

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

IMPROVEMENT: any structure adding to or benefiting the land
APPURTENANCE: an incidental right attached to a principal property right. Goes with the land.

**2021 changes are in red boxes.

PURCHASE AND SALE AGREEMENT

**When entering names in Buyer/Seller blanks, DO NOT just enter the last name. 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(s) of Buyer(s). If VA, place veteran's name first (“Buyer”) agrees to buy and the
4 undersigned seller Full Legal name(s) of Seller(s). Check tax records and disclosure documents for correct names. (“Seller”)
5 agrees to sell all that tract or parcel of land, with such improvements as are located thereon, described as follows:
6 All that tract of land known as: Physical street address
7 (Address) Physical City (City), Tennessee, Zip Code (Zip), as recorded in
8 Physical County County Register of Deeds Office, DB # deed book(s), DB page # page(s),
9 and/or This is NOT the tax ID #. Found on tax record. instrument number and as further described as:
10 TAX ID#, Lot#, Subdivision name. May need to use Condominium Legal Exhibit. together with all RF501
11 fixtures, landscaping, improvements, and appurtenances, all being hereinafter collectively referred to as the “Property.” RF709
12 **A. INCLUDED** as part of the Property (if present): all attached light fixtures and bulbs including ceiling fans; if selling
13 permanently attached plate glass mirrors; heating, cooling, and plumbing fixtures and equipment; all doors, storm condo
14 doors and windows; all window treatments (e.g., shutters, blinds, shades, curtains, draperies) and hardware; all wall-
15 to-wall carpet; range; all built-in kitchen appliances; all bathroom fixtures and bathroom mirrors; all gas logs, fireplace
16 doors and attached screens; all security system components and controls; garage door opener(s) and all (at least number
17 remote controls; swimming pool and its equipment; awnings; permanently installed outdoor cooking grills; all
18 landscaping and all outdoor lighting; mailbox(es); attached basketball goals and backboards; TV mounting brackets
19 (inclusive of wall mount and TV brackets) but excluding flat screen TVs); antennae and satellite dishes (excluding
20 components); central vacuum systems and attachments; and all available keys, key fobs, access codes, master codes
21 or other methods necessary for access to the Property, including mailboxes and/or amenities.
22 **B. Other items that REMAIN** with the Property at no additional cost to Buyer:
23 BE VERY SPECIFIC. Do not use verbiage such as: "As per MLS 123456789" or anything similiar. The Agreement between the
24 Buyer/Seller will control, not what is listed in the MLS or on the Property Condition Disclosure.
25 **C. Items that WILL NOT REMAIN** with the Property:
26 BE VERY SPECIFIC. Check MLS remarks for items that the Seller has asked do not remain and place them here. The
27 Agreement between Buyer/Seller will control, not what is listed in the MLS or on the Property Condition Disclosure.
28 **D. LEASED ITEMS:** Leased items that remain with the Property: (e.g., security systems, water softener systems, fuel
29 1st instance tank, etc.): BE VERY SPECIFIC. Check Prop. Cond. Disclosure and/or MLS for leased items and list here.
30 of box to Buyer shall assume any and all lease payments as of Closing. If leases are not assumable, the balance shall be paid in
31 check. MUST full by Seller at or before Closing.
32 be checked Buyer does not wish to assume a leased item. **(THIS BOX MUST BE CHECKED IN ORDER FOR IT TO**
33 to be part of **BE A PART OF THIS AGREEMENT.)**
34 Agreement. Watch Buyer does not wish to assume Seller’s current lease of List any item the Buyer(s) do not want to assume lease of.
35 for these. Just therefore, Seller shall have said lease cancelled and leased items removed from Property prior to Closing.
36 filling in blank may
37 not work.**E. FUEL:** Fuel, if any, will be adjusted and charged to Buyer and credited to Seller at Closing at current market prices.
- 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

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1st instance in Agreement between Buyer/Seller for refund of Earnest Money (EM) using the Notification Form RF656. *PLEASE NOTE the language the language. Throughout the Agreement, if language allows for EM disbursement via the Notification form, RF656 there is not a need for the EM Disbursement for, RF481. Buyer/Seller have agreed to allow disbursement in this manner, unless changed in Special Stipulations, Counter Offer(s) or Amendment to the Agreement.

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

54 **MUST check** The loan shall be of the type selected below (**Select the appropriate boxes. Unselected items will not be part of**
55 **at least ONE this Agreement):**

- 56 **box. DO NOT** Conventional Loan FHA Loan; attach addendum
- 57 **check them** VA Loan; attach addendum Rural Development/USDA
- 58 **all. Seller must** THDA Other Use this if Buyer(s) has to sell a house before buying
- 59 **know type of**
- 60 **loan to**
- 61 **consider.**

59 Buyer may apply for a loan with different terms and conditions and also Close the transaction provided all other terms **RF656**
60 and conditions of this Agreement are fulfilled, and the new loan does not increase any costs charged to Seller. Buyer **#8**
61 shall be obligated to Close this transaction if Buyer has the ability to obtain a loan with terms as described herein
62 and/or any other loan for which Buyer has applied and been approved. **Buyer cannot just change mind & get loan denial.** See Section 12 for consequences of Default.

63 **This section Loan Obligations: The Buyer agrees and/or certifies as follows:**

64 **is not optional.** (1) Within three (3) days after the Binding Agreement Date, Buyer shall make application for the loan and shall **RF656**
65 **Buyer(s) have** pay for credit report. Buyer shall immediately notify Seller or Seller's representative of having applied for **#1**
66 **obligations with time** the loan and provide Lender's name and contact information, and that Buyer has instructed Lender to order
67 **limits. Pre-qualification** credit report. Such certifications shall be made via the Notification form or equivalent written notice;

68 **letter does not** (2) Within fourteen (14) days after the Binding Agreement Date, Buyer shall warrant and represent to Seller via **RF656**
69 **remove these** the Notification form or equivalent written notice that: **#9**

70 **Seller does not have time** a. Buyer has secured evidence of hazard insurance which will be effective at Closing and Buyer shall
71 **limits. Can demand compliance** notify Seller of the name of the hazard insurance company;

72 **at any time, if Buyer(s)** b. Buyer has notified Lender of an Intent to Proceed and has available funds to Close per the signed
73 **have not completed required** Loan Estimate; and

74 **Notifications.** c. Buyer has requested that the appraisal be ordered and affirms that the appraisal fee has been paid.

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

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

77 ****Please note this** (5) Unless otherwise stated in this Agreement, Buyer represents that this loan is not contingent upon the lease or **RF623**
78 **obligation & address** sale of any other real property and the same shall not be used as the basis for loan denial; and

79 **in Special Stips &** (6) Buyer shall not intentionally make any material changes in Buyer's financial condition which would
80 **use RF623.** adversely affect Buyer's ability to obtain the Primary Loan or any other loan referenced herein.

81 **Buyer** Should Buyer fail to timely comply with section 2.A.(1) and/or 2.A.(2) above **and provide notice as required,** Seller **RF656**
82 **required to** may make written demand for compliance via the Notification form or equivalent written notice. If Buyer does not **#18**
83 **meet these** furnish Seller the requested documentation within two (2) days after such demand for compliance, Buyer shall be **#19**
84 **deadlines.** considered in default and Seller's obligation to sell is terminated. See Section 12 for Default consequences **#27**

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

86 **2nd checkbox** (e.g. "All Cash", etc.): Buyer's obligation to close shall not be subject to any financial contingency. Buyer reserves
87 **DO NOT** the right to obtain a loan. Buyer will furnish proof of available funds to close in the following manner:

88 **USE this** Cannot leave blank if check box. (e.g. bank statement, Lender's commitment letter) within five (5) days **RF656**
89 **unless Buyer** after Binding Agreement Date. Should Buyer fail to do so, Seller may make written demand for compliance via the **#2**
90 **can provide** Notification form or equivalent written notice. If Buyer does not furnish Seller with the requested notice within two **RF656**

91 **proof of funds** (2) days after such demand for compliance, Buyer shall be considered in default and Seller's obligation to sell is **#23**
92 **in 5 days.** terminated. Failure to Close due to lack of funds shall be considered default by Buyer. **#24**

93 In the event this Agreement is contingent upon an appraisal (See Section 2.C. below), Buyer must order the appraisal
94 and provide Seller with the name and telephone number of the appraisal company and proof that appraisal was ordered
95 within five (5) days of the Binding Agreement Date. Should Buyer fail to do so, Seller may make written demand for
96 compliance via the Notification form or equivalent written notice. If Buyer does not furnish Seller with the requested
97 notice within two (2) days after such demand for compliance, Buyer shall be considered in default and Seller's
98 obligation to sell is terminated. See Section 12 for Default consequences.

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

100 **3rd & 4th** **1.** This Agreement **IS NOT** contingent upon the appraised value either equaling or exceeding the agreed upon
101 **checkboxes.** Purchase Price.
Must check one.

102 □ 2. This Agreement **IS CONTINGENT** upon the appraised value either equaling or exceeding the agreed
 103 upon Purchase Price. If the appraised value is equal to or exceeds Purchase Price, this contingency is satisfied.
 104 **Monitor this carefully** to protect Buyer(s). In consideration of Buyer having conducted an appraisal, the sufficiency of such consideration being hereby
 105 **If appraisal comes in** acknowledged, if the appraised value of the Property does not equal or exceed the Purchase Price, Buyer **RF656**
 106 **low, take action** shall promptly notify the Seller via the Notification form or equivalent written notice. Buyer shall then have **#4**
 107 **before time limit is up.** three (3) days to either:
 108 **Consequences for** Buyer(s). See lines 112-115. 1. waive the appraisal contingency via the Notification form or equivalent written notice **RF656**
 109 **Buyer(s). See lines 112-115.** **OR** **#5**
 110 **If an Amendment not** 2. terminate the agreement by giving notice to seller via the Notification form or equivalent written **RF656**
 111 **signed by all parties by** notice. Upon timely termination, Buyer is entitled to a refund of the Earnest money. **#6**
 112 **11:59 of 3rd day, protect** In the event Buyer fails to either waive the appraisal contingency or terminate the agreement as set forth **RF656**
 113 **the Buyer & terminate.** above, this contingency shall be deemed satisfied. Thereafter, failure to appraise shall not be used as the basis **#25**
 114 for loan denial or termination of contract. Seller shall have the right to request any supporting documentation
 115 showing appraised value did not equal or exceed the agreed upon purchase price.

116 **D. Closing Expenses.** **NOTE: Title of Section, NOT closing costs and prepaids. Use same language as in Agreement.**

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

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

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

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

143 Cannot leave blank. Must address all 3 items listed and who will pay for each item.

144 Simultaneous issue rates shall apply.

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

147 If the Buyer(s) need to ask the Seller(s) to assist with their Expenses, this is where you do it. Use the same language
 148 as in the Agreement. Example: Seller shall pay Buyer Expenses & Title Expenses not to exceed \$6500.00.

149 **Closing Agency for Buyer & Contact Information:** Full name & contact information of closing agency chosen by **RF711**
 150 Buyer(s) from the RF711 you supply them. Remember RESPA rules. This helps with the Wire Fraud issues.

151 **Closing Agency for Seller & Contact Information:** Can use same Closing Agency as using for Buyer, but enter full
 152 contact information. OR can say "Seller's Choice" in these blanks.

153 **Best Practice** 3. **Earnest Money/Trust Money.** Buyer has paid or will pay within 3-5 days days after the Binding Agreement Date to
 154 **Get \$\$\$** Name of Company holding EM (name of Holder) ("Holder") located at
 155 **when** Full address of Company holding EM (address of Holder), a Earnest
 156 **write** Money/Trust Money deposit of \$ Amount of EM by check (OR
 157 **offer** Don't take cash! Money Order, Official check, etc.) ("Earnest Money/Trust Money").

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IMPORTANT: Please make sure and let the other agent/firm know if you fail to receive EM or it is dishonored. This could be a major issue if something happens and the Seller(s) should receive the EM due to Default (See Section 12) and there is no EM. Another reason to get EM when you write the offer. Extended times for receiving EM can cause issues also. Protect Buyer/Seller.

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

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

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

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

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

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

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**

195 as agreed in the attached and incorporated Temporary Occupancy Agreement; RF626-Buyer-early
RF626-Seller-late

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

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

203 Buyer intends to maintain the property's Greenbelt classification and acknowledges that it is Buyer's
204 responsibility to make timely and proper application to insure such status. Buyer's failure to timely and properly
205 make application will result in the assessment of rollback taxes for which Buyer shall be obligated to pay. Buyer
206 should consult the tax assessor for the county where the property is located prior to making this offer to verify
207 that their intended use will qualify for greenbelt classification.

208 Buyer does not intend to maintain the property's Greenbelt status and Rollback taxes shall be payable by the
209 Seller at time of closing.

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

212 [as stated per lines 210-211, unless you are doing it differently](#)

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

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

221 **5. Title and Conveyance. Do you/the Buyer(s) know about any of these at the time of offer? See Section 9 for options.**

222 **Buyer** **A.** Seller warrants that at the time of Closing, Seller will convey or cause to be conveyed to Buyer or Buyer's assign(s)
 223 **should** good and marketable title to said Property by general warranty deed, subject only to:
 224 **contact their** (1) zoning;
 225 **Closing Agency/** (2) setback requirements and general utility, sewer, and drainage easements of record on the Binding Agreement
 226 **Title Company to** Date upon which the improvements do not encroach;
 227 **get this information.** (3) subdivision and/or condominium declarations, covenants, restrictions, and easements of record on the
 228 **Remember the** Binding Agreement Date; and
 229 **Disclaimer Notice** (4) leases and other encumbrances specified in this Agreement.
 230 **and Section 10** If title examination, closing or loan survey pursuant to Tenn. Code Ann. § 62-18-126, boundary line survey, or other
 231 **of this form.** information discloses material defects, Buyer may, at Buyer's discretion:
 232 (1) accept the Property with the defects **OR**
 233 (2) require Seller to remedy such defects prior to the Closing Date. Buyer shall provide Seller with written notice **RF656**
 234 of such defects via the Notification form or equivalent written notice. If defects are not remedied prior to **#10**
 235 Closing Date, Buyer and Seller may elect to extend the Closing Date by mutual written agreement evidenced **RF657**
 236 by the Closing Date/Possession Amendment form or other written equivalent. If defects are not remedied by **RF656**
 237 the Closing Date or any mutually agreed upon extension thereof, this Agreement shall terminate, and Buyer **#11**
 238 shall be entitled to refund of Earnest Money/Trust Money.

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

244 **B. Deed.** Name(s) on Deed to be: Full legal names to be used in deed.
 245 It is the Buyer's responsibility to consult the closing agency or attorney prior to Closing as to the manner in which
 246 Buyer holds title. **Very important to the Buyer(s).**

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

251 **6. Lead-Based Paint Disclosure (Select the appropriate box.) Must check, Federal law.**

252 does not apply. does apply (Property built prior to 1978 – see attached Lead-Based Paint Disclosure) **RF209**
 253 **Make sure and complete form if applicable, not just sign the form.**

254 **7. Inspections. The State of TN has defined what a home inspection is, what it is not and who can perform them. Be aware.**

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

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**See TN Statute 62-6-302 for definitions of what a home inspection is, what it is not/does not include. VERY IMPORTANT that you are aware of these things. See Section 9 of this form for items not included in a home inspection that the Buyer(s) need to perform due diligence on. Understand lines 268-270 and be able to explain to the Buyer(s).Cosmetic could include cleaning and servicing of items.

268 Some homes Buyer waives any objections to matters of purely cosmetic nature (e.g. decorative, color or finish items)
269 may have disclosed by inspection. Buyer has no right to require repairs or alterations purely to meet current building
270 items that codes, unless required to do so by governmental authorities.
are safety issues. Safety is not addressed in this Agreement. Will be mentioned in inspection reports, but not a part of the Agreement.

271 B. Initial Inspections. Buyer and/or his inspectors/representatives shall have the right and responsibility to enter the
272 See Section Property during normal business hours, for the purpose of making inspections and/or tests of the Property. Buyer
273 9 for and/or his inspectors/representatives shall have the right to perform a visual analysis of the condition of the Property,
274 additional any reasonably accessible installed components, the operation of the Property's systems, including any controls
275 items Buyer normally operated by Seller including the following components: heating systems, cooling systems, electrical systems,
276 needs to plumbing systems, structural components, foundations, roof coverings, exterior and interior components, any other
277 think about. site aspects that affect the Property, and environmental issues (e.g. radon, mold, asbestos, etc.). ALL inspections must
be completed by 11:59 pm of last day on Line 290.

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

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

283 The inspection shall include each dwelling, garage, and other permanent structure on the Property excluding
284 Example: "Nothing" for evidence of active infestation and/or damage.

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

290 D. Buyer's Inspection and Resolution. Within Number days after the Binding Agreement Date ("Inspection Period"),
291 Buyer must Buyer shall cause to be conducted any inspection provided for herein, including but not limited to the Wood
292 meet Destroying Insect Infestation Inspection Report AND shall provide written notice of such to Seller as described below.
293 deadlines. In the event Buyer fails to timely make such inspections and respond within said timeframe as described herein,

294 the Buyer shall have forfeited any rights provided under this Section 7, and in such case shall accept the Property
295 in its current condition, normal wear and tear excepted.

296 Once ALL inspections are complete, Buyer(s) have 3 options. Cannot back up and go down another path. Buyer
In said notice Buyer shall either: selects 1 OR 2 OR 3 and sees it through. READ THE DOCUMENT

297 Follow Agreement (1) In consideration of Buyer having conducted Buyer's good faith inspections as provided for herein, the RF656
298 Give specified sufficiency of such consideration being hereby acknowledged, Buyer shall furnish Seller with a list of written #12
299 objections only, NO specified objections and immediately terminate this Agreement via the Notification form or equivalent
300 COPIES of any written notice. All Earnest Money/Trust Money shall be returned to Buyer upon termination. DO NOT use
301 document. verbiage like, "Due to home inspection", "See attached Summary page" Must list specified objections
OR on the form and send to Seller(s).

302 (2) accept the Property in its present "AS IS" condition with any and all faults and no warranties expressed or RF656
303 implied via the Notification form or equivalent written notice. Seller has no obligation to make repairs. #13
OR #14

304 Does not OR
305 state anywhere (3) furnish Seller a written list of items which Buyer requires to be repaired and/or replaced with like quality or RF654
306 to send any portion of the home inspection. value in a professional and workmanlike manner via the Repair/Replacement Proposal or equivalent written
307 Tells you exactly how to handle. notice. Seller shall have the right to request any supporting documentation that substantiates any item listed.

308 Provide seller a written list a. Resolution Period. Seller and Buyer shall then have a period of _____ days following receipt of
309 of items to be repaired or the above stated written list ("Resolution Period") to reach a mutual agreement as to the items to be
310 replaced. Does not mention repaired or replaced with like quality or value by Seller, which shall be evidenced by the Repair / RF655
311 items to be cleaned or serviced. Replacement Amendment or written equivalent(s). The receipt by Seller of the above stated written
312 list or Repair/Replacement Proposal marks the end of the Inspection Period and beginning of the

313 MUST have a signed (by all
314 parties) Amendment by 11:59
315 pm of last day on Line 308. If
316 not, Agreement terminates. Resolution Period. The parties agree to negotiate repairs in good faith during the Resolution
317 READ DOCUMENT. Period. In the event Seller and Buyer do not reach a mutual written resolution during such
Resolution Period or a mutually agreeable written extension thereof as evidenced in an Amendment RF653
to amend
time

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

321 8. Final Inspection. Buyer and/or his inspectors/representatives shall have the right to conduct a final inspection of Property RF660
322 on the Closing Date or within ___ day(s) prior to the Closing Date only to confirm Property is in the same or better

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****Final Inspection and Completion of Repair Deadline on Repair Amendment should not be the same day. These should be two different dates. Final is final.**

323 condition as it was on the Binding Agreement Date, normal wear and tear excepted, and to determine that all
324 repairs/replacements agreed to during the Resolution Period, if any, have been completed. Property shall remain in such
325 condition until Closing at Seller's expense. Closing of this sale constitutes acceptance of Property in its condition as of
326 the time of Closing, unless otherwise noted in writing.

327 **9. Buyer's Additional Due Diligence Options.** If any of the matters below are of concern to Buyer, Buyer should address **RF707**
328 the concern by specific contingency in the Special Stipulations Section of this Agreement. ****VERY IMPORTANT to Buyer(s).**

329 **A. Survey and Flood Certification.** Survey Work and Flood Certifications are the best means of identifying boundary
330 **READ &** lines and/or encroachments and easements or flood zone classifications. Buyer may obtain a Mortgage Inspection or
331 **explain to** Boundary Line Survey and Flood Zone Certifications. **Not part of home inspection**

332 **Buyer(s) B. Insurability.** Many different issues can affect the insurability and the rates of insurance for property. These include
333 factors such as changes in the Flood Zone Certifications, changes to the earthquake zones maps, the insurability of the
334 **See RF707** buyer, and previous claims made on the Property. It is the right and responsibility of Buyer to determine the
335 **for language** insurability, coverage and the cost of insuring the Property. It is also the responsibility of Buyer to determine whether
336 **to address** any exclusions will apply to the insurability of said Property. **Not part of home inspection**
337 **each of**

338 **C. Water Supply.** The system may or may not meet state and local requirements. It is the right and responsibility of
339 **these items in the** Buyer to determine the compliance of the system with state and local requirements. [For additional information on
340 **Spec. Stips** this subject, request the "Water Supply and Waste Disposal Notification" form.] **Not part of home inspection**
341 **Section**

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

347 **E. Title Exceptions.** At Closing, the general warranty deed will be subject to subdivision and/or condominium
348 declarations, covenants, restrictions and easements of record, which may impose obligations and may limit the use of
349 the Property by Buyer. **Not part of home inspection**

350 **10. Disclaimer.** It is understood and agreed that the real estate firms and real estate licensee(s) representing or assisting Seller **RF304**
351 **Must discuss** and/or Buyer and their brokers (collectively referred to as "Brokers") are not parties to this Agreement and do not have or
352 **this section** assume liability for the performance or nonperformance of Seller or Buyer. Buyer and Seller agree that Brokers shall not
353 **with** be responsible for any of the following, including but not limited to, those matters which could have been revealed through
354 **Buyer(s)** a survey, flood certification, title search or inspection of the Property; the insurability of the Property or cost to insure the
355 **and Seller(s)** Property; for the condition of the Property, any portion thereof, or any item therein; for any geological issues present on
356 the Property; for any issues arising out of the failure to physically inspect Property prior to entering into this Agreement
357 and/or Closing; for the necessity or cost of any repairs to the Property; for hazardous or toxic materials; for the tax or legal
358 consequences of this transaction; for the availability, capability, and/or cost of utility, sewer, septic, or community
359 amenities; for any proposed or pending condemnation actions involving Property; for applicable boundaries of school
360 districts or other school information; for the appraised or future value of the Property; for square footage or acreage of the
361 Property; for any condition(s) existing off the Property which may affect the Property; for the terms, conditions, and
362 availability of financing; and/or for the uses and zoning of the Property whether permitted or proposed. Buyer and Seller
363 acknowledge that Brokers are not experts with respect to the above matters and that they have not relied upon any advice,
364 representations or statements of Brokers (including their firms and affiliated licensees) and waive and shall not assert any
365 claims against Brokers (including their firms and affiliated licensees) involving same. Buyer and Seller understand that it
366 has been strongly recommended that if any of these or any other matters concerning the Property are of concern to them,
367 that they secure the services of appropriately credentialed **experts and professionals of Buyer's or Seller's choice for the**
368 **independent expert advice and counsel relative thereto. Buyer and Seller acknowledge that photographs, marketing**
369 **materials, and digital media used in the marketing of the property may continue to remain in publication after Closing.**
370 **Buyer and Seller agree that Brokers shall not be liable for any uses of photographs, marketing materials or digital media**
371 **which the Broker is not in control.**

372 **11. Brokerage.** As specified by separate agreement, Seller agrees to pay Listing Broker at Closing the agreed upon **RF702**
373 **DO NOT** compensation. The Listing Broker will direct the closing agency to pay the Selling Broker, from the compensation
374 **Add your** received, an amount in accordance with the terms and provisions specified by separate agreement. The parties agree and
375 **\$\$ into** acknowledge that the Brokers involved in this transaction may receive compensation from more than one party. All parties
376 **the** to this Agreement agree and acknowledge that any real estate firm involved in this transaction shall be deemed a third
377 **Agreement** party beneficiary only for the purposes of enforcing their commission rights, and as such, shall have the right to maintain
378 an action on this Agreement for any and all compensations due and any reasonable attorney's fees and court costs.

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****VERY IMPORTANT to read the Default Section to the Buyer(s) and Seller(s). It explains what happens if they Default. Default can include, walking away, changing their mind, etc. Get EM when writing offer. Protect your seller if extended time in receiving EM.If Buyer(s) have not submitted EM and they change their mind or walk away, the Seller(s) are left with no EM for taking house off market.**

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

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

390 Buyer(s) **Home Protection Plan.** _____ to pay \$ _____ for the purchase of a limited home
391 should protection plan to be funded at Closing. Plan Provider: _____
392 pick one or Ordered by: _____ (Real Estate Company)
393 waive it. **Home Protection Plan waived.**

394 **14. Other Provisions.** PLEASE READ AND LEARN this entire Section. VERY IMPORTANT information here.

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

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

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

411 **D. Time of Essence.** Time is of the essence in this Agreement. Means each party will perform so the other party can
412 perform byu the dates in the Agreement. Each will perform by dates in Agreement.

413 **E. Terminology.** As the context may require in this Agreement: (1) the singular shall mean the plural and vice versa;
414 DO NOT (2) all pronouns shall mean and include the person, entity, firm or corporation to which they relate; (3) the masculine
415 change to shall mean the feminine and vice versa; and (4) the term day(s) used throughout this Agreement shall be deemed to
416 business be calendar day(s) ending at 11:59 p.m. local time unless otherwise specified in this Agreement. Local time shall be
417 days. Different determined by the location of Property. **In the event a performance deadline,** other than the Closing Date (as defined
418 definitions of in Section 4 herein), Date of Possession (as defined in Section 4 herein), Completion of Repair Deadline (as defined
419 business in the Repair/Replacement Amendment), and Offer Expiration Date (as defined in Section 19 herein), occurs on a
420 Calendar days Saturday, Sunday or legal holiday, the performance deadline shall extend to the next following business day. Holidays
421 same for as used herein are those days deemed federal holidays pursuant to 5 U.S.C. § 6103. In calculating any time period
422 everyone. under this Agreement, the commencement shall be the day following the initial date (e.g. Binding Agreement Date).
423 Day 1 for counting is the day following the signing/initial date.

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

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Texting is NOT a way to deliver notice. Must be in writing and delivered in one of the five ways listed ONLY.

- 429 **G. Notices.** Except as otherwise provided herein, all notices and demands required or permitted hereunder shall be in
430 writing and delivered either (1) in person; (2) by a prepaid overnight delivery service; (3) by facsimile transmission
431 (FAX); (4) by the United States Postal Service, postage prepaid, registered or certified, return receipt requested; or (5)
432 Email. **NOTICE** shall be deemed to have been given as of the date and time it is actually received. Receipt of notice
433 by the real estate licensee or their Broker assisting a party as a client or customer shall be deemed to be notice to that
434 party for all purposes under this Agreement as may be amended, unless otherwise provided in writing.
- 435 **H. Risk of Loss.** The risk of hazard or casualty loss or damage to Property shall be borne by the Seller until transfer of
436 title. If casualty loss prior to Closing exceeds 10% of the Purchase Price, Seller or Buyer may elect to terminate this
437 Agreement with a refund of Earnest Money/Trust Money to Buyer.
- 438 **I. Equal Housing.** This Property is being sold without regard to race, color, creed, sex, religion, handicap, familial
439 status, or national origin. Add to this the requirements of the Code of Ethics and the TN State requirements. Classes
added: creed, sexual orientation & gender identity.
- 440 **J. Severability.** If any portion or provision of this Agreement is held or adjudicated to be invalid or unenforceable for
441 any reason, each such portion or provision shall be severed from the remaining portions or provisions of this
442 Agreement, and the remaining portions or provisions shall be unaffected and remain in full force and effect. In the
443 event that the contract fails due to the severed provisions, then the offending language shall be amended to be in
444 conformity with state and federal law.
- 445 **K. Alternative Dispute Resolution.** In the event the parties elect to utilize Alternative Dispute Resolution,
446 incorporate "Resolution of Disputes by Mediation Addendum/Amendment" (RF629).
- 447 **L. Contract Construction.** This Agreement or any uncertainty or ambiguity herein shall not be construed against any
448 party but shall be construed as if all parties to this Agreement jointly prepared this Agreement.
- 449 **M. Section Headings.** The Section Headings as used herein are for reference only and shall not be deemed to vary the
450 content of this Agreement or limit the scope of any Section.

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

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

466 **17. Exhibits and Addenda.** All exhibits and/or addenda attached hereto, listed below, or referenced herein are made a part
467 of this Agreement:
468 Only things listed in this Section are things that have the words "Addendum" or "Exhibit" in their form title. Example:
469 VA/FHA Addendum, Buyers First Right of Refusal. DO NOT list agency agreements, Property disclosures/exemptions.

470 **18. Special Stipulations.** The following Special Stipulations, if conflicting with any preceding section, shall control:
471 Use sparingly. DO NOT re-write the offer. USE LINE NUMBERS when making a change to the preprinted verbiage
472 on the form. Example: Lines 77-78: This Agreement is contingent on the sale or lease of Buyer's property, see
473 RF623, Buyer's First Right of Refusal."
474 DO NOT repeat any verbiage in the form in this section. If you make a mistake, your written words in this section
475 will control the Agreement.
476 See RF707 for language provided by TN Realtors Attorney to be used in this section.

**Per TN Statute 62-13-312 #9 you must fill in the Time Limit of the Offer. CANNOT leave blank.

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

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

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

488 **WIRE FRAUD WARNING: Never trust wiring instructions sent via email. Cyber criminals are hacking email accounts****RF308**
489 **and sending emails with fake wiring instructions. These emails are convincing and sophisticated. Always independently**
490 **confirm wiring instructions in person or via a telephone call to a trusted and verified phone number. Never wire money**
491 **without double-checking that the wiring instructions are correct. NEVER ACCEPT WIRING INSTRUCTIONS FROM**
492 **YOUR AGENT OR BROKER. _____ Buyer Initials _____ Buyer Initials DO NOT skip having Buyer(s) initial here.**
Filling in Closing Agency info and using the RF308 Wire Fraud form protects everyone. Use all of these together to protect YOU!

493 Buyer hereby makes this offer. *If you are using a digital signing tool like Authentisign, Dotloop, etc. make sure and fill in*
494 *the dates and times. The writing is too small to read most of the time. You should always*
495 *fill in all the blanks on a form, enter n/a or draw a line. Do not leave blanks blank!*

_____	_____
BUYER	BUYER
_____ at _____ o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm	_____ at _____ o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm
Offer Date	Offer Date

498 Seller hereby:

499 **ACCEPTS** – accepts this offer.

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

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

502 _____

503 **SELLER** **SELLER**

504 _____ at _____ o'clock am/ pm _____ at _____ o'clock am/ pm

505 **Date** **Date**

**SEE lines 399-405 for further explanation of this Section. Must be filled in-it starts the clock counting.

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

For Information Purposes Only: *Make sure and fill this out completely. This is required by the CFPB for the Lender and Closing Agency forms.*

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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