

**TAR Form Changes
(2009 to 2010 Changes – Revised 1/01/2010)**

Note all forms have modification dates listed in the bottom right corner of each form. RED text denotes deletions and BLUE text denotes additions.

NEW Forms Added:

F95 – Lot/Land Exclusive Right to Sell Listing Agreement (Seller Agency)

ALL FORMS:

Modification Dates have changed on the footer of every page to:

Modified ~~5/18/2009~~ 1/01/2010

The Copyright has changed on the footer of every page to:

Copyright ~~2009~~ 2010 © Tennessee Association of Realtors®

Forms that have been changed/edited:

F1 – Confirmation of Agency Status

Line 33

The word ~~then~~ was corrected to ~~them~~

F2 – Buyer Representation Agreement - (Non Exclusive)

DESIGNATED AGENCY

Line 5-6

Added:

For and in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned

Line 7

The following was added:

(“Broker”)

Line 30-35

on the total sale. ~~An additional _____ fee of \$ _____ shall be paid by Buyer on _____ (Date).~~ *any properties achieved through the efforts of Broker.*

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. Broker’s fee is earned at the signing by both parties of an agreement to purchase, lease, exchange or *the exercise of an option* ~~of~~ *for* any property(ies) as described above through the efforts of Broker and is due at the closing of any such transaction. In the event that Buyer defaults on performance of a valid contract for sale, lease, exchange or *exercised* option, Broker’s fee will be due on the date of default.

Buyer agrees to pay all.

Lines 60-62

Added another agency type definition:

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.*

Lines 72-74

passed on by the licensee to that other party. Buyer understands that there is a possibility that sellers or sellers' representatives may not treat the existence, terms, or conditions of offers as confidential unless confidentiality is required by law, regulation, or by any confidentiality agreement between the parties.

Line 77

*The word **Tenant** is now spelled correctly and open quotation marks were added before the word **Sellers**.*

Line 116

*Upon Waiver of any of the above duties **listed under subparagraph 4.C.3.**, the Client may not expect or seek*

Lines 155-158

A. Binding Effect, Entire Agreement, Modification, and Assignment and Binding Agreement Date.

*This Agreement shall be for the benefit of, and be binding upon, the parties hereto, their heirs, successors, legal representatives and **permitted** assigns. **This Agreement may only be assigned with the written consent of both parties.** This Agreement constitutes the sole and entire agreement between the parties hereto and no modification of*

Line 170

*by the location of **Property the Firm**. **In the event a performance deadline** occurs on a Saturday, Sunday or legal holiday,*

Line 225-226

The following was added to the Signature Area:

Print/Type Name

Print/Type Name

F3 – Buyer Representation Agreement (Exclusive Right to Buy)

DESIGNATED AGENCY

Line 5-6

Added:

For and in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned

Line 28 and Line 33

The word *client* was capitalized “*Client*”

Lines 34-38

based on the total sale. ~~An additional _____ fee of \$ _____ shall be paid by Buyer on _____ (Date).~~ *any properties achieved through the efforts of Broker. 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.* 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. In the event that Buyer defaults on performance of a valid contract for sale, lease, exchange or *exercised* option, Broker’s fee will be due on

Lines 63-65

Added another agency type definition:

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.*

Lines 75-77

passed on by the licensee to that other party. *Buyer understands that there is a possibility that sellers or sellers’ representatives may not treat the existence, terms, or conditions of offers as confidential unless confidentiality is required by law, regulation, or by any confidentiality agreement between the parties.*

Line 80

The word **Tenant** is now spelled correctly and open quotation marks were added before the word “*Sellers*”.

Line 119

Upon Waiver of any of the above duties *listed under subparagraph 4.C.3.*, the Client may not expect or seek

Lines 166-168

A. Binding Effect, Entire Agreement, Modification, and Assignment and Binding Agreement Date.

This Agreement shall be for the benefit of, and be binding upon, the parties hereto, their heirs, successors, legal representatives and *permitted* assigns. *This Agreement may only be assigned with the written consent of both parties.* This Agreement constitutes the sole and entire agreement between the parties hereto and no modification of

Line 179

by the location of ~~Property~~ *the Firm*. **In the event a performance deadline** occurs on a Saturday, Sunday or legal holiday,

Line 225-226

The following was added to the Signature Area:

Print/Type Name

Print/Type Name

F4 – Buyer Inspection Contingency Removal / Notification

Lines 1-2

The undersigned parties agree to and accept this inspection amendment to the Purchase and Sales Agreement with a Binding Agreement Date of _____ (“Agreement”) for the purchase and sale of the real property

Line 29, Line 33, and Line 56

Deleted the “s” from the word “Sales”

Purchase and Sales Agreement

Line 37

LIST OF ITEMS TO BE REPAIRED AND/OR REPLACED:

Line 57-58

These two lines were inserted underneath section number #4 (lines 55-56). In previous version, these two lines preceded lines 55-56.

F5 – Repair Counter Proposal

Lines 2-3

The undersigned Sellers hereby accept the terms of Buyer’s Inspection Contingency Removal/Notification *dated* _____ relating to the Purchase and Sale Agreement ~~dated~~ _____ with a Binding Agreement date of _____ for the

Line 22

BUYERS

F7 – Closing Date / Possession Date Amendment

Line 10

price), and this Agreement shall expire, at 11:59 p.m. ~~of~~ on the _____ day of _____, _____, or on

F8 – Counter Offer

Line 2

Deleted the “s” from the word “Sales”: Purchase and Sales Agreement

Lines 27-28

This Counter Offer form will not be a part of the Purchase and Sale Agreement and be binding until accepted and signed by all parties.

F9 – Purchase and Sale Agreement

Line 1

Purchase and Sale. For and in consideration of *the* mutual covenants herein and other good and valuable consideration,

Line 7 – Removed quotation marks around words in the parentheses.

Line 33

E. FUEL: Fuel, if any, will be adjusted and charged to ~~the~~ Buyer and credited to ~~the~~ Seller at closing at current market prices.

Line 35-36

provided herein, Buyer will at closing have sufficient cash to complete the purchase of the Property *under the terms of this Purchase and Sale Agreement (hereinafter "Agreement")*. The purchase price to be paid is:

Lines 46-49

If the appraised value of the Property does not equal or exceed the Purchase Price, ~~the~~ Buyer may terminate this Agreement by providing written notice to the Seller and providing written proof of the same (~~e.g. for example, this written proof could include, but is not limited to, a copy of appraisal, or a signed letter from Lender~~) *via the Notification form or equivalent written notice*. Upon termination, Buyer is entitled to

Lines 77-78

providing written notice and a copy of Lender's loan denial letter *via the Notification form or equivalent written notice*. Upon termination, Buyer is entitled to a refund of the Earnest Money. Lender is defined herein as the

Lines 80-81

The loan shall be of the type selected below (*Select the appropriate boxes. Unselected items will not be part of this Agreement*):

Lines 86-92

- a. Make application for the loan *and*
 - b. ~~Pay any fees necessary to complete full loan processing and approval, and~~
Instruct Lender to order credit report and appraisal;
- (2) *To promptly pay any required fees necessary to complete full loan processing and approval subject to time limitations established by governmental regulations, if any;*
 - (3) *To pursue qualification for and approval of the loan diligently and in good faith;*
 - (4) *To immediately notify Seller or Seller's representative of having applied for the loan and Lender's name and contact information via the Notification form or equivalent written notice;*

Lines 98-99

Should Buyer fail to make timely application and provide notice as required in (1)(a) and (4 3) above, Seller may make written demand for compliance *via the Notification form or equivalent written notice*. If Buyer does not

Line 125

upon written notice to Buyer *via the Notification form or equivalent written notice*. Earnest Money is to be deposited

Lines 143-149

Price), 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 will not be part of this Agreement):*

Line 174

Buyer may, *at Buyer's discretion*,

Lines 176-177

- (2) require Seller to attempt to remedy within fifteen (15) days after notification to Seller. *Buyer shall provide Seller with written notice of such requirement via the Notification form or equivalent written notice*. If not

Line 185

B. Deed. Deed *is* to be made in the name of _____.

Lines 191-192

- 7. Lead Based Paint Disclosure** *(Select the appropriate box below. Items not selected are not part of this Agreement).*

Line 269:

Seller or Buyer *and their brokers* (collectively referred to as "Brokers") are not parties to this Agreement and do not have

Line 283-284:

acknowledge that the ~~brokers~~ Brokers involved in this transaction may receive compensation from more than one party. All parties to this Agreement acknowledge that any ~~real-estate~~ Broker(s) involved in this transaction shall be deemed a third

Lines 294-295

13. Home Protection Plan. 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).*

Lines 357

B. ~~the~~ Buyer to determine the compliance of the system with state and local requirements. [For additional information on

Line 361

~~the~~ Buyer to determine the compliance of the system with state and local requirements. In addition, Buyer may, for a

Line 372

moved from an existing foundation to another foundation *where such information is known to the Seller.* ~~Effective July 1, 2009,~~ Seller shall be

F10 – Lot/Land Purchase and Sale Agreement

Line 1

Purchase and Sale. For and in consideration of *the* mutual covenants herein and other good and valuable consideration,

Line 7 – Removed quotation marks around words in the parentheses.

Line 13

This box must be checked to be part of this Agreement. The full and legal description of said Property is as described

Lines 21-22

provided herein, Buyer will at closing have sufficient cash to complete the purchase of the Property *under the terms of this Lot/Land Purchase and Sale Agreement (hereinafter "Purchase and Sale Agreement" or "Agreement").* The

Line 27

47-32-101, et seq. This price is based (**select one.** *The sections not checked are not a part of this Agreement.*):

Line 29

per acre with the ~~sales price~~ *Purchase Price* to be determined by the actual amount of acreage of the Property, \$_____

Line 31

for entire Property as a tract but with the ~~sales price~~ *Purchase Price* to be adjusted upward or downward at \$_____ per

Lines 41-42

~~(e.g. for example, this written proof could include, but is not limited to, a copy of appraisal, or a signed letter from Lender)~~ *via the Notification form or equivalent written notice*. Upon termination, Buyer is entitled to

Line 70-71

providing written notice and a copy of Lender's loan denial letter *via the Notification form or equivalent written notice*. Upon termination, Buyer is entitled to a refund of the Earnest Money. Lender is defined herein as the

Line 73-74

The loan shall be of the type selected below *(Select the appropriate boxes. Unselected items will not be part of this Agreement):*

Line 78-82:

- (1) Within five (5) days after the Binding Agreement Date, Buyer shall:
 - a. Make application for the loan *and*
 - ~~b. Pay any fees necessary to complete full loan processing and approval, and~~
 - b. *Instruct Lender to order credit report and appraisal;*
- (2) To promptly pay any required fees necessary to complete full loan processing and approval subject to time limitations established by governmental regulations, if any;

Lines 84-85

- (4) To immediately notify *Seller or* Seller's representative of having applied for the loan and Lender's name and contact information *via the Notification form or equivalent written notice*;

Line 88

or sale of any ~~existing~~ *other real* property and the same shall not be used as the basis for loan denial; and

Line 86 – added the following:

Should Buyer fail to make timely application and provide notice as required in (1)(a) and ~~(3)~~ (4) above, Seller may make written demand for compliance *via the Notification form or equivalent written notice*. If Buyer does not

...

Line 112

_____ (name of Holder) (“Holder”)

Line 118

Agreement upon written notice to Buyer *via the Notification form or equivalent written notice*. Earnest Money is to be

Lines 136-142

Price), 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 will not be part of this Agreement*):

Lines 151

C. Special Assessments. Special Assessments approved or levied prior to the ~~closing date~~ *Closing Date* shall be paid by the Seller

Line 168

Buyer may, *at Buyer's discretion*,:

Lines 170-171

- (2) require Seller to attempt to remedy within fifteen (15) days after notification to Seller. *Buyer shall provide Seller with written notice of such requirement via the Notification form or equivalent written notice*. If not

Line 240

Seller or Buyer *and their brokers* (collectively referred to as "Brokers") are not parties to this Agreement and do not have

Line 255:

parties to this Agreement agree and acknowledge that any ~~real-estate~~ Brokers involved in this transaction shall be deemed a third

Lines 258-260

10. Default. Should Buyer default hereunder, the Earnest Money shall be forfeited as damages to ~~the~~ 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 ~~the~~ Seller default, Buyer's Earnest Money shall be refunded to Buyer. In

Line 315

supporting documents shall be provided for ~~the~~ Seller's benefit only and Seller shall not disseminate the same to third

Line 327

~~the~~ Buyer to determine the compliance of the system with state and local requirements. In addition, Buyer may, for a

Line 333

of the Property by ~~the~~ Buyer.

Line 338 – added the following:

moved from an existing foundation to another foundation *where such information is known to the Seller.* ~~Effective July 1, 2009,~~ Seller shall be

F13 – Back-Up Agreement Contingency Addendum

Line 6

the purpose of changing, deleting, supplementing or adding terms to said Purchase and Sale Agreement (*“Agreement”*). In

F14 – Disclaimer Notice

Line 37

remediate and/or repair. It is strongly recommended that you secure the services ~~of~~ *of* knowledgeable

Line 47

(BPO), etc., while sometimes used to set an asking price *or an offer price*, is **not** an appraisal.

Line 57

effect before committing to a property, ~~or~~ or provide for this contingency in your Purchase and Sales Agreement.

Line 89– Edited the word:

Licenses~~s~~

F15 – Lead-Based Paint Disclosure

Lines 48 through the end of the form:

The Signature Area is all NEW content to be in compliance with HUD

F16 – Tennessee Residential Property Condition Disclosure

Lines 51-54

Conservation, and whether the property is located within a Planned Unit Development as defined by Tenn. Code Ann. § 66-5-213 and, if requested, provide buyers with a copy of the development’s restrictive covenants, homeowner bylaws and master deed. Sellers must also disclose if they have knowledge that the residence has ever been moved from an existing foundation to another foundation.

Lines 215-230: This is all NEW additional verbiage

F17 – Personal Interest Disclosure

Line 12

disclosure of such interest and the timely written consent ~~or~~ of all parties to the transaction.”]

F18 – Assumption Agreement Addendum

Line 28

make loan application within _____ days *after* the ~~date of this contact~~ *Binding Agreement Date* and to use due diligence to obtain this

F19 – Condominium Legal Description Exhibit

Line 4

This Exhibit is part of the *Purchase and Sale* Agreement with an offer date of _____ for the purchase and

F23 – Request for Condominium Association Information

Line 12 – added the following:

1. The name and principal address of the Declarant (a person/*company* who...

Line 49 –

Buyer understands that a reasonable fee may be charged by Association or Declarant for these documents. ~~which shall be payable by Buyer.~~

Line 73-74

The following was added to the Signature Area:

Print/Type Name

Print/Type Name

F24 – Arbitration / Mediation Agreement

Line 9-10

American Arbitration Association (*arbitration*) and/or *Tennessee Supreme Court Rule 31 (mediation)* in accordance with the procedure selected below. Buyer and Seller must check the same procedure (the unmarked ~~check~~ boxed procedures are not a part of

F25 – Personal Property Agreement

Line 22

whatsoever, the ~~sale~~ *Purchase and Sale Agreement* is not consummated, then this Bill of Sale covering personal property

F26 – Notification

Line 8-9

~~of the Appraisal.~~ *proof that appraised value did not equal or exceed Purchase Price (for example, this written proof could include, but is not limited to, a copy of appraisal or a signed letter from Lender.)*

Line 18

This is ~~the~~ Seller's written demand for Buyer to provide written evidence of Loan Application.

F27 – Option Agreement

Line 15 – Capitalized the word *Option*

Lines 49, 64, 79, 94, 109, and 126

Personally appeared before me, a Notary Public ~~is and~~ for said County and State, the within named Seller,

F28 – Referral Agreement

Line 31

shall only be paid for the Buyer's side *and/or* Seller's side actually referred ("Referral Fee") pursuant to Section 3 above. Referral

Lines 35-36

This Agreement begins on the last date signed below, and expires on _____ at 11:59 ~~P.M.~~ *p.m.*, _____ *time zone*. This Agreement will automatically extend through the term of any agency agreement

F30 – Earnest Money Disbursement and Mutual Release Agreement

Lines 9-10

that in consideration of mutual promises and conditions herein contained, the *receipt and sufficiency of which is hereby acknowledged*, the Buyer(s), Seller(s) and Broker(s) (including all Licensees connected herewith) do hereby jointly and

Line 18 – *changed the following:* Purchase and Sales Agreement

Lines 30-31

4. *Other:* _____

F31 – Occupancy Agreement for Buyer Prior to Closing

Lines 16-18

deposited in Holder's account. In the case of any dispute arising from this ~~agreement~~ *Agreement*, Holder shall have the same rights in handling the Deposit as those set forth for Earnest Money in the Purchase and Sale Agreement. This deposit is to be returned to Buyer at the time the sale is consummated *or applied as a credit toward Buyer at Closing*. If Deposit Money

Line 46

11. Buyer agrees that he shall not improve, decorate or alter the ~~premises~~ *Property* in any manner without the written consent of the

Lines 66-67

18. Upon execution by Buyer and Seller, this Agreement shall become part of the Purchase and Sale Agreement for the aforementioned Property with a Binding Agreement Date of _____ as if stated verbatim therein.

F32 – Temporary Occupancy Agreement for Seller After Closing

Lines 37-38

11. Seller hereby agrees that they shall be responsible for any damage to the Property, *other than catastrophic damage referred to in paragraph 10 above*, which occurs prior to or during their move out of the Property. Seller further

F33 – Contract Language for Special Stipulations (Language to be inserted in Special Stipulations, Addendum or *Amendment*)

Lines 1– changed the following

They are listed here for your use to be inserted into the Agreement by using the Special Stipulations, *an Addendum- or an Amendment*

Line 24

in the amount of \$_____. Said assessment or lien shall be paid by ~~+~~ _____ at the closing of this sale.

Lines 42-43

if acceptable, *Buyer* notifying the Seller or Broker on or before _____. Should the Property be unacceptable to _____, ~~Seller~~ *Buyer* shall provide written notice to ~~Buyer~~ *Seller* that ~~Seller~~ *Buyer* is exercising his

Line 46

The word waived was changed to lowercase “w”

Line 70-77

Section G. is a NEW special stipulation dealing with “Sale of Property” contingency

Lines 89-90

Buyer has not received such approval and agreement from the Lender within _____ days ~~after~~ *following* the ~~date of acceptance of this Binding Agreement Date~~, or should Buyer fail to qualify, Seller shall have the option of waiving this

Lines 118-119

said date), Seller may terminate this Agreement by written notification to Buyer and Broker *at which time Buyer shall be considered in default.*

Line 157

or equivalent written notice with all Earnest Money being promptly refunded to Buyer. All parties agree to sign

F34a – Seller’s Right to Continue to Market Property Addendum

Line 42

consequence of said contingency not being met, Buyer’s Earnest Money shall be ~~retained~~
~~by~~ *forfeited to* Seller in accordance with the

Line 51

delivered to Holder by Buyer along with the Buyer’s signature ~~of~~ *on* Option I under Paragraph B. on the Seller’s

F35 – Broker’s Authorization to Hire Vendor

Line 16-17

Service to be provided _____

Furnishing of any names of Vendors provided by the Broker or Broker’s Affiliated Licensee(s) is done as a ministerial act

Lines 21-23

Affiliated Licensee(s) and that Broker or any ~~affiliated licensee~~ *Affiliated Licensee(s)* is not responsible for any representation, guarantees or warranties of the selected Vendors or their services. For good and valuable consideration, the receipt and sufficiency of which ~~are~~ *is* hereby acknowledged, the undersigned herewith releases the Broker, the Broker’s Affiliated Licensees or his

F36 – Vendor List

Lines 1– changed the following

~~TYPE OF~~ VENDORS:

Lines 13-16

Furnishing of any names of Vendors provided by the Broker or Broker’s Affiliated Licensee(s) is done as a ministerial act and only as a courtesy to the undersigned and does not in any way constitute any warranty or representation as to the quality of the Vendors, their services or subsequent reports. The undersigned acknowledges that it/they had the option to select any Vendor of its/their choice, including any not listed above and that Broker *or Broker's Affiliated Licensee(s)* is not responsible

F39 – Agreement for Unlicensed Assistant

Lines 92

respect to the ~~authorization of Broker of the~~ rendering of services by Assistant to Licensee and contains all of the covenants and agreements between

Lines 113

~~LICENSEE~~ ~~BROKER~~

F42 – Tennessee Residential Property Condition Exemption Notification

Lines 47-52

Sellers must disclose the presence of any known exterior injection well, ~~and~~ the results of any known percolation tests or soil absorption rate performed on the property that is

determined or accepted by the Department of Environment and Conservation, *and whether the property is located within a Planned Unit Development as defined by Tenn. Code Ann. § 66-5-213 and, if requested, provide buyers with a copy of the development's restrictive covenants, homeowner bylaws and master deed. Sellers must also disclose if they have knowledge that the residence has ever been moved from an existing foundation to another foundation.*

F43 – Tennessee Residential Property Condition Disclaimer Statement

Lines 47-52

Sellers must disclose the presence of any known exterior injection well, **and** the results of any known percolation tests or soil absorption rate performed on the property that is determined or accepted by the Department of Environment and Conservation, *and whether the property is located within a Planned Unit Development as defined by Tenn. Code Ann. § 66-5-213 and, if requested, provide buyers with a copy of the development's restrictive covenants, homeowner bylaws and master deed. Sellers must also disclose if they have knowledge that the residence has ever been moved from an existing foundation to another foundation.*

F46 – Referral for Service Disclosure

Line 5

~~The licensee name below~~ _____ ("*Licensee*") has recommended that Buyer and/or Seller use the services of:

Lines 24-25 – The word licensee was capitalized

F47 – VA/FHA Loan Addendum

Line 12

requirements, a written statement by the Federal Housing Commissioner *or* Veterans Administration, or a Direct

Line 21 – a comma was added after the word "Commissioner"

Line 53-55 – added the following:

attached addendum between the BUYER, the SELLER, or REAL ESTATE BROKER." *The parties agree that the Real Estate Broker's signature on this document is for certification purposes only as required and does not make either said Real Estate Broker a party to the Purchase and Sale Agreement.*

*Line 66-70 – added Signature area for Real Estate Broker representing Buyer:
The party(ies) below have signed and acknowledge receipt of a copy.*

REAL ESTATE BROKER FOR BUYER **FIRM**

_____ at _____ o'clock am/ pm

Date

Line 73-77 – added Signature area for Real Estate Broker representing Seller:
The party(ies) below have signed and acknowledge receipt of a copy.

REAL ESTATE BROKER FOR SELLER FIRM

_____ at _____ o'clock am/ pm

Date

F49a – Disclosure of Short Sale information for Buyers and Sellers

Added (s) at the end of the word Creditor throughout the entire document

Lines 12-14

property based upon *things such as* judgments against the Seller, failure to pay taxes, failure to pay those who have performed work on the property or have supplied the materials for work performed on the property (i.e., mechanic's and materialmen's liens), and failure to pay fees associated with homeowner's associations *among others*.

Line 36

E. APPROVAL OF THIRD PARTY CREDITOR(S)

Lines 56-59

if the Third Party Creditor(s) ~~does~~ not allow the closing of the short sale. Buyer and Seller are advised that *the approval of* Third Party Creditor(s) ~~Approval~~ may take some time. Buyer and Seller may want to put a time limit in the Purchase and Sale Agreement making the contract contingent upon *the approval of* Third Party Creditor(s) ~~approval~~ within a particular amount of time.

Line 69

offers, *contracts and/or back-up contracts* to them for approval, even after the Buyer and Seller have agreed upon terms

Lines 75-77

Documentation ~~or~~, for those costs resulting from delays experienced in the approval process, *or or those costs incurred in the event that the transaction does not close due to the failure of the Third Party Creditor(s) to approve the proposed short sale.*

F49b – Short Sale Amendment to the Listing Agreement

Added (s) at the end of the word Creditor throughout the entire document

Lines 19-23

Third Party Creditor(s) as used herein ~~are those parties~~ *is a party* who ~~have~~ *has* a security interest in the Property. Security interests include but are not limited to mortgages, home equity lines, and liens. Liens may have resulted on the property based upon *things such as* judgments against the Seller, failure to pay taxes, failure to pay those who have performed work on the property or have supplied the materials for work performed on the property (i.e., mechanic's and materialmen's liens), and failure to pay fees associated with homeowner's associations *among others*.

Line 29

is approved, ~~these~~ a Third Party Creditor(s) may not forgive any remaining unpaid balances on the debts which are owed

Line 45

E. APPROVAL OF THIRD PARTY CREDITOR(S)

Line 66

to determine the total amount due on property. Seller understands that obtaining ~~Third Party Creditor~~ the approval of Third Party Creditor(s)

Lines 72-73

permission to speak directly with Broker *and his affiliated licensees* so as to facilitate the short sale. This documentation will include at a minimum, the Seller's name, ~~Creditor's~~ the name(s) of Creditor(s), and loan number(s).

Lines 75-76

Third Party Creditor(s) must approve any short sale. Seller is advised that a Third Party Creditor(s) ~~is are not parties a party~~ to the Purchase and Sale

Lines 79-81

Party Creditor(s) do not allow the closing of the short sale. Seller is advised that ~~the approval of~~ Third Party Creditor(s) ~~Approval~~ may take some time. Seller may wish to put a time limit in the Purchase and Sale Agreement making the contract contingent upon the approval of Third Party Creditor(s) ~~approval~~ within a particular amount of time.

Line 85

offers, *contracts and/or back-up contracts* to them for approval, even after the Buyer and Seller have agreed upon terms.

Lines 89-90

advertising. Broker is also authorized to indicate that any commissions paid to cooperating brokers will be subject to ~~the approval of~~ Third Party Creditor(s) ~~approval~~. In addition, Seller understands that the list price may have to be reduced in order to

Lines 92-95

HOLD HARMLESS AND INDEMNITY. Seller holds Brokers (*including their affiliated licensees*) harmless and indemnifies Brokers (*including their affiliated licensees*) from any and all liability for the failure of the Third Party Creditor(s) approving a prospective short sale, any damages suffered as a result of any delays in obtaining ~~the approval of~~ Third Party Creditor(s) ~~approval~~, and from any expenses Seller has incurred during the short sale process.

F49c – Short Sale Addendum to the Purchase and Sale Agreement

Added (s) at the end of the word Creditor throughout the entire document

Line 11

- (a) *the written agreement of all of the Seller's Third Party Creditor(s)*~~s-written agreement~~ to accept the terms of this Purchase and Sale

Line 16

- (b) *the final written agreement of all of the Third Party Creditor(s)* ~~s-written agreement~~ to accept a payoff which is less than the balance due

Line 18

- (c) *the* written agreement by all Third Party Creditor(s) that the receipt of the agreed sum will serve as a complete and

Lines 21-23

Failure to Obtain ~~Third Party Creditor~~ Approval *of Third Party Creditor(s)*: If *the* Third Party Creditor(s) has not provided final, written approval within the number of days specified above, either party may, at his option, terminate this Agreement with _____ days written notice as provided for in this Agreement and any ~~earnest money~~ *Earnest Money* shall be returned to Buyer.

Lines 30-35

4. ***Right to Continue to Market Property.*** *The parties agree and understand that the Third Party Creditor(s) may require the Seller continue to market the property and continue to submit additional offers, contracts and/or back-up contracts to them for approval, even after Buyer and Seller have agreed upon terms and submitted their contract for approval. This process of receiving multiple offers may cause significant delays in the approval process. Buyer and Seller hereby agree that Seller may continue to market the property and may submit any additional offers, contracts and/or back-up contracts to the Third Party Creditor(s) for consideration even after entering into this Agreement.*

Lines 36-37

Hold Harmless and Indemnity: Buyer and Seller agree to hold one another harmless from any damages resulting from the ~~Third Party Creditor(s)~~ failure *of a Third Party Creditor(s)* to approve the Purchase Price, the terms of this Agreement and the HUD-1

Line 40

incurred as a result of any delays in the approval process or by *failure of a* Third Party Creditor(s)~~s-failing~~ to approve the short

F50 – Lot/Land Exclusive Right to Sell Listing Agreement

Lines 5-6

In consideration of Broker's Agreement to find a ready, willing, and able Buyer *and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged*, the undersigned Seller hereby grants Broker the Exclusive Right to Sell

Line 8 – added the following
 (“Address”) _____ (“City”), Tennessee _____ (“Zip”)

Line 28 – added the following
 per acre in the event the actual amount of acreage of the Property ~~as~~ based on a current or mutually acceptable

Lines 33-34

If a contract to purchase, exchange or lease is signed before this Agreement expires, the term hereof shall continue until final disposition of Purchase and Sale Agreement, exchange agreement, or lease agreement.

Line 35

Carry-Over Clause. Should the Seller contract to sell or exchange, or contract to lease the Property within _____

Line 38

term hereof, as extended, the Seller agrees to pay the compensation as set forth below. ~~If a contract to purchase or lease is signed before this Agreement expires, the term hereof shall continue until final disposition of Purchase and Sale Agreement or lease agreement.~~ This *carry-over clause* ~~paragraph~~ shall not

Line 43

\$ _____, or _____% compensation based on the total sales price ~~and an additional _____ fee of \$ _____~~ shall be paid by Seller to Broker in readily available funds on the date of Closing of Property as evidenced by

Lines 47-48

\$ _____, or _____% compensation based upon the monthly rental amount ~~and an additional _____ fee of \$ _____~~ which shall be paid by Seller to Broker in readily available funds within five business days of ~~Landlord receiving rental rent being due~~ under the terms of ~~said the~~

Lines 129-137

shall offer a cooperative compensation *to any agent who is a member participant of any MLS in which Property is listed* in the amount of _____% of Selling Price or \$ _____ to a Selling Agent or Facilitator *(an agent who is representing the interests of and/or is working with the Buyer) who is the procuring cause of the transaction. Broker may offer a cooperative compensation to an agent who is not a member participant of the MLS(s) in which the Property is listed. In the event that Broker elects to offer a cooperating compensation to an agent who is not a member participant in the MLS(s) in which the Property is listed, it will be in the amount of _____% of Selling Price or \$ _____ to a Selling Agent or Facilitator (an agent who is representing the interests of and/or is working with the Buyer) who is the procuring cause of the transaction. In this event, Broker shall notify*

Seller in writing that a cooperative compensation is being offered to that nonmember participant agent. Seller will assist the Broker in

Line 142

the Additional Required Residential *Disclosures* form (F85) (if required by law); to exhibit said Property to any

Line 153

Required Residential *Disclosures* form (F85) as required by law. Seller has not advised Broker and/or his affiliated

Lines 192-204

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 he/she 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.

Lines 267-269 – added the following

purchase price for the Property. Such deposit is to be held by Broker in an escrow account *or forwarded to party authorized to hold said funds as set forth in an executed contract for purchase, lease, exchange, or option agreement* until disbursed in accordance with the terms of *said agreement* ~~the Purchase and Sale Agreement.~~

Lines 273-276

A. Binding Effect, Entire Agreement, Modification, and Assignment and Binding Agreement Date.

This Agreement shall be for the benefit of, and be binding upon, the parties hereto, their heirs, successors, legal representatives and *permitted* assigns. *This Agreement may only be assigned with the written consent of both parties.* This Agreement constitutes the sole and entire agreement between the parties hereto and no modification of

Lines 344-345

The following was added to the Signature Area:

Print/Type Name

Print/Type Name

F51 – Commercial / Industrial Real Property Disclosure

Line 5

in the disclosure is the representation of the owner and not ~~representations~~ *the representation* of the real estate licensee or sales person, if any.

Line 11

person or entity in connection with any actual or anticipated ~~sale~~ *lease* of the subject property.

Line 65

provisions in the ~~purchase~~ *lease* agreement regarding advice, inspections, defects and/or code compliance.

F52 – Exhibit “B” To Commercial Purchase and Sale Agreement

Line 6

supplementing or adding terms to said Commercial Purchase and Sale Agreement. In consideration of *the* mutual covenants

Line 53

of this ~~Addendum~~ *Exhibit* conflict with the terms of the Commercial Purchase and Sale Agreement or other documents executed prior to

F53 – Exhibit “C” To Commercial Purchase and Sale Agreement

Line 46

of this ~~Addendum~~ *Exhibit* conflict with the terms of the Commercial Purchase and Sale Agreement or other documents executed prior to

F54 – Exhibit “D” To Commercial Purchase and Sale Agreement

Line 23

underwriters (or organization exercising functions similar thereto) ~~or mortgage~~ directed to Seller and requesting the performance

Line 93

of this ~~Addendum~~ *Exhibit* conflict with the terms of the Commercial Purchase and Sale Agreement or other documents executed prior to

F55 – Water Suply and Waste Disposal Notification

Lines 24-26

the Buyer may want the system dye tested and to have the tank and field lines located.
Buyer may, for a fee, obtain a septic system inspection letter from the Tennessee Department of Environment and Conservation, Division of Ground Water Protection.

F56 – Compensation Agreement Between Listing & Selling Broker

Line 14

Buyer, and Selling Broker if ~~any~~ *the* Purchase and Sale Agreement that Selling Broker is involved in does not close.

F58 – Residential Lease Agreement for Single-Family Dwelling

Lines 1-2

For and in consideration of the mutual covenants set forth herein and other good and valuable consideration, *the sufficiency and adequacy of which is hereby acknowledged,*

Line 171

L. During freezing temperatures, Tenant agrees to take all reasonable steps to protect ~~against~~ pipes from freezing.

Lines 208-209

C. In the event that Landlord terminates the Lease, Landlord shall have the right to secure another ~~Tenant~~ *tenant* for the Premises. In any event, the ~~tenant~~ *Tenant* shall remain liable to Landlord for any and all Rent due under the terms of this

Line 222

following circumstances: (1) pursuant to a court order; (2) following the fourteen day cure period listed in paragraph ~~14~~ *15*

Line 261

E-mail _____ *E-mail* _____

Line 263

In the event that there is a malfunction or defect in the ~~electrie~~ *electrical* wiring or fixtures; heating and air conditioning system;

Line 282

~~A. Landlord.~~

~~Landlord shall not be liable for any damage or injury to Tenant, or any other person or to Leased Property, occurring on the Leased Property, or any part thereof, and Tenant agrees to hold Landlord harmless from any claims for damages no matter how caused, provided Landlord did not willfully or negligently cause said damage or injury.~~

B. Agents. Both Landlord and Tenant understand and agree that neither Broker nor licensee for either party is acting in the capacity

F60 – New Construction Purchase and Sale Agreement

Line 2

For and in consideration of *the* mutual covenants herein and other good and valuable consideration, the receipt and

Line 9 – *Removed quotation marks around words in the parentheses.*

Line 18

E. FUEL: Fuel, if any, will be adjusted and charged to ~~the~~ Buyer and credited to ~~the~~ Seller at closing at current market prices.

Line 20-22

provided herein, Buyer will at closing have sufficient cash to complete the purchase of the Property *under the terms of this New Construction Purchase and Sale Agreement (hereinafter "Purchase and Sale Agreement" or "Agreement")*. The purchase price to be paid is:

Lines 32-35

If the appraised value of the Property does not equal or exceed the Purchase Price, ~~the~~ Buyer may terminate this Agreement by providing written notice to the Seller and providing written proof of the same (~~e.g. for example, this written proof could include, but is not limited to, a copy of appraisal, or a signed letter from Lender~~) *via the Notification form or equivalent written notice*. Upon termination, Buyer is entitled to refund of the

Lines 63-64

providing written notice and a copy of Lender's loan denial letter *via the Notification form or equivalent written notice*. Upon termination, Buyer is entitled to a refund of the Earnest Money. Lender is defined herein as the

Lines 66-67

The loan shall be of the type selected below (*Select the appropriate boxes. Unselected items will not be part of this Agreement*):

Line 71-75:

- (1) Within five (5) days after the Binding Agreement Date, Buyer shall:
 - a. Make application for the loan *and*
 - ~~b. Pay any fees necessary to complete full loan processing and approval, and~~
 - b. *Instruct Lender to order credit report and appraisal;*
- (2) To promptly pay any required fees necessary to complete full loan processing and approval subject to time limitations established by governmental regulations, if any;

Lines 77-78

(4) To immediately notify Seller or Seller's representative of having applied for the loan and Lender's name and contact information *via the Notification form or equivalent written notice*;

Line 84-85

Should Buyer fail to make timely application and provide notice as required in (1)(a) and ~~(3)~~ (4) above, Seller may make written demand for compliance *via the Notification form or equivalent written notice*. If Buyer does not

...

Line 105-106

_____ (name of Holder) ("Holder")

Line 111-112

good funds, ~~the~~ Seller shall have the right to terminate this Agreement upon written notice to Buyer *via the Notification form or equivalent written notice*. Deposit Money is to be deposited promptly after the Binding Agreement Date or the

Lines 163-169

Price), 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 will not be part of this Agreement):*

Lines 180

C. Special Assessments. Special Assessments approved or levied prior to the ~~closing date~~ *Closing Date* shall be paid by the Seller

Line 187

are required at closing to meet the requirements of the ~~lender~~ *Lender* and of federal and state law.

Line 198

Buyer may, *at Buyer's discretion*,:

Lines 200-201

(2) require Seller to attempt to remedy within fifteen (15) days after notification to Seller. *Buyer shall provide Seller with written notice of such requirement via the Notification form or equivalent written notice*. If not

Line 209

B. Deed. Deed *is* to be made in the name of _____.

Line 252

responsibility of ~~the~~ Buyer to determine the compliance of the system with state and local requirements. In addition,

Line 258

of the Property of ~~the~~ Buyer.

Line 263

moved from an existing foundation to another foundation ~~Effective July 1, 2009~~ where such information is known to the Seller. Seller shall be

Lines 268-269

21. Labor and Materials Warranty & Seller's Property Condition Disclosure.
(Select the appropriate boxes below. Unselected items will not be part of this Agreement)

Lines 275-276

22. Extended Builder Warranty. Not a substitution for Inspections. Exclusions to coverage may apply. *(Select the appropriate boxes below. Unselected items will not be part of this Agreement)*

Line 344

Seller or Buyer and their brokers (collectively referred to as "Brokers") are not parties to this Agreement and do not

Lines 356-358

26. Default. Should Buyer default hereunder, the Earnest Money shall be forfeited as damages to ~~the~~ 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 ~~the~~ Seller default, Buyer's Earnest Money shall be refunded to Buyer. In

Line 366-367:

acknowledge that the ~~brokers~~ Brokers involved in this transaction may receive compensation from more than one party. All parties to this Agreement agree and acknowledge that any ~~real-estate-brokers~~ Brokers involved in this transaction shall be deemed a third

F61 – New Construction Allowance Addendum

Lines 66-67

on hand or immediately available and shall be based on ~~Builder's~~ Seller's actual net cost. Installation cost is the responsibility of the ~~Builder~~ Seller.

F64 – Purchase and Sale Agreement Checklist

Lines 12-15

_____ *Within 5 days of BAD*, Loan Application ~~within 5 days after BAD; notify Seller of Date of Application and Lender's name and contact information, pay and instruct Lender to order~~ credit report and appraisal ~~fees and instruct lender to order same and verify~~. Verify it has been done.

_____ *Pay any necessary loan processing fees according to time limitations set up by governmental regulations.*

_____ *Notify Seller of Date of Application and Lender's name and contact information.*

Line 24

_____ Initial inspection and Wood Infestation & Damage Report (WIDR) made *and delivered* (no later than 3

F65 – Commercial Purchase and Sale Agreement

Line 1

For and in consideration of *the* mutual covenants herein and other good and valuable consideration, the receipt and

Line 7 – Removed quotation marks around words in the parentheses.

Line 12

the “Property”, as more particularly described in Exhibit “A” or if Exhibit A is *not* attached as is recorded with the

Line 70-71

B. Title Issues and Objections. Seller shall have _____ days after *the* Binding Agreement Date to provide Buyer preliminary title information and any UCC Financing Statements. ~~Buyers~~ *Buyer* shall have _____ days after receipt of

Line 125

prorated as of 12:01 a.m. *local time* on the Closing Date. Seller shall be responsible (even after Closing) for paying all

Line 127

shall indemnify the Buyer therefore. In addition, the following items shall also be prorated as of 12:01 a.m. *local time* on

Line 131 – *changed the following:*

... **Representations Represents and Warranties.**

Lines 148-149

duty to Buyer or Seller greater than what is set forth in their brokerage engagements, ~~and~~

Tenn. Code Ann. § 62-13-101 et seq. *as amended*, and the Tennessee Real Estate Commission rules and regulations.

Line 195 – added the following:

... Seller or the Buyer *and their brokers (collectively referred to as “Brokers”)* are not parties to this Agreement and do not

Line 252

transfer of title. If casualty loss exceeds 10% of the Purchase Price, *Seller or* Buyer may rescind with full refund of

Line 320

countered or accepted by _____ o’clock a.m./ p.m. *local time* on the _____ day of _____,

F66 – Commercial Exclusive Right to Sell Listing Agreement

Lines 5-6

For and in consideration of the mutual promises contained herein and other good and valuable consideration, *the receipt and sufficiency of which is hereby acknowledged*,

Line 11-12– added the following

(“Address”) _____ (“City”), Tennessee _____ (“Zip”)

Line 14

of Deeds Office, _____ deed book(s), _____ page(s), and further described as:

Line 34

a. *The most* ~~Most~~ recent property tax assessments and tax bills;

Line 37

c. The most recent ~~Survey~~ *survey*, ALTA (American Land Title Association) of the Property or if such a survey is not

Line 72

Firm may advertise the Property for sale in all media and may photograph and/or videotape *the Property* and use the

Line 75

also hereby authorized to place Firm’s “For Sale” sign on the Property. ~~Broker~~ *Firm* is authorized to procure buyers to purchase

Line 78

~~them~~ *buyers, other real estate brokers and their affiliated licensees, and/or multiple listing services or similar services.* Firm

Lines 91-93

Said cooperating broker is the agent and/or facilitator who represents the interests of and/or is working with the buyer. Cooperating brokers are expressly intended to be third-party beneficiaries under this Agreement.

C. Carry Over. Should the Seller contract to sell or exchange or *an* option ~~of is exercised for~~ the Property within

Line 96

the compensation as set forth herein at the closing of the sale, ~~or exchange, or option~~ of the Property. Notwithstanding the

Line 99

of the ~~listing period~~ *Listing Period*, then no compensation shall be owed to Firm by virtue of this Agreement. The compensation

Line 101-108

compensation which would have been due and owing ~~Broker~~ Firm had the transaction closed. Such compensation will be payable without demand. Should the Firm consent to release the Listing prior to the expiration of the ~~listing period~~ *Listing Period*, Seller agrees to pay all costs incurred by the Firm to market the Property as a cancellation fee, in addition to any other sums that may be due to the Firm. Seller agrees to pay all reasonable ~~attorneys'~~ *attorney's* fees together with any court costs and expenses which ~~Broker~~ Firm incurs in enforcing any of Seller's obligations to pay compensation under this

Lines 199-122

6. EARNEST MONEY: *Firm is authorized to accept from Buyer a deposit as earnest money to be applied to the purchase price for the Property. Such deposit is to be held by Firm in an escrow account or forwarded to party authorized to hold said funds as set forth in an executed contract for the purchase, lease, exchange, or option agreement until disbursed in accordance with the terms of said agreement.*

Line 126 – made the word claim plural “claims”

Line 128 – capitalized the word “Firm”

Lines 136-138

on any of these matters *which are* of concern to Seller); (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 Agreement and those duties contained in the Tennessee ~~Code-Annotated~~ *Real Estate Broker License Act of 1973*, as amended, and the Tennessee Real Estate Commission Rules; (d) may make all

Lines 149-153 – replaced the word Broker with Firm

Line 151

Seller, the duty not to give customers false information shall prevail. (d) Unless specified below *in Special Stipulations*,

Line 154

11. Types of Agency

Line 168

written *agency agreement* ~~consent~~.

Lines 176-178

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.*

Lines 205-206

negotiations, or transaction, in which the ~~Listing Licensee~~ *Firm* may also have a representation agreement with the Buyer *who is also being assisted by the Listing Licensee*. In such event, Agent shall immediately

Lines 209-213 – *added the following*

(2) all pronouns shall mean and include the person, entity, firm, or corporation to which they relate, ~~and~~ (3) the masculine shall mean the feminine and vice versa and (4) the term day(s) used throughout this Agreement shall be deemed to be calendar day(s) ending at 11:59 p.m. local time unless otherwise specified in this Agreement. Local time shall be determined by the location of Property. **In the event a performance deadline** occurs on a Saturday, Sunday or legal holiday, the performance deadline shall extend to the next following business day.

Lines 215-221

A. Binding Effect, Entire Agreement, Modification, and Assignment.

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

Lines 225-228

masculine shall mean the feminine and vice versa and (4) the term day(s) used throughout this Agreement shall be deemed to be calendar day(s) ending at 11:59 p.m.

*local time unless otherwise specified in this Agreement. Local time shall be determined by the location of Property. **In the event a performance deadline** occurs on a Saturday, Sunday or legal holiday, the performance deadline shall extend to the next following business day.*

Lines 231-233 – added the following

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

Line 300-301

The following was added to the Signature Area:

Print/Type Name

Print/Type Name

F67 – Commercial Exclusive Leasing ~~Management~~ Agreement

(This is a Lease Listing Agreement will all aspects of MANAGEMENT deleted)

About 90% of this form has been rewritten and therefore can be considered NEW.

F68 – Commercial Open Listing Agreement (For Leases)

Line 11

County Register *of Deeds* Office, ____ deed book(s) __page(s), and further described as:

Line 22

preprinted real estate lease agreement; and (c) comply with all applicable laws *and regulations* in performing its duties

Line 29-36

4. Marketing.

Broker may advertise the Property for lease in all media and may photograph and/or videotape the Property and use the photographs and/or videotapes in connection with Broker's marketing efforts. Broker is also hereby authorized to place Broker's "For Lease" sign or equivalent signage on the Property. Broker is authorized to procure tenants to lease the Property in cooperation with other real estate brokers and their affiliated licensees and to list the Property in a multiple listing service or similar service. Firm may distribute leasing information (including the rent price) to tenants, other real estate brokers and their affiliated licensees, and/or multiple listing services or similar services. Broker and other real estate brokers and their affiliated licensees may show the Property without first notifying Owner.

Line 61-63

Commission is not due to the Firm in the event that Owner or another agent, without the assistance of Firm, directly or indirectly, secures the lease of the property. However,

commission as outlined above will be due to the Firm for any lease of the Property that is procured by the Firm.

Line 69-70

such cooperating broker _____% of Broker's commission or \$ _____. Said cooperating broker is the agent and/or facilitator who represents the interests of and/or is working with the tenant.

Line 83-85

9. DEPOSIT MONEY. *Broker is authorized to accept from tenant(s) a security deposit as set forth in the lease agreement. Broker shall deposit the funds into an escrow account or forward funds to the party authorized to hold such funds as set forth in the executed lease agreement until disbursed in accordance with the terms of the lease agreement.*

Line 89

the event of a conflict between Broker's duty not to give ~~customers~~ customer's false information and the duty to keep the

Line 93-152

This is ALL NEW VERBIAGE with the exception of the following deletion:

~~**9. Broker's Policy Agency.** Unless Broker indicates below that Broker is not offering a specific agency relationship, the types of agency relationships offered by Broker are seller agency, buyer agency, designated agency, dual agency, landlord agency, and tenant agency.~~

~~The agency relationship(s), if any, NOT offered by Broker is/are the follow _____~~

Lines 154-159

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

Lines 163-166

masculine shall mean the feminine and vice versa; and (4) the term day(s) used throughout this Agreement shall be deemed to be calendar day(s) ending at 11:59 p.m. local time unless otherwise specified in this Agreement. Local time shall be determined by the location of Property. In the event a performance deadline occurs on a Saturday,

Sunday or legal holiday, the performance deadline shall extend to the next following business day.

Line 173-177 – This is ALL NEW verbiage

Line 183-201 – This is ALL NEW verbiage

F69 – Commercial Lease Agreement (Single – Tenant Facilities)

Line 9

County Register *of Deeds* Office, ____ deed book(s) __page(s), and further described as:

Line 13

Register *of Deeds* Office of the county in which the Property is located and is made a part of this Lease by reference.

Lines 82-85

Tenant after notice *by Landlord* to Broker and Tenant. Prior to disbursing the Security Deposit pursuant to a reasonable interpretation of this Agreement, Broker shall give all parties ~~seven (7)~~ *five (5) calendar* days notice stating to whom the disbursement will be made. Any party may object in writing to the disbursement, provided the objection is received by the Broker prior to the end of the ~~seven (7)~~ *five (5) calendar* day notice period.

Lines 88-90

Security Deposit for ~~a reasonable period of time~~ *two (2) calendar days* to give the parties an opportunity to resolve the dispute; (b) disburse the Security Deposit and so notify all parties; and/or (c) interplead the Security Deposit into a court of competent jurisdiction. Broker shall be reimbursed ~~for~~ *from* and may deduct for any funds

Line 163

at ~~Landlord's~~ *Landlord's* option, pay utilities and be reimbursed by Tenant along with the next month's rent. Landlord shall not be

Line 230

Landlord at the expense of Tenant, for storage or, for public or private sale ~~at~~ *Landlord's option as permitted by applicable law*, and

Line 241

Monday ~~to~~ *through* Friday (excluding public holidays); between _____ a.m. and _____ p.m., Saturday; and

Lines 253-255

abandoned, and Landlord shall have the right ~~without notice~~, to store or dispose of any personal property left on the Property by Tenant *as permitted by applicable law*. Landlord shall also have the right to store or dispose of any of Tenant's personal property

remaining on the Property after the termination of this Lease ~~Any such personal property shall become Landlord's personal property. as permitted by applicable law.~~

Lines 354-356

statements. *If on the basis of those statements Tenant owes an amount that is more than the estimated payments for such calendar year previously made by Tenant, Tenant will pay the deficiency to landlord within thirty (30) days after delivery of those statements.* If the Lease commences on a day other than the first (1st) day of the

Lines 371-373

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. Tenant and Landlord agree that Brokers, *their firms and affiliated licensees* shall not be responsible for any matter which could have been revealed through a survey, title search

Line 378

whether permitted or proposed. Tenant and Landlord acknowledge that Brokers, *their firms, and affiliated licensees* are

Lines 387-388

duty to Tenant or Landlord greater than what is set forth in their engagements, the ~~Tenn. Code Ann. §62-13-101 et seq~~ *Tennessee Real Estate Broker License Act of 1973*, as amended, and the Tennessee Real Estate Commission Rules;

Line 455-456

in title to Property. *In this Agreement, the term "Broker" shall be considered the authorized agent of Landlord except to mean a licensed Tennessee real estate broker or brokerage firm and, where the extent specifically provided herein context would indicate, the Broker's affiliated licensees* The terms "Landlord" and

Line 469-474

F. Indemnification. Tenant releases Landlord, Broker, *Broker's firm and Broker's affiliated licensees* from liability for and agrees to indemnify Landlord, Broker, *Broker's firm and Broker's affiliated licensees* against all losses incurred by Landlord, Broker, *Broker's firm and/or Broker's licensees* as a result of: (a) Tenant's failure to fulfill any condition of this Lease; (b) any damage or injury happening in or about the Property to Tenant or Tenant's invitee or licensees or such persons' property, except where such damage or injury is due to gross negligence or willful misconduct of Landlord, *Broker, Broker's firm* or Broker's *affiliated licensees*; (c) Tenant's failure to

Line 485

Broker representing a party as a client ~~pursuant to a written agency agreement or a customer~~ shall be deemed to be notice to that party for all purposes

Lines 500-503

shall mean the feminine and vice versa, *and (4) the term day(s) used throughout this Agreement shall be deemed to be calendar day(s) ending at 11:59 p.m. local time unless otherwise specified in this Agreement. Local time shall be determined by the location of Property. In the event a performance deadline occurs on a Saturday, Sunday or legal holiday, the performance deadline shall extend to the next following business day.*

Line 545

BY: Broker or Licensee Authorized by Broker ~~Listing~~ *Leasing* Broker/Firm

F70 – Commercial Lease Agreement (Multiple – Tenant Facilities)

Line 6

Tenant leases from Landlord, the ~~Property~~ *Premises* described as follows: Suites _____ in the Building or

Line 10

County Register *of Deeds* Office, ____ deed book(s) __page(s), and further described as:

Line 13-14

“~~Property~~ *Premises*”, as more particularly described in Exhibit “A”, or if no Exhibit “A” is attached as is recorded with the County Register *of Deeds* Office of the county in which the ~~Property~~ *Premises* is located and is made a part of this Lease by reference.

Lines 83-86

Tenant after notice *by Landlord* to Broker and Tenant. Prior to disbursing the Security Deposit pursuant to a reasonable interpretation of this Agreement, Broker shall give all parties ~~seven (7)~~ *five (5) calendar* days notice stating to whom the disbursement will be made. Any party may object in writing to the disbursement, provided the objection is received by the Broker prior to the end of the ~~seven (7)~~ *five (5) calendar* day notice period.

Lines 89

Security Deposit for ~~a reasonable period of time~~ *two (2) calendar days* to give the parties an opportunity to resolve the dispute; (b)

Line 135 – ~~Property~~ *Premises*

Line 188

13. Property Loss. Storage of personal ~~property~~ *Property* by Tenant shall be at Tenant’s risk and Landlord shall not be responsible

Line 219

Landlord at the expense of Tenant, for storage or, for public or private sale, ~~at Landlord’s option~~ *as permitted by applicable law*, and

Line 226 – ~~Property~~ *Premises*

Line 230

Monday ~~to~~ *through* Friday (excluding public holidays); between _____ a.m. and _____ p.m., Saturday; and

Lines 244-245

abandoned, and Landlord shall have the right ~~,without notice,~~ to store or dispose of any personal property left on the Property by Tenant *as permitted by applicable law*. Landlord shall also have the right to store or dispose of any of Tenant's personal property remaining on the Property after the termination of this Lease ~~Any such personal property shall become Landlord's personal property.~~ *as permitted by applicable law*.

Line 289

Tenant's interest in its improvements to the Premises, and all furniture, equipment, supplies, and other *property* ~~Property~~

Line 293 – ~~Property~~ *Premises*

Lines 390-392

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. Tenant and Landlord agree that Brokers, *their firms and affiliated licensees* shall not be responsible for any matter which could have been revealed through a survey, title search

Line 397

whether permitted or proposed. Tenant and Landlord acknowledge that Brokers, *their firms, and affiliated licensees* are

Lines 406-407

duty to Tenant or Landlord greater than what is set forth in their engagements, the ~~Tenn. Code Ann. §62-13-101 et seq~~ *Tennessee Real Estate Broker License Act of 1973*, as amended, and the Tennessee Real Estate Commission Rules;

Line 475-476

in title to Premises. *In this Agreement, the term "Broker" shall be considered the authorized agent of Landlord except to mean a licensed Tennessee real estate broker or brokerage firm and, where the extent specifically provided herein context would indicate, the Broker's affiliated licensees* The terms "Landlord" and

Line 503-508

F. Indemnification. Tenant releases Landlord, Broker, *Broker's firm and Broker's affiliated licensees* from liability for and agrees to indemnify Landlord, Broker, *Broker's firm and Broker's affiliated licensees* against all losses incurred by Landlord, Broker, *Broker's firm and/or Broker's licensees* as a result of: (a) Tenant's failure to fulfill any condition of this Lease; (b) any damage or injury happening in or about the Premises to Tenant or Tenant's invitee or licensees or such persons' property, except where such

negligence or willful misconduct of Landlord, *Broker, Broker's firm* or Broker's *affiliated licensees*; (c) Tenant's failure to

Line 521

Broker representing a party as a client ~~pursuant to a written agency agreement or a customer~~ shall be deemed to be notice to that party for all purposes

Lines 536-539

shall mean the feminine and vice versa, *and (4) the term day(s) used throughout this Agreement shall be deemed to be calendar day(s) ending at 11:59 p.m. local time unless otherwise specified in this Agreement. Local time shall be determined by the location of Property. In the event a performance deadline occurs on a Saturday, Sunday or legal holiday, the performance deadline shall extend to the next following business day.*

F72 – Commercial Sublease Agreement

Line 2 – are is

Line 12

Register *of Deeds* Office, _____ deed book(s) _____ page(s), and further described as:

Line 16-17

“Landlord”) and _____ (*hereinafter* “Tenant **Lease**”). A copy of the *aforementioned lease between Landlord and Tenant* (“Lease”) is attached as Exhibit “_____” and incorporated herein.

Line 92

(2) The Broker shall deposit the Security Deposit in Broker's escrow/trust account ~~with Broker retaining the interest if the account is interest bearing~~ within five (5) banking days

Lines 101-105

Subtenant after notice *from Tenant* to Broker and Subtenant. Prior to disbursing the Security Deposit pursuant to a reasonable interpretation of this Agreement, Broker shall give all parties ~~seven (7)~~ *five (5) calendar* days notice stating to whom the disbursement will be made. Any party may object in writing to the disbursement, provided the objection is received by the Broker prior to the end of the ~~seven (7)~~ *five (5) calendar* day notice period.

Lines 107

the Security Deposit for ~~a reasonable period of time~~ *two (2) calendar days* to give the parties an opportunity to resolve the dispute; (b)

Line 109

court of competent jurisdiction. Broker shall be reimbursed for and may deduct ~~for~~ *from* any funds

Lines 237-239

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. Subtenant and Tenant agree that Brokers, *their firms and affiliated licensees* shall not be responsible for any matter which could have been revealed through a survey, title search

Line 246

Subtenant and Tenant acknowledge that Brokers, *their firms and affiliated licensees* are not experts with respect to the

Lines 260-262

agents, assigns, and successors in title to Subleased Premises. *In this Agreement, the term "Broker" shall be considered the authorized agent of Tenant except to mean a licensed Tennessee real estate broker or brokerage firm and, where the extent specifically provided herein context would indicate, the Broker's affiliated licensees.* The terms "Tenant", "Subtenant", and "Landlord" shall include singular and plural, and

Line 269-271

F. Indemnification. Subtenant releases Landlord, Broker, *Broker's firm and Broker's affiliated licensees* from liability for and agrees to indemnify Landlord, Broker, *Broker's firm and Broker's affiliated licensees* against all losses incurred by Landlord, Broker, *Broker's firm and/or Broker's licensees* as a result

Line 276

Broker, Broker's firm or Broker's *affiliated licensees*; (d) Subtenant's failure to comply with any requirements

Line 292

by the Broker representing a party as a client ~~pursuant to a written agency agreement or a customer~~ shall be deemed to be notice to that party for all purposes

Lines 307-310

shall mean the feminine and vice versa, *and (4) the term day(s) used throughout this Agreement shall be deemed to be calendar day(s) ending at 11:59 p.m. local time unless otherwise specified in this Agreement. Local time shall be determined by the location of Property. In the event a performance deadline occurs on a Saturday, Sunday or legal holiday, the performance deadline shall extend to the next following business day.*

Lines 315-316

duty to Subtenant or Tenant greater than what is set forth in their engagements, the ~~Tenn. Code Ann. §62-13-101 et seq~~ *Tennessee Real Estate Broker License Act of 1973*, as amended, and the Tennessee Real Estate Commission Rules;

F73 Commercial Sublease Consent Agreement

Lines 31-34

purposes herein except in transactions where the ~~broker~~ *Broker* is practicing designated agency, receipt of notice by the designated agent representing a party as a client shall be required to constitute notice to that party. *In this Agreement, the term "Broker" shall mean a licensed Tennessee real estate broker or brokerage firm representing a party as a client and where the context would indicate, the Broker's affiliated licensees* Landlord, Tenant, and Subtenant each agrees that

Lines 41 and 46

Added the following field: *E-mail* _____

F74 – Commercial Lease Guaranty

Line 15

the Lease; (2) the commencement of ~~summary~~ *legal* or other proceedings against Tenant; (3) the failure of Landlord to enforce any

Line 25 – ~~guarantor~~ *Guarantor*

Line 41 – ~~bankrupt~~ *bankruptcy*

Lines 104-134 – NEW SIGNATURE AREA

F75 – Commercial Lease Termination and Release Agreement

Line 77

Phone # _____ *Emergency # for repairs* _____

F76 – Commercial Lease Assumption Agreement

Line 51

SELLER ~~LESSEE~~

Line 56

BUYER ~~LESSOR~~

F77 – Commercial Lein Waiver

A NEW SIGNATURE section

F78 – Commercial Letter of Intent (For Purchase of Property)

Line 6 – ~~or~~ *of*

F79 – Commercial Letter of Intent (For Lease of Premises)

Line 3, 18 and 20 – Lessee ~~Tenant~~

F80 – Lot/Land Seller’s Property Disclosure Statement

Line 43

(d) Have any licenses or usage permits been granted for *including* but not limited to

Line 93 – ~~property~~ *Property*

F81 – Amendment to the Listing Agreement

Added an “Other” Section – lines 21 and 22

F84 – Subsurface Sewage Disposal System Disclosure

Lines 13-14

with the Tennessee Department of Environment and Conservation, Groundwater Protection division *located in the county office regulating septic systems*. This file may contain information concerning maintenance that has been

F85 – Additional Required Residential Disclosures

Line 1

Regarding: (*“Property”*) _____

Lines 3-8

Pursuant to Tenn. Code Ann. § 66-5-212, Sellers are required to disclose, in writing, the presence of any known exterior injection well on the ~~property~~ *Property*, whether the *Sellers have knowledge that any single family residence on the Property* has ever been moved from an existing foundation to another foundation, ~~as well as the results of any known~~ *whether the Sellers have knowledge* of any percolation tests or soil absorption rates performed on the ~~property~~ *Property* that are determined or accepted by the Tennessee Department of Environment and Conservation *and the results of said tests and/or rates. Sellers, pursuant to Tenn. Code Ann. § 66-5-213, As of July 1, 2009,* ~~Sellers~~ are also required to disclose in writing if the ~~property~~ *Property* is located in a Planned Unit Development and upon request, provide

Line 13 –

2. Seller ~~hereby discloses~~ *knows* that *a single family the* residence located...

Line 21-22 –

~~Seller hereby discloses that~~ *This* Property is located in a Planned Unit Development. ~~In such case Seller will~~ *Upon* request, *Seller shall* provide *to buyers* copies of the development’s restrictive covenants, homeowner bylaws and master deed. ~~(EFFECTIVE 7/1/09)~~

Line 27-28 and Line 34-35

The following was added to the Signature Area:

Print/Type Name

Print/Type Name

F86 – Lead-Based Paint Disclosure for Rental Property

Lines 33-34

The parties agree that the Licensees' signatures on this document is for certification and acknowledgment purposes only as required and does not make either said Licensee a party to the lease agreement between Lessor and Lessee.

A NEW SIGNATURE area has replaced the old.

F87 – Exclusive Right to Sell Listing Agreement (Designated Agency)

Line 5-6

In consideration of Broker's Agreement to find a ready, willing, and able *Buyer and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged*, the undersigned Seller hereby grants Broker the Exclusive Right to Sell

Line 9-10– added the following

("Address") _____ ("City"), Tennessee _____ ("Zip")

Line 16-17

If a contract to purchase or lease is signed before this Agreement expires, the term hereof shall continue until final disposition of Purchase and Sales Agreement or lease agreement.

Line 19 –

compensation as set forth below. This *carry over clause paragraph* shall not apply if the...

Lines 46-47– changed the following

A total of \$ _____, -or _____ % compensation based on the total sales price ~~and an additional~~ _____ ~~fee of \$ _____~~ *which* shall be paid by Seller to Broker in readily available funds...

Lines 51-52– changed the following

...\$ _____, or _____ % compensation based upon the monthly rental amount ~~and an additional~~ _____ ~~fee of \$ _____~~ shall be paid by Seller to to Broker in readily available funds within five business days of *rent being due* ~~Landlord receiving rental payment~~ under the terms of

Line 81-89

Broker shall offer a cooperative compensation *to any agent who is a member participant of any MLS(s) in which Property is listed* in the amount of _____ % of Selling Price or \$ _____ to a Selling Agent or Facilitator *(an agent who is representing the interests of and/or is working with the Buyer) who is the procuring cause of the transaction. Broker may offer a cooperative compensation to an agent who is not a member participant of the MLS(s) in which the Property is listed. In the event that Broker elects to offer a cooperating compensation to an agent who is not a member*

participant in the MLS(s) in which the Property is listed, it will be in the amount of _____% of Selling Price or \$_____ to a Selling Agent or Facilitator (an agent who is representing the interests of and/or is working with the Buyer) who is the procuring cause of the transaction. In this event, Broker shall notify Seller in writing that a cooperative compensation is being offered to that nonmember participant agent.

*Line 95, 109, and 117 –
... and the Additional Required Residential...*

Line 154-166

*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 he/she 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.

Line 230-232 – added the following

purchase price for the Property. Such deposit is to be held by Broker in an escrow account or forwarded to party authorized to hold said funds as set forth in an executed contract for purchase, lease, exchange, or option agreement until disbursed in accordance with the terms of said agreement ~~the Purchase and Sale Agreement.~~

Line 243-244

representatives and permitted assigns. This Agreement may only be assigned with the written consent of both parties. This Agreement constitutes the sole and entire agreement between the parties hereto and no modification of

Line 309-310

The following was added to the Signature Area:

Print/Type Name

Print/Type Name

F88 – Exclusive Right to Sell Listing Agreement (Seller Agency)

Line 5-6

In consideration of Broker's Agreement to find a ready, willing, and able *Buyer and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged*, the undersigned Seller hereby grants Broker the Exclusive Right to Sell

Line 10– added the following

(“Address”) _____ (“City”), Tennessee _____ (“Zip”)

Line 16-17

If a contract to purchase or lease is signed before this Agreement expires, the term hereof shall continue until final disposition of Purchase and Sales Agreement or lease agreement.

Line 21 –

compensation as set forth below. This **carry over clause paragraph** shall not apply if the...

Lines 47-48– changed the following

A total of \$ _____, -or _____ % compensation based on the total sales price **and an additional** _____ **fee of \$** _____ shall be paid by Seller to Broker in readily available funds...

Lines 51-52– changed the following

...\$ _____, or _____ % compensation based upon the monthly rental amount **and an additional** _____ **fee of \$** _____ *which* shall be paid by Seller to to Broker in readily available funds within five business days of **rent being due** ~~Landlord receiving rental payment~~ under the terms of

Line 81-89

Broker shall offer a cooperative compensation *to any agent who is a member participant of any MLS(s) in which Property is listed* in the amount of _____ % of Selling Price or \$ _____ to a Selling Agent or Facilitator *(an agent who is representing the interests of and/or is working with the Buyer) who is the procuring cause of the transaction. Broker may offer a cooperative compensation to an agent who is not a member participant of the MLS(s) in which the Property is listed. In the event that Broker elects to offer a cooperating compensation to an agent who is not a member participant in the MLS(s) in which the Property is listed, it will be in the amount of _____ % of Selling Price or \$ _____ to a Selling Agent or Facilitator (an agent who is representing the interests of and/or is working with the Buyer) who is the procuring cause of the transaction. In this event, Broker shall notify Seller in writing that a cooperative compensation is being offered to that nonmember participant agent.*

Line 95, 109, and 117 –

... and the Additional Required **Residential**...

Line 160-172

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 he/she 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.

Line 226-227

transactions, in which the **Listing Licensee Broker** may also have a representation agreement with the Buyer *who is also being assisted by Listing Licensee*. In such event, Agent shall immediately notify (verbally) both the Buyer and the

Lines 232-234 –

purchase price for the Property. Such deposit is to be held by Broker in an escrow account *or forwarded to party authorized to hold said funds as set forth in an executed contract for purchase, lease, exchange, or option agreement* until disbursed in accordance with the terms of *said agreement* **the Purchase and Sale Agreement**.

Line 243-245

A. **Binding Effect, Entire Agreement, Modification, and Assignment and Binding Agreement Date.** This Agreement shall be for the benefit of and be binding upon, the parties hereto, their heirs, successors, legal representatives representatives and *permitted* assigns. *This Agreement may only be assigned with the written consent of both parties*. This Agreement constitutes the sole and

Line 313-314

The following was added to the Signature Area:

Print/Type Name

Print/Type Name

F91 – Commercial Exclusive Agency Listing Agreement (Seller Reserves Right to Sell)

Lines 5-6

For and in consideration of the mutual promises contained herein and other good and valuable consideration, *the receipt and sufficiency of which is hereby acknowledged,*

Line 8 – ~~broker~~ firm

Line 14

of Deeds Office, _____ deed book(s), _____ page(s), and further described as:

Line 25

a preprinted real estate purchase and sale agreement; and (c) comply with all applicable laws *and regulations* in

Line 34

a. ~~Most~~ *The most* recent property tax assessments and tax bills;

Line 37

The most recent ~~Survey~~ *survey*, ALTA (American Land Title Association) of the Property or if such a survey is not

Line 72

Firm may advertise the Property for sale in all media and may photograph and/or videotape *the Property* and use the

Line 76-77

may distribute listing and sales information (including the sales price) to ~~them~~ *buyers, other real estate brokers and their affiliated licensees, and/or multiple listing services or similar services*. Firm and other real estate brokers and their

Line 92-93

beneficiaries under this Agreement. *Said cooperating broker is the agent and/or facilitator who represents the interests of and/or is working with the buyer.*

Compensation is not due to the Firm in the event that Seller, without

Lines 97-100

C. Carry Over. In the event that Seller ~~sells or contracts~~ *contract* to sell *or exchange or an option is exercised for* the Property *within _____ days after the expiration of this Agreement* to any Buyer *(or anyone acting on Buyer's behalf) who has been* introduced to the Property ~~by Firm or any other real estate licensee within _____ days after the expiration of the Listing Period, then Seller shall,~~ *directly or indirectly, during the term hereof, as extended, the Seller agrees to* pay the compensation ~~referenced above to Firm as set forth herein~~ at the closing of the sale or exchange of the Property.

Line 107-108

breach of the contract. *However, no compensation shall be due to Firm if the Buyer was procured solely by the efforts of Seller alone.* In the event that this occurs, Seller agrees to compensate Firm in an amount equal to the

Line 113 – **Broker Firm**

Lines 123-129

performance lawsuit then the Firm shall be entitled to full compensation as outlined herein. *However, no compensation shall be due to Firm if the Buyer who failed to close was procured solely by the efforts of Seller alone.*

6. **EARNEST MONEY:** *Firm is authorized to accept from Buyer a deposit as earnest money to be applied to the purchase price for the Property. Such deposit is to be held by Firm in an escrow account or forwarded to party authorized to hold said funds as set forth in an executed contract for the purchase, lease, exchange, or option agreement until disbursed in accordance with the terms of said agreement*

Line 162

11. **Types of Broker's Agency Policy**

Line 176

written *agency agreement.*

Lines 184-186

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.*

Lines 213-214

negotiations, or transaction, in which the **Listing Licensee Firm** may also have a representation agreement with the Buyer *who is also being assisted by the Listing Licensee.* In such event, Agent shall immediately

Lines 223-229

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

Line 231-236

C. Terminology. As the context may require in this Agreement: (1) the singular shall mean the plural and vice versa, (2) all pronouns shall mean and include the person, entity, firm, or corporation to which they relate, (3) the masculine shall mean the feminine and vice versa, *and (4) the term day(s) used throughout this Agreement shall be deemed to be calendar day(s) ending at 11:59 p.m. local time unless otherwise specified in this Agreement. Local time shall be determined by the location of Property. In the event a performance deadline occurs on a Saturday, Sunday or legal holiday, the performance deadline shall extend to the next following business day.*

~~**D. Notices.** Except as otherwise provided herein, all notices and demands required or permitted hereunder shall be in writing and delivered either (1) in person, (2) by a prepaid overnight delivery service, (3) by facsimile transmission (FAX), (4) by the United States Postal Service, postage prepaid, registered or certified return receipt requested or (5) Email. Notice shall be deemed to have been given as of the date and time it is actually received. Receipt of notice by the Firm representing party as a client pursuant to a written agency agreement shall be deemed to be notice to that party for all purposes herein.~~

Line 241

Agreement, and the remaining portions or provisions shall be unaffected *and remain in full force and effect.*

~~**H. Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their heirs, executors, successors and assigns.~~

Line 270-272

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

F92 – Commercial Open Listing Agreement

Lines 5-6

For and in consideration of the mutual promises contained herein and other good and valuable consideration, *the receipt and sufficiency of which is hereby acknowledged,*

Line 8 – ~~broker~~ firm

Line 14

of Deeds Office, _____ deed book(s), _____ page(s), and further described as:

Line 25

a preprinted real estate purchase and sale agreement; and (c) comply with all applicable laws *and regulations* in

Line 35

- a. ~~Most~~ *The most* recent property tax assessments and tax bills;

Line 38

The most recent ~~Survey~~ *survey*, ALTA (American Land Title Association) of the Property or if such a survey is not

Line 62

Americans with ~~American~~ Disabilities Act or any similar state statute or local ordinance or code;

Line 73

Firm may advertise the Property for sale in all media and may photograph and/or videotape *the Property* and use the

Line 77-78

may distribute listing and sales information (including the sales price) to ~~them~~ *buyers, other real estate brokers and their affiliated licensees, and/or multiple listing services or similar services*. Firm and other real estate brokers and their

Line 92-93

beneficiaries under this Agreement. *Said cooperating broker is the agent and/or facilitator who represents the interests of and/or is working with the buyer.* Compensation is not due to the Firm in the event that Seller, without

Lines 99-102

C. Carry Over. ~~In the event that Should the Seller sells or contracts contract to sell or exchange or an option is exercised for the Property within _____ days after the expiration of this Agreement to any Buyer (or anyone acting on Buyer's behalf) who has been introduced to the Property by Firm or any other real estate licensee within ___ days after the expiration of the Listing Period, then Seller shall, directly or indirectly, during the term hereof, as extended, the Seller agrees to pay the compensation referenced above to Firm as set forth herein~~ at the closing of the sale or exchange of the Property.

Line 110 – ~~Broker~~ *Firm*

Lines 122-127

lawsuit then the Firm shall be entitled to full compensation as outlined herein. *However, no compensation shall be due to Firm if the Buyer who failed to close was procured solely by the efforts of Seller alone.*

6. EARNEST MONEY: *Firm is authorized to accept from Buyer a deposit as earnest money to be applied to the purchase price for the Property. Such deposit is to be held by Firm in an escrow account or forwarded to party authorized to hold said funds*

as set forth in an executed contract for the purchase, lease, exchange, or option agreement until disbursed in accordance with the terms of said agreement

Line 160

11. Types of ~~Broker's Policy~~ Agency

Line 174

written *agency agreement*.

Lines 182-184

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.*

Lines 213-214

negotiations, or transaction, in which the ~~Listing Licensee~~ Firm may also have a representation agreement with the Buyer *who is also being assisted by the Listing Licensee*. In such event, Agent shall immediately

Lines 222-228

A. Binding Effect, Entire Agreement, ~~Modification, and Assignment~~.

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

Line 232-235

C. Terminology. As the context may require in this Agreement: (1) the singular shall mean the plural and vice versa, (2) all pronouns shall mean and include the person, entity, firm, or corporation to which they relate, (3) the masculine shall mean the feminine and vice versa, *and (4) the term day(s) used throughout this Agreement shall be deemed to be calendar day(s) ending at 11:59 p.m. local time unless otherwise specified in this Agreement. Local time shall be determined by the location of Property. In the event a performance deadline occurs on a Saturday, Sunday or legal holiday, the performance deadline shall extend to the next following business day.*

~~**D. Notices.** Except as otherwise provided herein, all notices and demands required or permitted hereunder shall be in writing and delivered either (1) in person, (2) by a prepaid overnight delivery service, (3) by facsimile transmission (FAX), (4) by the United States Postal Service, postage prepaid, registered or certified return receipt requested or (5) Email. Notice shall be deemed to have been given as of the date and time it is actually~~

~~received. Receipt of notice by the Firm representing party as a client pursuant to a written agency agreement shall be deemed to be notice to that party for all purposes herein.~~

Line 241

Agreement, and the remaining portions or provisions shall be unaffected *and remain in full force and effect.*

~~**H. Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their heirs, executors, successors and assigns.~~

Line 264-266

LEGAL DOCUMENTS: *This is an important legal document creating valuable rights and obligations. If you have questions about it, you should review it with your attorney. Neither the Broker nor any Agent or Facilitator is authorized*

F94 – Buyer Representation Agreement - (Exclusive Right to Buy) Buyer Agency

Line 1

For and in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned

Line 11

Purchase. This Buyer Representation Agreement (“Agreement”) begins on this date and terminates at 11:59 p.m. *local time*

Line 39-40

based on the total sale. ~~An additional _____ fee of \$ _____ shall be paid by Buyer on _____ (Date).~~ In the event that the amount of any cooperating compensation offered by seller or seller’s broker is less than the amount listed above, Buyer agrees to pay Broker the difference at closing.

Line 43

defaults on performance of a valid contract for sale, lease, exchange or *exercised* option, Broker’s fee will be due on

Lines 72-74

5. 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.*

Line 128

Upon Waiver of any of the above duties *listed under subparagraph 4.C.3.*, the Client may not expect or seek

Line 150

Seller *who is also being assisted by the Selling Licensee.* In such event, Agent shall immediately notify

Lines 174-175

representatives and *permitted* assigns. *This Agreement may only be assigned with the written consent of both parties.* This Agreement constitutes the sole and entire agreement between the parties hereto and no modification of

Line 186

by the location of the ~~Property Firm~~. **In the event a performance deadline** occurs on a Saturday, Sunday or legal holiday,

Lines 229-230

The following was added to the Signature Area:

Print/Type Name

Print/Type Name

Line 177

~~the Property~~ was replaced with **the Firm**.

Line 207-208

The following was added to the Signature Area:

Print/Type Name

Print/Type Name