot be so zoned, the sufficiency of such consideration being hereby acknowledged, and this Agreement shall automatically terminate. Upon termination, holder shall promptly refund the Earnest Money/Trust Money to Buyer. If Buyer fails to provide said 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. In consideration of Buyer, having conducted a well test as provided for herein, the sufficiency of such consideration being hereby acknowledged, Buyer may provide written notification to Seller and/or Seller's Broker within _____ days after the Binding Agreement Date that test results are unacceptable, and in such event this Agreement shall automatically terminate, and Holder shall promptly refund the Earnest Money/Trust Money to Buyer. If Buyer fails to provide said notice, 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 on the Closing Date or within ____ day(s) prior to Closing Date only to confirm Property is in the same or better condition

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

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

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

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

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

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

E. Title Exceptions. At Closing, the general warranty deed will be subject to subdivision and/or condominium declarations, covenants, restrictions and easements of record, which may impose obligations and may limit the use of the Property by Buyer, including the property being part of a Planned Unit Development (PUD). There may also be fees and assessments connected with these exceptions.

F. Toxic/Foreign Substances. Testing (including but not limited to a Phase I study) may be performed to determine the presence of radon or other potentially toxic substances. Buyer may wish to inquire or have the property inspected for underground tanks, tires, appliances, garbage, foreign and/or unnatural materials, asbestos, polychlorinated biphenyl (PCB's), ureaformaldehyde, methane gas, radioactive material, or methamphetamine production.

G. Land Issues. Buyer may be interested in learning more about the presence of any fill, mine shaft, well, diseased or dead trees or private or non-dedicated roadways on the Property as well as any sliding, settling, earth movement, upheaval or earth stability problems detected through inspections or evaluations previously performed on property or to be performed.

H. Rights and Licenses. Certain Property may contain mineral, oil and timber rights which may or may not transfer with the Property. It is possible licenses or usage permits were granted for crops, mineral, water, grazing, timber, hunting or fishing, including a Crop Rotation Program. Buyers should consult their closing agency for questions regarding any leases which may be in the chain of title.

9. Disclaimer. It is understood and agreed that the real estate firms and real estate licensee(s) representing or assisting Seller and/or Buyer and their brokers (collectively referred to as "Brokers") are not parties to this Agreement and do not have or assume liability for the performance or nonperformance of Seller or Buyer. Buyer and Seller agree that Brokers shall not be responsible for any of the following, including but not limited to, those matters which could have been revealed through a survey, flood certification, title search or inspection of the Property; the insurability of the Property or cost to insure the Property; for the condition of the Property, any portion thereof, or any item therein; for 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.

- 10. 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.
- 11. Default.** Should Buyer default hereunder, the Earnest Money/Trust Money shall be forfeited as damages to Seller and shall be applied as a credit against Seller's damages. Seller may elect to sue, in contract or tort, for additional damages or specific performance of the Agreement, or both. Should Seller default, Buyer's Earnest Money/Trust Money shall be refunded to Buyer. In addition, Buyer may elect to sue, in contract or tort, for damages or specific performance of this Agreement, or both. In the event that any party hereto shall file suit for breach or enforcement of this Agreement (including suits filed after Closing which are based on or related to the Agreement), the prevailing party shall be entitled to recover all costs of such enforcement, including reasonable attorney's fees. In the event that any party exercises its right to terminate due to the default of the other pursuant to the terms of this Agreement, the terminating party retains the right to pursue any and all legal rights and remedies against the defaulting party following termination. The parties hereby agree that all remedies are fair and equitable and neither party will assert the lack of mutuality of remedies, rights and/or obligations as a defense in the event of a dispute.

12. Other Provisions.

- A. Binding Effect, Entire Agreement, Modification, Assignment, and Binding Agreement Date.** This Agreement shall be for the benefit of, and be binding upon, the parties hereto, their heirs, successors, legal representatives and assigns. This Agreement constitutes the sole and entire agreement between the parties hereto and no modification of this Agreement shall be binding unless signed by all parties or assigns to this Agreement. No representation, promise, or inducement not included in this Agreement shall be binding upon any party hereto. It is hereby agreed by both Buyer and Seller that any real estate agent working with or representing either party shall not have the authority to bind the Buyer, Seller, or any assignee to any contractual agreement unless specifically authorized in writing within this Agreement. Any assignee shall fulfill all the terms and conditions of this Agreement. The parties hereby authorize either licensee to insert the time and date of receipt of the notice of acceptance of the final offer. The foregoing time and date will be referred to for convenience as the Binding Agreement Date for purposes of establishing performance deadlines.
- B. Survival Clause.** Any provision contained herein, which by its nature and effect is required to be performed after Closing shall survive the Closing and delivery of the deed, and shall remain binding upon the parties to this Agreement and shall be fully enforceable thereafter.
- C. Governing Law and Venue.** This Agreement is intended as a contract for the purchase and sale of real property and shall be interpreted in accordance with the laws and in the courts of the State of Tennessee.
- D. Time of Essence.** Time is of the essence in this Agreement.
- E. Terminology.** As the context may require in this Agreement: (1) the singular shall mean the plural and vice versa; (2) all pronouns shall mean and include the person, entity, firm or corporation to which they relate; (3) the masculine shall mean the feminine and vice versa; and (4) the term day(s) used throughout this Agreement shall be deemed to be calendar day(s) ending at 11:59 p.m. local time unless otherwise specified in this Agreement. Local time shall be determined by the location of Property. **In the event a performance deadline**, other than the Closing Date (as defined in section 4 herein), Date of Possession (as defined in section 4 herein), and Offer Expiration Date (as defined in section 16 herein), occurs on a Saturday, Sunday or legal holiday, the performance deadline shall extend to the next following business day. Holidays as used herein are those days deemed federal holidays pursuant to 5 U.S.C. § 6103. In calculating any time period under this Agreement, the commencement 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 hazard 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/Trust Money to Buyer.

I. Equal Housing. This Property is being sold without regard to race, creed, 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. In the event that the contract fails due to the severed provisions, then the offending language shall be amended to be in conformity with state and federal law.

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

L. ~~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.

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

13. 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.

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

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

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.

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

Buyer hereby makes this offer.

BUYER

BUYER

_____ at _____ o'clock □ am/ □ pm

_____ at _____ o'clock □ am/ □ pm

Offer Date

Offer Date

Seller hereby:

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

SELLER

SELLER

_____ at _____ o'clock □ am/ □ pm

_____ at _____ o'clock □ am/ □ pm

Date

Date

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

For Information Purposes Only:

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

Selling Company: _____
Selling Firm Address: _____
Firm License No.: _____
Firm Telephone No.: _____
Selling Licensee: _____
Licensee License Number: _____
Licensee Email: _____

HOA / COA Phone: _____
Property Management Company: _____
Phone: _____

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



PRE-CONSTRUCTION SPECIFICATIONS

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

4 This PRE-CONSTRUCTION SPECIFICATIONS, between the undersigned Seller and Buyer is entered into and is effective
 5 as of the Binding Agreement Date provided in the New Construction Purchase and Sale Agreement for the purpose of changing,
 6 deleting, supplementing or adding terms to said New Construction Purchase and Sale Agreement. In consideration of the
 7 mutual covenants herein and other good and valuable consideration, the receipt and sufficiency of which is hereby
 8 acknowledged, the parties agree to accept the following specifications as part of the plans and specifications for the house to
 9 be constructed. **Only the Items marked below apply.**

10 **1. HARDWOOD FLOORS ARE IN THE:**

- 11 ☐ Living room _____
 12 ☐ Dining room _____
 13 ☐ Foyer _____
 14 ☐ Den/great room/family room _____
 15 ☐ Kitchen _____
 16 ☐ Breakfast room _____
 17 ☐ Other _____

18 **2. CROWN MOLDING IS USED:**

- 19 ☐ Throughout the house _____
 20 ☐ On the first floor _____
 21 ☐ In the living room, ☐ In the dining room, ☐ In the entry foyer
 22 ☐ Other _____

23 **3. PAINT**

- 24 ☐ Finish _____ Type _____
 25 ☐ On the first floor _____
 26 ☐ In the living room, ☐ In the dining room, ☐ In the entry foyer
 27 ☐ Other _____

28 **4. ROOFING**

- 29 ☐ Asphalt _____
 30 ☐ Tile _____
 31 ☐ Shake _____
 32 ☐ Other _____

33 **5. CEILING FINISH**

- 34 ☐ Type _____

35 **6. FOYER**

- 36 ☐ Open _____
 37 ☐ With broken staircase _____
 38 ☐ With curved staircase _____
 39 ☐ With hardwood floors _____
 40 ☐ With decorative windows (Palladian, transoms, etc., please describe) _____
 41 ☐ Other _____

42 **7. A REAR STAIRCASE** goes upstairs from (which room): _____ to (which room): _____

43 **8. TOTAL NUMBER OF BEDROOMS IN THIS HOUSE:** _____

44 **A. MASTER BEDROOM**

- 45 ☐ With ceiling fan _____
 46 ☐ With tray ceiling _____

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



- 47 ☐ With vaulted ceiling _____
48 ☐ On first floor _____
49 ☐ With fireplace _____
50 ☐ With bay window _____
51 ☐ With French doors leading to _____
52 ☐ Other _____

53 **B. MASTER SITTING ROOM**

- 54 ☐ With ceiling fan _____
55 ☐ With tray ceiling _____
56 ☐ With vaulted ceiling _____
57 ☐ On first floor _____
58 ☐ Other _____

59 **C. SECOND MASTER BEDROOM** (in addition to the first one described)

- 60 ☐ On second floor _____
61 ☐ On first floor _____
62 ☐ Other _____

63 **D. GUEST BEDROOM**

- 64 ☐ On first floor _____
65 ☐ With bay window _____
66 ☐ With French doors leading to _____
67 ☐ With built-in bookcase _____
68 ☐ Could be used as library or study _____
69 ☐ Other _____

70 **E. ADDITIONAL BEDROOMS**

- 71 ☐ With bay window _____
72 ☐ With Palladian window _____
73 ☐ Other _____

74 **F. OTHER BEDROOM FEATURES**
75 _____

76 **9. BATHS: TOTAL NUMBER OF BATHS** _____

77 **A. MASTER BATH**

- 78 ☐ With vaulted ceiling _____
79 ☐ With skylights _____
80 ☐ With bay windows _____
81 ☐ With picture window _____
82 ☐ With his/her vanities _____
83 ☐ With his/her walk-in closets _____
84 ☐ With whirlpool tub _____
85 ☐ With separate shower _____
86 ☐ With separate steam shower _____
87 ☐ With bidet _____
88 ☐ Other _____

89 **B. SECOND MASTER BATH**

- 90 ☐ List items to be included (see 9A, above) _____
91 _____

92 **C. OTHER BATHS**

- 93 ☐ Full guest bath on first floor _____
94 ☐ Half bath-powder room _____
95 ☐ Additional half baths located _____
96 ☐ Other _____

97 **10. LIVING ROOM:**

- 98 ☐ With fireplace _____
99 ☐ With built-in bookcases _____

- ☐ With bay window _____
- ☐ With lighted display alcove _____
- ☐ With hardwood floors _____
- ☐ With vaulted ceiling _____
- ☐ Connected to the dining room directly _____
- ☐ Connected to the den directly _____
- ☐ Other _____

11. DINING ROOM:

- ☐ With chair rail molding _____
- ☐ With picture box molding _____
- ☐ With hardwood floors _____
- ☐ With bay window _____
- ☐ With vaulted ceiling _____
- ☐ With tray ceiling _____
- ☐ Banquet-sized _____
- ☐ Connected directly to the living room _____
- ☐ Other _____

12. CHOOSE ONE TERM ☐ DEN ☐ FAMILY ROOM ☐ GREAT ROOM

- ☐ With walk-in wet bar _____
- ☐ With concealed wet bar (behind doors) _____
- ☐ With counter wet bar _____
- ☐ With wet bar built-in bookcases _____
- ☐ With wet bar located other than in den (please describe) _____
- ☐ With fireplace _____
- ☐ With built-in bookcases _____
- ☐ With vaulted ceilings _____
- ☐ With tray ceiling _____
- ☐ With skylights _____
- ☐ With bay windows _____
- ☐ With French doors leading to the _____
- ☐ With rear staircase _____
- ☐ With decorative windows (please describe) _____
- ☐ With skylights _____
- ☐ With ceiling fan _____
- ☐ With wood paneling (please describe) _____
- ☐ With wood wainscoting (please describe) _____
- ☐ With hardwood floors _____
- ☐ Other _____
- ☐ Connected to living room through _____

13. CHOOSE ONE TERM ☐ STUDY ☐ LIBRARY

- ☐ With fireplace _____
- ☐ With bay windows _____
- ☐ With French doors leading to _____
- ☐ With built-in bookcases _____ With wood paneling (type of wood) _____
- ☐ With hardwood floors _____
- ☐ Is this room listed previously as a bedroom? _____
- ☐ Landing library at the top of staircase with built-in _____ plus _____
- ☐ Other _____

14. CHOOSE ONE TERM ☐ SUN PORCH ☐ FLORIDA ROOM

- ☐ With glass wall panels (similar to a glassed screen porch) _____
- ☐ With pane glass windows _____
- ☐ With Sun Porch/Florida Room off what rooms (please list) _____
- ☐ Heated and cooled _____
- ☐ With tile flooring _____
- ☐ With brick flooring _____
- ☐ With vaulted ceiling _____

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



- 156 ☐ With skylights _____
157 ☐ With ceiling fan _____
158 ☐ Other _____

159 **15. SOLARIUM**

- 160 ☐ Vaulted ceiling _____
161 ☐ With skylights _____
162 ☐ With tile flooring _____
163 ☐ Other _____
164 ☐ Solarium off what rooms (please list) _____

165 **16. DECK**

- 166 ☐ Treated lumber ☐ Other _____
167 ☐ Off what rooms (please list) _____
168 ☐ Describe size of deck _____
169 ☐ Describe deck railings _____

170 **17. PATIO**

- 171 ☐ Brick or ☐ Concrete ☐ With rail or ☐ Fence
172 ☐ Other _____
173 ☐ Off what rooms (please list) _____

174 **18. KITCHEN**

- 175 ☐ With _____ (type of wood) Cabinetry
176 ☐ With hardwood flooring ☐ With tile flooring ☐ With vinyl flooring
177 ☐ With solid countertops ☐ With laminate countertops
178 ☐ With tile countertops
179 ☐ Other type of countertop _____
180 ☐ Is tile: ☐ Mexican ☐ Italian ☐ Terra Cotta ☐ Other _____
181 ☐ With work island ☐ with eat-in counter ☐ with built-in writing desk
182 ☐ With other built-ins (describe) _____
183 ☐ With walk-in pantry _____
184 ☐ Other _____
185 ☐ With skylights _____

186 **19. CHOOSE ONE TERM** ☐ COUNTRY KITCHEN ☐ KEEPING ROOM

- 187 ☐ With bay window _____
188 ☐ With rear staircase _____
189 ☐ With built-in (please describe built-ins) _____
190 ☐ With vaulted ceiling _____
191 ☐ With fireplace _____
192 ☐ With hardwood floor _____
193 ☐ Other _____

194 **20. CHOOSE ONE TERM** ☐ BREAKFAST ROOM ☐ BREAKFAST AREA

- 195 ☐ With bay window _____
196 ☐ With rear staircase _____
197 ☐ With built-in (please describe built-ins) _____
198 ☐ With vaulted ceiling _____
199 ☐ With the feel of a sun room, lots of glass _____
200 ☐ With French doors leading to _____
201 ☐ Other _____

202 **21. LAUNDRY ROOM**

- 203 ☐ On first floor ☐ On second floor
204 ☐ With its own entrance door _____
205 ☐ Other _____
206 ☐ With laundry sink _____
207 ☐ With built-in cabinets (description and location) _____
208 ☐ With built-in ironing board _____

- 209 **22. BASEMENT**
210 ☐ Full daylight ☐ With fireplace
211 ☐ With _____ foot high foundation walls
212 ☐ With rough plumbing for _____ full and _____ half baths
213 ☐ Other _____
214 Type of foundation walls:
215 ☐ framed ☐ concrete block ☐ poured concrete

- 216 **23. OTHER ROOMS**
217 ☐ Please list and describe any rooms not listed above:
218 _____
219 _____
220 _____
221 _____
222 _____
223 _____
224 _____

- 225 **24. HEATING AND COOLING SYSTEMS**
226 ☐ Type _____
227 ☐ Dual heating and cooling _____
228 number of units _____ size of units _____ location of units _____

- 229 **25. OTHER ITEMS**
230 ☐ Thermostatically controlled roof ventilator(s) _____
231 ☐ Automatic garage door openers(s) _____
232 ☐ Intercom system _____
233 ☐ Vacuum system (rough-in only) _____
234 ☐ Security System (rough-in only) _____
235 ☐ Sprinkler System in lawn _____
236 ☐ Prewired ceiling fans (list rooms) _____
237 ☐ Prewired telephones (list rooms) _____
238 ☐ Prewired T.V. Cable (list rooms) _____
239 ☐ Vacuum system trim out _____
240 ☐ Mailbox (describe) _____
241 ☐ Other _____

- 242 **26. LANDSCAPING**
243 Lawn Type:
244 ☐ Sod ☐ Straw and Seed
245 Location and Description of plantings:
246 _____
247 _____
248 _____
249 _____
250 _____
251 _____
252 _____
253 _____
254 _____
255 _____
256 _____
257 _____

- 258 **27. DRIVEWAY**
259 ☐ Asphalt ☐ Concrete ☐ Pea Gravel wash concrete
260 ☐ Gravel Type _____
261 ☐ Other _____
262 Describe size _____

263 **28. SIDEWALKS**

264 ☐ Concrete ☐ Pea Gravel wash concrete

265 ☐ Other _____

266 Describe location and size _____

267 **29. INSULATION.** Insulation has been installed (or will be installed prior to Closing) in accordance with the terms of this
268 paragraph.

269 **A.** Exterior walls are insulated with _____ insulation to a thickness of _____ inches which will, according
270 to the manufacturer, yield an R-value of _____.

271 **B.** Ceilings below the attic areas are insulated with _____ insulation to a thickness of _____ inches which
272 will, according to the manufacturer, yield an R-value of _____.

273 **C.** Vaulted ceilings are insulated with _____ insulation to a thickness of _____ inches which will, according
274 to the manufacturer, yield an R-value of _____.

275 **D.** Floor overhangs are insulated with _____ insulation to a thickness of _____ inches which will,
276 according to the manufacturer, yield an R-value of _____.

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

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

283 _____
284 **BUYER**

285 _____ at _____ o'clock ☐ am/ ☐ pm

286 **Date**

_____ at _____ o'clock ☐ am/ ☐ pm

Date

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

288 _____
289 **SELLER**

290 _____ at _____ o'clock ☐ am/ ☐ pm

291 **Date**

_____ 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.

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



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:

☐ Other: _____

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

LICENSEE

FIRM / COMPANY

_____ at _____ o'clock ☐ am/ ☐ pm

Date

Address

Email: _____

Phone: _____

Fax: _____

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

OWNER/SELLER

OWNER/SELLER

_____ at _____ o'clock ☐ am/ ☐ pm

_____ at _____ o'clock ☐ am/ ☐ pm

Date

Date

ADDRESS

ADDRESS

Phone (H) _____ **Phone (W)** _____

Phone (H) _____ **Phone (W)** _____

Email: _____

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



TEMPORARY OCCUPANCY AGREEMENT FOR BUYER PRIOR TO CLOSING AMENDMENT/ADDENDUM

In consideration of the mutual covenants herein and other good and valuable consideration, the receipt and sufficiency of which is and hereby acknowledged, the parties agree to amend, change, delete, supplement or add terms to the Purchase and Sale Agreement with a (Select one): ~~The item not selected will not be part of this Agreement~~:

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

for the purchase and sale of real Property located at:

_____ (Address)

_____ (City), Tennessee, _____ (Zip).

1. **Occupancy Term.** Seller shall give Buyer possession and the right to occupy the Property on the _____ day of _____, _____ at _____ o'clock ☐ am/ ☐ pm ("Occupancy Date"). This time period between the Occupancy Date and Closing shall be known as the "Occupancy Term".
2. **Compensation.** Buyer shall pay Seller as compensation for the use of the Property from the Occupancy Date until Closing, a nonrefundable fee of \$ _____ and the sum of \$ _____ per day. Compensation shall be paid upon execution of this Occupancy Agreement. 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.
3. **Failure to Close & Default.** If Buyer should fail to close on the Closing Date for any reason, Buyer agrees to vacate the Property within _____ (_____) days without notice. Buyer 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, except for normal wear and tear.
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 made payable without demand or Buyer shall vacate the Property. Buyer shall be responsible for payment of all costs and expenses including reasonable attorney's fees incurred by Seller resulting from Buyer's default.
4. **Closing Date.** 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.
5. **Utilities.** Buyer agrees to be responsible for all utilities (e.g. gas, water, electric, sewer, cable, internet, etc.), 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 or any damage resulting from lack of utilities from the Occupancy Date.
6. **Insurance.** 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.
7. **Inspection Prior to Possession.** Buyer agrees that he shall carefully inspect the Property on the Date of Occupancy, and will, without reservation, accept 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 unless otherwise agreed upon by the parties in writing. Seller shall have no obligations for repairs or replacements after the Occupancy Date unless otherwise agreed by the parties in writing.
8. **Alterations or Improvements to Property.** Buyer agrees that he shall not improve, decorate or alter the Property in any manner without the written consent of the Seller.
9. **Access to Property.** 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. In the case of Emergency, Seller shall have immediate access to the Property. An "Emergency" is a sudden, generally unexpected occurrence or set of circumstances which demands immediate action by Seller due to insurance responsibilities of Seller.

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



47 **10. Disclaimer and Hold Harmless.** Buyer agrees to hold harmless, indemnify, and defend Seller from and against any claim
48 or cause of action related to and/or arising out of any injury to the person or personal property resulting from Buyer's or
49 Buyer's invitee's use and occupancy of the Property. Buyer and Seller agree to hold harmless the Brokers and their firms
50 and Licensees from any and all liability or claims arising out of this Occupancy Agreement, including but not limited to
51 the Buyer's failure to qualify for the loan, and/or the Buyer's failure to close the transaction contemplated herein.

52 **11. Legal Relationship.** All parties agree that this Occupancy Agreement is not intended to, nor does it create, a relationship
53 of Landlord and Tenant between the Buyer and Seller. This Occupancy Agreement merely grants the Buyer the right to
54 temporarily occupy the Property prior to the Closing of the Transaction.

55 **12. Additional Terms:**

56 _____
57 _____
58 _____
59 _____
60 _____
61 _____
62 _____
63 _____
64 _____
65 _____

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

68 Upon execution by Buyer and Seller, this Occupancy Agreement shall become part of the Purchase and Sale Agreement for
69 the aforementioned Property as if stated verbatim therein.

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

71 _____
72 **BUYER**

_____ **BUYER**

73 _____ at _____ o'clock ☐ am/ ☐ pm

_____ at _____ o'clock ☐ am/ ☐ pm

74 **Date**

Date

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

76 _____
77 **SELLER**

_____ **SELLER**

78 _____ at _____ o'clock ☐ am/ ☐ pm

_____ at _____ o'clock ☐ am/ ☐ pm

79 **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.

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



Copyright 2015 © Tennessee Realtors®

Version 01/01/2019

RF626 – Temporary Occupancy Agreement for Buyer Prior to Closing Amendment/Addendum, Page 2 of 2

TEMPORARY OCCUPANCY AGREEMENT FOR SELLER AFTER CLOSING AMENDMENT/ADDENDUM

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, change, delete, supplement, or add terms to the Purchase and Sale Agreement with a (Select one. ~~The item not selected will not be part of this Agreement~~):

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

for the purchase and sale of real Property located at:

(Address),

(City), Tennessee, (Zip).

- 1. Occupancy Term.** Buyer shall allow Seller to occupy the Property until the _____ day of _____, _____ at _____ o'clock ☐ am/ ☐ pm ("Possession Date"). This time period from time of Closing to Possession Date shall be known as the "Occupancy Term". **This agreement is not intended to be used for occupancy for more than 60 days.**
- 2. Compensation & Default.** Seller shall pay Buyer as compensation for the use of the Property the sum of \$ _____ per day after the Closing Date until the agreed upon Possession Date. Said amount shall be payable from Seller to Buyer at Closing. In the event Seller defaults and fails to deliver Possession of the Property on the Possession Date, the compensation shall be increased to \$ _____ per day and shall be payable without demand by Buyer. Seller shall be responsible for payment of all costs and expenses including reasonable attorney's fees incurred by Buyer resulting from Seller's default. Days shall be deemed calendar days.
- 3. Possession Transfer Inspection.** Seller agrees to transfer the Property in the same or better condition as of Closing and will be held responsible for any damage, **maintenance, and repairs** to the Property which occurs from the Date of Closing until possession is transferred to Buyer, normal wear and tear excepted. Buyer and Seller are encouraged to engage in a walk-through of the Property at the time of transfer of possession to confirm the condition of the Property. Buyer may seek damages against Seller for any damages occurring to the Property from the Closing Date to the date of transfer of possession, normal wear and tear excepted, or if items included in the Purchase and Sale Agreement are removed.
- 4. Utilities.** Seller agrees to be responsible for all utilities (e.g. gas, water, electric, sewer, cable, internet, etc.) until possession of Property is transferred to Buyer. Seller agrees that Buyer shall not be responsible for said utilities nor for any damages caused to Property due to lack of utilities from date of Closing to date of transfer of possession.
- 5. Insurance.** Seller is responsible for obtaining adequate insurance to cover Seller's personal property from the Closing Date until transfer of possession and shall hold Buyer harmless for any damage thereto. It is specifically understood that should fire, Act of God, or other occurrence destroy the Property during the time that Seller is in possession of the Property after Closing, Buyer shall bear the risk of loss of the improvements to the Property and Seller shall bear the risk of loss on Seller's personal property.
- 6. Legal Relationship.** All parties agree that this Occupancy Agreement is not intended to, nor does it create, a relationship of Landlord and Tenant between the Buyer and Seller. This Occupancy Agreement merely grants the Seller the right to temporarily occupy the Property after the Closing of the transaction.
- 7. Survival Clause.** This Occupancy Agreement shall survive the Closing.
- 8. Keys to Property.** Seller shall provide Buyers with an entry key to the Property at the Time of Closing. Seller shall provide all remaining sets of keys and all garage door openers to Buyer at the time of transfer of possession of the Property.
- 9. Access to Property.** Buyer agrees not to access the Property until Date of Possession without written permission from Seller except in cases of Emergency. An "Emergency" is a sudden, generally unexpected occurrence or set of circumstances which demands immediate action by Buyer due to insurance responsibilities of Buyer.

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



43 10. **Disclaimer and Hold Harmless.** Seller agrees to hold harmless, indemnify, and defend Buyer from and against any
44 claim or cause of action related to and/or arising out of any injury to the person or personal property resulting from
45 Seller's or Seller's invitee's use and occupancy of the Property. Buyer and Seller agree to hold harmless the Brokers
46 and their firms and Licensees from any and all liability or claims arising out of this Occupancy Agreement.

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

49 12. ~~Other Agreements:~~ Additional Terms:

50
51
52
53
54
55
56
57
58
59
60
61
62
63
64

65 Upon execution by Buyer and Seller, this Occupancy Agreement shall become part of the Purchase and Sale Agreement for
66 the aforementioned Property as if stated verbatim therein.

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

68 _____	68 _____
69 BUYER	69 BUYER
70 _____ at _____ o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm	70 _____ at _____ o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm
71 Date	71 Date

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

73 _____	73 _____
74 SELLER	74 SELLER
75 _____ at _____ o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm	75 _____ at _____ o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm
76 Date	76 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.

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



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~~
3 ~~the parties below with a Binding Agreement Date of~~ _____, for the purchase and sale of real property
4 located at: _____ with a

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

6 CHECK THE BOX(ES) THAT APPLY:

7 Notification from Buyer to Seller:

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

11 _____
12 _____

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

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

17 _____

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

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

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

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

26 _____
27 _____

28 ☐ 8. Buyer warrants and represents the following:

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

31 _____

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

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

35 ☐ 9. Title examination, closing or loan survey pursuant to Tenn. Code Ann. § 62-18-126, boundary line survey,
36 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.*

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

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

LIST OF SPECIFIED OBJECTIONS:

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

☐ 13. 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.

☐ 14. Buyer **WITHDRAWS** all offers and/or counter offers.

☒ 14. ☐ 15.

OTHER:

CHECK THE BOX(ES) THAT APPLY:

Notification from Seller to Buyer:

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

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

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

☐ 18. This is Seller's written demand for Buyer to provide proof of available funds as required in transactions wherein Buyer has waived his financial contingency.

☐ 19. Seller has made written demand for Buyer to provide proof of available funds as required in transactions wherein Buyer has waived his financial contingency. However, Buyer failed to do so within two (2) days, thereby terminating the Agreement.

- 81 ☐ 20. This is Seller's written demand for the name and telephone number of the appraiser and proof that appraisal
82 was ordered in a transaction in which Buyer has waived his financial contingency.
- 83 ☐ 21. Seller has made written demand for the name and telephone number of the appraiser and proof that appraisal
84 was ordered in a transaction in which Buyer has waived his financial contingency. However, Buyer failed
85 to do so within two (2) days, thereby terminating the Agreement.
- 86 ☐ 22. This is Seller's written demand that Buyer provide supporting documentation showing appraised value did
87 not equal or exceed the agreed upon purchase price.
- 88 ☐ 23. This is Seller's written demand for Buyer to provide the following warranties and representations:
- 89 ☐ Buyer has secured evidence of hazard insurance which will be effective at Closing. The name of the
90 hazard insurance company is: _____.
- 91 ☐ Buyer has notified Lender of an Intent to Proceed with Lender and has available funds to Close per the
92 signed Loan Estimate; and
- 93 ☐ Buyer has requested that the appraisal be ordered and affirms that the appraisal fee has been paid.
- 94 ☐ 24. Seller has made written demand for Buyer to warrant and represent that he has secured evidence of hazard
95 insurance and provided the name of insurance company; has provided Lender with an Intent to Proceed;
96 and has requested that the appraisal be ordered and has paid appraisal fee. However, Buyer failed to do so
97 within two (2) days, thereby terminating the Agreement.
- 98 ☐ 25. Holder has advised that the Earnest Money/Trust Money Check or other instrument has been dishonored or
99 not timely received by Holder. Seller is hereby notifying Buyer that Buyer has one (1) day to deliver Earnest
100 Money/Trust Money in immediately available funds to Holder.
- 101 ☐ 26. Holder has advised that the Earnest Money/Trust Money Check or other instrument has been dishonored.
102 Buyer has failed to timely deliver immediately available funds following notice by Holder. Seller is hereby
103 exercising his right to terminate Agreement.
- 104 ☐ 27. Holder has advised that the Earnest Money/Trust Money has not been timely received as required pursuant
105 to the Earnest Money/Trust Money paragraph. Buyer has failed to timely deliver immediately available
106 funds following notice by Holder. Seller is hereby exercising his right to terminate Agreement.
- 107 ☐ 28. For new construction only, Seller hereby notifies Buyer that the improvements are substantially completed.
108 Buyer shall cause to be conducted any inspection provided in the New Construction Purchase and Sale
109 Agreement.
- 110 ☐ 29. Seller **WITHDRAWS** all offers and/or counter offers.
- 111 ☐ 30. ~~28~~. OTHER:
112 _____
113 _____

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

115
116 **NOTIFYING PARTY (Buyer/Seller Signature)** _____

NOTIFYING PARTY (Buyer/Seller Signature) _____

117 _____ at _____ o'clock ☐ am/ ☐ pm

_____ at _____ o'clock ☐ am/ ☐ pm

118 **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.

SHORT SALE ADDENDUM TO THE PURCHASE AND SALE AGREEMENT

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

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

- 9 1. **Approval of the Seller's lender(s) and/or lien creditor(s) (hereinafter collectively "Third Party Creditor(s)").** This
10 Purchase and Sale Agreement is also contingent upon:
- 11 (a) the written agreement of all of the Seller's Third Party Creditor(s) to accept the terms of this Purchase and Sale
12 Agreement ("Agreement"), the Purchase Price and payment of Seller's closing expenses and real estate commissions
13 as shown on the preliminary HUD-1 settlement statement within _____ days from Binding Agreement Date between
14 the Seller and Buyer but no later than the Closing Date contained within the Purchase and Sale Agreement, whichever
15 is earlier;
- 16 (b) the final written agreement of all of the Third Party Creditor(s) to accept a payoff which is less than the balance due
17 on the mortgage(s) and/or lien(s) after payment of Seller's expenses and real estate commissions; and
- 18 (c) the written agreement by all Third Party Creditor(s) that the receipt of the agreed sum will serve as a complete and
19 full satisfaction of the indebtedness secured by the mortgage(s) and/or other liens upon the Property after receipt of
20 the discounted payoff.
- 21 2. **Failure to Obtain Approval of Third Party Creditor(s).** If the Third Party Creditor(s) has not provided final, written
22 approval within the number of days specified above, either party may, at his option, terminate this Agreement with
23 _____ days written notice as provided for in this Agreement and any Earnest Money/Trust Money shall be returned
24 to Buyer.
- 25 3. **Acknowledgment by Parties.** Buyer and Seller acknowledge that the Third Party Creditor(s) is not a party to the Purchase
26 and Sale Agreement and therefore is not obligated to approve the Purchase and Sale Agreement or to fulfill a short sale
27 after approving the Purchase Price and terms of this Agreement. Buyer further acknowledges that Seller is not liable for
28 delays caused by the Third Party Creditor(s) or costs and expenses incurred by the Buyer if the Third Party Creditor(s)
29 does not allow the closing of the short sale.
- 30 4. **Right to Continue to Market Property.** The parties agree and understand that the Third Party Creditor(s) may require
31 the Seller to continue to market the Property and continue to submit additional offers and/or back-up contracts to them for
32 approval, even after Buyer and Seller have agreed upon terms and submitted their contract for approval. This process of
33 receiving multiple offers may cause significant delays in the approval process. Buyer and Seller hereby agree that Seller
34 may continue to market the Property and may submit any additional offers and/or back-up contracts to the Third Party
35 Creditor(s) for consideration even after entering into this Agreement.
- 36 5. **Hold Harmless and Indemnity.** Buyer and Seller agree to hold one another harmless from any damages resulting from
37 the failure of a Third Party Creditor(s) to approve the Purchase Price, the terms of this Agreement and the HUD-1
38 settlement statement within the time frame specified above. In addition, Buyer and Seller hereby agree to hold harmless
39 and indemnify the Brokers, their firms and affiliated licensees working on behalf of Buyer and Seller from any damages
40 incurred as a result of any delays in the approval process or by failure of a Third Party Creditor(s) to approve the short
41 sale.

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



6. Special Stipulations.

All other terms and provisions of the original Purchase and Sale Agreement (including any amendments and addenda) shall remain in full force and effect unless changed herein.

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

I/We understand the importance of obtaining legal, tax and financial advice and have considered this before signing this Addendum.

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.

I/We understand the importance of obtaining legal, tax and financial advice and have considered this before signing this Addendum.

SELLER

SELLER

_____ at _____ o'clock ☐ am/ ☐ pm

_____ at _____ o'clock ☐ am/ ☐ pm

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.

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

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

1. SELLER TO PAY BUYER'S EXPENSES.

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

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

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

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

3. REDUCTION IN PRICE IN LIEU OF REPAIRS.

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

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

4. ASSESSMENTS OR LIENS.

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

5. CONTINGENCIES.

A. Square Footage

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

B. Is Contingent on Sale of Property.

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

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

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

D. Sellers Right to Find Suitable Housing.

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

E. Radon.

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

F. Alternate Appraisal Language.

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

G. Bankruptcy Pending.

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

H. Court Permission to Sell.

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

I. Divorce.

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

J. Additional Buyer Contingencies.

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

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

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

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

K. Buyer Assumption of Loan.

1. Conventional Loan.

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

2. FHA Loan.

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

3. VA Loan.

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

L. Zoning.

1. Rezoning Contingency.

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

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

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

M. Pools.

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

- 1) Type of pool surface

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

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

6. CONDOMINIUM LEGAL DESCRIPTION.

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

7. CONDOMINIUM INFORMATION REVIEW PERIOD

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

8. HOA REVIEW PERIOD

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

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

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

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

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

8. RENTAL LEASES AND REVIEW

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

9. INSPECTION PERIOD IF PROPERTY IS USED AS RENTAL:

Within the agreed upon inspection period, Buyer shall contact Seller to set up a mutually agreeable time for Buyer to have an inspection of the property conducted. Buyer must provide Seller with 5 days notice before end of inspection period and Seller must make property available for inspection on one of those days. If a mutually agreeable time cannot

be reached within the timeframe, contract may be amended to extend inspection period. If Seller is unable to provide one day for an inspection to be conducted, buyer may terminate the contract. If terminated, Buyer is entitled to a refund of the earnest money/ trust money. In the event Buyer does not provide sufficient notice to Seller, Buyer shall have forfeited the right to terminate under this paragraph and shall not be entitled to a refund of the earnest money/ trust money.

10. RENT PRORATION.

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

11. EARNEST MONEY/TRUST MONEY.

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

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

B. Held until Specific Time.

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

12. NON-REFUNDABLE EARNEST MONEY

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

13. INSPECTIONS COSTS

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

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

14. ACCESS TO PUBLIC ROAD.

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

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

15. BUYER/AGENT BUYING TO SELL FOR PROFIT

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

16. AMENITY PACKAGE RELEASE.

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

252 **17. PROPERTY EXCHANGE.**

253 This Agreement and the Separate Agreement which is attached hereto, are intended to be Exchange Properties pursuant to
254 Internal Revenue Code § 1031. The parties agree that they will perform all necessary acts and that they will execute all
255 necessary documents to effectuate an Exchange of Properties under said Section. The parties anticipate that the closings
256 upon the properties which are the subject of this Agreement and the attached Agreement will be simultaneous.

257 **18. SELLER RESERVES THE RIGHT TO SELL – EXCLUSIVE AGENCY AGREEMENT.**

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

264 **19. NON-ASSIGNABILITY.**

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

266 **20. FOREIGN CORPORATION THAT HAS MADE AN ELECTION UNDER IRC § 897(i).**

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

272 **21. RESIDENT ALIEN STATUS.**

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

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



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/TRUST MONEY**

10 _____ ☐ To be received _____ days after BAD.

11 Holder of Earnest Money/Trust Money: _____

12 _____

13 **FINANCIAL-LOAN OBLIGATIONS**

14 Lender and Loan Officer: _____

15 Address: _____ Email: _____

16 Phone: _____ Cell: _____ Fax: _____

17 Type of Loan: _____

- 18 _____ ☐ Binding Agreement sent to Lender and Closing Agency
- 19 _____ ☐ Within 3 days of BAD, verify that Loan Application has been made and Lender has been instructed to order credit report and Buyer has paid for credit report.
- 20 _____ ☐ Within 3 days of BAD, Notify Seller of Date of Application and Lender's name, contact information and that Lender has been instructed to order credit report and Buyer has paid for report.
- 21 _____ ☐ Within 14 days of BAD, Buyer has requested that the appraisal be ordered and the fee has been paid.
- 22 _____ ☐ Within 14 days of BAD, Provide Seller with representation and warranty of securing evidence of hazard insurance and has notified Lender of an Intent to Proceed and has available funds to close per the Loan Estimate.
- 23 _____ ☐ Seller's Written Demand for Compliance if no Loan Application information is provided and that Buyer has instructed Lender to order and has paid for credit report.
- 24 _____ ☐ Seller's Written Demand for Compliance if Buyer has not provided representations and warranties of securing evidence of hazard insurance and signing an Intent to Proceed with Lender and has available funds to Close per the Loan Estimate.

25 Purchase conditioned upon appraisal ☐ Yes ☐ No If Yes,

26 Appraiser Name: _____ Phone: _____

27 Email: _____ Cell: _____

- 28 _____ ☐ Appraisal Complete
- 29 _____ ☐ Appraisal received by Buyer and/or Lender
- 30 _____ ☐ Within 3 days of Buyer receiving low appraisal price, Buyer to notify Seller of decision to terminate agreement or waive appraisal contingency.
- 31
- 32
- 33
- 34
- 35
- 36
- 37
- 38
- 39

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



FINANCING CONTINGENCY WAIVED OBLIGATIONS

- ☐ Within 5 days of BAD, Buyer to provide Proof of funds (For use when Financial Contingency Waived).
☐ Seller's Written Demand for Compliance if Buyer has not provided proof of funds (For use when Financial Contingency Waived).

APPRAISAL

Purchase conditioned upon appraisal ☐ Yes ☐ No If Yes,

Appraiser Name: _____ Phone: _____

Email: _____ Cell: _____ Fax: _____

- ☐ Within 5 days of BAD, Buyer to provide Name and telephone number of appraiser and proof appraisal was ordered. (For use when Financial Contingency Waived).
☐ Seller's Written Demand for Compliance if Buyer has not provided name and address of appraiser and proof appraisal was ordered. (For use when Financial Contingency Waived).

INSPECTION

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

☐ Initial Home Inspection

Inspection Company: _____ Phone: _____

Inspector Name: _____ Phone: _____

Email: _____ Cell: _____ Fax: _____

Date Received: _____

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

WDI Company: _____ Phone: _____

Inspector Name: _____ Phone: _____

Email: _____ Cell: _____ Fax: _____

Date Received: _____

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

Company: _____ Phone: _____

Inspector Name: _____ Phone: _____

Email: _____ Cell: _____ Fax: _____

☐ Other Inspection _____

Company: _____

Inspector Name: _____ Phone: _____

Email: _____ Cell: _____ Fax: _____

Date Received: _____

☐ Other Inspection _____

Company: _____

Inspector Name: _____ Phone: _____

Email: _____ Cell: _____ Fax: _____

Date Received: _____

☐ Other Inspection _____

Company: _____

Inspector Name: _____ Phone: _____

Email: _____ Cell: _____ Fax: _____

Date Completed: _____

- ☐ Buyer Notification to Seller to ☐ terminate ☐ accept ☐ request repairs.
☐ Resolution Period: _____ days following receipt of Repair/Replacement Proposal ~~list of repairs~~ and WDI (counters to each party) (Agreement automatically terminates if Resolution Period expires, without a Repair/Replacement Amendment signed by both parties.)
☐ Inspection contingency resolved

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



- 88 _____ ☐ Completion of Repair/Replacement Amendment items ~~Deadline and Inspection~~ (found on
89 Repair/Replacement Amendment)
90 _____ ☐ Inspection of completed Repair/Replacement Amendment items
91 _____ ☐ Buyer's Final Inspection ~~to be made~~ (see Final Inspection section of Agreement for # of days).

92 **POSSESSION** Other than at Closing

- 93 _____ ☐ Date of Possession if not at Closing

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

95
96
97 **HOMEOWNER ASSOCIATION**

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

99 ☐ Monthly ☐ Quarterly ☐ Annual Dues \$ _____

100 ☐ Monthly ☐ Quarterly ☐ Annual Assessments \$ _____

101 ☐ Monthly ☐ Quarterly ☐ Annual Other \$ _____

102 Transfer Fee \$ _____ to Buyer/Seller

103 Statement of Account Fee to Seller \$ _____

104 NOTES:

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

106 ☐ reported to Seller to cure prior to Closing Date

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

108 **MISCELLANEOUS**

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

110 Phone: _____ Email: _____

111 Buyer Closing/Title Agency: _____

112 Contact: _____ Address: _____

113 Phone: _____ Email: _____

114 Seller Closing/Title Agency: _____

115 Contact: _____ Address: _____

116 Phone: _____ Email: _____

117 Owner's Title Policy ☐ Yes ☐ No ☐ Re-issue Credit Policy to Closing Attorney

118 Paid by: ☐ Buyer ☐ Seller

119 Mortgagee's Title Policy ☐ Yes ☐ No ☐ Re-issue Credit Policy to Closing Attorney

120 Paid by: ☐ Buyer ☐ Seller

121 Homeowner's Insurance: _____ Phone: _____

122 Contact: _____ Amount: _____

123 ~~Mortgage Information:~~ _____ ~~Phone #:~~ _____

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.

GET A HOME INSPECTION AND PROPERTY SURVEY

IMPORTANCE OF INSPECTIONS AND PROPERTY SURVEY

1 Name of Buyer(s) _____
2 Property Address _____

3 I. HOME INSPECTION

4 1. **WHY A BUYER NEEDS A HOME INSPECTION.** A home inspection gives the Buyer more detailed information
5 about the overall condition of the home prior to purchase. In a home inspection, a licensed inspector takes an in-
6 depth, unbiased look at your potential new home to:

- 7 a. Evaluate the physical condition: structure, construction, and mechanical systems.
- 8 b. Identify items that need to be repaired or replaced.
- 9 c. Estimate the remaining useful life of the major systems, equipment, structure, and finishes.

10 2. **APPRAISALS ARE DIFFERENT FROM HOME INSPECTIONS.** An appraisal is different from a home
11 inspection. Appraisals are for lenders; home inspections are for buyers. An appraisal is required for three reasons:

- 12 a. To estimate the market value of a house.
- 13 b. To make sure that the house meets Lender minimum property standards/requirements.
- 14 c. To make sure that the house is marketable.

15 3. **LENDER DOES NOT GUARANTEE THE CONDITION OF YOUR POTENTIAL NEW HOME.** If you find
16 problems with your new home after closing, the Lender cannot give or lend you money for repairs, and the Lender
17 cannot buy the home back from you.

18 ~~4. **RADON GAS TESTING.** The United States Environmental Protection Agency and the Surgeon General of the~~
19 ~~United States have recommended that all houses should be tested for radon. For more information on radon testing,~~
20 ~~call the National Radon Information Line at 1-800-SOS Radon or 1-800-767-7236 or the Tennessee Department of~~
21 ~~Environment and Conservation at 1-800-232-1139. As with a home inspection, if you decide to test for radon, you~~
22 ~~may do so before signing your contract, or you may do so after signing the contract as long as your contract states the~~
23 ~~sale of the home depends on your satisfaction with the results of the radon test.~~

24 ~~5.~~ 4. **BE AN INFORMED BUYER.** It is your responsibility to be an informed buyer. Be sure that what you buy is
25 satisfactory in every respect. You have the right to carefully examine your potential new home with a licensed home
26 inspector. You may arrange to do so before signing your contract, or you may do so after signing the contract as long
27 as the contract states that the sale of the home depends on the inspection.

28 II. PROPERTY SURVEY

29 1. **WHY A BUYER NEEDS A SURVEY.** A survey gives the Buyer specific information concerning the boundary
30 lines of the property prior to purchase. A licensed surveyor can provide the following services which may be beneficial
31 to you as a buyer in this transaction:

- 32 a. To establish boundary lines on a parcel of land at the time of subdividing the property;
- 33 b. Properly representing boundary lines as part of a General Property Survey;
- 34 c. Identify potential issues associated with a piece of property in the form of encroachments, setback violations,
35 easements, etc.; and
- 36 d. Prepare an accurate property description which will become part of the deed of transfer.

2. **SURVEYS ARE DIFFERENT FROM OTHER INSPECTIONS.** A survey is different from a home inspection and an appraisal. A survey represents the boundary lines for the property and potential issues associated with the property. Neither a home inspection nor an appraisal can do this. A home inspection provides a report on the condition of the improvements on the property. An appraisal determines the value of the property. In order to ensure that you know exactly how much land you are purchasing and conditions associated with the property boundaries, you should have a survey done.

3. **BE AN INFORMED BUYER.** It is your responsibility to be an informed buyer. Be sure that what you buy is satisfactory in every respect. You have the right to carefully examine your potential new property with a licensed surveyor. You may arrange to do so before signing your contract, or you may do so after signing the contract as long as the contract states that the sale of the home depends on the survey.

III. RADON GAS TESTING

1. **WHY A BUYER NEEDS RADON GAS TESTING.** Radon is a naturally occurring radioactive gas that accumulates in homes and buildings. Radon gas can cause cancer. The United States Environmental Protection Agency and the Surgeon General of the United States have recommended that all houses should be tested for radon. For more information on radon testing, call the National Radon Information Line at 1-800-SOS-Radon or 1-800-767-7236 or the Tennessee Department of Environment and Conservation at 1-800-232-1139.

2. **BE AN INFORMED BUYER.** It is your responsibility to be an informed buyer. Be sure that what you buy is satisfactory in every respect. You have the right to carefully examine your potential new property with a licensed inspector. You may arrange to do so before signing your contract, or you may do so after signing the contract as long as the contract states that the sale of the home depends on the inspection.

IV. BUYER ACKNOWLEDGMENT

1. HOME INSPECTION.

I/we understand the importance of getting an independent home inspection. I/we have considered this before signing a contract with the seller for a home. Furthermore, I/we have carefully read this notice and fully understand that the Lender will not perform a home inspection nor guarantee the price or condition of the property.

- ☐ I/we choose to have a home inspection performed.
- ☐ I/we choose NOT to have a home inspection performed.

2. SURVEY

I/we understand the importance of getting an independent survey and that this can be done through a licensed surveyor. I/we have been advised that a survey is recommended prior to purchasing real property. I/we have considered this before signing a contract with the seller for a home. Furthermore, I/we have carefully read this notice and fully understand that obtaining an independent survey is the best means of determining the boundary lines for the property.

- ☐ I/we choose to have a survey performed.
- ☐ I/we choose NOT to have a survey performed.

3. RADON GAS

I/we understand the importance of getting a radon gas inspection. I/we have considered this before signing a contract with the seller for a home.

- ☐ I/we choose to have a radon gas inspection performed.
- ☐ I/we choose NOT to have a radon gas inspection performed.

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

BUYER

BUYER

82
83

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

DRAFT SPECIMEN

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



COMMERCIAL EXCLUSIVE RIGHT TO SELL LISTING AGREEMENT

1 **BROKER (listing company):** _____
2 **ADDRESS OF COMPANY:** _____
3 **OWNER / SELLER:** _____
4 **ADDRESS OF OWNER / SELLER:** _____

5 For and in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and
6 sufficiency of which is hereby acknowledged, _____
7 as seller (hereinafter referred to as "Seller") and _____ firm
8 and its licensees (hereinafter collectively referred to as "Firm") do hereby enter into this Commercial Exclusive Right to Sell
9 Listing Agreement ("Agreement"), this _____ day of _____,

10 1. **Exclusive Listing Agreement.** Seller hereby grants to Firm the exclusive right and privilege as the Agent of the
11 Seller to show and offer for sale the following described property as the real estate broker for Seller: All that tract of land
12 known as: _____ (Address),
13 _____ (City), Tennessee, _____ (Zip), as recorded in _____ County Register
14 of Deeds Office, _____ deed book(s), _____ page(s), and/or _____ instrument
15 number and further described as: _____

16 together with all fixtures, landscaping, improvements, leases, mineral rights, air rights, and appurtenances (unless
17 otherwise noted in Special Stipulations), all hereinafter collectively referred to as the "Property", as more particularly
18 described in Exhibit "A", or if no Exhibit "A" is attached, as is recorded with the Register of Deeds of the county in which
19 the Property is located and is made a part of this Agreement by reference. The term of this Agreement shall begin on
20 _____, and shall continue through _____, (hereinafter referred to as
21 "Listing Period"). If a contract to purchase, exchange, or lease is signed before this Agreement expires, the term hereof
22 shall continue until final disposition of Purchase and Sales Agreement, exchange agreement, or lease agreement.

23 2. **Firm's Duties to Seller.** Firm's sole duties to Seller shall be to: (a) use Firm's best efforts to procure a buyer ready,
24 willing, and able to purchase Property at a sales price of \$ _____ (including commission) or any other
25 price acceptable to Seller; (b) assist to the extent requested by Seller in negotiating the terms of and filling out a preprinted
26 real estate purchase and sale agreement; and (c) comply with all applicable laws and regulations in performing its duties
27 hereunder including Tenn. Code Ann. § 62-13-101, et seq., and the Tennessee Real Estate Commission Rules, as amended.

28 3. **Seller's Duties.** Seller represents that Seller: (a) presently has title to the Property or has full authority to enter into this
29 Agreement; (b) will cooperate with Firm to sell the Property to prospective buyers, including directing all other agents to
30 the Firm; (c) will make the Property available for showing at reasonable times as requested by Firm; and (d) will provide
31 Firm with accurate information regarding the Property (including information concerning all adverse material facts
32 pertaining to the physical condition of the Property). Seller will have the additional responsibility to provide Firm with
33 the following documents if they are accessible to Seller:

- 34 a. The most recent property tax assessments and tax bills;
- 35 b. The most recent title insurance policy insuring the Property, including complete and legible copies of all
36 documents (whether or not recorded) which are referenced therein as title exceptions;
- 37 c. The most recent survey, ALTA (American Land Title Association) of the Property or if such a survey is not
38 available, the most recent survey of the Property prepared by a licensed Tennessee surveyor;
- 39 d. All soil reports covering any of the Property;
- 40 e. All cruise reports of existing timber on the Property;
- 41 f. All plans and specifications for Property improvements, including without limitation, diagrams of any outdoor
42 irrigation system;
- 43 g. All existing leases and subleases (including concession and license agreements for use of space within the
44 Property) and any amendments and letter agreements relating thereto, together with all correspondence to and
45 from tenants, and a written summary of any leases currently in negotiation, specifying the tenant, premises to be
46 leased, rents, and term and outlining all other material deal points;

- h. All current insurance policies, together with a written summary of insurance coverage and premiums by policy type;
- i. All certificates of occupancy;
- j. All contractor, vendor, manufacturer and other warranties with respect to all real property improvements, fixtures, equipment and personal property to be conveyed;
- k. All equipment leases and services and vendor contracts (including all amendments and side-letter agreements relating thereto);
- l. All environmental (hazardous substances), engineering, physical inspection, marketing and feasibility studies, assessments and reports, including any wetlands reports;
- m. A current rent roll for the Property together with monthly income and expense reports for the period of Seller's ownership of the Property (or for the previous 36 months if shorter);
- n. A written summary of all pending or threatened litigation, insurance claims and notices of legal violations, together with the pertinent notices, demands, pleadings and other documents;
- o. All reports, assessments or studies regarding actions required to bring the Property into compliance with the Americans with Disabilities Act or any similar state statute or local ordinance or code;
- p. A schedule of special assessment districts and assessment amounts, if any;
- q. A schedule of impact fees paid or owing on the Property, if any;
- r. A schedule of allowances or rebates due on tenant improvements, if any, and proof of insurance from individual tenants (including, as tenants, any space concessionaires of licensees);
- s. All maintenance records for the Property;
- t. All municipal, county, state or federal permits, licenses and authorizations affecting the use, operation and maintenance of the Property;
- u. All assignments, sales documentation or lease documents concerning mineral and/or air rights; and
- v. Other documents which are reasonably requested by a potential buyer during the Due Diligence Period.

4. Marketing.

Firm may advertise the Property for sale in all media and may photograph and/or videotape the Property and use the photographs and/or videotapes in connection with Firm's marketing efforts. Seller agrees not to place any advertisements on the Property or to advertise the Property for sale in any media except with the prior written consent of Firm. Firm is also hereby authorized to place Firm's "For Sale" sign on the Property. Firm is authorized to procure buyers to purchase the Property in cooperation with other real estate brokers and their affiliated licensees. Firm is hereby granted the authority to advertise this listing on the Internet. Firm is additionally permitted to file this listing with any Multiple Listing Services (MLS(es)) or similar service(s) of which Firm 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. Firm may distribute listing and sales information (including the sales price) to buyers, other real estate brokers and their affiliated licensees, and/or multiple listing services or similar services. Firm and other real estate brokers and their affiliated licensees may show the Property without first notifying Seller.

5. Compensation.

- A. **Terms.** Seller agrees to pay Firm, no later than at closing, a real estate commission of _____ percent (____ %) of the purchase price of the Property or \$ _____ in the event that during the Listing Period,
 - (a) Firm procures a ready, willing, and able buyer who has entered into a purchase agreement or an agreement of exchange for the Property at the price described above;
 - (b) Seller enters into an enforceable contract for the sale or exchange of the Property with any buyer; or
 - (c) Seller enters into an option to purchase agreement during the Listing Period and buyer exercises said option.
- B. **Cooperating Compensation.** Firm shall share this compensation with a cooperating broker, if any, who procures the buyer of the Property by paying such cooperating broker _____ % of Firm's commission or \$ _____. Said cooperating broker is the agent or facilitator who represents the interests of and/or is working with the buyer. Cooperating brokers are expressly intended to be third-party beneficiaries under this Agreement only for the purposes of enforcing their commission rights as cooperating brokers.
- C. **Carry Over.** Should the Seller contract to sell or exchange or an option agreement is executed for the Property within _____ days after the expiration of this Agreement to any buyer (or anyone acting on buyer'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 herein at the closing of the sale or exchange of the Property. This includes but is not limited

to any introduction or exposure to the Property by advertisements or postings appearing in any medium which originated as a result of listing the Property with Firm. Notwithstanding the above, in the event that the Property is sold to the prospective buyer by or through another licensed broker with whom Seller has signed an exclusive right to sell contract or exclusive agency contract; after the date of expiration of the Listing Period, then no compensation shall be owed to Firm by virtue of this Agreement. The compensation obligations set forth herein shall survive the termination of this Agreement.

D. Seller Breach or Failure to Close. In the event that a ready, willing, and able buyer is produced and a contract results, the Seller is obligated to compensate the Firm in the event that the Seller unlawfully fails to close by Seller's breach of the contract. In the event that this occurs, Seller agrees to compensate Firm in an amount equal to the compensation which would have been due and owing Firm had the transaction closed. Such compensation will be payable without demand. Should the Firm consent to release the Listing prior to the expiration of the Listing Period, Seller agrees to pay all costs incurred by the Firm to market the Property as a cancellation fee or other amount as agreed to by the parties, in addition to any other sums that may be due to the Firm. 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.

E. Buyer Breach or Failure to Close. Seller and Firm hereby agree that in the event of a failure of buyer to close under an enforceable contract, actual compensation earned by the Firm would be extremely difficult or impractical to ascertain. Accordingly, the parties agree that Firm shall be entitled to collect fifty percent (50%) of any Earnest Money/Trust Money remitted to Seller up to the amount of compensation that would have been earned had the contract closed, which the parties agree is a reasonable sum considering all of the circumstances existing as of the date of this Agreement. The parties agree that said amount does not constitute a penalty. Moreover, such partial compensation shall be credited against any future compensation due under this Listing Agreement or any extensions thereof. Notwithstanding the foregoing, if the Seller prevails in a specific performance lawsuit then the Firm shall be entitled to full compensation as outlined herein. 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.

6. Earnest Money/Trust Money. Firm is authorized to accept from buyer a deposit as Earnest Money/Trust Money to be applied to the purchase price for the Property. Such deposit is to be held by Firm in an escrow or trustee account or forwarded to party authorized to hold said funds as set forth in an executed contract for the purchase, lease, exchange, or option agreement until disbursed in accordance with the terms of said agreement.

7. Seller Indemnity. Seller agrees that Firm is only responsible to pay compensation under the terms of this Agreement to agents within the Firm or cooperating brokers who have dealt directly with the Firm in the sale of this Property. Seller further agrees to hold Firm harmless and indemnify it from any claim, demand, action, liability or proceedings resulting from claims for compensation made by anyone other than Firm or said cooperating brokers who have dealt directly with the Firm in the sale of this Property and to provide for defense costs including reasonable attorney's fees for agents and Firm in such an event. This indemnification shall survive the Closing and any other termination of this Agreement.

8. Limits on Firm's Authority and Responsibility. Seller acknowledges and agrees that Firm: (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 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 the necessity or cost of any repairs to the Property; for hazardous or toxic materials; for the availability and cost of utilities, septic or community amenities; for any conditions existing off the Property that may affect the Property; for uses and zoning of the Property, whether permitted or proposed; for applicable boundaries of school districts or other school information; for proposed or pending condemnation actions involving the Property; for the appraised or future value of the Property; for termites and wood destroying organisms; for building products and construction techniques; for the tax or legal consequences of a contemplated transaction; or for matters relating to financing (Seller acknowledges that Firm (including its broker and affiliated licensees) 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. Seller further acknowledges that he has not relied upon any advice, representations or statements of Firm (including its broker and affiliated licensees) and waives and shall not assert any claims against Firm (including its broker and affiliated licensees) involving same); (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 those duties contained in the Tennessee Real Estate Broker License Act of 1973 and the Tennessee Real Estate Commission Rules, as amended; (d) may make all disclosures required by law and/or the Realtors® Code of Ethics; and (e) may disclose all information about the Property to others.

Seller agrees to hold Firm (including its broker and affiliated licensees) harmless from any and all claims, causes of action, or damages (and shall indemnify Firm (including its broker and affiliated licensees) therefore) arising out of or relating to: (a) Seller providing Firm incomplete and/or inaccurate information; (b) the handling of Earnest Money/Trust Money by

anyone other than Firm (if such earnest money/trust money is entrusted to such person by Seller); or (c) any injury to persons on the Property and/or loss of or damage to the Property or anything contained therein.

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

9. 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 the 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.

10. Extension. If during the term of this Agreement, Seller and a prospective buyer enter into a real estate sales contract which is not consummated for any reason whatsoever, then the original expiration date of this Agreement shall be extended for the number of days that the Property was under contract.

11. Required State Law Disclosures.

(a) Firm agrees to keep confidential all information which Seller asks to be kept confidential by express request or instruction unless Seller permits such disclosure in writing, by Seller's subsequent work or conduct or such disclosure is required by law or the Realtor® Code of Ethics.

(b) Firm may not knowingly give customers false information.

(c) In the event of a conflict between Firm's duty not to give customers false information and the duty to keep the confidences of Seller, the duty not to give customers false information shall prevail.

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

12. Types of Agency.

A. Definitions

1. 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.

2. Agent for the Seller. The licensee's company is working as an agent for the Property Seller and owes primary loyalty to the Seller. Even if the licensee is working with a prospective buyer to locate property for sale, rent, or lease, the licensee and his/her company are legally bound to work in the best interests of any Property Owners whose Property is shown to this prospective buyer. An agency relationship of this type cannot, by law, be established without a written agency agreement.

3. Facilitator / Transaction Broker (not an agent for either party). The licensee is not working as an agent for either party in this consumer's prospective transaction. A Facilitator may advise either or both of the parties to a transaction but cannot be considered a representative or advocate of either party. "Transaction Broker" may be used synonymously with, or in lieu of, "Facilitator" as used in any disclosures, forms or agreements. [By law, any licensee or company who has not entered into a written agency agreement with either party in the transaction is considered a Facilitator or Transaction Broker until such time as an agency agreement is established.]

4. Dual agency. The licensee has agreements to provide services as an agent to more than one (1) party in a specific transaction and in which the interests of such parties are adverse. This agency status may only be employed upon full disclosure to each party and with each party's informed consent.

B. Seller's Authorizations:

209 1. Designated Agency

- 210 a. **Appointment of Designated Agent.** Seller hereby authorizes Managing Broker to appoint the Listing
211 Licensee as Designated Agent for the Seller, to the exclusion of any other licensees associated with Firm.
212 A Designated Agent for the Seller can and will continue to advocate Seller's interests in a transaction
213 even if a Designated Agent for the buyer (other than the licensee below) is also associated with Firm.
214 The Managing Broker hereby appoints _____ to be the
215 Designated Agent to the Seller in this transaction.
- 216 b. **Appointment of Subsequent Designated Agent.** Seller hereby authorizes the Managing Broker, if
217 necessary, to appoint a licensee, other than the licensee named above, as Designated Agent for the Seller,
218 to the exclusion of any other licensees associated with Firm. This shall be accomplished through an
219 amendment to this Agreement, if necessary.
- 220 c. **Default to Facilitator in the event both parties are represented by the same Designated Agent.** The
221 Designated Agent shall default to Facilitator status for all showings or transactions *involving the same*
222 *Designated Agent for both the Seller and a prospective buyer*, immediately notifying (verbally) the
223 buyer and the Seller of the need to default to this Facilitator status to be confirmed in writing prior to the
224 execution of the contract. Upon any default to Facilitator status, the former Designated Agent must
225 assume a neutral position and will not be an advocate for either the Seller or any prospective buyers.
- 226 d. **Resumption of Agency Status.** In the event that the Designated Agent defaults to a Facilitator status,
227 this Facilitator status will only be temporary. The Facilitator status will only last until any transaction
228 or contemplated transaction in which the parties are all assisted by the same Facilitator is resolved (either
229 because the transaction is closed or the transaction or contemplated transaction between these parties is
230 terminated or not accepted and no further negotiations occur between the parties). At that time, the agent
231 will immediately revert to Designated Agency status for the Seller.

232 2. Seller Agency

- 233 ~~a. **Assignment of Designated Agent.** Seller hereby authorizes the Managing Broker to appoint the Listing~~
234 ~~Licensee as the Designated Agent for the Seller, to the exclusion of any other licensee associated with~~
235 ~~Firm in the event another licensee affiliated with the Firm represents the buyer. A Designated Agent for~~
236 ~~the Seller can and will continue to advocate Seller's interests in a transaction even if an Agent or~~
237 ~~Designated Agent for the buyer (other than the Listing Licensee) is also associated with Firm.~~
- 238 ~~b.~~ a. **Default to Facilitator.** Seller hereby authorizes Firm and Listing Licensee to default to Facilitator
239 status (representing the interests of neither the Seller nor the buyer) in any Property showings,
240 negotiations, or transactions in which the Firm may also have a representation agreement with the buyer
241 who is also being assisted by the Listing Licensee. In such event, Agent shall immediately notify
242 (verbally) both the buyer and the Seller of the need to default to this Facilitator status and notification
243 shall be confirmed in writing prior to the execution of the contract. As a Facilitator, Firm and Firm's
244 licensee may assist the parties and provide information in subsequent negotiations in that transaction.
- 245 ~~c.~~ b. **Resumption of Agency Status.** In the event that Firm and Listing Licensee default to a Facilitator
246 status, this Facilitator status will only be temporary. The Facilitator status will only last until any
247 transaction or contemplated transaction in which the parties are all represented by the Facilitator is
248 resolved (either because the transaction is closed or contemplated transaction between the parties is
249 terminated or not accepted and no further negotiations occur between the parties). At that time, the Firm
250 and Listing Licensee shall immediately revert back to their status as Agent for the Seller.

251 13. Agency. Pursuant to Firm policy, Firm shall practice _____ (Designated or
252 Seller Agency – choose one) in this transaction.

253 14. Other Provisions.

- 254 A. **Binding Effect, Entire Agreement, Modification, and Assignment.** This Agreement shall be for the benefit of, and
255 be binding upon, the parties hereto, their heirs, successors, legal representatives and permitted assigns. This
256 Agreement may only be assigned with the written consent of both parties. This Agreement constitutes the sole and
257 entire agreement between the parties hereto and no modification of this Agreement shall be binding unless signed by
258 all parties or assigns to this Agreement. No representation, promise, or inducement not included in this Agreement
259 shall be binding upon any party hereto. Any assignee shall fulfill all the terms and conditions of this Agreement.
- 260 B. **Time of Essence.** Time is of the essence in this Agreement.
- 261 C. **Terminology.** As the context may require in this Agreement: (1) the singular shall mean the plural and vice versa; (2)
262 all pronouns shall mean and include the person, entity, firm, or corporation to which they relate; (3) the masculine

shall mean the feminine and vice versa and (4) the term day(s) used throughout this Agreement shall be deemed to be calendar day(s) ending at 11:59 p.m. local time unless otherwise specified in this Agreement. Local time shall be determined by the location of Property.

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

E. 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.

F. Party Information.

Seller's address:

Firm's address:

Fax #

Fax #

Email:

Email:

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

15. Exhibits and Addenda. All exhibits and/or addenda attached hereto, listed below, or referenced herein are made a part of this Agreement. If any such exhibit or addendum conflicts with any preceding section, said exhibit or addendum shall control:

Exhibit "A" Legal Description

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

315
316
317
318
319
320
321
322

☐ (Mark box if additional pages are attached.)

323
324
325

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 Firm nor any Agent or Facilitator is authorized or qualified to give you any advice about the advisability or legal effect of its provisions.

326
327
328

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.

329

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

330

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

331
332
333
334
335
336

BY: Broker or Licensee Authorized by Broker

BROKER/FIRM

_____ at _____ o'clock ☐ am/ ☐ pm

Date

Address

Phone: _____

Fax: _____

Print/Type Name

Email: _____

337

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

338
339
340
341
342
343
344

SELLER/OWNER

SELLER/OWNER

By: _____

By: _____

Title: _____

Title: _____

Entity: _____

Entity: _____

Print/Type Name

Print/Type Name

_____ at _____ o'clock ☐ am/ ☐ pm

Date

_____ at _____ o'clock ☐ am/ ☐ pm

Date

Address

Address

Phone: _____ (H) _____ (Cell)

Phone: _____ (H) _____ (Cell)

(W) Email: _____

(W) Email: _____

350

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



COMMERCIAL EXCLUSIVE AGENCY LISTING AGREEMENT (Seller Reserves Right to Sell)

1 FIRM (listing company): _____

2 ADDRESS OF COMPANY: _____

3 OWNER / SELLER: _____

4 ADDRESS OF OWNER / SELLER: _____

5 For and in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and
6 sufficiency of which is hereby acknowledged, _____ as
7 seller (hereinafter referred to as "Seller") and _____ (firm) and
8 its licensees (hereinafter collectively referred to as "Firm") do hereby enter into this Agreement, this _____ day of
9 _____,

- 10 1. **Exclusive Agency Agreement.** Seller hereby grants to Firm the exclusive right and privilege as the Agent of the Seller
11 to show and offer for sale the following described property as the real estate broker for Seller: All that tract of land known
12 as : _____ (Address),
13 _____ (City), Tennessee, _____ (Zip), as recorded in _____ County Register
14 of Deeds Office, _____ deed book(s), _____ page(s), and/or _____ instrument number,
15 and further described as:
16 together with all fixtures, landscaping, improvements, leases, mineral rights, air rights, and appurtenances (unless
17 otherwise noted in Special Stipulations), all hereinafter collectively referred to as the "Property", as more particularly
18 described in Exhibit "A", or if no Exhibit "A" is attached, as is recorded with the Register of Deeds of the county in which
19 the Property is located and is made a part of this Agreement by reference. The term of this Agreement shall begin on
20 _____, _____ and shall continue through _____, _____ (hereinafter referred
21 to as "Listing Period").
- 22 2. **Firm's Duties to Seller.** Firm's sole duties to Seller shall be to: (a) use Firm's best efforts to procure a buyer ready,
23 willing, and able to purchase Property at a sales price of \$ _____ (including commission) or any
24 other price acceptable to Seller; (b) assist to the extent requested by Seller in negotiating the terms of and filling out a
25 preprinted real estate purchase and sale agreement; and (c) comply with all applicable laws and regulations in performing
26 its duties hereunder including Tenn. Code Ann. § 62-13-101, et seq., and the Tennessee Real Estate Commission Rules,
27 as amended.
- 28 3. **Seller's Duties.** Seller represents that Seller: (a) presently has title to the Property or has full authority to enter into this
29 Agreement; (b) will cooperate with Firm to sell the Property to prospective buyers, including directing all other agents to
30 the Firm (unless agents make contact with Seller through sole efforts of the Seller); (c) will make the Property available
31 for showing at reasonable times as requested by Firm; and (d) will provide Firm with accurate information regarding the
32 Property (including information concerning all adverse material facts pertaining to the physical condition of the Property).
33 Seller will have the additional responsibility to provide Firm with the following documents if they are accessible to Seller:
- 34 a. The most recent property tax assessments and tax bills;
 - 35 b. The most recent title insurance policy insuring the Property, including complete and legible copies of all
36 documents (whether or not recorded) which are referenced therein as title exceptions;
 - 37 c. The most recent survey, ALTA (American Land Title Association) of the Property or if such a survey is not
38 available, the most recent survey of the Property prepared by a licensed Tennessee surveyor;
 - 39 d. All soil reports covering any of the Property;
 - 40 e. All cruise reports of existing timber on the Property;
 - 41 f. All plans and specifications for Property improvements, including without limitation, diagrams of any outdoor
42 irrigation system;
 - 43 g. All existing leases and subleases (including concession and license agreements for use of space within the
44 Property) and any amendments and letter agreements relating thereto, together with all correspondence to and

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



from tenants, and a written summary of any leases currently in negotiation, specifying the tenant, premises to be leased, rents, and term and outlining all other material deal points;

- h. All current insurance policies, together with a written summary of insurance coverage and premiums by policy type;
- i. All certificates of occupancy;
- j. All contractor, vendor, manufacturer and other warranties with respect to all real property improvements, fixtures, equipment and personal property to be conveyed;
- k. All equipment leases and services and vendor contracts (including all amendments and side-letter agreements relating thereto);
- l. All environmental (hazardous substances), engineering, physical inspection, marketing and feasibility studies, assessments and reports, including any wetlands reports;
- m. A current rent roll for the Property together with monthly income and expense reports for the period of Seller's ownership of the Property (or for the previous 36 months if shorter);
- n. A written summary of all pending or threatened litigation, insurance claims and notices of legal violations, together with the pertinent notices, demands, pleadings and other documents;
- o. All reports, assessments or studies regarding actions required to bring the Property into compliance with the Americans with Disabilities Act or any similar state statute or local ordinance or code;
- p. A schedule of special assessment districts and assessment amounts, if any;
- q. A schedule of impact fees paid or owing on the Property, if any;
- r. A schedule of allowances or rebates due on tenant improvements, if any, and proof of insurance from individual tenants (including, as tenants, any space concessionaires of licensees);
- s. All maintenance records for the Property;
- t. All municipal, county, state or federal permits, licenses and authorizations affecting the use, operation and maintenance of the Property;
- u. All assignments, sales documentation or lease documents concerning mineral and/or air rights; and
- v. Other documents which are reasonably requested by a potential buyer during the Due Diligence Period.

4. Marketing.

Firm may advertise the Property for sale in all media and may photograph and/or videotape the Property and use the photographs and/or videotapes in connection with Firm's marketing efforts. Firm is authorized to place Firm's "For Sale" sign on the Property. Firm is authorized to procure buyers to purchase the Property in cooperation with other real estate brokers and their affiliated licensees. Firm is hereby granted the authority to advertise this listing on the Internet. Firm is additionally permitted to file this listing with any Multiple Listing Services (MLS(es)) or similar service(s) of which Firm 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. Firm may distribute listing and sales information (including the sales price) to buyers, other real estate brokers and their affiliated licensees, and/or multiple listing services or similar services. Firm and other real estate brokers and their affiliated licensees may show the Property without first notifying Seller.

5. Compensation.

A. Terms. Seller agrees to pay Firm, no later than at closing, a real estate commission of _____ percent (____%) of the purchase price of the Property or \$ _____ in the event that during the Listing Period,

- (a) Firm procures a ready, willing, and able buyer who has entered into a purchase agreement or an agreement of exchange for the Property at the price described above;
- (b) Seller enters into an enforceable contract for the sale or exchange of the Property with any buyer not obtained solely by Seller's own efforts; or
- (c) Seller enters into an option to purchase agreement (not obtained solely by Seller's own efforts) during the Listing Period and buyer exercises said option.

Compensation is not due to the Firm in the event that Seller, without the assistance of any real estate agent, directly or indirectly, secures the sale, exchange, transfer or exercised option of the Property. However, compensation as

outlined above will be due to the Firm for any sale, exchange, transfer or exercised option of the Property that is not obtained solely by the Seller's own efforts.

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

C. Carry Over. In the event that Seller contracts to sell or exchange or an option agreement is executed for the Property within _____ days after the expiration of this Agreement to any buyer (or anyone acting on buyer's behalf) who has been introduced to the Property, directly or indirectly, during the term hereof, as extended, Seller agrees to pay the compensation as set forth herein at the closing of the sale or exchange of the Property. This includes but is not limited to any introduction or exposure to the Property by advertisements or postings appearing in any medium which originated as a result of listing the Property with Firm. Notwithstanding the above, in the event that the Property is sold to the prospective buyer by or through another licensed broker with whom Seller has signed an exclusive right to sell contract or exclusive agency contract after the date of expiration of the Listing Period, then no compensation shall be owed to Firm by virtue of this Agreement. The compensation obligations set forth herein shall survive the termination of this Agreement.

D. Seller Breach or Failure to Close. In the event that a ready, willing, and able buyer is produced and a contract results, Seller is obligated to compensate the Firm in the event that Seller unlawfully fails to close by Seller's breach of the contract. However, no compensation shall be due to Firm if the buyer was procured solely by the efforts of Seller alone. In the event that such a Seller's breach occurs, Seller agrees to compensate Firm in an amount equal to the compensation which would have been due and owing Firm had the transaction closed. Such compensation will be payable without demand. Should the Firm consent to release the Listing prior to the expiration of the Listing Period, Seller agrees to pay all costs incurred by the Firm to market the Property as a cancellation fee or other amount as agreed to by the parties, in addition to any other sums that may be due to the Firm. 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.

E. Buyer Breach or Failure to Close. Seller and Firm hereby agree that in the event of a failure of buyer to close under an enforceable contract, actual compensation earned by the Firm would be extremely difficult or impractical to ascertain. Accordingly, the parties agree that Firm shall be entitled to collect fifty percent (50%) of any earnest money/trust money remitted to Seller up to the amount of compensation that would have been earned had the contract closed, which the parties agree is a reasonable sum considering all of the circumstances existing as of the date of this Agreement. The parties agree that said amount does not constitute a penalty. Moreover, such partial compensation shall be credited against any future compensation due under this Listing Agreement or any extensions thereof. Notwithstanding the foregoing, if Seller prevails in a specific performance lawsuit then the Firm shall be entitled to full compensation as outlined herein. However, no compensation shall be due to Firm if the buyer who failed to close was procured solely by the efforts of Seller alone. 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.

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

7. Seller Indemnity. Seller agrees that Firm is only responsible to pay compensation under the terms of this Agreement to agents within the Firm or cooperating brokers who have dealt directly with the Firm in the sale of this Property. Seller further agrees to hold Firm harmless and indemnify it from any claim, demand, action, liability or proceedings resulting from claims for compensation made by anyone other than Firm or said cooperating brokers who have dealt directly with the Firm in the sale of this Property and to provide for defense costs including reasonable attorney's fee for agents and Firm in such an event. This indemnification shall survive the Closing and any other termination of this Agreement.

8. Limits on Firm's Authority and Responsibility. Seller acknowledges and agrees that Firm: (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 the Property; for hazardous or toxic materials; for the availability and cost of utilities or community amenities; for any conditions existing off the Property that may affect the Property; for uses and zoning of the Property, whether permitted or proposed; for applicable boundaries of school districts or other school information; for proposed or pending condemnation actions

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



involving the Property; for the appraised or future value of the Property; for termites and wood-destroying organisms; for building products and construction techniques; for the tax or legal consequences of a contemplated transaction; or for matters relating to financing (Seller acknowledges that Firm (including its broker and affiliated licensees) 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. Seller further acknowledges that he has not relied upon any advice, representations or statements of Firm (including its broker and affiliated licensees) and waives and shall not assert any claims against Firm (including its broker and affiliated licensees) involving same); (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 those duties contained in the Tennessee Real Estate Broker License Act of 1973 and the Tennessee Real Estate Commission Rules, as amended; (d) may make all disclosures required by law and the Realtors® Code of Ethics; and (e) may disclose all information about the Property to others.

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

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

9. 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.

10. Extension. If during the term of this Agreement, Seller and a prospective buyer who was introduced to the Property by Firm or any other real estate agent working on behalf of the Seller enter into a real estate sales contract which is not consummated for any reason whatsoever, then the original expiration date of this Agreement shall be extended for the number of days that the Property was under contract.

11. Required State Law Disclosures.

(a) Firm agrees to keep confidential all information which Seller asks to be kept confidential by express request or instruction unless the Seller permits such disclosure in writing, by Seller's subsequent work or conduct, or such disclosure is required by law or the Realtor® Code of Ethics.

(b) Firm may not knowingly give customers false information.

(c) In the event of a conflict between Firm's duty not to give customers false information and the duty to keep the confidences of Seller, the duty not to give customers false information shall prevail.

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

12. Types of Agency.

A. Definitions

1. 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.

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

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

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

B Seller's Authorizations:

1. Designated Agency

- a. **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 Firm. 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 Firm. The Managing Broker hereby appoints _____ to be the Designated Agent to the Seller in this transaction.
- b. **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 Firm. This shall be accomplished through an amendment to this Agreement, if necessary.
- c. **Default to Facilitator in the event both parties are represented by the same Designated Agent.** The Designated Agent shall default to Facilitator status for all showings or transactions *involving the same Designated Agent for both the Seller and a prospective buyer*, immediately notifying (verbally) the buyer and 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 Designated Agent must assume a neutral position and will not be an advocate for either the Seller or any prospective buyers.
- d. **Resumption of Agency Status.** In the event that the Designated Agent defaults to a Facilitator status, this Facilitator status will only be temporary. The Facilitator status will only last until any transaction or contemplated transaction in which the parties are all assisted by the same Facilitator is resolved (either because the transaction is 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.

2. Seller Agency

- a. ~~Assignment of Designated Agent. Seller hereby authorizes the Managing Broker to appoint the Listing Licensee as the Designated Agent for the Seller, to the exclusion of any other licensee associated with Firm, in the event another licensee affiliated with the Firm 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 Firm.~~
- b. **a. Default to Facilitator.** Seller hereby authorizes Firm 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 Firm may also have a representation agreement with the buyer who is also being assisted by the 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, Firm and Firm's licensee may assist the parties and provide information in subsequent negotiations in that transaction.
- c. **b. Resumption of Agency Status.** In the event that Firm 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 Firm and Listing Licensee shall immediately revert back to their status as Agent for the Seller.

13. **Agency.** Pursuant to Firm policy, Firm shall practice _____ (Designated

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



Agency or Seller Agency – choose one) in this transaction.

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

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

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

E. 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 provision of this Agreement, and the remaining portions or provisions shall be unaffected and remain in full force and effect.

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

G. Party Information

Seller's address:

Firm's address:

Fax #

Fax #

Email:

Email:

15. Exhibits and Addenda. All exhibits and/or addenda attached hereto, listed below, or referenced herein are made a part of this Agreement. If any such exhibit or addendum conflicts with any preceding section, said exhibit or addendum shall control:

Exhibit "A" Legal Description

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

☐ (Mark box if additional pages are attached.)

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

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

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

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

BY: Broker or Licensee Authorized by Broker

BROKER/FIRM

_____ at _____ o'clock ☐ am/ ☐ pm

Date

Address

Phone: _____ Fax: _____

Print/Type Name

Email: _____

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

SELLER/OWNER

SELLER/OWNER

By: _____

By: _____

Title: _____

Title: _____

Entity: _____

Entity: _____

Print/Type Name

Print/Type Name

_____ at _____ o'clock ☐ am/ ☐ pm

_____ at _____ o'clock ☐ am/ ☐ pm

Date

Date

Address

Address

Phone: _____ (H) _____ (Cell)

Phone: _____ (H) _____ (Cell)

_____ (W) Email: _____

_____ (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.

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



COMMERCIAL OPEN LISTING AGREEMENT

1 **FIRM (listing company):** _____
2 **ADDRESS OF COMPANY:** _____
3 **OWNER / SELLER:** _____
4 **ADDRESS OF OWNER / SELLER:** _____

5 For and in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and
6 sufficiency of which is hereby acknowledged, _____ (firm)
7 as seller (hereinafter referred to as "Seller"), and _____
8 and its licensees (hereinafter collectively referred to as "Firm") do hereby enter into this Commercial Open Listing Agreement
9 ("Agreement"), this _____ day of _____.

10 **1. Open Listing Agreement.** Seller hereby grants to Firm the right and privilege as an agent of the Seller to show and offer
11 for sale the following described property: All that tract of land known as:

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

16 _____
17 together with all fixtures, landscaping, improvements, leases, mineral rights, air rights, and appurtenances (unless
18 otherwise noted in Special Stipulations), all hereinafter collectively referred to as the "Property", as more particularly
19 described in Exhibit "A", or if no Exhibit "A" is attached, as is recorded with the Register of Deeds of the county in which
20 the Property is located and is made a part of this Agreement by reference. The term of this Agreement shall begin on
21 _____, _____ and shall continue through _____, _____ (hereinafter referred to as
22 "Listing Period").

23 **2. Firm's Duties to Seller.** Firm's sole duties to Seller shall be to: (a) use Firm's best efforts to procure a buyer ready,
24 willing, and able to purchase the Property at a sales price of \$ _____ (including commission)
25 ("Purchase Price") or any other price acceptable to Seller; (b) assist to the extent requested by Seller, in negotiating the
26 terms of and filling out a preprinted real estate purchase and sale agreement; and (c) comply with all applicable laws and
27 regulations in performing its duties hereunder including Tenn. Code Ann. § 62-13-101, et seq. and the Tennessee Real
28 Estate Commission Rules, as amended.

29 **3. Seller's Duties.** Seller represents that Seller: (a) presently has title to the Property or has full authority to enter into this
30 Agreement; (b) will cooperate with Firm to sell the Property to prospective buyers; (c) will make the Property available
31 for showing at reasonable times as requested by Firm; and (d) will provide Firm with accurate information regarding the
32 Property (including information concerning all adverse material facts pertaining to the physical condition of the Property).
33 Seller will have the additional responsibility to provide Firm with the following documents if they are accessible to Seller:
34 a. The most recent property tax assessments and tax bills;
35 b. The most recent title insurance policy insuring the Property, including complete and legible copies of all
36 documents (whether or not recorded) which are referenced therein as title exceptions;
37 c. The most recent survey, ALTA (American Land Title Association) of the Property or if such a survey is not
38 available, the most recent survey of the Property prepared by a licensed Tennessee surveyor;
39 d. All soil reports covering any of the Property;
40 e. All cruise reports of existing timber on the Property;
41 f. All plans and specifications for Property improvements, including without limitation, diagrams of any outdoor
42 irrigation system;
43 g. All existing leases and subleases (including concession and license agreements for use of space within the
44 Property) and any amendments and letter agreements relating thereto, together with all correspondence to and
45 from tenants, and a written summary of any leases currently in negotiation, specifying the tenant, premises to be
46 leased, rents, and term and outlining all other material deal points;

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

- h. All current insurance policies, together with a written summary of insurance coverage and premiums by policy type;
- i. All certificates of occupancy;
- j. All contractor, vendor, manufacturer and other warranties with respect to all real property improvements, fixtures, equipment and personal property to be conveyed;
- k. All equipment leases and services and vendor contracts (including all amendments and side-letter agreements relating thereto);
- l. All environmental (hazardous substances), engineering, physical inspection, marketing and feasibility studies, assessments and reports, including any wetlands reports;
- m. A current rent roll for the Property together with monthly income and expense reports for the period of Seller's ownership of the Property (or for the previous 36 months if shorter);
- n. A written summary of all pending or threatened litigation, insurance claims and notices of legal violations, together with the pertinent notices, demands, pleadings and other documents;
- o. All reports, assessments or studies regarding actions required to bring the Property into compliance with the Americans with Disabilities Act or any similar state statute or local ordinance or code;
- p. A schedule of special assessment districts and assessment amounts, if any;
- q. A schedule of impact fees paid or owing on the Property, if any;
- r. A schedule of allowances or rebates due on tenant improvements, if any, and proof of insurance from individual tenants (including, as tenants, any space concessionaires of licensees);
- s. All maintenance records for the Property;
- t. All municipal, county, state or federal permits, licenses and authorizations affecting the use, operation and maintenance of the Property;
- u. All assignments, sales documentation or lease documents concerning mineral and/or air rights; and
- v. Other documents which are reasonably requested by a potential buyer during the Due Diligence Period.

4. Marketing.

Firm may advertise the Property for sale in all media and may photograph and/or videotape the Property and use the photographs and/or videotapes in connection with Firm's marketing efforts. Firm is also hereby authorized to place Firm's "For Sale" sign on the Property. Firm is authorized to procure buyers to purchase the Property in cooperation with other real estate brokers and their affiliated licensees. Firm is hereby granted the authority to advertise this listing on the Internet. Firm is additionally permitted to file this listing with any Multiple Listing Services (MLS(es)) or similar service(s) of which Firm 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. Firm may distribute listing and sales information (including the sales price) to buyers, other real estate brokers and their affiliated licensees, and/or multiple listing services or similar services. Firm and other real estate brokers and their affiliated licensees may show the Property without first notifying Seller.

5. Compensation.

A. Terms. Seller agrees to pay Firm, no later than at closing, a real estate commission of _____ percent (____%) of the Purchase Price of the Property or \$_____ in the event that during the Listing Period,

- (a) Firm procures a ready, willing, and able buyer who has entered into a purchase agreement or an agreement of exchange for the Property at the price described above;
- (b) Seller enters into an enforceable contract for the sale or exchange of the Property with any buyer procured by Firm; or
- (c) Seller enters into an option to purchase agreement procured by Firm during the Listing Period and buyer exercises said option.

Compensation is not due to the Firm in the event that Seller or another agent, without the assistance of Firm, secures the sale, exchange, transfer or exercised option of the Property. However, compensation as outlined above will be due to the Firm for any sale, exchange, transfer or exercised option of the Property that is procured by the Firm.

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

102 **C. Carry Over.** Should the Seller contract to sell or exchange or an option agreement is executed for the Property within
103 _____ days after the expiration of this Agreement to any buyer (or anyone acting on buyer's behalf) who has been
104 introduced to the Property, directly or indirectly, by the Firm during the term hereof, as extended, the Seller agrees to
105 pay the compensation as set forth herein at the closing of the sale or exchange of the Property. This includes but is
106 not limited to any introduction or exposure to the Property by advertisements or postings appearing in any medium
107 which originated as a result of listing the Property with Firm. Notwithstanding the above, in the event that the Property
108 is sold to the prospective buyer by or through another licensed broker with whom Seller has signed an exclusive right
109 to sell contract or exclusive agency contract, after the date of expiration of the Listing Period, then no compensation
110 shall be owed to Firm by virtue of this Agreement. The compensation obligations set forth herein shall survive the
111 termination of this Agreement.

112 **D. Seller Breach or Failure to Close.** In the event that a ready, willing, and able buyer is produced by Firm and a
113 contract results, Seller is obligated to compensate the Firm in the event that Seller unlawfully fails to close by Seller's
114 breach of the contract. In the event that this occurs, Seller agrees to compensate Firm in an amount equal to the
115 compensation which would have been due and owing Firm had the transaction closed. Such compensation will be
116 payable without demand. Should the Firm consent to release the Listing prior to the expiration of the Listing Period,
117 Seller agrees to pay all costs incurred by the Firm to market the Property as a cancellation fee or other amount as
118 agreed to by the parties, in addition to any other sums that may be due to the Firm. Seller agrees to pay all reasonable
119 attorney's fees together with any court costs and expenses which real estate firm incurs in enforcing any of Seller's
120 obligations under this Listing Agreement.

121 **E. Buyer Breach or Failure to Close.** Seller and Firm hereby agree that in the event of a failure of buyer to close under
122 an enforceable contract, actual compensation earned by the Firm would be extremely difficult or impractical to
123 ascertain. Accordingly, the parties agree that Firm shall be entitled to collect fifty percent (50%) of any earnest
124 money/trust money remitted to Seller up to the amount of compensation that would have been earned had the contract
125 closed, which the parties agree is a reasonable sum considering all of the circumstances existing as of the date of this
126 Agreement. The parties agree that said amount does not constitute a penalty. Moreover, such partial compensation
127 shall be credited against any future compensation due under this Agreement or any extensions thereof.
128 Notwithstanding the foregoing, if Seller prevails in a specific performance lawsuit then the Firm shall be entitled to
129 full compensation as outlined herein. However, compensation shall only be due to Firm if the buyer who failed to
130 close was procured solely by the efforts of Firm. The parties hereby agree that all remedies are fair and equitable and
131 neither party will assert the lack of mutuality of remedies as a defense in the event of a dispute.

132 **6. Earnest Money/Trust Money.** Firm is authorized to accept from buyer a deposit as Earnest Money/Trust Money to be
133 applied to the purchase price for the Property. Such deposit is to be held by Firm in an escrow or trustee account or
134 forwarded to party authorized to hold said funds as set forth in an executed contract for the purchase, lease, exchange, or
135 option agreement until disbursed in accordance with the terms of said agreement.

136 **7. Seller Indemnity.** Seller agrees that Firm is only responsible to pay compensation under the terms of this Agreement to
137 agents within the Firm or cooperating brokers who have dealt directly with the Firm in the sale of this Property. Seller
138 further agrees to hold Firm harmless and indemnify it from any claim, demand, action, liability or proceedings resulting
139 from claims for compensation made by anyone other than Firm or said cooperating brokers who have dealt directly with
140 the Firm in the sale of this Property and to provide for defense costs including reasonable attorney's fee for agents and
141 Firm in such an event. This indemnification shall survive the Closing and any other termination of this Agreement.

142 **8. Limits on Firm's Authority and Responsibility.** Seller acknowledges and agrees that Firm: (a) may show other properties
143 to prospective buyers who are interested in Seller's Property; (b) is not an expert with regard to matters that could be
144 revealed through a survey, title search, or inspection; the condition of the Property; for the condition of the Property, any
145 portion thereof, or any item therein; for any geological issues present on the Property; for the necessity or cost of repairs
146 to the Property; for hazardous or toxic materials; for the availability and cost of utilities, septic or community amenities;
147 for any conditions existing off the Property that may affect the Property; for uses and zoning of the Property, whether
148 permitted or proposed; for applicable boundaries of school districts or other school information; for proposed or pending
149 condemnation actions involving the Property; for the appraised or future value of the Property; for termites and wood
150 destroying organisms; for building products and construction techniques; for the tax or legal consequences of a
151 contemplated transaction; or for matters relating to financing (Seller acknowledges that Firm (including its broker and
152 affiliated licensees) is not an expert with respect to the above matters and is hereby advised to seek independent expert
153 advice on any of these matters which are of concern to Seller. Seller further acknowledges that he has not relied upon any
154 advice, representations or statements of Firm (including its broker and affiliated licensees) and waives and shall not assert
155 any claims against Firm (including its broker and affiliated licensees) involving same); (c) shall owe no duties to Seller
156 nor have any authority to act on behalf of Seller other than what is set forth in this Agreement and those duties contained

in the Tennessee Real Estate Broker License Act of 1973, and the Tennessee Real Estate Commission Rules, as amended; (d) may make all disclosures required by law or the Realtors® Code of Ethics; and (e) may disclose all information about the Property to others.

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

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

9. 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.

10. Extension. If during the term of this Agreement, Seller and a prospective Buyer who was introduced to the Property by Firm or any other real estate agent working on behalf of Seller enter into a real estate sales contract which is not consummated for any reason whatsoever, then the original expiration date of this Agreement shall be extended for the number of days that the Property was under contract.

11. Required State Law Disclosures.

(a) Firm agrees to keep confidential all information which Seller asks to be kept confidential by express request or instruction unless Seller permits such disclosure in writing, by Seller's subsequent work or conduct, or such disclosure is required by law.

(b) Firm may not knowingly give customers false information.

(c) In the event of a conflict between Firm's duty not to give customers false information and the duty to keep the confidences of Seller, the duty not to give customers false information shall prevail.

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

12. Types of Agency.

A. Definitions

1. 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.

2. Agent for the Seller. The licensee's company is working as an agent for the Property Seller and owes primary loyalty to the Seller. Even if the licensee is working with a prospective buyer to locate property for sale, rent, or lease, the licensee and his/her company are legally bound to work in the best interests of any Property Owners whose Property is shown to this prospective buyer. An agency relationship of this type cannot, by law, be established without a written agency agreement.

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

213 **B. Seller's Authorizations:**

214 **1. Designated Agency**

- 215 a. **Appointment of Designated Agent.** Seller hereby authorizes Managing Broker to appoint the Listing
216 Licensee as Designated Agent for the Seller, to the exclusion of any other licensees associated with Firm. A
217 Designated Agent for the Seller can and will continue to advocate Seller's interests in a transaction even if a
218 Designated Agent for the buyer (other than the licensee below) is also associated with Firm. The Managing
219 Broker hereby appoints _____ to be the Designated Agent for the Seller in this
220 transaction.
- 221 b. **Appointment of Subsequent Designated Agent.** Seller hereby authorizes the Managing Broker, if
222 necessary, to appoint a licensee, other than the licensee named above, as Designated Agent for the Seller, to
223 the exclusion of any other licensees associated with Firm. This shall be accomplished through an amendment
224 to this Agreement, if necessary.
- 225 c. **Default to Facilitator in the event both parties are represented by the same Designated Agent.** The
226 Designated Agent shall default to Facilitator status for all showings or transactions *involving the same*
227 *Designated Agent for both the Seller and a prospective buyer*, immediately notifying (verbally) the buyer
228 and the Seller of the need to default to this Facilitator status to be confirmed in writing prior to the execution
229 of the contract. Upon any default to Facilitator status, the former Designated Agent must assume a neutral
230 position and will not be an advocate for either the Seller or any prospective buyers.
- 231 d. **Resumption of Agency Status.** In the event that the Designated Agent defaults to a Facilitator status, this
232 Facilitator status will only be temporary. The Facilitator status will only last until any transaction or
233 contemplated transaction in which the parties are all assisted by the same Facilitator is resolved (either
234 because the transaction is closed or the transaction or contemplated transaction between these parties is
235 terminated or not accepted and no further negotiations occur between the parties). At that time, the agent
236 will immediately revert to Designated Agency status for the Seller.

237 **2. Seller Agency**

- 238 a. ~~Assignment of Designated Agent. Seller hereby authorizes the Managing Broker to appoint the Listing~~
239 ~~Licensee as the Designated Agent for the Seller, to the exclusion of any other licensee associated with Firm,~~
240 ~~in the event another licensee affiliated with the Firm represents the buyer. A Designated Agent for the Seller~~
241 ~~can and will continue to advocate Seller's interests in a transaction even if an Agent or Designated Agent for~~
242 ~~the buyer (other than the Listing Licensee) is also associated with Firm.~~
- 243 b. **a. Default to Facilitator.** Seller hereby authorizes Firm and Listing Licensee to default to Facilitator status
244 (representing the interests of neither the Seller nor the buyer) in any Property showings, negotiations, or
245 transactions in which the Firm may also have a representation agreement with the buyer who is also being
246 assisted by the Listing Licensee. In such event, Agent shall immediately notify (verbally) both the buyer and
247 the Seller of the need to default to this Facilitator status and notification shall be confirmed in writing prior
248 to the execution of the contract. As a Facilitator, Firm and Firm's licensee may assist the parties and provide
249 information in subsequent negotiations in that transaction.
- 250 c. **b. Resumption of Agency Status.** In the event that Firm and Listing Licensee default to a Facilitator status,
251 this Facilitator status will only be temporary. The Facilitator status will only last until any transaction or
252 contemplated transaction in which the parties are all represented by the Facilitator is resolved (either because
253 the transaction is closed or contemplated transaction between the parties is terminated or not accepted and
254 no further negotiations occur between the parties). At that time, the Firm and Listing Licensee shall
255 immediately revert back to their status as Agent for the Seller.

256 13. **Agency.** Pursuant to Firm policy, Firm shall practice _____ (Designated
257 Agency or Seller Agency – choose one) in this transaction.

258 **14. Other Provisions.**

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

265 **B. Time of Essence.** Time is of the essence in this Agreement.

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

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

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

276 **F. Party Information.**

277 Seller's address:

Firm's address:

278 _____
279 _____
280 _____, _____, _____

281 Fax # _____ Fax # _____

282 Email: _____ Email: _____

283 **G. Fair Housing.** Firm shall not deny services to, nor discriminate against, any person on the basis of race, color, creed,
284 religion, sex, handicap, familial status, national origin, sexual orientation, or gender identity and will not honor any
285 request to do so.

286 **15. Exhibits and Addenda.** All exhibits and/or addenda attached hereto, listed below, or referenced herein are made a part
287 of this Agreement. If any such exhibit or addendum conflicts with any preceding section, said exhibit or addendum
288 shall control:

289 Exhibit "A" Legal Description

290 _____
291 _____
292 _____
293 _____
294 _____
295 _____

296 **16. Special Stipulations.** The following Special Stipulations, if conflicting with any preceding section, shall control:

297 _____
298 _____
299 _____
300 _____
301 _____
302 _____
303 _____
304 _____

305 ☐ (Mark box if additional pages are attached.)

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

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

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

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

314 _____
315 **BY: Broker or Licensee Authorized by Broker**

BROKER/FIRM

316 _____ at _____ o'clock ☐ am/ ☐ pm

317 Date

Address

318 _____

Phone: _____

Fax: _____

319 Print/Type Name

Email: _____

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

321 _____
322 **SELLER/OWNER**

SELLER/OWNER

323 By: _____

By: _____

324 Title: _____

Title: _____

325 Entity: _____

Entity: _____

326 _____ at _____ o'clock ☐ am/ ☐ pm

327 Date

_____ at _____ o'clock ☐ am/ ☐ pm

Date

328 _____

329 Address

Address

330 Phone: _____ (H) _____ (Cell)

Phone: _____ (H) _____ (Cell)

331 _____ (W) Email: _____

_____ (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.

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



COMMERCIAL EXCLUSIVE LEASING AGREEMENT

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

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

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

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

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

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

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

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

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

5. **MARKETING.**

Broker may advertise the Property for lease in all media and may photograph and/or videotape the Property and use the
photographs and/or videotapes in connection with Broker's marketing efforts. Owner agrees not to place any

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



advertisements on the Property or to advertise the Property for lease in any media except with the prior written consent of Broker. Broker is also hereby authorized to place Broker's "For Lease" sign or equivalent signage on the Property. Broker is authorized to procure tenants to lease the Property in cooperation with other real estate brokers and their affiliated licensee. Broker is hereby granted the authority to advertise this listing on the Internet. Broker is additionally permitted to file this listing with any Multiple Listing Services (MLS(es)) or similar service(s) of which Broker is a member. Owner understands and agrees that by placing the listing on the MLS or these similar services, the listing may be included in a searchable database provided by the MLS or similar service which can be viewed on other agents' websites. Owner also agrees that the listing may also appear on publicly accessible websites sponsored by and/or affiliated with the MLS, the local association of Realtors®, or similar listing services and those who lawfully receive listing information from said entities. Broker may distribute leasing information (including the rent price) to tenants, other real estate brokers and their affiliated licensees, and/or multiple listing services or similar services. Broker and other real estate brokers and their affiliated licensees may show the Property without first notifying Owner.

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

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

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

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

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

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

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

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

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

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

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

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

EXCEPTIONS:

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

12. TYPES OF AGENCY.

A. Definitions

- 1. Designated Agent for the Owner.** The individual licensee that has been assigned by his/her Managing Broker and is working as an agent for the Owner in this consumer's prospective transaction, to the exclusion of all other licensees in his/her company. Even if someone else in the licensee's company represents a possible tenant for this Owner's Property, the Designated Agent for the Owner will continue to work as an advocate for the best interests of the Owner. An agency relationship of this type cannot, by law, be established without a written agency agreement.
- 2. Agent for the Owner.** The licensee's company is working as an agent for the Owner and owes primary loyalty to the Owner. Even if the licensee is working with a prospective tenant to locate property for sale, rent, or lease, the licensee and his/her company are legally bound to work in the best interests of any Owner whose Property is shown to this prospective tenant. An agency relationship of this type cannot, by law, be established without a written agency agreement.
- 3. Facilitator / Transaction Broker (not an agent for either party).** The licensee is not working as an agent for either party in this consumer's prospective transaction. A Facilitator may advise either or both of the parties to a

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

transaction but cannot be considered a representative or advocate of either party. "Transaction Broker" may be used synonymously with, or in lieu of, "Facilitator" as used in any disclosures, forms or agreements. [By law, any licensee or company who has not entered into a written agency agreement with either party in the transaction is considered a Facilitator or Transaction Broker until such time as an agency agreement is established.]

4. **Dual agency.** The licensee has agreements to provide services as an agent to more than one (1) party in a specific transaction and in which the interests of such parties are adverse. This agency status may only be employed upon full disclosure to each party and with each party's informed consent.

B. Owner's Authorizations:

1. Designated Agency

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

2. Landlord/Seller Agency

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

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

14. REQUIRED STATE LAW DISCLOSURES.

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

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



or the Realtors® Code of Ethics.

B. Broker may not knowingly give customers false information.

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

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

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

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

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

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

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

17. OTHER PROVISIONS.

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

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

265 **C. Time of Essence.** Time is of the essence of this Agreement.

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

271 **E. Responsibility to Cooperate.** All parties agree to timely take such actions and produce, execute, and/or deliver such
272 information and documentation as is reasonably necessary to carry out the responsibilities and obligations of this
273 Agreement.

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

284 Owner's address:

Broker's address:

285 _____
286 _____
287 _____
288 Fax # _____
289 Email: _____

Fax # _____
Email: _____

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

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

294 _____
295 _____
296 _____
297 _____
298 _____
299 _____
300 _____
301 _____
302 _____
303 _____
304 _____
305 _____
306 _____
307 _____
308 _____
309 _____
310 _____
311 _____
312 _____
313 _____
314 _____

315 ☐ (Mark box if additional pages are attached.)

316 BY SIGNING THIS AGREEMENT, OWNER ACKNOWLEDGES THAT: (1) OWNER HAS READ ALL
317 PROVISIONS MADE HEREIN; (2) OWNER UNDERSTANDS ALL SUCH PROVISIONS AND DISCLOSURES
318 AND HAS ENTERED INTO THIS AGREEMENT VOLUNTARILY; AND (3) OWNER IS NOT SUBJECT TO A
319 CURRENT LEASING AGREEMENT WITH ANY OTHER BROKER.

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

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

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

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

328 329	BY: Broker or Licensee Authorized by Broker	BROKER/FIRM
330	_____ at _____ o'clock ☐ am/ ☐ pm	_____
331	Date	Address
332	_____	Phone: _____ Fax: _____
333	Print/Type Name	Email: _____

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

335 336	OWNER/SELLER	OWNER/SELLER
337	By: _____	By: _____
338	Title: _____	Title: _____
339	Entity: _____	Entity: _____
340	_____ at _____ o'clock ☐ am/ ☐ pm	_____ at _____ o'clock ☐ am/ ☐ pm
341	Date	Date
342	_____	_____
343	Address	Address
344	Phone: _____ (H) _____ (Cell)	Phone: _____ (H) _____ (Cell)
345	_____ (W) Email: _____	_____ (W) Email: _____
346	_____	_____

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.

COMMERCIAL OPEN LISTING AGREEMENT (FOR LEASE)

For and in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, _____ (hereinafter referred to as "Owner"), and _____ as broker and its licensees (hereinafter collectively referred to as "Broker") do hereby enter into this Agreement, this _____ day of _____, _____.

1. **Open Listing Agreement.** Owner hereby grants to Broker the non-exclusive right and privilege to show and offer for lease the following described property as the real estate broker for Owner:

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

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

2. **Leases.** Any lease agreement will be in writing.

3. **Broker's Duties to Owner.** Broker's sole duties to Owner shall be to: (a) use Broker's best efforts to procure a tenant ready, willing, and able to lease the Property at a rental price of \$ _____ per month (including commission) or any other price acceptable to Owner, for a term of at least _____ months; (b) assist, to the extent requested by Owner, in negotiating the terms of and filling out a preprinted real estate lease agreement; and (c) comply with all applicable laws and regulations in performing its duties hereunder including the Tennessee Real Estate License Act of 1973 and the Tennessee Real Estate Commission Rules and Policies, as amended.

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

5. **Marketing.** Broker may advertise the Property for lease in all media and may photograph and/or videotape the Property and use the photographs and/or videotapes in connection with Broker's marketing efforts. Broker is also hereby authorized to place Broker's "For Lease" sign or equivalent signage on the Property. Broker is authorized to procure tenants to lease the Property in cooperation with other real estate brokers and their affiliated licensees. Broker is hereby granted the authority to advertise this listing on the Internet. Broker is additionally permitted to file this listing with any Multiple Listing Services (MLS(es)) or similar service(s) of which Broker is a member. Owner understands and agrees that by placing the listing on the MLS or these similar services, the listing may be included in a searchable database provided by the MLS or similar service which can be viewed on other agents' websites. Owner also agrees that the listing may also appear on publicly accessible websites sponsored by and/or affiliated with the MLS, the local association of Realtors®, or similar listing services and those who lawfully receive listing information from said entities. Broker may distribute leasing information (including the rent price) to tenants, other real estate brokers and their affiliated licensees, and/or multiple listing services or similar services. Broker and other real estate brokers and their affiliated licensees may show the Property without first notifying Owner.

6. **Early Termination.** Broker or Owner shall have the right to terminate this Agreement at any time by giving the other party written notice; however this shall not limit Broker's remedies under the Compensation section.

7. **Compensation.** Broker shall be compensated on the following basis:

A. **Terms.** If any prospective tenant introduced to the Property by Broker enters into an enforceable contract to lease the Property during the Authorization Period, Owner agrees to pay Broker a commission of [Check one. The section not marked shall not be a part of this Agreement]:

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

Commission is not due to the Broker in the event that Owner or another agent, without the assistance of Broker, directly or indirectly secures the lease of the property. However, commission as outlined above will be due to the Broker for any lease of the Property that is procured by the Broker.

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

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

D. **Renewal or Extension of Lease.** If Owner renews or extends a lease to a tenant (or a related person or entity of that tenant) procured by Broker, Owner will pay Broker \$_____ or _____% of each additional month's rent.

E. **Carry Over Clause.** In the event that Owner leases or contracts to lease the Property, or a portion thereof, to any tenant introduced to the Property by Broker or any affiliate of said tenant within _____ days after the expiration of the Authorization Period, then Owner shall pay the commission to Broker pursuant to the terms stated herein. This includes but is not limited to any introduction or exposure to Property by advertisements or postings appearing in any medium which originated as a result of listing the Property with Broker. Notwithstanding the above, in the event that the Property is leased to the prospective tenant by or through another licensed broker with whom Owner has signed an exclusive leasing/management agreement, then no commission shall be owed to Broker by virtue of this Agreement. The compensation obligations set forth herein shall survive the termination of this Agreement.

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

8. **Sale of Property.** If Owner sells Property to a tenant (or related person or entity of such tenant) obtained by Broker, either during the term of the lease or thereafter, Owner will pay Broker compensation of _____% of the price for which the Property is sold at closing. This obligation shall survive the expiration or termination of this Agreement.

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

10. **Limits on Owner's Responsibility.** It is understood that this Agreement in no way prohibits Owner from leasing the Property directly to a tenant obtained by Owner or anyone other than Broker. Owner retains the right to lease to any party not first contacted by the Broker. Owner also retains the right to list the Property for lease with any other broker or brokers.

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

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

EXCEPTIONS:

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

14. Types of Agency.

A. Definitions

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

148 **B. Seller's Authorizations:**

149 **1. Designated Agency**

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

172 **2. Landlord/Seller Agency**

- 173 ~~a. **Assignment of Designated Agent.** Owner hereby authorizes the Managing Broker to appoint the~~
174 ~~Listing Licensee as the Designated Agent for the Owner, to the exclusion of any other licensee associated~~
175 ~~with Broker in the event another licensee affiliated with the Broker represents the tenant. A Designated~~
176 ~~Agent for the Owner can and will continue to advocate Owner's interests in a transaction even if an~~
177 ~~Agent or Designated Agent for the tenant (other than the Listing Licensee) is also associated with Broker.~~
- 178 ~~b. **Default to Facilitator.** Owner hereby authorizes Broker and Listing Licensee to default to Facilitator~~
179 ~~status (representing the interests of neither the Owner nor the tenant) in any Property showings,~~
180 ~~negotiations, or transactions, in which the Broker may also have a representation agreement with the~~
181 ~~tenant who is also being assisted by the Listing Licensee. In such event, Agent shall immediately notify~~
182 ~~(verbally) both the Owner and the tenant of the need to default to this Facilitator status and notification~~
183 ~~shall be confirmed in writing prior to the execution of the contract. As a Facilitator, Broker and Broker's~~
184 ~~licensee may assist the parties and provide information in subsequent negotiations in that transaction.~~
- 185 ~~c. **Resumption of Agency Status.** In the event that the Broker and Listing Licensee default to a~~
186 ~~Facilitator status, this Facilitator status will only be temporary. The Facilitator status will only last until~~
187 ~~any transaction or contemplated transaction in which the parties are all assisted by the same Facilitator~~
188 ~~(either because the transaction is completed or the contemplated transaction between the parties is~~
189 ~~terminated or not accepted and no further negotiations occur between the parties). At that time, the~~
190 ~~Broker and Listing Licensee will immediately revert to Agent for the Owner status.~~

191 **15. Agency.** Pursuant to Broker policy, Broker shall practice _____

192 (Designated or Landlord/Seller Agency – choose one) in this transaction.

193 **16. Required State Law Disclosures.**

- 194 A. Broker agrees to keep confidential all information which Owner asks to be kept confidential by express request or
195 instruction unless the Owner permits such disclosure in writing, by Owner's subsequent work or conduct or such
196 disclosure is required by law or the Realtor® Code of Ethics.
- 197 B. Broker may not knowingly give customers false information.
- 198 C. In the event of a conflict between Broker's duty not to give customers false information and the duty to keep the
199 confidences of Owner, the duty not to give customers false information shall prevail.

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

17. Limits on Broker's Authority and Responsibility and Disclaimer. It is understood and agreed that the real estate firms and real estate licensee(s) representing or assisting Owner or the tenant are not parties to any lease agreement between Owner and the tenant and do not have or assume liability for the performance or nonperformance of Owner or tenant.

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

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

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

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

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

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.

Broker's address:

Email:

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

Version 01/01/2019

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

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

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

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

316
317 **BY: Broker or Licensee Authorized by Broker**

BROKER/FIRM

318 _____ at _____ o'clock ☐ am/ ☐ pm

319 **Date**

Address

320 _____

Phone: _____

Fax: _____

321 **Print/Type Name**

Email: _____

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

323
324 **OWNER/LESSOR**

OWNER/LESSOR

325 **By:** _____

By: _____

326 **Title:** _____

Title: _____

327 **Entity:** _____

Entity: _____

328 _____ at _____ o'clock ☐ am/ ☐ pm

_____ at _____ o'clock ☐ am/ ☐ pm

329 **Date**

Date

330 _____

Address

331 **Address**

332 **Phone:** _____ (H) _____ (Cell)

Phone: _____ (H) _____ (Cell)

333 _____ (W) **Email:** _____

_____ (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.

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



COMMERCIAL EXCLUSIVE BUYER / TENANT REPRESENTATION AGREEMENT

1 **FIRM:** _____

2 **ADDRESS OF COMPANY:** _____

3 **Buyer/Tenant ("Client"):** _____

4 For and in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and
5 sufficiency of which is hereby acknowledged, _____
6 as Client and _____ (firm) and its licensees (hereinafter
7 collectively referred to as "Firm") do hereby enter into this Agreement, this ____ day of _____.

8 **1. TERM.**

9 Client hereby grants to Firm the exclusive right and privilege as the Agent of the Client to locate property for Client's
10 purchase, lease, exchange, or option (collectively "Acquisition") during the term of this agreement and to advocate the
11 Client's best interests in the negotiation of terms and conditions of any such Acquisition. This Representation Agreement
12 ("Agreement") begins on this date and terminates at 11:59 p.m. local time on _____, _____ unless
13 otherwise extended by all parties.

14 **2. TYPE OF PROPERTY SOUGHT BY CLIENT.**

15 **A. General Description, Size and Location:** _____

16 _____

17 **B. Price Range & Terms:** _____

18 **C. Sources to be Searched for Property:** _____

19 _____

20 **D. Other Terms/Conditions:** _____

21 **E. Properties Specifically Exempted from this Agreement:** _____

22 _____

23 **3. CLIENT DUTIES.**

24 Client agrees:

25 **A.** To Acquire property exclusively through the Firm during the term of this Agreement;

26 **B.** To furnish Firm on a timely basis with any necessary personal and/or financial information to ensure Client's ability
27 to Acquire property;

28 **C.** That he/she is not under an exclusive right to buy/lease contract or exclusive buyer/tenant representation agreement
29 with any other firm or agent at this time;

30 **D.** That if Client utilizes the services of another real estate firm or deals solely with a Seller's/Landlord's Agent or the
31 Seller/Landlord directly at any time during the effective period of this Agreement and/or any extensions thereof and
32 then enters into an agreement with a Seller/Landlord to Acquire any property(ies) described above, the Client still
33 owes a commission to the Firm provided herein;

34 **E.** To authorize the Firm to negotiate for a fee paid by the Seller and/or the Seller's agent, the payment of which will be
35 fully disclosed to Client. If a fee is not offered or paid to the Firm, as could occur, for example, in the purchase of an
36 unlisted property, Client agrees to pay the Firm a total of \$ _____ or _____% compensation based
37 on the total sale price.

- F. To authorize the Firm to negotiate for a fee paid by the Landlord or the Landlord's agent, the payment of which will be fully disclosed to Client. If a fee is not offered or paid to Firm, Client agrees to pay the Firm the following compensation:

NOTICE: Real estate fees are not fixed by law. They are set by each broker individually and are negotiable between Client and Firm. The payment of any fee by Seller/Landlord will not make Firm either the Agent or Subagent of the Seller/Landlord.

- G. **Carry-Over Clause.** Should the Client 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 Client, directly or indirectly, during the term hereof, as extended, the Client agrees to pay the compensation as set forth above. This carry-over clause shall not apply if the Client is subject to a buyer's/tenant's representation agreement with another licensed real estate broker at the time of such contract.

- H. 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/Tenant.** The individual licensee that has been assigned by the Managing Broker and is working as an agent for the Buyer/Tenant 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/Landlord of a prospective property, the Designated Agent for the Buyer/Tenant will continue to work as an advocate for the best interests of the Buyer/Tenant. An agency relationship, by law, can only be established by a written agency agreement.
3. **Agent for the Buyer/Tenant.** The licensee's company is working as an agent for the Property Buyer/Tenant, owes primary loyalty to the Buyer/Tenant, and will work as an advocate of the best interests of the Buyer/Tenant. An agency relationship of this type cannot, by law, be established without a written buyer/tenant agency agreement.
4. **Facilitator/Transaction Broker (not an agent for either party).** The licensee is not working as an agent for either party in this consumer's prospective transaction. A Facilitator may advise either or both of the parties to a transaction but cannot be considered a representative or advocate of either party. By law, any licensee or company who has not entered into a written agency agreement with either party in the transaction is considered a Facilitator or Transaction Broker until such time as an agency agreement is established.
5. **Dual agency.** The licensee has agreements to provide services as an agent to more than one (1) party in a specific transaction and in which the interests of such parties are adverse. This agency status may only be employed upon full disclosure to each party and with each party's informed consent.

B. Client's Authorizations:

1. Designated Agency

- a. **Appointment of Designated Agent.** Client hereby authorizes Managing Broker to appoint the Selling Licensee as Designated Agent for the Client, to the exclusion of any other licensees associated with Firm. A Designated Agent for the Client can and will continue to advocate Client's interest in a transaction even if a Designated Agent for the Seller/Landlord (other than the licensee below) is also associated with Firm. The Managing Broker hereby appoints

_____ to be the Designated Agent to the Client in this transaction.

- b. **Appointment of Subsequent Designated Agent.** Client hereby authorizes the Managing Broker, if necessary, to appoint a licensee, other than the licensee named above, as Designated Agent for the Client, to the exclusion of any other licensees associated with Firm. This shall be accomplished through an amendment to this Agreement, if necessary.
- c. **Default to Facilitator in the event both parties are represented by the same Designated Agent.** The Designated Agent shall default to Facilitator status for all showings or transactions *involving the same Designated Agent for both the Seller/Landlord and Client*, immediately notifying (verbally) the Client and Seller/Landlord of the need to default to this Facilitator status to be confirmed in writing prior to the execution of the contract/lease. Upon any default to Facilitator status, the Designated Agent must assume a neutral position and will not be an advocate for either the Client or any prospective sellers/landlords.
- d. **Resumption of Agency Status.** In the event that the Designated Agent defaults to a Facilitator status, this Facilitator status will only be temporary. The Facilitator status will only last until any transaction or contemplated transaction in which the parties are all assisted by the same Facilitator is resolved (either because the transaction is closed or lease has expired/terminated 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 Client.

2. Buyer/Tenant Agency

- a. ~~Assignment of Designated Agent. Client hereby authorizes the Managing Broker to appoint the Selling Licensee as the Designated Agent for the Client, to the exclusion of any other licensee associated with Firm, in the event another licensee affiliated with the Firm represents the Seller/Landlord. A Designated Agent for the Client can and will continue to advocate Client's interests in a transaction even if an Agent or Designated Agent for the Seller/Landlord (other than the Selling Licensee) is also associated with Firm.~~
- b. **Default to Facilitator.** Client hereby authorizes Firm and Selling Licensee to default to Facilitator status (representing the interests of neither the Client nor the Seller/Landlord) in any Property showings, negotiations, or transactions, in which the Firm may also have a representation agreement with the Seller/Landlord who is also being assisted by the Selling Licensee. In such event, Agent shall immediately notify (verbally) both the Client and the Seller/Landlord 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, Firm and Firm's licensee may assist the parties and provide information in subsequent negotiations in that transaction.
- c. **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 lease has expired/terminated 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 Client.

C. Agent Disclosure.

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

During the effective period of this Agreement:

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

5. AGENCY.

Pursuant to Firm policy, Firm shall practice _____ (Designated Agency or Buyer/Tenant Agency - choose one) in this transaction.

6. EARNEST MONEY/TRUST MONEY.

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

7. LIMITATIONS ON FIRM'S AUTHORITY AND RESPONSIBILITY.

Client acknowledges and agrees that Firm: (a) may show the same properties to other prospective buyers/tenants; (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 insurability of the property or cost to insure the property; for the necessity or cost of any repairs to the property; for hazardous or toxic materials; for the availability and cost of utilities or community amenities; for any conditions existing off the property that may affect the property; for uses and zoning of the property, whether permitted or proposed; for applicable boundaries of school districts or other school information; for proposed or pending condemnation actions involving the property; for the appraised or future value of the property; for termites and wood-destroying organisms; for building products and construction techniques; for the tax or legal consequences of a contemplated transaction; or for matters relating to financing (Client acknowledges that Firm (including its broker and affiliated licensees) 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 Client. Client further acknowledges that he has not relied upon any advice, representations or statements of Firm (including its broker and affiliated licensees) and waives and shall not assert any claims against Firm (including its broker and affiliated licensees) involving same); (c) shall owe no duties to Client nor have any authority to act on behalf of Client other than what is set forth in this Agreement and those duties contained in the Tennessee Real Estate Broker License Act of 1973 and the Tennessee Real Estate Commission Rules, as amended; (d) and may make all disclosures required by law and the Realtor® Code of Ethics.

Client agrees to hold Firm (including its broker and affiliated licensees) harmless from any and all claims, causes of action, or damages (and shall indemnify the Firm (including its broker and affiliated licensees) therefore) arising out of or relating to: (a) Client providing Firm incomplete and/or inaccurate information; or (b) the handling of Earnest Money/Trust Money or security deposits by anyone other than Firm (if such Earnest Money/Trust Money or security deposits is entrusted to such person by Client).

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

8. EXTENSION.

If during the term of this Agreement, Client and a seller/landlord enter into a real estate sales contract which is not consummated for any reason whatsoever, then the original expiration date of this Agreement shall be extended for the number of days that the property was under contract.

9. REQUIRED STATE LAW DISCLOSURES.

(a) Firm agrees to keep confidential all information which Client asks to be kept confidential by express request or instruction unless the Client permits such disclosure in writing, by Client's subsequent work or conduct, or such disclosure is required by law or the Realtors®'s Code of Ethics.

(b) Firm may not knowingly give customers false information.

(c) In the event of a conflict between Firm's duty not to give customers false information and the duty to keep the confidence of a Client, the duty not to give customers false information shall prevail.

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

10. 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

191
192
193
194
195
196
197
198
199
200
201
202
203
204
205
206
207
208
209
210
211
212
213
214
215
216
217
218
219
220
221
222
223
224
225
226
227
228
229
230
231
232
233
234
235
236
237
238
239
240
241
242
243
244
245
246
247
248
249
250
251
252
253
254
255
256
257
258
259
260
261
262
263
264
265
266
267
268
269
270
271
272
273
274
275
276
277
278
279
280
281
282
283
284
285
286
287
288
289
290
291
292
293
294
295
296
297
298
299
300
301
302
303
304
305
306
307
308
309
310
311
312
313
314
315
316
317
318
319
320
321
322
323
324
325
326
327
328
329
330
331
332
333
334
335
336
337
338
339
340
341
342
343
344
345
346
347
348
349
350
351
352
353
354
355
356
357
358
359
360
361
362
363
364
365
366
367
368
369
370
371
372
373
374
375
376
377
378
379
380
381
382
383
384
385
386
387
388
389
390
391
392
393
394
395
396
397
398
399
400
401
402
403
404
405
406
407
408
409
410
411
412
413
414
415
416
417
418
419
420
421
422
423
424
425
426
427
428
429
430
431
432
433
434
435
436
437
438
439
440
441
442
443
444
445
446
447
448
449
450
451
452
453
454
455
456
457
458
459
460
461
462
463
464
465
466
467
468
469
470
471
472
473
474
475
476
477
478
479
480
481
482
483
484
485
486
487
488
489
490
491
492
493
494
495
496
497
498
499
500
501
502
503
504
505
506
507
508
509
510
511
512
513
514
515
516
517
518
519
520
521
522
523
524
525
526
527
528
529
530
531
532
533
534
535
536
537
538
539
540
541
542
543
544
545
546
547
548
549
550
551
552
553
554
555
556
557
558
559
560
561
562
563
564
565
566
567
568
569
570
571
572
573
574
575
576
577
578
579
580
581
582
583
584
585
586
587
588
589
590
591
592
593
594
595
596
597
598
599
600
601
602
603
604
605
606
607
608
609
610
611
612
613
614
615
616
617
618
619
620
621
622
623
624
625
626
627
628
629
630
631
632
633
634
635
636
637
638
639
640
641
642
643
644
645
646
647
648
649
650
651
652
653
654
655
656
657
658
659
660
661
662
663
664
665
666
667
668
669
670
671
672
673
674
675
676
677
678
679
680
681
682
683
684
685
686
687
688
689
690
691
692
693
694
695
696
697
698
699
700
701
702
703
704
705
706
707
708
709
710
711
712
713
714
715
716
717
718
719
720
721
722
723
724
725
726
727
728
729
730
731
732
733
734
735
736
737
738
739
740
741
742
743
744
745
746
747
748
749
750
751
752
753
754
755
756
757
758
759
760
761
762
763
764
765
766
767
768
769
770
771
772
773
774
775
776
777
778
779
780
781
782
783
784
785
786
787
788
789
790
791
792
793
794
795
796
797
798
799
800
801
802
803
804
805
806
807
808
809
810
811
812
813
814
815
816
817
818
819
820
821
822
823
824
825
826
827
828
829
830
831
832
833
834
835
836
837
838
839
840
841
842
843
844
845
846
847
848
849
850
851
852
853
854
855
856
857
858
859
860
861
862
863
864
865
866
867
868
869
870
871
872
873
874
875
876
877
878
879
880
881
882
883
884
885
886
887
888
889
890
891
892
893
894
895
896
897
898
899
900
901
902
903
904
905
906
907
908
909
910
911
912
913
914
915
916
917
918
919
920
921
922
923
924
925
926
927
928
929
930
931
932
933
934
935
936
937
938
939
940
941
942
943
944
945
946
947
948
949
950
951
952
953
954
955
956
957
958
959
960
961
962
963
964
965
966
967
968
969
970
971
972
973
974
975
976
977
978
979
980
981
982
983
984
985
986
987
988
989
990
991
992
993
994
995
996
997
998
999
1000
1001
1002
1003
1004
1005
1006
1007
1

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.

E. 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.

G. Party Information

Firm's address:

Fax # _____

Email: _____

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

DRAFT

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

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

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

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

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

248	BY: Broker or Licensee Authorized by Broker		BROKER/FIRM
249	_____ at _____ o'clock ☐ am/ ☐ pm		_____
250	Date	_____	Address
251	_____	_____	Phone: _____ Fax: _____
252	Print/Type Name	_____	Email: _____
253	_____	_____	_____

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

255	CLIENT		CLIENT	
256	By: _____	_____	By: _____	_____
257	Title: _____	_____	Title: _____	_____
258	Entity: _____	_____	Entity: _____	_____
259	_____	_____	_____	_____
260	Print/Type Name	_____	Print/Type Name	_____
261	_____ at _____ o'clock ☐ am/ ☐ pm	_____	_____ at _____ o'clock ☐ am/ ☐ pm	_____
262	Date	_____	Date	_____
263	_____	_____	_____	_____
264	Address	_____	Address	_____
265	Phone: _____ (H) _____ (Cell)	_____	Phone: _____ (H) _____ (Cell)	_____
266	_____ (W) Email: _____	_____	_____ (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.

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



COMMERCIAL 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

_____ ("Buyer") agrees to buy and
the undersigned seller _____ ("Seller")

agrees to sell all that tract or parcel of land, with such improvements as are located thereon, described as follows:

All that tract of land known as:

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

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

2. **Purchase Price.** The purchase price to be paid is: \$ _____,
_____ U.S. Dollars, ("Purchase Price"), and is
subject to all prorations and adjustments and shall be paid by Buyer at the Closing by cash, a Federal Reserve Bank wire transfer of immediately available funds, cashier's check or certified check.

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

- ☐ for entire Property as a tract, and not by the acre OR
- ☐ 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
- ☐ 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.

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

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

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

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

B. **Disputes Regarding Earnest Money/Trust Money.** In the event Buyer or Seller notifies Holder of a dispute regarding disposition of Earnest Money/Trust Money that Holder cannot resolve, Buyer and Seller agree to interplead

Earnest Money/Trust Money into a court of competent jurisdiction. Holder shall be reimbursed for, and may deduct from, any funds interpleaded, its costs and expenses, including reasonable attorney's fees. The prevailing party in the interpleader action shall be entitled to collect from the other party the costs and expenses reimbursed to Holder, and upon payment of such funds into the court clerk's office, Holder shall be released from all further liability in connection with the funds delivered.

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

□ **A. 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 the 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/ Trust Money to Buyer. If Buyer fails to provide said report and notice, then this contingency shall be deemed to have been waived by Buyer.

□ **B. 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/ Trust Money refunded. If Buyer fails to provide said notice, this contingency shall be deemed to have been waived by Buyer.

□ **C. 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/ Trust Money to Buyer. If Buyer fails to provide said documentation and notice, then this contingency shall be deemed to have been waived by Buyer.

□ **D. Other Inspections.** See Special Stipulations for additional inspections required by Buyer.

5. **Title.**

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

(1) Liens for ad valorem taxes not yet due and payable.

(2) Those exceptions to which Buyer does not object or which Buyer waives in accordance with the Title Issues and Objections section below. "Good and marketable, fee simple title" with respect to the Property shall be such title:

(a) as is classified as "marketable" under the laws of Tennessee; and

(b) as is acceptable to and insurable by a title company doing business in Tennessee ("Title Company"), at

standard rates on an American Land Title Association Owner's Policy ("Title Policy").

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

6. Closing.

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

B. Possession. Seller shall deliver possession and occupancy of the Property to Buyer at Closing, subject only to the rights of tenants in possession and the Permitted Exceptions.

7. Seller's Obligations at Closing. At Closing, Seller shall deliver to Buyer:

(a) a Closing Statement;

(b) deed (mark the appropriate deed below)

☐ General Warranty Deed

☐ Special Warranty Deed

☐ Quit Claim Deed

☐ Other: _____

(c) all documents which Seller must execute under the terms of this Agreement to cause the Title Company to deliver to Buyer the Title Policy including, without limitation, a title affidavit from Seller to Buyer and to the Title Company in the form customarily used in Tennessee commercial real estate transactions so as to enable the Title Company to issue Buyer the Title Policy with all standard exceptions deleted and subject only to Permitted Exceptions; and

(d) evidence reasonably satisfactory to Buyer at Closing of all documents/items indicated in Exhibit "C", if any (all documents to be delivered by Seller under this section, including all documents/items indicated in Exhibit "C" are collectively "Seller's Closing Documents").

8. Conditions to Closing.

9. Costs.

A. Seller's Costs. Seller shall pay all existing loans and/or liens affecting the Property; the cost of recording any title curative documents, including without limitation, satisfactions of deeds to secure debt, quitclaim deeds and financing statement termination; any accrued and/or outstanding association dues or fees; fee (if any) to obtain lien payoff/estoppel letters/statement of accounts from any and all associations, property management companies,

mortgage holders or other liens affecting the Property; all deed recording fees; the fees of Seller's counsel and, if checked, ☐ all transfer taxes, otherwise Buyer is responsible for transfer taxes.

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.*

B. Buyer's Costs. Buyer shall pay the cost of Buyer's counsel and consultants; any costs in connection with Buyer's inspection of the Property and any costs associated with obtaining financing for the acquisition of the Property (including any intangibles tax, all deed recording fees and the cost of recording Buyer's loan documents.)

C. Additional Costs. In addition to the costs identified above, the following costs shall be paid by the parties hereto as indicated below:

<u>Item to be Paid</u>	<u>Paid by Seller</u>	<u>Paid by Buyer</u>
Survey	<input type="checkbox"/>	<input type="checkbox"/>
Title Examination	<input type="checkbox"/>	<input type="checkbox"/>
Premium for Standard Owner's Title Insurance Policy	<input type="checkbox"/>	<input type="checkbox"/>
Other: _____	<input type="checkbox"/>	<input type="checkbox"/>
Other: _____	<input type="checkbox"/>	<input type="checkbox"/>
Other: _____	<input type="checkbox"/>	<input type="checkbox"/>

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

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

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

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

12. Representations and Warranties.

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

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

203 12. **13. Disclaimer.** It is understood and agreed that the real estate firms and real estate licensee(s) representing or assisting
204 Seller and/or Buyer and their brokers (collectively referred to as "Brokers") are not parties to this Agreement and do not
205 have or assume liability for the performance or nonperformance of Seller or Buyer. Buyer and Seller agree that Brokers
206 shall not be responsible for any of the following, including but not limited to, those matters which could have been revealed
207 through a survey, flood certification, title search or inspection of the Property; the insurability of the Property or cost to
208 insure the Property; for the condition of the Property, any portion thereof, or any item therein; for building products and
209 construction techniques; for any geological issues present on the Property; for any issues arising out of the failure to
210 physically inspect the Property prior to entering into this Agreement and/or Closing; for the necessity or cost of any repairs
211 to the Property; for hazardous or toxic materials; for the tax or legal consequences of this transaction; for the availability,
212 capability, and/or cost of utility, sewer, septic, or community amenities; for any proposed or pending condemnation actions
213 involving the Property; for acreage or square footage; for applicable boundaries of school districts or other school
214 information; for the appraised or future value of the Property; for any condition(s) existing off the Property which may
215 affect the Property; for the terms, conditions, and availability of financing; and for the uses and zoning of the Property
216 whether permitted or proposed. Buyer and Seller acknowledge that Brokers are not experts with respect to the above
217 matters and that they have not relied upon any advice, representations or statements of Brokers (including their firms and
218 affiliated licensees) and waive and shall not assert any claims against Brokers (including their firms and affiliated licensees)
219 involving same. Buyer and Seller understand that it has been strongly recommended that if any of these or any other
220 matters concerning the Property are of concern to them, that they secure the services of appropriately credentialed experts
221 and professionals of Buyer's or Seller's choice for the independent expert advice and counsel relative thereto.

222 **13. 14. Agency and Brokerage.**

223 **A. Agency.**

- 224 (1) In this Agreement, the term "Broker" shall mean a licensed Tennessee real estate broker or brokerage firm and,
225 where the context would indicate, the Broker's affiliated licensees. No Broker in this transaction shall owe any
226 duty to Buyer or Seller greater than what is set forth in their brokerage engagements, the Tennessee Real Estate
227 Broker License Act of 1973, as amended, and the Tennessee Real Estate Commission rules and regulations.
- 228 (2) A Designated Agent is one who has been assigned by his/her Managing Broker and is working as an agent for the
229 Seller or Buyer in a prospective transaction, to the exclusion of all other licensees in his/her company.
- 230 (3) An Agent for the Seller or Buyer is a type of agency in which the licensee's company is working as an agent for
231 the Seller or Buyer and owes primary loyalty to that Seller or Buyer.
- 232 (4) A Facilitator relationship occurs when the licensee is not working as an agent for either party in this consumer's
233 prospective transaction. A Facilitator may advise either or both of the parties to a transaction but cannot be
234 considered a representative or advocate for either party. "Transaction Broker" may be used synonymously with,
235 or in lieu of, "Facilitator" as used in any disclosures, forms or agreements. [By law, any licensee or company who
236 has not entered into a written agency agreement with either party in the transaction is considered a Facilitator or
237 Transaction Broker until such time as an agency agreement is established.]
- 238 (5) A dual agency situation arises when an agent (in the case of designated agency) or a real estate firm (wherein the
239 entire real estate firm represents the client) represents both the Buyer and Seller.
- 240 (6) If one of the parties is not represented by a Broker, that party is solely responsible for their own interests, and that
241 Broker's role is limited to performing ministerial acts for the unrepresented party.

242 **B. Agency Disclosure.**

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

☐ a dual agent.

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

1. In serving as a dual agent the Broker is representing two clients whose interests are, or at times could be, different or even adverse.
2. The Broker will disclose all adverse, material facts relevant to the transaction, and actually known to the dual agent, to all parties in the transaction except for information made confidential by request or instructions from another client which is not otherwise required to be disclosed by law.
3. The Buyer and Seller do not have to consent to dual agency, and
4. The consent of the Buyer and Seller to dual agency has been given voluntarily and the parties have read and understand their brokerage engagement agreements.
5. Notwithstanding any provision to the contrary contained herein, Seller and Buyer each hereby direct Broker, if acting as a dual agent, to keep confidential and not reveal to the other party any information which could materially and adversely affect their negotiating position unless otherwise prohibited by law.

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

Seller Initials _____ Buyer Initials _____

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

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

15. **16. Other Provisions.**

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

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

Exhibit "D" shall survive the Closing for a period of _____ after the date of Closing.

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

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

E. **Terminology.** As the context may require in this Agreement: (1) the singular shall mean the plural and vice versa; (2) all pronouns shall mean and include the person, entity, firm or corporation to which they relate; (3) the masculine shall mean the feminine and vice versa; and (4) the term day(s) used throughout this Agreement shall be deemed to be calendar day(s) ending at 11:59 p.m. local time unless otherwise specified in this Agreement. Local time shall be determined by the location of Property. **In the event a performance deadline**, other than the Closing Date (as defined ~~in section 4~~ herein), Date of Possession (as defined ~~in section 4~~ herein), and Offer Expiration Date (as defined ~~in section 16~~ herein), occurs on a Saturday, Sunday or legal holiday, the performance deadline shall extend to the next following business day. Holidays as used herein are those days deemed federal holidays pursuant to 5 U.S.C. § 6103. In calculating any time period under this Agreement, the commencement 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. **Remedies.** In the event of a breach of this Agreement, the non-breaching party may pursue all remedies available at law or in equity except where the parties have agreed to arbitrate. Notwithstanding the above, if Buyer breaches Buyer's obligations or warranties herein Seller shall have the option to request that Holder pay the Earnest Money/Trust Money to Seller, which if disbursed to Seller by Holder shall constitute liquidated damages in full settlement of all claims by Seller. Such liquidated damages are agreed to by the parties not to be a penalty and to be a good faith estimate of Seller's actual damages, which damages are difficult to ascertain. 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. 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.

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

J. **Termination by Buyer.** In the event that Buyer legally and properly invokes his right to terminate this Agreement under any of the provisions contained herein, Buyer shall pay the sum of one hundred dollars (\$100.00) to Seller as consideration for Buyer's said right to terminate, the sufficiency and adequacy of which is hereby acknowledged. Earnest Money/Trust Money shall be disbursed according to the terms stated herein.

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

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.

~~16.~~ **17. Method of Execution.** The parties agree that signatures and initials transmitted by facsimile, other photocopy transmittal, or by transmittal of digital signature as defined by the applicable State or Federal law will be acceptable and may be treated as originals and that the final 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.

~~17.~~ **18. Exhibits and Addenda.** All exhibits and/or addenda attached hereto, listed below, or referenced herein are made a part of this Agreement. If any such exhibit or addendum conflicts with any preceding section, said exhibit or addendum shall control:

- ☐ Exhibit "A" Legal Description
☐ Exhibit "B" Due Diligence Documents
☐ Exhibit "C" Addition to Seller's Closing Documents
☐ Exhibit "D" Seller's Warranties and Representations

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

☐ (Mark box if additional pages are attached.)

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

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

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

Buyer hereby makes this offer.

BUYER

By: _____

Title: _____

Entity: _____

_____ at _____ o'clock ☐ am/ ☐ pm

Offer Date

BUYER

By: _____

Title: _____

Entity: _____

_____ at _____ o'clock ☐ am/ ☐ pm

Offer Date

Seller hereby:

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

SELLER

By: _____

Title: _____

Entity: _____

_____ at _____ o'clock ☐ am/ ☐ pm

Date

SELLER

By: _____

Title: _____

Entity: _____

_____ at _____ o'clock ☐ am/ ☐ pm

Date

409 **Acknowledgement of Receipt.** _____ hereby acknowledges receipt of the final accepted offer
410 on _____ at _____ o'clock ☐ am/ ☐ pm, and this shall be referred to as the Binding Agreement Date for
411 purposes of establishing performance deadlines as set forth in the Agreement.
412

413 **For Information Purposes Only:**

414 Listing Company: _____

Selling Company: _____

415 Independent Licensee: _____

Independent Licensee: _____

416 Licensee Email: _____

Licensee Email: _____
417

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.