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Per TN & Federal Law Buyer(s) should see and sign (accept) the TN Disclosure, Exemption and Lead Based Paint before the "acceptance" of a contract. You should ask the Listing Agent if the Seller "authorized" them to offer compensation. If yes, sign the RF702 Compensation Agreement; if no, use Special Stipulation language found on RF707 and insert into this Offer. NEVER use TBD, actual costs or negotiable in any blank on this form. NEVER refer to MLS information on this form or attach MLS information as an exhibit. Use RF304 Disclaimer Notice, RF308 Wire Fraud Warning, RF712-Importance of Inspections & Surveys & RF714 Water Supply and Waste Disposal with ALL Buyers.

## PURCHASE AND SALE AGREEMENT

ALWAYS use the most current version of all TN REALTORS forms.

Changes for 2026 in green

1 **1. Purchase and Sale.** For and in consideration of the mutual covenants herein and other good and valuable consideration,  
2 the receipt and sufficiency of which is hereby acknowledged, the undersigned buyer

3 Full legal name of Buyer(s) ("Buyer") agrees to buy and the  
4 undersigned seller Full legal name of Seller(s) ("Seller")

5 agrees to sell all that tract or parcel of land, with such improvements as are located thereon, described as follows:

6 All that tract of land known as: Actual physical address of the Property  
7 (Address) City where property located (City), Tennessee, Zip Code (Zip), as recorded in  
8 County where Property is located County Register of Deeds Office, Deed Book deed book(s), Page in DB page(s),  
9 and/or NOT Tax ID number-may be document number instrument number and as further described as:

10 Tax ID number, Lot number (if applicable), Subdivision Name (if applicable). If Condo use RF501 & 709 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 **Same list of** permanently attached plate glass mirrors; heating, cooling, and plumbing fixtures and equipment; all doors, storm  
14 **items as on** doors and windows; all window treatments (e.g., shutters, blinds, shades, curtains, draperies) and hardware; all wall-  
15 **the Listing** to-wall carpet; range; all built-in kitchen appliances; all bathroom fixtures and bathroom mirrors; all gas logs, fireplace  
16 **Agreement.** 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 **Perception** permanently installed outdoor cooking grills; all landscaping and all outdoor lighting; mailbox(es); attached basketball  
19 **vs. Reality** 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 **Ring** available keys, key fobs, access codes, master codes or other methods necessary for access to the Property, including  
22 **Products** mailboxes and/or amenities.

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

24 Do not reference the MLS her or use any type of language such as "what was in the house when shown". BE SPECIFIC.  
25 EXAMPLE Language: Whirlpool, stainless steel, Model BR549 refrigerator". DO NOT use serial number.

26 **C.** Items that **SHALL NOT REMAIN** with the Property:

27 Check remarks in MLS to see if there is anything noted the Seller is not leaving. List any items the Buyer does not want  
28 to remain in the property. If you are the seller's agent, double check to make sure this is correct on offers.

29 **D. LEASED ITEMS:** Leased items that remain with the Property: (e.g., security systems, water softener systems, fuel  
30 tank, etc.): Enter items that are currently leased here. Check Property Disclosure, MLS remarks or call list agent.

31 **Make sure** Buyer shall assume any and all lease payments as of Closing. If leases are not assumable, the balance shall be paid in  
32 **to check** full by Seller at or before Closing.

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

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

37 **Agreement** **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: \$ Number,  
41 Words U.S. Dollars, ("Purchase Price") which

42 shall be disbursed to Seller or Seller's Closing Agency by one of the following methods:

- 43 i. a Federal Reserve Bank wire transfer; **ALWAYS use RF308 Wire Fraude form with ALL Buyers & Sellers**
- 44 ii. a Cashier's Check issued by a financial institution as defined in 12 CFR § 229.2(i); OR
- 45 iii. other such form as is approved in writing by Seller.

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

**Get all financing information from Buyer or their Lender/Mortgage Originator.**

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Good Faith is the foundation of all contracts. It means everyone is entering the contract with honesty & sincerity of intention. You will find this phrase a few times in this form. "Equivalent Written Notice" is determined by your Broker. Know what your Broker wants you to do. BEST PRACTICE use a form-it has a signature which is required by the Statute of Frauds.

49 Lender based upon Lender's customary and standard underwriting criteria. In consideration of Buyer, having acted in good  
50 should faith and in accordance with the terms below, being unable to obtain financing by the Closing Date, the sufficiency of RF656  
51 provide such consideration being hereby acknowledged, Buyer may terminate this Agreement by providing written notice via #7  
52 official the Notification form or equivalent written notice. Seller shall have the right to request any supporting documentation  
53 Loan regarding loan denial. Upon termination, Buyer is entitled to a refund of the Earnest Money/Trust Money. Lender is RF656  
54 Denial defined herein as the financial institution funding the loan. #21

55 Letter, not The loan shall be of the type selected below (Select the appropriate box.): Check ONE box  
56 just send  Conventional Loan  FHA Loan; attach addendum RF625 VA/FHA Loan Addendum  
57 you an  VA Loan; attach addendum RF625  Rural Development/USDA  
58 email.  Other DO NOT USE for "Cash" - See Lines 86-101 for Cash transaction

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

63 Loan Obligations: **The Buyer agrees and/or certifies as follows: SHALL is an imperative command, not permissive**  
64 NOTHING in (1) Within three (3) days after the Binding Agreement Date, Buyer shall make application for the loan and shall RF656  
65 this form allows pay for credit report. Buyer shall immediately notify Seller or Seller's representative of having applied for #1  
66 the Buyer to the loan and provide Lender's name and contact information, and that Buyer has instructed Lender to order  
67 deviate from credit report. Such certifications shall be made via the Notification form or equivalent written notice;  
68 these Loan (2) Within fourteen (14) days after the Binding Agreement Date, Buyer shall warrant and represent to Seller via RF656  
69 Obligations, if the Notification form or equivalent written notice that: #9  
70 they are getting a a. Buyer has secured evidence of hazard insurance which shall be effective at Closing and Buyer shall  
71 loan. Providing a notify Seller of the name of the hazard insurance company;  
72 Pre-Approval b. Buyer has notified Lender of an Intent to Proceed and has available funds to Close per the signed  
73 letter DOES Loan Estimate; and Lender cannot move forward with any loan until the Buyer signs a Letter of Intent  
74 NOT mean the c. Buyer has requested that the appraisal be ordered and affirms that the appraisal fee has been paid.  
75 Buyer does not (3) Buyer shall pursue qualification for and approval of the loan diligently and in good faith;  
76 have to do these (4) Buyer shall continually and immediately provide requested documentation to Lender and/or loan originator;  
77 things. (5) Unless otherwise stated in this Agreement, Buyer represents that this loan is not contingent upon the lease or RF623  
78 sale of any other real property and the same shall not be used as the basis for loan denial; and Use RF624  
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 has the right to terminate this Agreement. If the Seller fails to terminate before the  
85 Buyer cures, then that right has been waived.

86  B. **Financing Contingency Waived (THIS BOX MUST BE CHECKED TO BE PART OF THIS AGREEMENT.)**  
87 If this box (e.g. "All Cash", etc.): Buyer's obligation to close shall not be subject to any financial contingency. Buyer reserves  
88 is checked, the right to obtain a loan. Buyer shall furnish proof of available funds to close in the following manner: RF656  
89 you cannot EXAMPLE Language: Bank Documentation (e.g. bank statement, Lender's commitment letter) within five (5) days #2  
90 leave Line after Binding Agreement Date. Should Buyer fail to do so, Seller may make written demand for compliance via the  
91 89 blank. Notification form or equivalent written notice. If Buyer does not furnish Seller with the requested documentation RF656  
92 MUST tell within two (2) days after such demand for compliance, Buyer shall be considered in default and Seller has the right to #22  
93 how you terminate this Agreement. If the Seller fails to terminate before the Buyer cures, then that right has been waived. #23  
94 will furnish Failure to Close due to lack of funds shall be considered default by Buyer.

95 Proof of In the event this Agreement is contingent upon an appraisal (See Section 2.C. below), Buyer must order the appraisal RF656  
96 Available and provide Seller with the name and telephone number of the appraisal company and proof that appraisal was ordered #3  
97 Funds. within five (5) days of the Binding Agreement Date. Should Buyer fail to do so, Seller may make written demand for RF656  
98 compliance via the Notification form or equivalent written notice. If Buyer does not furnish Seller with the requested #24  
99 documentation within two (2) days after such demand for compliance, Buyer shall be considered in default and Seller #25  
100 has the right to terminate this Agreement. If the Seller fails to terminate before the Buyer cures, then that right has  
101 been waived.

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

103  1. This Agreement IS NOT contingent upon the appraised value either equaling or exceeding the agreed upon

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104 Purchase Price. Thereafter, failure to appraise shall not be used as the basis for loan denial or termination of  
 105 Agreement.

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

120 D. Closing Expenses. NOTE: The name of this Section is NOT closing costs. Please inform the Lenders you work with.  
 121 NOTE: The 1. Seller Expenses. Seller shall pay all existing loans and/or liens affecting the Property, including all penalties,  
 122 phrase Closing release preparation costs, and applicable recording costs; any accrued and/or outstanding association dues or fees;  
 123 Costs & fee (if any) to obtain lien payoff/estoppel letters/statement of accounts from any and all associations, property  
 124 Prepays is NOT management companies, mortgage holders or other liens affecting the Property; Seller's closing fee, document  
 125 found in this preparation fee and/or attorney's fees; fee for preparation of deed; notary fee on deed; and financial institution  
 126 document. (Bank, Credit Union, etc.) wire transfer fee or commercial courier service fee related to the disbursement of any  
 127 Please notify the lien payoff(s). Seller additionally agrees to permit any withholdings and/or to pay any additional sum due as is  
 128 Lenders you required under the Foreign Investment in Real Property Tax Act. Failure to do so shall constitute a default by  
 129 work with that Seller.  
 130 is not in the In the event Seller is subject to Tax Withholding as required by the Foreign Investment in Real Property  
 131 Agreement any Tax Act, (hereinafter "FIRPTA"), Seller additionally agrees that such Tax Withholding must be collected  
 132 longer. DO from Seller by Buyer's Closing Agent at the time of Closing. In the event Seller is not subject to FIRPTA,  
 133 NOT use that Seller shall be required as a condition of Closing to sign appropriate affidavits certifying that Seller is not subject  
 134 phrase when to FIRPTA. It is Seller's responsibility to seek independent tax advice or counsel prior to the Closing Date  
 135 asking the Seller regarding such tax matters.

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

145 for the Buyer. 3. Title Expenses. Cost of title search, mortgagee's policy and owner's policy (rates to be as filed with the  
 146 Tennessee Department of Commerce and Insurance) shall be paid as follows: Who is paying these 3 expenses?  
 147 DO NOT leave DO NOT use language such as: "each to pay their own"; "Buyer & Seller to pay customary, etc." BE SPECIFIC  
 148 line 144 blank. Simultaneous issue rates shall apply. It is the Buyer's responsibility to seek independent advice or counsel prior  
 149 Must address the to Closing from Buyer's Closing Agency regarding the availability and coverage provided under an American  
 150 3 items listed Land Title Association Standard Owner's Insurance Policy and, if available, a Homeowner's Title Insurance  
 151 and who will Policy which provides additional coverage.  
 152 pay for them.

153 Not all of the above items (Seller Expenses, Buyer Expenses and Title Expenses) are applicable to every transaction  
 154 and may be modified as follows: This is the Section you modify the preprinted language in Section 1, 2 & 3 above.  
 155 EXAMPLE Language: Seller shall pay Buyer Expenses not to exceed (or up to) \$ (dollar amount).  
 156 If you want to ask the Seller to pay the Buyer and Title Expenses on behalf of the Buyer, on Line 147 write: See Lines  
 157 154-157. Then on Lines 154-157 write Seller shall pay Buyer Expenses & Title Expenses not to exceed \$(dollar  
 158 amount).  
 159 Closing Agency for Buyer & Contact Information: Enter all contact information for the Closing Agency the Buyer wants  
 to use. Section 9 of RESPA says a Seller cannot require a Buyer to close at a particular Title Company (caveat).

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160 Closing Agency for Seller & Contact Information: Enter all contact information for the Closing Agency the Seller wants  
161 use. Section 9 of RESPA says that a Seller cannot require a Buyer to close at a specific title company. (Caveat)

162 3. **Earnest Money/Trust Money.** Buyer has paid or shall pay within 1-3 days after the Binding Agreement Date to  
163 Name of who is holding the earnest money (name of Holder) (“Holder”) located at  
164 Address of who is holding the earnest money (address of Holder), an Earnest  
165 Money/Trust Money deposit of \$Number by check (OR **BEST PRACTICE: Get EM when you write the offer.**  
166 **DO NOT accept cash. Know your Office Policy.**) (“Earnest Money/Trust Money”). **Agent's responsibility to make sure**

167 **If Title A. Failure to Receive Earnest Money/Trust Money.** In the event Earnest Money/Trust Money (if applicable) is not  
168 **Company** timely received by Holder or Earnest Money/Trust Money check or other instrument is not honored for any reason by  
169 **holding** the bank upon which it is drawn, **Holder shall** promptly notify Buyer and Seller of the Buyer’s failure to deposit the **RF656**  
170 **EM, use** agreed upon Earnest Money/Trust Money. Buyer shall then have one (1) day to deliver Earnest Money/Trust Money **#29**  
171 **RF482** in immediately available funds to Holder. In the event Buyer does not deliver such funds, **Buyer is in default** and **#30**  
172 **Escrow** **Seller shall** have the right to terminate this Agreement by delivering to Buyer or Buyer’s representative written notice **#31**  
173 **Agreement** **via the Notification form** or equivalent written notice. In the event Buyer delivers the Earnest Money/Trust Money in  
174 immediately available funds to Holder before Seller elects to terminate, Seller shall be deemed to have waived Seller’s  
175 right to terminate, and the Agreement shall remain in full force and effect.

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

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

193 4. **Closing, Prorations, Special Assessments and Warranties Transfer.** **Closing is defined.**

194 **A. Closing Date.** This transaction shall be closed (“Closed”) (evidenced by delivery of warranty deed and payment of **RF657**  
195 **Cannot** **Purchase Price, the “Closing”**), and this Agreement shall expire, at 11:59 p.m. local time on the \_\_\_\_\_ day of **for ANY**  
196 **leave this** \_\_\_\_\_ (“Closing Date”), or on such earlier date as may be agreed to by the **change**  
197 **Section** **parties in writing.** Such expiration does not extinguish a party’s right to pursue remedies in the event of default. Any **in**  
198 **blank. TN** **extension of this date must be agreed to by the parties in writing via the Closing Date/Possession Date Amendment** or **Closing**  
199 **law-62-13-** **equivalent written agreement.** **Date**  
200 **312 #9.**

201 **1. Possession.** Possession of the Property is to be given **(Select the appropriate boxes below. Unselected items**  
202 **MUST** **shall not be part of this Agreement):** **Dry “Closing” - no possession can occur without an Occupancy Agreement.**  
203 **check a**  at Closing as evidenced by delivery of warranty deed and payment of Purchase Price;  
204 **box.** **OR**

205  as agreed in the attached and incorporated Temporary Occupancy Agreement; **RF626-Buyer move in early**  
206 **OR** **RF627-Seller stay after Closing**

207 **B. Prorations.** Real estate taxes, rents, dues, maintenance fees, and association fees on said Property for the calendar  
208 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  
209 not been set by the Taxing Authority at time of Closing, the tax rate and property assessment for the immediately  
210 preceding calendar year shall be utilized for calculation of the tax proration. In the event of a change or reassessment  
211 of taxes for the calendar year after Closing, the parties agree to pay their recalculated share. Real estate taxes, rents,  
212 dues, maintenance fees, and association fees for prior years and rollback taxes, if any, shall be paid by Seller.

213 **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):** **Should be disclosed by the Seller on Prop. Cond. Disclosure**

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PLEASE note Line 210. Seller is responsible for rollback taxes (if any) UNLESS - See Lines 15-16. If the Buyer is going to maintain the property in Greenbelt status, make sure they know there is a time limit for doing this. Send them to the tax office asap.

- 214  Buyer intends to maintain the property's Greenbelt classification and acknowledges that it is Buyer's  
215 If no Greenbelt responsibility to make timely and proper application to ensure such status. Buyer's failure to timely and properly  
216 classification- make application shall result in the assessment of rollback taxes for which Buyer shall be obligated to pay. Buyer  
217 DO NOT check should consult the tax assessor for the county where the property is located prior to making this offer to verify  
218 anything that their intended use shall qualify for Greenbelt classification.
- 219  Buyer does not intend to maintain the property's Greenbelt status and rollback taxes shall be payable by the Seller  
220 at time of closing.

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

223 N/A could cause an issue here. EXAMPLE language: As stated on Lines 221-222.

224 **E. Warranties Transfer.** Seller, at the option of Buyer and at Buyer's cost, agrees to transfer Seller's interest in any  
225 manufacturer's warranties, service contracts, termite bond or treatment guarantee and/or similar warranties which by  
226 their terms may be transferable to Buyer. If applicable, discuss with Buyer what they would like to do.

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

Do you have this information when writing an offer? See RF707 Add. Contract language form for verbiage concerning HOA information.

232 **5. Title and Conveyance.** See Section 11: Additional Buyer Due Diligence

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

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

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

- 243 Disclaimer (1) accept the Property with the defects OR  
244 Notice. (2) require Seller to remedy such defects prior to the Closing Date. Buyer shall provide Seller with written notice RF656  
245 of such defects via the Notification form or equivalent written notice. If defects are not remedied prior to #10  
246 Closing Date, Buyer and Seller may elect to extend the Closing Date by mutual written agreement evidenced #10  
247 by the Closing Date/Possession Amendment form or other written equivalent. If defects are not remedied by RF657  
248 the Closing Date or any mutually agreed upon extension thereof, this Agreement shall terminate, and Buyer  
249 shall be entitled to refund of Earnest Money/Trust Money.

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

255 **B.** Buyer warrants Buyer has reviewed Tenn. Code Ann. Title 66, Chapter 2, Part 3 and is not a prohibited foreign party  
256 or prohibited foreign-party controlled business prohibited from purchasing agricultural or non-agricultural land in  
257 Tennessee pursuant to the statute. Is the Buyer a prohibited Foreign Party? They cannot buy agricultural land.

258 **C. Deed.** Name(s) on Deed to be: Full legal name of Buyer(s) to be on the deed. It  
259 is the Buyer's responsibility to consult the closing agency or attorney prior to Closing as to the manner in which Buyer  
260 holds title. Buyer should contact their chosen Title Company to get answers to their title questions. See RF304.

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

265 **6. Public Water or Public Sewer Systems** FHA & VA requirement. Ask Lender if required for Buyer to purchase. RF656  
266 In the event it is discovered that Public Water or Public Sewer System is accessible to the Property and connection to the #19  
267 Property is required by a governmental agency/authority or Lender, Buyer shall promptly notify the Seller via the

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268 Notification form or equivalent written notice. Seller and Buyer shall have five (5) days following such written notice but  
269 not later than the Closing Date to negotiate in good faith the payment for the cost and the connection to the Public Water #19  
270 or Public Sewer System. In the event Seller and Buyer do not reach a mutual written agreement for the payment of such  
271 cost or a mutually agreeable written extension of such time period as evidenced in an Amendment to this Agreement signed  
272 by both parties within such period of time, this Agreement is hereby terminated. If terminated the Buyer is entitled to a  
273 refund of the Earnest Money/Trust Money. RF656

274 7. **Lead-Based Paint Disclosure (Select the appropriate box.) Give the Buyer the LBP Booklet**  
275  does not apply.  does apply (Property built prior to 1978 – see attached Lead-Based Paint Disclosure)

276 8. **Inspections.** TREC sent all real estate licensees an email in July 2021 about home inspections. Ask your Broker to see it.

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

292 TCA 62-6-3 Buyer waives any objections to matters of purely cosmetic nature (e.g. decorative, color or finish items)  
293 disclosed by inspection. Buyer has no right to require repairs or alterations purely to meet current building  
294 codes, unless required to do so by governmental authorities. Important that Buyer understands this.

295 ONLY B. **Initial Inspections.** Buyer and/or Buyer's inspectors/representatives shall have the right and responsibility to enter  
296 visual the Property during normal business hours, for the purpose of making inspections and/or tests of the Property. Buyer  
297 analysis. and/or Buyer's inspectors/representatives shall have the right to perform a visual analysis of the condition of the  
298 NO digging Property, any reasonably accessible installed components, the operation of the Property's systems including but not  
299 up or limited to the following components: heating systems, cooling systems, electrical systems, plumbing systems,  
300 taking structural components, foundations, roof coverings, exterior and interior components, any other site aspects that affect  
301 things the Property, and environmental issues (e.g. radon, mold, asbestos, etc.). See Section 11 for additional inspection items.

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

307 D. **Buyer's Inspection and Resolution.** Within 5-7 days after the Binding Agreement Date ("Inspection Period"),  
308 Buyer shall cause to be conducted any inspection provided for herein, including but not limited to the Wood  
309 Destroying Insect Infestation Inspection Report AND shall provide written notice of such to Seller as described below.

310 Important In the event Buyer fails to timely make such inspections and respond within said timeframe as described herein,  
311 for Buyer to the Buyer shall have forfeited any rights provided under this Section 8, and in such case shall accept the Property  
312 know. in its current condition, normal wear and tear excepted. Buyer must meet deadline to be able to ask for repairs or terminate

**In said notice Buyer shall either:**

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

**OR**

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

**OR**

NOTE: Agreement between Buyer & Seller is for Repairs & Replacements, NOT cleaning or servicing. Those items should be asked for up front in the Special Stipulations IF the Buyer(s) want to ask the Seller to do those things. Number of days in the Inspection/Resolution period will get the inspections over with before requirements of Section 2.A.2.

- 322 (3) furnish Seller a written list of items which Buyer requires to be repaired and/or replaced with like quality or RF654  
323 value in a professional and workmanlike manner via the Repair/Replacement Proposal or equivalent written  
324 notice. Seller shall have the right to request any supporting documentation that substantiates any item listed.
- 325 During the Resolution Period Resolution Period. Seller and Buyer shall then have a period of 5-7 days following receipt of  
326 there is NOT an option for the the above stated written list ("Resolution Period") to reach a mutual agreement as to the items to be  
327 Buyer or Seller to terminate repaired or replaced with like quality or value by Seller, which shall be evidenced by the Repair / RF655  
328 the Agreement. They must Replacement Amendment or written equivalent(s). The receipt by Seller of the above stated written  
329 negotiate in "good faith" list or Repair/Replacement Proposal marks the end of the Inspection Period and the beginning of  
330 which means with honesty and the Resolution Period. **The parties agree to negotiate repairs in good faith during the Resolution**  
331 sincerity of intention. **Period.** Buyer reserves the right to withdraw the above stated written list or Repair/Replacement  
332 There is an automatic Proposal during the Resolution Period via the Notification form or equivalent written notice. Upon  
333 termination if they cannot withdrawal, Buyer shall be deemed to have accepted the Property in its present "AS IS" condition  
334 negotiate an Agreement and Seller shall have no obligation to make repairs.  
335 (RF655) by 11:59pm of the **This Agreement shall terminate at the end of the Resolution Period with a refund of**  
336 last day. **Earnest Money/Trust Money to the Buyer, unless one of the following occurs:**
- 337 REMEMBER: You cannot (1) Seller and Buyer enter into a Repair/Replacement Amendment or written equivalent(s); RF655  
338 Amend something that has OR  
339 terminated. Make sure this is all (2) Buyer provides written notice to Seller that Buyer is accepting Property "AS IS"; RF656 #13  
340 done before 11:59pm. You cannot OR  
341 bring it back to life in an (3) Seller and Buyer enter into a written amendment extending the Resolution Period. RF653  
342 Amendment.  Buyer waives the option to request items to be repaired and/or replaced under D (3) above and there shall be no RF656  
343 Pass/Fail Resolution Period. Buyer retains the right to perform Buyer's Inspections and to timely furnish Seller with a list #12  
344 Only of written specified objections and immediately terminate this Agreement as provided in D (1) above or accept OR  
345 Inspection the Property in its present AS IS condition as provided under D (2) above. #13
- 346  E. Waiver of All Inspections. **THIS BOX MUST BE CHECKED TO BE PART OF THIS AGREEMENT.**  
347 Buyer, having been advised of the benefits of inspections, waives any and all Inspection Rights under this  
348 Section 8 (including but not limited to the Wood Destroying Insect Infestation Inspection Report).
- 349 9. Completion of Repairs. In the event a Completion of Repairs Deadline is not established in a Repair/ Replacement  
350 Amendment or written equivalent, the Buyer shall use the Final Inspection to determine that all repairs/ replacements  
351 agreed to during the Resolution Period, if any, have been completed.
- 352 In the event repairs have not been completed by the established deadline, Seller shall be considered in default of this RF656  
353 Agreement and Buyer may terminate via the Notification Form or written equivalent. Upon termination, Earnest Money/ #17  
354 Trust Money shall be returned to Buyer.
- 355 10. Final Inspection. Buyer and/or Buyer's inspectors/representatives shall have the right to conduct a final inspection of  
356 Property on the Closing Date or within 1-2 day(s) prior to the Closing Date only to confirm Property is in the same or  
357 better condition as it was on the Binding Agreement Date, normal wear and tear excepted. Property shall remain in such  
358 condition until Closing at Seller's expense.
- 359 Closing of this sale constitutes acceptance of Property in its condition as of the time of Closing, unless otherwise  
360 mutually agreed upon in writing.
- 361 11. Buyer's Additional Due Diligence Options. If any of the matters below are of concern to Buyer, Buyer should address  
362 the concern by specific contingency in the Special Stipulations Section of this Agreement. **\*\*VERY IMPORTANT\*\***
- 363 A. **Survey and Flood Certification.** Survey Work and Flood Certifications are the best means of identifying boundary  
364 These lines and/or encroachments and easements or flood zone classifications. Buyer may obtain a Mortgage Inspection or  
365 items are Boundary Line Survey and Flood Zone Certifications.
- 366 NOT B. **Insurability.** Many different issues can affect the insurability and the rates of insurance for property. These include  
367 included factors such as changes in the Flood Zone Certifications, changes to the earthquake zones maps, the insurability of the  
368 in a Home buyer, and previous claims made on the Property. It is the right and responsibility of Buyer to determine the  
369 Inspection as defined insurability, coverage and the cost of insuring the Property. It is also the responsibility of Buyer to determine whether  
370 by TN any exclusions shall apply to the insurability of said Property.
- 371 C. **Water Supply.** The system may or may not meet state and local requirements. It is the right and responsibility of  
372 State law. Buyer to determine the compliance of the system with state and local requirements. [For additional information on  
373 this subject, request the "Water Supply and Waste Disposal Notification" form.] RF714

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If you do not insert language in Special Stips to make the Agreement contingent on these items, your Buyer will not be able to terminate due to any items listed in Section 11. RF707 has the language to insert or use Clauses on Transaction Desk.

374 **These items are NOT included in a home inspection as defined by TN State law.** **Waste Disposal.** The system may or may not meet state and local requirements. It is the right and responsibility of Buyer to determine the compliance of the system with state and local requirements. In addition, Buyer may, for a fee, obtain a septic system inspection letter from the Tennessee Department of Environment and Conservation, Division of Ground Water Protection. [For additional information on this subject, request the "Water Supply and Waste Disposal Notification" form.] RF714 See TREC Rule 1260-02-.37 <https://tdec.tn.gov/septic-service-request/>  
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379 **E. Title Exceptions.** At Closing, the general warranty deed shall be subject to subdivision and/or condominium declarations, covenants, restrictions and easements of record, which may impose obligations and may limit the use of the Property by Buyer.  
380  
381

382 **12. Disclaimer.** It is understood and agreed that the real estate firms and real estate licensee(s) representing or assisting Seller and/or Buyer and their brokers (collectively referred to as "Brokers") are not parties to this Agreement and do not have or assume liability for the performance or nonperformance of Seller or Buyer. Buyer and Seller agree that Brokers shall not be responsible for any of the following, including but not limited to, those matters which could have been revealed through a survey, flood certification, title search or inspection of the Property; the insurability of the Property or cost to insure the Property; for the condition of the Property, any portion thereof, or any item therein; for any geological issues present on the Property; for any issues arising out of the failure to physically inspect Property prior to entering into this Agreement and/or Closing; for the necessity or cost of any repairs to the Property; for hazardous or toxic materials; for the tax or legal consequences of this transaction; for the availability, capability, and/or cost of utility, sewer, septic, or community amenities; for any proposed or pending condemnation actions involving Property; for applicable boundaries of school districts or other school information; for the appraised or future value of the Property; for square footage or acreage of the Property; for any condition(s) existing off the Property which may affect the Property; for the terms, conditions, and availability of financing; and/or for the uses and zoning of the Property whether permitted or proposed. Buyer and Seller acknowledge that Brokers are not experts with respect to the above matters and that they have not relied upon any advice, representations or statements of Brokers (including their firms and affiliated licensees) and waive and shall not assert any claims against Brokers (including their firms and affiliated licensees) involving same. Buyer and Seller understand that it has been strongly recommended that if any of these or any other matters concerning the Property are of concern to them, that they secure the services of appropriately credentialed experts and professionals of Buyer's or Seller's choice for the independent expert advice and counsel relative thereto. Buyer and Seller acknowledge that photographs, marketing materials, and digital media used in the marketing of the property may continue to remain in publication after Closing. Buyer and Seller agree that Brokers shall not be liable for any uses of photographs, marketing materials or digital media which the Broker is not in control.  
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404 **13. Brokerage.** As specified by separate agreement(s), the parties agree and acknowledge that the Brokers involved in this transaction may receive compensation for their services; the compensation may come from more than one party. All parties to this Agreement agree and acknowledge that any real estate firm involved in this transaction shall be deemed a third-party beneficiary only for the purposes of enforcing their compensation rights, and as such, shall have the right to maintain an action on this Agreement for any and all compensations due and any reasonable attorney's fees and court costs. Broker compensation is not set by law and compensation rates are fully negotiable.  
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410 **14. Default.** Should Buyer default hereunder, the Earnest Money/Trust Money shall be forfeited as damages to Seller and shall be applied as a credit against Seller's damages. Seller may elect to sue, in contract or tort, for additional damages or specific performance of the Agreement, or both. Should Seller default, Buyer's Earnest Money/Trust Money shall be refunded to Buyer. In addition, Buyer may elect to sue, in contract or tort, for damages or specific performance of this Agreement, or both. In the event that any party hereto shall file suit for breach or enforcement of this Agreement (including suits filed after Closing which are based on or related to the Agreement), the prevailing party shall be entitled to recover all costs of such enforcement, including reasonable attorney's fees. In the event that any party exercises its right to terminate due to the default of the other pursuant to the terms of this Agreement, the terminating party retains the right to pursue any and all legal rights and remedies against the defaulting party following termination. The parties hereby agree that all remedies are fair and equitable and neither party shall assert the lack of mutuality of remedies, rights and/or obligations as a defense in the event of a dispute.  
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421 **15. Home Protection Plan.** This is not a substitution for Home Inspection. Exclusions to coverage may apply. (Select the appropriate box below. Items not selected are not part of this Agreement). Buyer can buy their own plan if Seller not offering.  
422

423  **Home Protection Plan.** Who is going to pay \_\_\_\_\_ to pay \$price \_\_\_\_\_ for the purchase of a limited home protection plan to be funded at Closing. Plan Provider: Name of Home Warranty Company and Plan.  
424 Ordered by: Who is going to place the order before Closing and send info to Title Company? (Real Estate Company)  
425

426  **Home Protection Plan waived.**

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

428 by the Seller. Language to use in Special Stips is found on the RF707 Additional Contract Language form or under  
429 Clauses in Transaction Desk to make this Agreement assignable. Also a new item on RF656 #18 for 2026  
430 because TN law now states their has to be notification of assigning equitable rights.

17. Other Provisions.

- 430 A. **Binding Effect, Entire Agreement, Modification, Assignment, and Binding Agreement Date.** This Agreement  
431 shall be for the benefit of, and be binding upon, the parties hereto, their heirs, successors, legal representatives and  
432 approved assigns. This Agreement constitutes the sole and entire agreement between the parties hereto and no  
433 modification of this Agreement shall be binding unless signed by all parties or approved assigns to this Agreement.  
434 No representation, promise, or inducement not included in this Agreement shall be binding upon any party hereto. It  
435 is hereby agreed by both Buyer and Seller that any real estate agent working with or representing either party shall not  
436 have the authority to bind the Buyer, Seller or any approved assignee to any contractual agreement unless specifically  
437 authorized in writing within this Agreement. Any approved assignee shall fulfill all the terms and conditions of this  
438 Agreement. The parties hereby authorize either licensee to insert the time and date of receipt of the notice of  
439 acceptance of the final offer. The foregoing time and date shall be referred to for convenience as the Binding  
440 Agreement Date for purposes of establishing performance deadlines.
- 441 B. **Survival Clause.** Any provision contained herein, which by its nature and effect is required to be performed after  
442 Closing, shall survive the Closing and delivery of the deed and shall remain binding upon the parties to this Agreement  
443 and shall be fully enforceable thereafter.
- 444 C. **Governing Law and Venue.** This Agreement is intended as a contract for the purchase and sale of real property and  
445 shall be governed by and interpreted in accordance with the laws and in the courts of the State of Tennessee.
- 446 D. **Time of Essence.** Time is of the essence in this Agreement. Buyers and Seller MUST meet deadlines  
or have consequences
- 447 E. **Terminology.** As the context may require in this Agreement: (1) the singular shall mean the plural and vice versa;  
448 Accepted (2) all pronouns shall mean and include the person, entity, firm or corporation to which they relate; (3) the masculine  
449 today, shall mean the feminine and vice versa; and (4) the term day(s) used throughout this Agreement shall be deemed to  
450 tomorrow is be calendar day(s) ending at 11:59 p.m. local time unless otherwise specified in this Agreement. Local time shall be  
451 day 1 no determined by the location of Property. In the event a performance deadline, other than the Closing Date (as defined  
452 matter what herein), Date of Possession (as defined herein), Completion of Repair Deadline (as defined in the Repair/Replacement  
453 day of the Amendment), and Offer Expiration Date (as defined in Time Limit of Offer Section), occurs on a Saturday, Sunday  
454 week (or or legal holiday, the performance deadline shall extend to the next following business day. Holidays as used herein  
455 holiday) it is are those days deemed federal holidays pursuant to 5 U.S.C. § 6103(a). In calculating any time period under this  
456 and count Agreement, the commencement shall be the day following the initial date (e.g. Binding Agreement Date).  
from there. DO NOT change any Section to "business days". R U practicing law without a license? All forms work on calendar days.
- 457 F. **Responsibility to Cooperate.** Buyer and Seller agree to timely take such actions and produce, execute, and/or deliver  
458 such information and documentation as is reasonably necessary to carry out the responsibilities and obligations of this  
459 Agreement. Except as to matters which are occasioned by clerical errors or omissions or erroneous information, the  
460 approval of the closing documents by the parties shall constitute their approval of any differences between this  
461 Agreement and the Closing. Buyer and Seller agree that if requested after Closing, they shall correct any documents  
462 and pay any amounts due where such corrections or payments are appropriate by reason of mistake, clerical errors or  
463 omissions, or the result of erroneous information.
- 464 G. **Notices.** Except as otherwise provided herein, all notices and demands required or permitted hereunder shall be in  
465 Texting is writing and delivered either (1) in person; (2) by a prepaid overnight delivery service; (3) by facsimile transmission  
466 NOT written (FAX); (4) by the United States Postal Service, postage prepaid, registered or certified, return receipt requested; or (5)  
467 notice. Email. NOTICE shall be deemed to have been given as of the date and time it is actually received. Receipt of notice  
468 by the real estate licensee or their Broker assisting a party as a client or customer shall be deemed to be notice to that  
469 party for all purposes under this Agreement as may be amended, unless otherwise provided in writing.
- 470 H. **Risk of Loss.** The risk of hazard or casualty loss or damage to Property shall be borne by the Seller until transfer of  
471 title. If casualty loss prior to Closing exceeds 10% of the Purchase Price, Seller or Buyer may elect to terminate this  
472 Agreement with a refund of Earnest Money/Trust Money to Buyer.
- 473 I. **Equal Housing.** This Property is being sold without regard to race, color, creed, sex, religion, handicap, familial  
474 status, or national origin. Everyone deserves to live wherever their money will take them.
- 475 J. **Severability.** If any portion or provision of this Agreement is held or adjudicated to be invalid or unenforceable for  
476 any reason, each such portion or provision shall be severed from the remaining portions or provisions of this  
477 Agreement, and the remaining portions or provisions shall be unaffected and remain in full force and effect. In the  
478 event that the contract fails due to the severed provisions, then the offending language shall be amended to be in  
479 conformity with state and federal law.

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

486 **18. Seller's Additional Obligations.** In addition to any other disclosure required by law, the Seller shall, prior to entering  
 487 into an Agreement with a Buyer, disclose in writing including acknowledgement of receipt: (a) the presence of any known  
 488 exterior injection well or sinkhole (as defined in TCA § 66-5-212) on the property; (b) the results of any known percolation  
 489 test or soil absorption rate performed on the property that is determined or accepted by the Department of Environment and  
 490 Conservation; (c) if the property is located in a Planned Unit Development (PUD); (d) if the property is located in a PUD, make  
 491 available to the Buyer a copy of the development's restrictive covenants, homeowner bylaws and master deed upon request;  
 492 (e) if any single-family residence located on the Property has been moved from an existing foundation to another foundation  
 493 where such information is known to the Seller; and (f) if a permit for a subsurface sewage disposal system for the Property was  
 494 issued during a sewer moratorium pursuant to TCA § 68-221-409. If so, Buyer may have a future obligation to connect to the  
 495 public sewer system. **Per TN law 66-5-203 - Buyers MUST see disclosures before the acceptance of a contract. Same for LBP.**

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

501 **20. Exhibits and Addenda.** All exhibits and/or addenda attached hereto, listed below, or referenced herein are made a part  
 502 of this Agreement: **Only forms with the word Exhibit or Addendum in their title should be listed in this Section.**  
 503 **No agency or disclosure forms.**  
 504 **EXAMPLE language: VA/FHA Addendum; Buyer's First Right of Refusal; Backup Agreement Contingency Addendum.**  
 505

506 **21. Special Stipulations.** The following Special Stipulations, if conflicting with any preceding section, shall control:  
 507 **Check the RF707 Additional CONTRACT Language form for verbiage to use in this Section. Be very careful and make sure**  
 508 **your Broker knows what you are writing in this Section. See Lines 520-522 below. DO NOT practice law without a**  
 509 **license by drafting your own language in this Section. Check with your Broker to see if they have any Attorney prepared**  
 510 **language for you to use.**  
 511 **EXAMPLE Language: Lines 77-78: This Agreement is Contingent on the sale or lease of other Property. See RF623,**  
 512 **Buyer's First Right of Refusal Addendum attached to this Agreement.**  
 513 **EXAMPLE Language: Seller shall have the HVAC system serviced (Septic Tank pumped, etc.) and provide**  
 514 **documentation to Buyer one day prior to the Final Inspection.**  
 515 **EXAMPLE Language: Seller shall pay \$ \_\_\_\_\_ or \_\_\_\_\_% of the Purchase Price of the**  
 516 **Property to Buyer Broker (Broker assisting Buyer) at Closing.**  
 517

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

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

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

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

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

Dates and Times matter when it comes to Contracts. Even though some of the tools we use put dates and times in signature blocks - DO NOT just rely on those. You cannot read them without a magnifying glass. Fill in the blanks. That is why they are on there. It is IMPORTANT. Be a professional.

530 Buyer hereby makes this offer.

531 Buyer Signature Buyer Signature  
 532 **BUYER** **BUYER**

533 Date at Time o'clock  am/  pm Date at Time o'clock  am/  pm  
 534 **Offer Date** **Offer Date**

535 Seller hereby: **Seller has 3 choices when an Offer is received. Accept, Counter or Reject. If the Seller counters the initial offer, have**  
 536 **Don't leave**  **ACCEPTS** – accepts this offer. **the Seller check the box, sign, date and time this form and complete the RF651 Counter Offer.**  
 537 **wondering**  **COUNTERS** – accepts this offer subject to the attached Counter Offer(s). **TREC Rule 1260-02-.08 says that Licensee MUST**  
 538 **what**  **REJECTS** – rejects this offer and makes no counter offer. **request Seller to note rejection of offer and return**  
 539 **happened**  **SELLER Signature** Seller Signature **request Seller to note rejection of offer and return**  
 540 **to their** **SELLER** **SELLER** **offer. Also see COE Article 1 SOP 1-7.**  
 541 Date at Time o'clock  am/  pm Date at Time o'clock  am/  pm  
 542 **Date** **Date**

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

**See Lines 438-439: Either Licensee can fill in the Acknowledgement of Receipt. This date begins the clock for all deadlines in the Agreement. Do Not Delay. If there is a Counter Offer - do not fill this in on the RF401 do it on the last Counter Offer only.**

**For Information Purposes Only:**

**PLEASE fill in both sides of this information when you are making an offer. Lenders and Title Companies and the other real estate office needs this information without having to look it up.**

Listing Firm: \_\_\_\_\_ Buying Firm: \_\_\_\_\_  
 Listing Firm Address: \_\_\_\_\_ Buying Firm Address: \_\_\_\_\_  
 Firm License No.: \_\_\_\_\_ Firm License No.: \_\_\_\_\_  
 Firm Telephone No.: \_\_\_\_\_ Firm Telephone No.: \_\_\_\_\_  
 Listing Licensee: \_\_\_\_\_ Buying 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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**Your Broker is the "go-to" for which forms they want you to use and how to use the forms. You are under their supervision. TREC Rule 1260-02-.01. Attending office meetings, reading emails, etc. is one of the best ways to stay on top of things that your Broker expects.**

**A Broker does not have to use TN REALTOR forms. They can use any form for their firm that they want to use. Some have created their own forms to use.**

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