



**2024 TENNESSEE REALTORS® MID-YEAR FORMS CHANGES  
JULY 19, 2024**

# EXCLUSIVE RIGHT TO SELL LISTING AGREEMENT (Designated Agency)

1 **BROKER (listing company):** \_\_\_\_\_

2 **ADDRESS OF COMPANY:** \_\_\_\_\_

3 **OWNER/SELLER ("Seller" or "Client"):** \_\_\_\_\_

4 **ADDRESS OF OWNER/SELLER:** \_\_\_\_\_

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

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

9 \_\_\_\_\_ (Address)  
10 \_\_\_\_\_ (City), Tennessee, \_\_\_\_\_ (Zip), as recorded in  
11 \_\_\_\_\_ County Register of Deeds Office, \_\_\_\_\_ deed book(s),  
12 page(s), and/or \_\_\_\_\_ instrument number, and further described as:

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

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

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

28 \_\_\_\_\_

29 \_\_\_\_\_  
30 C. Items that shall **NOT** remain with the Property:

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32 \_\_\_\_\_  
33 **D. Leased Items:** Leased items that remain with the Property are (e.g. security systems, water softener systems, etc.):

34 \_\_\_\_\_

35 \_\_\_\_\_

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

37 **2. THE LISTING PRICE:** \$ \_\_\_\_\_ ( \_\_\_\_\_ Dollars)

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

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

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OR

on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

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

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

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

6. **SELLER CONCESSIONS:** Seller is hereby notified that a buyer may request certain concessions in any offer to purchase. These concessions may include items such as home warranty, repairs, money toward buyer's closing expenses, buyer broker compensation, etc. All such concessions are purely negotiable within a purchase and sale agreement.

7. **COMPENSATION: BROKER COMPENSATION IS NOT SET BY LAW AND COMPENSATION RATES ARE FULLY NEGOTIABLE.**

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

**Cooperating Compensation:** Broker is authorized to offer a cooperative compensation in the amount of \$ \_\_\_\_\_ or \_\_\_\_\_ % of Selling Price/monthly rental amount to a Selling Agent or Facilitator (an agent who is representing the interests of and/or is working with the Buyer/Tenant) who is the procuring cause of the transaction. **This percentage shall be taken from the percentage agreed to be paid to Listing Broker.**

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

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

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

Broker is hereby granted the authority to advertise this listing on the Internet. Broker is additionally permitted to file this listing with any Multiple Listing Service (MLS) or similar service(s) of which Broker is a member. Seller understands and agrees that by placing the listing on the MLS or these similar services, the listing may be included in a searchable database provided by the MLS or similar service which can be viewed on other agents' websites. Seller also agrees that the listing may also appear on publicly accessible websites sponsored by and/or affiliated with the MLS, the local association of Realtors®, or similar listing services and those who lawfully receive listing information from said entities.

Broker shall provide timely notice to MLS of status changes and shall use best efforts to produce a Buyer. **Broker is**

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100 authorized to communicate any offer of cooperating compensation to prospective Selling Agents or Facilitators and may  
101 divide compensation with other real estate licensees for cooperation in connection with the sale or lease of the Property.  
102 ~~Broker shall offer a cooperative compensation in the amount of \_\_\_\_\_% of Selling Price/monthly rental amount or~~  
103 ~~\$ \_\_\_\_\_ to a Selling Agent or Facilitator (an agent who is representing the interests of~~  
104 ~~and/or is working with the Buyer/Tenant) who is the procuring cause of the transaction and is a member participant of any~~  
105 ~~MLS(es) in which Property is listed. Broker may offer a cooperative compensation in the amount of \_\_\_\_\_% of Selling~~  
106 ~~Price/monthly rental amount or \$ \_\_\_\_\_ to a Selling Agent or Facilitator (an agent who is representing~~  
107 ~~the interests of and/or is working with the Buyer/Tenant) who is the procuring cause of the transaction and is not a member~~  
108 ~~of the MLS(es) in which the Property is listed. In this event, Broker shall notify Seller in writing that a cooperative~~  
109 ~~compensation is being offered to that nonmember agent.~~ Seller shall assist Broker in any reasonable way in selling  
110 Property and shall refer to Broker all inquiries regarding this Property during the term of the Agreement, and any extensions  
111 or renewals thereof, and authorizes Broker to provide final sales information to the MLS for the purpose of compiling  
112 comparable sales data reports.

113 Broker is authorized to place a real estate sign and lock box on the Property and to remove all other real estate signs; to  
114 disseminate the Tennessee Residential Property Condition Disclosure, Disclaimer, Exemption, or Tennessee Residential  
115 Property Disclosure form and the Multiple Listing Profile Sheet as well as the Lead-Based Paint Disclosure form (if  
116 required by law and if such information is not otherwise disseminated); to exhibit said Property to any prospective Buyer;  
117 and to have interior/exterior photographs/videos taken, and/or audio recorded for the creation of any advertising materials  
118 of said Property to be used and distributed in promoting the sale and to use same to advertise the Property on the Internet  
119 or other broadcast media; and to do such advertising as Broker deems appropriate. In the event that Seller provides  
120 photographs, videos or other copyrightable materials to Broker, Seller grants Brokers a nonrevocable license to such  
121 material and the authority to grant license to Broker's MLS for storage; reproduction, compiling and distribution of said  
122 material. Seller shall allow the Property to be shown at all reasonable hours and otherwise cooperate with Broker.

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

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

137 **9. FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA") DISCLOSURE.**

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

142 *Non United States citizen;*

143 *Non resident alien; or*

144 *Foreign corporation, partnership, trust, or estate*

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

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

147 Seller agrees to carefully review the information on the Multiple Listing Profile Sheet and to complete either the Tennessee  
148 Residential Property Condition Disclosure, Disclaimer, Exemption, or Tennessee Residential Property Disclosure form  
149 and to sign said documents. Seller also agrees to complete the Lead-Based Paint Disclosure if required by law and said  
150 information has not otherwise been disclosed in writing. Seller has not advised Broker and/or Broker's affiliated Licensees  
151 (hereinafter "Agents") of any defects in the Property or the improvements located thereon, except as shall be noted on the  
152 Multiple Listing Profile Sheet and the Tennessee Residential Property Condition Disclosure, Disclaimer, Exemption, or  
153 Tennessee Residential Property Disclosure form signed by the Seller. Seller is not aware of any other defect or

154 environmental factor which would affect the value of or structural integrity of improvements on the Property or the health  
155 of future occupants. Seller agrees that Seller shall be solely responsible for any misrepresentations or mistakes on the  
156 listing data wherein Seller has supplied such information on the attached Multiple Listing Profile Sheet, Tennessee  
157 Residential Property Condition Disclosure, Disclaimer, Exemption, or Tennessee Residential Property Disclosure form;  
158 the Lead-Based Paint Disclosure (if required by law). Seller further agrees to hold Agents and firm harmless and indemnify  
159 them from any claim, demand, action, liability or proceedings resulting from any omission, alleged omission or  
160 misrepresentation by Seller on said forms and/or for any material fact that is known or should be known by Seller  
161 concerning the Property and that is not disclosed to Agents and to provide for defense costs including reasonable attorney's  
162 fee for Agents and firm in such an event. Seller is not aware of any other defect, environmental factors or adverse facts  
163 (as defined in Tenn. Code Ann § 62-13-102) concerning the Property.

164 **Seller is responsible for compliance with state or federal law regarding usage of video or audio recording devices**  
165 **while marketing or showing the property. Seller should seek legal advice regarding their rights or limitations**  
166 **related to their actions.**

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

175 Seller acknowledges and agrees that Broker:

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

## 191 11. EXPERT ASSISTANCE

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

## 198 12. AGENCY

### 199 A. Definitions.

- 200 1. **Broker.** In this Agreement, the term "Broker" shall mean a licensed Tennessee real estate broker or brokerage  
201 firm and where the context would indicate, the Broker's affiliated licensees.
- 202 2. **Designated Agent for the Seller.** The individual licensee that has been assigned by the Managing Broker and is  
203 working as an agent for the Seller or Property Owner in this consumer's prospective transaction, to the exclusion  
204 of all other licensees in the company. Even if someone else in the licensee's company represents a possible Buyer  
205 for this Seller's Property, the Designated Agent for the Seller shall continue to work as an advocate for the best  
206 interests of the Seller or Property Owner. An agency relationship of this type cannot, by law, be established  
207 without a written agency agreement.



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3. **Facilitator/Transaction Broker (not an agent for either party).** The licensee is not working as an agent for either party in this consumer’s prospective transaction. A Facilitator may advise either or both of the parties to a transaction but cannot be considered a representative or advocate of either party. “Transaction Broker” may be used synonymously with, or in lieu of, “Facilitator” as used in any disclosures, forms or agreements. [By law, any Licensee or company who has not entered into a written agency agreement with either party in the transaction is considered a Facilitator or Transaction Broker until such time as an agency agreement is established.]
  4. **Dual agency.** The licensee has agreements to provide services as an agent to more than one (1) party in a specific transaction and in which the interests of such parties are adverse. This agency status may only be employed upon full disclosure to each party and with each party’s informed consent.
  5. **Adverse Facts.** “Adverse Facts” means conditions or occurrences generally recognized by competent licensees that have a negative impact on the value of the real estate, significantly reduce the structural integrity of improvements to real property or present a significant health risk to occupants of the property.
  6. **Confidentiality.** By law, every licensee is obligated to protect some information as confidential. This includes any information revealed by a consumer which may be helpful to the other party IF it was revealed by the consumer BEFORE the licensee disclosed any agency relationship with that other party. AFTER the licensee discloses that licensee has an agency relationship with another party, any such information which the consumer THEN reveals must be passed on by the licensee to that other party.

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

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

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

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**C. Duties owed to Client.**

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

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1. Obey all lawful instructions of the client when such instructions are within the scope of the agency agreement between the licensee and licensee’s client;
  2. Be loyal to the interests of the client. Licensee must place the interests of the client before all others in negotiation of a transaction and in other activities, except where such loyalty/duty would violate licensee’s duties to a customer in the transaction; and
  3. Unless the following duties are specifically and individually waived in writing by a client, licensee shall assist the client by:

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- 260 A. Scheduling all Property showings on behalf of the client;  
261 B. Receiving all offers and counter offers and forwarding them promptly to the client;  
262 C. Answering any questions that the client may have in negotiation of a successful purchase agreement  
263 within the scope of the licensee's expertise; and  
264 D. Advising the client as to whatever forms, procedures and steps are needed after execution of the purchase  
265 agreement for a successful closing of the transaction.

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

269 **D. Seller's Authorizations.**

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

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

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

298 15. **HOME PROTECTION PLAN.**

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

300 Plan company: \_\_\_\_\_

301 **OR**

- 302  Home Protection waived.

303 16. **OTHER PROVISIONS.**

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

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

- 312 C. **Terminology.** As the context may require in this Agreement: (1) the singular shall mean the plural and vice versa;  
313 (2) all pronouns shall mean and include the person, entity, firm or corporation to which they relate; (3) the masculine  
314 shall mean the feminine and vice versa; and (4) the term day(s) used throughout this Agreement shall be deemed to  
315 be calendar day(s) ending at 11:59 p.m. local time unless otherwise specified in this Agreement. Local time shall be  
316 determined by the location of Property.
- 317 D. **Severability.** If any portion or provision of this Agreement is held or adjudicated to be invalid or unenforceable for  
318 any reason, each such portion or provision shall be severed from the remaining portions or provisions of this  
319 Agreement, and the remaining portions or provisions shall be unaffected and remain in full force and effect.
- 320 E. **Fair Housing.** Broker and Broker's affiliated Licensees shall provide services without regard to race, color, creed,  
321 religion, sex, handicap, familial status, national origin, sexual orientation or gender identity. A request to observe  
322 discriminatory practices in the sale, lease, exchange, or option of property will not be granted.

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

329 18. **CONFIDENTIALITY.** Information which Seller authorizes Broker and Broker's affiliated Licensees to disclose which  
330 might otherwise be confidential:  
331 \_\_\_\_\_  
332 \_\_\_\_\_  
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334 19. **EXHIBITS AND ADDENDA.** All exhibits and/or addenda attached hereto, listed below, or referenced herein are  
335 made a part of this Agreement.  
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340 20. **SPECIAL STIPULATIONS.** The following Special Stipulations, if conflicting with any preceding section, shall  
341 control:  
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362 \_\_\_\_\_



363 **NOTE: Any provisions of this Agreement which are preceded by a “□” must be marked if a part of this Agreement.**

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

365	_____	_____
366	<b>BY: Broker or Licensee Authorized by Broker</b>	<b>BROKER/FIRM</b>
367	_____ at _____ o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm	_____
368	<b>Date</b>	Address
369	_____	Phone: _____
370	Print/Type Name	Email: _____
371		

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

373	_____	_____
374	<b>SELLER/OWNER</b>	<b>SELLER/OWNER</b>
375	_____	_____
376	Print/Type Name	Print/Type Name
377	_____ at _____ o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm	_____ at _____ o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm
378	<b>Date</b>	<b>Date</b>
379	_____	_____
380	Address	Address
381	Phone: _____ (H) _____ (Cell)	Phone: _____ (H) _____ (Cell)
382	_____ (W) Email: _____	_____ (W) Email: _____

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# EXCLUSIVE BUYER REPRESENTATION AGREEMENT (Designated Agency)

1 **Broker/Firm:** \_\_\_\_\_

2 **Address of Firm:** \_\_\_\_\_

3 **Buyer:** \_\_\_\_\_

4 **1. TERM.**

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

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

18 **A. General Description, Size and Location:** \_\_\_\_\_

20 **B. Price Range & Terms:** \_\_\_\_\_

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

23 **D. Other Terms/Conditions:** \_\_\_\_\_

24 **E. Properties Specifically Exempted from this Agreement:** \_\_\_\_\_

26 **3. CLIENT DUTIES.**

27 Buyer agrees:

28 A. To Purchase property exclusively through Broker during the term of this Agreement;

29 B. To furnish Broker on a timely basis with any necessary personal and/or financial information to ensure Client’s ability  
30 to Purchase;

31 C. That Client is not under an exclusive right to buy contract or exclusive buyer representation agreement with any other  
32 agent at this time;

33 ~~D. That if Client utilizes the services of another real estate broker or deals solely with a Seller’s Agent or the Seller  
34 directly at any time during the effective period of this Agreement and/or any extensions thereof and then enters into  
35 an agreement with a seller/owner to Purchase any property(ies) described above, the Buyer still owes a commission  
36 to the Broker provided herein;~~

37 ~~E. To authorize Broker to negotiate for a fee paid by the Seller and/or the Seller’s agent, the payment of which shall be  
38 fully disclosed to Client. If a fee is not offered or paid to Broker, Client agrees to pay Broker a total of  
39 \$ \_\_\_\_\_ or \_\_\_\_\_ % compensation based on the total sale price. In the event the buyer broker  
40 compensation herein is considered a non allowable pursuant to VA guidelines and thus cannot be paid by Buyer, this  
41 obligation is waived by Broker. In the event that Buyer leases a property in lieu of purchase, the Buyer agrees to pay~~

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

**FD. Termination.** Should the Broker consent to release this Representation Agreement prior to the expiration of the term of this Agreement or any extensions, Buyer agrees to pay all costs incurred by Broker or other amount as agreed to by the parties as a cancellation fee, in addition to any other sums that may be due to Broker.

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

**HF.** That Client has reviewed this Agreement and agrees with the terms herein.

#### 4. COMPENSATION.

##### **BROKER COMPENSATION IS NOT SET BY LAW AND COMPENSATION RATES ARE FULLY NEGOTIABLE.**

- A. Compensation for Broker's Services:** Broker shall be compensated an amount of \$ \_\_\_\_\_ or \_\_\_\_\_ % based on the total sale price in consideration of Broker's services as described herein.
- B. Compensation from Seller:** Buyer authorizes Broker to negotiate with the Seller and/or the Seller's agent for this fee, the payment of which shall be fully disclosed to Buyer.
- C. Difference:** In the event that the amount of any cooperating compensation paid by Seller or Seller's broker is less than the amount listed above, Buyer agrees to pay Broker the difference at closing.
- D. Compensation if Buyer Leases:** In the event that Buyer leases a property in lieu of purchase, the Buyer agrees to pay Broker a total of \$ \_\_\_\_\_ in compensation unless otherwise stated herein.
- E. Cap on Compensation:** If Broker is an MLS participant, Broker shall not receive compensation from any source that exceeds the amount listed above.
- F. VA Buyer:** In the event the buyer broker compensation herein is considered a non-allowable pursuant to VA guidelines and thus cannot be paid by Buyer, this obligation is waived by Broker.
- G.** Broker's fee is earned at the signing by both parties of an agreement to purchase, lease, exchange or the exercise of an option for any property(ies) as described above and is due at the closing of any such transaction or upon possession of property unless otherwise stated herein. In the event that Buyer defaults on performance of a valid contract for sale, lease, exchange or exercised option, Broker's fee shall be due on the date of default. Buyer agrees to pay all reasonable attorney's fees together with any court costs and expenses which real estate firm incurs in enforcing any of Buyer's obligations to pay compensation under this Agreement. The parties hereby agree that all remedies are fair and equitable and neither party shall assert the lack of mutuality of remedies as a defense in the event of a dispute.
- H.** The payment of any fee by Seller shall not make Broker either the Agent or Subagent of the Seller.
- I.** If Client utilizes the services of another real estate broker or deals solely with a Seller's Agent or the Seller directly at any time during the effective period of this Agreement and/or any extensions thereof and then enters into an agreement with a seller/owner to Purchase any property(ies) described above, the Buyer still owes a commission to the Broker provided herein.

94 **5. AGENCY.**

95 **A. Definitions**

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

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

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

- 126 1. To diligently exercise reasonable skill and care in providing services to all parties to the transaction;
- 127 2. To disclose to each party to the transaction any Adverse Facts of which Licensee has actual notice or knowledge;
- 128 3. To maintain for each party in a transaction the confidentiality of any information obtained by a Licensee prior to  
129 disclosure to all parties of a written agency agreement entered into by the Licensee to represent either or both  
130 parties in the transaction. This duty of confidentiality extends to any information that the party would reasonably  
131 expect to be held in confidence, except for information which the party has authorized for disclosure or  
132 information required by law to be disclosed;
- 133 4. To provide services to each party to the transaction with honesty and good faith;
- 134 5. To disclose to each party to the transaction timely and accurate information regarding market conditions that  
135 might affect such transaction only when such information is available through public records and when such  
136 information is requested by a party;
- 137 6. To give timely account for earnest money deposits and all other property received from any party to a transaction;  
138 and
- 139 7. A. To refrain from engaging in self-dealing or acting on behalf of Licensee’s immediate family, or on behalf  
140 of any other individual, organization or business entity in which Licensee has a personal interest without  
141 prior disclosure of such personal interest and the timely written consent of all parties to the transaction; and
- 142 B. To refrain from recommending to any party to the transaction the use of services of another individual,  
143 organization or business entity in which the Licensee has an interest or from whom the Licensee may receive

144 a referral fee or other compensation for the referrals, other than referrals to other Licensees to provide real  
145 estate services, without timely disclosing to the party who receives the referral, the Licensee's interest in  
146 such referral or the fact that a referral fee may be received.

147 **C. Duties Owed to Client.**

148 **In addition to the above, the Licensee has the following duties to Client if the Licensee has become an agent or**  
149 **Designated Agent in a transaction:**

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

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

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

168 During the effective period of this Agreement:

- 169 1. Client should not contact listing agents directly and should make all arrangements to view and inspect  
170 property through Broker;
- 171 2. In the event Client comes into contact with a Seller's Agent(s) (for example, at an open house viewing),  
172 Client shall immediately inform the Seller's Agent(s) that Client is represented by Broker; and
- 173 3. If Client purchases property(ies) covered by this Agreement through another real estate licensee or a Seller's  
174 Agent(s) or directly from a Seller, Client understands that Client still owes a commission to the Broker as set  
175 forth in this Agreement.

176 **E. Buyer's Authorizations.**

177 1. **Appointment of Designated Agent.** Buyer hereby authorizes Managing Broker to appoint the Selling Licensee  
178 as Designated Agent for the Buyer, to the exclusion of any other licensees associated with Broker. A Designated  
179 Agent for the Buyer can and shall continue to advocate Buyer's interests in a transaction even if a Designated  
180 Agent for the Seller (other than the Licensee listed below) is also associated with Broker. The Managing Broker  
181 hereby appoints \_\_\_\_\_ to be the Designated  
182 Agent for the Buyer in this transaction.

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

187 3. **Default to Facilitator in the event that both parties are represented by the same Designated Agent.** The  
188 Designated Agent shall default to Facilitator status for all showings or transactions *involving the same Designated*  
189 *Agent for both the Buyer and a prospective Seller*, immediately notifying (verbally) the Buyer and the Seller of  
190 the need to default to this Facilitator status to be confirmed in writing prior to the execution of the contract. Upon  
191 any default to Facilitator status, the former Designated Agent must assume a neutral position and shall not be an  
192 advocate for either the Buyer or any prospective Seller.

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193 4. **Resumption of Agency Status.** In the event that the Designated Agent defaults to a Facilitator status, this  
194 Facilitator status shall only be temporary. The Facilitator status shall only last until any transaction or  
195 contemplated transaction in which the parties are all assisted by the same Facilitator is resolved (either because  
196 the transaction is closed or the transaction or contemplated transaction is terminated or not accepted and no further  
197 negotiations occur between the parties). At that time, the Agent shall immediately revert back to Designated  
198 Agency status for the Buyer.

199 **6. CONFIDENTIALITY.**

200 Information which the Buyer authorizes Broker and Broker's affiliated Licensees to disclose which might otherwise be  
201 confidential: \_\_\_\_\_  
202 \_\_\_\_\_

203 **7. EARNEST MONEY/TRUST MONEY.**

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

208 **8. LIMITATIONS ON BROKER'S AUTHORITY AND RESPONSIBILITY.**

209 Buyer acknowledges and agrees that Broker and Designated Agent:

- 210 A. May show the same properties to other prospective buyers;
- 211 B. Is not an expert with regard to matters that could be revealed through a survey, title search, or inspection; the  
212 insurability of the property or cost to insure the property; for the condition of the property, any portion thereof, or any  
213 item therein; for any geological issues present on the property; for any issues arising out of the failure to inspect  
214 property prior to entering into an agreement to Purchase property and/or closing on property; for the necessity or cost  
215 of any repairs to property; hazardous or toxic materials; square footage; acreage; the availability and cost of utilities,  
216 septic or community amenities; conditions existing off a property which may affect said property; proposed or pending  
217 condemnation actions involving the property; uses and zoning of a property, whether permitted or proposed; for  
218 applicable boundaries of school districts or other school information; termites and wood destroying organisms;  
219 building products and construction techniques; the tax or legal consequences of a contemplated transaction; matters  
220 relating to financing; for the appraised or future value of a property; etc. Buyer acknowledges that Broker is not an  
221 expert with respect to the above matters and is hereby advised to seek independent expert advice on any of these or  
222 other matters which are of concern to Buyer;
- 223 C. Shall owe no duties to Buyer nor have any authority to act on behalf of Buyer other than what is set forth in this  
224 Agreement and the duties contained in the Tennessee Real Estate License Act of 1973, as amended, and the Tennessee  
225 Real Estate Commission Rules; and
- 226 D. May make all disclosures required by law and/or the National Association of Realtors® Code of Ethics.
- 227 E. **Hereby advises Buyer of the possibility that some properties may utilize security devices that record physical  
228 movements or audio conversations. Therefore, Buyers should limit making comments concerning the value,  
229 features, or condition while viewing any property.**

230 **9. SANCTIONED FOREIGN BUSINESSES, GOVERNMENTS, AND NONRESIDENT ALIENS.**

231 Buyer is hereby notified that Pursuant to Tenn. Code Ann. §66-2-301, et seq., a sanctioned nonresident alien, sanctioned  
232 foreign business or sanctioned foreign government or an agent, trustee, or fiduciary thereof shall not purchase or otherwise  
233 acquire real property in this state if the country where the sanctioned nonresident alien resides, the sanctioned foreign  
234 business is located, or the official sanctioned foreign government representing the country, or agents, trustees, of fiduciaries  
235 thereof is on the Office of Foreign Assets Control of the U.S. Department of Treasury's sanctions programs and country  
236 information list.

237 Buyer warrants Buyer is not a sanctioned nonresident alien as defined in Tenn. Code Ann. §66-2-301 and is not an agent,  
238 trustee, or fiduciary of a sanctioned foreign business or sanctioned foreign government as defined in Tenn. Code Ann. §66-  
239 2-301.

240 **10. EXPERT ASSISTANCE.**

241 While Broker and the Licensees associated with Broker have considerable general knowledge of the real estate industry  
242 and real estate practices, they are not experts in matters of law, tax, financing, square footage, home inspections, wood  
243 destroying organisms, surveying, structural conditions, geological issues, hazardous materials, engineering, etc. Client

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244 acknowledges Broker's advice to seek professional assistance and advice in these and other areas of professional expertise  
245 as needed. If Broker or licensees associated with Broker provide names or sources to Client for such advice or assistance,  
246 those services and / or products are not warranted or guaranteed by the Broker or the Licensees associated with Broker.

247 **11. OTHER PROVISIONS.**

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

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

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

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

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

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

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

275 \_\_\_\_\_  
276 \_\_\_\_\_  
277 \_\_\_\_\_  
278 \_\_\_\_\_  
279 \_\_\_\_\_  
280 \_\_\_\_\_  
281 \_\_\_\_\_  
282 \_\_\_\_\_  
283 \_\_\_\_\_  
284 \_\_\_\_\_

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

286 \_\_\_\_\_  
287 \_\_\_\_\_  
288 \_\_\_\_\_  
289 \_\_\_\_\_  
290 \_\_\_\_\_  
291 \_\_\_\_\_  
292 \_\_\_\_\_  
293 \_\_\_\_\_

294

295

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

296

297

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

**BROKER/FIRM**

298

\_\_\_\_\_ at \_\_\_\_\_ o'clock  am/  pm

299

Date

Address

300

Phone: \_\_\_\_\_

301

Print/Type Name

302

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

303

304

**BUYER**

**BUYER**

305

Print/Type Name

Print/Type Name

306

307

\_\_\_\_\_ at \_\_\_\_\_ o'clock  am/  pm

\_\_\_\_\_ at \_\_\_\_\_ o'clock  am/  pm

308

Date

Date

309

310

Address

Address

311

Phone: \_\_\_\_\_ (H) \_\_\_\_\_ (Cell)

Phone: \_\_\_\_\_ (H) \_\_\_\_\_ (Cell)

312

\_\_\_\_\_ (W) Email: \_\_\_\_\_

\_\_\_\_\_ (W) Email: \_\_\_\_\_

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DRAFT SPECIMEN

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**~~NON-EXCLUSIVE BUYER REPRESENTATION AGREEMENT~~**  
**~~(Designated Agency)~~**

**WRITTEN AGREEMENT WITH BUYER BEFORE TOURING A HOME**  
**(with option to create non-exclusive agency)**

1 **Broker/Firm:** \_\_\_\_\_

2 **Address of Firm:** \_\_\_\_\_

3 **Buyer:** \_\_\_\_\_

4 **1. TERM.**

5 For and in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt  
6 and sufficiency of which is hereby acknowledged, this Agreement is entered into on this \_\_\_\_\_ day of  
7 \_\_\_\_\_, 20\_\_ (“Effective Date”) by and between the undersigned \_\_\_\_\_ (“~~Client~~” or “Buyer”) and Firm/Broker  
8 of \_\_\_\_\_ (“Broker”), Broker shall ~~act as~~  
9 ~~Client’s non-exclusive agent to~~ locate property for ~~Client’s~~ Buyer’s purchase, lease, exchange or option (collectively  
10 “Purchase”) during the term of this agreement, ~~and to advocate the Client’s best interests in the negotiation of terms and~~  
11 ~~conditions of any such Purchase.~~ This ~~Buyer Representation Agreement~~ **Written Agreement with Buyer Before Touring**  
12 **Home** (“Agreement”) begins on the Effective Date and terminates at 11:59 p.m., local time, on \_\_\_\_\_,  
13 \_\_\_\_\_, or at the closing (or in the case of a lease, the date of possession) of any Purchase under this Agreement, if  
14 such occurs earlier.  
15

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

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

18 \_\_\_\_\_

19 **B. Price Range & Terms:** \_\_\_\_\_

20 **C. Sources to be Searched for Property:** \_\_\_\_\_

21 \_\_\_\_\_

22 **D. Other Terms/Conditions:** \_\_\_\_\_

23 **E. Properties Specifically Exempted from this Agreement:** \_\_\_\_\_

24 \_\_\_\_\_

25 **3. ~~CLIENT~~ BUYER DUTIES.**

26 Buyer agrees:

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

29 **B.** That ~~Client~~ Buyer is not under an exclusive right to buy contract or exclusive buyer’s representation agreement with  
30 any other agent at this time.

31 **C.** ~~To authorize Broker to negotiate for a fee paid by the Seller and/or the Seller’s agent, the payment of which shall be~~  
32 ~~fully disclosed to Client. If a fee is not offered or paid to Broker, Client agrees to pay Broker a total of~~  
33 ~~\$ \_\_\_\_\_ or \_\_\_\_\_% compensation based on the total sale price of any properties achieved through~~  
34 ~~the efforts of Broker. In the event the buyer broker compensation herein is considered a non-allowable pursuant to~~  
35 ~~VA guidelines and thus cannot be paid by Buyer, this obligation is waived by Broker. In the event that Buyer leases a~~  
36 ~~property in lieu of purchase achieved through the efforts of Broker, the Buyer agrees to pay Broker a total of~~  
37 ~~\$ \_\_\_\_\_ in compensation unless otherwise stated herein. In the event that the amount of any cooperating~~

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

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

#### 4. COMPENSATION.

**BROKER COMPENSATION IS NOT SET BY LAW AND COMPENSATION RATES ARE FULLY NEGOTIABLE.**

- A. Compensation for Broker's Services:** Broker shall be compensated an amount of \$ \_\_\_\_\_ or \_\_\_\_\_ % based on the total sale price in consideration of Broker's services as described herein.
- B. Compensation from Seller:** Buyer authorizes Broker to negotiate with the Seller and/or the Seller's agent for this fee, the payment of which shall be fully disclosed to ~~Client~~ Buyer.
- C. Difference:** In the event that the amount of any cooperating compensation paid by Seller or Seller's broker is less than the amount listed above, Buyer agrees to pay Broker the difference at closing.
- D. Compensation if Buyer Leases:** In the event that Buyer leases a property in lieu of purchase, the Buyer agrees to pay Broker a total of \$ \_\_\_\_\_ in compensation unless otherwise stated herein.
- E. Cap on Compensation:** If Broker is an MLS participant, Broker shall not receive compensation from any source that exceeds the amount listed above.
- F. VA Buyer:** In the event the buyer broker compensation herein is considered a non-allowable pursuant to VA guidelines and thus cannot be paid by Buyer, this obligation is waived by Broker.
- G.** Broker's fee is earned at the signing by both parties of an agreement to purchase, lease, exchange or the exercise of an option for any property(ies) as described above and is due at the closing of any such transaction or upon possession of property unless otherwise stated herein. In the event that Buyer defaults on performance of a valid contract for sale, lease, exchange or exercised option, Broker's fee shall be due on the date of default. Buyer agrees to pay all reasonable attorney's fees together with any court costs and expenses which real estate firm incurs in enforcing any of Buyer's obligations to pay compensation under this Agreement. The parties hereby agree that all remedies are fair and equitable and neither party shall assert the lack of mutuality of remedies as a defense in the event of a dispute.
- H.** The payment of any fee by Seller shall not make Broker either the Agent or Subagent of the Seller.
- I.** If Client utilizes the services of another real estate broker or deals solely with a Seller's Agent or the Seller directly at any time during the effective period of this Agreement and/or any extensions thereof and then enters into an agreement with a seller/owner to Purchase any property(ies) described above and introduced by Broker, the Buyer still owes a commission to the Broker provided herein.

#### 5. AGENCY

##### A. Definitions

- Broker.** In this Agreement, the term "Broker" shall mean a licensed Tennessee real estate broker or brokerage firm and where the context would indicate, the Broker's affiliated licensees, including but not limited to the Designated Agent.
- Designated Agent for the Buyer.** The individual licensee that has been assigned by the Managing Broker and is working as an agent for the Buyer in this consumer's prospective transaction, to the exclusion of all other licensees in the company. Even if someone else in the licensee's company represents a Seller of a prospective



90 property, the Designated Agent for the Buyer shall continue to work as an advocate for the best interests of the  
91 Buyer. An agency relationship, by law, can only be established by a written agency agreement.

- 92 **3. Facilitator/Transaction Broker (not an agent for either party).** The licensee is not working as an agent for  
93 either party in this consumer's prospective transaction. A Facilitator may advise either or both of the parties to a  
94 transaction but cannot be considered a representative or advocate of either party. By law, any licensee or company  
95 who has not entered into a written agency agreement with either party in the transaction is considered a Facilitator  
96 or Transaction Broker until such time as an agency agreement is established.
- 97 **4. Dual agency.** The licensee has agreements to provide services as an agent to more than one (1) party in a specific  
98 transaction and in which the interests of such parties are adverse. This agency status may only be employed upon  
99 full disclosure to each party and with each party's informed consent.
- 100 **5. Adverse Facts.** "Adverse Facts" means conditions or occurrences generally recognized by competent licensees  
101 that have a negative impact on the value of the real estate, significantly reduce the structural integrity of  
102 improvements to real property or present a significant health risk to occupants of the property.
- 103 **6. Confidentiality.** By law, every licensee is obligated to protect some information as confidential. This includes  
104 any information revealed by a consumer which may be helpful to the other party IF it was revealed by the  
105 consumer BEFORE the licensee disclosed any agency relationship with that other party. AFTER the licensee  
106 discloses that licensee has an agency relationship with another party, any such information which the consumer  
107 THEN reveals must be passed on by the licensee to that other party. Buyer understands that there is a possibility  
108 that sellers or sellers' representatives may not treat the existence, terms, or conditions of offers as confidential  
109 unless confidentiality is required by law, regulation, or by any confidentiality agreement between the parties.

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

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

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

135 **C. Duties Owed to Client.**

136 **In addition to the above, the Licensee has the following duties to Client if the Licensee has become an agent or**  
137 **Designated Agent in a transaction:**

- 138 1. Obey all lawful instructions of the Client when such instructions are within the scope of this agency agreement  
139 between the Licensee and the Buyer/Client;
- 140 2. Be loyal to the interests of the Client. A Licensee must place the interests of the Client before all others in  
141 negotiation of a transaction and in other activities, except where such loyalty duty would violate Licensee's duties  
142 to a customer in the transaction; and

- 143 3. Unless the following duties are specifically and individually waived in writing by a Client, Licensee shall assist  
144 the Client by:  
145 A. Scheduling all property showings on behalf of the Client;  
146 B. Receiving all offers and counter offers and forwarding them promptly to the Client;  
147 C. Answering any questions that the Client may have in negotiation of a successful purchase within the scope  
148 of the Licensee's expertise; and  
149 D. Advising the Client as to whatever forms, procedures and steps are needed after execution of the purchase  
150 agreement for a successful closing of the transaction.  
151 Upon Waiver of any of the above duties listed under subparagraph 4.C.3., the Client may not expect or seek  
152 assistance from any other licensees in the transaction for the performance of said duties.

153 **D. Relationship.**

154 **At this time, Buyer wishes to retain Broker in the following capacity (if no box is checked, a Facilitator**  
155 **relationship will be created with this Agreement):**

156  **Non-Exclusive Designated Agency**

157  **Facilitator**

158 **E. Buyer's Agency Authorizations.**

- 159 1. **Appointment of Designated Agent.** Buyer hereby authorizes Managing Broker to appoint the Selling Licensee  
160 as Designated Agent for the Buyer, to the exclusion of any other licensees associated with Broker. A Designated  
161 Agent for the Buyer can and shall continue to advocate Buyer's interests in a transaction even if a Designated  
162 Agent for the Seller (other than the Licensee listed below) is also associated with Broker. The Managing Broker  
163 hereby appoints \_\_\_\_\_ to be the Designated  
164 Agent for the Buyer in this transaction.
- 165 2. **Appointment of Subsequent Designated Agent.** Buyer hereby authorizes the Managing Broker, if necessary,  
166 to appoint a licensee, other than the Licensee named above, as Designated Agent for the Buyer, to the exclusion  
167 of any other licensees associated with Broker. This shall be accomplished through an amendment to this  
168 Agreement, if necessary.
- 169 3. **Default to Facilitator in the event that both parties are represented by the same Designated Agent.** The  
170 Designated Agent shall default to Facilitator status for all showings or transactions *involving the same Designated*  
171 *Agent for both the Buyer and a prospective Seller*, immediately notifying (verbally) the Buyer and the Seller of  
172 the need to default to this Facilitator status to be confirmed in writing prior to the execution of the contract. Upon  
173 any default to Facilitator status, the former Designated Agent must assume a neutral position and shall not be an  
174 advocate for either the Buyer or any prospective Sellers.
- 175 4. **Resumption of Agency Status.** In the event that the Designated Agent defaults to a Facilitator status, this  
176 Facilitator status shall only be temporary. The Facilitator status shall only last until any transaction or  
177 contemplated transaction in which the parties are all represented by the same Facilitator is resolved (either because  
178 the transaction is closed or the transaction or contemplated transaction is terminated or not accepted and no further  
179 negotiations occur between the parties). At that time, the Agent shall immediately revert back to Designated  
180 Agency status for the Buyer.

181 **F. Facilitator Status.** Pursuant to Tenn. Code Ann. §62-13-401, a real estate licensee may provide real estate services  
182 to any party in a prospective transaction, with or without an agency relationship to one (1) or more parties to the  
183 transaction. Until such time as a licensee enters into a specific written agreement to establish an agency relationship  
184 with one (1) or more parties to a transaction, the licensee shall be considered a facilitator and shall not be considered  
185 an agent or advocate of any party to the transaction. An agency or subagency relationship shall not be assumed, implied  
186 or created without a written bilateral agreement that establishes the terms and conditions of the agency or subagency  
187 relationship.

188 If Designated Agency status was not selected above, this Agreement does not create nor establish terms and conditions  
189 of an agency or subagency relationship, but rather, is limited to Buyer's desire to view properties in exchange for  
190 compensation to Broker as set forth above. It is acknowledged by all parties that Broker is acting as a facilitator in  
191 any transaction involving Buyer unless otherwise agreed in a written agency agreement.

192 **6. CONFIDENTIALITY.** Information which the Buyer authorizes Broker and Broker's affiliated Licensees to disclose  
193 which might otherwise be confidential:  
194 \_\_\_\_\_

195  
196  
197

198 **7. EARNEST MONEY/TRUST MONEY.**

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

203 **8. LIMITATIONS ON BROKER'S AUTHORITY AND RESPONSIBILITY.**

204 Buyer acknowledges and agrees that Broker ~~and Designated Agent~~:

- 205 A. May show the same properties to other prospective buyers;
- 206 B. Is not an expert with regard to matters that could be revealed through a survey, title search, or inspection; the  
207 insurability of the property or cost to insure the property; for the condition of the property, any portion thereof, or any  
208 item therein; for any geological issues present on the property; for any issues arising out of the failure to inspect  
209 property prior to entering into an agreement to Purchase property and/or closing on property; for the necessity or cost  
210 of any repairs to property; hazardous or toxic materials; square footage; acreage; the availability and cost of utilities,  
211 septic, or community amenities; conditions existing off a property which may affect said property; proposed or  
212 pending condemnation actions involving the property; uses and zoning of a property, whether permitted or proposed;  
213 for applicable boundaries of school districts or other school information; termites and wood destroying organisms;  
214 building products and construction techniques; the tax or legal consequences of a contemplated transaction; matters  
215 relating to financing; for the appraised or future value of a property; etc. Buyer acknowledges that Broker is not an  
216 expert with respect to the above matters and is hereby advised to seek independent expert advice on any of these or  
217 other matters which are of concern to Buyer;
- 218 C. Shall owe no duties to Buyer nor have any authority to act on behalf of Buyer other than what is set forth in this  
219 Agreement and the duties contained in the Tennessee Real Estate License Act of 1973, as amended, and the Tennessee  
220 Real Estate Commission Rules; and
- 221 D. May make all disclosures required by law and/or the National Association of Realtors® Code of Ethics.
- 222 E. **Hereby advises Buyer of the possibility that some properties may utilize security devices that record physical**  
223 **movements or audio conversations. Therefore, Buyers should limit making comments concerning the value,**  
224 **features, or condition while viewing any property.**

225 **9. SANCTIONED FOREIGN BUSINESSES, GOVERNMENTS, AND NONRESIDENT ALIENS**

226 Buyer is hereby notified that Pursuant to Tenn. Code Ann. §66-2-301, et seq., a sanctioned nonresident alien, sanctioned  
227 foreign business or sanctioned foreign government or an agent, trustee, or fiduciary thereof shall not purchase or otherwise  
228 acquire real property in this state if the country where the sanctioned nonresident alien resides, the sanctioned foreign  
229 business is located, or the official sanctioned foreign government representing the country, or agents, trustees, of fiduciaries  
230 thereof is on the Office of Foreign Assets Control of the U.S. Department of Treasury's sanctions programs and country  
231 information list.

232 Buyer warrants Buyer is not a sanctioned nonresident alien as defined in Tenn. Code Ann. §66-2-301 and is not an agent,  
233 trustee, or fiduciary of a sanctioned foreign business or sanctioned foreign government as defined in Tenn. Code Ann. §66-  
234 2-301.

235 **10. EXPERT ASSISTANCE.**

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

243 **11. OTHER PROVISIONS.**

- 244 **A. Binding Effect, Entire Agreement, Modification, and Assignment.** This Agreement shall be for the benefit of, and  
245 be binding upon, the parties hereto, their heirs, successors, legal representatives and permitted assigns. This

246 Agreement may only be assigned with the written consent of both parties. This Agreement constitutes the sole and  
247 entire agreement between the parties hereto and no modification of this Agreement shall be binding unless signed by  
248 all parties or assigns to this Agreement. No representation, promise, or inducement not included in this Agreement  
249 shall be binding upon any party hereto. Any assignee shall fulfill all the terms and conditions of this Agreement.

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

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

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

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

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

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

272 \_\_\_\_\_  
273 \_\_\_\_\_  
274 \_\_\_\_\_  
275 \_\_\_\_\_  
276 \_\_\_\_\_  
277 \_\_\_\_\_  
278 \_\_\_\_\_  
279 \_\_\_\_\_  
280 \_\_\_\_\_

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

283 \_\_\_\_\_  
284 \_\_\_\_\_  
285 \_\_\_\_\_  
286 \_\_\_\_\_  
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The party(ies) below have signed and acknowledge receipt of a copy.

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

**BROKER/FIRM**

\_\_\_\_\_ at \_\_\_\_\_ o'clock  am/  pm

Date

Address

Print/Type Name

Phone: \_\_\_\_\_

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

**BUYER**

**BUYER**

Print/Type Name

Print/Type Name

\_\_\_\_\_ at \_\_\_\_\_ o'clock  am/  pm

Date

\_\_\_\_\_ at \_\_\_\_\_ o'clock  am/  pm

Date

Address

Address

Phone: \_\_\_\_\_ (H) \_\_\_\_\_ (Cell)

Phone: \_\_\_\_\_ (H) \_\_\_\_\_ (Cell)

(W) Email: \_\_\_\_\_

(W) Email: \_\_\_\_\_

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# 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 \_\_\_\_\_ (“Buyer”) agrees to buy and the  
4 undersigned seller \_\_\_\_\_ (“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: \_\_\_\_\_  
7 (Address) \_\_\_\_\_ (City), Tennessee, \_\_\_\_\_ (Zip), as recorded in  
8 \_\_\_\_\_ County Register of Deeds Office, \_\_\_\_\_ deed book(s), \_\_\_\_\_ page(s),  
9 and/or \_\_\_\_\_ instrument number and as further described as:

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

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.

23 **B. Other items that REMAIN** with the Property at no additional cost to Buyer:

24 \_\_\_\_\_  
25 \_\_\_\_\_  
26 **C. Items that SHALL NOT REMAIN** with the Property:

27 \_\_\_\_\_  
28 \_\_\_\_\_  
29 **D. LEASED ITEMS:** Leased items that remain with the Property: (e.g., security systems, water softener systems, fuel  
30 tank, etc.): \_\_\_\_\_.

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.

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 \_\_\_\_\_;  
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: \$ \_\_\_\_\_,

41 \_\_\_\_\_ 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 \_\_\_\_\_% 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

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

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

- 56  Conventional Loan  FHA Loan; attach addendum  
57  VA Loan; attach addendum  Rural Development/USDA  
58  Other \_\_\_\_\_

59 Buyer may apply for a loan with different terms and conditions and also Close the transaction provided all other terms  
60 and conditions of this Agreement are fulfilled, and the new loan does not increase any costs charged to Seller. Buyer  
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.

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

- 64 (1) Within three (3) days after the Binding Agreement Date, Buyer shall make application for the loan and shall  
65 pay for credit report. Buyer shall immediately notify Seller or Seller's representative of having applied for  
66 the loan and provide Lender's name and contact information, and that Buyer has instructed Lender to order  
67 credit report. Such certifications shall be made via the Notification form or equivalent written notice;  
68 (2) Within fourteen (14) days after the Binding Agreement Date, Buyer shall warrant and represent to Seller via  
69 the Notification form or equivalent written notice that:  
70 a. Buyer has secured evidence of hazard insurance which shall be effective at Closing and Buyer shall  
71 notify Seller of the name of the hazard insurance company;  
72 b. Buyer has notified Lender of an Intent to Proceed and has available funds to Close per the signed  
73 Loan Estimate; and  
74 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 (5) Unless otherwise stated in this Agreement, Buyer represents that this loan is not contingent upon the lease or  
78 sale of any other real property and the same shall not be used as the basis for loan denial; and  
79 (6) Buyer shall not intentionally make any material changes in Buyer's financial condition which would  
80 adversely affect Buyer's ability to obtain the Primary Loan or any other loan referenced herein.

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

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

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.

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

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

- 2. This Agreement **IS CONTINGENT** upon the appraised value either equaling or exceeding the agreed upon Purchase Price. If the appraised value is equal to or exceeds Purchase Price, this contingency is satisfied. In consideration of Buyer having conducted an appraisal, the sufficiency of such consideration being hereby acknowledged, if the appraised value of the Property does not equal or exceed the Purchase Price, Buyer shall promptly notify the Seller via the Notification form or equivalent written notice. Buyer shall then have three (3) days to either:
  1. waive the appraisal contingency via the Notification form or equivalent written notice
  - OR**
  2. terminate the Agreement by giving notice to Seller via the Notification Form or equivalent written notice. Upon timely termination, Buyer is entitled to a refund of the Earnest Money/Trust Money.
 In the event Buyer fails to either waive the appraisal contingency or terminate the Agreement as set forth above, this contingency shall be deemed satisfied. Thereafter, failure to appraise shall not be used as the basis for loan denial or termination of Agreement. Seller shall have the right to request any supporting documentation showing appraised value did not equal or exceed the agreed upon Purchase Price.

**D. Closing Expenses.**

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

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

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

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

Simultaneous issue rates shall apply. It is the Buyer's responsibility to seek independent advice or counsel prior to Closing from Buyer's Closing Agency regarding the availability and coverage provided under and American Land Title Association Standard Owner's Insurance Policy and, if available, an Extended Owner's Insurance Policy.

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Closing Agency for Buyer & Contact Information:** \_\_\_\_\_

**Closing Agency for Seller & Contact Information:** \_\_\_\_\_

3. **Earnest Money/Trust Money.** Buyer has paid or shall pay within \_\_\_\_\_ days after the Binding Agreement Date to \_\_\_\_\_ (name of Holder) (“Holder”) located at \_\_\_\_\_ (address of Holder), an Earnest Money/Trust Money deposit of \$ \_\_\_\_\_ by check (OR \_\_\_\_\_) (“Earnest Money/Trust Money”).

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

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

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

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

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

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

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

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

**OR**

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

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

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

- Buyer intends to maintain the property’s Greenbelt classification and acknowledges that it is Buyer’s responsibility to make timely and proper application to insure such status. Buyer’s failure to timely and properly

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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

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.**

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 (1) zoning;  
233 (2) setback requirements and general utility, sewer, and drainage easements of record on the Binding Agreement  
234 Date upon which the improvements do not encroach;  
235 (3) subdivision and/or condominium declarations, covenants, restrictions, and easements of record on the  
236 Binding Agreement Date; and  
237 (4) leases and other encumbrances specified in this Agreement.

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 (1) accept the Property with the defects **OR**  
241 (2) require Seller to remedy such defects prior to the Closing Date. Buyer shall provide Seller with written notice  
242 of such defects via the Notification form or equivalent written notice. If defects are not remedied prior to  
243 Closing Date, Buyer and Seller may elect to extend the Closing Date by mutual written agreement evidenced  
244 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: \_\_\_\_\_ 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**

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

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

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

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

273 **8. Inspections.**

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

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

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

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

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

310 **In said notice Buyer shall either:**

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

315 **OR**

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

318 **OR**

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

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

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

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

335 OR

336 (2) Buyer provides written notice to Seller that Buyer is accepting Property “AS IS”;

337 OR

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

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

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

344 **Buyer, having been advised of the benefits of inspections, waives any and all Inspection Rights under this**  
345 **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  
350 Agreement and Buyer may terminate via the Notification Form or written equivalent. Upon termination, Earnest Money/  
351 Trust Money shall be returned to Buyer.

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 \_\_\_ 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.

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.

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.

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.

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.]

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

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  
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), ~~Seller agrees to pay Listing Broker at Closing the agreed upon~~  
402 ~~compensation. The Listing Broker shall direct the closing agency to pay the Selling Broker, from the compensation~~  
403 ~~received, an amount in accordance with the terms and provisions specified by separate agreement. The~~ parties agree and  
404 acknowledge that the Brokers involved in this transaction may receive compensation **for their services; the compensation**  
405 **may come** from more than one party. All parties to this Agreement agree and acknowledge that any real estate firm  
406 involved in this transaction shall be deemed a third party beneficiary only for the purposes of enforcing their ~~commission~~  
407 **compensation** rights, and as such, shall have the right to maintain an action on this Agreement for any and all  
408 compensations due and any reasonable attorney’s fees and court costs. **Broker compensation is not set by law and**  
409 **compensation rates are fully negotiable.**

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

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

423  **Home Protection Plan.** \_\_\_\_\_ to pay \$ \_\_\_\_\_ for the purchase of a limited home  
424 protection plan to be funded at Closing. Plan Provider: \_\_\_\_\_.  
425 Ordered by: \_\_\_\_\_ (Real Estate Company)

426  **Home Protection Plan waived.**

427

428 **16. Non-Assignability.** This Purchase and Sale Agreement shall not be assignable by the Buyer without prior written consent  
429 by the Seller.

430 **17. Other Provisions.**

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

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

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

447 **D. Time of Essence.** Time is of the essence in this Agreement.

448 **E. Terminology.** As the context may require in this Agreement; (1) the singular shall mean the plural and vice versa;  
449 (2) all pronouns shall mean and include the person, entity, firm or corporation to which they relate; (3) the masculine  
450 shall mean the feminine and vice versa; and (4) the term day(s) used throughout this Agreement shall be deemed to  
451 be calendar day(s) ending at 11:59 p.m. local time unless otherwise specified in this Agreement. Local time shall be  
452 determined by the location of Property. **In the event a performance deadline**, other than the Closing Date (as defined  
453 herein), Date of Possession (as defined herein), Completion of Repair Deadline (as defined in the Repair/Replacement  
454 Amendment), and Offer Expiration Date (as defined in Time Limit of Offer Section), occurs on a Saturday, Sunday  
455 or legal holiday, the performance deadline shall extend to the next following business day. Holidays as used herein  
456 are those days deemed federal holidays pursuant to 5 U.S.C. § 6103(a). In calculating any time period under this  
457 Agreement, the commencement shall be the day following the initial date (e.g. Binding Agreement Date).

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

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

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

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

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



479 event that the contract fails due to the severed provisions, then the offending language shall be amended to be in  
480 conformity with state and federal law.

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

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

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

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

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

502 **20. Exhibits and Addenda.** All exhibits and/or addenda attached hereto, listed below, or referenced herein are made a part  
503 of this Agreement: \_\_\_\_\_  
504 \_\_\_\_\_  
505 \_\_\_\_\_  
506 \_\_\_\_\_

507 **21. Special Stipulations.** The following Special Stipulations, if conflicting with any preceding section, shall control:  
508 \_\_\_\_\_  
509 \_\_\_\_\_  
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518 \_\_\_\_\_

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

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

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

526 **WIRE FRAUD WARNING: Never trust wiring instructions sent via email. Cyber criminals are hacking email accounts**  
527 **and sending emails with fake wiring instructions. These emails are convincing and sophisticated. Always independently**



528 confirm wiring instructions in person or via a telephone call to a trusted and verified phone number. Never wire money  
529 without double-checking that the wiring instructions are correct. NEVER ACCEPT WIRING INSTRUCTIONS FROM  
530 YOUR AGENT OR BROKER.

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

531 Buyer hereby makes this offer.

532 \_\_\_\_\_

533 **BUYER** \_\_\_\_\_ **BUYER** \_\_\_\_\_

534 \_\_\_\_\_ at \_\_\_\_\_ o'clock  am/  pm \_\_\_\_\_ at \_\_\_\_\_ o'clock  am/  pm

535 **Offer Date** \_\_\_\_\_ **Offer Date** \_\_\_\_\_

536 Seller hereby:

537  **ACCEPTS** – accepts this offer.

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

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

540 \_\_\_\_\_

541 **SELLER** \_\_\_\_\_ **SELLER** \_\_\_\_\_

542 \_\_\_\_\_ at \_\_\_\_\_ o'clock  am/  pm \_\_\_\_\_ at \_\_\_\_\_ o'clock  am/  pm

543 **Date** \_\_\_\_\_ **Date** \_\_\_\_\_

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

**For Information Purposes Only:**

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

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**ADDITIONAL CONTRACT LANGUAGE**  
**(Language to be inserted in Offers, Counters,**  
**Addenda, Amendments or Special Stipulations)**

1 These paragraphs are provided as examples of situations that may occur during real estate transactions. They are listed here  
2 for your use to be inserted into the appropriate forms.

3 1. SELLER TO PAY BUYER EXPENSES.

4 Note: To be inserted in the Closing Expenses paragraph of the Purchase and Sale Agreement

5 Seller to pay \_\_\_\_\_% of the Purchase Price or pay \$ \_\_\_\_\_ towards Buyer Expenses as identified herein.

6 2. REDUCTION IN PRICE IN LIEU OF REPAIRS.

7 In the event that a buyer wishes to waive repairs after Buyer has submitted a list of items to be repaired or replaced, Buyer  
8 may do so. This could include a reduction of the purchase price, or an agreement for the seller to pay more Buyer Expenses.  
9 You would accomplish this through the use of an Amendment (form RF653). In that form, include one or more of the  
10 following:

11 1. Seller is not required to make any repairs to the Property.

12 2. Seller is to pay \_\_\_\_\_ in Buyer Expenses.

13 3. Sales price to be \$ \_\_\_\_\_.

14 (or those items to which the parties agree.)

15 3. ASSESSMENTS OR LIENS.

16 The parties hereto are aware that there is a \_\_\_\_\_ assessment or lien against the within described Property in  
17 the amount of \$ \_\_\_\_\_. Said assessment or lien shall be paid by \_\_\_\_\_ at the closing of this sale.

18 4. CONTINGENCIES.

19 A. Square Footage

20 This Agreement is contingent upon the actual square footage of the Property being no less than \_\_\_\_\_ square feet.  
21 Should the appraised square footage be less than this amount, then Buyer may terminate this Agreement and all Earnest  
22 Money/Trust Money shall be refunded to Buyer and Seller agrees to reimburse Buyer for any and all out of pocket  
23 expenses incurred by the Buyer, including, but not limited to the appraisal and inspection costs

24 B. Is Contingent on Sale of Property.

25 This Agreement is contingent upon the sale and closing of the property located at \_\_\_\_\_

26 \_\_\_\_\_ (“Buyer’s Property”) on or before the Closing Date of this  
27 Agreement. If Buyer’s Property does not close on or before the Closing Date of this Agreement, Buyer may terminate  
28 this Agreement with written notice to Seller with refund of Earnest Money/Trust Money to Buyer.

29 C. Approval of Others.

30 This Agreement is contingent upon \_\_\_\_\_ viewing and approving the above-described Property and  
31 Buyer shall notify Seller or Broker on or before \_\_\_\_\_ that the Property is acceptable or unacceptable.  
32 If unacceptable to \_\_\_\_\_, Buyer shall provide written notice within the said timeframe to Seller that Buyer  
33 is exercising Buyer’s right to terminate this Agreement and all Earnest Money/Trust Money shall be refunded to Buyer  
34 in full, in which event all parties agree to execute all applicable documentation. In the event this contingency is not  
35 removed by the date set above, this contingency shall be deemed waived and the Agreement shall remain in full force  
36 and effect.

37 D. Sellers Right to Find Suitable Housing.

38 This contract is expressly conditional upon Sellers entering into a written contract to purchase or lease property  
39 acceptable to Seller on or before \_\_\_\_\_, \_\_\_\_\_. In the event Seller does not contract for an  
40 acceptable property on or before said date, Seller may terminate the Agreement with written notification to Buyer.  
41 Upon termination Buyer shall be entitled to a refund of Earnest Money/Trust Money.

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

42 E. Radon.  
43 This offer is contingent upon the radon testing of \_\_\_\_\_ (Property Address).  
44 Property must have a test result of 4pCi/L or lower. If the Radon test shows a higher reading than 4pCi/L,  
45 \_\_\_\_\_ (Buyer/Seller) shall have a mitigation system installed at a cost not to  
46 exceed \$ \_\_\_\_\_.

47 F. Alternate Appraisal Language.  
48 This Agreement is contingent upon \_\_\_\_\_ having Property appraised no later than \_\_\_\_\_ and to  
49 pay for the appraisal. In the event the appraisal is not timely made, this contingency shall be deemed waived. The  
50 Property must appraise for at least the amount set forth in the "Purchase Price" section of the Agreement or the Buyer  
51 may, at Buyer's option, on or before \_\_\_\_\_, terminate this Agreement with written notice to  
52 Seller and all Earnest Money/Trust Money shall be refunded to Buyer in full, in which event all parties agree to execute  
53 all applicable documentation. In the event Buyer fails to exercise this option, it shall be deemed waived.

54 G. Bankruptcy Pending.  
55 The parties herein acknowledge that they have been informed of bankruptcy proceedings in the United States  
56 Bankruptcy Court, and that this Agreement is contingent upon a final judgment and decree authorizing the sale of the  
57 Property. In the event that a final judgment sale authorization is not granted on or before \_\_\_\_\_  
58 (date), the Buyer may terminate this Agreement with written notice to Seller with Earnest Money/Trust Money  
59 returned in full to Buyer, in which event all parties agree to execute all applicable documentation.

60 H. Court Permission to Sell.  
61 Seller's obligations under this Agreement are contingent upon approval or order of the appropriate court having  
62 jurisdiction over the sale of the Property on or before \_\_\_\_\_ (date). Seller shall proceed  
63 diligently and in good faith, using all reasonable best efforts, at Seller's expense, to obtain said approval. In the event  
64 said approval or order is not received by said date, the Agreement may be terminated by Buyer upon written notice to  
65 Seller with Earnest Money/Trust Money returned in full to Buyer, in which event all parties agree to execute all  
66 applicable documentation.

67 I. Divorce.  
68 The parties herein acknowledge that they have been informed that the Sellers are involved in a divorce proceeding  
69 and that this sale is contingent upon Sellers obtaining a final judgment and decree authorizing the sale of the Property.  
70 In the event that a final judgment sale authorization is not granted on or before \_\_\_\_\_ (date), either  
71 party may terminate this Agreement upon written notice to other party. Upon termination, Earnest Money/Trust  
72 Money shall be returned in full to Buyer and the parties agree to execute all applicable documentation.

73 J. Additional Buyer Contingencies.  
74 Buyer at Buyer's cost shall have the right to review and accept the following:  
75 1. A boundary survey of the Property  
76 2. A mortgage survey of the Property.  
77 3. A determination that the Property is not located in an unacceptable flood hazard area and/or mortgage lender  
78 does not require flood insurance.  
79 4. All zoning regulations, restrictions, declarations, covenants, easements and other title matters of record.  
80 5. Governmental approval of any existing waste disposal septic system and permit compliance, and/or  
81 determination that the system is functioning properly.  
82 6. Governmental approval of any existing non-public water system and permit compliance, and/or  
83 determination that the system is functioning properly and the quality of water is acceptable.  
84 7. A determination that the property is insurable with a company and at a rate acceptable to Buyer and that there  
85 are no exclusions to insurability which the Buyer finds objectionable.

86 In consideration of Buyer having conducted reviews of the above matters, the sufficiency of such consideration being  
87 hereby acknowledged, Buyer, at Buyer's sole discretion, may elect to terminate the Purchase and Sale Agreement on  
88 or before the expiration of the above referenced Inspection Period by written notice to Seller if any of the above  
89 matters are unacceptable to Buyer and Buyer shall be entitled to a refund of all Earnest Money/Trust Money. In the  
90 event that Buyer exercises Buyer's right to terminate under one of these contingencies, Buyer shall, at Seller's request,  
91 furnish Seller or Seller's representative with documents supporting Buyer's right to terminate.

92 K. Buyer Assumption of Loan.  
93 1. Conventional Loan.  
94 This sale is contingent upon Buyer assuming Seller's existing loan and Seller's existing indebtedness for  
95 repayment of the loan and Lender's agreement to release Seller from liability thereon on Seller's property as

96 described herein. Buyer agrees to immediately apply and submit necessary information to Lender. If Buyer  
97 has not received such approval and agreement from the Lender within \_\_\_\_ days following the Binding  
98 Agreement Date, or should Buyer fail to qualify, Seller shall have the option of waiving this stipulation or to  
99 terminate this Agreement upon written notice to Buyer and all Earnest Money/Trust Money shall be refunded  
100 in full to Buyer, in which event all parties agree to execute all applicable documentation.

101 2. FHA Loan.  
102 This Agreement is contingent upon Buyer's ability to assume (a) the Seller's existing FHA loan, (b) the  
103 Seller's liability to the Federal Housing Administration (FHA) for the repayment of the FHA loan, and (c)  
104 FHA's agreement to release Seller from liability thereon on Seller's property as described herein. Buyer  
105 agrees to apply immediately to FHA and submit necessary information. If Buyer has not received such  
106 approval and agreement from FHA within \_\_\_\_ days following the Binding Agreement Date, or should  
107 Buyer fail to qualify to assume the Seller's liability, Seller has the option to waive this contingency or to  
108 terminate this Agreement upon written notice to Buyer and Earnest Money/Trust Money shall be refunded  
109 in full to Buyer, in which event all parties agree to execute all applicable documentation.

110 3. VA Loan.  
111 This Agreement is contingent upon the Buyer's ability to assume the Seller's existing VA loan and to assume  
112 the Seller's potential indemnity liability to the U.S. Government for the repayment of the loan and the VA's  
113 agreement to release Seller from liability thereon. Buyer agrees to apply immediately to the VA and submit  
114 any necessary documents and information required by VA. If the Buyer has not received such approval and  
115 agreement from the VA within \_\_\_\_ business days following the Binding Agreement Date, or should the  
116 Buyer fail to qualify to assume the Seller's liability, Seller has the option to waive this contingency or to  
117 terminate this Agreement upon written notice to Buyer and Earnest Money/Trust Money shall be refunded  
118 in full to Buyer, in which event all parties agree to execute all applicable documentation.

119 L. Zoning.

120 1. Rezoning Contingency.  
121 Buyer understands and agrees that Property is zoned \_\_\_\_\_ and that the  
122 improvements thereon may not meet zoning requirements. The Buyer's obligation hereunder is conditioned  
123 upon the Property being rezoned to \_\_\_\_\_ by the appropriate \_\_\_\_\_  
124 (County/City) authorities by \_\_\_\_\_. The \_\_\_\_\_  
125 (Buyer/Seller) shall be responsible for pursuing such rezoning and paying all affiliated costs. In the event  
126 that said rezoning is not obtained by said date, then Buyer may terminate this Agreement upon written notice  
127 to Seller and all Earnest Money/Trust Money shall be refunded to the Buyer. All rezoning applications shall  
128 be submitted to Seller for Seller's approval prior to filing, which approval shall not be unreasonably withheld.  
129 All parties agree to cooperate, to sign the necessary documentation and to support the rezoning application.

130 2. Homes converted to multifamily use where zoning for multifamily use may be questioned.  
131 This Agreement is contingent upon Seller providing a letter from the city or county zoning authority stating  
132 that the Property is presently zoned for multifamily use. Seller shall have two (2) weeks following the  
133 Binding Agreement Date to present said letter to Buyer or Broker(s). Should the Seller not present the letter  
134 within the above-stated time period, Buyer must, within forty-eight (48) hours past the time period, terminate  
135 this Agreement through written notice to Seller or this contingency shall be removed as a condition of this  
136 Agreement. If Buyer elects to declare this Agreement terminated, said declaration shall be on an Earnest  
137 Money/Trust Money Disbursement and Mutual Release form or equivalent written notice with all Earnest  
138 Money/Trust Money being promptly refunded to Buyer. All parties agree to sign promptly all documentation.

139 M. Pools.

140 This Agreement is contingent upon Seller providing the following additional information about the existing pool  
141 within \_\_\_\_ days after Binding Agreement Date and Buyer's review and acceptance of information concerning:

- 142 1) Type of pool surface
- 143 2) Type of filtration system (chlorine, salt, etc)
- 144 3) Age of pool
- 145 4) Age of liner, if applicable
- 146 5) Age of Pump and Heater, if applicable
- 147 6) Age of any additional features such as hot tub, waterfall, etc.

148 In consideration of Buyer having conducted reviews of the above matters, the sufficiency of such consideration being  
149 hereby acknowledged, Buyer, at Buyer's sole discretion, may elect to terminate the Purchase and Sale Agreement on  
150 or before the expiration of the above referenced Inspection Period by written notice to Seller if any of the above  
151 matters are unacceptable to Buyer and Buyer shall be entitled to a refund of all Earnest Money/Trust Money. In the  
152 event that Buyer exercises Buyer's right to terminate under this contingency, Buyer shall, at Seller's request, furnish  
153 Seller or Seller's representative with documents supporting Buyer's right to terminate.

154 5. CONDOMINIUM LEGAL DESCRIPTION.

155 Within five (5) days after the Binding Agreement Date, the Seller shall complete the Condominium Legal Description or  
156 Exhibit \_\_\_\_ and provide it to the Buyer. The Condominium Legal Description or Exhibit \_\_\_\_ shall become a part of  
157 the Agreement only when countersigned by the Buyer. If the Buyer does not accept the Condominium Legal Description  
158 or Exhibit \_\_\_\_ within ten (10) days after receipt thereof, then Buyer may terminate this Agreement upon written notice  
159 to Seller and all Earnest Money/Trust Money shall be refunded to the Buyer.

160 6. CONDOMINIUM INFORMATION REVIEW PERIOD

161 Seller agrees to provide Buyer with the requested Condominium Information as outlined in the attached Request for  
162 Condominium Association Information Document no later than \_\_\_\_ days from the binding agreement date, not to  
163 exceed 10 days. Purchase is contingent on Buyer's acceptance of all information provided. Buyer shall remove  
164 contingency or terminate within \_\_\_\_ days after receiving information.  
165

166 7. HOA REVIEW PERIOD

167 The Seller shall provide the following additional information regarding the Property's homeowner association  
168 (HOA) within \_\_\_\_ days after the binding agreement date and this Agreement is contingent upon Buyer's review  
169 and acceptance of information concerning:  
170

- 171 1) Name and address of HOA
- 172 2) Amount of dues and required frequency of payment
- 173 3) A copy of the current rules and regulations of the Association.
- 174 4) Any fees or assessments due as a result of a transfer of title  
175

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

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

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

185 8. RENTAL LEASES AND REVIEW

186 This agreement is contingent upon Buyer's receipt, review, inspection, and satisfactory approval of all existing leases, and  
187 security deposits. Seller shall have \_\_\_\_ days from the Binding Agreement Date to provide information. Following  
188 receipt, Buyer shall have \_\_\_\_ days to review all submitted information. If after such review Buyer is not satisfied for  
189 any reason, then Buyer shall notify the Seller in writing and Buyer may terminate this Agreement. All Earnest Money/  
190 Trust Money shall be refunded to Buyer upon timely termination. If Buyer does not notify Seller within the timeframe,  
191 this contingency shall be deemed waived.

192 9. INSPECTION PERIOD IF PROPERTY IS USED AS RENTAL:

193 Within the agreed upon inspection period, Buyer shall contact Seller to set up a mutually agreeable time for Buyer to have  
194 an inspection of the property conducted. Buyer must provide Seller with 5 days notice before end of inspection period and  
195 Seller must make property available for inspection on one of those days. If a mutually agreeable time cannot be reached  
196 within the timeframe, contract may be amended to extend inspection period. If Seller is unable to provide one day for an  
197 inspection to be conducted, buyer may terminate the contract. If terminated, Buyer is entitled to a refund of the Earnest  
198 Money/Trust Money. In the event Buyer does not provide sufficient notice to Seller, Buyer shall have forfeited the right  
199 to terminate under this section and shall not be entitled to a refund of the Earnest Money/Trust Money.

200 10. RENT PRORATION.



201 All prepaid rents on said Property shall be prorated at the closing of the sale. The Seller represents that the monthly rentals  
202 on said Property of \$ \_\_\_\_\_ shall be current at the time of the closing, and that there shall be no expenses  
203 chargeable to the Seller except the taxes on said Property. The Seller shall pay to the Buyer all security and damage  
204 deposits, if any, which have been paid to the Seller by any of the tenants. Buyer shall enter into an agreement to hold the  
205 Seller harmless against such transfer of security or damage deposits. At the closing of the sale, the Seller shall execute an  
206 affidavit which shall verify the number of leases and tenancies then outstanding on the Property, the prepaid rent as to  
207 each, and the amount of security deposits as to each.

208 11. EARNEST MONEY/TRUST MONEY.

209 A. Additional Earnest Money/Trust Money Held by Broker/Holder.

210 Buyer agrees to pay Holder additional Earnest Money/Trust Money in the principal amount of \$ \_\_\_\_\_ on  
211 or before \_\_\_\_\_, making a total Earnest Money/Trust Money deposit of \$ \_\_\_\_\_. In the  
212 event Buyer fails to pay additional Earnest Money/Trust Money by said date, then, at the option of Seller (this option  
213 to be exercised within seven days of said date), Seller may terminate this Agreement by written notification to Buyer  
214 and Broker at which time Buyer shall be considered in default.

215 B. Held until Specific Time.

216 All parties to this Agreement acknowledge that the Earnest Money/Trust Money shall not be deposited until  
217 \_\_\_\_\_.

218 12. NON-REFUNDABLE EARNEST MONEY

219 In the event Buyer elects to terminate the Agreement as allowed herein and is not otherwise in default, the Earnest  
220 Money/Trust Money shall be deemed to be non-refundable and shall be paid to Seller as additional consideration of Seller  
221 having entered into this Agreement. In the event either party is in default under this Agreement, the provisions under the  
222 default section as provided in this Agreement shall control.

223 13. INSPECTIONS COSTS

224 A. In addition to Seller's obligation under this Agreement to have all utilities, services and other items operational during  
225 all inspections, Seller shall also ensure that the crawl space, garage and/or attic areas shall be accessible and free of  
226 debris and/or personal articles.

227 B. If anything is unable to be tested and/or inspected during any of the inspections because Seller did not have the utility  
228 services and other items operational, and as a result Buyer's inspections that were paid for by buyer were unable to be  
229 performed, then Seller agrees to ensure that the utility services and other items shall be operational during any follow  
230 up inspections, and Seller shall pay for any and all fees incurred by Buyer in order to have the non-functioning items  
231 re-inspected.

232 14. ACCESS TO PUBLIC ROAD.

233 A. The Seller warrants that the subject property has the right of ingress and egress to and from \_\_\_\_\_  
234 road without limitation by way of the existing driveway located at:  
235 \_\_\_\_\_.

236 B. If access is shared, buyer's obligation to purchase is contingent on receipt and approval of a shared driveway  
237 maintenance agreement. Seller agrees to provide buyer with a copy of said maintenance agreement within \_\_\_ days  
238 of Binding Agreement Date. If it is unacceptable, Buyer shall have \_\_\_ days following receipt of maintenance  
239 agreement to terminate the purchase agreement; otherwise the buyer shall be deemed to accept the same.

240 15. BUYER/AGENT BUYING TO SELL FOR PROFIT

241 All parties acknowledge that the Buyer/Agent intends to sell the Property at a future date for a profit.

242 16. AMENITY PACKAGE RELEASE.

243 In the event that the Property is served by a recreational amenity package either now existing or to be constructed, Buyer  
244 acknowledges and represents that Buyer has investigated the ownership and availability of such amenity package, and  
245 hereby releases Broker and affiliated licensees from any responsibility or liability in regard thereto.

246 17. 1031 PROPERTY EXCHANGE.

247 This Agreement is intended to be an Exchange pursuant to Internal Revenue Code § 1031. The parties agree that they  
248 shall perform all necessary acts and that they shall execute all necessary documents to effectuate an Exchange of Properties  
249 under said Section, provided such is at no additional cost to the party not utilizing the Exchange.

250 18. SELLER RESERVES THE RIGHT TO SELL – EXCLUSIVE AGENCY AGREEMENT.

251 The Seller hereby reserves the right to sell Property and hereby converts this Agreement into an Exclusive Agency Listing  
252 Agreement. If a Buyer is procured for the Property through the sole efforts of Seller acting alone, then Seller is not required

253 to pay Broker the compensation contained herein. However, in the event that the Buyer is obtained through any efforts of  
254 Broker (included but not limited to any Broker advertising including but not limited to any internet advertising, listing in  
255 the MLS, or traffic created by any signage put in place by Broker), then the aforementioned compensation is due to Broker  
256 at closing.

257 19. OFFICE EXCLUSIVE LISTING.

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

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

268 20. CO-LISTING AGREEMENT

269 Seller hereby authorizes Broker to enter into a Co-Listing Agreement for Property. Seller grants the Co-Listing Broker  
270 the authority to conduct every activity Broker is authorized to pursuant to this Agreement.

271 21. NON-ASSIGNABILITY.

272 This Purchase and Sale Agreement shall not be assignable by the Buyer(s) without prior written consent of Seller(s).

273 22. FOREIGN CORPORATION THAT HAS MADE AN ELECTION UNDER IRC § 897(i).

274 Seller is a foreign corporation which has made, or shall make, an election pursuant to Internal Revenue Code § 897(i) to  
275 be treated as a domestic corporation for the purposes of taxation and FIRPTA. Seller is hereby notified to consult with  
276 Seller's closing attorney and/or tax planner to discuss the steps required for making such election. Seller further agrees to  
277 submit all necessary documentation and/or affidavits to the Buyer's closing agent at or before closing to verify such  
278 election or to comply with all laws and regulations concerning FIRPTA withholding.

279 23. RESIDENT ALIEN STATUS.

280 Seller is not a U.S. citizen and may be considered a resident alien. Seller is hereby notified to consult with Seller's closing  
281 attorney and/or tax professional immediately to determine whether Seller is subject to FIRPTA withholdings and what  
282 documentation may be necessary at or before closing. Seller further agrees to submit all the necessary documentation  
283 and/or withholdings at or before closing concerning FIRPTA withholdings to the buyer's closing agent. Seller agrees to  
284 sign the appropriate affidavits certifying that Seller is not subject to FIRPTA withholdings and to provide all necessary  
285 documentation requested at or before closing or to comply with all laws and regulations concerning FIRPTA withholding.

286 24. SELLING BROKER (Broker assisting Buyer) COMPENSATION. Seller shall pay \$ \_\_\_\_\_ or \_\_\_\_\_% of  
287 the Purchase Price of the Property to Selling Broker (Broker assisting Buyer) at Closing as a concession to Buyer.

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# AMENDMENT TO ANY BUYER'S REPRESENTATION AGREEMENT ENTERED INTO PRIOR TO AUGUST 17, 2024

1 Buyer: \_\_\_\_\_

2 Broker: \_\_\_\_\_

3 In consideration of the mutual covenants herein and other good and valuable consideration, the receipt and sufficiency of which  
4 is hereby acknowledged, the parties agree to amend that certain Buyer's Representation Agreement which was signed by the  
5 Buyer and Broker on \_\_\_\_\_ and any incorporated addenda, exhibits or prior amendments (collectively  
6 referred to herein as "Agreement") as follows:

7 **SECTION 3.E. is replaced in its entirety as follows:**

8

## 9 E. COMPENSATION.

10 **BROKER COMPENSATION IS NOT SET BY LAW AND COMPENSATION RATES ARE FULLY**  
11 **NEGOTIABLE.**

- 12 1. **Compensation for Broker's Services:** Broker shall be compensated an amount of \$ \_\_\_\_\_ or \_\_\_\_\_ %  
13 based on the total sale price in consideration of Broker's services as described herein.
- 14 2. **Compensation from Seller:** Buyer authorizes Broker to negotiate with the Seller and/or the Seller's agent for this  
15 fee, the payment of which shall be fully disclosed to Buyer.
- 16 3. **Difference: In the event that the amount of any cooperating compensation paid by Seller or Seller's broker is**  
17 **less than the amount listed above, Buyer agrees to pay Broker the difference at closing.**
- 18 4. **Compensation if Buyer Leases:** In the event that Buyer leases a property in lieu of purchase, the Buyer agrees to pay  
19 Broker a total of \$ \_\_\_\_\_ in compensation unless otherwise stated herein.
- 20 5. **Cap on Compensation:** If Broker is an MLS participant, Broker shall not receive compensation from any source that  
21 exceeds the amount listed above.
- 22 6. **VA Buyer:** In the event the buyer broker compensation herein is considered a non-allowable pursuant to VA  
23 guidelines and thus cannot be paid by Buyer, this obligation is waived by Broker.
- 24 7. Broker's fee is earned at the signing by both parties of an agreement to purchase, lease, exchange or the exercise of  
25 an option for any property(ies) as described above and is due at the closing of any such transaction or upon possession  
26 of property unless otherwise stated herein. In the event that Buyer defaults on performance of a valid contract for sale,  
27 lease, exchange or exercised option, Broker's fee shall be due on the date of default. Buyer agrees to pay all reasonable  
28 attorney's fees together with any court costs and expenses which real estate firm incurs in enforcing any of Buyer's  
29 obligations to pay compensation under this Agreement. The parties hereby agree that all remedies are fair and  
30 equitable and neither party shall assert the lack of mutuality of remedies as a defense in the event of a dispute.
- 31 8. The payment of any fee by Seller shall not make Broker either the Agent or Subagent of the Seller.
- 32 9. If Client utilizes the services of another real estate broker or deals solely with a Seller's Agent or the Seller directly at  
33 any time during the effective period of this Agreement and/or any extensions thereof and then enters into an agreement  
34 with a seller/owner to Purchase any property(ies) described above, the Buyer still owes a commission to the Broker  
35 provided herein.

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37 All other terms and conditions of the Buyer's Representation Agreement shall remain in full force and effect.

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

\_\_\_\_\_  
**LICENSEE**

\_\_\_\_\_  
**FIRM / COMPANY**

\_\_\_\_\_ at \_\_\_\_\_ o'clock  am/  pm

**Date**

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

\_\_\_\_\_  
**BUYER**

\_\_\_\_\_  
**BUYER**

\_\_\_\_\_ at \_\_\_\_\_ o'clock  am/  pm

\_\_\_\_\_ at \_\_\_\_\_ o'clock  am/  pm

**Date**

**Date**

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DRAFT SPECIMEN