

Line 11: FIXTURE:
M-method of attachment
A-agreement between the properties
R-relationship of the parties
I-intention of the parties
A-adaption of the article to the real property

Line 11: IMPROVEMENT: any structure adding to or benefiting the land

Line 11: APPURTENANCE: an incidental right attached to a principal property right. Goes with the land.

BEST PRACTICE: Agency should already have been discussed and your agency status determined; Buyer(s) should be ready to give you earnest/trust money; Buyer(s) should have seen and signed Property Condition Disclosure(PCD); Buyer(s) should have received all RF711 Vendor Lists from you.

**REMEMBER - Statute of Frauds.

****ALL ANNOTATIONS/NOTES ARE COPYRIGHT BY/OF SUSAN BARNETTE.**

PURCHASE AND SALE AGREEMENT

****DO NOT DUPLICATE OR SHARE WITHOUT WRITTEN PERMISSION**

When entering names in Buyer and Seller blanks, DO NOT just enter last names. May render unenforceable. ALWAYS use full legal names.

1 **1. Purchase and Sale.** For and in consideration of the mutual covenants herein and other good and valuable consideration,
2 the receipt and sufficiency of which is hereby acknowledged, the undersigned buyer
3 Full legal name of all Buyer(s). If VA transaction, list veteran first. (“Buyer”) agrees to buy and the
4 undersigned seller Full legal name of all Seller(s). Check tax records and disclosure documents for correctness. (“Seller”) agrees to sell all that tract or parcel of land, with such improvements as are located thereon, described as follows:
5 All that tract of land known as: Physical street address of property.
6 (Address) City where property is located (City), Tennessee, Zip (Zip), as recorded in
7 County where property is located County Register of Deeds Office, DB # deed book(s), DBP # page(s),
8 and/or NOT Tax ID#. Can be found on tax records instrument number and as further described as:

9 Tax ID #, Lot #, Subdivision name. Selling Condo? Use RF501 Condominium Legal Exhibit. together with all
10 fixtures, landscaping, improvements, and appurtenances, all being hereinafter collectively referred to as the “Property.”

RF501
RF709
Use if
selling
condo

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

21 **B. Other items that REMAIN** with the Property at no additional cost to Buyer:
22 Be very specific. DO NOT use verbiage such as, "as per MLS number 1234567" or anything similar. This Agreement
23 between the Buyer/Seller shall control what stays with Property. Not what is listed in MLS or PCD.

24 **C. Items that WILL NOT REMAIN** with the Property:
25 Be very specific. Check MLS remarks for items the Seller has indicated will not remain with the property and place them here.
26 This Agreement between the Buyer/Seller shall control what stays with the property. Not what is listed in the MLS or on PCD.

27 **D. LEASED ITEMS:** Leased items that remain with the Property: (e.g., security systems, water softener systems, fuel
28 tank, etc.): Be very specific. Check MLS Remarks and PCD for information on leased items.

29 Buyer shall assume any and all lease payments as of Closing. If leases are not assumable, the balance shall be paid in
30 full by Seller at or before Closing.

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

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

35 **E. FUEL:** Fuel, if any, will be **adjusted and charged to Buyer and credited to Seller** at Closing at current market prices.
36 Important Buyer understands this will happen at closing. Make sure to discuss.

37 **2. Purchase Price, Method of Payment and Closing Expenses.** Buyer warrants that, except as may be otherwise provided
38 herein, Buyer will at Closing have sufficient cash to complete the purchase of the Property under the terms of
39 this Purchase and Sale Agreement (hereinafter “Agreement”). The purchase price to be paid is: \$ numbers,
40 words U.S. Dollars, (“Purchase Price”) which
41 shall be disbursed to Seller or Seller’s Closing Agency by one of the following methods:

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

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

Lines 48-49: NOTE term "good faith" - Good Faith is the foundation of the Agreement/Contract. Parties must act in "good faith" throughout.

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1st instance in Agreement between Buyer/Seller for refund of earnest/trust money(EM) using the RF656 Notification form. **PLEASE NOTE - The language utilized in this Agreement allows for the refund of EM in specific instances. In this language it states "via the Notification form" or "equivalent written notice". RF656 is sufficient for the disbursement of EM when Buyer/Seller have agreed to allowing disbursement this way. RF481 EM Disbursement form is not needed in these instances.

49 **faith** and in accordance with the terms below, being **unable to obtain financing** by the Closing Date, the sufficiency of **RF656**
50 such consideration being hereby acknowledged, Buyer may terminate this Agreement by providing written notice via **#7**
51 the Notification form or equivalent written notice. Seller shall have the right to request any supporting documentation **RF656**
52 regarding loan denial. Upon termination, Buyer is entitled to a refund of the Earnest Money/Trust Money. Lender is **#20**
53 defined herein as the financial institution funding the loan. "Unable to obtain financing"-Lender will issue a "Loan Denial" letter.

54 **Check only 1 box to indicate the loan type the Buyer(s) are applying for.** The loan shall be of the type selected below **(Select the appropriate box.):**

- 55 Conventional Loan
- 56 VA Loan; attach addendum
- 57 THDA
- FHA Loan; attach addendum
- Rural Development/USDA
- Other Use this and RF623 if Buyer(s) have to sell house before buying.

58 Buyer may apply for a loan with different terms and conditions and also Close the transaction provided all other terms **RF656**
59 and conditions of this Agreement are fulfilled, and **the new loan does not increase any costs charged to Seller.** Buyer **#8**
60 **shall be obligated to Close** this transaction if Buyer has the ability to obtain a loan with terms as described herein
61 and/or **any other loan** for which Buyer has applied and been approved. **Buyer(s) cannot just change mind without consequence.**
62 **See Section 13 for "Default" information.**

62 **This section is NOT optional.** **Loan Obligations: The Buyer agrees and/or certifies as follows:**

63 **Buyer(s) have obligations with time limits. Any type of Pre-Qual/Approval letter from Lender does not remove these obligations from the Buyer(s). **Seller Does Not have any time limits. Can demand compliance at any time.** (1) Within three **(3) days after the Binding Agreement Date, Buyer shall** make application for the loan and **shall** **RF656**
64 **pay for credit report. Buyer shall** immediately notify Seller or Seller's representative of having applied for **#1**
65 the loan and provide Lender's name and contact information, and that Buyer has instructed Lender to order
66 credit report. Such certifications **shall** be made via the Notification form or equivalent written notice;

67 (2) Within **fourteen (14) days after the Binding Agreement Date, Buyer shall** warrant and represent to Seller via **RF656**
68 the Notification form or equivalent written notice that: **#9**

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

71 ****NOTE: Language used is, "Buyer shall" in this section.** b. Buyer has notified Lender of an Intent to Proceed and has available funds to Close per the signed
72 Loan Estimate; and

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

74 (3) **Buyer shall** pursue qualification for and approval of the loan diligently and in good faith;

75 (4) **Buyer shall** continually and immediately provide requested documentation to Lender and/or loan originator;

76 ****PLEASE NOTE this obligation & address in Special Stips & use RF623.** (5) Unless otherwise stated in this Agreement, Buyer represents that this loan is not contingent upon the lease or
77 sale of any other real property and the same shall not be used as the basis for loan denial; and **RF623 Buyer's First Right of Refusal**

78 (6) **Buyer shall** not intentionally make any material changes in Buyer's financial condition which would
79 adversely affect Buyer's ability to obtain the Primary Loan or any other loan referenced herein.

80 **Buyer(s) are required to meet these deadlines.** Should Buyer fail to timely comply with section 2.A.(1) and/or 2.A.(2) above **and provide notice as required,** Seller **RF656**
81 may make written demand for compliance via the Notification form or equivalent written notice. If Buyer does not **#18**
82 furnish Seller the requested documentation within two (2) days after such demand for compliance, **Buyer shall be** **#19**
83 **considered in default and Seller's obligation to sell is terminated.** **See Section 13 for "Default" consequences.** **#26**
#27

84 **B. Financing Contingency Waived (THIS BOX MUST BE CHECKED TO BE PART OF THIS AGREEMENT.)** **RF656**

85 (e.g. "All Cash", etc.): Buyer's obligation to close shall not be subject to any financial contingency. Buyer reserves **#2**
86 the right to obtain a loan. Buyer will furnish proof of available funds to close in the following manner:
87 **this blank blank. Must input source of cash.** (e.g. bank statement, Lender's commitment letter) within **five (5) days**

88 **after Binding Agreement Date.** Should Buyer fail to do so, Seller may make written demand for compliance via the **RF656**
89 Notification form or equivalent written notice. If Buyer does not furnish Seller with the requested notice within two **#21**
90 (2) days after such demand for compliance, **Buyer shall be considered in default** and Seller's obligation to sell is **#22**
91 terminated. Failure to Close due to lack of funds shall be considered default by Buyer. **See Section 13 for "Default" consequences.**

92 In the event this Agreement is contingent upon an appraisal (See Section 2.C. below), Buyer must order the appraisal **RF656**
93 and provide Seller with the name and telephone number of the appraisal company and proof that appraisal was ordered **#3**
94 within five (5) days of the Binding Agreement Date. Should Buyer fail to do so, Seller may make written demand for **#23**
95 compliance via the Notification form or equivalent written notice. If Buyer does not furnish Seller with the requested **#24**
96 notice within two (2) days after such demand for compliance, Buyer shall be considered in default and Seller's
97 obligation to sell is terminated.

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

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

101 2. This Agreement IS CONTINGENT upon the appraised value either equaling or exceeding the agreed
102 upon Purchase Price. If the appraised value is equal to or exceeds Purchase Price, this contingency is satisfied.
103 Appraisal comes in low, upon Purchase Price. In consideration of Buyer having conducted an appraisal, the sufficiency of such consideration being hereby
104 Buyer(s) MUST notify Seller(s) to start time acknowledged, if the appraised value of the Property does not equal or exceed the Purchase Price, Buyer shall promptly notify the Seller via the Notification form or equivalent written notice. Buyer shall then have
105 Monitor this carefully. Remember timelines. shall promptly notify the Seller via the Notification form or equivalent written notice. Buyer shall then have
106 Long life of FHA Appraisal. three (3) days to either:
107 Something must be done by 1. waive the appraisal contingency via the Notification form or equivalent written notice
108 11:59pm of the 3rd day. OR
109 2. terminate the Agreement by giving notice to Seller via the Notification Form or equivalent written
110 notice. Upon timely termination, Buyer is entitled to a refund of the Earnest Money/Trust Money.
111 In the event Buyer fails to either waive the appraisal contingency or terminate the Agreement as set forth
112 above, this contingency shall be deemed satisfied. Thereafter, failure to appraise shall not be used as the basis
113 for loan denial or termination of Agreement. Seller shall have the right to request any supporting
114 documentation showing appraised value did not equal or exceed the agreed upon Purchase Price. RF656 #25

115 D. Closing Expenses. **NOTE the Title of this Section. It is NOT Closing Costs & Prepays. Use same language as in Agreement.
116 NOTE-name of Section is, 1. Seller Expenses. Seller shall pay all existing loans and/or liens affecting the Property, including all penalties,
117 "Seller Expenses" not closing costs & release preparation costs, and applicable recording costs; any accrued and/or outstanding association dues or fees;
118 not closing costs & fee (if any) to obtain lien payoff/estoppel letters/statement of accounts from any and all associations, property
119 prepaids. Match management companies, mortgage holders or other liens affecting the Property; Seller's closing fee, document
120 language in the preparation fee and/or attorney's fees; fee for preparation of deed; notary fee on deed; and financial institution
121 Agreement. (Bank, Credit Union, etc.) wire transfer fee or commercial courier service fee related to the disbursement of any
122 lien payoff(s). Seller additionally agrees to permit any withholdings and/or to pay any additional sum due as is
123 required under the Foreign Investment in Real Property Tax Act. Failure to do so will constitute a default by
124 Seller.

125 Very important to non-US citizens. Even may pertain to some green card holders. In the event Seller is subject to Tax Withholding as required by the Foreign Investment in Real Property
126 Tax Act, (hereinafter "FIRPTA"), Seller additionally agrees that such Tax Withholding must be collected
127 from Seller by Buyer's Closing Agent at the time of Closing. In the event Seller is not subject to FIRPTA,
128 Seller shall be required as a condition of Closing to sign appropriate affidavits certifying that Seller is not subject
129 to FIRPTA. It is Seller's responsibility to seek independent tax advice or counsel prior to the Closing Date
130 regarding such tax matters.

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

139 3. Title Expenses. Cost of title search, mortgagee's policy and owner's policy (rates to be as filed with the
140 Tennessee Department of Commerce and Insurance) shall be paid as follows: Who is going to pay these 3 items.
141 DO NOT use, "Seller pay theirs, Buyer pay theirs". Must address all 3 items listed on line 140. Cannot leave blank.
142 Simultaneous issue rates shall apply. May use: See Lines 146-147 - if you do, see example language below.

143 **Not all of the above items (Seller Expenses, Buyer Expenses and Title Expenses) are applicable to every transaction**
144 **and may be modified as follows:**
145 **READ FORM.** Address any changes to Expenses Section here, NOT in Special Stips. Use same language as in the Agreement.
146 Example Language: Seller shall pay Buyer Expenses and Title Expenses not to exceed \$6500.00

147 **Closing Agency for Buyer & Contact Information:** Full name & contact information of Closing Agency Buyer(s) have selected
148 See Section 9 of RESPA. from the RF711 Vendor List you provided to them. This is for protection of ALL parties in reference to Wire Fraud. RF711
149 **Closing Agency for Seller & Contact Information:** Full name & contact information of Closing Agency Seller(s) have selected
150 from the RF711 Vendor List you provided to them. This is for protection of ALL parties in reference to Wire Fraud.
151

152 3. Earnest Money/Trust Money. Buyer has paid or will pay within 3-5 days after the Binding Agreement Date to
153 Name of real estate firm holding earnest/trust (EM) money. (name of Holder) ("Holder") located at
154 Address of real estate firm holding EM-per statute/rules of TREC (address of Holder), a Earnest
155 Money/Trust Money deposit of \$ amount by check (OR Remember Best Practice: Collect when you write offer.
156 Do not take cash.) ("Earnest Money/Trust Money").

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

166 Per B. **Handling of Earnest Money/Trust Money upon Receipt by Holder.** Earnest Money/Trust Money (if applicable) is
167 TREC Rule to be deposited promptly after the Binding Agreement Date or the agreed upon delivery date in this Earnest
168 1260-02-.09 Money/Trust Money section or as specified in the Special Stipulations section contained herein. Holder shall disburse
169 #7 NOTE: Title Earnest Money/Trust Money only as follows:

- 170 Companies are NOT (a) at Closing to be applied as a credit toward Buyer's Purchase Price;
171 bound by the same (b) upon a written agreement signed by all parties having an interest in the funds;
172 rules of TREC (c) upon order of a court or arbitrator having jurisdiction over any dispute involving the Earnest
173 concerning EM. (d) upon a reasonable interpretation of the Agreement; or
174 (e) upon the filing of an interpleader action with payment to be made to the clerk of the court having
175 jurisdiction over the matter. Attorney will need to be involved. Contact Attorney.
176

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

183 4. **Closing, Prorations, Special Assessments and Warranties Transfer** Acceptance Date

184 TREC A. **Closing Date.** This transaction shall be closed ("Closed") (evidenced by delivery of warranty deed and payment of
185 Statute Purchase Price, the "Closing"), and this Agreement shall expire, at 11:59 p.m. local time on the day day of
186 62-13-312 month, year ("Closing Date"), or on such earlier date as may be agreed to by the RF657
187 #9 requires a definite parties in writing. Such expiration does not extinguish a party's right to pursue remedies in the event of default. Any RF657
188 expiration extension of this date must be agreed to by the parties in writing via the Closing Date/Possession Date Amendment or
189 date. Cannot equivalent written agreement.
190 leave blank.

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

- 193 at Closing as evidenced by delivery of warranty deed and payment of Purchase Price;
194 OR RF626-Buyer to move in early
 as agreed in the attached and incorporated Temporary Occupancy Agreement; RF627-Seller to stay after closing

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

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

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

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

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

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

220 **5. Title and Conveyance.** **Do you/the Buyer(s) know about any of these items at time of offer? See Section 10 for options.**

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

223 **(1)** zoning; **See Section 10**

224 **(2)** setback requirements and general utility, sewer, and drainage easements of record on the Binding Agreement
225 **Date upon which the improvements do not encroach; See Section 10**

226 **(3)** subdivision and/or condominium declarations, covenants, restrictions, and easements of record on the
227 **Binding Agreement Date; and See Section 10**

228 **(4)** leases and other encumbrances specified in this Agreement. **See Section 10**

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

231 **(1)** accept the Property with the defects **OR**

232 **(2)** require Seller to remedy such defects prior to the Closing Date. Buyer shall provide Seller with written notice **RF656**
233 **of such defects via the Notification form or equivalent written notice. If defects are not remedied prior to #10**

234 **Closing Date, Buyer and Seller may elect to extend the Closing Date by mutual written agreement evidenced**
235 **by the Closing Date/Possession Amendment form or other written equivalent. If defects are not remedied by RF656**

236 **the Closing Date or any mutually agreed upon extension thereof, this Agreement shall terminate, and Buyer #11**
237 **shall be entitled to refund of Earnest Money/Trust Money.**

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

243 **B. Deed.** Name(s) on Deed to be: **Full legal names of Buyer(s) to be placed in Deed.**

244 It is the Buyer's responsibility to consult the closing agency or attorney prior to Closing as to the manner in which
245 Buyer holds title.

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

250 **6. Public Water or Public Sewer Systems** **NEW SECTION for 2022**

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

259 **7. Lead-Based Paint Disclosure (Select the appropriate box.)** **Federal Law. MUST check box. Make sure and complete form if**
260 **applicable. Must be signed by Buyer(s) before Acceptance.** **RF209**

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

261 **8. Inspections.** **TCA 62-6-3; TREC sent email 7/9/2021 to all licensees stating we need to know what is/is not required for home inspections.**

262 **A. Buyer's Right to Make Inspection(s).** **All inspections/reports, including but not limited to the home inspection**
263 **report, those required/recommended in the home inspection report, Wood Destroying Insect Infestation**
264 **Inspection Report, septic inspection and well water test, are to be made at Buyer's expense, unless otherwise**
265 **stipulated in this Agreement.** The parties hereto agree that in the event Buyer shall elect to contract with a third-

265 **party you provide to them. NOTE: Read RF304 Disclaimer Notice Lines 3-6.**

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Many inspections listed in this Section, however all of them are not part of the definition of a home inspection provided by the State of TN. Buyer can do them, but can they terminate because of one of the items not specified in the definition? See TCA 62-6-302 for definitions of what a home inspection should/should not include. BE AWARE, share with Buyer(s)/Seller(s). See Section 10.

266 Cleaning OR party inspector to obtain a "Home Inspection" as defined by Tennessee law, said inspection shall be conducted by a
267 Servicing licensed Home Inspector. However, nothing in this section shall preclude Buyer from conducting any inspections on
268 items are his/her own behalf, nor shall it preclude Buyer from retaining a qualified (and if required by law, licensed) professional
269 NOT to conduct inspections of particular systems or issues within such professional's expertise or licensure, including but
270 addressed not limited to inspection of the heating/cooling systems, electrical systems, foundation, etc., so long as said
271 in this professional is not in violation of Tenn. Code Ann. § 62-6-301, et seq. as may be amended. Seller shall cause all
272 Section OR utility services and any pool, spa, and similar items to be operational so that Buyer may complete all inspections
273 a part of and tests under this Agreement. Buyer agrees to indemnify Seller from the acts of himself, his inspectors and/or
274 Home representatives in exercising his rights under this Purchase and Sale Agreement. Buyer's obligations to indemnify
275 Inspection. Seller shall also survive the termination of this Agreement by either party, which shall remain enforceable.
276 Address in Buyer waives any objections to matters of purely cosmetic nature (e.g. decorative, color or finish items)
277 Special Stips. disclosed by inspection. Buyer has no right to require repairs or alterations purely to meet current building
278 codes, unless required to do so by governmental authorities. See TCA 62-6-302 3-B

279 All items B. Initial Inspections. Buyer and/or his inspectors/representatives shall have the right and responsibility to enter the
280 listed in this Property during normal business hours, for the purpose of making inspections and/or tests of the Property. Buyer
281 section are and/or his inspectors/representatives shall have the right to perform a visual analysis of the condition of the Property,
282 not listed as any reasonably accessible installed components, the operation of the Property's systems, including any controls
283 items an normally operated by Seller including the following components: heating systems, cooling systems, electrical systems,
284 Inspector can plumbing systems, structural components, foundations, roof coverings, exterior and interior components, any other
285 inspect. See site aspects that affect the Property, and environmental issues (e.g. radon, mold, asbestos, etc.).
286 Section 10 Environmental issues are NOT supposed to be addressed by home inspectors. See TCA 62-6-302 4-D & 4-F

287 Not C. Wood Destroying Insect Infestation Inspection Report. If desired by Buyer or required by Buyer's Lender, it shall
288 addressed be Buyer's responsibility to obtain at Buyer's expense a Wood Destroying Insect Infestation Inspection Report (the
289 in home "Report"), which shall be made by a Tennessee licensed and chartered pest control operator.
290 inspection. The foregoing expense may be subject to governmental guidelines relating to VA Loans (See VA/FHA Loan
291 Addendum if applicable).

292 The inspection shall include each dwelling, garage, and other permanent structure on the Property excluding
293 Nothing for evidence of active infestation and/or damage.
294 Buyer shall cause such Report to be delivered to Seller simultaneously with any repairs requested by the Buyer or the
295 end of the Inspection Period, whichever is earlier. If the Report indicates evidence of active infestation, Seller agrees
296 to treat infestation at Seller's expense and provide documentation of the treatment to Buyer prior to Closing. Requests
297 for repair of damage, if any, should be addressed in the Buyer's request for repairs pursuant to Subsection 8.D., Buyer's
298 Inspection and Resolution below.

299 D. Buyer's Inspection and Resolution. Within number days after the Binding Agreement Date ("Inspection Period"),
300 Buyer shall cause to be conducted any inspection provided for herein, including but not limited to the Wood
301 Destroying Insect Infestation Inspection Report AND shall provide written notice of such to Seller as described below.
302 In the event Buyer fails to timely make such inspections and respond within said timeframe as described herein,
303 the Buyer shall have forfeited any rights provided under this Section 8, and in such case shall accept the Property
304 in its current condition, normal wear and tear excepted.

304 In said notice Buyer shall either: After ALL inspections are complete, Buyer(s) has 3 choices of how to proceed. Once
305 you start down one path, you cannot back up and do something else except. See Lines 322-323

306 (1) In consideration of Buyer having conducted Buyer's good faith inspections as provided for herein, the RF656
307 sufficiency of such consideration being hereby acknowledged, Buyer shall furnish Seller with a list of written #12
308 specified objections and immediately terminate this Agreement via the Notification form or equivalent
309 written notice. All Earnest Money/Trust Money shall be returned to Buyer upon termination. Do not send any
310 portion of any inspection along with this termination. Just a written list. Remember the Statute of Frauds. See TN
311 Digest 2020.

311 (2) accept the Property in its present "AS IS" condition with any and all faults and no warranties expressed or RF656
312 implied via the Notification form or equivalent written notice. Seller has no obligation to make repairs. #13

312 (3) furnish Seller a written list of items which Buyer requires to be repaired and/or replaced with like quality or
313 value in a professional and workmanlike manner via the Repair/Replacement Proposal or equivalent written RF654
314 notice. Seller shall have the right to request any supporting documentation that substantiates any item listed.
315

316 a. Resolution Period. Seller and Buyer shall then have a period of number days following receipt of
317 the above stated written list ("Resolution Period") to reach a mutual agreement as to the items to be
318 repaired or replaced with like quality or value by Seller, which shall be evidenced by the Repair /
319 Replacement Amendment or written equivalent(s). The receipt by Seller of the above stated written RF655
320 list or Repair/Replacement Proposal marks the end of the Inspection Period and beginning of the

321 Resolution Period. **The parties agree to negotiate repairs in good faith during the Resolution**
322 **Period.** Buyer retains the ability to accept the Property in its present "AS IS" condition during the RF656
323 **Resolution Period.** In the event Seller and Buyer do not reach a mutual written resolution during #14
324 such Resolution Period or a mutually agreeable written extension thereof as evidenced in an RF653
325 Amendment to this Agreement signed by both parties within said period of time, this Agreement is to extend
326 hereby terminated. If terminated, Buyer is entitled to a refund of the Earnest Money/Trust Money. resolution
time

327 New
328 For
329 2022

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

331 **E. Waiver of All Inspections. THIS BOX MUST BE CHECKED TO BE PART OF THIS AGREEMENT.**

332 Buyer, having been advised of the benefits of inspections, waives any and all Inspection Rights under this
333 Section 8 (including but not limited to the Wood Destroying Insect Infestation Inspection Report).

Final Inspection & Completion of Repair Deadline should not be the same date/day. Final is final.

334 9. **Final Inspection.** Buyer and/or his inspectors/representatives shall have the right to conduct a final inspection of Property RF660
335 on the Closing Date or within 1-2 day(s) prior to the Closing Date only to confirm Property is in the same or better
336 condition as it was on the Binding Agreement Date, normal wear and tear excepted, and to determine that all
337 repairs/replacements agreed to during the Resolution Period, if any, have been completed. Property shall remain in such
338 condition until Closing at Seller's expense. Closing of this sale constitutes acceptance of Property in its condition as of
339 the time of Closing, unless otherwise noted in writing. Not to find new things to ask the Seller to do. READ Section.

340 10. **Buyer's Additional Due Diligence Options.** If any of the matters below are of concern to Buyer, Buyer should address RF707
341 the concern by specific contingency in the Special Stipulations Section of this Agreement. These items are not part of the Home
Inspection.

The

342 Buyer(s)
343 cannot
344 terminate
over any

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.

345 of these
346 items unless
347 they are
348 added as a
349 contingency
in

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.

350 Special
351 Stipulations:

See RF707

352 for
353 language to
354 address these
355 items.

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.

361 11. **Disclaimer.** It is understood and agreed that the real estate firms and real estate licensee(s) representing or assisting Seller RF304

362 Make
363 sure &
364 go over
365 this
366 section
367 with the
368 Buyer(s)
369 and/or
Seller(s).

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,

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user. Unauthorized use of the form may result in legal sanctions being brought against the user and should be reported to Tennessee REALTORS® at 615- 321-1477.

375 representations or statements of Brokers (including their firms and affiliated licensees) and waive and shall not assert any
376 claims against Brokers (including their firms and affiliated licensees) involving same. Buyer and Seller understand that it
377 has been strongly recommended that if any of these or any other matters concerning the Property are of concern to them,
378 that they secure the services of appropriately credentialed experts and professionals of Buyer's or Seller's choice for the
379 independent expert advice and counsel relative thereto. Buyer and Seller acknowledge that photographs, marketing
380 materials, and digital media used in the marketing of the property may continue to remain in publication after Closing.
381 Buyer and Seller agree that Brokers shall not be liable for any uses of photographs, marketing materials or digital media
382 which the Broker is not in control.

383 **12. Brokerage.** As specified by separate agreement, Seller agrees to pay Listing Broker at Closing the agreed upon **RF702**
384 compensation. The Listing Broker will direct the closing agency to pay the Selling Broker, from the compensation
385 received, an amount in accordance with the terms and provisions specified by separate agreement. The parties agree and
386 acknowledge that the Brokers involved in this transaction may receive compensation from more than one party. All parties
387 to this Agreement agree and acknowledge that any real estate firm involved in this transaction shall be deemed a third
388 party beneficiary only for the purposes of enforcing their commission rights, and as such, shall have the right to maintain
389 an action on this Agreement for any and all compensations due and any reasonable attorney's fees and court costs.

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

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

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

406 **Home Protection Plan waived.** Check MLS to see if Seller(s) are offering. If not, Buyer(s) can ask Seller(s) to purchase
one for them OR they can purchase one for themselves.

407 **15. Other Provisions.** VERY IMPORTANT SECTION TO READ, IN ITS ENTIRETY TO ALL PARTIES.

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

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

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

424 **D. Time of Essence.** Time is of the essence in this Agreement. Meaning: Each party will perform so that the other party can
perform by the dates/deadlines in the Agreement.

425 **E. Terminology.** As the context may require in this Agreement: (1) the singular shall mean the plural and vice versa;
426 (2) all pronouns shall mean and include the person, entity, firm or corporation to which they relate; (3) the masculine

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DO NOT change days to "business days", unless you have a law license and can provide a definition of "business day" that all parties will understand. DO NOT find your self in a position to be accused of the "unauthorized practice of law". Everyone can count a calendar day. Midnight to 11:59pm.

427 ALWAYS shall mean the feminine and vice versa; and (4) the term day(s) used throughout this Agreement shall be deemed to
428 count, Sat, be calendar day(s) ending at 11:59 p.m. local time unless otherwise specified in this Agreement. Local time shall be
429 Sun and determined by the location of Property. **In the event a performance deadline, other than the Closing Date (as defined**
430 holidays - herein), Date of Possession (as defined herein), Completion of Repair Deadline (as defined in the Repair/Replacement
431 just move to Amendment), and Offer Expiration Date (as defined in Time Limit of Offer Section), occurs on a Saturday, Sunday
432 next business day if deadline or legal holiday, the performance deadline shall extend to the next following business day. Holidays as used herein
433 falls on one are those days deemed federal holidays pursuant to 5 U.S.C. § 6103. **In calculating any time period under this**
434 of those days Agreement, the commencement shall be the day following the initial date (e.g. Binding Agreement Date). Acceptance
signed today, tomorrow is Day 1, no matter if Sat, Sun or legal holiday. Count from there.

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

442 **DO**
443 **NOT**
444 **TEXT**
445 **ANY**
446 **TYPE**
447 **OF**
NOTICE

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

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

451 **I. Equal Housing.** This Property is being sold without regard to race, color, creed, sex, religion, handicap, familial
452 status, or national origin. **DO NOT forget the additional protected classes found in the Code of Ethics and in TN.**

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

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

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

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

464 **16. Seller's Additional Obligations.** In addition to any other disclosure required by law, the Seller shall, prior to entering
465 into an Agreement with a Buyer, disclose in writing including acknowledgement of receipt: (a) the presence of any known
466 exterior injection well or sinkhole (as defined in TCA § 66-5-212) on the property; (b) the results of any known percolation
467 test or soil absorption rate performed on the property that is determined or accepted by the Department of Environment and
468 Conservation; (c) if the property is located in a Planned Unit Development (PUD); (d) if the property is located in a PUD, make
469 available to the Buyer a copy of the development's restrictive covenants, homeowner bylaws and master deed upon request;
470 (e) any single-family residence located on the Property has been moved from an existing foundation to another foundation
471 where such information is known to the Seller; and (f) if a permit for a subsurface sewage disposal system for the Property was
472 issued during a sewer moratorium pursuant to TCA § 68-221-409. If so, Buyer may have a future obligation to connect to the
473 public sewer system. **Buyers MUST see and sign PCD or Exemption prior to the Acceptance of a Contract per TCA 66-5-203 (a). When**
that occurs, this obligation has been met.

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

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479 **18. Exhibits and Addenda.** All exhibits and/or addenda attached hereto, listed below, or referenced herein are made a part
480 of this Agreement:
481 NOTHING should be entered into this Section if it does not have the word "Addendum" OR "Exhibit" in its title.
482 No agency forms, no disclaimer, no compensation agreement. EXAMPLE: RF623:Buyer's First Right of Refusal Addendum

483 **19. Special Stipulations.** The following Special Stipulations, if conflicting with any preceding section, shall control:
484 Use sparingly. You ARE NOT an Attorney (unless you are!) so you cannot draft a contract. When using this section to change
485 any pre-printed material, ALWAYS reference the line number(s) you are changing/deleting, etc. repeat the pre-printed verbiage
486 and only make the change that needs to be made. DO NOT re-write the form or anything pre-printed on the form. There is NO
487 need to reiterate anything that is already pre-printed on the form.
488 See RF707 or use "Clauses" in Transaction Desk for pre-written language, approved by TN Realtors legal counsel

489
490 EXAMPLE: Lines 76-77: This Agreement is contingent on the sale or lease of Buyer's property, see Buyer's First Right of
491 refusal, RF623."
492
493
494

495 **20. Time Limit of Offer.** This Offer may be withdrawn at any time before acceptance with Notice. Offer terminates if not
496 countered or accepted by _____ o'clock a.m./ p.m.; on the _____ day of _____, _____.
497 CANNOT leave Section 20 blank. See TCA 62-13-312 #9

498 **LEGAL DOCUMENTS:** This is an important legal document creating valuable rights and obligations. If you have any
499 questions about it, you should review it with your attorney. **Neither the Broker nor any Agent or Facilitator is**
500 **authorized or qualified to give you any advice about the advisability or legal effect of its provisions. DO NOT give legal advice**

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

504 **WIRE FRAUD WARNING:** Never trust wiring instructions sent via email. Cyber criminals are hacking email accounts RF308
505 and sending emails with fake wiring instructions. These emails are convincing and sophisticated. Always independently
506 confirm wiring instructions in person or via a telephone call to a trusted and verified phone number. Never wire money
507 without double-checking that the wiring instructions are correct. **NEVER ACCEPT WIRING INSTRUCTIONS FROM**
508 **YOUR AGENT OR BROKER.** _____ Buyer Initials _____ Buyer Initials

508 Buyer hereby makes this offer. IF you are using a digital signing tool, do not forget to place the dates and times in the blanks.
509
510 **BUYER** _____ **BUYER** _____
511 _____ at _____ o'clock am/ pm _____ at _____ o'clock am/ pm
512 **Offer Date** **Offer Date**

513 Seller hereby:
514 **ACCEPTS** – accepts this offer.
515 **COUNTERS** – accepts this offer subject to the attached Counter Offer(s).
516 **REJECTS** this offer and makes no counter offer.
517
518 **SELLER** _____ **SELLER** _____
519 _____ at _____ o'clock am/ pm _____ at _____ o'clock am/ pm
520 **Date** **Date**

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

For Information Purposes Only:

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

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DRAFT SPECIMEN

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