TAR Forms Changes  
(2016 to 2017)

Note all forms have version dates listed in the bottom right corner of each form. **RED text denotes deletions** and **BLUE text denotes additions**. These documented changes consist of significant content change and do not include minor edits (e.g. punctuation, spelling, etc.).

**New Forms:**
- CF 404 – Commercial Lot/Land Purchase and Sale Agreement
- CF 508 – Exhibit A to Commercial Lot/Land Purchase and Sale Agreement (Legal Exhibit)
- CF 509 – Exhibit B to Commercial Lot/Land Purchase and Sale Agreement (Due Diligence Documents)
- CF 510 – Exhibit C to Commercial Lot/Land Purchase and Sale Agreement (Additions to Seller’s Closing Documents)
- CF 511 – Exhibit D to Commercial Lot/Land Purchase and Sale Agreement (Seller’s Warranties & Representations)

**Changes listed by Residential Forms (RF) and then Commercial Forms (CF)**

**RESIDENTIAL FORMS**

**RF101 – Exclusive Right to Sell Listing Agreement (Designated Agency)**
*Lines 112-115*

appropriate. In the event that Seller provides photographs, videos or other copyrightable materials to Broker, Seller grants Brokers a nonrevocable license to such material and the authority to grant license to Broker’s MLS for storage; reproduction, compiling and distribution of said material. Seller shall allow the Property to be shown at all reasonable hours and otherwise cooperate with Broker.

*Between Lines 301-302, the following was deleted*

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.** Holidays as used herein are those days deemed federal holidays pursuant to 5 U.S.C. § 6103.

**RF102 – Exclusive Right to Sell Listing Agreement (Seller Agency)**
*Lines 111-114*

appropriate. In the event that Seller provides photographs, videos or other copyrightable materials to Broker, Seller grants Brokers a nonrevocable license to such material and the authority to grant license to Broker’s MLS for storage; reproduction, compiling and distribution of said material. Seller shall allow the Property to be shown at all reasonable hours and otherwise cooperate with Broker.

*Between Lines 301-302, the following was deleted*

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.** Holidays as used herein are those days deemed federal holidays pursuant to 5 U.S.C. § 6103.

**RF131 – Lot/Land Exclusive Right to Sell Listing Agreement (Designated Agency)**
*Lines 152-154*

and to do such advertising as Broker deems appropriate. In the event that Seller provides photographs, videos or other copyrightable materials to Broker, Seller grants Brokers a nonrevocable license to such material and the authority to grant license to Broker’s MLS for storage; reproduction, compiling and distribution of said material. Seller shall allow

*Between Lines 326-327, the following was deleted*

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.** Holidays as used herein are those days deemed federal holidays pursuant to 5 U.S.C. § 6103.
RF141 – Exclusive Buyer Representation Agreement (Designated Agency)

Lines 196-197
While Broker and the Licensees associated with Broker have considerable general knowledge of the real estate industry and real estate practices, they are not experts in matters of law, tax, financing, square footage, home inspections, wood

Lines 200-202
terprise as needed. Names or sources provided to Client for such advice or assistance If Broker or licensees associated with Broker provide names or sources to Client for such advice or assistance, those services and / or products are not warranted or guaranteed by the Broker or the Licensees associated with Broker.

Between Lines 216-217, the following was deleted
determined by the location of the Firm. 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. Holidays as used herein are those days deemed federal holidays pursuant to 5 U.S.C. § 6103.

RF142 – Exclusive Buyer Representation Agreement (Buyer Agency)

Lines 206-207
While Broker and the Licensees associated with Broker have considerable general knowledge of the real estate industry and real estate practices, they are not experts in matters of law, tax, financing, square footage, home inspections, wood

Lines 210-212
terprise as needed. Names or sources provided to Client for such advice or assistance If Broker or licensees associated with Broker provide names or sources to Client for such advice or assistance, those services and / or products are not warranted or guaranteed by the Broker or the Licensees associated with Broker.

Between Lines 226-227, the following was deleted
determined by the location of the Firm. 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. Holidays as used herein are those days deemed federal holidays pursuant to 5 U.S.C. § 6103.

RF143 – Non-Exclusive Buyer Representation Agreement (Designated Agency)

Lines 182-183
While Broker and the Licensees associated with Broker have considerable general knowledge of the real estate industry and real estate practices, they are not experts in matters of law, tax, financing, square footage, home inspections, wood

Lines 186-188
terprise as needed. Names or sources provided to Client for such advice or assistance If Broker or licensees associated with Broker provide names or sources to Client for such advice or assistance, those services and / or products are not warranted or guaranteed by the Broker or the Licensees associated with Broker.

Between Lines 202-203, the following was deleted
determined by the location of the Firm. 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. Holidays as used herein are those days deemed federal holidays pursuant to 5 U.S.C. § 6103.

RF144 – Non-Exclusive Buyer Representation Agreement (Buyer Agency)

Lines 182-183
While Broker and the Licensees associated with Broker have considerable general knowledge of the real estate industry and real estate practices, they are not experts in matters of law, tax, financing, square footage, home inspections, wood

Lines 186-188
terprise as needed. Names or sources provided to Client for such advice or assistance If Broker or licensees associated with Broker provide names or sources to Client for such advice or assistance, those services and / or products are not warranted or guaranteed by the Broker or the Licensees associated with Broker.
RF 201 – Property Condition Disclosure
Lines 74-86 – the following were deleted

- Ice Maker Hookup
- Garage Door Remote(s)
- TV Antenna/Satellite Dish (excluding components)
- Pool = In-ground □ Above-ground
- All Landscaping and all outdoor lighting
- Burglar Alarm/Security System Components and controls
- Current Termite contract with __________________________ __________________________
- Heat Pump #1 Unit #1 ________ Age (Approx)
- Heat Pump Unit #2 ________ Age (Approx)
- Heat Pump Unit #3 ________ Age (Approx)
- Central Heating Unit #1 ________ Age □ Electric □ Gas □ Other
- Central Heating Unit #2 ________ Age □ Electric □ Gas □ Other
- Central Heating Unit #3 ________ Age □ Electric □ Gas □ Other
- Central Air Conditioning #1 ________ Age □ Electric □ Gas □ Other
- Central Air Conditioning #2 ________ Age □ Electric □ Gas □ Other
- Central Air Conditioning #3 ________ Age □ Electric □ Gas □ Other
- Water Heater #1 ________ Age □ Electric □ Gas □ Solar □ Other
- Water Heater #2 ________ Age □ Electric □ Gas □ Solar □ Other

Between Lines 100-101, the following was deleted

Leased Items: Leased items that remain with the Property are (e.g. security systems, water softener systems, etc.):

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

Line 103
Roof Components

Line 112
Double Paned or Insulated □ □ □
Window and/or Door

Between Lines 139-140, the following was deleted
12. Is any of the property in a flood plain? □ □ □

Line 152
If yes, has said damage been repaired? __________________________ □ □ □

Between Lines 192-193, the following was deleted
26. Is the property affected by governmental regulations or restrictions requiring □ □ □
approval for changes, use, or alterations to the property?

Line 196
Is there Does this property have an exterior injection well located anywhere on it the property? □ □ □

RF 209 – Lead-Based Paint Disclosure

Signature Area
The Order of Signatures was changed so that the Seller signs prior to the Buyer.
RF 210 – Lead-Based Paint Disclosure For Rental Property
The Order of Signatures was changed so that the Seller signs prior to the Buyer.

RF 301 – Lead-Based Paint Disclosure For Rental Property
The to be held in confidence, except for any information required by law to be disclosed. This duty survives both the subsequent establishment of an agency relationship and the closing of the transaction;

RF 401 – Purchase and Sale Agreement

Lines 42-45
("Purchase Price") which shall be disbursed to Seller or Seller’s Closing Agency disbursed at Buyer’s expense and paid to Seller or Seller’s Closing Agency in immediately available funds in the form of by one of the following methods:

i. a Federal Reserve Bank wire transfer;

ii. a Cashier’s Check issued by a financial institution as defined in 12 CFR § 229.2(i); OR

iii. a check issued by the State of Tennessee or a political subdivision thereof;

iv. a check issued by an instrumentality of the United States organized and existing under the Farm Credit Act of 1971; OR

iii. v. in such other form as is approved in writing by Seller.

Lines 49-53
herein based upon Lender’s customary and standard underwriting criteria. In the event consideration of Buyer, having acted in good faith and in accordance with the terms below, is being unable to obtain financing by the Closing Date, the sufficiency of such consideration being hereby acknowledged, Buyer may terminate this Agreement by providing written notice and a copy of Lender’s loan denial letter via the Notification form or equivalent written notice. Seller shall have the right to request any supporting documentation regarding loan denial.

Line 88
Should Buyer fail to timely comply with section 2.A.(1) and/or 2.A.(2) above and provide notice as required, Seller

Lines 95-100
This verbiage was re-ordered and placed in this location in cases where the financing contingency is waived but the Agreement is still contingent upon an appraisal. See lines 104-113 below.

Lines 104-113
☐ 2. This Agreement IS CONTINGENT upon the appraised value either equaling or exceeding the agreed upon Purchase Price. In the event that the financing contingency is waived, Buyer must order the appraisal and provide Seller with the name and telephone number of the appraisal company and proof that appraisal was ordered within five (5) days of the Binding Agreement Date. Should Buyer fail to do so, Seller may make written demand for compliance via the Notification form or equivalent written notice. If Buyer does not furnish Seller with the requested notice within two (2) days after such demand for compliance, Buyer shall be considered in default and Seller’s obligation to sell is terminated. If the appraised value is equal to or exceeds Purchase Price, this contingency is satisfied. In consideration of Buyer having conducted an appraisal, the sufficiency of such consideration being hereby acknowledged, if the appraised value of the Property does not equal or exceed the Purchase Price, Buyer may shall terminate this Agreement or waive appraisal contingency via the Notification form or equivalent written notice within two (2) days following Buyer’s receipt of Appraisal; in the event Buyer fails to do so, this contingency is deemed satisfied. Thereafter, failure to appraise shall not be used as the basis for loan denial or termination of contract to the Seller and providing written proof of the same (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. Seller shall have the right to request any supporting documentation showing appraised value did not equal or exceed the agreed upon purchase price. Upon timely termination, Buyer is entitled to a refund of the Earnest Money/Trust Money.

Lines 119-121
document preparation fee and/or attorney’s fees; fee for preparation of deed; and notary fee on deed; and financial institution (Bank, Credit Union, etc.) wire transfer fee or commercial courier service fee related to the disbursement to the Seller’s
mortgage holder or other of any lien payoff(s).

Lines 137-138
assignment, photo, tax service, and notary fees, and any wire fee or other charge imposed for the disbursement of the Seller’s proceeds according to the terms of this Agreement.

Between Line 147 and 148
Deleted the following verbiage:

Title Company: ____________________________
or other Closing Agency as mutually agreed by Seller and Buyer.

Lines 86-190
1. Possession. Possession of the Property is to be given (Select the appropriate boxes below. Unselected items will not be part of this Agreement):

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

OR

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

- □ at __________ o’clock □ am/ □ pm, local time;

- □ Occupancy Agreement attached which addresses issues including but not limited to: occupancy term, compensation due, legal relationships of the parties, condition of the Property upon transfer, utilities, and property insurance.

Lines 280-285
In consideration of Buyer having conducted Buyer’s good faith inspections as provided for herein, the sufficiency of such consideration being hereby acknowledged, Buyer shall furnish Seller with a list of written specified objections and immediately terminate this Agreement via the Notification form or equivalent written notice. provided Buyer has conducted a Home Inspection or other inspection(s) as allowed herein, and in good faith discovers matters objectionable to Buyer within the scope of such inspection(s). As additional consideration for Buyer’s right to terminate, Buyer shall deliver to Seller or Seller’s representative, upon Seller’s request, a copy of all inspection reports. Earnest Money/Trust Money shall be returned to Buyer upon termination.

Lines 366-368
right to pursue any and all legal rights and remedies against the defaulting party following termination. The parties hereby agree that all remedies are fair and equitable and neither party will assert the lack of mutuality of remedies, rights and/or obligations as a defense in the event of a dispute.

Between lines 428 and 429
Deleted the following verbiage:

L. Other. In further consideration of Buyer’s right to legally, properly and in good faith invoke a right to terminate this Agreement pursuant to any specific Buyer contingency as stated herein, Buyer agrees, upon Seller’s request, to provide copies of any supporting documentation which supports Buyer’s right to exercise said contingency, the sufficiency and adequacy of said additional consideration being acknowledged. Any such supporting documents shall be provided for Seller’s benefit only and Seller shall not disseminate the same to third parties. However, Buyer shall not be required to provide any documents to Seller in violation of any confidentiality agreement or copyright protection laws, if applicable.

Lines 492-495
IMPORTANT NOTICE: Never trust wiring instructions sent via email. Cyber criminals are hacking email accounts and sending emails with fake wiring instructions. These emails are convincing and sophisticated. Always independently confirm wiring instructions in person or via a telephone call to a trusted and verified phone number. Never wire money without double-checking that the wiring instructions are correct.

RF 403 – New Construction Purchase and Sale Agreement
Lines 21-25
Dollars, (“Purchase Price”) which shall be disbursed to Seller or Seller’s Closing Agency disbursed at Buyer’s expense and paid to Seller or Seller’s Closing Agency in immediately available funds in the form of by one of the following methods:
i. a Federal Reserve Bank wire transfer;
ii. a Cashier’s Check issued by a financial institution as defined in 12 CFR § 229.2(i); OR
iii. a check issued by the State of Tennessee or a political subdivision thereof;
iv. a check issued by an instrumentality of the United States organized and existing under the Farm Credit Act of 1971; OR
iii. in such other form as is approved in writing by Seller.

Lines 29-38

☐ 2. This Agreement IS CONTINGENT upon the appraised value either equaling or exceeding the agreed upon Purchase Price. In the event that the financing contingency is waived, Buyer must order the appraisal and provide Seller with the name and telephone number of the appraisal company and proof that appraisal was ordered within five (5) days of the Binding Agreement Date. Should Buyer fail to do so, Seller may make written demand for compliance via the Notification form or equivalent written notice. If Buyer does not furnish Seller with the requested notice within two (2) days after such demand for compliance, Buyer shall be considered in default and Seller’s obligation to sell is terminated. If the appraised value is equal to or exceeds Purchase Price, this contingency is satisfied. In consideration of Buyer having conducted an appraisal, the sufficiency of such consideration being hereby acknowledged, if the appraised value of the Property does not equal or exceed the Purchase Price, Buyer may terminate this Agreement or waive appraisal contingency via the Notification form or equivalent written notice within two (2) days following Buyer’s receipt of Appraisal; in the event Buyer fails to do so, this contingency is deemed satisfied. Thereafter, failure to appraise shall not be used as the basis for loan denial or termination of contract. to the Seller and providing written proof of the same (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. Seller shall have the right to request any supporting documentation showing appraised value did not equal or exceed the agreed upon purchase price. Upon timely termination, Buyer is entitled to a refund of the Earnest Money/Trust Money.

Lines 47-49
document preparation fee and/or attorney’s fees; fee for preparation of deed; and notary fee on deed; and financial institution (Bank, Credit Union, etc.) wire transfer fee or commercial courier service fee related to the disbursement to the Seller’s mortgage holder or other of any lien payoff(s).

Lines 64-65
document review, courier, assignment, photo, tax service, and notary fees, and any wire fee or other charge imposed for the disbursement of the Seller’s proceeds according to the terms of this Agreement.

Lines 81-82
via the Notification form or equivalent written notice. Seller shall have the right to request any supporting documentation regarding loan denial. Upon termination, Buyer is entitled to a refund of the Earnest Money/Trust

Lines 125-130
In the event that this Agreement is contingent upon an appraisal, Buyer must order the appraisal and provide Seller with the name and telephone number of the appraisal company and proof that appraisal was ordered within five (5) days of the Binding Agreement Date. Should Buyer fail to do so, Seller may make written demand for compliance via the Notification form or equivalent written notice. If Buyer does not furnish Seller with the requested notice within two (2) days after such demand for compliance, Buyer shall be considered in default and Seller’s obligation to sell is terminated.

Lines 268-270
15. Inspection by Buyer. (Buyer to select ONE of the following inspection methods. The method NOT selected will NOT be part of this Agreement):

☐ 1. Punch List Inspection (to be used when the improvements are NOT _____ complete at the time the Agreement is executed.)

Lines 284-335
Punch List and to ensure Property is in compliance with any and all terms of this Agreement. See New Construction Punch List/Walk through Check List. New Construction Inspection / Punch List Amendment.
2. **Traditional Inspection** *(to be used when the improvements are _____ complete at the time the Agreement is executed.)*

At a point in time when Seller deems the Improvements upon the Property to be complete, Seller shall give Buyer notice of such. Buyer and/or Buyer’s designated inspector/representative shall at a mutually agreeable time, completely inspect the improvements (“Improvements”) with Seller. The parties hereinafter agree that in the event Buyer shall elect to contract with a third party inspector to obtain a “Home Inspection” as defined by Tennessee law, said inspection shall be conducted by a licensed Home Inspector. However, nothing in this paragraph shall preclude Buyer from conducting any inspections on his/her own behalf, nor shall it preclude Buyer from retaining a qualified (and if required by law, licensed) professional to conduct inspections of particular systems or issues within such professional’s expertise or licensure, including but not limited to inspection of the heating/cooling systems, electrical systems, foundation, etc., so long as said professional is not in violation of Tenn. Code Ann. § 62-6-301, et seq. as may be amended. **Seller shall cause all utility services and any pool, spa, and similar items to be operational so that Buyer may complete all inspections and tests under this Agreement.** Buyer agrees to indemnify Seller from the acts of himself, his inspectors and/or representatives in exercising his rights under this Purchase and Sale Agreement. Buyer’s obligations to indemnify Seller shall also survive the termination of this Agreement by either party, which shall remain enforceable. 

**Buyer waives any objections to matters of purely cosmetic nature (e.g. decorative, color or finish items) disclosed by inspection.** In the event Buyer fails to timely make such inspections and respond within said timeframe as described herein, the Buyer shall have forfeited any rights provided under this Paragraph 15.B., and in such case shall accept the Property in its current condition, normal wear and tear excepted.

**A. Initial Inspections.** Buyer and/or his inspectors/representatives shall have the right and responsibility to enter the Property during normal business hours, for the purpose of making inspections and/or tests of the Property. Buyer and/or his inspectors/representatives shall have the right to perform a visual analysis of the condition of the Property, any reasonably accessible installed components, the operation of the Property’s systems, including any controls normally operated by Seller including the following components: heating systems, cooling systems, electrical systems, plumbing systems, structural components, foundations, roof coverings, exterior and interior components, any other site aspects that affect the Property, and environmental issues.

**B. Buyer’s Inspection and Resolution.** Within _______ days after Seller’s Notification that the Improvements are Complete, Buyer shall cause to be conducted any inspection provided for herein and shall provide written notice of such to Seller as described below. **In said notice Buyer shall either:**

1. Furnish Seller with a list of written specified objections and immediately terminate this Agreement via the Notification form or equivalent written notice, provided Buyer has conducted a Home Inspection or other inspection(s) as allowed herein, and in good faith discovers matters objectionable to Buyer within the scope of such inspection(s). In consideration of Buyer having conducted Buyer’s good faith inspections as provided for herein, the sufficiency of such consideration being hereby acknowledged, Buyer shall furnish Seller with a list of written specified objections and immediately terminate this Agreement via the Notification form or equivalent written notice. All Earnest Money/Trust Money shall be returned to Buyer upon termination.

   **OR**

2. Accept the Property in its present “AS IS” condition with any and all faults and no warranties expressed or implied via the Notification form or equivalent written notice. Seller has no obligation to make repairs.

   **OR**

3. Furnish Seller a written list of items which Buyer requires to be repaired and/or replaced with like quality or value in a professional and workmanlike manner. Seller shall have the right to request any supporting documentation that substantiates any item listed.

   a. Resolution Period. Seller and Buyer shall then have a period of ______ days following receipt of the above stated written list (“Resolution Period”) to reach a mutual agreement as to the items to be repaired or replaced with like quality or value by Seller, which shall be evidenced by the New Construction Inspection / Punch List Amendment or written equivalent(s). **The parties agree to negotiate repairs in good faith during the Resolution Period.** In the event Seller and Buyer do not reach a mutual written resolution during such Resolution Period or a mutually agreeable written extension thereof as evidenced in an Amendment to this Agreement signed by both parties
within said period of time, this Agreement is hereby terminated. If terminated, Buyer is entitled to a refund of the Earnest Money/Trust Money.

Lines 436-438
right to pursue any and all legal rights and remedies against the defaulting party following termination. The parties hereby agree that all remedies are fair and equitable and neither party will assert the lack of mutuality of remedies, rights and/or obligations as a defense in the event of a dispute.

Lines 530-533
IMPORTANT NOTICE: Never trust wiring instructions sent via email. Cyber criminals are hacking email accounts and sending emails with fake wiring instructions. These emails are convincing and sophisticated. Always independently confirm wiring instructions in person or via a telephone call to a trusted and verified phone number. Never wire money without double-checking that the wiring instructions are correct.

RF 404 – Lot/Land Purchase and Sale Agreement
Lines 28-31
(“Purchase Price”) which shall be disbursed to Seller or Seller’s Closing Agency in immediately available funds in the form of by one of the following methods:

i. a Federal Reserve Bank wire transfer;

ii. a Cashier’s Check issued by a financial institution as defined in 12 CFR § 229.2(i); OR

iii. a check issued by the State of Tennessee or a political subdivision thereof;

iv. a check issued by an instrumentality of the United States organized and existing under the Farm Credit Act of 1971; OR

such other form as is approved in writing by Seller.

Lines 39-51
□ 2. This Agreement IS CONTINGENT upon the appraised value either equaling or exceeding the agreed upon Purchase Price. In the event that the financing contingency is waived, Buyer may terminate this Agreement or waive appraisal contingency via the Notification form or equivalent written notice within two (2) days following Buyer’s receipt of Appraisal; in the event Buyer fails to do so, this contingency is deemed satisfied. Thereafter, failure to appraise shall not be used as the basis for loan denial or termination of contract to the Seller and providing written proof of the same (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. Seller shall have the right to request any supporting documentation showing appraised value did not equal or exceed the agreed upon purchase price. Upon timely termination, Buyer is entitled to a refund of the Earnest Money/Trust Money.

Lines 57-59
preparation fee and/or attorney’s fees; fee for preparation of deed; and notary fee on deed; and financial institution (Bank, Credit Union, etc.) wire transfer fee or commercial courier service fee related to the disbursement of any lien payoff(s).

Lines 74-75
document review, courier, assignment, photo, tax service, and notary fees, and any wire fee or other charge imposed for the disbursement of the Seller’s proceeds according to the terms of this Agreement.

Between Line 84 and 85
Deleted the following verbiage:

Title Company: ___________________________________________________________________
or other Closing Agency as mutually agreed by Seller and Buyer.

**Lines 91-92**
written notice via the Notification form or equivalent written notice. **Seller shall have the right to request any supporting documentation regarding loan denial.** Upon termination, Buyer is entitled to a refund of the Earnest Money.

**Lines 135-140**
In the event that this Agreement is contingent upon an appraisal, Buyer must order the appraisal and provide Seller with the name and telephone number of the appraisal company and proof that appraisal was ordered within five (5) days of the Binding Agreement Date. Should Buyer fail to do so, Seller may make written demand for compliance via the Notification form or equivalent written notice. If Buyer does not furnish Seller with the requested notice within two (2) days after such demand for compliance, Buyer shall be considered in default and Seller’s obligation is terminated.

**Lines 153-154**
Money in immediately available funds in the form of a wire transfer or cashier’s check to Holder before Seller elects to terminate, Seller shall be deemed to have waived his right to terminate, and the Agreement shall remain in full force.

**Lines 173-184**
1. **Possession.** Possession of the Property is to be given (Select the appropriate boxes below. Unselected items will not be part of this Agreement):
   - □ at Closing as evidenced by delivery of warranty deed and payment of Purchase Price;
   - OR
   - □ as agreed in the attached and incorporated Temporary Occupancy Agreement;
   - □ on __________________————at__________ o’clock □ am/ □ pm, local time;
   - ■ Occupancy Agreement attached which addresses issues including but not limited to: occupancy term, compensation due, legal relationships of the parties, condition of the Property upon transfer, utilities, and property insurance.

**Lines 234-238**
all governmental, zoning, soil and utility service matters related thereto. **In consideration of Buyer having conducted Buyer’s good faith review as provided for herein, the sufficiency of such consideration being hereby acknowledged, Buyer shall provide if Buyer provides a copy of the review reports along with written notification to Seller and/or Seller’s Broker within _______ days after Binding Agreement Date that Buyer is not satisfied with the results of such review, then and this Agreement shall automatically terminate and Broker shall promptly refund the Earnest Money/Trust Money to Buyer. If Buyer fails to provide report and notice, then this contingency shall be deemed to have been waived by Buyer. Seller acknowledges and**

**Lines 245-250**
permits from the appropriate governmental authority to make specific improvements on the Property. **If in consideration of Buyer, having acted in good faith, being unable to acquire all required licenses and permits from the appropriate governmental authority to make specific improvements to the Property, the sufficiency of such consideration hereby being acknowledged, Buyer may terminate this agreement by providing Buyer provides a copy of the governmental report along with written notification to Seller and/or Seller’s Broker within _______ days after the Binding Agreement Date that Buyer is unable to acquire all required licenses and permits from the appropriate governmental authority to make specific improvements on the Property, then in such event this Agreement shall automatically terminate and upon termination, holder shall promptly refund the Earnest Money/Trust Money to Buyer. If Buyer fails to provide said report and notice, then this**

**Lines 255-258**
Property in a location consistent with Buyer’s planned improvements. **In consideration of Buyer, having acted in good faith, being if Buyer is unable to meet this condition, the sufficiency of such consideration being hereby acknowledged, Buyer must notify Seller and/or Seller’s Broker in writing within _______ days after the Binding Agreement Date along with documentation reflecting denial of permit from the appropriate governmental entity. With proper notice, the Agreement is voidable by Buyer and Earnest Money/Trust Money refunded. If Buyer**
In consideration of Buyer having acted in good faith, Buyer may provide documentation and written notification to Seller and/or Seller’s Broker within 48 hours after the above date that the Property cannot be so zoned, the sufficiency of such consideration being hereby acknowledged, then in such event and this Agreement shall automatically terminate. Upon termination, Holder shall promptly refund the Earnest Money/Trust Money to Buyer. If Buyer fails to provide said documentation and notice, then this contingency shall be deemed to have been waived by Buyer.

In consideration of Buyer, having conducted a well test as provided for herein, the sufficiency of such consideration being hereby acknowledged, Buyer may provide a copy of said test along with written notification to Seller and/or Seller’s Broker within ______ days after the Binding Agreement Date that test results are unacceptable, then and in such event this Agreement shall automatically terminate, and Holder shall promptly refund the Earnest Money/Trust Money to Buyer. If Buyer fails to provide said notice and report, then this contingency shall be deemed to have been waived by Buyer.

The parties hereby agree that all remedies are fair and equitable and neither party will assert the lack of mutuality of remedies, rights and/or obligations as a defense in the event of a dispute.

**IMPORTANT NOTICE:** Never trust wiring instructions sent via email. Cyber criminals are hacking email accounts and sending emails with fake wiring instructions. These emails are convincing and sophisticated. Always independently confirm wiring instructions in person or via a telephone call to a trusted and verified phone number. Never wire money without double-checking that the wiring instructions are correct.

**RF 421 – Residential Lease Agreement for Single Family Dwelling**

If the last day of the Grace Period falls on a Sunday; January 1st, Martin Luther King, Jr. Day (the 3rd Monday in January); third (3rd) Monday in February, known as President’s Day; Memorial Day (the last Monday in May); July 4th, Labor Day (the first Monday in September); Columbus Day (the 2nd Monday in October); Veteran’s Day (November 11th); Thanksgiving Day (the 4th Thursday in November); Christmas Day (December 25th); Good Friday; Legal Holiday; or any day set aside for county, state or national

**RF 621 – Addendum____ To The Purchase and Sale Agreement**

Line 5 of the Offer Binding Agreement Date provided in the Purchase and Sale Agreement …

**RF 656 – Notification**

This form was re-ordered for ease of use. All of the Notifications from Buyer to Seller and vice versa are separated into their perspective locations.

Checkbox Numbers 13, 16, 18, 20, and 21 are all NEW

and hereby requests refund of Earnest Money/Trust Money. See a copy of 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).
and hereby requests refund of Earnest Money/Trust Money. See attached Lender’s loan denial letter.

providing a list of written specified objections which Buyer has discovered in good faith. As additional consideration for Buyer’s right to terminate, Buyer shall deliver to Seller or Seller’s representative, upon Seller’s request, a copy of all inspection reports pursuant to the Agreement.

RF 658 – Buyer Authorization to Make Repairs and Improvements Prior to Closing Amendment “___”
Between Lines 34-35, the following was deleted

by or arising out of the making of the improvements and/or repairs described in paragraph 1 hereof. Buyer shall obtain insurance in a policy form, and in an amount sufficient, (which shall be approved in Seller’s sole discretion, which shall not be unreasonably withheld) to provide for coverage in the event of non-completion of such improvements, or personal or property damage caused by or arising out of the making of the improvements and/or repairs described in paragraph 1 hereof. Such insurance proceeds shall be payable to Seller as beneficiary of the policy.

RF 662 – New Construction Inspection Walk-Through / Punch List Amendment
The name of the form changed

RF 663 – Multiple Offer Disclosure and Notification
This form was almost completely rewritten for ease of use

The Seller hereby gives Buyer notice as follows: has requested that the following procedure be followed:

1. Interested Buyer is hereby notified that Seller has received multiple offers on the Property. All interested purchasers are notified by either facsimile or email transmission that there have been multiple offers made on the Property. All buyers and/or buyer’s representatives shall respond that they have received this Multiple Offer Disclosure and Notification form by return fax or email to Listing Licensee as set forth below.

2. Any Counter Offer previously submitted by Seller is hereby withdrawn. Seller requests that all interested purchasers submit their best offer no later than ________ □ am/ □ pm on ____________, _____________. Delivery of such offer may be via email or facsimile to: ________________________________ (Listing Licensee), ________________________________ (Facsimile Number), ________________________________ (Email Address).

3. All offers to be considered by Seller must be received by the Seller's authorized representative no later than ________ □ am/ □ pm on ____________, _____________. Any previously submitted offer that is scheduled to expire prior to this date should be resubmitted or the offer date extended via an Addendum or written equivalent. The Listing Licensee will deliver all offers (original or modified) to Seller no later than ________ □ am/ □ pm on ____________, _____________. Seller shall review all offers received and may negotiate any offer at Seller’s discretion. The Listing Licensee will deliver all offers to Seller or Seller’s authorized representative no later than ________ □ am/ □ pm on ____________, _____________.

4. At that time, Seller shall review all offers received and accept, reject or counter any selected offer.

5. The Seller and selected prospective buyer shall attempt to negotiate a contract.

6. Receipt by the real estate licensee or their Broker assisting a party as a client or customer shall be deemed to be notice to that party for all purposes under this Notification as may be amended, unless otherwise provided in writing.

<table>
<thead>
<tr>
<th>Seller</th>
<th>Seller</th>
</tr>
</thead>
<tbody>
<tr>
<td>_______ at ________ o’clock □ am/ □ pm</td>
<td>_______ at ________ o’clock □ am/ □ pm</td>
</tr>
</tbody>
</table>

Date | Date
RF 707 – Contract Language for Special Stipulations

Lines 151-156
In consideration of Buyer having conducted reviews of the above matters, the sufficiency of such consideration being hereby acknowledged. If any of the above matters are unacceptable to Buyer, at Buyer’s sole discretion, Buyer may elect to terminate the Purchase and Sale Agreement on or before the expiration of the above referenced Inspection Period by written notice to Seller if any of the above matters are unacceptable to Buyer and Buyer shall be entitled to a refund of all Earnest Money/Trust Money. In the event that Buyer exercises Buyer’s right to terminate under one of these contingencies, Buyer shall, at Seller’s request, furnish Seller or Seller’s representative with documents supporting Buyer’s right to terminate.

Lines 226-227
fees; fee for preparation of deed; and notary fee on deed; and wire transfer fees related to disbursement to the Seller’s mortgage holder or other lien payoff. Seller additionally agrees to permit any withholdings and/or to pay any additional

Lines 232-233
administration fees (not including statement of accounts), a wire transfer fee related to the disbursement of the Seller’s proceeds, capital expenditures/contributions incurred due to the transfer of the Property and/or like expenses which are
COMMERCIAL FORMS

CF 101 – Commercial Exclusive Right to Sell Listing Agreement
Between Lines 270 and 271, the following was deleted
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. Holidays as used herein are those days deemed federal holidays pursuant to 5 U.S.C. § 6103.

CF 103 – Commercial Exclusive Right to Sell Listing Agreement (Seller Reserves the Right to Sell)
Between Lines 276 and 277, the following was deleted
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. Holidays as used herein are those days deemed federal holidays pursuant to 5 U.S.C. § 6103.

CF 104 – Commercial Open Listing Agreement
Between Lines 271 and 272, the following was deleted
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. Holidays as used herein are those days deemed federal holidays pursuant to 5 U.S.C. § 6103.

CF 121 – Commercial Exclusive Leasing Agreement
Lines 23-25
2. LEASES. Any lease agreement will be in writing, with the basic terms being; a lease period of _______ months at a monthly rental rate of $_________ (_________________________________________ Dollars), or such other terms agreeable to Owner.

Line 48
photographs and/or videotapes in connection with Broker’s marketing efforts. Seller Owner agrees not to place any

Lines 84-86
C. Cooperating Compensation. Broker may share this commission with a cooperating broker, if any, who procures a tenant for Property by paying such cooperating broker ___% of Broker’s commission or $_____________ , or as determined in the Special Stipulations paragraph of this Agreement. Said

Lines 108-109
for which the Property is sold at closing, or as determined in the Special Stipulations paragraph of this Agreement. This obligation shall survive the expiration or termination of this Agreement.

Between Lines 270 and 271, the following was deleted
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. Holidays as used herein are those days deemed federal holidays pursuant to 5 U.S.C. § 6103.

CF 124 – Commercial Open Listing Agreement (For Lease)
Line 44
party written notice; however this shall not limit Broker’s remedies under the Commission Compensation paragraph.

Between Lines 257 and 258, the following was deleted
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. Holidays as used herein are those days deemed federal holidays pursuant to 5 U.S.C. § 6103.
Between Lines 198 and 199, the following was deleted: 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.** Holidays as used herein are those days deemed federal holidays pursuant to 5 U.S.C. § 6103.

The Order of Signatures was changed so that the Seller signs prior to the Buyer.

gross sales price at closing or as determined in the Special Stipulations paragraph of this Agreement if Tenant acquires from Landlord title to Premises or any part thereof.

If Owner sells the Property to a tenant (or related person or entity of such tenant) obtained by Broker, either during the term of the lease or thereafter, Owner will pay Broker compensation of ____% of the price for which the Property is sold at closing less the amount of compensation already received by Broker during the term of tenant’s leasehold.