

Changes to Tennessee REALTORS® Forms (2020 to 2021)

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:

~~1/01/2020~~ 1/01/2021 (located on the right-hand side of the footer on every page)

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

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

RESIDENTIAL FORMS

NEW FORMS:

RF309 COVID-19 RELEASE (released in April 2020)

RF422 RESIDENTIAL LEASE AGREEMENT FOR SINGLE-FAMILY DWELLING (BROKER ACTING AS PROPERTY MANAGER)

RF634 INVESTMENT PROPERTY ADDENDUM

RF679 COVID-19 AMENDMENT/ADDENDUM (released in March 2020)

Edits:

RF101 Exclusive Right to Sell Listing Agreement (Designated Agency)

RF102 Exclusive Right to Sell Listing Agreement (Seller Agency)

Line 36-46

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

RF132 Lot/Land Exclusive Right to Sell Listing Agreement (Seller Agency)

Line 30-41

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

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

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

OR

on the _____ day of _____, 20____.

Carry-Over Clause. Should the Seller contract to sell or exchange, or contract to lease the Property within _____ days after the **Listing Expiration Date** of this Agreement to any Buyer/Tenant (or anyone acting on Buyer's/Tenant's

RF141 Exclusive Buyer Representation Agreement (Designated Agency)

RF142 Exclusive Buyer Representation Agreement (Buyer Agency)

RF143 Non-Exclusive Buyer Representation Agreement (Designated Agency)

RF144 Non-Exclusive Buyer Representation Agreement (Buyer Agency)

Line 4-16

1. TERM.

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

RF151 Listing/Agency Mutual Release Agreement

Line 5-7

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

RF161 Agreement to Show Property

Line 1-5

1. Permission to Show Property. In consideration of the services and efforts of _____, a licensed real estate firm (hereinafter “Broker”), the undersigned seller (hereinafter “Seller”) ~~enters into this Agreement with Broker on~~ _____, 20____ (“Effective Date”) ~~hereby grants to granting~~ Broker the right and privilege to show and offer for sale to _____

Line 34-36

6. Audio/Video Recording. 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.

RF171 Exclusive Property Management Agreement

RF172 Exclusive Right to Market For Lease Agreement (Not a Property Management Agreement)

Line 1-6

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 _____ (“Effective Date”).

RF201 Tennessee Residential Property Condition Disclosure

Line 99

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

Line 125

Most recent survey of the property: _____ (Date) (check here if unknown)

RF203 TENNESSEE RESIDENTIAL PROPERTY CONDITION EXEMPTION

RF204 TENNESSEE RESIDENTIAL PROPERTY CONDITION STATEMENT

Line 2

Buyer:

RF203 TENNESSEE RESIDENTIAL PROPERTY CONDITION EXEMPTION

RF204 TENNESSEE RESIDENTIAL PROPERTY CONDITION STATEMENT

RF205 TENNESSEE RESIDENTIAL PROPERTY DISCLOSURE (For Exempt Properties and Residential Property Disclaimers)

Lines 100-127

CHECK ALL THAT APPLY:

~~YES NO UNKNOWN~~

- ~~1. Seller knows of the presence of an exterior injection well on the Property.~~
- ~~2. Seller knows that a single family residence located on Property has been moved from an existing foundation to another foundation.~~
- ~~3. Seller knows of a percolation test(s) that has been performed on the Property that is determined or accepted by the Tennessee Department of Environment and Conservation. If yes, results of test(s) are attached.~~
- ~~4. Seller knows of soil absorption rate(s) that has been performed on the property that is determined or accepted by the Tennessee Department of Environment and Conservation. If yes, results of rate(s) are attached.~~
- ~~5. Seller knows of a sinkhole(s) 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."~~
- ~~6. This Property is located in a Planned Unit Development. Planned Unit Development is defined pursuant to Tenn. Code Ann. § 66-5-213 as "an area of land, controlled by one (1) or more landowners, to be developed under unified control or unified plan of development for a number of dwelling units, commercial, educational, recreational or industrial uses, or any combination of the foregoing, the plan for which does not correspond in lot size, bulk or type of use, density, lot coverage, open space, or other restrictions to the existing land use regulations." Upon request, Seller shall provide to buyers copies of the development's restrictive covenants, homeowner bylaws and master deed. Unknown is not an appropriate response under the statute.~~
- ~~7. A permit for a subsurface sewage disposal system for the Property was issued during a sewer moratorium pursuant to Tenn. Code Ann. § 68-221-409. If yes, Buyer may have a future obligation to connect to the public sewer system.~~

ARE YOU (SELLER) AWARE OF ANY OF THE FOLLOWING:

	YES	NO	UNKNOWN
1. Is there an exterior injection well anywhere on the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Is seller aware of any percolation tests or soil absorption rates being performed on the property that are determined or accepted by the Tennessee Department of Environment and Conservation? If yes, results of test(s) and/or rate(s) are attached.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Has any residence on this property ever been moved from its original foundation to another foundation?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Is this property in a Planned Unit Development? Planned Unit Development is defined pursuant to Tenn. Code Ann. § 66-5-213 as "an area of land, controlled by one (1) or more landowners, to be developed under unified control or unified plan of development for a number of dwelling units, commercial, educational, recreational or industrial uses, or any combination of the foregoing, the plan for which does not correspond in lot size, bulk or type of use, density, lot coverage, open space, or other restrictions to the existing land use regulations." Unknown is not a permissible answer under the statute.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Is a sinkhole present on the property? A sinkhole is defined pursuant to Tenn.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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."

6. Was a permit for a subsurface sewage disposal system for the Property issued during a sewer moratorium pursuant to Tenn. Code Ann. § 68-221-409? If yes, Buyer may have a future obligation to connect to the public sewer system.

RF301 Working With A Real Estate Professional

Line 41-47

Responsibilities of Sellers and Buyers regarding presence of Recording Devices:

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.

Buyer is advised 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.

RF304 Disclaimer Notice

Line 1-2

The Brokers and their affiliated licensees (hereinafter collectively "Licensees") ~~are not attorneys and are not structural or environmental engineers.~~ They are engaged in bringing together buyers and sellers in real estate

Line 37-38

6. SQUARE FOOTAGE. ~~There are many ways of measuring square footage.~~ There are multiple sources from which square footage of a property may be obtained.

Line 47-51

- 8. BOUNDARY LINES, EASEMENTS, ENCROACHMENTS, ROAD MAINTENANCE, AND ACREAGE.** A survey can provide helpful information, including whether the road to the home is a public or private road. It is strongly advised that you secure the services of a licensed surveyor for a full-stake boundary survey with all boundary lines, easements, encroachments, flood zones, road information, total acreage, etc., clearly identified.

Line 100-104

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

Line 105-108

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

Line 109-111

The Buyer/Seller acknowledges that they have not relied upon the advice, casual comments, media representations or verbal representations of any real estate licensee relative to any of the matters itemized above or similar matters.

RF401 Purchase and Sale Agreement

Line 12-22

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; ~~and all available keys, key fobs, access codes, master codes or other methods necessary for access to the Property, including mailboxes and/or amenities.~~

Line 107-115

if the appraised value of the Property does not equal or exceed the Purchase Price, Buyer shall promptly notify the Seller via the ~~notification~~ Notification form or equivalent written ~~equivalent~~ notice. Buyer shall then have three (3) days to either:

1. waive the appraisal contingency via the ~~notification~~ Notification form or equivalent written notice
OR
2. terminate the agreement by giving notice to seller via the ~~notification~~ 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 contingency or terminate the agreement as set forth above, this contingency shall be deemed satisfied.

Line 290-291

for repair of damage, if any, should be addressed in the Buyer's request for repairs pursuant to Subsection ~~8~~ 7.D., Buyer's Inspection and Resolution below.

Line 294

Destroying Insect Infestation Inspection Report **AND** shall provide written notice of such to Seller as described below

Line 307-315

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

- a. Resolution Period. Seller and Buyer shall then have a period of _____ days following receipt of the above stated written list ("Resolution Period") to reach a mutual agreement as to the items to be repaired or replaced with like quality or value by Seller, which shall be evidenced by the Repair / Replacement Amendment or written equivalent(s).
~~The receipt by Seller of the above stated written list or Repair/Replacement Proposal marks the end of the Inspection Period and beginning of the Resolution Period.~~

Line 368-371

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

Line 453-462

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; ~~(e) 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; ~~and~~ (f) if a permit for a subsurface sewage disposal system for the Property was issued during a sewer moratorium pursuant to TCA § 68-221-409. If so, Buyer may have a future obligation to connect to the public sewer system.

Licensee Cellphone No.: _____ Licensee Cellphone No.: _____
Home Owner's / Condominium Association ("HOA/COA") / Property Management Company: _____

HOA / COA Phone: _____ HOA/COA Email: _____
Property Management Company: _____
Phone: _____ Email: _____

RF403 New Construction Purchase and Sale Agreement

Line 41-49

Buyer shall promptly notify the Seller via the ~~notification~~ Notification form or equivalent written ~~equivalent~~ notice. Buyer shall then have 3 days to either:

1. waive the appraisal contingency via the ~~notification~~ Notification form or equivalent written notice **OR**
2. terminate the agreement by giving notice to seller via the ~~notification~~ 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 contingency or terminate the agreement as set forth above, this contingency is deemed satisfied.

Line 257

Seller shall notify Buyer of any such delays via the Notification Form or equivalent written notice.

Line 275-277

Buyer shall submit a written report listing matters which Buyer reasonably deems to be incomplete, defective, or in need of cosmetic repair herein named the "Punch List".

Line 312-314

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.

Line 333-335

The receipt by Seller of the above stated written list or New Construction Inspection/Punch List. Amendment marks the end of the Inspection Period and beginning of the Resolution Period.

Line 379-389

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; (e) ~~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; and (f) if a permit for a subsurface sewage disposal system for the Property was issued during a sewer moratorium pursuant to TCA § 68-221-409. If so, Buyer may have a future obligation to connect to the public sewer system.

Line 428-431

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

Last page of RF403

Licensee Cellphone No.: _____ Licensee Cellphone No.: _____
Home Owner's / Condominium Association ("HOA/COA") / Property Management Company: _____

HOA / COA Phone: _____ HOA/COA Email: _____
Property Management Company: _____
Phone: _____ Email: _____

RF404 Lot/Land Purchase and Sale Agreement

Line 46-54

Buyer shall promptly notify the Seller via the ~~notification~~ Notification form or equivalent written ~~equivalent~~ notice. Buyer shall then have 3 days to either:

- 1. waive the appraisal contingency via the ~~notification~~ Notification form or equivalent written notice
- OR**
- 2. terminate the agreement by giving notice to seller via the ~~notification~~ 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 contingency or terminate the agreement as set forth above, this contingency is deemed satisfied.

Line 353

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

Last page on RF404

Licensee Cellphone No.: _____ Licensee Cellphone No.: _____

Home Owner's / Condominium Association ("HOA/COA") / Property Management Company:

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

~~Property Management Company: _____~~

Phone: _____ Email: _____

RF421 Residential Lease Agreement for Single Family Dwelling

Line 12-15

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

Line 25-35

(inclusive of wall mount and TV brackets but excluding flat screen TVs); antennae and satellite dishes (excluding components); ~~and~~ central vacuum systems and attachments; and all available keys, key fobs, access codes or other methods necessary for access to the Property, including mailboxes and/or amenities.

~~B. Other items that REMAIN with the Leased Property at no additional cost to Tenant:~~

~~C. Items that WILL NOT REMAIN with the Leased Property:~~

Line 58

the Grace Period shall end at 5:00 PM local time the following business day.

Line 79-80

~~Landlord may also apply the Security Deposit toward any unpaid Rent if Tenant vacates the Leased Property with Rent still due and owing Landlord.~~

Line 130-133

If Tenant vacates the Leased Property with unpaid Rent or other amounts due to Landlord, Landlord may remove the Security Deposit and apply it toward the unpaid debt. If Tenant vacates the Leased Property not owing any Rent monies and a refund is due, Landlord shall send notice to the last known or reasonably determinable address of the amount of said refund to Tenant.

Line 175-177

Tenant shall maintain adequate insurance for their personal property and liability insurance in the amount of \$ _____ during the Lease Term and any extensions thereof and shall demonstrate as such to Landlord upon request.

Line 179-180

Tenant shall provide written notice to Landlord no later than ~~thirty (30)~~ _____ days prior to the end of the Lease Term as to Tenant's intent to renew or terminate this Lease at the end of the Lease Term.

Line 394-399

~~22. PROPERTY MANAGEMENT COMPANY.~~

~~_____ The property management company, if any, of the Leased Property is as follows:~~

~~_____ Company: _____
_____ Manager: _____
_____ Address: _____
_____ Telephone Number: _____ Email: _____~~

Line 412-413

Both Landlord and Tenant understand and agree that neither Broker nor licensee for either party is acting in the capacity of a property manager in this transaction unless otherwise stated herein.

RF505 Pre-Construction Specifications

Line 44

A. MASTER BEDROOM 1

Line 52

Sitting room _____

Line 54-64

~~**B. MASTER SITTING ROOM**~~

- ~~With ceiling fan _____~~
- ~~With tray ceiling _____~~
- ~~With vaulted ceiling _____~~
- ~~On first floor _____~~
- ~~Other _____~~

~~**C. SECOND MASTER B. BEDROOM 2 (in addition to the first one described)**~~

- ~~On second floor _____~~
- ~~On first floor _____~~
- ~~Other _____~~

~~**D. GUEST C. BEDROOM 3**~~

Line 78

A. MASTER BATH 1

Line 83-84

- With his/her dual vanities _____
- With his/her walk-in closets _____

Line 90-92

~~**B. SECOND MASTER BATH 2**~~

- List items to be included (see 9A, above) _____

RF601 Amendment to the Listing Agreement

Line 4-7

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~~ ~~between Seller and Broker with an Effective Date of~~ _____ and any incorporated addenda, exhibits or prior amendments (collectively referred to herein as "Agreement") for the listing of real property specified above as follows:

RF602 Short Sale Amendment to the Listing Agreement

Line 4-9

This SHORT SALE AMENDMENT TO THE LISTING AGREEMENT (hereinafter "Amendment"), between the undersigned Seller and Broker is entered into and is effective as of the undersigned date for the purpose of amending that certain Listing Agreement ~~entered into on~~ ~~with an Effective Date of~~ _____, and any incorporated addenda, exhibits or prior amendments (collectively referred to herein as "Agreement"). In consideration of the mutual covenants herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to amend the Agreement as follows:

RF623 Buyer's First Right of Refusal Addendum

Line 15-23

in that market) within _____ day(s) ~~five (5) days~~ of the Binding Agreement Date of the Purchase and Sale Agreement. ~~Within the agreed upon timeframe, Buyer shall submit proof of listing to Seller via the Notification form or equivalent written notice. Should Buyer fail to timely comply and provide written notice, 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 one (1) day after such demand for compliance, Buyer shall be considered 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 proof of listing to Seller 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.~~

RF625 VA/FHA Loan Addendum

Line 21-22

3. **HOME INSPECTION.** It is important for Buyer to have a home inspection performed on the Property he wishes to purchase in order to identify any possible defects. ~~Names of home inspection companies can be found in the yellow pages of the local telephone directory under the heading "Home Inspection Services."~~

RF631 TENANT INFORMATION

Addendum Application for Residential Lease Agreement for Single-Family Dwelling

Lines 2-6

~~This Addendum application for Residential Lease Agreement for Single-Family Dwelling hereinafter ("Addendum"), between the undersigned Landlord and Tenant is entered into and is effective as of the Binding Agreement Date provided in the Residential Lease Agreement for the purpose of changing, deleting, supplementing or adding terms to said Residential Lease Agreement. In consideration of mutual covenants herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties supply information and agree as follows:~~

Lines 41-49

~~This Addendum is made a part of the Residential Lease Agreement for Single-Family Dwelling as if quoted therein verbatim. Should the terms of this Addendum conflict with the terms of the Residential Lease Agreement for Single-Family Dwelling or other documents executed prior to or simultaneous to the execution of this Addendum, the terms of this Addendum shall control, and the conflicting terms are hereby considered deleted and expressly waived by both Landlord and Tenant. In all other respects, the Residential Lease Agreement shall remain in full force and effect.~~

I DECLARE THAT THE FOREGOING INFORMATION IS TRUE AND CORRECT, AUTHORIZE ITS VERIFICATION AND THE OBTAINING OF A CONSUMER CREDIT REPORT. ~~I agree that Landlord may terminate any agreement entered into in reliance on any misstatement above.~~ I acknowledge and understand that the above information is deemed "material" by the Landlord; Landlord will rely on said information when determining whether to enter into a lease agreement.

RF633 Addendum

Line 6-10

This ADDENDUM between the undersigned parties is entered into and is effective as of the Date provided in the _____ Agreement ~~dated~~ with an Effective Date or Binding Agreement Date of _____ 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:

RF641 Amendment to the Buyer's Representation Agreement

Line 2-6

Date of Buyer's Representation Agreement: _____

In consideration of the mutual covenants herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to amend that certain Buyer's Representation Agreement ~~which was signed by the~~ between Buyer and Broker ~~on~~ with an Effective Date of _____ and any incorporated addenda, exhibits or prior amendments (collectively referred to herein as "Agreement") as follows:

RF656 Notification

Line 21

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

Line 63-65

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

Line 111-117

31. Pursuant to Buyer's First Right of Refusal Addendum, this is Seller's written demand for proof Buyer has listed their home with a licensed real estate broker and home is advertised in a Multiple Listing Service, where applicable.

32. Pursuant to Buyer's First Right of Refusal Addendum, Seller has made written demand for Buyer to provide proof Buyer has listed their home with a licensed real estate broker and advertised the home in a Multiple Listing Service, where applicable. However, Buyer failed to do so within one (1) day. Seller is hereby exercising his right to terminate this Agreement.

Line 121-123

34. For new construction only, Seller hereby notifies Buyer of a delay caused by _____ as provided for in the Delays Section of the New Construction Purchase and Sale Agreement.

RF663 Multiple Offer Disclosure Notification

Line 1-9

This Multiple Offer Disclosure and Notification ("Notification") is hereby intended to notify _____ (Interested Buyer) that there have been multiple offers on Seller hereby gives Notice to any Buyer that has submitted a Purchase and Sale Offer or Counter-Offer for the purchase of the property located at: _____ (Address)

_____ (City), Tennessee _____ (Zip) ("Property") as of the date and time of this notification as follows:

~~The Seller hereby gives Buyer notice as follows:~~

1. Interested Buyer is hereby notified that Seller has received multiple offers on the Property.
2. Any Counter Offer previously submitted by Seller is hereby **WITHDRAWN**.

RF665 Amendment

Line 6-9

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 _____ Agreement with the ~~the Date~~ **an Effective Date or Binding Agreement Date** _____ and any incorporated addenda, exhibits or prior amendments (collectively referred to herein as "Agreement") as follows:

RF672 Amendment ___ to the Exclusive Right to Market for Lease or Exclusive Property Management Agreement

Line 4-8

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~~ _____ **Agreement with an Effective Date of** _____. 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:

RF707 Additional Contract Language

Line 188-190

RENTAL LEASES AND REVIEW

This agreement is contingent upon Buyer's receipt, review, inspection, and satisfactory approval of all existing leases, **and** security deposits, ~~and rental applications~~.

Line 261

20. OFFICE EXCLUSIVE LISTING.

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

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

RF708 Purchase and Sale Agreement Timeline Checklist

Line 7-12

Binding Agreement Date: (BAD) _____ ~~Scheduled Closing Date:~~ _____ Purchase Price _____

Closing Date: _____ Contract sent to Closing Agency Time Scheduled _____

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

EARNEST MONEY/TRUST MONEY

_____ Deposited _____ days after BAD.

Holder of Earnest Money/Trust Money: _____

RF709 Request for Condominium Association Information

Line 77-83

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

SELLER

SELLER

Print/Type Name

Print/Type Name

_____ at _____ o'clock am/ pm

_____ at _____ o'clock am/ pm

Date

Date

RF712 Importance of Inspections and Property Survey

Line 22-31

II. PROPERTY SURVEY

1. **WHY A BUYER NEEDS A SURVEY.** A survey gives the Buyer specific information concerning the boundary lines of the property prior to purchase. A licensed surveyor can provide the following services which may be beneficial to you as a buyer in this transaction:
 - a. To establish boundary lines on a parcel of land at the time of subdividing the property;
 - b. Properly representing boundary lines as part of a General Property Survey;
 - c. Identify potential issues associated with a piece of property in the form of encroachments, setback violations, easements, etc.; ~~and~~
 - d. Prepare an accurate property description which will become part of the deed of transfer; **and**
 - e. **Identify whether roads are public or private.**