

Before beginning to write up an offer you should already have your agency established using the appropriate forms. Buyer should have seen and signed the Property Condition Disclosure, Exemption Notice and (if applicable) Lead Based Paint Disclosure.

NEVER use TDB (to be determined), actual costs or negotiable in any blank on the form.

NEVER refer to the MLS information in this form.

FIXTURES: The Court determines a "fixture" with this test: M-method of attachment; A-agreement between the parties; R-relationship of the parties; I-intention of the parties; A-adaption of the article to the real property.

USE RF711 when recommending any Vendor to Buyer(s) or Seller(s).

*** ALWAYS use the most current version of all forms.

PURCHASE AND SALE AGREEMENT

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 Buyer(s) ("Buyer") agrees to buy and the
4 undersigned seller Full legal name of Seller(s) ("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 of property
7 (Address) Physical city of property (City), Tennessee, zip code (Zip), as recorded in
8 Physical county of property County Register of Deeds Office, book # deed book(s), page # page(s),
9 and/or Not the Tax ID number instrument number and as further described as:
10 Tax ID number, Lot number, Subdivision Name - If Condo, Use RF501 Condominium Legal Exhibit together with all
11 fixtures, landscaping, improvements, and appurtenances, all being hereinafter collectively referred to as the "Property."

If Condo
also use
RF709
Request
for Condo
Info

12 **A. INCLUDED** as part of the Property (if present): all attached light fixtures and bulbs including ceiling fans;
13 permanently attached plate glass mirrors; heating, cooling, and plumbing fixtures and equipment; all doors, storm
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)
17 remote controls; any wired electric vehicle wall charging stations; swimming pool and its equipment; awnings;
18 permanently installed outdoor cooking grills; all landscaping and all outdoor lighting; mailbox(es); attached basketball
19 goals and backboards; TV mounting brackets (inclusive of wall mount and TV brackets) but excluding flat screen
20 TVs); antennae and satellite dishes (excluding components); central vacuum systems and attachments; and all
21 available keys, key fobs, access codes, master codes or other methods necessary for access to the Property, including
22 mailboxes and/or amenities.

Ring
Products

23 **B. Other items that REMAIN** with the Property at no additional cost to Buyer:
24 **BE VERY SPECIFIC IN THIS SECTION. DO NOT use language such as, "As per MLS 1234567".**
25 **EXAMPLE LANGUAGE: Samsung side-by-side "Super Kool" model, stainless steel refrigerator.**

26 **C. Items that SHALL NOT REMAIN** with the Property:
27 Check Agent Remarks in your MLS to see if listing agent has listed any items that will not remain. If Buyer does not want to
28 ask for these items in above Section, list the items here for agreement between the parties that they will not remain.

29 **D. LEASED ITEMS:** Leased items that remain with the Property: (e.g., security systems, water softener systems, fuel
30 tank, etc.): List items that Seller currently leases. Can be found on Property Cond. Disclosure. If none, ASK!
31 Buyer shall assume any and all lease payments as of Closing. If leases are not assumable, the balance shall be paid in
32 full by Seller at or before Closing.

Make
sure to
check any
box you
want to be
a part of
the
Agreement

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

35 Buyer does not wish to assume Seller's current lease of Enter any item buyer does not want to assume lease of;
36 therefore, Seller shall have said lease cancelled and leased items removed from Property prior to Closing.

37 **E. FUEL:** Fuel, if any, shall be adjusted and charged to Buyer and credited to Seller at Closing at current market prices.

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

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

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

Get this
number
from
lender

Good faith is the foundation of all contracts. It means honesty and sincerity of intentions.

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

The loan shall be of the type selected below (Select the appropriate box.):

- Conventional Loan
- VA Loan; attach addendum RF625
- Other DO NOT use this for Cash
- FHA Loan; attach addendum RF625-VA/FHA Addendum
- Rural Development/USDA

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

NOTHING in this form allows Buyer to deviate from these Loan Obligations. Providing a PreApproval letter does not mean the buyer does not have to do these things. Loan Obligations: The Buyer agrees and/or certifies as follows:

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

Seller does NOT have a time limit to make demands

Should Buyer fail to timely comply with section 2.A.(1) and/or 2.A.(2) above and provide notice as required, Seller may make written demand for compliance via the Notification form or equivalent written notice. If Buyer does not furnish Seller the requested documentation within two (2) days after such demand for compliance, Buyer shall be considered in default and Seller's obligation to sell is terminated. See Section 14 for Default Info

B. If box is checked, line 88 cannot be left blank

Financing Contingency Waived (THIS BOX MUST BE CHECKED TO BE PART OF THIS AGREEMENT.) (e.g. "All Cash", etc.): Buyer's obligation to close shall not be subject to any financial contingency. Buyer reserves the right to obtain a loan. Buyer shall furnish proof of available funds to close in the following manner: **EXAMPLE: Bank documentation** (e.g. bank statement, Lender's commitment letter) within five (5) days after Binding Agreement Date. Should Buyer fail to do so, Seller may make written demand for compliance via the Notification form or equivalent written notice. If Buyer does not furnish Seller with the requested notice within two (2) days after such demand for compliance, Buyer shall be considered in default and Seller's obligation to sell is terminated. Failure to Close due to lack of funds shall be considered default by Buyer. See Section 14 for Default info

In the event this Agreement is contingent upon an appraisal (See Section 2.C. below), Buyer must order the appraisal and provide Seller with the name and telephone number of the appraisal company and proof that appraisal was ordered within five (5) days of the Binding Agreement Date. Should Buyer fail to do so, Seller may make written demand for compliance via the Notification form or equivalent written notice. If Buyer does not furnish Seller with the requested notice within two (2) days after such demand for compliance, Buyer shall be considered in default and Seller's obligation to sell is terminated. See Section 14 for Default info

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

- 1. This Agreement IS NOT contingent upon the appraised value either equaling or exceeding the agreed upon Purchase Price. Thereafter, failure to appraise shall not be used as the basis for loan denial or termination of Agreement.

103 2. This Agreement **IS CONTINGENT** upon the appraised value either equaling or exceeding the agreed
 104 upon Purchase Price. **If the appraised value is equal to or exceeds Purchase Price, this contingency is satisfied.**
 105 In consideration of Buyer having conducted an appraisal, the sufficiency of such consideration being hereby
 106 **If property does not appraise, you MUST** acknowledge, **if the appraised value of the Property does not equal or exceed the Purchase Price, Buyer** R656
 107 **stay on top of this** shall promptly notify the Seller via the Notification form or equivalent written notice. **Buyer shall then have** #4
 108 **contingency. Failure** three (3) days to either:
 109 **to meet deadlines** ①. waive the appraisal contingency via the Notification form or equivalent written notice RF656 #5
 110 **have consequences.** OR
 111 ②. terminate the Agreement by giving notice to Seller via the Notification Form or equivalent written RF656 #6
 112 notice. Upon timely termination, Buyer is entitled to a refund of the Earnest Money/Trust Money.
 113 **In the event Buyer fails to either waive the appraisal contingency or terminate the Agreement as set forth**
 114 **above, this contingency shall be deemed satisfied. Thereafter, failure to appraise shall not be used as the basis**
 115 **for loan denial or termination of Agreement. Seller shall have the right to request any supporting** RF656
 116 **documentation showing appraised value did not equal or exceed the agreed upon Purchase Price.** #26

117 **D. Closing Expenses. **NOTE: The name of this Section is NOT closing costs. Use same verbiage in Agreement for cohesiveness.**

118 The phrase, 1. **Seller Expenses.** Seller shall pay all existing loans and/or liens affecting the Property, including all penalties,
 119 "closing costs release preparation costs, and applicable recording costs; any accrued and/or outstanding association dues or fees;
 120 & prepaids" is fee (if any) to obtain lien payoff/estoppel letters/statement of accounts from any and all associations, property
 121 NOT found in management companies, mortgage holders or other liens affecting the Property; Seller's closing fee, document
 122 this document. preparation fee and/or attorney's fees; fee for preparation of deed; notary fee on deed; and financial institution
 123 Best Practice: (Bank, Credit Union, etc.) wire transfer fee or commercial courier service fee related to the disbursement of any
 124 DO NOT use lien payoff(s). Seller additionally agrees to permit any withholdings and/or to pay any additional sum due as is
 125 that phrase required under the Foreign Investment in Real Property Tax Act. Failure to do so shall constitute a default by
 126 when asking Seller.

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

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

142 Cannot leave 3. **Title Expenses.** Cost of title search, mortgagee's policy and owner's policy (rates to be as filed with the
 143 Line 144 blank Tennessee Department of Commerce and Insurance) shall be paid as follows:
 144 or use vague **DO NOT USE language such as, Seller/Buyer to pay customary- BE Specific and list who will pay for each item.**
 145 language. Be Simultaneous issue rates shall apply. It is the Buyer's responsibility to seek independent advice or counsel prior
 146 specific on to Closing from Buyer's Closing Agency regarding the availability and coverage provided under and American
 147 who will pay Land Title Association Standard Owner's Insurance Policy and, if available, an Extended Owner's Insurance
 148 each item listed Policy.

149 on Line 142 **Not all of the above items (Seller Expenses, Buyer Expenses and Title Expenses) are applicable to every transaction**
 150 **and may be modified as follows: This is where you modify the pre-printed language in Sections 1, 2 or 3 above.**
 151 **EXAMPLE: Seller shall pay Buyer Expenses not to exceed \$12,500.00. (enter true dollars)**

152
 153 ****IF you want to ask the Seller to pay all the Buyer's Expenses and the Title Expenses, On Line 144 write, See Lines 151-154.**
 154 **Then on Lines 151-154, write- Seller shall pay Buyer Expenses and Title Expenses not to exceed \$12,500.00 (enter true dollars)**

155 **Closing Agency for Buyer & Contact Information: Enter all information for the Title Co. or Closing Agency to protect all.**

156 **Section 9 of RESPA says a seller cannot require a buyer to close at a particular title company as a condition of sale. *Caveats***

157 **Closing Agency for Seller & Contact Information: Check MLS for info in case Seller wants to use their own Title Company.**

Best Practice: If Title Company is holding earnest/trust money have an Agreement in place with said Title Company including a clause that they will abide by the Agreement between the Buyer and the Seller and not require additional forms to be signed to release the earnest/trust money.

158 Enter all pertinent info for the protection of ALL. Remember, RESPA.

159 **3. Earnest Money/Trust Money.** Buyer has paid or shall pay within 3-5 days after the Binding Agreement Date to **RF656**
160 **Best** Name of party holding earnest/trust money (name of Holder) (“Holder”) located at **#7**
161 **practice:** Address of party holding earnest/trust money (address of Holder), an Earnest
162 **Get EM** Money/Trust Money deposit of \$ Number by check (OR
163 **when** Money Order, Wire. DO NOT take cash.) (“Earnest Money/Trust Money”).

164 **you** **A. Failure to Receive Earnest Money/Trust Money.** In the event Earnest Money/Trust Money (if applicable) is not
165 **write the** timely received by Holder or Earnest Money/Trust Money check or other instrument is not honored for any reason by
166 **offer.** the bank upon which it is drawn, **Holder shall promptly notify Buyer and Seller** of the Buyer’s failure to deposit the **RF656**
167 agreed upon Earnest Money/Trust Money. **Buyer shall** then have one (1) day to deliver Earnest Money/Trust Money **#29**
168 in immediately available funds to Holder. In the event Buyer does not deliver such funds, **Buyer is in default** and **#30**
169 **Seller shall have the right to terminate this Agreement** by delivering to Buyer or Buyer’s representative written notice **#31**
170 via the Notification form or equivalent written notice. In the event Buyer delivers the Earnest Money/Trust Money in
171 immediately available funds to Holder before Seller elects to terminate, Seller shall be deemed to have waived Seller’s
172 right to terminate, and the Agreement shall remain in full force and effect.

173 **B. Handling of Earnest Money/Trust Money upon Receipt by Holder.** Earnest Money/Trust Money (if applicable) is
174 to be deposited promptly after the Binding Agreement Date or the agreed upon delivery date in this Earnest
175 **Per TREC** Money/Trust Money section or as specified in the Special Stipulations section contained herein. Holder shall disburse
176 **Rule 1260** Earnest Money/Trust Money only as follows:
177 **02-.09** (a) at Closing to be applied as a credit toward Buyer’s Purchase Price; **RF481, unless indicated in this**
178 **#7** (b) upon a written agreement signed by all parties having an interest in the funds; **Agreement, then use RF656 as**
179 **NOTE:** (c) upon order of a court or arbitrator having jurisdiction over any dispute **involved** involving the Earnest **agreed**
180 **Title** Money/Trust Money;
181 **Companies** (d) upon a reasonable interpretation of the Agreement; or
182 **not bound** (e) upon the filing of an interpleader action with payment to be made to the clerk of the court having
183 **by TREC** jurisdiction over the matter.
184 **Rules**

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

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

191 **Cannot** **A. Closing Date.** This transaction shall be closed (“Closed”) (evidenced by delivery of warranty deed and payment of **RF657**
192 **leave this** **Purchase Price, the “Closing”**), and this Agreement shall expire, at 11:59 p.m. local time on the _____ day of **if closing**
193 **Section** _____, _____ (“Closing Date”), **or on such earlier date as may be agreed to by the** **early or**
194 **blank.** **parties in writing.** Such expiration does not extinguish a party’s right to pursue remedies in the event of default. Any **later than**
195 **extension of this date must be agreed to by the parties in writing** via the Closing Date/Possession Date Amendment or **date**
196 equivalent written agreement. **specified**

197 **1. Possession.** Possession of the Property is to be given (**Select the appropriate boxes below. Unselected items**
198 **shall not be part of this Agreement**):
199 **Must** at Closing as evidenced by delivery of warranty deed and payment of Purchase Price;
200 **check a** **OR** **RF626-Buyer move in early OR**
201 **box** as agreed in the attached and incorporated Temporary Occupancy Agreement; **RF627-Seller stay after Closing**

202 **B. Prorations.** Real estate taxes, rents, dues, maintenance fees, and association fees on said Property for the calendar
203 year in which the sale is Closed **shall be prorated as of the Closing Date.** If the final tax rate for the current year has
204 not been set by the Taxing Authority at time of Closing, the tax rate and property assessment for the immediately
205 preceding calendar year shall be utilized for calculation of the tax proration. In the event of a change or reassessment
206 of taxes for the calendar year after Closing, the parties agree to pay their recalculated share. Real estate taxes, rents,
207 dues, maintenance fees, and association fees for prior years and rollback taxes, if any, shall be paid by Seller.

208 **C. Greenbelt.** If property is currently classified by the property tax assessor as “Greenbelt” (**minimum of 15 acres or**
209 **otherwise qualifies**), does the Buyer intend to keep the property in the Greenbelt? (**Select the appropriate boxes**
210 **below. Unselected items shall not be part of this Agreement**):
211 Buyer intends to maintain the property’s Greenbelt classification and acknowledges that it is Buyer’s
212 responsibility to make timely and proper application to insure such status. **Buyer’s failure to timely and properly**

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213 **make application shall result in the assessment of rollback taxes for which Buyer shall be obligated to pay.** Buyer
214 should consult the tax assessor for the county where the property is located prior to making this offer to verify
215 that their intended use shall qualify for Greenbelt classification.

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

218 **D. Special Assessments.** Special assessments approved or levied prior to the Closing Date shall be paid by the Seller at
219 or prior to Closing unless otherwise agreed as follows:
220 N/A could cause an issue here. EXAMPLE: As stated on lines 218-219.

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

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

229 **5. Title and Conveyance.** **Do you have info on these items before writing the offer? See Section 11 for Buyer additional Due Diligence**

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

- 232 **Buyer should** (1) zoning;
233 **contact the** (2) setback requirements and general utility, sewer, and drainage easements of record on the Binding Agreement
234 **Title** Date upon which the improvements do not encroach;
235 **Company they** (3) subdivision and/or condominium declarations, covenants, restrictions, and easements of record on the
236 **selected to get** Binding Agreement Date; and
237 **info and** (4) leases and other encumbrances specified in this Agreement.
238 **answers to**

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

- 240 **BEFORE** (1) accept the Property with the defects **OR**
241 **Closing. See** (2) require Seller to remedy such defects prior to the Closing Date. **Buyer shall provide Seller with written notice** RF656
242 **RF304** **of such defects via the Notification form** or equivalent written notice. If defects are not remedied prior to #10
243 **Disclaimer** Closing Date, Buyer and Seller may elect to extend the Closing Date by mutual written agreement evidenced #11
244 **Notice** by the Closing Date/Possession Amendment form or other written equivalent. If defects are not remedied by
245 the Closing Date or any mutually agreed upon extension thereof, this Agreement shall terminate, and Buyer
246 shall be entitled to refund of Earnest Money/Trust Money.

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

252 **B.** Buyer warrants Buyer is not a sanctioned nonresident alien, sanctioned foreign business, or sanctioned foreign
253 government or an agent, trustee, or fiduciary thereof and therefore is not precluded from purchasing Property pursuant
254 to Tenn. Code Ann. §66-2-301, et seq.

255 **C. Deed.** Name(s) on Deed to be: Full legal name(s) of persons to be on the deed. It
256 is the **Buyer's responsibility** to consult the closing agency or attorney prior to Closing as to the manner in which Buyer
257 holds title.

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

262 **6. Public Water or Public Sewer Systems** **FHA and VA loan requirement. Ask Lender to verify if required for the Buyer.**

263 In the event it is discovered that Public Water or Public Sewer System is accessible to the Property and connection to the
264 Property is required by a governmental agency/authority or Lender, Buyer shall promptly notify the Seller via the
265 Notification form or equivalent written notice. Seller and Buyer shall have five (5) days following such written notice but
266 not later than the Closing Date to negotiate in good faith the payment for the cost and the connection to the Public Water
267 or Public Sewer System. In the event Seller and Buyer do not reach a mutual written agreement for the payment of such

RF656
#18

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Section 6 can cause an automatic termination if not settled by Closing.

cost or a mutually agreeable written extension of such time period as evidenced in an Amendment to this Agreement signed by both parties within such period of time, this Agreement is hereby terminated. If terminated the Buyer is entitled to a refund of the Earnest Money/Trust Money.

If applicable, This disclosure must be signed by the Buyer before the acceptance of a contract. See RF209- Federal law.

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

- does not apply.
- does apply (Property built prior to 1978 – see attached Lead-Based Paint Disclosure) RF209 supplied by Seller.

8. **Inspections.** Very specific details in this Section. TREC sent an email to ALL licensees July 2021. Ask your Broker for copy.

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

TN law defines what a home inspection is what it should and should NOT include. See TCA 62-6-3. Home inspections are visual only.

Buyer waives any objections to matters of purely cosmetic nature (e.g. decorative, color or finish items) disclosed by inspection. Buyer has no right to require repairs or alterations purely to meet current building codes, unless required to do so by governmental authorities.

B. **Initial Inspections.** Buyer and/or Buyer's inspectors/representatives shall have the right and responsibility to enter the Property during normal business hours, for the purpose of making inspections and/or tests of the Property. Buyer and/or Buyer's inspectors/representatives shall have the right to perform a visual analysis of the condition of the Property, any reasonably accessible installed components, the operation of the Property's systems including but not limited to the following components: heating systems, cooling systems, electrical systems, plumbing systems, structural components, foundations, roof coverings, exterior and interior components, any other site aspects that affect the Property, and environmental issues (e.g. radon, mold, asbestos, etc.).

See Section 11 for additional inspection items you must write in Special Stips.

Buyer is NOT allowed to have septic system dug up during inspection. Visual only. See Section 11

C. **Wood Destroying Insect Infestation Inspection Report.** If desired by Buyer or required by Buyer's Lender, it shall be Buyer's responsibility to obtain at Buyer's expense a Wood Destroying Insect Infestation Inspection Report (the "Report"), which shall be made by a Tennessee licensed and chartered pest control operator. Requests for treatment or for repair of damage, if any, should be addressed in the Buyer's request for repairs pursuant to Subsection 8.D., Buyer's Inspection and Resolution below.

D. **Buyer's Inspection and Resolution.** Within 5-7 days after the Binding Agreement Date ("Inspection Period"), Buyer shall cause to be conducted any inspection provided for herein, including but not limited to the Wood Destroying Insect Infestation Inspection Report AND shall provide written notice of such to Seller as described below. In the event Buyer fails to timely make such inspections and respond within said timeframe as described herein, the Buyer shall have forfeited any rights provided under this Section 8, and in such case shall accept the Property in its current condition, normal wear and tear excepted. Be diligent with timelines to avoid problems

After inspections are complete Buyer has three options to choose from.

In said notice Buyer shall either: Per TN Realtors legal hotline-DO NOT automatically send any portion of the home inspection report to anyone.

(1) In consideration of Buyer having conducted Buyer's good faith inspections as provided for herein, the sufficiency of such consideration being hereby acknowledged, Buyer shall furnish Seller with a list of written specified objections and immediately terminate this Agreement via the Notification form or equivalent written notice. All Earnest Money/Trust Money shall be returned to Buyer upon termination. RF656 #12

OR

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

OR

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

*NOTE: Agreement is for repairs and replacements, NOT servicing or cleaning anything.

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* NOTE: Number of days shown in blanks are examples only. However, if you use these same numbers the home inspection process should be over BEFORE the Buyer is required to pay for the appraisal as noted in Section 2. A. Loan Obligations (14 day Buyer Obligation).

322 During the Resolution
323 Period there is NOT an
324 option for the Buyer or the
325 Seller to terminate the
326 Agreement because they
327 cannot resolve the
328 Repair/Replacement
329 Proposal. There IS an
330 automatic termination if an
331 RF655 Repair/Replacement
332 Amendment is not signed
333 by both parties by 11:59pm
334 of the last day in the
335 Resolution Period. See lines
336 332-333.

Resolution Period. Seller and Buyer shall then have a period of 5-7 days following receipt of the above stated written list ("Resolution Period") to reach a mutual agreement as to the items to be repaired or replaced with like quality or value by Seller, which shall be evidenced by the Repair / Replacement Amendment or written equivalent(s). **The receipt by Seller of the above stated written list or Repair/Replacement Proposal marks the end of the Inspection Period and the beginning of the Resolution Period. The parties agree to negotiate repairs in good faith during the Resolution Period.** Buyer reserves the right to withdraw the above stated written list or Repair/Replacement Proposal during the Resolution Period via the Notification form or equivalent written notice. Upon withdrawal, Buyer shall be deemed to have accepted the Property in its present "AS IS" condition and Seller shall have no obligation to make repairs.

RF655

This Agreement shall terminate at the end of the Resolution Period with a refund of Earnest Money/Trust Money to the Buyer, unless one of the following occurs:

(1) Seller and Buyer enter into a Repair/Replacement Amendment or written equivalent(s);

OR

(2) Buyer provides written notice to Seller that Buyer is accepting Property "AS IS"; RF656 #13

OR

(3) Seller and Buyer enter into a written amendment extending the Resolution Period. RF653

339 Pass/Fail only
340 inspection

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

RF656 #13
to Accept
RF656 #12
to terminate

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

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

346 9. Completion of Repairs. In the event a Completion of Repairs Deadline is not established in a Repair/ Replacement
347 Amendment or written equivalent, the Buyer shall use the Final Inspection to determine that all repairs/ replacements
348 agreed to during the Resolution Period, if any, have been completed.

349 **In the event repairs have not been completed by the established deadline, Seller shall be considered in default of this Agreement and Buyer may terminate via the Notification Form or written equivalent.** Upon termination, Earnest Money/
350 Trust Money shall be returned to Buyer. #17

352 10. Final Inspection. Buyer and/or Buyer's inspectors/representatives shall have the right to conduct a final inspection of
353 Property on the Closing Date or within 1-2 day(s) prior to the Closing Date only to confirm Property is in the same or
354 better condition as it was on the Binding Agreement Date, normal wear and tear excepted. Property shall remain in such
355 condition until Closing at Seller's expense. **If either party refuses to sign this form, note the refusal on the form and keep for your records. This form is not required by law, but surely by your broker.**
356 **Closing of this sale constitutes acceptance of Property in its condition as of the time of Closing, unless otherwise**
357 **mutually agreed upon in writing.**

358 11. Buyer's Additional Due Diligence Options. **If any of the matters below are of concern to Buyer, Buyer should address**
359 **the concern by specific contingency in the Special Stipulations Section of this Agreement.** See RF707 Additional Contract Language

360 **A. Survey and Flood Certification.** Survey Work and Flood Certifications are the best means of identifying boundary
361 lines and/or encroachments and easements or flood zone classifications. Buyer may obtain a Mortgage Inspection or
362 Boundary Line Survey and Flood Zone Certifications. RF707 has

363 **B. Insurability.** Many different issues can affect the insurability and the rates of insurance for property. These include
364 factors such as changes in the Flood Zone Certifications, changes to the earthquake zones maps, the insurability of the
365 buyer, and previous claims made on the Property. It is the right and responsibility of Buyer to determine the
366 insurability, coverage and the cost of insuring the Property. It is also the responsibility of Buyer to determine whether
367 any exclusions shall apply to the insurability of said Property. the language to use to address these items in Special Stipulations

368 **C. Water Supply.** The system may or may not meet state and local requirements. It is the right and responsibility of
369 Buyer to determine the compliance of the system with state and local requirements. **[For additional information on**
370 **this subject, request the "Water Supply and Waste Disposal Notification" form.]** RF714

371 **D. Waste Disposal.** The system may or may not meet state and local requirements. It is the right and responsibility of
372 Buyer to determine the compliance of the system with state and local requirements. **In addition, Buyer may, for a fee,**
373 **obtain a septic system inspection letter from the Tennessee Department of Environment and Conservation, Division**

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*NOTE: Septic tank inspections, per TN law cannot be done by Home Inspectors, Home Inspections per TN law cannot include septic inspections. See 62-6-302 4. (f) Per the Agreement between the Buyer and the Seller, lines 372-374 the Buyer gets this information from TDEC, Division of Ground Water Protection - NOT Roto-Rooter or any of those types of companies.

374 of Ground Water Protection. [For additional information on this subject, request the “Water Supply and Waste
375 Disposal Notification” form.] RF714

376 E. **Title Exceptions.** At Closing, the general warranty deed shall be subject to subdivision and/or condominium
377 declarations, covenants, restrictions and easements of record, which may impose obligations and may limit the use of
378 the Property by Buyer.

379 **12. Disclaimer.** It is understood and agreed that the real estate firms and real estate licensee(s) representing or assisting Seller RF304
380 and/or Buyer and their brokers (collectively referred to as “Brokers”) are not parties to this Agreement and do not have or
381 assume liability for the performance or nonperformance of Seller or Buyer. Buyer and Seller agree that Brokers shall not
382 be responsible for any of the following, including but not limited to, those matters which could have been revealed through
383 a survey, flood certification, title search or inspection of the Property; the insurability of the Property or cost to insure the
384 Property; for the condition of the Property, any portion thereof, or any item therein; for any geological issues present on
385 the Property; for any issues arising out of the failure to physically inspect Property prior to entering into this Agreement
386 and/or Closing; for the necessity or cost of any repairs to the Property; for hazardous or toxic materials; for the tax or legal
387 consequences of this transaction; for the availability, capability, and/or cost of utility, sewer, septic, or community
388 amenities; for any proposed or pending condemnation actions involving Property; for applicable boundaries of school
389 districts or other school information; for the appraised or future value of the Property; for square footage or acreage of the
390 Property; for any condition(s) existing off the Property which may affect the Property; for the terms, conditions, and
391 availability of financing; and/or for the uses and zoning of the Property whether permitted or proposed. Buyer and Seller
392 acknowledge that Brokers are not experts with respect to the above matters and that they have not relied upon any advice,
393 representations or statements of Brokers (including their firms and affiliated licensees) and waive and shall not assert any
394 claims against Brokers (including their firms and affiliated licensees) involving same. Buyer and Seller understand that it
395 has been strongly recommended that if any of these or any other matters concerning the Property are of concern to them,
396 that they secure the services of appropriately credentialed experts and professionals of Buyer’s or Seller’s choice for the
397 independent expert advice and counsel relative thereto. Buyer and Seller acknowledge that photographs, marketing
398 materials, and digital media used in the marketing of the property may continue to remain in publication after Closing.
399 Buyer and Seller agree that Brokers shall not be liable for any uses of photographs, marketing materials or digital media
400 which the Broker is not in control.

401 **13. Brokerage.** As specified by separate agreement(s), the parties agree and acknowledge that the Brokers involved in this
402 transaction may receive compensation for their services; the compensation may come from more than one party. All
403 parties to this Agreement agree and acknowledge that any real estate firm involved in this transaction shall be deemed a
404 third-party beneficiary only for the purposes of enforcing their compensation rights, and as such, shall have the right to
405 maintain an action on this Agreement for any and all compensations due and any reasonable attorney’s fees and court
406 costs. Broker compensation is not set by law and compensation rates are fully negotiable.

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

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

420 **Home Protection Plan.** Who is paying _____ to pay \$ how much for the purchase of a limited home
421 protection plan to be funded at Closing. Plan Provider: Name of Home Warranty Company/Plan _____.
422 Ordered by: Who is going to place the order before closing and send info to Title Company? (Real Estate Company)

423 **Home Protection Plan waived.**

424 **16. Non-Assignability.** This Purchase and Sale Agreement shall not be assignable by the Buyer without prior written consent
425 by the Seller. Per TN Realtors Hotline Attorney-real estate licensees cannot draft language in this Agreement to change it to an
Assignability Agreement. An attorney must be hired by the Buyer/Seller for that. No language provided in RF707.

426 **17. Other Provisions.**

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

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

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

443 **D. Time of Essence.** Time is of the essence in this Agreement. **Buyers and Sellers MUST meet deadlines set out in this**
444 **Agreement. If deadlines are missed, there are consequences.**

445 **E. Terminology.** As the context may require in this Agreement: (1) the singular shall mean the plural and vice versa;
446 **Acceptanc** (2) all pronouns shall mean and include the person, entity, firm or corporation to which they relate; (3) the masculine
447 **e** shall mean the feminine and vice versa; and (4) the term day(s) used throughout this Agreement shall be deemed to
448 **is today,** be calendar day(s) ending at 11:59 p.m. local time unless otherwise specified in this Agreement. Local time shall be
449 **tomorrow** determined by the location of Property. **In the event a performance deadline, other than the Closing Date (as defined**
450 **is Day 1** herein), Date of Possession (as defined herein), Completion of Repair Deadline (as defined in the Repair/Replacement
451 **for** Amendment), and Offer Expiration Date (as defined in Time Limit of Offer Section), occurs on a Saturday, Sunday
452 **counting** or legal holiday, the performance deadline shall extend to the next following business day. Holidays as used herein
453 **days, no** are those days deemed federal holidays pursuant to 5 U.S.C. § 6103(a). In calculating any time period under this
454 **matter the** Agreement, the commencement shall be the day following the initial date (e.g. Binding Agreement Date).
455 **day of the**

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

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

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

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

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

DO NOT
change
days to
business
days. R U
practicing
law
without a
license?
See NAR
Window
to the Law
video.

- 477 **K. Alternative Dispute Resolution.** In the event the parties elect to utilize Alternative Dispute Resolution,
 478 incorporate "Resolution of Disputes by Mediation Addendum/Amendment" (RF629).
- 479 **L. Contract Construction.** This Agreement or any uncertainty or ambiguity herein shall not be construed against any
 480 party but shall be construed as if all parties to this Agreement jointly prepared this Agreement.
- 481 **M. Section Headings.** The Section Headings as used herein are for reference only and shall not be deemed to vary the
 482 content of this Agreement or limit the scope of any Section.

483 **18. Seller's Additional Obligations.** In addition to any other disclosure required by law, the Seller shall, prior to entering **Per TN law,**
 484 **into an Agreement with a Buyer, disclose in writing including acknowledgement of receipt:** (a) the presence of any known **Buyer(s)**
 485 exterior injection well or sinkhole (as defined in TCA § 66-5-212) on the property; (b) the results of any known percolation **must see**
 486 test or soil absorption rate performed on the property that is determined or accepted by the Department of Environment and **and sign**
 487 Conservation; (c) if the property is located in a Planned Unit Development (PUD); (d) if the property is located in a PUD, make **Disclosure**
 488 available to the Buyer a copy of the development's restrictive covenants, homeowner bylaws and master deed upon request; **forms**
 489 (e) if any single-family residence located on the Property has been moved from an existing foundation to another foundation **BEFORE**
 490 where such information is known to the Seller; and (f) if a permit for a subsurface sewage disposal system for the Property was **the**
 491 issued during a sewer moratorium pursuant to TCA § 68-221-409. If so, Buyer may have a future obligation to connect to the **Acceptance**
 492 public sewer system. **of a**
contract

493 **19. Method of Execution.** The parties agree that signatures and initials transmitted by facsimile, other photocopy transmittal,
 494 or by transmittal of digital signature as defined by the applicable State or Federal law shall be acceptable and may be treated
 495 as originals and that the final Purchase and Sale Agreement containing all signatures and initials may be executed partially by
 496 original signature and partially on facsimile, other photocopy documents, or by digital signature as defined by the applicable
 497 State or Federal law.

498 **20. Exhibits and Addenda.** All exhibits and/or addenda attached hereto, listed below, or referenced herein are made a part
 499 of this Agreement: Only forms with the word Exhibit or Addendum are entered into this Section.
 500 No agency forms, no disclosure forms, no compensation forms, etc.
 501 EXAMPLE: VA/FHA Addendum RF625; Buyer's First Right of Refusal Addendum RF623, etc.
 502 _____

503 **21. Special Stipulations.** The following Special Stipulations, **if conflicting with any preceding section, shall control:**
 504 Use Sparingly. DO NOT practice law without a license by crafting contingencies and other language. Consult your Broker.
 505 _____
 506 EXAMPLE USE: Lines 77-78: This Agreement is contingent on the sale or lease of other real property. See RF623, Buyer's
 507 First Right of Refusal Addendum attached to this Agreement.
 508 _____
 509 EXAMPLE USE: Seller shall have the HVAC system serviced and provide documentation to the Buyer before the Final
 510 Inspection.
 511 _____
 512 EXAMPLE USE: Seller shall pay \$ _____ or _____ % of the Purchase Price of the Property to Selling Broker at Closing.
 513 _____
 514 Do not "re-iterate" any portion of the Agreement in this space.

CANNOT leave this Section blank per TCA 62-13-312 #9. Must enter an expiration date of the offer.

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

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

520 **NOTE: Any provisions of this Agreement which are preceded by a box "☐" must be marked to be a part of this**
 521 **Agreement. Any blank herein that is not otherwise completed shall be deemed to be zero or not applicable.**

522 **WIRE FRAUD WARNING: Never trust wiring instructions sent via email. Cyber criminals are hacking email accounts**
 523 **and sending emails with fake wiring instructions. These emails are convincing and sophisticated. Always independently**
 524 **confirm wiring instructions in person or via a telephone call to a trusted and verified phone number. Never wire money**
 525 **without double-checking that the wiring instructions are correct. NEVER ACCEPT WIRING INSTRUCTIONS FROM**
 526 **YOUR AGENT OR BROKER. ALWAYS use RF308 Wire Fraud Notice with ALL Buyers and Sellers.**

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BY AFFIXING YOUR SIGNATURE BELOW, YOU ACKNOWLEDGE THAT YOU HAVE REVIEWED AND UNDERSTAND ALL TERMS OF THIS AGREEMENT.

Make sure and complete the date and time as it is a necessary and important item in the offer. DO NOT depend on your digital signing tool for dates and times.

527 Buyer hereby makes this offer.

528 _____

529 **BUYER** _____ **BUYER** _____

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

531 **Offer Date** _____ **Offer Date** _____

532 Seller hereby: **Per TREC Rule 1260-02-.08: Licensee MUST request Seller to note the rejection of offer and return to offeror or offeror's agent. Providing a signed rejection can "prove" an offer was presented. See Code of Ethics Article 1 SOP 1-7**

533 **ACCEPTS** – accepts this offer.

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

535 **REJECTS** – rejects this offer and makes no counter offer.

536 _____

537 **SELLER** _____ **SELLER** _____

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

539 **Date** _____ **Date** _____

540 **Acknowledgement of Receipt.** _____ hereby acknowledges receipt of the final accepted offer

541 on _____ at _____ o'clock am/ pm, and this shall be referred to as the Binding Agreement Date for

542 purposes of establishing performance deadlines as set forth in the Agreement.

See Lines 435-436: EITHER licensee can insert the date and time of the Acknowledgement of Receipt. This date begins the clock for ALL deadlines in this form. DO NOT DELAY!

For Information Purposes Only: Lenders and Title Companies need this info for their files. Fill it out!

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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